

## GENERAL TERMS AND CONDITIONS OF QUOTATIONS

### GLOV ENTERPRISES-TTP

1. **Definitions.** The term “Articles” means goods, materials, equipment, products, technical data, intellectual property, drawings or services identified in GLOV Enterprises-TTP (“GLOV” or “seller”) Quotations (the “Quote”).
2. **Seller’s Acceptance.** The Quote constitutes GLOV’s offer to sell. Acceptance of this offer by the Purchaser is expressly limited to the terms and conditions set forth herein. In the event that the purchase order from purchaser contains terms and conditions that are additional to or different from those set forth herein this Quote shall be deemed a notice of objection to and a rejection of such additional or different terms and conditions. Seller accepts purchaser’s purchase order only on the condition that purchaser expressly assents to the terms and conditions contained in this Quote. The delivery of any Articles shall constitute a full acceptance by purchaser of the terms of this Quote. These terms and conditions shall govern the entire relationship and all future sale transactions made by seller to purchaser unless otherwise expressed in writing.
3. **Price and Payment.** Payment shall be paid in full according to the terms of the Quote or seller’s invoice.
4. **Warranty.** Purchaser and Seller agree that no express or implied warranties of any kind apply to this transaction and the Articles sold.
5. **Special Products.** Seller is the owner of and shall be entitled to possession of any drawings, special dies, tools, patterns, tooling or equipment required for the manufacture of the Articles (the “Special Tooling”) whether or not such Special Tooling is furnished by the Seller or Purchaser. Purchaser shall be the bailee of the Special Tooling and shall have no ownership interest or otherwise in the Special Tooling. Purchaser waives any rights, including lien rights, that may arise in connection with the Special Tooling. Upon demand by seller, purchaser shall immediately return all Special Tooling to seller. Purchaser shall reimburse seller for seller’s reasonable cost for the Special Tooling.
6. **Packing.** All costs associated with packaging, labeling and bar coding shall be paid by purchaser. Seller bears no liability for any damages as a result of packaging. The costs and risk for cleaning and/or returning usable packing material shall be borne by purchaser.
7. **Changes.** No changes shall be made to this quotation unless mutually agreed upon by the parties in writing.
8. **Setoff.** Purchaser shall have no right at anytime to deduct from the amount due seller under this quotation any damages for any breach of any agreement.
9. **Breach.** The failure of purchaser to perform any provision of this Quote shall be a breach by purchaser of the parties agreement.
10. **Remedies.** Each of the rights and remedies reserved by seller in the Quote shall be cumulative and additional to any other or further remedies in law or equity.
11. **Insolvency.** Seller may immediately cancel this Quote and any purchase order in whole or in any event without liability to purchaser upon the occurrence of any of the following or any other comparable event: (a) insolvency of the purchaser; (b) filing of voluntary or involuntary petition for bankruptcy; (c) appointment of a receiver or trustee for purchaser; (d) execution by purchaser of an assignment for the benefit of creditors.

12. **Assignment/Subcontracting.** Purchaser shall not assign this Quote or any related purchaser order, any interest therein or any rights thereunder or subcontract any obligation to be performed thereunder without the prior written consent of seller.
13. **No implied waiver.** No covenant or condition of any Quote or purchase order can be waived except by the written consent of seller. Forbearance or indulgence by seller in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by purchaser to which the same may apply.
14. **Entire Agreement.** The Quote constitutes the entire agreement between purchaser and seller with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise.
15. **Disclosure of Information.** Unless otherwise expressly agreed to in writing, all information disclosed by seller to purchaser or to which purchaser otherwise obtains during the course of performance of this Quote shall be maintained in confidence of purchaser and shall remain seller's property. Purchaser shall not disclose such information to third persons without the prior written consent of seller. Such information shall only be used by purchaser solely for purposes of performance of this Quote. Upon the request of seller, purchaser shall immediately return or cause to be returned to seller all information disclosed by seller to purchaser or to which purchaser otherwise obtains during the course of performance.
16. **Notice.** Any notice to be given hereunder shall be given in writing postage prepaid and shall be effective when deposited in the US mail.
17. **Use of Seller's Name.** Purchaser shall not in any advertising sale promotion materials, press releases or any other publicity matters use the name of seller, seller's parent, any affiliate or subsidiary of seller or any variation thereof or language from which the connection of said names may be implied without seller's prior written approval.
18. **Force Majeure.** Seller shall not be liable for delays due to causes beyond its control including but not limited to acts of God, acts of terrorism, the public enemy, the government, strikes or other labor disputes, fires, floods, freight embargoes or sever weather.
19. **Independent Contractor.** Seller shall provide the Articles pursuant to this Quote as an independent contractor and not as an agent, servant or employee of purchaser.
20. **Title.** Seller shall retain all rights, title and interest in and to all work product produced or delivered pursuant to this Quote and any purchase order including without limitation all rights to patent such deliverable items or work product.
21. **Governing Law/Choice of Forum.** This Quote shall be interpreted and construed in accordance with the laws of the State of Michigan. Any disputes related to this Quote or any purchase order shall be brought in the County of Oakland, State of Michigan or, if jurisdiction can be established, the United States District Court for the Eastern District of Michigan.