TERMS AND CONDITIONS FOR THE PURCHASE OF CAPITAL GOODS

of

WELSER PROFILE NORTH AMERICA, LLC

5535 Wegman Drive

Valley City, OH 44280

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1. Applicability.

(a) These terms and conditions of purchase (these "Terms") are the only terms which govern the purchase of the goods ("Goods") by Welser Profile North America, LLC ("Welser") from the Supplier named on the Purchase Order ("Supplier").

(b) The accompanying purchase order (the "Purchase Order") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Supplier's terms and conditions regardless of whether or when Supplier has submitted its sales confirmation or such terms. This Agreement expressly limits Supplier's acceptance to the terms of this Agreement. Fulfillment of or other performance by Supplier constitutes acceptance of these Terms. Supplier shall execute and deliver a bill of sale in the form provided to Supplier by Welser.

(c) Supplier agrees to comply with Welser's Business Partner and Supplier Code available on Welser's homepage at https://www.welser.com/en/downloads as modified from time to time by Welser.

2. Delivery.

(a) Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If no delivery date is specified in the Purchase Order, Supplier shall deliver the Goods within 30 days of Supplier's receipt of the Purchase Order. If Supplier fails to deliver the Goods in full on the Delivery Date, (i) Welser may terminate this Agreement immediately by providing written notice to Supplier; and (ii) Supplier shall indemnify Welser against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date, and (iii) Supplier shall pay 0.2% of the monetary amount of the order for each business day of delay. Such liquidated damages do not preclude other remedies for other injuries. The parties agree that the damages set forth in this Section 2(a)(iii) are liquidated damages and not penalties and that they are reasonable in light of the harm that would be caused by breach, the difficulties of proof of loss, and the inconvenience and infeasibility of otherwise obtaining an adequate remedy. Welser has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date.

(b) As soon as the Supplier becomes aware that the Goods might not be delivered on the Delivery Date, the Supplier shall immediately notify the Welser in writing, stating that the Goods will not likely be delivered on the Delivery Date. Such notice shall not in any way limit or reduce Supplier’s liability for late delivery.

(c) Supplier shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Welser's normal business hours or as otherwise instructed by

Welser. Supplier shall pack all goods for shipment according to Welser's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Welser prior written notice if it requires Welser to return any packaging material. Any return of such packaging material shall be made at Supplier's risk of loss and expense.

(d) Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and the timely delivery of the Goods, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Supplier delivers more or less than the quantity of Goods ordered, Welser may reject all or any excess Goods. Any such rejected Goods shall be returned to Supplier at Supplier's sole risk and expense. If Welser does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Unless otherwise expressly stated in the Purchase Order, delivery shall be made CIP Delivery Point (Incoterms 2020). The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order. Supplier shall provide a certificate of origin for all Goods whose country of origin is not the United States. Supplier agrees to provide to Welser all additional documents necessary for the export or import of the Goods. The Supplier must attach the corresponding delivery notes to the shipments. The delivery notes must state Welser’s order number, the part number, as well as the Supplier number.

5. Packing. The Supplier shall label the Goods and pack the Goods in accordance with applicable law, the Purchase Order and the instructions given by Welser.

6. Title and Risk of Loss. Unless otherwise expressly stated in the Purchase Order, title and risk of loss passes to Welser upon delivery of the Goods at the Delivery Point.

Inspection and Rejection of Nonconforming Goods.

(a) Prior to delivery the Supplier shall inspect the Goods to confirm that the Goods conform to the agreed specifications and to identify any defects, including without limitation latent defects. All inspections conducted by the Supplier shall be documented by the Supplier and provided to Welser upon Welser’s request. In addition, the Supplier shall continuously improve its production processes in accordance with the current state of the art to detect and avoid defects. For the avoidance of doubt, an inspection conducted by the Supplier shall not relieve the Supply in any way from liability for delivering defective products.

(b) Welser has the right to inspect the Goods on or after the Delivery Date. If Welser determines that any of the delivered Goods are defective, the Supplier shall pay for all costs associated with the inspection. Welser, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Welser rejects any portion of the Goods, Welser has the right, effective upon written notice to Supplier, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Welser requires replacement of the Goods, Supplier shall, at its expense, within 5 business days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Welser may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Agreement for cause. Any inspection or other action by Welser under this Section shall not reduce or otherwise affect Supplier's obligations under the

Agreement, and Welser shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

7. Price. The price of the Goods is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, crating, transportation costs to the Delivery Point, insurance, customs duties, fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Welser.

8. Payment Terms. Supplier shall issue an invoice to Welser on or any time after the completion of delivery and only in accordance with these Terms. Unless otherwise expressly stated in the Purchase Order and except for any amounts disputed by Welser in good faith, Welser shall pay all properly invoiced amounts due to Supplier within 30 calendar days after Welser's written confirmation of receipt of the Goods (“Date of Receipt”). Welser is entitled to reduce the invoiced amount by 3% if payment is made within 21 calendar days after the Date of Receipt. Unless otherwise expressly stated in the Purchase Order, all payments hereunder must be in US dollars and made by wire transfer. Charges for international payment transactions will be borne by the Supplier. Without prejudice to any other right or remedy it may have, Welser reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Welser to Supplier. If the payment date falls on a weekend or a public holiday, payment shall be made on the next working day. Fees for international payment transactions shall be borne by the Contractor.

9. Supply of Spare Parts. For a period of 15 years after the date of delivery of the Goods to Welser, Supplier shall supply spare parts to Welser at the Prevailing Price, and assist Welser in developing alternative sources of supply for, any spare parts necessary to the repair or operation of the Goods. The “Prevailing Price” shall be the price for such spare parts at the time the Goods for which the spare parts are needed was delivered to Welser. The Supplier will allow Welser to place a final order of its all-time requirement in due time prior to the expiry of the minimum period. As for Goods which are not intended for use in an automobile, the Supplier agrees to supply spare parts at market prices over a period of at least 10 years from the delivery date of such Goods to Welser.

10. Supplier's Cooperation. Unless otherwise expressly stated in the Purchase Order, the Supplier, at its own cost and expense, shall prepare and provide to Welser the entire technical documentation required by Welser to allow Welser to comply with applicable laws, including, without limitation, hazard analyses, risk assessments, operating instructions, validation documents, manufacturer’s conformity declarations, and shall deliver these documents in the English language to Welser in due time before the first delivery of the Goods. The Supplier shall provide Welser with all data and documentation required for any product certifications sought by Welser in the formats determined by Welser.

11. License of Supplier's Background Intellectual Property Rights. Supplier grants to Welser an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses, to use Supplier's intellectual property to produce, use, sell and to obtain, from alternate sources, products and services similar to the Goods (including related systems and components) during the life of the Goods.

12. Change Orders. Welser may at any time, by written instructions and/or drawings issued to Supplier (each a "Change Order"), order changes to the Goods. Supplier shall within 5 business days of receipt of a Change Order submit to Welser a firm cost proposal for the Change Order. If Welser accepts such cost proposal, Supplier shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Supplier acknowledges that a Change Order may or may not entitle Supplier to an adjustment in the Supplier's compensation or the performance deadlines under this Agreement.

13. Warranties.

(a) Supplier warrants to Welser that for a period of 60 months from the Delivery Date or such longer period of time set forth in the Purchase Order, all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to the specifications, drawings, designs, samples and other requirements specified by Welser ("Specifications");

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances; and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

(b) These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Welser.

(c) The warranties set forth in this Section 14 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Welser's discovery of the noncompliance of the Goods with the foregoing warranties. If Welser gives Supplier notice of noncompliance pursuant to this Section, Supplier shall, at its own cost and expense, within 5 business days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Welser.

14. General Indemnification. Supplier shall defend, indemnify and hold harmless Welser its parent, subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased from Supplier or arising out of or occurring in connection with Supplier's negligence, willful misconduct or breach of the Terms. Supplier shall not enter into any settlement without Welser's prior written consent.

15. Intellectual Property Indemnification. Supplier shall, at its expense, defend, indemnify and hold harmless Welser and any Indemnitee against any and all Losses arising out of or in connection with any claim that Welser's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without Welser's or Indemnitee's prior written consent.

16. Bailment. All equipment and other tangible property of every description, including supplies, materials, machinery, samples, models, profiles, standard sheets, print templates, equipment, drawings, photographic negatives and positives, artwork, copy layout, electronic data, and other items, furnished by Welser (or Welser's customers), either directly or indirectly, to Supplier or to any supplier to Supplier in connection with or related to this Agreement, or for which Supplier has been at least partially reimbursed by Welser (collectively, "Bailed Property") is and will at all times remain the property of Welser (or Welser's customer(s)), as applicable) and be held by Supplier on a bailment-at-will basis. Only Welser has any right, title, or interest in and to Bailed Property, except for Supplier's limited right, subject to Welser's sole discretion, to use the Bailed Property in the performance of Supplier's obligations under this Agreement. Supplier shall not use the Bailed Property for any other purpose. Supplier shall bear all risk of loss of and damage to Bailed Property. Supplier shall, at its own expense, for the benefit of Welser, insure all Bailed Property with full and extended coverage for all losses, for its full replacement value.

17. Insurance. During the term of this Agreement and for a period of 24 months thereafter, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than US$7 million, with financially sound and reputable insurers. Upon

Welser's request, Supplier shall provide Welser with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Welser as an additional insured. Supplier shall provide Welser with 30 calendar days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Welser's insurers and Welser.

18. Compliance with Law. Supplier shall comply with all applicable laws, regulations and ordinances. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Supplier shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Supplier. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. Welser may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

19. Materials Disclosure. Upon Welser's request, Supplier shall promptly provide to Welser, in such form and detail as Welser requests, a list of all ingredients and materials incorporated in the Goods, the amount of such ingredients and materials, and information concerning any changes in or additions to such ingredients and materials. Without limitation of the foregoing, upon Welser's request, Supplier shall provide to Welser all information (in sufficient detail), with written certifications thereof, to enable Welser to timely comply with all of Welser's and Welser's customers' due diligence, disclosure and audit requirements under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") and Rule 13p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Supplier's supply chain (and certifications by such suppliers) identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act) contained in each Good and the country of origin of such conflict minerals (or, following due inquiry, why such country of origin cannot be determined).

20. Termination. In addition to any remedies that may be provided under these Terms, Welser may terminate this Agreement with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with any of these Terms, in whole or in part. If the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Welser may terminate this Agreement upon written notice to Supplier. If Welser terminates the Agreement for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted by Welser prior to the termination.

21. Waiver. No waiver by Welser of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Welser. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Confidential Information. All non-public, confidential or proprietary information of Welser, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Welser to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Welser in writing. Upon Welser's request, Supplier shall promptly return all documents and other materials received from Welser. Welser shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Welser on a non-confidential basis from a third party.

23. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; and (e) embargoes or blockades in effect on or after the date of this Agreement. The Impacted Party shall give notice within 5 business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 5 consecutive business days following written notice given by it under this Section 24, the other party may thereafter terminate this Agreement upon 10 calendar days' written notice.

24. Assignment. Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Welser. Any purported assignment or delegation in violation of this Section 25 shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Welser may at any time assign or transfer any or all of its rights or obligations under this Agreement without Supplier's prior written consent to any affiliate or to any person acquiring all or substantially all of Welser's assets.

25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

27. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

28. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Cleveland, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

29. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 30.

30. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

31. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty, Insurance, Compliance with Laws, Confidential Information, Supply of Spare Parts, Governing Law, Submission to Jurisdiction and Survival.

32. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party