

PURCHASE TERMS & CONDITIONS FOR
G MANUFACTURING COMPANY, L.P.,
G COMPANY, L.P.,
G DISTRIBUTION, INC.
AND
QF MANUFACTURING COMPANY, L.P.

APPLICABILITY: The terms and conditions of this purchase order (this "Order") apply to all Goods (as defined below) sold to G Manufacturing Company, L.P., G Company, L.P., QF Manufacturing Company, L.P. or G Distribution, Inc. (collectively and individually referred to as "Buyer") by the seller of the Goods as referenced on the signature page of this Order ("Seller").

WARRANTIES: For a period of twelve months after installation or 18 months after the bill of lading, whichever comes first. Seller warrants that the equipment conforms to specifications expressly provided by the purchaser and is free from any defects in material and workmanship. In the event the Buyer finds any material deviation from such specifications or defects in materials or workmanship in respect to parts to the equipment for which Seller is liable and notifies it to Seller in writing within the warranty period, Seller will deliver the replacement parts to the Buyer's warehouse to be designated by the Buyer free of charge within Seller's standard delivery period. The delivery of the replacement parts shall be the sole and exclusive remedy for the defect in the equipment for which Seller is liable. Seller expressly disclaims any liability for any other damages and losses, including, but not limited to custom duties, shipping fees, labor fees related to replacement/repair, lost profits, and other changes caused by defect or failure.

CANCELLATION: Buyer may cancel this Order in whole or in part at any time prior to shipment by Seller or if Seller defaults or fails to comply with any of the terms of this Order. Upon such cancellation Buyer will not have any liability to Seller, and Seller will be liable to Buyer for any and all direct, incidental and consequential damages (including, without limitation, additional costs incurred by Buyer for procurement).

PRICES: Seller's prices will not be higher than those prices agreed upon between Buyer and Seller (as referenced in the pricing sheet provided to D Company) as of April 1, 2013 which will remain in effect through March 31, 2014. Seller warrants that the prices of the Goods covered by this Order are not in excess of Seller's lowest prices in effect for comparable quantities of similar items on either the date of this Order or the date of acceptance by Buyer of the Goods. If such prices are in excess of such other lower prices, then Buyer shall be entitled, at Buyer's option, to a credit to Buyer's account or a repayment by Seller in an amount equal to the difference between the amount paid by Buyer and such other lower price.

INSPECTION: Invoices are not due and payable until the Goods are received inspected, and accepted by Buyer. All Goods will be inspected by Buyer within a reasonable time after delivery to insure that the materials satisfy Buyer's acceptable quality level (AQL) standards. Notwithstanding anything contained in this paragraph, Buyer reserves the right to inspect and reject Goods prior to shipment, at the Seller's facility, at a mutually agreed upon time schedule. Rejected equipment may, at Buyer's option and at Seller's expense, be either (a) held; (b) returned to Seller for repair, replacement or credit; (c) retained by Buyer with an equitable reduction in price; or (d) repaired by Buyer. Payment for any Goods will not be deemed an acceptance thereof.

SHIPMENTS: Buyer agrees to pay for goods on a FOB origin port basis. Buyer agrees to payment of any import duty, commodity tax or value added tax charged or assessed by the U.S. Government. There will be no charge for boxing, packaging or cartage unless authorized in writing by Buyer. Seller will promptly notify Buyer in writing if deliveries are delayed.

Seller agrees to only ship equipment that has been specified by SKU and quantity on Buyer's purchase orders. Seller agrees not ship any substituted SKUs without prior written modification of the purchase order by Buyer. Buyer retains right to authorize all shipments prior to loading. Seller agrees to follow Buyer's existing process for imported goods. Seller agrees to bear financially responsibility for all return costs for unauthorized shipments.

TOOLS AND DATA: Any and all molds, tools, dies, jigs, fixtures or other equipment ordered herein or delivered to Seller by Buyer will become and remain the exclusive property of Buyer, will be used in the manufacture of articles for Buyer exclusively and will be delivered immediately to Buyer upon Buyer's request and without additional cost to Buyer. Any drawings, specifications or technical information provided by Buyer to Seller will remain the property of Buyer and be held in strict confidence by Seller and may not be reproduced, used or disclosed to others without prior written consent of Buyer. All information or data disclosed or furnished to Buyer by Seller under this Order is sold as part of the price, is non-proprietary and is free of all restrictions whatsoever.

RISK OF LOSS: Seller assumes and is responsible for all risk of loss of, damage to and liability for: (a) the Goods and all works in process, materials and other property of Seller or third persons in connection with Seller's performance of this Order, until acceptance by Buyer of the Goods; (b) any property received by Seller from, or held by Seller or its supplier for the account of, Buyer, from the time of Seller's receipt or holding of same; and (c) any Goods or part thereof rejected by Buyer or as to which Buyer has revoked acceptance, from the time of such rejection or revocation.

HAZARDOUS CONDITIONS: If Seller or Buyer learns of any potential safety hazard or unsafe condition relating to or involving any of the Goods hereunder, it will immediately advise the other party. The parties shall cooperate in communicating with the public and governmental agencies and will address and, if necessary, correct any such condition that is found to exist at Seller's sole cost and expense. Buyer and Seller shall consult with each other prior to making any statement to the public or to any governmental agency concerning issues related to any potential safety hazard or unsafe condition involving any of the Goods provided hereunder, except in circumstances in which a failure to do so would prevent the timely notification which may be required to be given under any applicable law or regulation. This paragraph shall survive termination or expiration of this Agreement.

PRODUCT RECALL: If (a) Seller, Buyer, or any governmental agency or court having jurisdiction determines that any Good or part thereof contains a defect or serious quality or performance deficiency, or (b) any Good is not in compliance with the specifications or Buyer's standards and requirements such that in Buyer's discretion such Good should be reworked or recalled, the parties will promptly communicate all relevant facts to each other and undertake all corrective actions, including those required to meet all obligations imposed by law, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents. Seller shall be responsible for all matters and costs associated with the recall, including but not limited to: (a) customer notification and contact; (any good that is not in compliance with the specifications or Buyer's standard and requirements such that in the Buyer's discretion such good should be reworked or recalled; and (c) initial contact and report of the recall to any government agency having jurisdiction over the affected products. If a government agency initiates any inquiry or investigation relating to the Goods or similar goods manufactured or supplied by Seller, Seller shall notify Buyer immediately thereof and take reasonable steps to resolve the matter without exposing Buyer to any liability or risk. The parties shall cooperate with and assist each other in any such filing and corrective action, provided that nothing contained in this paragraph shall preclude a party from taking such action as may be required of it under any law or regulation. Each party shall consult the other party before making any statement to the public or a governmental agency concerning issues relating to potential safety hazards affecting any Good provided hereunder, except where such consultation would prevent timely notification

required to be given under any applicable law or regulation. All of the actions and obligations set forth in this paragraph shall be at Seller's sole cost and expense. This paragraph shall survive termination or expiration of this Agreement.

REIMBURSEMENT FOR COSTS: In the event Buyer Group incurs costs, expenses, or other liabilities of any kind whatsoever with respect to remedying hazardous conditions, product recall, product liability, warranty, or other matters which are the responsibility of Seller under this Agreement, Seller shall reimburse Buyer for such costs within 60 days after receiving applicable documentation from Buyer.

ASBESTOS; PCB; CFCS: Seller certifies to Buyer that the Goods do not contain asbestos or PCBs nor were the Goods manufactured with CFCs. Seller shall not introduce into the Goods any asbestos or PCBs nor manufacture the Goods with CFCs.

INDEMNIFICATION: Seller agrees to indemnify and hold harmless Buyer from any and all liabilities, losses, damages, demands, claims, suits, costs and expenses (including, but not limited to legal fees, expenses incurred in connection with a recall of the Goods and/or supplying substitute Goods, and other expenses) of Buyer related, directly or indirectly, to the use of the Goods or a breach of this Order by Seller (collectively, "Losses"), including, without limitation, Losses relating to: (a) any injuries to and death of persons and for loss of or damage to property (including, without limitation, damage to the Goods) or bodily injury or property damages arising out of an occurrence caused by a defect in the design or a production defect in the Goods; (b) any breach of any representation, warranty or obligation contained in this Order by Seller, its agents, employees, or subcontractors; and (c) any claim that the manufacture, use, sale, resale, offer for sale or importation of the Goods, either alone or in combination with other goods not furnished by Seller, infringe or otherwise utilize any patent, trademark, copyright, mask work, trade secret or related rights ("Infringement Losses"); in each case, excluding any Losses that are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted solely from the gross negligence or willful misconduct of Buyer. When notified in writing by Buyer, Seller will defend, at its sole cost and expense, any and all actions, claims, and proceedings relating to any indemnified Infringement Losses.

STATUTORY COMPLIANCE: Seller warrants that material or work furnished hereunder complies with all laws, regulations, executive orders or ordinances of the United States or any state or any governmental authority or agency; (including, but not limited to, those issued pursuant to the Fair Labor Standards Act, State and/or Federal Civil Rights and Equal Employment Acts, the Occupational Safety and Health Act, the Consumer Products Safety Act, the Equal Opportunity clause of Executive Order 11246, the Affirmative Action Clause of Section 503 of the Rehabilitation Act of 1973, the Affirmative Action Clause of Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Resources Conservation and Recovery Act, the Comprehensive Compensation and Liability Act, and any amendments or successors to the foregoing). Seller will indemnify and hold harmless Buyer from all losses, fines, expenses, claims, demands, and actions whatsoever arising out of Seller's non-compliance with such laws or regulations.

CUSTOMS: Buyer shall be responsible for obtaining any licenses or governmental permits for export and import of the Goods to the country of final destination, to or from the United States, and any other country where the Goods may be transshipped, landed or utilized. Seller warrants it will not allow Goods to be transferred at any time on either a temporary or permanent basis in any manner that would violate United States customs or export laws or regulations ("Customs Laws"), including, but not limited to, the Export Administration Act of 1979, the Arms Export Control Act of 1976, the Foreign Assets Control ("OFAC") Regulations, the Export Administration Regulations ("EAR"), the Customs Regulations, or the International Traffic in Arms Regulations ("ITAR"), in each case as may be amended from time to time. Seller agrees that it is the U.S. Principal Party in Interest for purposes of the Foreign Trade Statistics Regulations, the importer of record for purposes of the U.S. Customs Regulations, and the exporter of

record for purposes of the EAR. Seller is responsible for filling all documents required for the import into or export from the United States with the applicable governmental authority. Seller shall further defend, indemnify and hold harmless Buyer Group from and against any and all Claims brought by or on behalf of any person or entity (including without limitation any governmental authority) arising out of or in connection with breaches of this paragraph or violations of the Customs Laws by Seller or its agents.

PATENTS: Seller will indemnify and hold harmless Buyer, its customers or users of its product, from and against all loss, liability and damage costs and expenses (including, but not limited to reasonable legal fees and expenses incurred in connection with recalling a product and/or supplying a substitute product) resulting from any claim that the manufacture use, sale, resale, offer for sale, or importation of any Goods, either alone or in combination with other goods not furnished by Seller, infringe or otherwise utilize any patent, trademark, copyright, mask work, trade secret or related rights. Seller will, when notified, defend any action or claim of such infringement at its own expense.

WAIVER: Buyer's failure to insist on the performance of any of the terms of this Order, or to exercise any right or privilege, or its waiver of any breaches, will not amend, modify, or waive any such terms, conditions, rights or privileges that Buyer might otherwise have.

GOVERNING LAW: This Order and these terms and conditions will be construed, interpreted and governed by the laws of the State of Texas, without reference to principles of conflicts of law. Seller irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Texas in Harris County, Texas. Seller waives any objection to jurisdiction or venue therein and consents to service of process by registered mail, return receipt requested.

SEVERABILITY: If any provision of this Order or these terms and conditions is held invalid or otherwise unenforceable under any applicable law or future legislative action, such provision will be considered severed therefrom and herefrom and all other provisions of this Order and terms and conditions will remain enforceable and be interpreted to give effect to its intended purpose.

ASSIGNMENT: The rights and obligations of this Order and the agreement resulting herefrom may not be assigned or subcontracted, in whole or in part, without the written consent of the other party.

ENTIRE AGREEMENT: This Order and any documents referred to on the face hereof constitute the entire agreement between the parties, and it may not be modified or amended except in writing, signed by both parties. Seller acknowledges that all terms as to quantity, quality, other specifications and time of delivery are material elements of this Order and that Seller must strictly comply with these terms and conditions.

NO ADDITIONAL TERMS: Unless expressly accepted by both parties in writing prior to delivery of the Goods covered by this Order, neither party will not add any terms or conditions other than those contained herein or impose any terms or conditions which are in conflict with those contained herein in accepting or acknowledging this Order, and no such additional terms or conditions or conflicting conditions will be binding upon both parties.

HEADINGS: Headings used herein are for the convenience of reference only and will not control the construction or interpretation of any of the provisions of this Order or these terms and conditions.

TIME OF THE ESSENCE: Time is of the essence in the performance of Seller's obligations hereunder and Buyer is relying upon timely performance by Seller. Buyer's acceptance of Seller's late performance will not be deemed a waiver of this provision.