

## TERMS AND CONDITIONS OF SALE

1. **ORDER PLACEMENT.** All goods and services furnished by NA Holding-Lime City, LLC ("LIME CITY") are provided pursuant to these Terms and Conditions ("Terms and Conditions"), regardless of how any order is initiated. **Acceptance by LIME CITY of Buyer's order is expressly conditioned upon Buyer's acceptance of these Terms and Conditions. However, to the extent any provisions contained in LIME CITY's proposal to and/or agreement with a Buyer contain contradictory or supplemental terms, those terms control or supplement, respectively. Any terms or conditions in a Buyer's purchase order or any other document created by Buyer and not expressly agreed to by LIME CITY, which conflict with these Terms and Conditions, are expressly rejected. Buyer acknowledges that no representation or warranty other than those contained in this document have been made or relied upon. No additions or modifications shall be valid unless confirmed in writing by LIME CITY. LIME CITY IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.**

2. **DELIVERY/DELAY.** Unless otherwise provided on the face of any quote by LIME CITY or agreed to by LIME CITY in writing, price and delivery terms shall be F.O.B. shipping point. Unless otherwise agreed in writing, LIME CITY will select the route and manner of shipment, reserves the right to make delivery in installments, when necessary, and if so to invoice each installment separately, and to expect payment for each installment within LIME CITY's selling terms. All risks of loss or damage shall pass to Buyer at the place and time such goods are placed into the possession of the carrier or shipper. Buyer shall be responsible for obtaining and paying for insurance to cover any loss to Buyer. Buyer shall pay LIME CITY for the full contract price in the event of loss of the goods in transit. If Buyer fails to accept delivery according to the agreed upon delivery schedule, LIME CITY may cancel any then remaining balance of the order. Such cancellation, if elected by LIME CITY, shall be in addition to, and not in lieu of, any other rights or remedies that LIME CITY may have at law or equity. Prices are good for only quantities

indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made, a reasonable storage fee may be charged in LIME CITY's sole discretion, and such storage shall be at the risk of Buyer. LIME CITY shall not be liable for any direct, indirect, consequential, special, or incidental losses or damages to Buyer or to any third parties resulting from LIME CITY's delay in shipment regardless of cause, including but not limited to those causes set forth in the Force Majeure section of this document.

3. **CHANGES IN SPECIFICATIONS OR DESIGN.** Any product or service not expressly included in any order agreed to, in writing, by LIME CITY, shall be excluded. Any change in quantity, specification or design relating to any products or services, and any change to the shipping date, shall be permitted only if they are approved in advance and in writing by LIME CITY.

4. **ACCEPTANCE.** Goods furnished or services performed by LIME CITY will be deemed to have been finally accepted thirty (30) days after receipt by Buyer, unless lawfully rejected within such period by written notice to LIME CITY, setting forth all of the defects upon which the rejection is claimed. Claims for damaged goods, goods not meeting specifications, or shortages shall be waived and forever relinquished unless made in writing to LIME CITY within thirty (30) days after receipt of the goods or services and accompanied by reference to our bill of lading and invoice numbers. Buyer's claims for damage or shortage in transit must be filed by Buyer against carrier, and not against LIME CITY. Any damaged or defective goods shall be held for LIME CITY's inspection or disposition.

5. **CANCELLATION.** Buyer may cancel its order for goods or services prior to their completion by immediate payment to LIME CITY of LIME CITY's cost of manufacture and its anticipated profit for the goods or services. Cost of manufacture shall include the cost of all materials or services relating to Buyer's order, and that cannot be cancelled, and all cost incurred in cancelling any material or services that can be cancelled. Anticipated profit shall be determined in LIME CITY's sole discretion. Buyer may retain all

unused material and partially completed goods on cancelled orders, provided it pays for them as indicated herein.

6. **LIME CITY PROPERTY.** All samples, descriptions, drawings, specifications, quotes or intellectual property provided by LIME CITY to Buyer shall remain the property of LIME CITY and shall not be shared with anyone. All such property shall be returned to LIME CITY upon demand. Further, all scrap metal or other unused material upon fulfilling a Buyer's order shall be property of LIME CITY.

7. **TAXES.** Prices do not include any federal, state or local taxes. Any applicable excise, import, sales, use or similar taxes, whether federal, state, provincial or local, and any transportation and other charges shall be the responsibility of and be paid by Buyer and, if paid by LIME CITY, Buyer agrees to reimburse LIME CITY for any such payment and further agrees that LIME CITY may add any such payments to the purchase price of the goods.

8. **PAYMENT/CREDIT/SECURITY.** Unless otherwise agreed to by LIME CITY, in writing, payment shall be due within 30 days of shipping. Further, LIME CITY shall be entitled to interest on past due accounts at a rate of 1.5% per month (18% annually). In the event of any delinquency or nonpayment, Buyer will be liable for LIME CITY's actual costs of collection, including but not limited to court costs, litigation expenses, and reasonable attorney's fees. Buyer shall have no right to offset against amounts owed to LIME CITY.

All orders received are subject to credit approval. Buyer agrees to submit from time to time to LIME CITY those items reasonably requested to establish or update Buyer's credit. Whenever LIME CITY, in good faith, deems itself insecure, it may, without prejudice or waiving any other rights or remedies it may have at law or equity, cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; and take any other steps permitted by law and necessary or desirable to secure LIME CITY with respect to Buyer's payment of goods and services furnished or to be furnished.

9. **LIMITED WARRANTY/REMEDY.** LIME CITY warrants only that its products and services

will meet any written specifications described in any order agreed to, in writing, by LIME CITY. However, this warranty shall be subject to the terms of Paragraph 4. To the extent that any warranty claim is properly made pursuant to Paragraph 4, LIME CITY's warranty is limited to replacing or repairing, at LIME CITY's option, F.O.B. LIME CITY's facility, any part which, upon LIME CITY's inspection, fails to meet the specifications. LIME CITY in no event shall be liable for indirect or consequential damages arising out of the manufacture or sale of LIME CITY products or services. Materials purchased by LIME CITY from others for inclusion by LIME CITY in its products or services shall be warranted only to the extent of the warranty, if any, made by the supplier of said component, again subject to the terms of Paragraph 4.

**APART FROM THE ABOVE EXPRESS WARRANTY, THERE ARE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. **INDEMNIFICATION.** Buyer shall defend, indemnify and hold LIME CITY harmless from and against any and all claims, liabilities, loss, costs, damage or expense (including reasonable attorneys' fees) of any kind or nature whatsoever relating to the performance by LIME CITY hereunder, including without limitation, claims made for product liability, property damage, or personal injury (including death), whether such claims are premised on contract or on tort (including, without limitation, strict liability). However, this indemnity provision shall not apply where such damage or injury is attributable solely to the negligence of LIME CITY, its employees or agents.

11. **FORCE MAJEURE.** LIME CITY will not be liable for any inability to perform its obligations to Buyer, or for any delay in the performance of its obligations to Buyer, when such delay or inability to perform is directly or indirectly caused by or in any manner arises from: fires; floods; accidents; riots; pandemics, acts of God; governmental interference; embargoes; terrorism; strikes; labor difficulties; shortages of labor, fuel, power, materials or supplies; transportation or supply chain delays; any existing or future laws or acts of any Federal or any State government (including specifically, but not exclusively, any orders, rules

or regulations issued by any official or agency or any such government) affecting the conduct of LIME CITY's business; or any other cause or causes (whether or not similar in nature to any of those specified above) beyond LIME CITY's control, including but not limited to modifications to any specifications requested by the Buyer subsequent to commencement of production by LIME CITY.

12. **NO WAIVER.** The failure of LIME CITY to enforce its rights or remedies upon knowledge of any default or violation by Buyer of any of these Terms and Conditions, or any other terms and conditions in any order, shall not be construed as a waiver of such default or violation, or of any of its rights or remedies.

13. **LIMITATION ON LITIGATION / ATTORNEY FEES.** Any controversy or claim of Buyer arising out of or related to any transaction with LIME CITY must be commenced in Court within one (1) year after any goods have been shipped from LIME CITY's facility, or LIME CITY has concluded the services in question, or it shall be forever waived. Further, in the event of any dispute with Buyer, including but not limited to any dispute involving these Terms and Conditions, LIME CITY shall be entitled to reimbursement of all costs and expenses, including reasonable attorneys' fees, for any claim on which it substantially prevails.

14. **ENTIRE AGREEMENT/.** Except as otherwise agreed in writing, this constitutes the entire agreement between LIME CITY and Buyer, superseding all prior agreements and understandings, oral or written. All such previous communications are hereby abrogated and withdrawn, and no stipulations, representations, or agreements by LIME CITY, or its officers, agents, or employees shall be binding upon LIME CITY unless reduced to writing and attached to and incorporated by reference herein, and no local, general, or trade custom shall alter or vary the terms hereof.

15. **JURISDICTION.** Any questions, disputes, controversies, or litigation between LIME CITY and Buyer, including but not limited to disputes concerning the validity, interpretation, or effect of any order, or interpretation and enforcement of the rights and obligations of the parties

hereunder, shall be governed by the laws of the State of Indiana, and the exclusive venue for resolving any such questions, disputes, controversies, or litigation shall be a state or federal court located in Allen County, Indiana. If any provision of these Terms and Conditions, or any order, is determined invalid under applicable law, such invalidity shall be limited to such provision without invalidating the remainder of the other provisions herein, or in any order; and if any provision of these Terms and Conditions, or any order, is found to be ambiguous or in conflict with any other provision, such ambiguity or conflict shall be resolved in the manner which provides the greatest protection and limitation of liability to LIME CITY.

16. **LIMITS OF LIABILITY.** In no event shall LIME CITY be liable for any punitive damages or legal fees or any special, indirect, or consequential damages (including but not limited to loss of use or loss of profit) that arise out of its provision of goods or services to Buyer. Further, LIME CITY's entire liability for any asserted problem with any goods or services shall not exceed the lesser of the price of each good or service that does not meet the applicable specifications, or the cost to adjust or correct the goods or services to meet those specifications (with LIME CITY having the right to make any adjustments or corrections itself), at LIME CITY's sole election.