

Double HH Manufacturing

TERMS FOR STANDARD PURCHASE ORDER FOR TANGIBLE GOODS

1. **ACCEPTANCE.** Acceptance of this Purchase Order ("Purchase Order") must be made on the exact terms herein. The shipment by the seller as designated on the reverse side of this document ("Seller") of the goods described on the front side hereof (the "Goods") shall conclusively be deemed an unconditional acceptance by Seller of the terms and conditions ("Terms") set out in this Purchase Order notwithstanding any provision in any acknowledgement, invoice, quotation or other document of any kind of Seller. The delivery date shall be the date set forth on the front side hereof ("Delivery Date")
2. **REVOCAION.** Double HH Manufacturing/Division of Hope Haven, Inc. ("DHH") may, in its discretion, revoke this Purchase Order at any time before acceptance by Seller.
3. **DELIVERY.** Seller shall deliver the Goods in the quantities specified in this Purchase Order to the destination and on or before the **Delivery Date.** Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, DHH may terminate this Purchase Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. If Seller delivers more or less than the quantity of Goods as set forth on the front side of this Purchase Order, DHH may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If DHH does not reject the Goods at the increased or reduced quantity, the price of the Goods shall be reduced pro rata. All Goods are to be provided F.O.B. destination, unless otherwise specified. All risk of loss or damage in transit shall be borne by Seller. Any documents necessary to enable DHH to obtain the Goods from the carrier when delivered will be mailed to DHH at or prior to shipment.
4. **PACKING AND SHIPPING.** Deliveries shall be made as specified without charge for boxing, crating, carting, or storage unless otherwise specified, and the Goods shall be suitably packed to secure lowest transportation costs, in accordance with the requirements of common carriers, and in such manner as to assure against damage from weather or transportation. The Goods shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. DHH's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. DHH's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Except as consented to by DHH, Seller shall not ship in advance of schedule and shall ship exact quantities ordered.
5. **WARRANTIES.** Seller warrants to DHH and its customers and to users of the Goods that all Goods (a) will conform to all specifications, drawings, descriptions, and samples set forth in or referred to in this Purchase Order and any applicable governmental or regulatory standards, (b) will be new, (c) will be free from defects in material or workmanship, (d) will conform to any statements made on the containers or labels or advertisements for such Goods, (e) will be adequately and properly contained, packaged, marked and labeled, (f) will be merchantable, (g) will be free from design defects (except for any defects related to designs provided by DHH), (h) will be free from any encumbrance, lien or claim, and (i) will conform in all respects to all samples. If Seller knows or has reason to know the particular purpose for which DHH intends to use the Goods, Seller warrants that such Goods will be fit for such particular purpose. Seller's warranties shall run to DHH, its successors, assigns and customers, and users of products sold by DHH.
6. **REMEDIES.** In the event of a breach of any warranty given by Seller to DHH, DHH shall be entitled to exercise any and all of the remedies available under the Uniform Commercial Code, as adopted in Iowa.
7. **PRICE: TERMS OF PAYMENT.** The price of the Goods is the price stated on the on the front side of this Purchase Order ("Price"). No increase in Price is effective whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of

DHH. Seller warrants that the Prices shown on this Purchase Order are complete, and that no additional charges of any type (including, but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, carting) shall be added without DHH's express written consent. Terms of payment shall be as specified on the front side hereof.

8. **MOST FAVORED CUSTOMER.** Seller represents and warrants that the Price for the Goods is the lowest price charged by Seller to any of its external buyers for similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Purchase Order. If Seller fails to meet the lower price, DHH, at its option, may terminate this Purchase Order without liability.

9. **INSPECTION.** Upon delivery, DHH shall have a reasonable time within which to inspect the Goods before accepting or paying for them. If upon inspection DHH determines that the Goods do not conform to the description on the front side hereof or any warranties contained herein, DHH shall have the right to preserve and keep a sample of the Goods tendered for the purpose of having evidence of the kind and quality of the Goods tendered. In addition to the foregoing, DHH may inspect the Goods during production at Seller's facilities during Seller's regular business hours. No inspection, test, acceptance or use of the Goods by DHH shall affect Seller's warranties or DHH's rights hereunder, and such warranties and rights shall survive any such inspection, test, acceptance or use.

10. **REJECTION.** DHH, 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. In the event any Goods to be delivered hereunder fail to conform to the terms of this Purchase Order, or in the event delivery is not made as herein provided, DHH may, at its option, reject the whole, or accept any unit or units and reject the rest. If DHH rejects any portion of the Goods, DHH has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods.

11. **TERMINATION.** DHH shall have the right to terminate, cancel or suspend, by written notice, in whole or in part, this Purchase Order. Except in case of termination by DHH for breach by Seller of the terms hereof, allowance will be made for normal and reasonable expenses incurred by Seller prior to receipt of notice of cancellation, but DHH will not be liable for any charges or expenses incurred by Seller in advance of the normal or reasonable lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of cancellation.

11. **FORCE MAJEURE.** Failure of Seller to make, or of DHH to take, all or any part of any delivery hereunder, if such failure is due to acts of God, flood, fire, earthquake, tornado, war, labor difficulties, pandemics, government shutdowns, shelter-in-place orders, breakdowns or damage to Seller's facilities or DHH's facilities, embargoes, shortages of transportation equipment and any other cause beyond a party's control, shall not subject such party to any liability to the other party; provided however, that in the event Seller is unable to meet the delivery schedule provided by DHH due to conditions beyond Seller's control, DHH may, if it chooses and without liability to Seller, refuse shipment or any other schedule unless such schedule has been submitted to and approved by DHH.

12. **NONCONFORMING GOODS.** Seller will not substitute nonconforming Goods, or back order Goods without first obtaining DHH's consent thereto.

13. **PROPRIETARY INFORMATION - CONFIDENTIALITY - ADVERTISING.** All non-public information furnished by DHH shall be confidential and Seller shall not disclose, either orally or disclosed or accessed in written, electronic or other form or media, any such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, unless Seller obtains prior written permission from DHH to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for DHH in connection with this Purchase Order. Seller shall not advertise or publish the fact that DHH has contracted to purchase goods from Seller, nor shall any information relating to this Purchase Order be disclosed without DHH's express written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to DHH shall be deemed secret or confidential and Seller shall have no rights against DHH with respect thereto. Seller recognizes that DHH's employees have no authority to accept any information in confidence.

14. **INDEMNIFICATION.** Seller shall defend, indemnify and hold DHH, and DHH's customers and users of the Goods harmless from and against any and all claims, expenses (including reasonable attorneys' fees), or losses suffered or incurred by DHH as a result of or arising out of a claim that (a) any Goods infringe on any patent, trademark, copyright or other intellectual property right of any person or entity or (b) from breach of the warranties

set forth in Paragraph 5 of these Terms. DHH may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller. The fact that DHH furnishes specifications to Seller with respect to any such article shall neither relieve Seller from its obligations hereunder nor limit Seller's liability therefor, nor shall the same be deemed to constitute an undertaking by DHH to hold Seller harmless against any such claim which arises out of compliance with the specifications.

15. **NON-WAIVER.** Waiver by either Seller or DHH of a breach by the other of any provision of this Purchase Order shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.

16. **MODIFICATION.** With the exception of express warranties made by Seller to DHH which are not set forth herein, this writing is intended by the parties as a final and complete expression of their agreement as to the subject matter hereof, and shall supersede all prior oral or written negotiations, understandings or agreements with respect thereto. This Purchase Order may be modified or rescinded only by a writing signed by the duly authorized agents of the parties. The express terms hereof shall not be varied by any course of dealing, performance or usage of trade. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS HEREOF. ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS IN ANY INVOICE, SALES ACKNOWLEDGMENT OR OTHER DOCUMENT PROVIDED OR OFFERED BY SELLER ARE HEREBY EXPRESSLY REJECTED.

17. **ASSIGNMENT.** This Purchase Order may not be assigned by Seller, nor may Seller delegate its duties hereunder, without the prior written consent of DHH. No assignment or delegation may relive Seller of any of its obligations hereunder. DHH may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

18. **GOVERNING LAW/FORUM SELECTION.** This Purchase Order shall be construed and interpreted in accordance with the laws of the State of Iowa without reference to the principles of conflict of laws. Any proceedings arising from or related to breach of this Agreement shall be brought only in the state or federal courts located in the State of Iowa. Seller hereby consents to the jurisdiction of such courts over any such actions.

19. **GRATUITIES.** Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to DHH's employees, agents or representatives with a view toward securing this Purchase Order or securing favorable treatment with respect thereto.

20. **NOTICE OF HAZARDOUS SUBSTANCES.** Seller warrants that the Goods do not contain or constitute a hazardous or toxic substance or material or in any way pose a danger to DHH or its officers, agents, employees or customers or to any other person or entity. Seller shall promptly notify Horton if it at any time discovers or concludes that the Goods contain or constitute a hazardous or toxic substance or material or might otherwise constitute a threat to human health, welfare or the environment.

21. **CONFLICT MINERALS.** Unless DHH specifically agrees in writing that particular Goods may contain a particular material, Seller warrants that the Goods do not contain "conflict minerals" as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 as it may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or any successor governmental agency responsible for adopting regulations relating thereto (collectively, "Dodd-Frank Section 1502"). Without limiting the generality of the foregoing, Seller agrees to disclose to DHH, upon DHH's request, to the extent known or discoverable by Seller following inquiry, the original source and amounts of all minerals contained in the Goods. Seller shall comply with all laws regarding the sourcing of minerals, including, without limitation, laws prohibiting the sourcing of minerals from mines controlled by combatants and Dodd-Frank Section 1502. Without any further consideration, Seller shall provide such further cooperation as DHH may reasonably require in order to meet any obligations it may have, directly or indirectly, under conflict minerals laws, including, without limitation, under Dodd-Frank Section 1502.

22. **TAXES.** Unless expressly otherwise stated on this Purchase Order, DHH shall not be liable for any federal, state or local taxes related to the sale, purchase or use of the Goods, and Seller shall indemnify DHH with respect thereto.

23. **COMPLIANCE WITH LAW.** Seller shall, in the performance of this Purchase Order, comply with all applicable laws, executive orders, regulations, ordinances, proclamations, demands and requisitions of any federal, state or local governmental authority which may now or hereafter govern performance hereunder. Seller, in accepting this Purchase Order, represents that the Goods to be furnished hereunder were or will be produced

or performed in full compliance with all applicable laws. To the extent applicable, Seller agrees to be bound by, comply with, and fully implement the following orders, regulations and clauses, each of which are incorporated by reference: 41 CFR §60-1.4, 41 CFR §61-300.10, 29 CFR Part 471 Appendix A to Subpart A, 41 CFR §60-300.5, 41 CFR §60-741.5, and Employment Eligibility Verification under the Federal Acquisition Regulations (48 CFR 52.222-54). As a contractor and subcontractor shall abide by the requirements of 41 CFR §60-300.5(a) and §60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

24. **PRODUCT - PROCESS CHANGE.** With respect to any Goods purchased by DHH hereunder, Seller may not, without first obtaining DHH's prior written approval, change raw materials, Seller's manufacturing facilities, the tooling used to produce such Goods or in any manner change the process used to produce such Goods from the process described in the pre-production approval process submitted to DHH.

25. **ACCESS TO SELLER'S FACILITIES.** DHH, its representatives and its customers, shall have the right upon reasonable notice to Seller, to inspect the facilities, equipment and processes used by Seller to produce the Goods purchased hereunder and to inspect the Goods at Seller's facilities. Any such inspections shall occur during normal business hours at mutually convenient times and shall be performed in a manner reasonably designed to limit any disruption to Seller's operations.