

# STANDARD TERMS AND CONDITIONS FOR PURCHASE

1. **DEFINITIONS:** “Order”, “purchase order” or “contract” means any agreement between Maple Mold Technologies. (“MAPLE”) and the Seller for the supply of goods and/or services; the “goods” means the subject matter of the orders and includes services; “Seller”, “Vendor”, or “Vendor” means the contracting party with whom the order is placed.
2. **SCOPE OF WORK/ACCEPTANCE.**
  - 2.1. Scope of Work. The Vendor is required to perform only the requirements listed in the body of the purchase order and covered by these terms and conditions. The Vendor will not be required to perform any processes nor deliver goods not specifically mentioned. If a Vendor is not able to meet the contractual obligations of this purchase order, it has three (3) business days to notify MAPLE from its issuance; otherwise MAPLE will consider the purchase order accepted by the Vendor per Paragraph 2.2 below.
  - 2.2. Acceptance of MAPLE's Offer. Any purchase order issued by MAPLE to any Vendor is an offer by MAPLE, which becomes binding on the terms contained therein and herein when it is accepted by Vendor. Vendor will be deemed to have accepted such offer on MAPLE's terms if Vendor: (a) commences working on the goods or providing the services; (b) ships the goods which are the subject of the purchase order; (c) issues a written order acknowledgement; or (d) has not notified MAPLE within time specified of any conflicts. Any acceptance by Vendor of a purchase order is limited to acceptance of the express terms of the purchase order and these Terms and Conditions.
  - 2.3. Attempts to Alter Terms Rejected. Any attempts by Vendor to alter the terms offered by MAPLE, or to propose additional terms, will be considered invalid and rejected by MAPLE unless MAPLE specifically accepts in writing such alterations. The altered or additional terms proposed by Vendor and deemed rejected by MAPLE hereby will be considered a material alteration of MAPLE's offer, and MAPLE's offer will be deemed rejected by Vendor without such altered or additional terms.
  - 2.4. Prior Offer by Vendor. If any purchase order issued by MAPLE to Vendor is deemed to be an acceptance of a prior offer by Vendor, MAPLE's acceptance of such prior offer will be deemed limited to these Terms and Conditions and those terms contained in the purchase orders issued by MAPLE. In such cases, any other terms deemed to be part of Vendor's offer will be deemed material and rejected by MAPLE; but such rejection by MAPLE will not be deemed to operate as a rejection of Vendor's offer unless the rejected terms are those of price or quantity.
3. **PACKING, MARKING AND SHIPPING.** The Vendor shall follow all applicable transportation regulations and good commercial practice for protection to preserve, package and contain shipments in order to prevent deterioration and damage during shipping. Other requirements (such as, by way of example only, lot or heat numbers) that Vendor must fulfill will be spelled out in the Request for Quotation and/or Purchase Order. For hazardous materials, the Vendor shall follow applicable federal, state, and local laws and regulations for the packaging, labeling, transportation, and shipping of such items. MAPLE is not liable for extra charges for packing, cartage, or anything else unless stated in this Order. Vendor shall mark the number of this Order on each container and enclose a packing slip with the Order number in each container. Damage resulting from improper packing or shipping will be charged to the Vendor.
4. **INVOICING, PAYMENT TERMS.**
  - 4.1. Invoicing. All invoices are to be sent to MAPLE at Accounts Receivable, 1985 Northfield Drive, Rochester Hills, MI 48309 or can be emailed to [accountspayable@maplemold.com](mailto:accountspayable@maplemold.com). In order to be considered for payment, each invoice must show the relevant MAPLE purchase order number, contain line item number from the MAPLE purchase order, description, unit price, quantity, and extended price, if any, and contain the name of the person requesting the material or service, if requested by MAPLE.
  - 4.2. Delays for Non-Compliance. Failure to comply with invoice requirements outlined herein may result in a delay in payment by MAPLE and a postponement of the due date until such a time that Vendor has remedied such non-compliance.
  - 4.3. Offset, Withholdings. MAPLE may offset against any amounts due under Vendor's invoices: (a) any damages resulting from Vendor's default under or breach of any contract (including any purchase order and these Terms and Conditions); (b) any amount owing from Vendor to MAPLE; or (c) any adjustment for shortage or rejection and any costs occasioned thereby. In the event that MAPLE becomes aware of potential violation of any governmental law, regulation, or order or contractual obligation by Vendor in relation to its performance hereunder, MAPLE may withhold, without liability or interest, any payment due hereunder associated with matters relating to such potential violation, pending investigation, and resolution of such potential violation.
  - 4.4. Payment Terms. Unless otherwise provided under the applicable purchase order or written agreement between MAPLE and Vendor, payment terms shall be net sixty (60) calendar days. The term of any payment provided for in the purchase order, and all discounts related thereto, shall be calculated from (i) the date the items are received, (ii) the date the items are scheduled to be received, or (iii) the date an acceptable invoice is received, whichever is latest.
  - 4.5. Payment Date, Discounts. If, in its discretion, MAPLE accepts any shipment ahead of schedule, MAPLE may make payments therefore on the basis of the scheduled delivery date. The date for the calculation of MAPLE's entitlement to take a discount under any Vendor invoice will be the date materials acceptable to MAPLE are delivered, or the date an acceptable invoice is received, whichever is the later.
  - 4.6. Taxes/Duties. All prices indicated in purchase orders include all applicable taxes, impositions including but not limited to import and export duties, tariffs, and other similar charges, unless specifically indicated otherwise in such purchase order.
5. **DELIVERY.** Delivery shall be DDP Incoterms® at MAPLE's loading dock. Seller shall insure the goods for the full replacement value of the goods.
  - 5.1. Vendor will deliver acceptable goods and services in strict conformity with any delivery schedule set forth in any purchase order, subject to any delays as a result of any force majeure. Vendor will bear the cost of any normal (except to the extent explicitly specified otherwise under the relevant purchase order) or extraordinary (in any case) shipping charges necessary to meet the delivery schedule specified in any purchase order.

- 5.2. The purchase order delivery schedule and quantities are to be strictly adhered to. Any goods delivered to MAPLE in advance of schedule may be returned by MAPLE to Vendor at Vendor's cost, or will be stored by MAPLE at Vendor's cost. Any deviation from the delivery schedule and/or delivery quantities may result in the complete or partial return of the delivered product. Further, any delivery containing less than the scheduled delivery quantity may have payment withheld until the balance of the parts are delivered.
- 5.3. Risk of Loss. Risk of loss with respect to the goods hereunder shall not pass to MAPLE until delivery of the goods to MAPLE's facility.
- 5.4. Title. Unless otherwise agreed to in writing by MAPLE, title with respect to the goods hereunder shall not pass to MAPLE until delivery of the goods to MAPLE's facility.
- 5.5. Right to Possession. MAPLE has the right to possession of all goods at all times from the time the goods are identified to a purchase order subject to MAPLE's obligation to pay for the goods upon obtaining possession.

## 6. INSPECTIONS

- 6.1. Right to Inspect. All goods and services ordered by MAPLE pursuant to any purchase order are subject to inspection before or after receipt by MAPLE. MAPLE's inspection may, in its sole discretion, include physical, visual, and/or mechanical review, as well as any documentation necessary to substantiate the meeting of quality requirements or specific requirements set forth in the purchase order. Inspections may also include, in the case of raw materials, and at MAPLE's sole discretion, a rheological inspection of review.
- 6.2. Correction/Rejection. If any goods and services are in MAPLE's reasonable business judgment defective in material or workmanship or not in conformity with the drawings, specifications, samples, or other requirements of the relevant purchase order, MAPLE shall notify Vendor. If Vendor fails to correct the defect or non-conformity within a timeframe appropriate to support MAPLE manufacturing needs after such notice or is unable to timely correct the defect or non-conformity (as solely determined by MAPLE), MAPLE may, in addition to any other rights under the purchase order, these Terms and Conditions, or otherwise, correct or have corrected the defect or nonconformity at Vendor's expense. Rejected goods may be returned by MAPLE to Vendor at Vendor's risk and expense, including without limitation all costs (including MAPLE's personnel costs) of unpacking, examining, repacking and reshipping, and transportation of such goods.
- 6.3. Right of Recovery. In addition to any other rights it may have under the relevant purchase order, these Terms and Conditions, or otherwise, MAPLE may recover any and all costs, expenses, and damages paid, incurred, or suffered as a result of or relating to holding, returning, replacing, correcting, or rejecting defective or nonconforming goods or services to the extent that such costs, expenses, or damages resulted from Vendor's action or inaction. MAPLE may, at its discretion, invoice or debit the Vendor's account in the amount of all such costs incurred.
- 6.4. On-site Inspection. Work performed under any MAPLE purchase order is subject to inspection at Vendor's plant by authorized representatives of MAPLE, during normal business hours upon reasonable prior notice to conduct inspections and tests of any finished or unfinished products subject to any MAPLE purchase order. Vendor will make available its facilities to accommodate the safety and reasonable convenience of such representatives. When reasonably requested upon reasonable prior notice, representatives of Vendor will accompany MAPLE, to MAPLE's customer's facilities for such inspection and testing, at no additional cost to MAPLE or MAPLE's customer.
- 6.5. No Waiver. The acceptance by MAPLE of any goods or services under any purchase order will not be deemed to limit or affect any warranty or right of indemnity granted by Vendor under such purchase order, these Terms and Conditions, or otherwise.

## 7. CHANGES

- 7.1. Changes and Adjustments. MAPLE may at any time, by written order (and without notice to sureties), make changes within the general scope of any purchase order in any one or more of the following: (i) drawings, designs, specifications, or other technical documents; (ii) quantity, (iii) time and place of delivery; and (iv) delivery schedules. Without limiting the foregoing, MAPLE may at any time and from time to time modify its shipping, packing, and marking instructions or the invoicing instructions by delivery of a written confirmation thereof to Vendor. Vendor will implement any such changes; provided, that if any such change causes an increase or decrease in the cost of or time required for performance of any work under a purchase order, an appropriate adjustment in the price and/or delivery schedule will be agreed to by MAPLE and Vendor; provided, however, no adjustment to price or delivery time will be made: (a) for any change to delivery schedule when delivery is rescheduled outside of two (2) weeks of the originally scheduled delivery date; or (b) for any change made necessary by reason of defects or nonconformities for which Vendor would be liable under the terms of the order and these Terms and Conditions or otherwise. Any claim by Vendor for adjustment will be made in writing within twenty (20) days from the date the change was ordered by MAPLE, and will set forth the amount claimed and the reasons therefore. If MAPLE and Vendor are unable to agree upon an adjustment in the event of any change directed by MAPLE, the matter will be resolved in accordance with the dispute resolution procedures set forth in the section of these Terms and Conditions titled "Dispute Resolution." Pending resolution of any such adjustment, Vendor will diligently pursue the performance of the order as changed.
- 7.2. Changes to Goods. MAPLE must be notified ninety (90) days in advance of any proposed changes Vendor intends to make to the goods that will affect the ability of the ordered goods to meet the specified purchase requirements, including changes to the quantity of the ordered goods, the timing for deliveries, and the availability of the ordered goods.
- 7.3. Pricing Considerations. Other than where Vendor is subject to the condition of a fixed price for the life of program or when there exists a supply or other agreement that precludes a price adjustment, any requested price increases shall be preceded with a written notification, ninety (90) days in advance of the increase. Included with the notification shall be the justification for same. The parties shall negotiate in good faith as to the appropriateness and timing of any price increase.
- 7.4. Authority to Order Changes. Changes may be authorized or ordered by MAPLE only in writing issued by an authorized representative of MAPLE's Purchasing Department, which expressly states that it constitutes a change to a specified purchase order.

8. **SUSPENSION OF WORK.** MAPLE may, at any time, by written stop-work order to Vendor, require Vendor to stop all, or any part, of the work called for by a purchase order for a period of ninety (90) days after the order is delivered to Vendor, or longer in the event of a design change or if MAPLE receives a stop-work order from its customer, and for any further period to which the parties may agree. Upon receipt of the order, Vendor will

immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the indicated ninety (90) day or other longer period, MAPLE will: (i) cancel the stop-work order; (ii) let such stop-work order expire; or (iii) terminate the work covered by the stop-work order. Upon cancellation or expiration of a stop work order, the Vendor shall immediately resume work under the affected purchase order. If a stop work order is cancelled or allowed to expire, and the suspension effected thereby has a material effect on Vendor's costs or ability to meet the purchase order's delivery schedule, Vendor will use reasonable commercial efforts to meet the existing delivery schedule and purchase price or, if not able to do so, notify MAPLE in writing within five (5) business days of notice from MAPLE of the cancellation of the stop work order or expiration of the suspension of work as to Vendor's proposed adjustment in the delivery schedule or purchase price (but with no increase in profit allowed), or both, and the purchase order will be modified accordingly if acceptable to MAPLE.

- 9. WARRANTIES.** Vendor warrants to MAPLE that all goods and services furnished to MAPLE will conform to applicable specifications, instructions, drawings, blueprints, data, samples, and any other written descriptions, will be of good material and workmanship and free from defects, including defects in design where design is Vendor's responsibility, will be free from all liens and encumbrances, and will be new, merchantable, and fit for the purpose intended. All warranties will survive inspection, test, and acceptance of and payment for the relevant goods and services. This warranty shall be for the greater of: (i) the warranty provided by the Vendor for the applicable goods or services; or (ii) the warranty provided by MAPLE to its end customer for the end product for which the Vendor's goods or services are used or incorporated.
- 9.1. This warranty shall run to MAPLE and its successors, assigns, and customers. This warranty shall begin after MAPLE's final acceptance. MAPLE may, at its option, either: (i) return for credit or refund; or (ii) require prompt correction or replacement of the defective or non-conforming goods. Vendor will bear all costs associated with return to Vendor of defective or non-conforming goods and redelivery to MAPLE and its customers of corrected or replaced goods, all of which shall be at Vendor's expense. Vendor shall be liable for all costs of inspecting, assessing, gaining physical access to, and removal and reinstallation of any installed non-conforming goods or services at MAPLE or MAPLE's customer. MAPLE may, at its discretion, invoice or debit the Seller's account in the amount of the warranty costs incurred.
- 9.2. Deliveries of corrected or replaced goods or services shall be accomplished promptly and shall be accompanied by written notice specifying that such goods or services are corrected, repaired, or replaced. MAPLE's remedies with respect to this warranty shall not be limited, restricted, or disclaimed in whole or part by any other terms or conditions.
- 9.3. Goods required to be corrected or replaced shall be subject to further inspection in the same manner and to the same extent as goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Vendor shall promptly comply with MAPLE's direction to: (i) repair, rework, or replace the goods; or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. The dispute of the breach shall be subject to Section 23 Dispute Resolution.
- 10. PROPRIETARY INFORMATION.** Vendor will maintain the confidentiality of all information furnished by MAPLE as confidential and will not disclose any such information to any other person, or use such information for any purpose other than performing under the purchase order to which it relates. The preceding sentence applies, without limitation, to designs, inventions, materials, models, processes, drawings, specifications, data, reports, and other technical or business information, and the features of all parts, equipment, tools, gauges, patterns, and processes disclosed to Vendor by MAPLE; and, to information supplied in electronic form, including CAD/CAM and computer aided engineering data. Vendor will not sell any such information or otherwise render it useless. Upon fulfillment or termination of any purchase order, and as otherwise directed by MAPLE, Vendor will at its own expense, subject to the specific instructions of MAPLE, either dispose of all information supplied by MAPLE or return such information to MAPLE. The foregoing obligations are in addition to and not as a replacement for any obligations under any nondisclosure agreements in place between the parties.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1. All intellectual property rights (including without limitation patents, copyrights, trade dress, and trademarks) in any and all specifications, designs, drawings, notes, data, documentation, information, and other intellectual property that: (i) are supplied by or on behalf of MAPLE to the Vendor; and/or (ii) arise from the performance of work in pursuance of a purchase order; and/or (iii) are included in the goods or services supplied by Vendor under any purchase order, shall (in the case of (i) above) remain the property of MAPLE and (in the case of (ii) and (iii) above) be considered as a work for hire and be deemed to be the property of MAPLE, and the Vendor shall promptly take all necessary steps and do all necessary acts (at MAPLE's expense) to vest such intellectual property rights in MAPLE. Vendor assigns all rights, title, and interest to any such intellectual property to MAPLE including all rights to registration, publication, rights to create derivative works, and all other rights that are incident to ownership. In the event that any court holds such creative works not to be works for hire, Vendor agrees to assign such intellectual property rights to MAPLE at MAPLE's request in consideration of a reasonable price negotiated between the parties in good faith.
- 11.2. Such intellectual property and intellectual property rights shall not be used by Vendor except to the extent required for the purposes of the purchase order, nor copied or communicated by Vendor to any other party, without the prior express written consent of MAPLE.
- 11.3. All such specifications, designs, drawings, notes, data, documentation, information, and other intellectual property referred to above shall be returned/provided (together with all copies thereof) to MAPLE immediately upon request or in any event on completion or termination of the purchase order.
- 11.4. The Vendor represents and warrants that the purchase, use, sale, and/or other exercise of the goods or services by MAPLE and/or its customers will not infringe any intellectual property right(s), including without limitation any patent, trade dress, copyright, or trademark, in each case whether registered or unregistered, in existence or pending anywhere in the world at the date of delivery of the goods or services supplied.
- 12. INDEMNIFICATION.** Vendor will defend, indemnify, and hold harmless MAPLE and its affiliates, and their officers, agents, employees, successors, and assigns, against any claims, loss, damage, or expense, including without limitation, payment of direct, special, incidental, and consequential damages, and expenses of defending claims including attorneys' fees, arising out of or relating to Vendor's breach of obligations under any purchase order, these Terms and Conditions, or negligence or willful misconduct with respect to performance of the purchase order. This duty to defend, indemnify, and hold harmless extends to any suit, claims, judgment, or demand which arise out of or in connection with: (i) Vendor's performance or nonperformance of any purchase order placed by MAPLE; (ii) Vendor's breach of warranty; (iii) any defect in the goods or services whenever discovered; (iv) patent infringement or misappropriation of trade secrets by Vendor (other than pursuant to specifications or instructions provided by MAPLE) or failure of Vendor to pay royalties; or (v) any other breach of Vendor's obligations hereunder whether such claims or suit is based upon contract, warranty, strict liability in tort, negligence, or

other legal theory, and also extends not only to third-party claims but also to any loss suffered by MAPLE. The indemnity provided by Vendor is only to extent of its percentage of fault for the claim; Vendor need not provide indemnity to the extent of the claim caused by MAPLE's negligence.

- 13. INSURANCE.** Vendor will, at all times, maintain with reputable insurance companies, insurance in the minimum amount of \$1 million per claim or occurrence, for property damage, cyber, bodily injury, product liability, product recall, contractual liability, and professional liability or errors and omissions if Vendor is providing advisory or consulting services. At MAPLE's request, Vendor will name MAPLE as an additional insured under such policies, and will provide to MAPLE a certificate of such insurance providing for 30 days prior written notice to MAPLE of cancellation or material change. Vendor will maintain workers' compensation insurance sufficient to cover all of its general and special employees engaged in work pursuant to any MAPLE purchase order and insurance against liability for personal injury or death or destruction of or damage to property arising out of work in fulfillment of any MAPLE purchase order, and will provide prompt evidence to MAPLE of such coverage upon MAPLE's request.
- 14. DEFAULT**
- 14.1. Default. Time is of the essence in the purchase order. It is a default under any purchase order and these Terms and Conditions if Vendor: (i) refuses or fails to deliver any goods or perform any services within the time specified in such purchase order except as provided herein; (ii) fails to comply with any other provision of such purchase order or these Terms and Conditions; (iii) fails to make progress so as to endanger performance of such purchase order in accordance with its terms and these Terms and Conditions, or repudiates such purchase order; or (iv) suspends its business or become insolvent or subject to any law relating to bankruptcy, insolvency, or relief from creditors, or takes any action in anticipation thereof.
- 14.2. Termination for Default. In the event of any default by Vendor under any purchase order or these Terms and Conditions, MAPLE may terminate such purchase order (and all related purchase orders), with no liability owed to Vendor whatsoever, other than for payment of invoices already delivered to MAPLE which remain unpaid, less any setoff for damages suffered by MAPLE as a result of Vendor's default. In the event of any such termination for default, Vendor will be liable to MAPLE for any and all damages resulting from Vendor's default. If MAPLE terminates any purchase order for default in whole or in part, it may acquire under commercially reasonable terms, supplies, or services similar to those terminated, in which case Vendor will be liable for any excess costs for those goods or services. Upon a termination in part, Vendor will continue any work not terminated. If, after termination, it is determined that the Vendor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for MAPLE's convenience under the section below titled "Termination for Convenience."
- 15. TERMINATION FOR CONVENIENCE.** MAPLE may terminate any purchase order in whole or in part for any reason with thirty (30) days advance written notice.
- 15.1. The Vendor shall use its best efforts to mitigate the costs arising from such termination. In no case shall the amount payable by MAPLE for the terminated work exceed the price which would have been payable by MAPLE had the work been completed.
- 15.2. MAPLE may cancel any purchase order at any time in the event that MAPLE's customer cancels a corresponding order to MAPLE, subject only to Vendor being paid its substantiated direct costs incurred up to date of notice of cancellation.
- 16. LIMITATION OF LIABILITY.** MAPLE shall not be liable to Vendor for manufacture or procurement of goods, materials, or components in advance of any agreed-to lead time in accordance with the latest purchase order delivery schedule. As a material term of this contract, Vendor agrees that any manufacture or order of goods, materials, or components in advance of any agreed-to lead-time shall be solely at Vendor's risk and MAPLE assumes no liability for Vendor's manufacture or procurement in advance of any agreed-to lead-time.
- 16.1. **UNDER NO CIRCUMSTANCES SHALL MAPLE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXMAPLELARY DAMAGES OR DAMAGES FOR LOST PROFIT, REVENUE, OR OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR SIMILAR DAMAGES.**
- 17. COMPLIANCE.** Vendor represents and warrants that all of the goods and services provided by Vendor will comply, and will be manufactured and furnished by Vendor in compliance with, all applicable federal, state, and local laws, regulations, orders, and ordinances, including the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219) and all other applicable laws relating to labor unions and human rights in the production of goods and its work-place.
- 18. HAZARDOUS SUBSTANCES AND MSDS.** Vendor is required to provide a Material Safety Data Sheet (MSDS) if a good is hazardous as defined in OSHA 29 CFR 1910.1200. All MSDS will be provided to the appropriate MAPLE site as stated in the purchase order. This provision applies to all orders for chemical goods and raw stocks/substrates. Although this provision includes orders for hazardous materials and chemical substances, it is not restricted to such goods and may include items such as raw stocks, substrates, and resins.
- 19. SECURITY FOR MAPLE INFORMATION STORED BY VENDOR**
- 19.1. If Vendor receives and holds MAPLE Information on its information systems, Vendor shall maintain effective information security to ensure the secure storage and/or processing of MAPLE Information (as defined below) at Vendor's facility and to facilitate the exchange of information between MAPLE and Vendor. As used in this provision, "MAPLE Information" means (i) Proprietary Information (as defined in section 10, above) owned by MAPLE; (ii) information managed by MAPLE; (iii) information that MAPLE is obligated to manage and protect on behalf of others; and (iv) personally-identifiable information relating to an identified or identifiable employee of MAPLE or others that is protected by various privacy laws (current or future) as applicable throughout the world.
- 19.2. Vendor agrees to install, implement, and update security hardware, software, procedures, and policies that will provide reasonable and effective information security. Vendor shall use reasonable efforts, as measured by the available technology at the time, to prevent anyone other than its authorized employees from accessing the MAPLE Information and assure that all MAPLE Information and applicable software is appropriately backed up and recoverable in the event of a disaster.
- 20. FORCE MAJEURE.** Deliveries or acceptance will be subject to extension of time made necessary by reason of delays or disabilities directly affecting Vendor or MAPLE, respectively, occasioned by fires, floods, or other catastrophes, wars, riots or embargo delays, pandemics, government allocations or

priorities, unforeseeable government restrictions or controls, or unusually severe weather conditions, to the extent such delays and disabilities are beyond their reasonable control in spite of prudent precautions. Performance may be delayed only to the extent reasonably caused by such event, and upon prompt written notice of the event. If such delay continues for more than ninety (90) days, MAPLE may terminate in accordance with section 15. ~~above~~

21. **ASSIGNMENT AND SUBCONTRACTING.** Neither a purchase order nor any interest in a purchase order may be assigned, in whole or in part, by the Vendor without prior written approval by MAPLE; a change of control of the Vendor shall be considered an assignment requiring prior written approval hereunder. Any such attempted assignment without consent shall be void and shall have no effect. Neither the entirety nor any part of any purchase order may be further subcontracted by the Vendor without the prior written approval by MAPLE.
22. **WAIVER AND SEVERABILITY.** The failure or delay of either party to insist on performance of any provision of these Terms and Conditions or any purchase order, or to exercise any right or remedy available under these Terms and Conditions or any purchase order, will not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of these Terms and Conditions or any purchase order is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.
23. **DISPUTE RESOLUTION.** In the event of any controversy, claim, or dispute arising out of or relating to a purchase order (a "Dispute"), MAPLE and Vendor shall seek to resolve the matter amicably through mutual discussions to be initiated by written notice by the aggrieved party to the other party as promptly as possible after a Dispute arises and to be conducted diligently in good faith by both MAPLE and Vendor. Such discussions may be conducted over the telephone, or at a meeting or meetings, held at the principal offices of MAPLE, or at such other location as the parties may agree.  
  
If the parties fail to resolve any such Dispute by amicable arrangement and compromise within the thirty (30) day period immediately following the date of the notice initiating such discussions referred to in the paragraph above, either party may submit the Dispute for resolution by mediation. The mediation shall be conducted at the principal offices of MAPLE or at such other location as the parties may agree. The mediator shall be jointly selected by the parties. Mediation shall continue for at least thirty (30) days, unless the mediator chooses to withdraw sooner. Each party shall bear its own costs of the mediation effort, and the parties shall equally share the cost of the mediator.  
  
If the Dispute cannot be resolved through mediation, either party may commence an action to resolve the Dispute in the courts of the State of Michigan in Oakland County, and the federal courts of such jurisdiction, and each of the parties irrevocably submits to the exclusive jurisdiction of such courts, waives any objection it may now or hereafter have as to venue or as to convenience of forum, and agrees that all claims in respect such Dispute be heard and determined only in such courts.
24. **GOVERNING LAW.** All MAPLE's purchase orders shall be governed by, interpreted, and enforced in accordance with the internal laws of the State of Michigan, including the provisions of Michigan's Uniform Commercial Code, but specifically excluding the provisions of the U.N. Convention on Contracts for the International Sale of Goods and without giving effect to its conflict of laws principles.
25. **INTEGRATION AND MERGER.** These Terms and Conditions together with any nondisclosure agreement executed by the parties and any purchase orders issued to Vendor constitute the entire agreement between MAPLE and Vendor, and supersede all prior representations, agreements, understandings, and communications between MAPLE and Vendor. No amendment or modification of this contract or a purchase order will be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both MAPLE and Vendor. The rights and remedies afforded to either party pursuant to any part or provision of these Terms and Conditions are in addition to any other rights and remedies afforded by law.
26. **RELATIONSHIP OF PARTIES.** Vendor and MAPLE are independent contracting parties and nothing in a purchase order shall make either party the agent, joint venturer or legal representative of the other for any purpose whatsoever, or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Although third parties may be referenced, there are no third-party beneficiaries to a purchase order, except as specifically provided in writing by MAPLE.