

**WOLVERINE EUROPE LIMITED
TERMS OF PURCHASE**

WOLVERINE EUROPE LIMITED ("Wolverine") purchase orders are subject to these Terms of Purchase. In these Terms, "**goods**" and "**services**" refer to the goods or services described on the attached purchase order to be purchased by Wolverine from the seller named on the attached purchase order ("**Seller**"), and "**Contract**" refers to any contract formed pursuant to this order.

1. **Agreement.** This order constitutes an offer by Wolverine and may be revoked or changed at any time before acceptance. WOLVERINE SPECIFICALLY OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS BY SELLER IN ACKNOWLEDGING OR ACCEPTING THIS ORDER, and neither acceptance of delivery of all or part of the goods or services ordered, nor payment therefore, shall constitute acceptance by Wolverine of any such different or additional terms and conditions that may be contained in Seller's acknowledgment, acceptance, confirmation, invoice, or other writing, regardless of whether Seller's acceptance of this order is conditioned upon Wolverine's assent to such terms and conditions. If this order is made in response to a written proposal or other form of offer from Seller, and if Seller's proposal or other form of offer contains terms and conditions additional to or different from those contained herein, then WOLVERINE'S ACCEPTANCE OF SELLER'S PROPOSAL OR OFFER IS HEREBY EXPRESSLY CONDITIONED UPON SELLER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER. The signing and returning to Wolverine of this order, other written indication of acceptance, commencement of any work or the performance of any services purchased hereunder, or the shipment of conforming or non-conforming goods shall constitute acceptance by Seller of this order and all its terms and conditions.

2. **Price and Payment.** Unless Wolverine agrees otherwise in writing, Wolverine shall not be required to pay any sales, use or other taxes arising because of Wolverine's purchase from Seller. Except as shown on the attached purchase order, Wolverine shall not be required to pay any late charge, interest, finance charge or similar charge. Wolverine's payment of the purchase price does not indicate its acceptance of the goods or services. Payment terms, including discount periods, shall run from the latest of (i) the scheduled date for delivery or performance; (ii) the actual date of delivery of conforming goods or performance of conforming services; and (iii) the date of Seller's invoice. Seller warrants that the prices set forth in this order are not higher than the lowest prices charged by Seller to any other customer for the goods and services. Seller warrants it shall use its best efforts to achieve the lowest possible purchase price. Seller agrees Wolverine may pay part or all of the purchase price with trade credits.

3. **Delivery and Force Majeure.** Unless Wolverine agrees otherwise in writing, the goods shall be delivered F.O.B. Wolverine's facility identified on the attached purchase order or the Wolverine facility otherwise designated by Wolverine, except that Wolverine may at its own option take delivery of all or any part of the goods at Seller's facility. Time of delivery or performance is of the essence, and Wolverine's stated delivery or performance date cannot be extended for any reason, including delays in manufacture or shipment that Seller cannot control. Seller shall not, however, be liable for any non-performance or delay in performance caused solely by a strike, lockout, riot, war, insurrection, act of God or public enemy, if Seller immediately notifies Wolverine of the event and gives Wolverine a detailed description of the non-performance or delay that will be caused by it. Wolverine shall then have the right to terminate the Contract, without liability to Seller.

4. **Excess, Installment, and Early Deliveries.** If Seller delivers more goods than Wolverine ordered, then, unless Wolverine agrees otherwise in writing, Wolverine shall not have to pay for the excess. Unless Wolverine agrees otherwise in writing, Seller shall deliver all of the goods in a single delivery and not in installments. Wolverine's acceptance of a delivery containing less than the required quantity shall not relieve Seller of its obligation to deliver the balance of the ordered goods at the price and on the other terms specified in this order. If Seller delivers the goods before the scheduled delivery date, Wolverine may, at Seller's expense and risk, either store them or return them to Seller. Wolverine's acceptance of an early delivery shall not change the payment terms.

5. **Blanket Order.** If the attached purchase order states that it is a blanket purchase order or blanket purchasing agreement, then, except to the extent otherwise expressly stated on the attached purchase order, (i) Seller is obligated to deliver to or perform for Wolverine all goods or services ordered or released by Wolverine during the period, or in accordance with the delivery or performance schedule specified on the attached purchase order, (ii) Wolverine is not obligated to order, release or purchase from Seller any particular quantity or volume of goods or services, and (iii) Wolverine may purchase any or all of the goods or services from others.

6. **Representations and Warranties About Seller.** Seller represents and warrants to Wolverine that (i) Seller has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the contract formed pursuant to this order, (ii) the Contract is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, (iii) Seller is solvent, and (iv) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Wolverine or of any affiliate of Wolverine.

7. **Representations and Warranties About the Goods and Services.** Seller represents and agrees that (i) the goods and services shall be merchantable, of good material, workmanship, and quality, fit for the purposes for which Wolverine intends them and free from faults and defects, (ii) the goods and services shall conform to any samples, drawings, specifications, performance criteria standards or other requirements that are referred to on the attached purchase order or that Wolverine has otherwise specified or agreed to in writing, and (iii) the goods, their manufacture and sale, and the services shall comply with all applicable federal, state, local and foreign laws, regulations, standards and orders, including, without limitation, the Fair Labor Standards Act of 1938 and the Occupational Safety and Health Act of 1970, as amended. If Wolverine requests it, Seller shall give Wolverine certificates of compliance with applicable laws and regulations. Wolverine's approval of a sample, drawing, specification or standard shall not relieve Seller of any of its warranties under this paragraph, including, without limitation, its warranties of merchantability, fitness and compliance with laws. Seller's warranties extend to future performance of the goods and services and survive inspection, tests, acceptance, and payment.

8. **Indemnity.** Seller shall indemnify and hold Wolverine harmless (and defend Wolverine if it requests) as to any claims, liabilities, losses, damages and expenses (including attorney fees) brought against Wolverine or incurred by Wolverine because of (i) any breach by Seller of any of its warranties to, or agreements with, Wolverine, (ii) any claim that any of the goods or services infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world, (iii) any death, injury, or damage to any person or property caused or alleged to have been caused by the goods or services or by Seller's manufacture of the goods or performance of the services, (iv) any negligent act or omission on the part of Seller or any of its subcontractors, or (v) the installation, delivery, operation, or use of the goods.

9. **Inspection.** Wolverine's employees or agents may at any time enter Seller's premises to inspect and test the goods, Seller's process of manufacture of them, and any materials, components, or work-in-process that is to be used in their manufacture.

10. **Changes.** Wolverine may at any time, by written notice to Seller, change this order or the Contract as to (i) designs or drawings or specifications for the goods or services, (ii) time or place of delivery or performance, (iii) method of packing or shipment, or (iv) quantity of the goods or extent of the services. If this causes a change in Seller's cost or time of performance, Wolverine shall consider an equitable adjustment in the price or time for delivery or performance, or both, if Seller gives Wolverine a written request justifying an adjustment within 20 days after Wolverine notifies Seller of the change. If an adjustment is not agreed upon, Wolverine may withdraw the change to the order or Contract or Seller may decline to provide the goods or services subject to the change.

11. **Termination.** Wolverine may terminate the Contract if Seller fails to supply goods or services in a manner equal or superior to other companies in Seller's industry. Such failure shall include, but not be limited to, not remaining competitive, in Wolverine's sole discretion, in terms of quality, delivery, engineering support or technological advances. Wolverine may terminate the Contract, in whole or in part, after such failure, by written notice to Seller stating the extent and effective date of termination. The effective date of termination shall be no earlier than ninety (90) days after the date of the written notice.

If at any time (a) Seller defaults in the performance of any of Seller's obligations to Wolverine, (b) Seller repudiates the Contract or (c) any warranty or representation of Seller to Wolverine in or in connection with the Contract shall be false or misleading, then Wolverine may terminate the Contract, in whole or part, and Seller, if and to the extent demanded by Wolverine, shall immediately deliver to Wolverine finished and unfinished goods, work-in-process and raw materials acquired for use in the manufacture or processing of the goods. Payment of part or all of the purchase price by Wolverine shall not be a precondition to Seller's obligation to make the delivery. After Wolverine's damages for Seller's breach or repudiation (including, without limitation, any cost of "cover" or of completing the manufacture or processing of the goods) are determined, Wolverine shall pay to Seller any excess of (i) any unpaid part of the purchase price properly allocable to any such goods, work-in-process and raw materials delivered to Wolverine over (ii) Wolverine's damages. Termination by Wolverine under this paragraph shall not impair Seller's obligations under *Paragraphs 6, 7, 8, 12, 13, 14, 18, 19, 20 and 21* of these Terms of Purchase.

12. **Wolverine's Rights.** Without limiting other rights and remedies available to it, Wolverine may, at its option, (i) return nonconforming goods to Seller, at Seller's risk and expense, and require Seller either to give Wolverine full credit against the price, or promptly to repair or replace the goods at Seller's risk and expense; (ii) retain the goods and set off losses against any amount due Seller; or (iii) repair or replace the goods and charge Seller with the expense. In addition to Wolverine's rights set out in this order, Wolverine has all of the other rights and remedies that the law gives to buyers, including the right to recover incidental and consequential damages resulting from any breach by Seller. Wolverine shall not lose any right just because it does not exercise it. Wolverine shall have the full statutory period of limitations to bring any action arising out of Wolverine's agreement with Seller. A reasonable time for Wolverine to notify Seller of any breach is not less than two years from when Wolverine discovers the breach.

13. **Furnished Items.** Any drawings, specifications, documents and other information and any tooling, equipment or other property that Wolverine shall furnish to, or acquire from, Seller in connection with Seller's manufacture of the goods or performance of the services ("**Furnished Items**") shall remain Wolverine's property. Seller shall (i) maintain in good condition any **Furnished Items**, (ii) upon request, mark the **Furnished Items** "**PROPERTY OF WOLVERINE EUROPE LIMITED**", (iii) not commingle the **Furnished Items** with property of Seller or third parties, (iv) allow Wolverine to inspect and examine them at any time, and (v) return them to Wolverine upon its request.

14. **Insurance.** Seller shall maintain insurance coverage that will fully protect both Seller and Wolverine from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any person, that shall arise from the goods or their use or the performance of the services or any activities connected with the services. Seller shall maintain employee's liability and compensation insurance that will protect Wolverine from any and all claims and liabilities made by Seller or any employee or agent of Seller under any applicable worker's compensation or occupational disease acts. All insurance required by this paragraph shall be in amounts and coverages, and shall be issued by insurers, that shall be satisfactory to Wolverine. Upon request by Wolverine at any time, Seller shall furnish Wolverine with certificates evidencing required insurance.

15. **Prepayment.** If Wolverine pays any part of the purchase price of the goods before delivery to Wolverine, (i) title (but not risk of loss) to each item of the goods shall pass to Wolverine upon identification of the item to the Contract; (ii) to the extent necessary to protect Wolverine's title to the goods, Seller grants Wolverine a security interest in the goods to secure Seller's obligation to deliver them to Wolverine and all of Seller's other present and future obligations to Wolverine; (iii) Seller shall sign and deliver to Wolverine appropriate financing statements to evidence Wolverine's title to the goods and that security interest; (iv) Wolverine may file a photocopy of this purchase order as a financing statement; and (v) Seller shall obtain from each person holding a security interest in or lien upon the goods a written agreement releasing that security interest or lien or subordinating it to Wolverine's interest in the goods.

16. **Work on Premises.** If performance of services or delivery or installation of goods by Seller involves operations by its employees or subcontractors on the premises of Wolverine or of a customer of Wolverine, (i) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention and safety rules and regulations in force at the premises, and (ii) Seller shall keep the premises free from accumulation of waste materials and rubbish caused by its employees or subcontractors and upon completion shall promptly remove all of Seller's equipment and surplus materials.

17. **Services.** If this order covers services, (i) Seller is an independent contractor, and neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Wolverine, and (ii) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities and other items necessary to perform the services.

18. **Confidentiality.** Seller shall not sell or offer to sell to anyone other than Wolverine any goods made in accordance with any drawings or specifications that Wolverine furnishes to Seller. Seller shall maintain the confidentiality of, and shall not disclose or use or permit to be disclosed or used or to be viewed by any third party (including any of Seller's suppliers), the goods, any designs of or specifications for the goods, any **Furnished Item** or any information concerning Wolverine's business, operations or activities, including, without limitation, information concerning Wolverine's present or proposed products, product developments, plans, strategies, finances, know-how, sales, customers and marketing or sales techniques ("**Confidential Information**"), except that Seller may disclose Confidential Information to a third party (other than a competitor of Wolverine or a subsidiary or affiliate of a competitor) to the extent disclosure is necessary in order for Seller to perform its obligations under the Contract. If there is a breach of this paragraph or *Paragraph 13* (either actual or threatened) by Seller, Wolverine's remedies at law will be inadequate. Therefore Wolverine shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and Wolverine's rights and remedies shall be cumulative.

19. **Intellectual Property.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems and other matters created or developed by Seller in the course of Seller's performance of the services ("**Intellectual Property**") shall be the sole property of Wolverine. All Intellectual Property shall be considered "works made for hire" within the meaning of the federal Copyright Act of 1976, as amended, and under the equivalent laws of any other country. If the goods or their design are subject to any patent rights held by Seller, then Seller grants to Wolverine an irrevocable, non-exclusive, royalty-free license of the patent rights to the extent necessary to enable Seller to repair or rebuild any or all of the goods. This license is in addition to all patent licenses impliedly granted to Wolverine as a purchaser of the goods.

20. **Other Terms.** Seller shall not have and waives any security interest in or lien (including any statutory lien) upon any **Furnished Items** or the goods. Seller may not delegate or subcontract any of its obligations under this order without Wolverine's written consent. Wolverine may deduct from, and set off against, any amounts at any time owing to Seller under this order any damages or other amounts then owing to Wolverine by Seller, whether under this order or otherwise. If at any time Wolverine has reasonable grounds for insecurity as to Seller's performance, Seller shall provide adequate assurance of due performance within 10 days after demand by Wolverine, which shall be considered to be a reasonable time.

21. **Applicable Law.** This order and the Contract shall be governed by, and interpreted according to, the laws of England and Wales. Any action based upon or arising out of this order or the Contract may be handled by the courts of England and Wales, and Seller irrevocably consents that the courts shall have personal jurisdiction over Seller and waives any objection that the court is an inconvenient forum.

22. **Substitution.** No substitution of materials or accessories shall be made without prior written permission from Wolverine.

23. **No Assignment.** Seller shall not assign this order or any interest therein without the prior written consent of Wolverine.

24. **Waiver.** Wolverine's waiver of any breach by Seller of any condition or right pursuant to this order shall not be deemed a waiver as to any other breach, condition, or right.

25. **Complete Agreement.** Seller has not made any promises or representations to Wolverine, and Wolverine has not made any to Seller, that are not in this order. Any change in, or waiver of, any provision of this order or the Contract must be contained in a writing signed by Wolverine.

G826882v1