

STANDARD TERMS AND CONDITIONS OF SALE

Clause 1.- Parties. "Seller" means the Champion, Inc. affiliate selling goods to the Buyer. "Buyer" means entity or person submitting the purchase order to Seller.

Clause 2 - Acceptance. Buyer acknowledges and agrees that these Standard Terms and Conditions of Sale (the "Standard Terms") are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Seller, whether expressed in written form, by electronic data interchange or otherwise (each referred to as a "Contract"). These Standard Terms supersede all conflicting or additional terms pre-printed on any purchase order or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

Clause 3 – Payment:

(a) Unless otherwise agreed in writing, payment for all goods and services shall be net 30 days from the date of Seller's invoice without discount for early payment. Seller reserves the right at any time to suspend credit or to change credit terms (to include requiring cash on delivery) provided herein when, in Seller's sole judgment, Buyer's financial condition so warrants. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of any Contract or any provision thereof.

(b) If payment is overdue, Seller may charge the Buyer interest at the rate of 1.5% per month from the date of the default until Seller receives payment in full, or if such amount exceeds the amount permitted by applicable usury laws, the maximum lesser amount permitted by applicable usury laws. Seller may apportion any part payments made by the Buyer against any outstanding principal or interest as it may decide.

(c) If payment is overdue under any Contract between Seller and the Buyer, Seller may in its sole discretion: (i) suspend or cancel the delivery of goods or performance of services in respect of any other Contract between the parties, (ii) re-allocate goods, components or parts ordered under the applicable Contract to fill other open Seller orders, and/or (iii) refuse to accept any subsequent order from, or enter into any new Contract with, Buyer.

(d) Seller retains a purchase money security interest under applicable law in the goods sold until payment in full has been made. In the event of default by Buyer under the Contract, Seller shall have all the rights and remedies of a secured creditor under the applicable law. Buyer authorizes seller to prepare any such financing statements and other documents as Seller may require in order to perfect Seller's security interest.

Clause 4 - Taxes and Other Charges. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor or, in lieu of such payment, Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Clause 5 - Performance and Delivery: Shipment of goods will be made FOB Seller's facility (Ex Works for international shipments) per INCOTERMS 2010, unless otherwise agreed to in writing. Title shall transfer upon shipment of goods. Seller will use commercially reasonable efforts to insure on time delivery. In no event shall Buyer be entitled to liquidated damages as a remedy for any delay in delivery by Seller nor shall Seller be liable for any loss, damage or delay incurred by the Buyer or its customers arising from late or non-delivery of goods. Seller reserves the right to supply an order for goods in any number of installments. Buyer shall pay all insurance costs associated with delivery, and Buyer shall be responsible for filing and pursuing claims with carriers for loss or damage in transit. The Buyer waives any claim for shortage of any goods delivered if a claim in respect of short delivery has not been lodged with Seller within seven (7) days from the date of receipt of goods by the Buyer. Seller is not responsible to the Buyer or any person claiming through the Buyer for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not Seller is legally responsible for the person who caused or contributed to that loss or damage). Seller must provide the Buyer with such assistance as may be necessary to press claim on carriers so long as the Buyer (a) has notified Seller and the carriers in writing immediately after loss or damage is discovered on receipt of goods, and (b) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the goods.

Clause 6 - Limited Warranty: The warranty obligations of Seller for goods sold by Seller will in all respects conform and be limited to the warranty extended by the manufacturer of such goods, if transferable. The sole remedy available to

Buyer with respect to defects in such goods will be against such manufacturer under any applicable manufacturer's warranty to the extent available to Buyer. TO THE EXTENT THE MANUFACTURER WARRANTY IS NOT TRANSFERABLE TO BUYER, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE GOODS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Clause 7. - Indemnification. Each party shall indemnify and hold harmless the other party and its agents, employees, officers, directors, successors and assigns, from and against any and all damages, liabilities, losses, expenses, costs or claims (including without limitation reasonable attorneys' fees), to the extent that such claims and losses are directly caused by (a) the negligence or willful misconduct of the indemnifying party or (b) the indemnifying party's breach of any of its covenants, representations or warranties set forth herein.

Clause 8 - Limitation on Liability. Except as provided for herein, in no event will Seller be liable for any indirect, incidental, special, consequential, punitive or similar damages including, but not limited to, lost profits, loss of data or business interruption losses. In no event will the total, aggregate liability of Seller under the Contract exceed the value of the Contract under which liability is claimed. The liability limitations shall apply even if Seller has been notified of the possibility or likelihood of such damages occurring and regardless of the form of action, whether in contract, negligence, strict liability, tort, products liability or otherwise. The parties agree that these limits of liability shall survive and continue in full force and effect despite any termination or expiration of any Contract. Any action by Buyer against Seller must be commenced within one year after the cause of action has accrued. No employee or agent of Seller is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure or chart issued by Seller are descriptive only and are not warranties.

Clause 9 - Intellectual Property.

(a) Marks. Buyer shall have no right to use the corporate name of Seller, or to use any trademark, servicemark, trade name, brand name or other product identification owned or used by Seller (collectively, the "Marks"), except as necessary for the performance of Buyer's obligations under the Contract for the exclusive benefit of Seller or as Seller may otherwise approve in writing. The Marks are and shall remain the property of Seller at all times, and Buyer shall acquire no property, ownership or other interest whatsoever in the Marks by virtue of the Contract. Unless prior written consent is given by Seller, Buyer shall not alter any Mark in any way. Upon the expiration or other termination of the Contract for any reason whatsoever, Buyer shall immediately discontinue all use of the Marks, and shall immediately discontinue any and all representations, direct or implied, that it is or was a representative of Seller. Buyer shall not register, or cause to be registered, in any jurisdiction, any of the Marks or any other trade name, trademark, servicemark, word, or symbol that is identical or similar to any of the Marks.

(b) Notification of Infringement. Buyer shall immediately inform Seller in the event Buyer becomes aware of any infringement of any Mark, patent, copyright or other intellectual property right of Seller. Buyer shall, during the Term, assist Seller in taking such steps as Seller may deem necessary or appropriate to protect the Marks or Seller's patent, copyright or other intellectual property rights. Nothing herein contained, however, shall be construed as obligating Seller to commence any legal proceedings or take any other steps to protect the Marks or its patents, copyrights or other intellectual property rights.

Clause 10 - Returns and Cancellations. Goods supplied pursuant to the Contract cannot be returned without Seller's prior written authorization. Duly authorized returns: (a) shall be sent to Seller's premises at the Buyer's expense; (b) may be subject to a handling charge of twenty percent (20%) of the invoiced value of the Goods, at Seller's discretion; and (c) must be in the same condition as originally delivered to the Buyer. The Buyer may not, without the prior written consent of Seller, cancel an order, including, without limitation, any order for goods that involve special requirements of the Buyer, once the order has been accepted by Seller. Should Seller provide consent to cancel an order, the cancellation will be subject to a handling charge of twenty percent (20%) of the invoiced value of the Goods. There are no exchanges, discounts, or cancellations on all "Special Order" Goods (defined as Goods that are designed, produced, and/or manufactured to explicit specifications per Buyer's request). Sales of all "Special Order" Goods are final at the time the order is placed.

Clause 11 - Force Majeure. Failure of Seller to make any delivery (or portions thereof) when due, if occasioned in whole or in part by any act of God or other act beyond the reasonable control of Seller, including without limitation fire, explosion, flood, drought, adverse weather conditions, war, riots, civil insurrection, terrorism, sabotage, accident, embargo, governmental priority, requisition, or shortage or failure of supply of materials or labor, or strikes or other labor trouble, shall be excused. Seller shall have no obligation or liability whatsoever arising out of or in connection with any such failure.

Clause 12 - Severability. Any provision or provisions of the Contract that in any way contravenes the law of any state or country in which the Contract is effective shall, in such state or country, to the extent of such contravention of law, be deemed separable and shall not affect any other provision of the Contract or its validity.

Clause 13 - Survival. Any obligations and duties which by their nature extend beyond the expiration or termination of the Contract shall survive any expiration or termination of the Contract.

Clause 14 - Waiver. Any waiver on the part of either party hereto of any right or interest shall not imply the waiver of any other right or interest, or any subsequent waiver.

Clause 15 - Amendments. Any modifications to these Standard Terms, including the incorporation of additional terms, may only be made by written instrument, signed by both parties, specifically identifying and purporting to modify these Standard Terms.

Clause 16 - Governing Law. Unless otherwise provided in the Contract, these terms shall be deemed to have been executed and entered into in the State of Michigan and the Contract, and its formation, operation, and performance shall be governed, construed, performed, and enforced in accordance with the substantive laws of that state without regard to its conflicts of law principles.

Clause 17 - Dispute Mitigation and Resolution:

(a) If a dispute arises out of or relates to this Contract or its breach, the Parties shall endeavor to settle the dispute through direct discussion. Within ten (10) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute. Disputes between the Seller and Buyer not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution. If the matter is unresolved after submission of the matter to mediation, the dispute shall be submitted to the AAA and arbitrated using the current Construction Industry Arbitration Rules of the AAA. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(b) The venue of any binding dispute resolution procedure shall be in Iron Mountain, Michigan unless the Parties agree on another mutually convenient location. Any court action required to enforce the terms of this binding dispute resolution procedure and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the award shall be filed in the County of Dickinson, State of Michigan.

GENERAL TERMS AND CONDITIONS OF PURCHASE (COMMODITY GOODS)

Clause 1 - Parties: "Buyer" means the Champion, Inc. affiliate identified on the face of the Purchase Order (as defined below). "Seller" means the party to whom the Purchase Order is submitted.

Clause 2 - Acceptance: Seller acknowledges and agrees that these Terms and Conditions are incorporated in, and are a part of, this contract and each Purchase Order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form, by electronic data interchange or other tangible format, relating to the Materials to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). Seller acknowledges and agrees that it has read and understands these Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including these Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that an authorized employee of Buyer expressly agrees to accept any such proposals in writing.

Clause 3 - Product Supply:

(a) Seller shall supply the materials (the "Materials") set forth in Buyer's purchase order ("Purchase Order") upon receipt of a Purchase Order and according to the terms of this Contract and the applicable Purchase Order. Buyer has not contracted for, and Seller is not obligated to supply, any Materials unless and until a Purchase Order is issued. By executing this Contract, Seller is deemed to accept all Purchase Orders that comply with the terms and conditions contained herein. In the event of any inconsistency or ambiguity between this Contract and any Purchase Order, the Purchase Order shall prevail and control. No terms or conditions submitted by Seller that are in addition to, different from or inconsistent with this Contract, including those contained in any Seller quotation, invoice, acceptance or acknowledgement of Purchase Order or other instrument, shall be binding upon Buyer unless specifically and expressly agreed in a writing signed by a duly authorized representative of Buyer.

(b) Seller will use commercially reasonable best efforts to ensure an uninterrupted supply of the Materials to Buyer. If Seller is unable to supply the Materials in accordance with the terms of this Contract, then Buyer may cancel outstanding Purchase Orders without liability to Seller and source the Materials from a third party, including from Seller's competitors. Seller will be responsible for and will pay Buyer all incremental and increased costs associated with sourcing Materials from an alternative Seller, including supply chain cost differentials.

(c) Buyer does not guarantee any minimum level of purchases, or that it will necessarily acquire any, or all, of its requirements of the Materials from Seller. Nothing herein shall prevent Buyer from obtaining from a third party and/or independently providing Materials that are the same as or similar to the Materials provided hereunder.

Clause 4 - Payment: As consideration for the Materials, Buyer shall pay the amount specified in the applicable Purchase Order(s). Seller represents that the prices and terms for the Materials are no less favorable to Buyer than Seller currently offers to any other customer for the same or similar Materials. All invoices must reference the applicable Purchase Order number and must be submitted in duplicate. Buyer reserves the right to return all incorrect invoices. Buyer shall pay all correct invoices within sixty (60) days of the date acceptable invoices are received.

Clause 5 - Taxes: Seller shall be solely responsible for and pay any taxes or other assessments required to be paid by Seller in connection with Seller's performance under this Contract or any Purchase Order; provided, however, that if Seller is charged and required to pay any state, provincial or local sales or use taxes in connection with any transaction hereunder, Buyer will reimburse Seller for such tax unless Buyer advises Seller that an exemption applies. Seller will provide Buyer with any necessary supporting documentation to claim a reimbursement for any sales or use tax.