

United Tool & Mold, Inc.
Jungwoo USA, LLC
Terms and Conditions of Sale

Unless United Tool & Mold, Inc. or Jungwoo USA, LLC (as the case may be, “we” or similar references) has entered into a written agreement with you as purchaser that is signed by our authorized representative, the following terms and conditions will govern when we sell products and/or services (referred to as the “Products and/or Services” and which term includes New Molds described below) to you. We value your business and trust that you understand that our pricing is based on our having a set of terms and conditions that fairly balances the costs and risks of doing business between us. United Tool & Mold, Inc. and Jungwoo USA, LLC are affiliated companies, but neither shall be responsible for the obligations of the other.

1. Quotations; Contract of Sale. Unless a different period of time is specified in a quotation for the sale of Products and/or Services, prices quoted expire ten (10) days from the date of quotation or sooner if we notify you before your acceptance. These Terms and Conditions and any document of ours attached hereto, and any other written or electronic communication of ours that directed you to or incorporates these Terms and Conditions, including any quotation, will collectively constitute the “Contract Documents” (and in the event of any conflict, these Terms and Conditions will prevail) governing sale of the Products and/or Services described in the Contract Documents. You will be deemed to have accepted the provisions of the Contract Documents, including these Terms and Conditions, by manifesting your acceptance by any of the following: (a) signing and returning to us a copy of the Contract Documents; (b) sending to us a written acknowledgement of the Contract Documents; (c) placing a purchase order or giving instructions to us respecting the sale or delivery of Products and/or Services following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of all or any part of the Products and/or Services; (f) paying for all or any part of the Products and/or Services; or (g) indicating in some other manner your acceptance of the Contract Documents. You will be deemed to have received the Contract Documents if we have notified you where they can be accessed via the Internet. If you attempt to accept a quotation after it has expired, we may accept your purchase order or other communication, but any acceptance by us is expressly conditioned upon these Terms and Conditions forming a part of the Contract Documents. Upon acceptance, you irrevocably agree and commit to purchase the Products and/or Services in accordance with the Contract Documents. **WE HEREBY OBJECT TO AND REJECT THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF OUR CONTRACT DOCUMENTS (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED FROM THE CONTRACT), AND OUR OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE CONTRACT DOCUMENTS SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN YOU AND US WITH RESPECT TO THE PRODUCTS AND/OR SERVICES (THE “CONTRACT”) AND MAY BE MODIFIED ONLY IN A WRITING SIGNED BY OUR AUTHORIZED REPRESENTATIVE. NO PRIOR OR OTHER CONTEMPORANEOUS PROPOSALS, STATEMENTS, FORECASTS, SAMPLES, MODELS, SPECIFICATIONS,**

COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE CONTRACT BETWEEN YOU AND US.

2. Payment. Unless specified otherwise elsewhere in the Contract: (a) payment for new molds or related products (“New Molds”) must be made 50% upon receipt of your order by us, 40% upon shipment of sample parts by us, and 10% immediately prior to shipment of such New Mold by us; and (b) payment for engineering changes, repairs and other service work must be made within thirty (30) days from the date of invoice for any progress payments required in our quote; and within thirty (30) days after our shipment of your mold or other equipment to you. All invoices are payable in full, at our headquarters in Duncan, South Carolina, in United States dollars. All payments will be due and payable without offset, discount (unless explicitly provided for in the Contract) or any reduction in the Contract price, without deduction for any exchange or conversion, and also without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for your account may be accepted and applied by us against any indebtedness owing by you, as shown by our books and records, without discharge of the remainder of any such indebtedness regardless of any statement by you referring to or accompanying such payment. You agree to pay late payment charges for each month or portion thereof on any payment hereunder that is not made when due. The late payment charge rate will be the lesser of 1.5% per month, and the maximum rate allowed by applicable law. We may, at any time, in our sole discretion, limit or cancel any credit terms given to you as to time and amount; and as a condition to our obligations under the Contract (including sourcing or delivering all or any part of the Products and/or Services), we may, in our sole discretion, require you to (i) pay in cash an amount sufficient to cover the unpaid Contract price (including all related transportation, storage and other costs to be charged to you), or (ii) obtain and maintain an irrevocable commercial letter of credit in our favor for such unpaid Contract price, in each case on terms satisfactory to us in our sole discretion. Any such letter of credit will be payable on sight and be in a form and issued and confirmed by a bank or banks satisfactory to us, in our sole discretion. The terms of any such letter of credit will comply with any specifications or requirements furnished by us to you, including provisions for transferability, partial delivery, transshipment, and acceptance of stale documents. You will bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation and amendment of each such letter of credit. The opening or confirmation of such letter of credit will not discharge your direct payment obligation to us.

3. Default. You will be in default and fundamental and material breach of this Contract upon the occurrence of any of the following: (a) your uncured breach or nonfulfillment of this or any other contract with us; (b) your failure to obtain and maintain any letter of credit required by us in accordance with the Contract; (c) your failure to make timely payment to us for any installment of the Products and/or Services; (d) your failure to assort, specify, or accept any installment of non-defective Products and/or Services; (e) your insolvency, calling of a meeting of your creditors, or general assignment for the benefit of your creditors; or (f) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning you (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by you, we may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and

remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of this Contract or any other contract with you (with you being liable for damages); (ii) defer any shipment under this or any other contract; (iii) declare immediately due and payable all outstanding invoices under this or any other contract; (iv) immediately repossess all or any part of the Products and/or Services in transit or in the custody or control of you pursuant to this or any other contract, at the sole risk and expense of you; (v) finish all or any portion of our performance of the Contract and charge you up to the full Contract price and (vi) re-sell all or any part of the Products and/or Services (as applicable) covered by this or any other contract, or any materials supplied for the Contract, at public or private sale, with you being responsible for all losses and expenses incurred in such sale.

4. Retention of Title. Unless specified otherwise elsewhere in the Contract, all Products and/or Services (as applicable) delivered to you will remain the property of us, or if such retained title is not valid or enforceable under applicable law, we will have and retain a security interest and lien in and against the Products and/or Services and their proceeds until we have received payment in full therefor from you. You agree that you will cause all Products and/or Services (as applicable) which we have delivered but for which we have not been paid in full (wherein we have accordingly retained our interest) to remain in a separate and distinct location, marked by conspicuous signage disclosing our retained interest in such Products and/or Services (as applicable) and will not transfer to any third party any interest in such Products and/or Services. Notwithstanding our retained interest in the Products and/or Services, you will bear all risk of loss or damage with respect to the Products and/or Services, and will be responsible for maintaining full replacement cost insurance for the Products and/or Services, at your sole expense, with us named as a loss payee and additional insured, until we have been paid in full therefor. Notwithstanding our retained interest in any of the Products and/or Services, you will be solely responsible and liable for any and all taxes, warehousing or storage costs, transportation costs or other costs or liabilities associated with the Products and/or Services following delivery thereof by us in accordance with the Contract. You agree to execute any document deemed necessary or appropriate by us, in our sole discretion, to perfect or enforce our retained interest in the Products and/or Services, or in the alternative, we may file or record the Contract or any memorandum or statement thereof without your signature.

5. Delivery; Bill and Hold. Unless specified otherwise elsewhere in the Contract, our delivery of the Products and/or Services will be at our facility, with risk of loss and damage passing to you at such point, subject to our rights under applicable law. For any Products and/or Services held subject to your instructions or which we, in our sole discretion, have determined should be held for your account, we may invoice before delivery, with risk of loss or damage passing to you as of the date of such invoice. You will pay all insurance, freight, and delivery charges as a separate item. Unless specified otherwise elsewhere in the Contract, delivery of Products and/or Services in a quantity varying not more than ten percent (10%) from the Contract amount will be deemed complete delivery of the Contract amount, and payment will be made for the actual quantity delivered. Delivery may, in our discretion, be made in severable installments, and installment deliveries will be accepted by you and paid for at Contract prices and terms. Unless specified otherwise elsewhere in the Contract, all delivery dates are our good faith estimates of shipping and are not guaranteed. Products and/or Services invoiced and held in any location for

any reason will be held at your risk and expense, and we may charge for insurance and storage at prevailing rates. No Products and/or Services may be returned without first obtaining our written authorization. You acknowledge that Products and/or Services that are customized for you are not subject to return except at our option as provided in Section 9.

6. Suitability of Products and/or Services; Product Information; Indemnification. We may from time to time provide suggestions or assistance regarding the design, use or applicability of particular Products and/or Services or the quantity or quality of particular Products and/or Services. You acknowledge that the Products and/or Services have characteristics selected by you, and you will not rely on any suggestions or assistance provided by us, including whether the type, design, quantity or quality of Products and/or Services described in a quotation or other document of ours, and subsequently delivered to you, are sufficient for your purposes. You further acknowledge that the conditions affecting each application of Products and/or Services are unique, and you will obtain approval of Products and/or Services, including (without limitation) the design and specifications of such Products and/or Services, from engineers consistent with good industry practice. Under no circumstances will we have any responsibility for the design, specifications or characteristics of any parts produced by molds or other tools. We may also from time to time furnish you with specifications, literature and other information provided by the manufacturers of components included within Products and/or Services, whether by delivery to you of manufacturers' information or links to manufacturers' websites. You acknowledge that we make no representations regarding the accuracy of such information and assume no liability regarding its content. You agree to defend, indemnify and hold harmless us and our agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, your employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of Products and/or Services by you or of the information, designs, services or other work supplied to you (including claims by a third party that designs or tools supplied by you infringes such third party's intellectual property), whether caused by the concurrent and/or contributory negligence of you, us, or any of our respective agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of the Contract.

7. Limited Warranties. SUBJECT TO SECTION 8 AND YOUR COMPLYING WITH YOUR OBLIGATIONS IN THESE TERMS AND CONDITIONS, WE WARRANT VALID TITLE TO THE PRODUCTS AND/OR SERVICES AND THAT THE PRODUCTS AND/OR SERVICES WILL SUBSTANTIALLY CONFORM TO THE SPECIFICATIONS APPROVED BY YOU AND US. EXCEPT FOR THE FOREGOING WARRANTY, ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY WARRANTIES BASED UPON SAMPLES, MODELS, OR SPECIFICATIONS, ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RISK AND LIABILITY CONCERNING THE USE OF PRODUCTS AND/OR SERVICES. ANY ADVICE, SUGGESTIONS OR

ASSISTANCE THAT WE FURNISH TO YOU AND THE RESULTS THEREOF ARE PROVIDED AT YOUR SOLE RISK AND EXPENSE.

8. Limitation of Liability. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING OUR LIABILITY, THE DAMAGES RECOVERABLE BY YOU BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THIS CONTRACT OR THE PRODUCTS AND/OR SERVICES SHALL NOT BE GREATER THAN THE ACTUAL CONTRACT PRICE OF THE PRODUCTS AND/OR SERVICES PAID BY YOU WITH RESPECT TO WHICH SUCH CLAIM IS MADE, AND IN NO EVENT SHALL WE BE LIABLE FOR YOUR OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE PRODUCTS AND/OR SERVICES.

9. Defects and Claims. You agree to examine and test Products and/or Services within thirty (30) days after receipt and before use and will give us prompt notice of any alleged nonconformity. Your use of Products and/or Services will be deemed acceptance as conforming to the Contract. All claims of any kind, nature, or description are barred and waived unless made in writing. You will be deemed to have accepted the Products and/or Services, and any right to cancel, reject, or claim damages will expire, and you will lose and waive any right to rely upon or claim nonconformity of the Products and/or Services, unless your written and particularized claim is received by us in accordance with this Section. For Products and/or Services other than New Molds, you must notify us within thirty (30) days after receipt of Products and/or Services. For New Molds, you must notify us (a) within thirty (30) days after receipt of such New Mold for all claims other than those for latent defects, and (b) with respect to a latent defect, you must notify us before the earlier to occur of one (1) year after receipt by you of such New Mold, or 200,000 uses ("shots") of such New Mold. You agree to maintain New Molds or other products sold to you in accordance with industry recognized standards for maintenance. In no event will we have any obligation after Products and/or Services have been further modified or incorporated in other products or systems, or if you have not complied with the maintenance obligations described in the preceding sentence. If you have a claim for defective Products and/or Services, you will make such Products and/or Services available without cost to us at a point reasonably designated by us (with failure to do so deemed acceptance and waiver of all claims for defect), and you must store such Products and/or Services (as applicable) in a reasonably protected environment. If we determine a claim to be valid, we may, at our sole option and election, (i) replace any defective Products and/or Services, (ii) repair any defective Products and/or Services, (iii) accept return of any defective Products and/or Services and refund the purchase price therefor to you, or (iv) pay to you the difference in value of conforming Products and/or Services as of the scheduled Contract delivery date and the value of the Products and/or Services actually delivered. The foregoing constitutes your exclusive remedy for any defective Products and/or Services hereunder. For purposes of these terms and conditions, a "latent defect" shall mean a defect that is not capable of being discovered through commercially reasonable inspection or testing under the circumstances.

10. Force Majeure. Neither party will be liable for loss or damage due to nonperformance resulting from any cause beyond the affected party's reasonable control, including compliance with any regulation, order, or instruction of any governmental authority, act of God, war (declared or undeclared), terrorism, act or omission of the other party, act of civil or military authority, fire, epidemic, flood, catastrophe, strike, factory or port shut-down, lockout, riot, rationing, shortage of material, or inability of such affected party to obtain necessary labor from usual sources; provided, however, no delay in the performance of your payment obligations hereunder (including any obligation with respect to obtaining a confirmed letter of credit) will be excused on account of any such cause. In the event of any excused delay due to any such cause, the affected party will as soon as practical notify the other party thereof and will at the same time, or the earliest practical date after such notice, specify any revised performance schedule. In the event of any such excused delay, the time of performance by the affected party will be extended for a period equal to the time lost by the affected party by reason of the delay. If the transaction is covered by a letter of credit, the letter of credit will provide that receipt by the confirming or issuing bank of a copy of the notice of delay from us will operate as the instruction of you to said banks to amend the letter of credit to extend the times for shipment and the expiration of the letter of credit to the date(s) indicated in said notice.

11. Prices. All prices are exclusive of any applicable import duties and tariffs, customs fees, export licensing fees, or import or export taxes, federal, state, provincial or local sales, use, property, or value added taxes or other any taxes or official charges, all of which are your sole responsibility. We may change quoted prices by notice to you prior to your acceptance. If the Products and/or Services are for emergency repair, you will pay us in accordance with our standard repair pricing policy. Notwithstanding any firm pricing for a period of time, we may pass through, and you will pay, any price increases or surcharges incurred by us that are generally applicable to the industry and arise from raw material or commodity shortages or price disruptions.

12. Governing Law. For all sales located within, or if you are organized in, the United States, the law of the State of South Carolina, without regard to its conflict of laws principles, will govern this Contract and the rights and obligations of the parties hereunder. For all international sales to purchasers with no United States presence, the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") will, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties hereunder. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of this Contract and the Sales Convention, the provisions of this Contract will govern and prevail. To the extent of any such inconsistency or conflict, the provisions of this Contract will be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Further, without limiting the generality of the foregoing, the following provisions of the Sales Convention are hereby excluded from this Contract: Articles 8(3), 9, 11, 16(2), 39(2), 44, 46, 50, and 84(1). Questions that are not expressly settled in this Contract or by application of the Sales Convention are to be settled in conformity with the internal laws of the State of South Carolina, U.S.A., without regard to its conflict of laws principles. The Convention on the Limitation Period in the International Sale of Goods is hereby excluded and

will not govern any claim arising from or relating to this Contract or the sale or purchase of Products and/or Services.

13. Dispute Resolution. We and you hereby irrevocably consent to the exclusive jurisdiction of the Courts of the State of South Carolina or the United States District Court for the District of South Carolina in any and all actions and proceedings arising out of or relating to the Contract Documents or any transaction between the parties. You hereby waive any objection which you may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Anything to the contrary in this Contract notwithstanding, in addition to your obligations described in Section 9, any claim by you of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by you, unless you institute a proceeding in one of the above-described courts within one (1) year after the claim first arose. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE CONTRACT DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY TRANSACTIONS BETWEEN THE PARTIES.

14. Assignment and Delegation. Neither party will transfer or assign this Contract, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted transfer or assignment hereof without such consent will be void and without force or effect. Except as otherwise expressly provided herein, this Contract is not intended to be for the benefit of, and will not be enforceable by, any person not a party to it or the permitted assignee of such party.

15. Notices. Unless specified otherwise elsewhere in the Contract, all notices and similar communications provided hereunder must be in writing, and delivered by first-class, prepaid, registered United States mail or reputable overnight courier service.

16. Miscellaneous. All rights and remedies hereunder will be in addition to all other rights and remedies under applicable law, all of which rights and remedies will be nonexclusive and cumulative. No waiver by either party of any default will be deemed a waiver of any subsequent default. If any provision of this Contract is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Contract. Your acceptance of the Contract Documents will constitute your representation and warranty that you have obtained all necessary approvals, licenses and permits required from all applicable governmental authority with respect to the shipment, importation, delivery or use of the Products and/or Services. We will have the right to cancel its performance under this Contract, and may withhold or suspend performance of any of its responsibilities hereunder, for any failure or delay by you in giving us any assurances we may require, in our sole discretion, that all such approvals, licenses and permits have been obtained, in which event you will promptly reimburse and indemnify us for all damages, costs or losses incurred by us due to such failure or delay by you.