

PURCHASE ORDER TERMS AND CONDITIONS
Important – Read Carefully

1. Acknowledgement and Acceptance: Purchase orders shall be subject to these terms and conditions and those appearing on the face hereof. No different or additional terms in any quotation or acknowledgement utilized by Seller shall become part of this purchase order unless agreed to in writing by Buyer. Buyer shall not be responsible for any deliveries made without a purchase order signed by a purchasing agent of the Buyer.

2. Price: The price shall be as specified on the face of this order, or, if no price is specified, at the price last quoted to Buyer by Seller for similar goods or services. If no price has been previously quoted to Buyer, the price shall not exceed the price given by Seller to other buyers for similar service, goods, and quantity. Buyer shall have the benefit of any price decline between the date of this order and the date of shipment. There shall be no additional charges of any kind, including charges for packing and cartage, unless agreed to in writing by Buyer. Unless otherwise stated herein, payment terms will be net forty five (45) days and discount terms will be computed from the date of receipt of merchandise or date of invoice, whichever is later.

3. Shipment: Seller must deliver the specific quantity ordered by Buyer unless Buyer agrees otherwise in writing. Buyer reserves the right to reject any goods in excess of the specified quantity. Seller must mark all delivery packages with the purchase order number and enclose a packing slip with each shipment showing the contents, quantity, part number, description, and purchase order number. Seller will notify buyer if partial shipments will be made prior to shipment. Seller must provide five days notification of shipments that will not meet purchase order delivery date.

4. Inspection and Acceptance: Buyer reserves the right to reject any goods delivered by Seller which do not conform to specifications or other requirements of this order. Acceptance of goods shall be returned at Seller's expense, or held pending Seller's instructions. Seller shall not replace any rejected goods without Buyer's written authorization. The Buyer, with prior notification, reserves the right to verify contracted purchase order material at the Seller's facility. Seller to submit material certification documents by part number drawing as requested by Buyer.

5. Warranty: Seller extends all warranties provided by law and further warrants that the goods purchased by Buyer are in exact accordance with any order, description, or specification made by Buyer, are free from defects in material and workmanship, and are merchantable. Seller warrants that all goods furnished and services performed for Buyer will comply with all applicable federal, state, or other laws, ordinances, and governmental regulations. All warranties shall survive delivery and shall not be deemed waived by reason of Buyer's acceptance or payment. If it is determined that the seller's part is defective, any warranty replacements will be provided at seller's expense, including costs related to field replacement.

6. Indemnity/Insurance: Seller agrees to be responsible for any bodily injury or property damage resulting from Seller's performance on this purchase order, including any work on Buyer's or its customer's premises, unless caused solely by the negligence of Buyer or its customer. Seller hereby represents and warrants that it is carrying adequate insurance to cover such liabilities, and fire and extended coverage insurance for any of Buyer's property while in Seller's possession.

7. Patent Indemnification: Seller warrants that it will defend at its expense any suit against Buyer alleging infringement or contributory infringement of any patent covering all or part of the material furnished under this order, its manufacture, or its use, if such use is induced by Seller or if there is no practical non-infringing use. Seller will pay costs, fees, and damages awarded against Buyer for such infringement by any final court decision, provided Buyer promptly notifies Seller of any suit alleging such infringement and tenders to Seller the defense of such suit. Buyer reserves the right to be represented in such defense at its own expense. Buyer extends a like warranty to Seller with respect to unavoidable infringement by Seller in complying with Buyer's specifications, except to the extent that such specifications are derived from Seller or Seller has notice of such infringement.

8. Development Work: Seller agrees that all inventions or improvements conceived or discovered by Seller in performing any development work under this order shall be the sole property of Buyer or its successors or assigns. Seller will disclose to Buyer all such inventions and improvements and, upon request from Buyer, Seller will execute such proper papers, prepared by and at the expense of Buyer, as Buyer deems necessary to patent or otherwise protect its rights in such inventions and improvement.

9. Disclosure: The Seller acknowledges that it has not and will not obtain any rights to the Buyer's patents, copyrights, trademarks, or trade names; and agrees to hold in strict confidence the Buyer's product specifications and other technical information and trade secrets. Seller acknowledges that it shall have no right to sell any product bearing any trademark, name, brand, or label of Buyer to any person other than Buyer. Unless Buyer otherwise agrees in writing, any information disclosed to Buyer by Seller in connection with this purchase order shall be considered as having been disclosed to and received by Buyer on a non-confidential basis, except for those obligations arising under patent laws.

10. Drawings and Specifications: All specifications, drawings, technical information, and data furnished by Buyer to Seller shall remain the property of Buyer. Seller shall not copy, duplicate, or take extracts from such documents without Buyer's prior written consent. Such documents shall be used only in the manufacture and production of goods for Buyer and shall be returned to Buyer at Buyer's request.

11. Tooling: All tools, dies, fixtures, and patterns furnished by the Buyer, or which the Buyer authorizes the Seller to acquire for work on this order, shall remain the property of the Buyer. Such tooling shall be identified and marked as Buyer's property and shall be maintained by Seller at its expense in suitable operating condition. Such tooling and any other property of Buyer delivered to Seller pursuant to this purchase order may be removed from Seller's plant at any time by Buyer without additional liability to Buyer.

12. Assignment: Seller shall not assign its interest under this order without prior written consent by Buyer.

13. Changes: Clerical errors in this order are subject to correction and Buyer shall have no liability due to any such correction. Buyer shall have the right at any time to make changes in this order by written notice to Seller and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this order, Seller shall notify Buyer immediately and negotiate an adjustment.

14. Remedies: Buyer reserves the right to cancel this order if goods are not delivered within the time specified or if Buyer determines at any time that Seller cannot fulfill its obligation under this order. Nothing herein shall exclude any other rights and remedies to which Buyer is entitled by law. No suit may be brought by Seller for any breach by Buyer or any other claim arising out of this order after one (1) year from date of delivery of the goods covered hereby. Seller shall pay all costs, including attorney fees, incurred by Buyer in enforcing the terms of this order. All Orders placed by the Buyer shall be interpreted and governed by the laws of the State of Michigan. Any claim shall be settled by arbitration in accordance with the International Chamber of Commerce (ICC).

15. Severability: If any provision of this order is found to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

16. Freight terms are FOB Destination unless otherwise specified on Purchase order.