

Experi-Metal Inc. Supplier Terms and Conditions

- 1. DEFINITIONS.** Buyer means Experi-Metal Inc. or other company listed as the Buyer on the Purchase Order. Seller means the person or entity responsible for performing or providing the Work as described in the Purchase Order. Change Order means a document issued by Buyer that alters, amends or modifies this Purchase Order. Purchase Order means these terms and conditions, the applicable purchase order/contract, plans, specifications, and any other documents listed on, or incorporated into, the purchase order and/or these terms and conditions, including any supplemental terms or documents. Goods means all of Seller's deliverables, equipment, material goods and/or documentation furnished by Seller. Services means all services provided by Seller under the Purchase Order. Work means all of Seller's Goods and/or Services obligations covered by the Purchase Order.
- 2. OFFER/AND ACCEPTANCE/ORDER OF PRECEDENCE.** The following terms, together with such terms as are set forth on the face of the Purchase Order, along with such plans, specifications or other supplemental terms or documents as are incorporated by reference in the Purchase Order constitute the offer of Buyer to Seller and shall, when accepted, constitute the entire agreement between Buyer and Seller. Buyer objects to and rejects any different or additional terms. Acceptance of this offer is expressly limited to its terms, and shall be deemed to have been accepted upon the earlier of Buyer's receipt of a written acknowledgement executed by Seller, upon Seller's shipment of the Goods identified herein and/or upon Seller's commencement of the Work. The Purchase Order may be modified only in writing signed by Buyer. If the Purchase Order is sent to Seller in response to a quotation or an offer of Seller submitted to Buyer, the terms of the Purchase Order including these terms and conditions, shall supersede and control all provisions in the quotation or offer of Seller and shall be a rejection of such quotation or offer and an offer to Seller. Any reference herein to any proposal, quotation or other communication by Seller shall be deemed to be limited to the description of the Goods or Services. Seller represents that the prices charged for the Work covered by the Purchase Order are the lowest prices charged by Seller to buyers in the same general class as Buyer under conditions generally similar to those specified in the Purchase Order. Seller agrees that any price reduction made effective by Seller in Work covered by the Purchase Order subsequent to its placement but prior to delivery will be applicable to it. In the event there is a conflict between these terms and conditions and the face of the Purchase Order, the face of the Purchase Order shall control.
- 3. ASSIGNMENT/SUBCONTRACTING.** Seller shall not have any right to assign, transfer, delegate, or subcontract the Purchase Order or any benefits or obligations of the Purchase Order without the prior written consent of the Buyer. Any attempt by Seller to do so shall be null, void, and of no force or effect. Buyer may freely assign to any third party its rights and obligations under any Purchase Order without the consent of Seller. Subject to the foregoing, the Purchase Order shall inure to the benefit of and be binding upon each party's respective successors and assigns.
- 4. INDEPENDENT CONTRACTORS.** Seller and all its employees, subcontractors and suppliers are, with respect to Buyer, independent contractors. Except as otherwise expressly provided herein, Seller shall perform all Services, furnish all labor and supervision, do all Work, and provide all equipment, materials, tools and supplies as are necessary or incidental to the complete performance of its obligations as required and described in the Purchase Order. Seller shall be solely responsible for the performance, general direction, supervision and administration of the Work of its employees, subcontractors, suppliers and those under its control. Any rights to inspect, reject, approve or oversee the Work or other similar provisions, including safety rules and practices, are for Buyer's benefit only (and not for any other person or entity) and do not relieve Seller of its responsibilities. Seller shall be responsible for all wages, taxes, or benefits for its employees, including personnel or compensation records, computation of compensation, unemployment compensation, overtime and fringe benefits or performance of such other duties and obligations as are required to comply with any and all applicable federal state and local laws, ordinances, rules and regulations. Seller shall require the same of its subcontractors and suppliers.

5. **INFORMATION.** Any equipment, tooling, patterns, designs, drawings, processes, specifications, engineering and business data and other technical and proprietary information (without limitation) furnished by Buyer to Seller shall be deemed to be confidential (and/or proprietary/secret) to Buyer and to have been furnished solely for the internal use by Seller only for its performance of the Purchase Order and all copies of such information and documentation (and any derivatives, drawings, notes, or other Work related to the same) shall be promptly returned to Buyer upon completion of the Purchase Order or at any such earlier time as Buyer may request. This section shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. In any event, the parties intend the information and materials provided by, from, or through Buyer to be protected and kept confidential by Seller to the fullest extent permitted by law. Seller will not issue or assist with any public statements, press releases, photographs and similar publicity concerning the Work provided herein without prior written approval of Buyer. Buyer's intellectual property rights and proprietary information (including those incorporated into drawings, schematics, specifications, etc.), whether in hard copy or in electronic format, remain the property of Buyer. Notwithstanding any other provisions or requirements of the Purchase Order, no intellectual property rights of Buyer are being granted, transferred, licensed, or assigned. The confidentiality obligations in this section shall be in addition to, and not in replacement of, any confidentiality obligations of the parties as may be set forth in a nondisclosure agreement or similar agreement between the parties.
6. **TERMS OF PAYMENT.** Following each shipment of Goods delivered or Service provided under the Purchase Order, Seller shall send proof of shipment and/or completion, a separate and substantiated invoice (setting forth the applicable Purchase Order number, lines and accurately setting forth all item numbers, dates, descriptions, and other information required by Buyer) in duplicate, accompanied by a packing list including package type, dimensions, weight and contents for each package and bill of lading or express receipt (as applicable). No charges for extras will be allowed. Failure to submit proper documentation will delay processing of transactions, including payment. Invoices shall be paid within sixty (60) days of Buyer's acceptance of the Work provided under the Purchase Order. Payment of an invoice shall not constitute final acceptance of the Work and shall be subject to appropriate adjustment or withholding for failure of Seller to furnish the Work or meet the requirements of the Purchase Order. All amounts due from Buyer and/or any of its direct or indirect subsidiaries or affiliates ("Buyer Affiliates") to Seller and/or any of its direct or indirect subsidiaries or affiliates ("Seller Affiliates") shall be net of any indebtedness or other obligations of Seller Affiliates to Buyer Affiliates. Buyer Affiliates may, without notice to Seller Affiliates, set-off against or recoup from any amounts due or to become due from Seller Affiliates to Buyer Affiliates however and whenever arising. Buyer Affiliates may also set-off against or recoup from any amount due to Seller Affiliates to the extent Buyer reasonably deems itself to be at risk with regard to any amounts owed by Seller Affiliates to Buyer Affiliates.
7. **TITLE AND RISK OF LOSS.** Title to and risk of loss of each of the Goods or parts to be delivered hereunder shall pass from Seller to Buyer upon Buyer acceptance. If at any time the Goods delivered do not meet the specifications or otherwise do not conform to the requirements of the Purchase Order, Buyer shall have the right to reject such Goods. Rejected Goods may, at Buyer's option, be returned to Seller or held for disposition at Seller's risk and expense. No substitutions of materials or accessories may be made without Buyer's written consent.
8. **PROGRESS REPORTS, INSPECTION AND TESTING.** Seller shall provide Buyer with initial schedules for the supply of Work on the Purchase Order within 10 business days of Purchase Order submission. Updated schedules (showing progress against initial schedules) shall be submitted as required by Buyer. All material and work in progress shall be subject to inspection and testing at all times and places (including manufacture) as Buyer or its customers may direct it. Any inspection or test (preliminary and/or final) may be made on Seller's premises. Seller shall furnish, without additional charge, all reasonable facilities and assistance for inspections and tests. Unless otherwise required by Buyer, all inspections and tests shall be performed in such manner as will not unreasonably delay the Work. Seller shall work within and inspect to tolerances and limitations specified on drawings and specifications covering the Work and shall make such tests as are specified in the drawings or test specifications unless a

deviation is expressly authorized in writing by Buyer. All shipments shall also be subject to inspection by Buyer or its customers after receipt at destination. If Goods supplied or Services performed by Seller are found to be defective or non-conforming, Buyer shall have the right to require the prompt correction thereof by Seller at Seller's sole risk and expense at a time convenient to Buyer or Buyer's customer. If in the opinion of the Buyer, Seller has not taken prompt measures to correct the defect or non-conformance, then Buyer may (but shall not be obligated to) reject the Goods or repair or correct any defect or conformance by whatever means Buyer deems appropriate, and back-charge Seller for all costs incurred thereby. If correction of such Work is impracticable, Seller shall bear all risk after notice of rejection and shall, if so requested by Buyer and at its sole expense, promptly make all necessary replacements. If Seller fails to make such replacements promptly, Buyer may (but shall not be obligated to) make or hire others to do so and back-charge to Seller the costs occasioned to Buyer thereby. No inspection, test, or acceptance of the Work by Buyer shall relieve Seller of its warranty or other requirements/obligations of the Purchase Order.

9. **CHANGES.** Buyer shall have the right to issue Change Orders to the Purchase Order or the Work without notice to Seller's surety(s). Should any Change Order cause a material increase or decrease in the cost of or the time required for the Work under the Purchase Order, an equitable adjustment shall be made in the Purchase Order price and/or time of performance if agreed upon between the parties. Seller shall, as a condition precedent to any right to such adjustment, submit its written claim for such adjustment to Buyer within ten (10) days after its receipt of Buyer's Change Order or after any other action of Buyer which constitutes a change. Unless otherwise directed by Buyer, Seller shall proceed with the Work as changed without awaiting settlement of any such claim.
10. **TIME AND QUANTITY.** Time is of the essence, and deliveries shall be made both in the quantities and at the times specified by Buyer. Buyer shall not be required to make payment for Goods and/or Services delivered or performed by Seller that are in excess of the quantities specified in the Purchase Order and/or in Buyer's delivery schedules. Where quantities and/or delivery schedules are not specified on the Purchase Order, Seller shall deliver Goods in such quantities as specified by Buyer. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, and such changes shall not entitle Seller to a modification of the price for the affected Goods and/or Services. A delay will be excused only if such delay is due to strike, fire, windstorm, riot, act of God, or act of the public enemy and if Seller or its suppliers shall have notified Buyer in writing of the existence of such cause within two (2) days after the commencement of the delay, giving all pertinent information concerning such cause. Buyer reserves the right to cancel any Work which is past due, including without limitation under such condition. Deliveries of any Work that are not shipped or performed in time to meet the agreed delivery dates for any other reason shall constitute a material breach by the Seller. In addition to other remedies for such breach, Buyer may cancel or postpone Work or may purchase the Work elsewhere in a commercially reasonable manner and may charge Seller with damages as a result thereof. Unless Seller agrees in writing, no delivery required hereunder shall be made prior to the applicable delivery date. Buyer shall have the right to return earlier deliveries at Seller's risk and expense or to charge to Seller any additional costs sustained because of the same.
11. **LIQUIDATED DAMAGES.** Seller shall comply with the F.O.B. delivery of the Work (and/or due date(s)) set forth in the Purchase Order (as applicable). Seller shall use as much manpower, facilities, and work as many hours as necessary to meet the Purchase Order delivery schedule. Seller shall not be entitled to claim any additional compensation for overtime Work. Liquidated damages (if any) will be assessed at a rate indicated on the Purchase Order per work day for late delivery of any of the Work if Seller fails to meet the scheduled dates defined in the Purchase Order, in addition to any and all other remedies provided by the Purchase Order or law. If provided for on the Purchase Order, such liquidated damages shall be deemed to be a reasonable expectation of Buyer's damages related hereto (which may otherwise be difficult or impossible to prove or calculate), and shall not be deemed to be a penalty.

12. **SUSPENSION.** Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, and such changes shall not entitle Seller to a modification of the price for the affected Goods and/or Services. Thereafter, Seller shall resume performance as directed by Buyer.
13. **TERMINATION FOR CONVENIENCE.** The Purchase Order may be terminated by the Buyer in whole, or in part, whenever the Buyer shall elect upon notice from Buyer. Any such termination shall be effected by delivery to the Seller of a notice of termination, which may specify the extent to which performance of the Work under the Purchase Order is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Seller shall immediately discontinue all Work on the date and to the extent specified in the notice, place no further orders for materials other than as may be necessarily required for completion of such portion of the Work that is not terminated, and promptly make every reasonable effort to either obtain cancellation of all orders to subcontractors to the extent that they relate to the performance of any Work terminated by the notice of termination or at Buyer's option, assign those orders to Buyer and take such actions as may be necessary or as Buyer may direct for protection and preservation of the property related to the Purchase Order which is in the possession of the Seller or its subcontractors/vendors and in which Buyer has or may have an interest. After receipt of a notice of termination, Seller shall submit to Buyer within thirty (30) days its termination claim, in the form, and with the certification prescribed by Buyer. Buyer's obligation to Seller shall be limited to all amounts due and not previously paid to Seller for the Goods that are completed, delivered, and accepted by Buyer prior to such notice, and for Work thereafter completed, delivered, and accepted as specified in such notice of termination, and a reasonable amount for any cost of Goods then in production, provided that no such adjustment be made in favor of Seller with respect to any Goods which are Seller's standard stock or readily salable, reasonable, direct, and substantiated costs of settling and paying claims arising out of the canceled orders that were pre-approved by Buyer. In no event shall Buyer be liable for lost or anticipated profit, nor shall Buyer's liability for such termination exceed the Purchase Order price as reduced by the amount of payments otherwise made and as further reduced by the Purchase Order price of Work, not terminated, and re-sale and salvage costs. The remedy set forth under this section shall be Seller's sole and exclusive remedy in the event of a termination hereunder.
14. **TERMINATION FOR DEFAULT.** Buyer reserves the right to terminate the Purchase Order at any time in whole or in part if Seller (i) fails to perform in accordance with any of the requirements of the Purchase Order;(ii) fails to make progress (so as to endanger timely completion hereunder, in Seller's opinion);(iii) fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under the Agreement, including, without limitation, delivery of Goods or performance of Services; or (iv) becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for payment for completed items delivered and accepted by Buyer, payment for which can be set off against any damages to Buyer. Buyer may require Seller to transfer title and deliver to Buyer any or all property produced, manufactured, and/or procured by Seller for performance of the Work terminated, and Seller shall be credited with the reasonable value thereof not to exceed Seller's cost or the contract price, whichever is less. Seller will be liable for damages caused by or resulting from the default, including but not limited to excess costs of re-procurement. If after a default termination it is determined that Seller was not in default, the termination shall be considered to have been a Termination for Convenience. Seller shall continue performance to the extent the Purchase Order is not terminated by Buyer.
15. **WARRANTY.** In addition to any other express or implied warranties, Seller warrants to Buyer and each of its customers that the Goods and Services furnished pursuant to the Purchase Order shall be:(i) free of any claim or encumbrance of any nature, including by any third person, and that Seller will convey free, clear, and marketable title thereto to Buyer as provided hereunder; (ii) of merchantable quality, free from all defects in design, workmanship, and materials; (iii) fit for the particular purposes for which they are purchased; and (iv) provided in

strict accordance with the specification, samples, drawings, designs, and/or other requirements (including any performance specification) requested, required, approved, and/or adopted by Buyer. Seller represents and warrants that all Services performed in accordance with the Purchase Order shall be done in a good and workman-like manner by qualified workers, in strict conformity with the best standard practices and in a manner protective of its workers, the public, and the environment, and in full conformance with all applicable laws, codes, regulations, ordinances, rules, decrees, requirements, and standards, including without limitation those involving labor, employment, health, safety, and/or environmental standards. Without limiting any rights to any other remedies Buyer may have in law or in equity, if Work performed pursuant to the Purchase Order and accepted by Buyer, and/or its customers, are, in the case of Goods, found to breach these warranties within eighteen (18) months from the date of initial commercial operation/start-up by the end-user or twenty-four (24) months after delivery to job site of the entire Purchase Order, whichever date shall first occur, or in the case of Services, for a period of one year from the date any Services rendered hereunder is completed and accepted by the Buyer, Buyer may, upon oral or written notification to Seller and at Seller's expense, require Seller to take all necessary action to correct the breach in the most expeditious manner as dictated by existing circumstances, including without limitation, repair or replacement of such Goods or re-performance of the Services at the job site. If re-performance of the Services is impracticable as determined by Buyer, at Buyer's option, Buyer may receive a full refund of payments made in respect of such non-conforming Services. If Seller does not expeditiously take the required steps to correct the breach, Buyer may (but shall not be required to) do so itself or by hiring a third party to do so. However, such action on Buyer's part will not relieve Seller of its responsibility. Without limiting the foregoing, Seller expressly agrees to reimburse Buyer for all expenses, including but not limited to material and labor costs, to repair or replace malfunctioning or nonconforming Goods or re-perform Services. Seller shall also reimburse Buyer for any costs incurred for schedule delay as a result of any labor, material, and/or design supplied by Seller not conforming to the Purchase Order. Any Goods corrected or furnished in replacement or Services re-performed shall also be subject to all of the provisions of the Purchase Order (including without limitation the warranties set forth in this Section) to the same extent as items initially furnished and a like warranty period commencing with acceptance of the completed correction or replacement. For any repairs to replacements or re-performance of Services, Seller shall perform (or re-perform) all normal and requested tests necessary to verify conformance to the Purchase Order. Costs for tests shall be borne by Seller. The performance of Seller's corrective work shall be scheduled by Buyer and Seller, so as to conform to the operational requirements of the Buyer or Buyer's customer, and/or the end-user, and Seller shall use its best efforts to accommodate Buyer's requests and meet all of Seller's obligations under the Purchase Order. Any attempt by Seller to limit, disclaim, or restrict any such warranties or obligations, or remedies of Buyer, whether by acknowledgment or otherwise, in accepting or performing under the Purchase Order, shall be null, void, and ineffective.

16. **LIENS.** Seller shall deliver the Work which is the subject matter of the Purchase Order to Buyer and its customers free and clear of all liens, claims, and encumbrances, and agrees to indemnify and defend Buyer and its customers against any liability or loss arising from any such liens, claims, and encumbrances. Upon request by Buyer, Seller shall waive or release claims for payment pursuant to a Lien Waiver Form presented by Buyer to Seller. Buyer shall have the right to withhold from any final payment an amount sufficient to cover the costs of Work performed for which Buyer shall not have received a lien waiver, and Buyer shall have the right to withhold such amounts until said waivers of lien are presented to Buyer.
17. **INTELLECTUAL PROPERTY.** Seller shall defend, indemnify and hold harmless Buyer, its affiliates, personnel, successors, Customers (as defined herein) and users, from and against all liability, economic loss, damage, and expense (including attorneys' fees) associated with any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, industrial design right, or other proprietary right, by reason of the manufacture, use or sale of any Goods or Services ordered under the Agreement, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly

from Seller's actions. The foregoing obligation shall not apply to the extent such infringement arises solely out of compliance with specifications furnished by Buyer.

18. **BUYER-FURNISHED PROPERTY.** The following shall apply with respect to any and all tools, equipment, materials or other property used in the Work for Buyer which, whether or not listed in the Purchase Order, are supplied to Seller by Buyer or are specifically paid for by Buyer ("Buyer-furnished Property"). Regarding all such Buyer-furnished Property: (a) Seller shall not use Buyer-furnished Property on any other work; (b) title to all Buyer-furnished Property shall at all times be and remain with Buyer, whether or not such property is attached to any real estate or other thing, but risk of loss shall remain with Seller; (c) Seller shall, upon request of Buyer and without additional charge, execute such financing statements, security agreements, and/or other instruments as may be deemed necessary by Buyer to make Buyer's title a matter of public record; and (d) ANY BUYER-FURNISHED PROPERTY OF ANY KIND SHALL BE DEEMED PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," and Seller shall be solely responsible for the same. Title to any property which is procured or manufactured by Seller in connection with this order shall be deemed to vest in Buyer upon the earlier of (i) acquisition or completion of manufacture by Seller; or (ii) payment for the same by Buyer. Seller shall keep all Buyer-furnished Property separate from all other property and clearly marked to show Buyer's ownership and shall do all things necessary to preserve Buyer's title thereto free and clear of all encumbrances. Seller shall, upon completion of its manufacture and, if necessary, installation of all Buyer-furnished Property, submit to Buyer an itemized inventory. Buyer shall have the right at all such reasonable times as it may choose to enter Seller's premises and inspect and/or recover any and all such property. Upon completion, termination, or cancellation of the Purchase Order, Seller shall on the request of Buyer properly pack any and all such property and ship the same F.O.B. Seller's plant to such destination as may be designated by Buyer. Seller shall at its own expense perform all maintenance work, repairs, and replacements which may be necessary with respect to any Buyer-furnished Property so that the same may remain suitable for the use contemplated hereby and may at the time required by the Purchase Order be returned to Buyer in as good condition as when received. Seller shall segregate and collect in one location all Buyer furnished material which is not actually contained in the finished parts and shall dispose of (or return) the same as Buyer may direct including the value of scrap and cuttings. Seller shall give Buyer prompt written notice of any Buyer furnished Property that is defective. Buyer shall not be liable for loss damage, detention, or delay resulting from causes beyond its control, including with respect to any Buyer-furnished property to be delivered by it to Seller, and Seller's acceptance of any such property upon delivery shall constitute a waiver of all claims for delays. Seller shall indemnify, defend, and hold Buyer harmless against any and all liability for damage to property or injury to or death of persons arising from or incidental to the presence or use of Buyer-furnished Property, whether such damage, injury, or death be caused by defects in the property, negligence in the use thereof, or otherwise (except only to the extent prohibited by law).
19. **INDEMNIFICATION.** Seller shall defend, indemnify and hold harmless Buyer, its affiliates, personnel, successors, customers and users, from and against all liability, economic loss, damage, and expense (including attorneys' fees) associated with (i) Seller's performance of or failure to perform obligations under the Purchase Order, including, without limitation, claims based on Seller's breach or alleged breach of warranty (whether or not the Goods have been incorporated into Buyer's products and/or resold by Buyer), or (ii) injury to, or death of, any persons, or damage to or loss of real or personal property arising out of performance of the Purchase Order by Seller, its employees, agents, contractors or subcontractors or representatives, or the use or sale of any Goods by Buyer or its customers.
20. **INSURANCE.** Seller will maintain and carry liability insurance in amounts to adequately protect Buyer against the liability undertaken by Seller hereunder including a minimum of; (i) commercial general liability coverage of \$1,000,000 per occurrence or \$2,000,000 general aggregate for personal injury and property damage; (ii) workmen's compensation coverage with statutory limits in the state where the Work is to be performed and employers' liability coverage of not less than \$1,000,000 each person; and (iii) business automobile coverage

covering both owned and hired vehicles for bodily injury and property damage of \$1,000,000 combined single limit; or any other coverage in types and amounts as required by Buyer. Such insurance shall include coverage for property damage, product, completed operations, and contractual liability and shall be maintained with insurance carriers acceptable to Buyer. In addition, said insurance shall specifically name Buyer, its applicable customer(s), the site owner and/or end-user (if different), and its/their respective officers, employees, and agents as additional insured parties, excluding Workmen's Compensation Insurance. The insurance coverages required hereunder shall be placed with first class insurers and underwriters that have an A.M. Best rating of A or A- (Excellent) with a financial size category of VII or better. Seller will furnish certificates of insurance from its carrier evidencing the foregoing coverages, which shall provide that such coverage shall not be modified or canceled without thirty (30) days advance written notification to Buyers from the carrier, making such insurance of Seller primary, include a cross liability clause and waiving all rights of subrogation. Failure of Buyer to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of Buyer to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Seller's obligations to maintain such insurance. Buyer shall have the right to prohibit Seller or any subcontractor from entering the project site until such certificate(s), or other evidence that insurance has been placed in complete compliance with the above insurance requirements.

21. **PACKAGING/MARKING/SHIPPING/QUALITY.** No charges will be allowed for transportation, packaging, or returnable containers unless expressly stated in the Purchase Order. All shipments must be packaged and must conform with Buyer's packaging specifications referred to elsewhere in the Purchase Order, and shall in any event be packaged by Seller so as to permit efficient handling and to provide full and adequate protection in shipment. Seller must also conform to and comply with the packaging requirements applicable to common carriers if tendered to such for delivery. Damage to any Goods resulting from improper packaging will be Seller's responsibility. Additional marking requirements may apply. Contact Buyer or project manager to shipment for marking constructions. Seller must obtain a written shipment release from the Buyer or project manager prior to shipment. Seller will be responsible for all costs incurred from any shipments without release. The Purchase Order must be completed in accordance with Buyer's then-current quality requirements.
22. **PRICE AND TAXES.** Prices specified on the Purchase Order shall not be subject to change without the written approval of Buyer. Unless otherwise stated on the face of the Purchase Order, the total price shown shall be deemed to include all Federal, state, and local sales, use, excise, privilege, payroll, occupational and other taxes and duties applicable to the Work furnished to Buyer hereunder, except for sales and use taxes imposed upon equipment installation by Buyers or its customer's state, which shall be paid or reimbursed by Buyer. Seller shall indemnify Buyer against any liability for any such taxes or duties. Seller expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including any foreign exchange rate changes, increases in raw materials costs, inflation, increases in labor and other manufacturing costs.
23. **AUDITS.** Buyer and/or its customers shall at all reasonable times have access to Seller's and its subcontractor's documents pertaining to the Purchase Order (including the Work) for the purpose of auditing. Buyer shall have the right to reproduce any of such documents. Seller and its subcontractors shall keep all documents and records pertaining to Work under the Purchase Order.
24. **COMPLIANCE WITH LAWS.** Seller's performance of Work hereunder shall be in accordance with any and all applicable executive orders and Federal, state, municipal, and local laws and ordinances, and other rules, orders, requirements, and regulations hereunder/thereunder of the jurisdiction(s) where the Work is to be performed or delivered. Such U.S. Federal laws (or foreign equivalents) shall include, but not be limited, to the American with Disabilities Act, the Fair Labor Standards Act of 1938 as amended, Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Veterans Readjustment Act of 1974, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act of 1976 and/or the Immigration Reform and Control Act of 1986 including without limitation, verifying Workers eligibility for U.S. employment through the completion of an I-9 form. In addition,

Seller shall comply with any site safety rules of Buyer or its customers. Without limiting the foregoing, Seller represents and warrants that it is in full compliance with conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 as it may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto (collectively, ("Dodd-Frank Section 1502"). Seller shall provide (and update) complete and accurate material safety data sheets for all materials, Goods and substances provided. Seller shall indemnify, defend and hold Buyer and its customers at any tier from any claim or loss resulting from Seller, its subcontractors, and/or suppliers of any tier, failure to comply with the requirements of this section.

25. **CUSTOMER TERMS.** Seller acknowledges that the Goods covered by the Agreement may be sold, or incorporated into products that will be sold by Buyer to an original equipment manufacturer, whether directly or indirectly through an upper tier supplier, or any other third party customer (collectively, "Customer"). Accordingly, Seller shall take such steps, provide such disclosures, comply with such requirements and do all other things as Buyer deems necessary or desirable and within Seller's control to enable Buyer to meet Buyer's obligations under the terms and conditions of any contract or purchase order or other document ("Customer Terms") that may be applicable to Buyer from time to time in respect of its direct or indirect supply of such goods or services to the Customer. While Buyer may, from time to time, provide Seller with information regarding the applicable Customer Terms, it is Seller's responsibility to ascertain the Customer Terms that may affect Seller's obligations under the Agreement.
26. **GOVERNMENT CONTRACTS.** If the Purchase Order is related to a government contract or subcontract, Seller agrees that all applicable terms, conditions, and provisions required by law or by the government shall be deemed incorporated herein by reference and made a part hereof. Seller agrees to abide by and be bound by and perform in accordance with all such provisions and to furnish Buyer certificates of compliance upon request. Seller recognizes that any such government contract or any subcontract thereunder may be suspended or canceled by the government even though Buyer is not in default, and in the event of receipt by Buyer of notice of suspension or cancellation of such government contract or a subcontract there under. Buyer shall have the right to suspend or cancel the Purchase Order by written notice to Seller. Seller agrees that for any such termination, it shall only be reimbursed by Buyer up to such amount as shall be determined by the government or its representative.
27. **WORK ON BUYER'S OR ITS CUSTOMER PREMISES.** When Seller sends its employees onto Buyer's or its customers' or the owners'/end-user's premises for or related to the performance of the Purchase Order, additional supplementary terms of Buyer (and/or of the applicable customer(s), owner(s), and/or end-user(s)) shall apply whether or not specifically addressed in the Purchase Order.
28. **GOVERNING LAW/REMEDIES/HEADINGS.** The Purchase Order shall be governed by, and construed according to, the laws of the State of Michigan, without regard to principles of conflicts of law. The parties each consent to the sole and exclusive jurisdiction of the courts located within Macomb County, State of Michigan regarding all matters, disputes, and litigation under and related to the Purchase Order and all underlying acts, omissions, breaches, and transactions. All rights and remedies of Buyer provided herein shall be in addition to and not in place if of those provided by, or available at, law or equity, and the failure of Buyer to exercise any rights or remedies under the Purchase Order shall not operate as a waiver thereof. The titles of the articles and sections set forth above are for convenience of reference only and shall not be applied to limit or restrict the meanings of the terms and/or conditions set forth herein.
29. **NON-WAIVER.** Failure by Buyer to insist upon strict performance of any terms or conditions of the Purchase Order, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to notify Seller in the event of breach, or the acceptance of or payment for any Work hereunder, shall not release Seller from any of the obligations of the Purchase Order and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof, or any of its rights or remedies as to any prior or subsequent default hereunder.

30. **SEVERABILITY.** If any provision of the Purchase Order is found to be illegal or unenforceable, such provision shall be deemed not to be a part of the Purchase Order and the remaining provisions of the Purchase Order shall continue in full force and effect, and shall be interpreted to give effect to the extent feasible to the original written intent of the parties.
31. **SURVIVAL.** All provisions, obligations, and limitations contained in the Purchase Order which by their nature or effect are required or intended to be observed, kept or performed after termination will survive and remain binding upon and for the benefit of the parties, their successors and permitted assigns.