

Shipping and Billing

- A. All material shall be suitably packed, marked and shipped (in accordance with the requirements of common carriers) in a manner to secure lowest transportation cost and no additional charge shall be made to the Buyer, therefore, unless otherwise stated herein.
- B. No charge shall be made by Seller for drayage or storage, unless otherwise stated herein.
- C. Seller shall properly mark each package with Buyer's order number and where multiple packages comprise a single shipment each package shall be consecutively numbered. Purchase order number and package numbers shall be shown on packing slips, bills of lading and invoice.
- D. Packing slips must accompany each shipment.
- E. Original bill of lading, or other shipping receipt, for each shipment shall be promptly forwarded by Seller attached to the invoice.
- F Seller agrees to describe material on bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Buyer.
- G. Monthly statements must be rendered promptly.

TERMS AND CONDITIONS

- 1. **CONTRACT:** The contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan. This contract is nonassignable by Seller.
- 2. **DELIVERY SCHEDULES:** Deliveries are to be made both in quantities and at times specified in schedules furnished by Buyer. Buyer will have no liability for payment for material or items delivered to Buyer which are in excess of quantities specified in the delivery schedules. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.
- 3. **WARRANTY:** Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all the material covered by this order, which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended.
- 4. **CANCELLATION:** Buyer reserves the right to cancel all or any part of the work covered by this order if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure within ten (10) days after receipt of written notice from Buyer specifying such failure, or if Seller breaches any of the terms hereof, including the warranties of Seller.

- 5. **QUALITY STANDARD:** IATF 16949:2016 shall be the default quality standard used to resolve all quality issues
- 6. **INSPECTION:** All material shall be received subject to Buyer's inspection and rejection. Defective material or material not in accordance with Buyer's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Payment for material on this order prior to inspection shall not constitute an acceptance thereof nor will acceptance remove Seller's responsibility for latent defects.
- 7. **CHANGE IN SPECIFICATIONS:** Buyer reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the contract and/or schedule shall be modified in writing accordingly.
- 8. **TOOLS:** Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dies, tools, gauges, fixtures, patterns, etc., necessary for the production of the material ordered.
- 9. **TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.
- 10. **FAIR LABOR STANDARDS ACT:** Seller agrees, in connection with the production of the articles specified herein, to comply with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
- 11. **GOVERNMENT REGULATIONS:** In the performance of work under this order, Seller agrees to comply with all applicable federal, state or local laws, rules, regulations or ordinances.
- 12. **NONDISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this purchase order, the equal opportunity clauses as set forth in Section 202 of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, are incorporated by reference.
- 13. **PATENT:** By accepting this order, Seller agrees to defend, protect and hold harmless Buyer, his successors, assigns, customers and users of the products against all suits at law or in equity from all damages, claims or demands for actual or alleged infringement of any U.S. or foreign patents or copyrights by reason of the use or sale of the material ordered.