

Standard Terms and Conditions

1. ACCEPTANCE

Acceptance of this purchase order is expressly limited to the terms and conditions set forth in this Purchase Order. This Purchase Order becomes a contract (a) upon receipt by the Purchaser of the duplicate copy of this purchase order accepted by the Seller; or (b) commencement of performance of the work called herein. Any acknowledgements which state terms additional to or different from those set forth in this Purchase Order will not operate as an acceptance unless such terms are agreed upon in writing by the Purchaser. The Seller agrees that this Purchase Order contains the complete and exclusive statement of the agreement, and no other agreement, understanding or proposal which modifies any term or condition of the Purchase Order shall be binding unless it has been reduced to writing and accepted by the Purchaser.

2. DELIVERY

In the event of the Seller's failure to deliver as and when specified, the Purchaser, reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Seller agrees that Purchaser may return part or all of any shipment so made and may hold Seller liable for resulting damages, including incidental and consequential damages.

3. TITLE & PLACE OF CONTRACT

Unless otherwise specified, title to material shall pass to the Purchaser at the F.O.B. point set forth herein. This order and the contract arising upon its acceptance shall be deemed to have been made in Detroit, Michigan and shall be interpreted solely according to Michigan Law.

4. EXTRAS

1. Unless authorized in writing by a Purchase Order supplement, no extras will be allowed over price shown on Purchase Order.
2. No extras will be allowed for packing, boxes, crating, or cartage, and no containers are returnable unless specified on the Purchase Order.
3. Quantities of merchandise or services shall not vary from the amount specified on the reverse side hereof without written consent of the Purchaser.
4. If tools or molds purchased on this order are not sent to Purchaser at the conclusion of this order, Seller shall safely store and properly mark such tools or molds identifying them as Purchaser's property and maintain them in first class condition at no cost to the Purchaser. All such property shall be subject to removal by Purchaser upon written notification, at any time, at no additional cost.

5. TRANSPORTATION CHARGES

1. Freight or express charges must be prepaid by the Seller when price is F.O.B. destination.
2. Seller must pay transportation charges both ways on rejected material.
3. The original bill of lading must accompany the invoice on all shipments F.O.B. point of origin.
4. When no routing is specified, Seller is to forward by the most economical route.

6. APPROVAL OF DESIGNS, DRAWINGS, AND PROCEDURES

When machinery, equipment, or other articles to be furnished under this Purchase Order are to be produced in accordance with design plans, drawings, or procedures to be furnished by Seller, approval or plans, drawings and/or procedures by the Purchaser shall in no way reduce or modify the Seller's obligation to meet performance and other requirements of the Purchase Order. By such approval, the Purchaser in no way assumes any part of the Seller's responsibility for acceptable design or procedures, or the satisfactory performance of resulting machinery, equipment, or other items manufactured in accordance with such designs or procedures.

7. INSPECTION

1. Inspection by Purchaser or its Agent prior to shipment shall not relieve Seller from his responsibility of furnishing material strictly in accordance with specification.
2. When Purchaser's inspection is specified before shipment, Seller will promptly notify the Purchaser when material is ready for inspection, and in no case will Seller ship the material without obtaining Purchaser's approval or release.

8. PATENT INDEMNITY

Seller agrees, at its own expense to defend any suit, or actions against Purchaser, or against those selling or using the material covered by the Purchase Order for alleged infringement of patent or invention rights arising from the sale or use of said material, and to indemnify and save Purchaser, its customers, licensees, lessees, and assigns harmless from any loss, liability, costs, and expenses paid or incurred by Purchaser in connection with any such suit or action, whether against Purchaser or against those selling or using the material covered by this Purchase Order.

9. ACCIDENTS AND INDEMNITY

If it is necessary for the Seller, either principal or by agent or employee, to enter upon the premises of the Purchaser or those Purchaser's customer, in order to construct, erect, inspect, or make delivery hereunder, the Seller covenants and agrees to take, use, provide, and make all proper, necessary, and sufficient precautions, safeguards, and protections against the occurrence or happening of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save Purchaser harmless from all loss, liability, costs, and expenses, resulting from, arising out of or connected with all, or any, such accidents, injuries, or damages that may happen or occur through the acts of omissions of the Seller or his employees, agents, and subcontractors; and from all loss, liability, and fines incurred for or by reason of the violation of any city or borough ordinance or regulations, or law of the state, or the United States, while said work is in progress. Seller also covenants and agrees to maintain at Seller's expense such Public Liability, Property Damage, Employer's Liability, and Compensation Insurance.

10. COMPLIANCE WITH LAWS AND REGULATIONS

Seller warrants that it will comply with all federal, state and local laws and regulations and all orders and regulations of the Executive and other department, agencies, or instrumentalities of the United States Government applicable to the work to be performed, the goods to be furnished and/or the services to be rendered hereunder. Award of this Purchase Order is specifically

subject to Seller's compliance with (a) Section 12 of the Fair Labor Standards Act, as amended; (b) Section 202 of the Executive Order No. 12466 as amended; (c) the Occupational Safety and Health Act of 1970; (d) The Robinson-Patman Act of 1936, as amended, 15 U.S.C. Section 13. Seller further agrees to indemnify and save Purchaser harmless from all loss, liability, costs and expenses, resulting from, arising out of or connected with all or any injuries or damages that may happen or occur through the failure of Seller to comply with the above warranties.

11. WARRANTY

Seller warrants the Material (i.e. material, articles, or services of any nature) furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples, or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality and further warrants that Material of Seller's design will be free from defects in design. These warranties shall run to Purchaser, its successors, assigns, and customers and the users of its products. The Seller agrees to replace, install, or correct promptly without expense to the Purchaser, any material not conforming to the foregoing requirement, when notified by the Purchaser. In the event of failure of the Seller to correct or replace material as required herein, Purchaser may correct, install, or replace such material and charge the Seller all of the cost of making such correction, installation and/or replacement. Acceptance or use of the material furnished hereunder shall not affect Seller's obligation under this Warranty.

12. INVOICES

SUBMIT ALL INVOICES IN DUPLICATE

Each invoice presented hereunder shall contain the certification, "Seller hereby certifies that these goods were produced in compliance 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 U.S. Department of Labor issued under Section 14 thereof. This company is an Equal Opportunity Employer. All qualified applicants will receive consideration without regard to race, color, creed, sex, or national origin."