



STANDARD TERMS AND CONDITIONS

Revision: 07.15.11

(1) (a) Except as provided in (1)(b) below, the terms of this purchase order represent the entire agreement between Buyer and Supplier. Acceptance by Supplier is expressly limited to the terms of this offer to purchase. Any provisions of any acknowledgment or acceptance of this purchase order which modify or conflict with any of these terms and conditions, whether or not the modification or conflict is material, shall not be binding on Supplier or Buyer. Supplier's acceptance of this offer shall be Supplier's agreement that any such modification or conflict shall be ineffective. (b) If the face of this purchase order references a specific verbal or written quotation or offer by Supplier, then this purchase order constitutes Buyer's acceptance of such quotation or purchase order, provided, however, that to the extent that the terms and conditions herein conflict with, are inconsistent with, or are additional to the terms and conditions of Supplier's offer, Buyer's acceptance is conditioned upon Supplier's assent to the conflicting or additional terms that are set forth in this purchase order, which assent by Supplier shall be made by executing this purchase order or by commencement of performance.

(2) No additional charges of any kind, including without limitation charges for taxes, boxing, skidding, packing and cartage, will be allowed unless specifically agreed in writing in advance by an officer of Buyer.

(3) Supplier expressly warrants that all materials and articles covered by this purchase order or by any other description or specification furnished by Buyer will: (a) be in exact accordance with such purchase order, description or specification; (b) conform to Supplier's specifications as contained in Supplier's written materials; (c) be merchantable and fit for the particular purpose intended; (d) be of good material and workmanship; (e) have good title and as transferred rightful title; (f) be free from defects, any security interest or other lien, charge, claim or encumbrance; and (g) not infringe upon any patent, trademark, copyright or other intellectual property right. Supplier hereby assigns to Buyer the benefits of all warranties given by any persons from whom Supplier purchased any goods or services.

(4) Time of delivery is of the essence on this purchase order. Merchandise must arrive on the "specified arrival date." In the event of a delay in performance, Buyer reserves the right to: (a) refuse goods or any part thereof if Supplier fails to make deliveries as specified herein; or (b) acquire possession of all finished goods, work in process, and parts and materials produced or acquired for the work hereof, whereby Supplier shall deliver such articles to Buyer, at Buyer's option, F.O.B. Carrier, Supplier's facility or F.O.B. Buyer's facility, freight collect. Further, Buyer reserves all of its rights and remedies against Supplier provided by law, for any and all damages sustained by reason of such failure.

(5) All goods received shall be received subject to Buyer's right of inspection and rejection. Goods shall not be deemed to be accepted until Buyer notifies Supplier in writing that the goods have been received at their destination and conform to all specifications and warranties herein. In addition to any other remedies at law, Buyer shall have the right to reject and refuse acceptance, require prompt correction or cure, or accept any nonconforming goods or services with an equitable adjustment in price. Defective goods, or goods that do not conform to Buyer's specifications, will be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned to Supplier at Supplier's expense. Payment for goods on this purchase order shall not constitute acceptance thereof, does not impair any right of inspection and is without prejudice to any and all claims that Buyer may have against Supplier.

(6) Any words, conduct, or writing by Supplier which create an express warranty shall not be negated, limited, or made inoperative by any disclaimer by Supplier or waiver by Buyer, whether such disclaimer or waiver is made prior or subsequent to the acceptance of this purchase order by Supplier.

(7) Each shipment of goods from Supplier under this purchase order shall include a packing slip listing all part numbers and quantities of goods shipped. Each package, packing slip and tag covered by this purchase order shall bear the purchase order number. Each invoice covered by this purchase order shall include the purchase order number, purchase order date, invoice terms, specified arrival date, carrier, total cartons in shipment, and total shipment weight. Cartons containing a packing slip **MUST BE CLEARLY MARKED** as to ensure prompt identification. Palletizing and standard carton quantities **MUST** be adhered to where prior agreements have been established. Cartons must be marked as to the exact contents. A signed copy of the Bill of Lading must be included with the invoice.

(8) In the event Supplier shall fail to comply with any of the terms or conditions herein, including but not limited to the warranties of Supplier, Buyer may terminate this purchase order in full or in part, and may consider such noncompliance by Supplier as a breach of contract. Buyer expressly reserves the right to pursue the remedies provided by law in the event of a breach by Supplier, and no action by Buyer shall constitute a waiver of any such remedy. If Supplier defaults and Buyer brings suit for any cause of action arising out of this purchase order, Buyer shall be entitled to have and recover from Supplier the Buyer's costs in such suit and such reasonable attorneys fees as shall be fixed by the court.

(9) Buyer may terminate this purchase order in whole or in part at any time by written notice stating the extent and effective date of such termination. Upon receipt thereof, Supplier will to the extent directed by Buyer (i) stop work under this purchase order and place no further orders hereunder, (ii) terminate work under outstanding orders which relate to work terminated by such notice, and (iii) protect property in Supplier's possession in which Buyer has or may acquire an interest. Supplier will submit to Buyer its written claim, if any, as soon as possible, but in any event not later than thirty (30) days (unless Buyer agrees otherwise) from the effective date of termination. Supplier hereby gives Buyer the right to audit and inspect its books, records, and other documents relating to its termination claim. If the parties cannot agree within a reasonable time upon the amount of fair compensation for such termination, Buyer's liability to Supplier will be limited to making prompt payment of the following amounts only, without duplication (i) the contract price, not previously paid for items delivered or performed and accepted by Buyer or completed in accordance with the provisions of this purchase order prior to the effective date of termination and (ii) the actual costs incurred by Supplier and properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this purchase order. Supplier may with Buyer's written consent, retain at an agreed price or sell at an approved price any completed item or any items, work in process or other physical inventory, the cost of which is allocable or apportionate to this purchase order under the proceeding sentence, and will credit or pay the amounts so agreed or received as Buyer directs, with appropriate adjustment or delivery cost savings. Supplier will, if directed by Buyer, transfer title to and make delivery of any such items, work in process or other physical inventory not so retained or sold.

(10) Neither this purchase order nor any payments from Buyer to Supplier may be assigned or otherwise transferred without Buyer's prior written consent and Buyer shall have no obligation to any assignee of Supplier under any assignment not consented to in writing by Buyer. Supplier shall not subcontract any portion of the work to be performed by it under this purchase order without the prior written consent of Buyer.

(11) Supplier agrees to indemnify and defend, protect, and hold Buyer, its officers, agents, employees and suppliers harmless and free from every loss, damage, liability, cost, and expense due to or growing out of any actual or alleged infringement of copyrights, patent



STANDARD TERMS AND CONDITIONS

Revision: 07.15.11

rights or other intellectual property rights with respect to any part of the goods covered by this purchase order, and such obligation shall survive acceptance of the goods and payment therefore by Buyer.

(12) Supplier agrees that all items furnished pursuant to this purchase order shall be produced in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Supplier further agrees to comply with all applicable provisions of all federal, state, and municipal laws and regulations pertinent to this purchase order, or any part thereof, including without limitation, unless otherwise exempt under rules and regulations of the Secretary of Labor, the following clauses as set forth in the indicated Code of Federal Regulations reference: Equal Opportunity/41 CFR Part 60-1.4; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era/41 CFR Part 60-250.4; and Affirmative Action for Handicapped Workers/41 CFR Part 60-741.4. Moreover, Supplier further agrees to pay all taxes due on all items furnished pursuant to this purchase order, and indemnify and defend and hold Buyer harmless from any and every loss, cost, damage, liability and expense resulting from non-compliance in whole or in part with any of the foregoing.

(13) Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this purchase order, Supplier shall immediately give written notice thereof, including all relevant information with respect thereto, to Buyer. Supplier agrees to insert the substance of this clause, including this sentence, in any purchase order or subcontract hereunder.

(14) Supplier agrees to indemnify and hold harmless Buyer from and against any and every claim, demand, action, damage, loss, cost, fine, penalty, expense and liability of every name and nature which may arise or result, directly or indirectly, in whole or in part, from or by reason of any and all loss of life or property of, or injury or damage to the person or property of any person or persons, including corporations, whomsoever, which shall, in whole or in part, be due to, arise out of or result from any defect in any part of the goods covered by this purchase order as delivered by Supplier, or any act or omission, whether negligent or otherwise, of Supplier. Supplier will maintain and carry liability insurance which includes but is not limited to employer's liability, workmen's compensation, general liability, public liability, property damage liability, completed operations liability and contractual liability in amounts set forth in this purchase order, with carriers approved by Buyer, and if no amounts are so set forth, then in amounts acceptable to and approved by Buyer but in no event shall such amounts be less than minimum statutory requirements, if any. Supplier will furnish Certificates of Insurance indicating the foregoing coverage.

(15) To the extent permitted by applicable law, in no event will Buyer (including Buyer's parent, subsidiaries or other related legal entities) be liable for any lost revenues, lost profits, incidental, direct, consequential, special or punitive damages.

(16) The validity, interpretation, and performance of the terms and conditions of any purchase made hereunder shall be governed by the laws of the state from wherein Buyer's place of business in issuing this purchase order is located, in force at the date of this purchase order for contracts made and to be performed in such state. Where not modified by the terms herein, the provisions of such state's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.

(17) Supplier agrees to keep confidential, and not to disclose the terms or existence of this purchase order, other than to those of its employees, agents and shippers who need to know in order for Supplier to fulfill its obligations hereunder, or to a court to the extent necessary to collect amounts past due under this purchase order.

(18) Each provision of this purchase order is severable and, in the event that any or one or more provision(s) may be declared invalid, the remainder of this purchase order shall nevertheless remain in full force and effect.

SHIPPING AND ROUTING INSTRUCTIONS

Supplier shall route shipment via "best way" to ensure lowest freight rate on commodity shipped to destination shown on face side of this purchase order. Carrier will be used when designated by Buyer. Weight certificates to be furnished by Supplier upon Buyer's request. All material is purchased subject to Buyer's inspection. Freight service fees and all related "charge backs" due to incorrect freight classification, failure to use cheapest way for small orders and/or shipment or other cause will be charged to Supplier.

(19) Supplier shall meet at a minimum the current ISO9001 Quality Management System requirements along with all applicable requirements set forth at <http://www.iaob.org>.

(20) Production parts shall meet Production Part Approval Process (PPAP) requirements. No deviations shall be accepted.

(21) Production parts shall conform to International Material Data System (IMDS) requirements set forth at <http://www.mdsystem.com>.

(22) Production process shall meet Run at Rate or Cycle Time requirements.

(23) Supplier shall be responsible for rejected purchased parts/materials and quality issues related to purchased parts/materials found at the Buyer or its Customers. Supplier shall be charged back for any kind of expenditure caused by such rejection or quality issue.

(24) Every shipment must confirm the quantity and timing requested for delivery according to Buyer's schedule. All goods are to be suitably prepared for shipment and must be packaged, labeled, and shipped in accordance with the Buyer's specifications that have been previously discussed and agreed to by the Supplier. No deviations shall be accepted.

(25) Buyer and Supplier, based on a fair cost structure that has been disclosed and reviewed by both parties, agree to the Piece or Product price reflected in this purchase order.

(26) The price is considered effective for the lifetime of the program, unless otherwise specified and agreed to by the Buyer.

(27) In the event of any contingency or production discontinuity for any reason, the Supplier must notify the Buyer immediately in writing.

(28) Buyer reserves the right to make changes to the drawings, math data, specifications, and other provisions of this purchase order. If any such change causes an increase or decrease in the cost of, or the time requirement for providing the piece or product, an equitable adjustment may be made in the price or delivery schedule, or both, and this purchase order shall, subject to the agreement of the parties, be modified in writing accordingly. Supplier shall assert no claim under this paragraph after fourteen (14) days following the notification of change by the Buyer.

(29) The acceptance of this purchase order is acknowledged and confirmed by the Supplier upon the first shipment hereunder.

(30) Suppliers of production or service parts or materials, or heat-treating, painting, plating, or other finishing services to the Buyer must, at a minimum, be certified to the most-current revision of



STANDARD TERMS AND CONDITIONS

Revision: 07.15.11

ISO 9001 by an accredited third-party certification body, unless waived in writing by the Buyer.

(31) External/commercial/independent laboratory facilities used for inspection, test or calibration services by the Buyer shall have a defined laboratory scope that includes the capability to perform the required inspection, test or calibration, and either there shall be written evidence that the external laboratory is acceptable to the Buyer, or the laboratory shall be accredited to the most-current version of ISO/IEC 17025 or national equivalent.

(32) All tooling remains the property of the party who provided the funding for the original tooling. Tooling Suppliers shall not revise tooling in any fashion unless agreed to by the Buyer in writing. Tooling Suppliers shall permanently mark each piece of tooling with any information provided to the Supplier in writing. This may include ownership and asset tag information.

(33) The Buyer monitors its Suppliers via the following indicators:

- a. Delivered product/service conformity to quality requirements (i.e., parts per million rating)
- b. Buyer's Customers' disruptions, including field returns, due to Supplier's products or services.
- c. Supplier delivery schedule performance (i.e., on-time delivery rating), including incidents of premium freight incurrence.
- d. Special Status notifications from the Buyer's Customers related to the quality or delivery of the Supplier's product or service.

(34) The Supplier is encouraged to monitor the performance of their manufacturing processes.

(35) Supplier must maintain confidentiality of all Buyer's Customer-contracted products and projects and related product information.

(36) Supplier shall maintain an inventory that meets Buyer's requirements.

(37) The Buyer reserves the right to amend these Terms and Conditions from time to time. It is the Supplier's responsibility to ensure they stay current with the version on the NSI website:

www.northernstamping.com, Suppliers page).