

**PURCHASE ORDER GENERAL TERMS AND CONDITIONS  
OAKWOOD METAL FABRICATING COMPANY**

- 1.** These Purchase Order General Terms and Conditions (“Terms and Conditions”) are incorporated in all Purchase Orders and Supply Agreements (together, “Purchase Orders” and each a “Purchase Order”) issued by “Buyer,” which shall refer to Oakwood Metal Fabricating Company, to the provider of goods and/or services “Seller,” which shall refer to the entity listed on the face of a Purchase Order. Seller’s commencement of work or shipment of goods will constitute acceptance of the Purchase Order, including these Terms and Conditions. Seller’s acceptance is expressly limited to these Terms and Conditions. Buyer expressly rejects any additional, different, or consistent term or condition contained in any quotation, acknowledgment, acceptance, confirmation, invoice or other document used by the Seller in connection with the implementation of this Purchase Order...
- 2.** Buyer may, at any time by written amendment to this Purchase Order, increase or decrease the ordered quantities of the goods or services or make a change in any one or more of the following: (a) applicable drawings, designs and/or specifications when the goods to be furnished are to be specifically manufactured by Seller in accordance with the Buyer-provided drawings, designs and/or specifications; and/or, (b) method of shipment or packaging; and/or, (c) place or time of delivery or performance. If any such change causes an increase or decrease in the cost of performance or the time required for performance of this Purchase Order, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Seller shall be deemed to have waived any claim for adjustment for performance of the change if it does not provide written notice of such claim to Buyer within 20 days from the receipt by Seller of notification of the change.
- 3.** Unless the Purchase Order requires Seller to manufacture, ship and/or provide a specified quantity of goods, or unless otherwise expressly provided in the Purchase Order, this Purchase Order is a requirement’s contract under which Seller is required to supply 100% of Buyer’s requirements which shall be defined as those quantities ordered by Buyer from time to time.
- 4.** Unless the Purchase Order requires Seller to manufacture ship and/or provide a specified quantity of goods, or unless otherwise expressly provided in the Purchase Order, the term of the Purchase Order shall continue through the life of the program for which the goods are supplied, including any extensions thereof. Prices stated in the Purchase Order are fixed for the entire term of the Purchase Order and for a period of five years after the end of the life of the program for service parts and are not subject to increase for any reason, including without limitation increases in raw material or component costs, labor costs, tariffs, surcharges, or overhead costs. Prices may not be changed without a written agreement signed by an authorized representative of Buyer. There will be no packing surcharge and no charge(s) for minimum lot(s), freight, taxes, or storage unless by written agreement signed by an authorized representative of Buyer.
- 5.** The Purchase Order number, the quantity, and Buyer’s part number must appear on all invoices, packing lists, and containers. Buyer reserves the right to inspect goods upon receipt before authorizing payment. Defects not discovered in initial inspection are subject to payment deductions. Seller warrants that all goods supplied and/or work performed pursuant to this Purchase Order will (a) conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, and fit, form and function requirements furnished by Buyer, and all industry standards, laws and regulations in force in countries where the goods or vehicles equipped with such goods are to be sold, (b) be merchantable, safe, of good material and workmanship, and free from defects and (c) be fit and sufficient for the particular purpose intended by Buyer. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgement or otherwise, in accepting or performing the order, shall be null, void and ineffective without written consent by the Purchasing Manager and/or Vice President or Officer of Buyer.
- 6.** If Buyer rejects or revokes acceptance of any goods, the rejected material will be held for Seller’s instructions and at Seller’s risk. Rejected material will not be replaced without Buyer’s prior authorization. Buyer reserves the right to use rejected materials, as it believes advisable or necessary, to meet its contractual obligations to customers without waiving any right it may have against Seller. Buyer reserves the option to charge back to the Seller any costs incurred for sorting and/or reworking of any non-conformance goods if the goods are used to meet Buyer’s obligations to its customers. Seller shall permit free and reasonable access to Seller’s facilities to perform inspection activities without limiting any of Buyer’s rights provided by law or by this Order. Examples of these activities may include inspection of products, processes and equipment and review of applicable inventory.
- 7.** In addition to any other rights of Buyer to terminate the Purchase Order, Buyer may, in its sole discretion, upon notice to Seller, terminate this Purchase Order in whole or in part, for convenience without cause. If this Purchase Order is terminated without cause by Buyer, Seller shall be entitled solely to reimbursement of the reasonable cost Seller has incurred in the performance of this Purchase Order prior to the effective date of termination, but in no event shall such reimbursement exceed the price of the goods delivered by Buyer. Any claim for reimbursement due to cancellation must be submitted in writing to Buyer within twenty (20) calendar days of the notice of cancellation and must be supported by Buyer’s release authorization(s) and cost data. If this Purchase Order is terminated by Buyer for Seller’s breach, including, but not limited to Seller’s delay in delivery of the goods or performance of work/services, Seller shall not be entitled to any reimbursement. In addition to any other remedy provided in this Purchase Order for a breach of any term of this Purchase Order, Buyer may pursue cumulatively against Seller any or all available remedies at law or equity. Seller may not terminate the Purchase Order for convenience or otherwise.
- 8.** It is understood that the required delivery performance of Seller is 100% on-time. Time is of the essence, and delays in shipment shall be reported immediately by Seller to Buyer. Product shipped after the time specified may be returned at Seller’s expense for full credit (including all original freight costs). Retention of all or any part of such product shall not be considered acceptance of same. Acceptance of such product shall not be deemed a waiver of Buyer’s right to hold the Seller liable for any loss or damage resulting from the delay, nor shall it act as a modification of Seller’s obligation to make future deliveries in accordance with the delivery schedule. Buyer shall have the right, if shipment is not made on time, to purchase similar product in the open market in such quantities as Buyer deems necessary, and Buyer may hold Seller responsible for the difference, if any, between the price so paid and the order price. Seller shall follow Buyer’s routing instructions, and any costs incurred due to any deviation will be charged to Seller. Buyer reserves the right to refuse deliveries made in advance of the delivery schedule.
- 9.** Any delay or failure of Buyer or Seller to perform its obligations under the Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God, fires, explosions, natural disasters; riots; or wars. Seller’s financial inability to perform, changes in cost or availability of materials, components or services based on market conditions, and/or supplier actions or contract disputes will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise, and Seller expressly assumes these risks.
- 10.** All dies, tools, fixtures, gauges, and patterns required to produce the goods shall be properly maintained by Seller during the life of program and for a period of five years after the end of the program for service requirements. Seller shall promptly notify Buyer of any damage to any such items, which could affect production schedules, shipping schedules or the quality of the goods. All drawings, specifications, dies, tools, fixtures, gauges, and patterns for which Seller has been at least partially reimbursed by Buyer (“Bailed Property”) are Buyer’s property and are held by Seller on a bailment at-will basis. Unless Buyer otherwise consents in writing, Seller shall use Bailed Property only in relation to this Agreement or other agreements with Buyer. Buyer may, at any time, for any reason and without payment of any kind, retake possession of the Bailed Property, without the necessity of obtaining a court order. To the fullest extent permitted by law, Seller waives any liens, interests, or other rights or interests that it might otherwise have on any of the Bailed Property for work performed on such property and for the purchase price of

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**11.** All drawings, know-how and confidential information supplied to Seller by Buyer will remain the property of Buyer and will be kept confidential by Seller. Seller will use reasonable care to prevent disclosing to others and will use only for the benefit of Buyer: (1) Technical information and data furnished by Buyer or developed or acquired by Buyer in its work under this Purchase Order; and (2) Information relating to any portion of Buyer's business that Seller may acquire in the course of Seller's activities under this Purchase Order. Seller shall not disclose any such information to third persons without the prior written consent of Buyer.

**12.** Seller warrants and guarantees that all goods supplied and/or services performed hereunder will be manufactured, transported, delivered and performed in compliance with all applicable federal, state, and local statutes, ordinances, and regulations, as amended from time to time, including without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, MSDS Sheets, the Vietnam Era Veteran Re-adjustment Act and the Rehabilitation Act of 1973. In addition, Seller agrees not to discriminate against any employee or applicant for employment based upon race, color, religion, age, or national origin and to comply with the requirements of Executive Order 11246 and applicable regulations.

**13.** Seller shall indemnify, defend and hold Buyer, Buyer's affiliates and Buyer's customers harmless against any loss, damage, liability or claim (including without limitation, costs and attorneys' fees in connection therewith) that may be made alleging that the goods and/or deliverable items or work product in connection with work/services infringe any patent, trademark, trade secret, copyright or any other proprietary right, or against any loss damage, liability or claim attributable to the possession, use or transfer of the goods or the performance of services, (including without limitation, costs and attorneys' fees in connection therewith) that may be suffered by and/or be subject of a claim by a third party against Buyer, Buyer's affiliates and/or their customers, including, without limitation, any loss, damage, liability or claim arising from injury or death to persons or damage to property.

**14.** Seller may not subcontract its performance under the Purchase Order, nor otherwise delegate its duties or assign its obligations hereunder, without prior written consent of an authorized representative of Buyer.

**15.** This Purchase Order will be governed by and construed in accordance with the laws of the State of Michigan without regard to any otherwise applicable conflict of law's provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Buyer and Seller agree that any and all disputes between them will be resolved by, and they each consent to the exclusive jurisdiction of, the state and federal courts situated in the State of Michigan.

**16.** Seller shall maintain and carry (i) property and general liability insurance, including public liability, property damage liability, product liability and contractual liability coverage, (ii) workers compensation and employer's liability insurance covering all employees engaged in the performance of this Order; within ten (10) days of written or verbal request, Seller shall furnish Buyer with certificates or satisfactory proof of insurance confirming the foregoing insurance coverage. Seller will defend, indemnify and hold Buyer harmless against all claims, liabilities, losses, damages and settlement expenses for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any act or omission, negligent work of Seller or its employees, agents or subcontractors in connection with performing this order either on Buyer's property or in the course of their employment.

**17.** The goods provided by Seller are subject to the quality standards of TS 16949 or ISO 9001, which are incorporated herein by reference.

**18.** Seller shall, at its sole cost and expense, obtain from all its subcontractors, releases of all liens which may be imposed by them against the premises of Buyer or the improvements thereon, associated with any goods or services performed hereunder, and Seller shall defend, indemnify and hold harmless Buyer with respect of thereto.

**19.** This Purchase Order, including these Terms and Conditions, as may hereafter be modified, together with the attachments, exhibits or supplements specifically referenced in the Purchase Order, constitute the entire agreement between Seller and Buyer with respect to the matters contained in the Purchase Order and supersede all prior oral or written representations, negotiations, proposals, and agreements. No provision in this Purchase Order may be amended, modified, or waived except in writing signed by Buyer's Corporate Purchasing Manager, Director of Finance and/or Vice President or Officer.

(Rev 5/2019)