

PURCHASE ORDER TERMS AND CONDITIONS

Application of Terms:

Supplier agrees to deliver goods and/or perform the services as described in the Purchase Order and in accordance with the terms and conditions stated in the Purchase Order. All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referenced in the Purchase Order are incorporated herein by reference. Additional or different terms in the Supplier's acknowledgement or any other Supplier documents are hereby rejected.

Cancellation or Change of Purchase Orders:

Buyer reserves the right to cancel or make changes to any Purchase Order, subject to an equitable adjustment in the price, delivery schedule, or both, at any time prior to shipment of the goods and shall not be subject to any charges or other fees whatsoever as a result of such cancellation or change order.

Force Majeure:

Neither party will be liable for any delay or failure in performing its obligations under the Purchase Order (including failure to take delivery of the Goods) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Supplier will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Supplier from carrying out its obligations under the Purchase Order for a continuous period of more than thirty (30) days, Buyer may terminate the Purchase Order immediately by giving written notice to Supplier.

Insurance:

Supplier will be solely responsible for maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Supplier's trades or businesses, whichever affords greater coverage. Upon request, Supplier will provide Buyer with certificates of insurance or evidence of coverage. Supplier will provide adequate coverage for any of Buyer's property under the care, custody or control of Supplier. In no event will the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for indemnification under these Terms. Damage to Buyer's premises or manufacturing facilities caused by Supplier's workmen will be repaired to the satisfaction of Buyer at Supplier's expense.

Prices and Taxes:

Prices stated in the Purchase Order are firm and include all charges for materials and/or service. Supplier warrants that the prices shown in the Purchase Order shall be complete and no additional charges shall be added without Buyer's express written consent. Such additional charges include, but

are not limited to, shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing, crating, and any other incidental costs.

All taxes to be paid by Buyer must be separately itemized on the invoice.

Delivery:

Supplier shall notify Buyer promptly of any delays to the timely performance of an Order. If an order is not fulfilled by the date specified in the Purchase Order, Buyer may cancel the Order and purchase substitute Materials and charge the Supplier for any loss incurred. Provisions for delivery by installments shall not be construed as making the obligations of the Supplier severable. Buyer reserves the right to refuse shipments and/or performance of services made before or after the date set forth in the Purchase Order.

Shipping, Packaging and Handling:

All Goods covered by the Purchase Order (if any) must be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging materials. Any return of such packaging materials will be made at Supplier's expense.

The Supplier will mark on all containers applicable handling and loading instructions, shipping information, Purchase Order number, and the names and addresses of the Supplier and Buyer.

An itemized packing list must accompany each shipment. Each packing list will include: the related Purchase Order number, quantity, item description, order date, shipping date, and delivery address. The packing list will not include any pricing information.

Invoices and Payments:

All properly submitted and undisputed invoices will be paid within sixty (60) days of the date the invoice is received by Buyer's Accounts Payable department. The mode of payment shall be at Buyer's sole discretion and all bank charges or back charges relating thereto shall be borne by Supplier.

Supplier shall send invoices including Purchase Order number, description of goods, quantity, unit prices, extended totals, completion date of services (if any), shipping date, product serial numbers and any other information requested by Buyer to Buyer's Accounts Payable department. All invoices shall be issued in the currency as set out in the Purchase Order. Buyer shall have right at any time to set-off any amounts due to the Supplier against any amounts owed by Buyer to Supplier.

Payment of any invoice shall not constitute acceptance of any goods. An invoice may be rejected for noncompliance with any terms and conditions.

Title and Risk of Loss:

If goods ordered are destroyed prior to the title passing to Buyer or if the delivery of the goods (and/or performance of services) is not completed on time, Buyer may, at its option, require delivery of substitute goods of equal quantity and quality, terminate the Purchase Order as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere or to direct Supplier to ship by the most expeditious means available, all at Supplier's risk and expense.

Supplier assumes all risk of loss, damage or destruction to any goods rejected by Buyer. Time for delivery shall be of the essence.

Acceptance of deliveries not in conformance with the Purchase Order or the terms of this Agreement shall not be deemed a waiver of Buyer's right to hold Supplier liable for any loss or damage to Buyer or modify Supplier's obligation to make future deliveries in conformance with the terms herein.

Shipments which do not conform to the terms of this Agreement may be returned to Supplier and Supplier shall pay Buyer for all handling and transportation costs incurred in connection therewith. Supplier shall bear all costs of shipping, transportation and packing unless otherwise agreed to in writing by Buyer.

Acceptance by Buyer will occur (i) for services or goods installed by Supplier, upon completion to the satisfaction of Buyer of any acceptance tests or programs described in the Purchase Order or attachments thereto, as evidenced by any acceptance certificate signed by Buyer; or (ii) for goods not installed by the Supplier, on the thirtieth (30th) day following receipt of the goods by Buyer, unless Supplier is notified in writing within this period that, in Buyer's sole judgment, the goods do not conform to Supplier's specifications, in which event Buyer may return the goods to Supplier, freight collect, and be refunded all advance payment made therefore.

Compliance with Laws:

Supplier will comply fully with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of this Purchase Order including without limitation all applicable import or export laws and regulations.

Conflict Minerals:

With respect to any and all Goods (if any) delivered under the Purchase Order, Supplier warrants that such Goods will at no time contain any "conflict minerals" as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC). Supplier will immediately notify Buyer if at any time the foregoing representation becomes inaccurate or incomplete.

Limits of Liability:

BUYER SHALL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM BUYER'S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity:

Supplier agrees to indemnify, defend and hold harmless Buyer, its affiliates, and their respective directors, officers, employees, customers and agents, from and against any and all claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability (including costs of product recall), including reasonable attorneys' fees, arising out of or resulting in any way from (i) Supplier's manufacture and/or supply of Goods to Buyer, (ii) Supplier's performance of Services, (iii)

any defect in the Goods, (iv) the negligence or willful misconduct of Supplier, its agents or employees, (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Supplier for wages and benefits, (vi) Supplier's breach of any representation, warranty, covenant or other obligation hereunder, and/or (vii) the infringement of any third party proprietary rights with respect to (A) Services performed by Supplier, and/or (B) Goods supplied by Supplier (including, without limitation, with respect to Supplier's manufacture and/or Buyer's use or possession thereof).

Supplier's obligation to indemnify will survive the expiration or termination of the Purchase Order by either party for any reason. If the use or sale of any Goods is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that Buyer may have hereunder or by law, Supplier, at no expense to Buyer, will obtain for Buyer and its customers the right to use and sell said item, or will substitute an equivalent item, acceptable to Buyer, and extend this indemnity with respect to such item. In the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for Buyer or its customers, Supplier will indemnify Buyer and its customers for any and all losses or damages sustained by reason of such injunction.

Independent Contractor Services:

Supplier is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors are agents or employees of Buyer, and are therefore are not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Supplier will be responsible for all costs and expenses incident to performing its obligations under the Purchase Order and will provide Supplier's own supplies and equipment. Except as otherwise set forth in these Terms, the manner and means of providing the Goods and/or Services (as applicable) to Buyer are subject to Supplier's sole control.

Property in Seller's Possession:

Any item furnished to Supplier by Buyer, including but not limited to all drawings, manuals, specifications, products or equipment of any customer of Buyer or of Buyer itself, shall be the property of Buyer; shall be subject to removal at any time upon Buyer's demand, shall be used only in filling orders for Buyer; shall be maintained in good order and condition and shall be clearly identified as the property of Buyer. The Supplier assumes all liability for loss or damage to such property.

Assignment:

Neither the Purchase Order nor any of the rights and obligations of Supplier thereunder may be assigned or transferred by Supplier without the prior written consent of Buyer. The Purchase Order will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this Section will be void.

Confidentiality:

If the parties have executed a separate confidentiality agreement ("CDA"), the terms of such CDA will govern the disclosure and receipt of Confidential Information (as defined in the CDA) by and between the parties. If a CDA is not in effect between the parties, the remainder of this Section will apply.

Supplier agrees to keep all Confidential Information (as defined below) in confidence during and

following termination or expiration of the Purchase Order.

Confidential Information includes but is not limited to any and all information or material that is proprietary or commercially valuable to Buyer, including, without limitation, know-how, technical information, data, trade secrets, inventions (whether patented or unpatented), technologies, samples and materials, research or business plans, products, services, customer and supplier lists, operations, manufacturing processes, software, hardware, equipment, databases, discoveries, formulas, diagrams, drawings, graphs, blueprints, specifications, records, designs, analyses, test materials, compounds, computer programs in human or machine-readable code (including notes, spread-sheets and flow-charts), marketing, financial, manufacturing and other business data and projections (including, without limitation, operation costs, profit margins, raw materials, sales information, production and technology costs), unpublished documents, and the contents and existence of the Purchase Order. Confidential Information will include the confidential information of any third party who has given Buyer the right to use such confidential information subject to a non-disclosure agreement between Buyer and such third party. Confidential Information need not be labeled as such to enjoy the protections afforded the same but need only be of the kind generally understood to be confidential, proprietary or commercially valuable.

Confidential Information does not include any information that (i) Supplier lawfully knew without restriction on disclosure before Buyer disclosed it to Supplier, (ii) is now or becomes publicly known through no wrongful act or failure to act of Supplier, (iii) Supplier developed independently without use of Confidential Information, as evidenced by appropriate documentation, or (iv) is hereafter lawfully furnished to Supplier by a third party as a matter of right and without restriction on disclosure. In addition, Supplier may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Supplier provides prompt notice to Buyer of such requirement prior to disclosure.

Supplier agrees not to copy, alter or directly or indirectly disclose any Confidential Information. Additionally, Supplier agrees to limit its intentional distribution of Confidential Information to those who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Supplier of nondisclosure agreements with provisions substantially similar to those set forth herein.

In no event will Supplier use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information.

Supplier further agrees not to use Confidential Information except in the course of performing hereunder and will not use Confidential Information for its own benefit or for the benefit of any third party. The mingling of Confidential Information with information of Supplier will not affect the confidential nature or ownership of the same as stated hereunder. Supplier agrees not to design or manufacture any products which incorporate Confidential Information.

The terms of this Section are in addition to, and will complement and supplement any other agreement between the parties regarding confidentiality or security of information, including, without limitation, any applicable CDA.

Notices:

All notices, requests, demands and other communications that are required or may be given pursuant to the Purchase Order will be in writing and will be either personally served at or mailed to the last known mailing address of the person entitled thereto.

All such notices, statements and other communications (or copies thereof) shall be deemed furnished to the person entitled thereto (a) on the date of service, if personally served at the last known mailing address of such person, or (b) on the date on received, if mailed to such person in accordance with the terms of this Section. For purposes hereof, an item shall be considered mailed if the sender can establish that it was sent by means including, but not limited to, the following: (I) by United States Postal Service, postage prepaid; (ii) by courier service (Federal Express or the like); or (iii) by telefax or other means of electronic communication.

Representations and Warranties:

Supplier hereby represents and warrants that (i) it is authorized to sell the goods and/or perform the services set out in the Purchase Order; (ii) all goods provided and/or services performed will comply with the descriptions and specifications as set out in the Purchase Order; (iii) all goods provided are of genuine and authentic manufacture, new and unused; (iv) will throughout the Warranty Period be free from defects in design, materials, workmanship and manufacture, be of satisfactory quality and fit for the purposes communicated by Buyer or if not communicated by the Buyer fit for the purposes as can be reasonably deemed; and (v) all services will be performed in a workmanlike and professional manner by employees or subcontractors of Supplier having a level of skill commensurate with the requirements of the agreed upon scope of work and that its performance of services do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

The foregoing warranties are in addition to all other warranties, express or implied, and shall survive the delivery, performance, inspection, acceptance or payment by Buyer. Buyer's inspection, test, approval, acceptance or use of any goods will not relieve Supplier of any warranties specified herein or otherwise applicable. If Buyer identifies a warranty problem during the Warranty Period, Buyer will notify Supplier and may, at its sole option, and at Supplier's expense: (i) require Supplier to correct any defect or nonconformance; (ii) return deficient or nonconforming goods to Supplier for a full refund of amounts paid for those deficient or non-conforming goods; (iii) correct the deficient or nonconforming goods itself, or (iv) re-perform the services or any part thereof which fails to conform to Buyer's specifications. Replacement or repaired goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

Amendment and Modification:

No change to the these Terms is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer.

Waiver:

Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Waiver of Breach:

A waiver by any party of a breach of any provision of these Terms and Conditions by any party shall not operate or be construed (a) as continuing, (b) as a bar to, or a waiver or release of, any subsequent right,

remedy, or recourse as to a subsequent event, or (c) as a waiver of any subsequent breach by the non-breaching party.

No Exclusivity or Minimums:

The Purchase Order is a non-exclusive agreement. Buyer is free to engage others to provide goods or services the same as or similar to the Goods and/or Services (if any) to be provided under the Purchase Order. Buyer is not obligated to any minimum purchase or future purchase obligations under the Purchase Order.

Choice of Law / Venue:

These Terms and Conditions and the terms of any Order issued by Buyer shall be construed in accordance with the laws of the State of Michigan. Resolution of disputes shall be conducted in accordance with the laws of the State of Michigan. In the event there is any legal action arising between Buyer and Supplier, venue shall lie in the appropriate court located within Wayne County, Michigan or the United States District Court for the Eastern District of Michigan.

Cumulative Remedies:

Nothing herein shall limit Buyer's rights in law or equity for damages resulting from the delivery of any Materials. The remedies provided herein are cumulative and are in addition to any other remedies provided at law, or in equity, and nothing herein shall be construed as prohibiting Buyer from pursuing any other remedies at law or in equity available to it for any breach or threatened breach of these Terms and Conditions, all of such remedies being cumulative in every respect. No waiver of any breach or violation hereof shall be implied from forbearance or failure by Employer to take action thereon.

Language:

The only official version of the Purchase Order, and all communications related to the Purchase Order, will be in the English language.

Date Effective: December 28, 2015
Supersedes All Prior Versions