

PURCHASE ORDER TERMS AND CONDITIONS

1. Seller must enclose an itemized packing slip showing purchase order number and originators' name with each shipment and on each invoice.
2. NO PARTIAL SHIPMENTS WILL BE ACCEPTED WITHOUT TS TECH APPROVAL. **Delivery performance is used in evaluating suppliers and is a factor in determining future purchases. If seller cannot meet our receiving date or quantity, please contact the Buyer.**
3. Permit to Purchase Tangible Personal Property Without Payment of Taxes is Held By TS Tech. Supplier Should Request a copy of said permit from Buyer.

1. General

- A. This Purchase Order, together with the Agreements Applicable to this Order, specified herein, and including these Purchase Order Terms and Conditions, constitute the complete and final agreement of Buyer and Seller and may not be added to, modified, superseded or altered except by written agreement or modification signed by buyers authorized representative notwithstanding any terms and conditions which may now or in the future appear on Seller's invoices quotations, acknowledgement or other forms, and notwithstanding any acceptance of shipment, payment or other similar act of buyer.
- B. Prompt acceptance of this Order by returning the acknowledgement copy hereof is requested but, in any event, any shipment, delivery or other tender of performance of Seller shall be taken as Seller's assent to and acceptance of these terms and conditions
- C. Any Agreement Applicable to this Order specified on the reverse hereof is intended to be incorporated herein by and as supplemented to this Purchase Order. However, in the event of direct conflict, the provisions of those Agreements will prevail.

2. Performance

- A. Buyer shall have the right at any time to change this Order as to specifications, delivery, packaging or means of shipments. Seller's receipt of Buyer's notice of change without response received by Buyer within 10 days or shipment or other performance reflecting the change, whichever occurs first, shall be Seller's acceptance of the change without any price or other adjustment to this Order. Seller shall make no changes in the goods or any material or labor covered hereby (the "goods"), whether by change in or departure from specification by change in design. Manufacture process, machinery dies and molds, standard or method, or by change in material or composition, whether any such change is at the initiative of Seller or its supplier, with out Buyer's prior written consent
- B. Time and quantity are of the essence of this Order. Unless otherwise specified, delivery times specified are the times of delivery of the Goods at Buyer's designated place of delivery or designation.
- C. Seller will pack, mail, label and ship all Goods in an appropriate and suitable manner selected by Seller which will ensure the lowest transportation cost for which Buyer is responsible, if any, in the absence of specific instructions contained herein. Buyer's count of the goods will be final as to all shipments not accompanied by packing list, Seller will inform Buyer immediately of any occurrence which will or is expected to result in any delivery of any time or any quantity not specified in this Order and also of corrective measure which Seller has taken to minimize the effect of such occurrences.
- D. Seller may not assign this Order or partial payment of any sums due hereunder.
- E. Seller will maintain appropriate public liability, including product liability, insurance and also Worker's Compensation insurance covering all employees and will provide certification of such coverage as may be requested by Buyer (Buyer's failure so to request shall not be a waiver of this requirement).
- F. In the event that any claims, demands or lawsuits are made or brought against Buyer relating to the Goods or relating to the trade names, trademarks, copyrights or patents and are based upon unfair competition by reason of sale or use of Seller's Goods by Buyer, Seller shall hold Buyer free and harmless, defend all actions against Buyer, pay all cost of any lawsuit, including any attorney's fees, and indemnify and hold harmless Buyer for any cost incurred by Buyer in connection therewith.

3. Seller's Warranties

- A. Seller warrants that the Goods, including material and work, furnished hereunder shall be of the highest grade and quality unless otherwise specified and shall meet specifications, drawings, or standards agreed upon or samples submitted or approved
- B. Seller warrants that the Goods will comply with all applicable federal and state laws and will be in compliance with all standards and agreements incorporated and made a part of this Order. Payment by Buyer shall not constitute an acceptance of or waiver any rights of Buyer hereunder.
- C. In the event that any Goods purchased hereunder are not in compliance with any state or federal law or regulation or not in compliance with any agreement or standard incorporated herein, now existing or hereafter enacted or amended, or are otherwise defective hereunder, Buyer may (without limitation) return the defective Goods to Seller, who will refund and return to Buyer its cost plus freight to Buyer's warehouse or facility and freight for return to seller or (at Buyer's option) repair or correct or replace the defective Goods at seller's cost and expense.

4. Price, Taxes, Transportation, Payment

- A. All Prices shall be F.O.B. place of delivery (destination), unless otherwise specified herein: inclusive of applicable taxes, excise, duties, quotation fees or any other government impositions on or related to the production, sale or transportation of the goods, except as only otherwise specified herein: in compliance with any ceiling and other limitation of price established by any governmental authority, and subject to increase only with prior written consent of buyer.
- B. Buyer and Seller will cooperate upon request in obtaining and furnishing such certificates or other evidence of inapplicability of or exemption from any sales, excise or other taxes to which either of the parties may be entitled.
- C. Unless otherwise specified herein, the price of the goods shall be payable 31 to 61 days after the calendar month following the month of the Buyer's acceptance of the Goods to which payment is to be made.

5. Force Majeure

Either Buyer or Seller may suspend performance during the occurrence of an excusable delay, which shall mean and include any delay not occasioned by the fault or negligence of the delayed party and which results from the acts of God or public enemy, restrictions, prohibitions, priorities or allocations imposed by governmental authority, embargoes, floods fire, typhoon, earthquakes, epidemics, usually severe weather, delays of similar nature or governmental causes and strikes or labor disputes (of or involving the delay part's employees only). Excusable delays do not include lockout, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. Nothing contained in this paragraph shall limit Buyer's rights hereunder in any way, except that in the event of Seller's excusable delay, Seller shall not be liable for Buyer's incidental or consequential damages resulting from that delay.

6. Buyer's Property, Patents, Trade Secrets, Know-How

Unless otherwise specified in separate written agreement between Buyer and Seller, all tools, equipment, dies and jigs, drawings, specifications and other material of every description furnished to Seller or paid for by Buyer shall be and remain the sole property of Buyer, shall be plainly marked and/or otherwise clearly identified by Seller as "Property of [TS Tech Group Member]" (TS Tech North America, TS Tech USA, TS Tech Alabama, TS Tech Canada), and shall be stored separate and apart from seller's property, shall be treated as confidential and use so as to prevent disclosure inconsistent herewith, shall not be used except pursuant to this Order, shall be subject to Buyer's immediate possession on demand and, in any event, shall be returned to Buyer simultaneously with final shipment or termination under this Order.

7. Supplies

- A. From time to time hereunder, with Seller's consent, Buyer may provide Seller, directly or indirectly, with material, work in process, or component parts of the Goods ("Supplies"). The consideration to be furnished for the Supplies shall be establish by agreement of the Parties
- B. All Supplies received by Seller from any person, including Buyer, will be inspected and processed in accordance with Buyer's instructions to Seller and Seller shall confirm Supplies are within the specifications for the Goods. In addition, Seller will give Buyer prompt notice of any nonconformity of the Suppliers or the delivery thereof to Seller.
- C. Seller will not substitute any other property for the Supplies and will not sell, use or permit use of the Supplies for any purpose except the furnishing of Goods to Buyer

8. Advertising

Without Buyer's prior written consent, Seller shall not advertise or publish in any manner that Seller has contracted to, or has furnished Goods to Buyer.

9. Termination

- A. Buyer may at any time terminate this Order In whole or in part by written notice, whereupon Seller shall terminate work pursuant to the terms of such notice and without any further liability of Buyer or Seller.
- B. If Goods ordered hereunder are made specifically for Buyer and cannot be sold to other purchasers, upon termination by Buyer, Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchase prior to terminate and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within 60 days from the date of notification or termination, or order price of finished work and the cost to Seller, excluding profit or losses, of work in process and raw material, less however (1) the agreed value of any items used or sold by Seller with Buyer's consent and (2) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any items sold or used by Seller with Buyer's consent, Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery requirements. The payment provided for in this cause shall constitute Buyer's only liability in the event this Order is terminated as provided herein. The forgoing provision of this section shall not apply to any termination by Buyer for default of Seller or under the following provision of this section.
- C. To the extent this Order covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall not have liability for any termination of this Order, in whole or In part, prior to actual shipment of for any termination, except that; within 10 days after receipt of goods by Buyer, its liability shall be limited to returning said Goods and reimbursing Seller for direct cost of handling and transportation

10. Inspection and Test

- A. Seller will submit to Buyer all production, functional and quality control test reports and other data as may be requested by Buyer from time to time concerning the Goods, in order that Buyer can ensure quality control. Seller grants to Buyer the right to enter Seller's premises during any reasonable business hours to make such inspection and examination, as Buyer may deem appropriate and agrees to fully cooperate with buyers in effecting such and inspection.
- B. All Goods ordered shall be subject to final inspection and test by Buyer. Such inspection shall be made within a reasonable time after receipt, irrespective of day of payment, and any terms, which are not fully satisfactory to Buyer, may be rejected by notice to seller. Said rejected items are to be replaced with applicable items within the fastest reasonable time after notice of rejection, or at the option of Buyer, exercised by written notice, the quantity of Goods may be reduced by the number of rejected items.

11. Executive Orders

Agreement and Certificate pursuant to Executive Orders 11246, as amended by Executive Order 11375, 11625, 11701 and 11758. The Seller agrees that the representation and provisions required by Executive Order 11246, as amended by Executive Order 11375 (Equal Opportunity), Executive Order 11625 (Minority Business Enterprises), Executive Order 11701 (Affirmative Action for Disabled veterans and Veterans of Vietnam Era), and Executive Order 11758 (Employment of the Handicapped) are hereby incorporated and made a part of this contract.