

General Terms and Conditions

1. Agreement and Acceptance-

- (a) Supplier agrees to sell and deliver goods or services specified in this Purchase Order in accordance with the terms and conditions hereof. This would include any documentation referenced herein, all of which constitute the entire agreement of the parties and cancels any prior negotiations or agreements. The Supplier hereby acknowledges acceptance of this order upon receipt. Buyer's order expressly limits acceptance to the terms of this order and any additional or different terms are rejected unless expressly agreed to by Buyer in writing. Supplier specifically acknowledges its acceptance of this order by delivery of goods, rendering of services, or the commencement of work on goods to be specially manufactured for Buyer pursuant to this order.

2. Order Changes-

- (a) Buyer may make changes at any time to this order. Any price adjustments to be made to the order must be submitted to Buyer by Supplier in writing at the time of order change. Buyer will have the right to verify all claims hereunder by auditing relevant records, facilities, work, or materials of Supplier. Supplier agrees to proceed with the order after completion of change is made.
- (b) All engineering changes, whether initiated by Buyer or Supplier, will be in accordance to Buyer's practices in effect at the time of the change. Supplier as directed by Buyer will promptly implement all Buyer approved engineering changes. Price changes for Buyer approved engineering are to be based solely on the design cost variance from the superseded design and must be substantiated with the appropriate documentation satisfactory to Buyer.

3. Pricing, Records, and Payments-

- (a) **General.** Prices contained in this order and/or attached schedules are firm and are not subject to change without prior Buyer's approval as evidenced by Buyer's properly authorized written amendment to this order. No charge shall be made by Supplier for boxing, packing or cartage unless by express agreement. Supplier is granted no right or set off of unpaid invoices against obligations of Supplier's parent, subsidiaries, or affiliates, to Buyer.
- (b) **Most Favored Customer.** Supplier warrants that the prices for the goods and services sold to Buyer hereunder are no less favorable than Supplier currently extends to any other customer for the same or similar goods or services in similar quantities. If Supplier reduces its prices to others for the same or similar goods or services during the term of this order, Supplier will immediately reduce the prices to Buyer for such goods or services. Supplier warrants that prices shown on this order are complete, and that no additional charges of any type will be added without Buyer's express written consent.
- (c) **Payment.** Buyer will make all payments to Supplier within agreed number of days net proximal from the date of Supplier's invoice, unless expressly stated to the contrary on the front of this Purchase Order.
- (d) Supplier must maintain and store quality records for a minimum of (10) years such as but not limited to, inspection, test, purchased materials, special processing, engineering changes, calibration, and final acceptance records when specified on the purchase order, RFQ, RFP or other Purchasing documents.
- (e) Supplier must maintain ledgers, payroll data, books, records, personnel documents, correspondence, instructions, drawings, receipts, vouchers, and all other documents required for GPS or the customer to have a complete understanding of the charges for which supplier is seeking payment in connection with the services provided by its employees. Supplier will preserve these documents for a minimum of seven years after the final payment for any services provided under the project schedule or purchase order.

4. Delivery-

- (a) **General.** Time is of the Essence. Deliveries are to be made both in the quantities and at the dates specified by Buyer. Buyer will not pay for material or items delivered to Buyer which are in excess of quantities specified in this order. Buyer may, from time to time, change delivery schedules to direct temporary suspension of scheduled shipments upon prior written or verbal notice. If Supplier fails to make deliveries or perform services at the agreed time, all damages suffered by Buyer and any additional transportation or other costs required to meet the specified delivery schedule will be at the expense of the Supplier.
- (b) **Release Authorization.** When deliveries are specified to be in accordance with Buyer's written releases, Supplier will not fabricate or assemble any goods, nor procure required materials, nor ship any supplies, except to the extent authorized by such written releases of this order.
- (c) **Excusable Delays.** At Buyer's sole discretion, allowances may be made for delays caused by fire, flood, earthquake, strikes, insurrections, and circumstances beyond the reasonable control of Supplier. If, at any time, Supplier has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause and the anticipated new delivery date(s) will be sent to Buyer immediately. Fire, strikes, and other causes beyond Buyer's control shall relieve Buyer from accepting delivery hereunder while such cause is operative.

5. Packing, Marking, and Shipment-

- (a) **General.** Supplier will pack and mark goods and make shipments in accordance with Buyer's instructions, meet carrier requirements and assure delivery free of damage and deterioration. All shipments to Buyer's plants must include a packing slip and/or bills of lading. Whenever shipment is made by truck, Supplier will enclose a packing slip in an envelope to Buyer's traffic representative upon arrival at Buyer's plant. Supplier is responsible for all risks to the goods until delivery and acceptance at the designated FOB point.
- (b) **Designated Carrier.** Buyer may specify the carrier and/or method of transportation and Supplier will process shipping documents and route shipments accordingly. Supplier will comply with all of Buyer's transportation routing instructions, including without limitation, mode of transportation, utilization of assigned carrier and identification of the shipping point. Supplier will be responsible for all excess costs incurred because of its failure to comply with Buyer's transportation instructions.
- (c) **Documentation Requirements.** Buyer will not be responsible for delays in the payment of invoices if the following requirements are not met. Invoices and packing slips must bear the Purchase Order number, part number, quantity buys or the release number on blanket orders, the "ship-to" address, Buyer assigned plant location, and address to invoice.

6. General Warranty-

- (a) **General.** Supplier warrants that the goods or services will (I) comply with all specifications, drawings, descriptions, or samples furnished and/or specified by Buyer, (II) be merchantable, and (III) be free from defects in materials and workmanship. Supplier further warrants that all goods not designed by Buyer will be fit and sufficient for the purpose intended. The warranty term will be coterminous with the warranty extended to Buyer's customers by Buyer. Supplier's liability for a breach of the warranties given herein will be determined by Buyer's analysis of a sample of products against which claims are made that the products are defective. Supplier will participate in such analysis in accordance with Buyer's procedures.
- (b) **Title.** Supplier further warrants that on delivery Buyer will receive good and merchantable title to the goods and services, free and clear of all liens, and encumbrances of any kind. And that all goods and services will be free from any actual or claimed patent, copyright or trademark infringement and any claims of third parties.
- (c) **Survival.** These warranties are in addition to any warranties implied by law or otherwise made by Supplier and will survive acceptance and payment by Buyer.

7. Inspection and Claims-

- (a) **General.** All material shall be received subject to Buyer's inspection and rejection. Defective material not in accordance with Buyer's specifications will be held for Supplier's instruction and at Supplier's risk and if Supplier so directs, will be returned at Supplier's expense. Buyer shall have 30 days from the date of receipt of goods to notify Supplier of defective goods. Payment for material on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Supplier's responsibility for latent defects. This order is issued for the product specifically identified in this order and any substitution of material, without prior Buyer approval, will be considered a breach of this order.

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- (b) Inspection of Manufacturing Process. Buyer may inspect and evaluate all goods (including all tooling and material used in their manufacturing process), and all services at times and places designed by Buyer. Supplier will provide and maintain a Supplier Quality Assurance System approved by Buyer and which meets Buyer's specifications, as they may be amended from time to time. Supplier will perform inspections as designed by Buyer and Supplier will make inspection systems, procedures, and records available to Buyer upon request. Buyer reserves the right to inspect at Supplier's premises and have Buyer's customer present when required.
- (c) Remedies. Without limiting its remedies, after notice to Supplier, Buyer may (I) replace or correct any non-conforming goods or services and charge Supplier the full cost of such replacement or correction on an expedited basis to meet delivery dates and removal of any defective materials and goods. (II) Cancel the order for default, (III) subject Supplier's account to a debit for the damages suffered by Buyer, and/or (IV) cause the removal of Supplier as an approved Buyer Supplier.
- (d) Claims Adjustment. Buyer may at any time and without notice deduct or set-off Supplier's claims for money due or to become due from Buyer against any claims that Buyer has or may have arising out of this or any other transaction between Buyer and Supplier.

8. Property and Special Tooling-

- (a) Unless otherwise provided in this order, property of every description including all tools, equipment, material, drawings, manufacturing aids and replacements of the foregoing furnished by Buyer, either directly or indirectly, or as acquired or manufactured by Supplier for use in the performance of this order, for which Supplier has been reimbursed by Buyer (Special Tooling), will be (I) the property of Buyer, (II) plainly marked or otherwise adequately identified by Supplier as the property of Buyer, and (III) safely stored separate and apart from Supplier's property. Supplier will adhere to the Buyer procedure in effect at the time for submitting requests for reimbursement for tooling costs. All requests for reimbursements for tooling costs are subject to review, approval, and audit by Buyer. Supplier will retain and not use or rework tooling or property of Buyer except for performance of work hereunder or as authorized in writing by Buyer. Supplier will keep such tooling or property in its possession and/or control in good condition, fully covered by insurance, free of liens and encumbrances and will replace such tooling or property when lost, damaged or destroyed. All Buyer tooling or property will be transferred as Buyer may direct at any time. If Supplier makes an unauthorized transfer of Special Tooling, Supplier will reimburse Buyer for any costs incurred by Buyer in returning the tooling to Buyer or moving the tooling as directed by Buyer.

9. Work on Premises-

- (a) If Supplier's employees, contractors, or agents provide services to Buyer on Buyer's premises or Buyer's customer's premises, Supplier shall examine the premises to determine whether they are safe for such services and shall advise Buyer promptly, in writing, of any situation it deems to be unsafe. Supplier shall handle and be responsible for every claim that arises from Supplier's work on Buyer's premises or Buyer's customer's premises that is for actual or alleged injury or damage to any person, property, economic loss, worker's compensation claim, or violation of any law. Or at Buyer's option provide at reasonable assistance to Buyer in Buyer's handling of such claims, unless the claim arises from the negligence or recklessness of Buyer, its agents, or employees.
- (b) IMPORTANT TO NOTE: If you hire an employee of any Gonzalez Company at any time during our relationship or within one year of the end of our relationship, you will be billed a recruiting fee of 30% of that employee's first year salary with your company. This fee will be paid to whichever Gonzalez Company the employee worked. The fee is necessary to recoup a portion of our training costs in our experienced people. It will also allow us to cover part of the cost of replacing our employee and ensure that you will receive continued uninterrupted professional services.

10. Insurance and Indemnification-

- (a) Insurance. Supplier will provide worker's compensation, comprehensive general liability, automobile, public liability, and property damage insurance in amounts and coverage's sufficient to cover all claims hereunder. Such policies will name Buyer as an additional insured thereunder and contain endorsements stating that the policies are primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for Buyer. Buyer may require Supplier to furnish evidence of the foregoing insurance but failure to comply with these insurance requirements will not relieve Supplier of its liability and obligations under this paragraph. Buyer's action or inaction will not act as a waiver of any of Buyer's rights described in this paragraph.
- (b) Indemnification. Supplier will defend, indemnify, and hold Buyer harmless against all claims, liability, losses, damages, and settlement expenses in connection with any breach by Supplier of these general conditions or 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, omission or negligent work of Supplier or its employees, agent, or subcontractors in connection with performing this order, whether on Buyer's property or Buyer's customer's property or in the course of their employment.

11. Use of Buyer's Name-

- (a) Supplier will not, without the prior written consent of Buyer, in any manner publish the fact that Supplier has furnished or contracted to furnish Buyer goods and/or services, or use the name or trademarks of Buyer, its product, or any of its associated companies in Supplier's advertising or other publication. Supplier will not place its, or any third party's trademark or other designation on the part if the product bears a Buyer trademark or an identifying mark specified by Buyer, or if the product is peculiar to Buyer's design (marked product). Supplier will sell Marked Product, and similar goods, only to Buyer and will not sell Marked Product or similar goods to third parties without Buyer's prior written consent.

12. Technology Rights-

- (a) General. The specifications, drawings, designs, manufacturing data and other information transmitted to Supplier by Buyer in connection with the performance of this order are the property of Buyer and/or Buyer's customers and may be covered by one or more Buyer patents, patent applications, know-how or copyrights (confidential information). No rights are granted to Supplier under any Buyer patents or technology except as may be necessary to fulfill Supplier's obligations under this order.
- (b) Infringement Claims. Supplier shall indemnify and hold harmless Buyer and its customers and shall handle and be responsible for every claim of infringement of any present or future patent, copyright, industrial, design right or other proprietary right that results from the sale or use of the goods/services supplied hereunder (I) alone (II) in combination by reason of their content, design or structure, or (III) in combination in accordance with Supplier's recommendations, and at Buyer's option provide all reasonable assistance to Buyer in Buyer's handling of such claims. Supplier's obligation shall apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing.
- (c) Grant-back License. Supplier grants to Buyer and its associated companies a nonexclusive, royalty-free, irrevocable license for Buyer and sufficient know-how to rebuild and/or repair and have rebuilt and/or repaired the goods covered by this order, including any improvements thereto as they may be delivered from time to time.
- (d) Non-Assertion. Supplier will neither assert nor transfer to another a right to assert against Buyer and/or its associated companies, or dealers or customers thereof any copyright of Supplier that is applicable to any works of authorship furnished to Buyer or any of Buyer's associated companies in the course of Supplier's activity hereunder. All information disclosed heretofore and hereafter by Supplier to Buyer in connection with these supplies or services is disclosed on a non-confidential basis. Supplier grants to Buyer and its customers a worldwide, royalty free copyright license in all works supplied to Buyer.
- (e) Secrecy. Supplier will handle all of this Confidential information in such a manner to insure that it is not used for any purpose detrimental to the interests of Buyer and will not, directly or indirectly, (I) use or exploit such Confidential information in any way except to fulfill this order and (II) will keep Confidential and not disclose such Confidential information to any third-party without Buyer's prior written consent. All drawings and tracings furnished by Buyer for this Contract/Purchase Order must be returned with the last invoice.

13. Assignment-

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(a) This order or any rights or interest herein may not be assigned, delegated or encumbered in whole or in part, or sold or transferred as part of a sale of the Supplier or its business, stock or assets without Buyer's prior written consent, including without limitation, the subcontracting of work to be performed hereunder or the transfer of Special Tooling to third parties for the performance of work hereunder.

14. Termination at Buyer's Option-

(a) Buyer may terminate this order at any time without cause in whole or in part by written notice, whereupon Supplier will stop work on the date and to the extent specified in such notice and terminate all order and subcontracts that relate to the terminated order. Within thirty (30) days after receipt of termination notice, Supplier will submit all claims resulting from such termination. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work, or materials of Supplier and/or its subcontractors. Buyer will pay Supplier of finished work accepted by Buyer as well as for the documented cost to Supplier of work in process and raw material allocable to the terminated work which is not in excess of any prior Buyer authorization. Payment made under this paragraph will not apply to any cancellation by Buyer for default by Supplier or for any other cause recognized by law or specified by this order.

15. Cancellation for Default-

(a) If Supplier (I) fails to deliver goods or perform services at the time specified herein or fails to make progress so as to endanger performance of the work or impair delivery dates, or (II) fails to perform any other provisions hereof and does not cure such failure within a period of ten (10) days after receipt of written notice from Buyer specifying such failure, or (III) becomes financially unstable, insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, or (IV) is merged into another company and/or is expropriated or nationalized, Buyer may cancel the whole or any part of this order without any liability, except for payment due for goods and services delivered and accepted to date. Upon such termination Buyer will have the right, and on notice to Supplier, to take title to and possession of all or any part of such materials, work in process or finished goods performed by Supplier under this order, any special tooling and all drawings, technology and information furnished by Buyer.

16. Spare Parts for Equipment-

(a) Supplier will make spare parts for Buyer's requirements for any equipment purchased hereunder for ten years or for such longer time as may be required by Buyer after the order is terminated. The price of the part for Buyer's service requirements will be the price provided in the order plus costs actually incurred for special packaging.

(b) If the part is no longer required, then the price of the part for Buyer's equipment will be no greater than the last price stated in the order plus or minus (I) any changes in the cost of materials since the order was terminated, plus (II) a volume adjustment reflecting the actual increase in the cost per unit of producing fewer units, plus (III) a set-up charge reflecting the actual cost of preparation for the production run, plus (IV) any additional costs actually incurred for special packaging. All of the foregoing components of the price will be documented to Buyer's reasonable satisfaction, including without limitation, set-up detail, machine productivity, scrap allowance, labor inefficiencies and excess raw material requirements.

(c) If the parts are manufactured in a country other than the country in which the goods are delivered to Buyer, Supplier will mark the goods shipped for Buyer's service requirement 'Made in (country of origin)'.

17. Taxes-

(a) The goods purchased hereunder are for resale or for an exempt purpose and may be exempt from local sales or use taxes in the foreign jurisdiction. The vendor is responsible for all applicable local, state, and/or federal tax compliance including but not limited to non USA jurisdictions.

18. Remedies-

(a) The rights and remedies herein reserved to Buyer are cumulative And in addition to any other or further rights and remedies available at law or in equity. No waiver of any breach of any provision of this order will constitute a waiver of any other breach or a waiver of such provision.

19. Component Application Sign-Off-

(a) Suppliers of component parts and sub-systems are expected to concur, in writing that the application of their components or sub-systems meets the design intent for which they have been developed. This includes both the applications in the Gonzalez Production System's, tooling system and its operation in its final environment. Concurrence must occur at both design and try-out.

20. Required Compliance-

(a) In providing goods or services hereunder, Supplier will comply with any and all-applicable foreign and U.S. federal, state and local laws, and regulations promulgated thereunder, including without limitation, the U.S. Fair Labor Standards Act as amended. Supplier will defend, indemnify and hold Buyer harmless from and against any and all claims, losses, damages, costs and expenses resulting from or arising out of any failure of Supplier or Supplier's employees, agents and subcontractors to comply with any applicable governmental regulations and/or statutes.

21. Governing Law-

(a) This Purchase Order/Contract shall be construed and interpreted according to the laws of the State of Michigan.