

For Maynard Steel Casting Company Suppliers

Purchase Order Terms and Conditions

1. **ACCEPTANCE:** To the extent this form is deemed an offer to purchase by Buyer, this offer expressly limits Seller's acceptance to the terms of this offer and expressly rejects any proposals for deletions or additional terms to the contract. Seller's acceptance of this offer may be execution and return of the acknowledgment copy or by any other conduct consistent with an acceptance including but not limited to commencement of the work.

To the extent this form is deemed an acceptance by Buyer, this acceptance is limited to the terms stated on this acceptance. Buyer expressly rejects all conflicting or additional terms contained in the offer, any conduct by Buyer consistent with this acceptance is not deemed to accept any conflicting or additional terms.

2. **CHANGES:** Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportations, if any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
3. **INSPECTION/TESTING:** Payment for the goods delivered hereunder shall not constitute acceptance thereof, Buyer shall have the right to inspect such goods and to reject any or all of said goods which are in Buyer's judgment defective or nonconforming goods. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Buyer receives goods whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control. Buyer may require on-site inspections.
4. **WARRANTY:** Seller warrants that all goods and services covered by this order shall conform exactly to the description and specifications of this order, and any specifications and drawings upon which this order is based. All goods and services shall be of merchantable quality and workmanship and be fit for their intended use. Seller also warrants exact prices and delivery of exact quantities. The time frame of all warranties will be that provided for by the Wisconsin uniform commercial code, or any longer warranty period ordinarily offered by Seller. Such warranties shall survive all inspections, tests, and acceptance by Buyer. In addition, all warranties shall run to Buyer, its successors, assigns, customers, and users of the products sold by Buyer. Seller's obligations for breach of warranty include complete replacement or repair of the goods, all installation charges incurred in fixing the goods, and all consequential and incidental damages. Should Seller's warranty fail of its essential purpose, any limitation of Seller's liability for damages shall be void.

5. TIME OF THE ESSENCE: Time is of the essence in the performance of this order, unless explicitly stated otherwise. Where delivery dates are specified herein, failure to deliver in accordance with them shall constitute a breach of this order unless such failure resulted in full from a fire or flood.
6. FORCE MAJEURE: Buyer may delay, without additional expense, delivery or acceptance of goods occasioned by causes beyond its direct control including, but not limited to government action or failure to act, strike or other labor trouble, accident, fire, act of god, or unusually severe weather.
7. INVOICES: Itemized invoice showing the correct purchase order number, accompanied by a manifest and bill of lading must be sent to Buyer at the time of shipment. Shipper's name must appear on all packages and pieces. Packing slip must accompany each shipment.
8. TERMINATION FOR CONVENIENCE OF BUYER: Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of only actual direct costs resulting from the work already performed. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. In no event is Buyer responsible for any indirect expenses, overhead, or consequential damages.
9. TERMINATION FOR CAUSE: Buyer may also terminate this order or any part hereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide Buyer upon request of reasonable assurances of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.
10. TOOLS, DIES, ETC: All tools, dies, patterns, molds, templates, or other equipment or material forwarded by Buyer, or paid by Buyer, shall become Buyer's property and will be subject to removal at any time upon Buyer's demand and shall be used only in filling Buyer's orders. Seller agrees not to furnish parts made to Buyer's specifications to any other party.
11. APPLICABLE STATE LAW: The terms and conditions of this order shall be governed, construed, and interpreted under the laws of the State of Wisconsin. Further, by accepting this order, Seller agrees to be subject to personal jurisdiction in the State of Wisconsin.
12. SHIPMENT: Seller shall use least expensive lawful method of transportation. If a more expensive way is necessary in order to meet delivery dates, any increased transportation costs shall be paid for by Seller.
13. PATENTS AND COPYRIGHTS: Seller agrees to indemnify and hold Buyer and Buyer's customers harmless from all liability, costs and expenses, direct or indirect for claimed or actual patent, trademark, copyright, or trade secret infringements and to defend all suits against Buyer and Buyer's customers involving any such claims.

14. MATERIAL SAFETY DATA SHEETS: Seller must furnish to Buyer's purchaser all material safety data sheets (MSDS) for the goods being purchased prior to delivery of the goods. Seller agrees to indemnify Buyer for any damages or fines caused in whole or part by Seller's failure to provide the appropriate MSDS, or for providing an inaccurate MSDS.
15. REMEDIES FOR BREACH OF AGREEMENT: Buyer's remedies for Seller's breach of any terms of this agreement include all of those which are allowed pursuant to the Wisconsin Uniform Commercial Code including, but not limited to, collecting all incidental and consequential damages sustained. Seller shall defend, indemnify, and hold harmless Buyer against all damages, claims, or liabilities and expenses (including attorney fees) arising out of or resulting in any way from any alleged defect in the goods or services purchased hereunder, or from any negligent or intentional act or omission of Seller, its agents, employees, or subcontractor. Further, Seller agrees to reimburse Buyer for all costs and attorney fees Buyer expends in enforcing this agreement and claiming damages. These indemnification responsibilities are in addition to Seller's warranty obligations.
16. ASSIGNMENTS AND SUBCONTRACTING: No part of this order may be assigned or subcontracted without the written approval of Buyer.
17. SET-OFF: All claims for money due or to become due from Buyer shall be subject to deduction or set-off by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.
18. WAIVER: Buyer's failure to insist on performance of any other the terms or conditions herein or to exercise any right or privilege, or Buyer's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
19. EXECUTIVE ORDERS: Agreement and certificate pursuant to executive orders 11246, as amended by executive order 11375, 11625, 11701, and 11758. Seller agrees that the representations 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 into and made part of this order.
20. MODIFICATION OF AGREEMENT: These terms and conditions constitute the complete and exclusive provisions of this contract. No prior written or oral agreement shall in any way modify these terms and conditions. In addition, Seller expressly agrees that any modification of this order will only be effective if agreed to by Buyer in writing.
21. PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING: Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with this order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods from Seller, nor shall any information relating to the order be disclosed without Buyer's written permission unless otherwise agreed in writing. NO commercial, financial, or

technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto.

22. INSURANCE: If this order covers the performance of labor for Buyer, Seller agrees to indemnify and protect Buyer against all liability, claims, or demands or injuries or damages to any person or property growing out of the performance of this order. Seller further agrees to furnish an insurance carrier's certificate showing that Seller has adequate insurance coverage in the following minimum amounts:

- a. Worker's compensation statutory limits for state(s) in which the work is to be performed
- b. Comprehensive general liability, including contractual liability; completed operations/products; broad form property damage; and contractor's protective liability, if subcontractors are used. Minimum limits for personal injury including death and property damage \$250,000 each occurrence, \$500,000 aggregate
- c. Automobile liability, including owned, hired, and non-owned vehicles, minimum limits-bodily injury \$250,000 each person \$500,000 each occurrence and property damage \$250,000 each occurrence.

Said certificate must set forth the name of insurer, policy number, expiration date, limits of liability, and an article providing for at least ten (10) days written notice of cancellation. If Seller is a self-insurer, the certificate of the department of labor and industry of the state in which said labor is to be performed must be furnished by such department directly to Buyer. Compliance by Seller with insurance requirements does not in any way affect Seller's indemnification of Buyer

23. CASH DISCOUNT: The date used as the basis for cash discount calculation is the date the articles are received or the date an acceptable invoice is received, whichever is later.