



37584 Amrhein Rd., Ste. 150 • Livonia, MI 48150-1012
734-452-2400 • 734-452-2257 (fax) • 800-945-2658 • www.genfast.com

PURCHASE ORDER CONDITIONS

ACCEPTANCE: Any proposal for additional or different terms or any attempt by **Seller** to vary in any way any of the terms of this Order whether in **Seller's** quotation form, acknowledgment form, invoice or otherwise shall be deemed material and is hereby objected to and rejected, but such proposal or attempted variance shall not operate as a rejection of this **Order** if **Seller** accepts **Buyer's** offer by commencement of work, shipment or performance, or by other means, in which case this Order shall be deemed accepted by **Seller** without any additional or different terms or variations whatsoever, If this **Order** is deemed to be an acceptance of a prior offer by **Seller**, such acceptance shall be limited to the express terms contained herein. Any proposal for additional or different terms in such prior offer by **Seller** shall be deemed material and is hereby objected to and rejected.

LABELING, PACKING AND SHIPMENT: All **Goods** are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with **Buyer's** specifications. **Seller** shall not charge **Buyer** for labeling, packing, boxing or crating except as stated otherwise in this **Order**. If **Goods** are not shipped in accordance with **Buyer's** directions and/or the instructions set out in this **Order**, if any, then **Seller** shall pay or reimburse **Buyer**, as the case may be for any excess cost occasioned thereby.

DELIVERY: Time is of the essence of this **Order**. Deliveries are to be made both in the quantities and at the times specified herein, or if not specified herein in such quantities and at such times as may be indicated in **Buyer's** releases or other instructions. If the delivery date specified in this **Order** is marked "as scheduled", "as directed" or in some other similar fashion, **Buyer** will issue from time to time releases or other shipping schedule authorizations specifying shipping dates, quantities and destination, If **Seller** is unable to make shipments as specified in this **Order** or in a release or schedule authorization, the **Buyer** must be notified immediately.

DELAYS IN DELIVERY: If any of **Seller's** deliveries or performance fails to meet schedule other than by reason of an excusable delay, **Buyer** may, without limiting or affecting its other rights or remedies in any manner whatsoever, direct expedited routing and charge to **Seller** all excess costs incurred thereby. All additional handling charges and other expenses (whether related or not) resulting therefrom shall be chargeable to **Seller** and payable upon demand. An excusable delay shall not constitute a default hereunder. If **Seller** or **Buyer** is subject to one or more excusable delays, which persist for more than six (6) months in the aggregate, then the other party may cancel the then remaining balance of this **Order**. The term "excusable delay" means any delay in making or accepting deliveries or performance which results without fault or negligence on the part of the party involved and which is due to causes beyond its control such as acts of **GOD** or of a public enemy, any preference, priority or allocation order issued by government or any other act of government, any act of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes, The term "excusable delay" shall not, however, mean or include financial difficulties.

CERTIFICATES OF ORIGIN, ETC: Upon request, **Seller** shall furnish immediately to **Buyer** certificates of origin or domestic value-added and all other information relating to the costs and places of origin of **Goods** or **Services** and the materials contained therein or used in the performance thereof, as may be required by **Buyer** to comply fully with all customs, tariff or other applicable governmental regulations. **Seller** shall comply with all such regulations, **Seller** shall indemnify **Buyer**, **Buyer's** Affiliates and their respective customers against all losses,



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costs or damages (including any fines or penalties) resulting directly or indirectly from **Seller's** delay in furnishing such certificates or other information to **Buyer** and from any errors or omissions contained therein and from any non-compliance by **Seller** with the aforesaid regulations, For purposes of this **Order**, an "**Affiliate**" of a particular party shall mean **(i)** any entity which has a direct or indirect beneficial equity interest in the party, **(ii)** any entity in which the party has a direct or indirect beneficial equity interest, and **(iii)** any entity in which a direct or indirect beneficial equity interest is held by a third party which also has a direct or indirect beneficial equity interest in the party.

PRICE WARRANTY: **Seller** warrants that the prices for **Goods** and **Services** are and shall remain not less favorable to **Buyer** than the prices currently extended to any other customer of **Seller** for the same or substantially similar goods or services in the same or substantially similar quantities and delivery requirements. If **Seller** reduces the prices of such same or substantially similar goods or services during the term of this **Order**, **Seller** shall reduce the prices of **Buyer's Goods** and **Services** correspondingly, **Seller** warrants that the prices shown on the **Order** shall be complete, and no additional charges of any type shall be added without **Buyer's** express written consent. **Seller** expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices.

WARRANTIES REGARDING GOODS AND SERVICES: **Seller** expressly warrants that all **Goods** and **Services**, including without limitation any special tools, dies, jigs, fixtures, pattern, machinery and equipment, obtained at **Buyer's** expense for the performance of the **Order** and/or which are to be the property of **Buyer**, shall conform to all drawing, specification, samples and other descriptions furnished, specified or adopted by **Buyer**, shall be merchantable, free from any defects in material and workmanship, and free of all liens, claims and encumbrances whatsoever, If **Seller** knows, or has reason to know, the particular purpose for which **Buyer** intends to use the **Goods** or **Services**, **Seller** warrants that such **Goods** or **Services** shall be fit and sufficient for such particular purpose. **Seller's** warranties are available to, and for the benefit of **Buyer**, **Buyer's Affiliates** and their respective successors, assigns and customers and users of products containing **Goods** or **Services**. These warranties shall be in addition to all other warranties available under applicable law, **Seller** shall indemnify and save **Buyer**, **Buyer's Affiliates** and their respective successors and assigns harmless from any breach of these warranties and, for greater certainty, no limitations on **Buyer's** remedies in **Seller's** documents, if any, shall operate to reduce this indemnification. **Seller** shall also indemnify **Buyer** from and against all liability or damages (including any lost profits, recall costs or other consequential damage) imposed upon **Buyer** resulting from acts or omissions of **Seller** in respect of these **Goods** or **Services**.

DEFECTIVE GOODS OR SERVICES: If any **Goods** or **Services**, fail to meet the warranties referenced above, **Seller** upon notice thereof from **Buyer** at any time, shall promptly repair, replace or otherwise satisfactory deal with the same in an acceptable manner to **Buyer**, all at **Seller's** expense and without limiting **Buyer's** other rights or remedies hereunder or otherwise. **Seller's** warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with **Goods** or **Services**, If **Seller** fails to repair, replace or otherwise deal in a satisfactory manner with defective or non-conforming **Goods** or **Services**, **Buyer** may cancel **Order** as to the particular **Goods** or **Services** and/or cancel the then remaining balance of this **Order**. After notice to **Seller**, all such defective or non-conforming **Goods** shall be held at **Seller's** risk, **Buyer** may, and at **Seller's** direction shall, return such **Goods** to **Seller** at **Seller's** risk, and all transportation charges, both to and from the original destination, shall be paid by **Seller**. Any



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payment for such defective or non-conforming **Goods** or **Services**, shall be refunded by **Seller**, except to the extent that **Seller** promptly replaces or corrects the same at **Seller's** expense. **Seller** shall also re-imburse **Buyer** a fixed sum of \$75.00 for each rejection to cover **Buyer's** re-inspection and re-processing costs.

PROPRIETARY RIGHTS: **Seller** shall hold and save **Buyer**, **Buyer's Affiliates** and their respective successors, assigns and customers, and users of products sold by **Buyer** incorporating **Goods** or **Services** provided by **Seller** harmless from all loss and/or liability of any nature or kind, including damages, court costs and legal fees, arising or existing because of the infringement or alleged infringement of any patent, trademark, copyright, industrial design or process of manufacture for or on account of the manufacture, sale or use of any **Goods**, or **Services**, or products incorporating **Goods** or **Services**, except where strict compliance by **Seller** with specifications prescribed by and origination with **Buyer** constitutes the sole basis of the infringement or alleged infringement. **Buyer** shall notify **Seller** in writing, of any suit filed against **Buyer** or **Buyer's Affiliates**, or their respective successors, assigns or customers, or users of products said by **Buyer** incorporating **Goods** or **Services** on accounts of any such infringement or alleged infringement, and at **Seller's** request, shall give **Seller** control of the defense of such suit insofar as **Buyer** has the authority to do so. **Buyer** shall provide reasonable information and assistance in connection therewith, all at **Seller's** expense. **Buyer** and the party against whom suit is brought shall have the right to be represented by their own counsel and actively participate in any such suit, and the reasonable costs of such representation shall be paid by **Seller** on demand.

COMPLIANCE WITH LAWS: **Seller** warrants compliance with all federal, provincial, state and local laws, ordinances, rules and regulation, and all amendments thereto, that are applicable to this **Order** and shall furnish **Buyer** with certificates of such compliance where required thereunder or when requested by **Buyer**. It is also agreed that each invoice rendered to **Buyer** under this **Order** shall constitute written assurance by **Seller** that **Seller** has fully complied with all applicable laws; ordinances, rules and regulations.

TERMINATION UPON NOTICE: **Buyer** may terminate this **Order** in whole or in part at any time by written notice (including notice by facsimile) stating the extent and effective date of such termination. Upon receipt thereof, **Seller** shall, to the extent directed by **Buyer**, (i) stop work under this **Order** and any other orders related to work terminated by such notice; and (ii) protect all property in **Seller's** possession or control in which **Buyer** has or may acquire an interest. **Seller** shall submit to **Buyer** any claims relating to such termination as soon as possible, but in any event within thirty (30) days of the effective date of such termination. **Seller** hereby grants **Buyer** the right to audit and inspect its books, records and other documents relating to its termination claims.

TERMINATION UPON DEFAULT: **Buyer** reserves the right to terminate this **Order** in whole or in part for default occasioned by **Seller's** failure to perform in accordance with the requirements of this **Order**. Such termination shall be without liability to **Buyer** except for completed **Goods** delivered or **Services** performed, and accepted by **Buyer**. **Seller** shall be liable for damages caused by or resulting from its default.

TERMINATION UPON INSOLVENCY OR BANKRUPTCY: Either party may cancel this **Order** without liability in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the other party or if either party makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary course.



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WAIVER: Either party's failure to insist on the performance by the other party of any term or condition hereof or failure to exercise any right or privilege reserved herein, or either party's waiver of any breach of default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, privileges, breaches or defaults, whether of the same or a similar type or not.

GOVERNING LAW: This **Order** shall be interpreted and enforced in accordance with the local, domestic laws of the State of Michigan and of the United States, exclusive of the choice of law rules thereof. For greater certainty, the U.N. Convention on Contracts for the international Sale of Goods shall not apply to this **Order**.