



PURCHASE ORDER TERMS & CONDITIONS

Definitions. The word "Buyer," whenever used in a Purchase Order or these General Terms and Conditions shall mean the entity identified on the face of the issued Purchase Order, namely **GREAT LAKES INDUSTRY, INC.** or its affiliates.

BUYER OFFERS TO PURCHASE THE GOODS AND SERVICES DESCRIBED HEREIN ONLY UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. BUYER RESERVES THE RIGHT TO REVOKE THIS ORDER WITHOUT NOTICE. THIS ORDER SHALL BE DEEMED AGREED TO AND ACCEPTED BY THE SELLER AND BECOME A BINDING CONTRACT ON THE TERMS AND CONDITIONS CONTAINED HEREIN WHEN (A) SIGNED AND RETURNED TO SELLER, OR (B) SELLER ISSUES ITS ORAL OR WRITTEN ACKNOWLEDGMENT, OR (C) SELLER COMMENCES PERFORMANCE, OR (D) SELLER OTHERWISE ACCEPTS THIS ORDER. BY ACCEPTING THIS ORDER, SELLER WAIVES ALL TERMS AND CONDITIONS CONTAINED IN ITS QUOTATION, ACKNOWLEDGMENT, INVOICE, OR OTHER DOCUMENTS WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED HEREIN, AND ALL SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL BE NULL AND VOID. All special terms and conditions or supplemental attachments which are attached to or referenced in this order are made a part of the contract between the Buyer and the Seller as though fully set forth herein; provided that, to the extent of any inconsistency, the terms and conditions of this Order shall govern.

1. Delivery and Performance. Time is of the essence. Seller shall make deliveries in quantities and at time specified by the Buyer. Buyer shall have the right to refuse shipments made in advance of the delivery schedule set forth in this Order. If at any time it appears that Seller will not make such schedule, Seller shall promptly notify the Buyer of the reasons for and estimated duration of the delay. If Buyer agrees to accept deliveries after the date of delivery has passed, Buyer shall have the right to direct the Seller to make shipment to the F.O.B. point set forth in this Order by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make deliveries in accordance with the delivery schedules set forth in this Order. Buyer shall not be liable for payment of goods delivered to Buyer in excess of quantities specified by Buyer. Buyer may from time to time change delivery schedules or direct the temporary suspension of scheduled shipments.

2. Warranty. In addition to the warranties provided by law, Seller expressly warrants that all goods and services supplied under this Order: (a) shall conform to specifications, drawings, samples or other descriptions furnished by Seller or specified by Buyer; (b) shall be merchantable, of good material and workmanship and free from defects; and (c) shall be fit and sufficient for Buyer's purposes. Seller warrants further that the prices charged the Buyer hereunder are no higher than prices charged or placed by others for similar quantities under similar conditions, and if Seller breaches this warranty, the prices of the goods and services supplied hereunder shall be reduced accordingly. Buyer's approval of specifications, drawings, samples and/or other descriptions furnished by Seller shall not relieve Seller of its obligations as described in this paragraph 2 or otherwise under this Order. These warranties shall survive any inspection, acceptance or payment by Buyer, and shall be for the benefit of Buyer, its successors, assigns, customers, and the ultimate users of the goods or services supplied hereunder.



3. Conflict Minerals: Seller warrants that, to its knowledge, no tantalum, tin, tungsten and/or gold ("Conflict Minerals"), contained in any good subject to this order, originated from the Democratic Republic of the Congo or an adjoining country, unless the Conflict Minerals were processed by a facility listed as compliant pursuant to the CFSI Conflict-Free Smelter Program. Seller agrees to abide by the terms and conditions in Purchaser's Conflict Minerals Policy, and to communicate to its sub-suppliers its own commitment to responsible sourcing and legal compliance. Seller agrees to cooperate and work with its sub-suppliers in an attempt to ensure traceability of Conflict Minerals at least to smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years, and to provide such documentation to Purchaser upon request.

4. Counterfeit Goods: Seller shall not furnish Counterfeit Goods to Buyer, defined as goods or separately-identifiable items or components of goods that are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM"). If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Contract, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved goods that conform to the requirements of this purchase order. For confirmed Counterfeit Goods, Seller shall implement GIDEP (Government and Industry Data Exchange Program) notification no later than sixty (60) days after discovery. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced.


5. Title and Risk of Loss. Title to all goods supplied hereunder shall remain in Seller until delivery and acceptance by Buyer at the F.O.B. point or destination. The risk of loss or damage to the goods shall be upon Seller until they are accepted by the Buyer.

6. Invoicing and Payment. Individual invoices showing the number of this Order, part numbers and code numbers and Seller's packing list number shall be issued for each shipment, but shall not be issued before the date of shipment. No invoices shall be payable unless goods or services have been received by Buyer. No interest, finance or services charges shall be payable on the goods/services supplied hereunder. Buyer shall be entitled to a full cash discount on invoices bearing discount terms. Rejections, delay in delivery or delivery in advance of delivery date shall be considered just cause for Buyer withholding payment without loss of cash discount privilege.

7. Taxes. The price of the goods or services supplied hereunder includes all federal, state and local sales, use and similar taxes. The amounts of any such taxes shall be shown separately on Seller's invoice.

8. Setoff. 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 Order or any other transaction with the Seller.

9. Termination. This Order shall automatically terminate where (a) Seller refuses or fails to comply with any of the provisions hereof which refusal or failure has not been cured within a period of ten (10) days after receipt of written notice of the same from Buyer; (b) Seller becomes insolvent, or makes a general assignment for the benefit of its creditors or files or has filed against it a petition in bankruptcy or for

	Purchase Order Terms and Conditions	Document ID: F7.4.2	Rev #: 3 5/24/2023	Page 3 of 7
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reorganization, or pursues any other remedy under any other law relating to the relief of debtors, or in the event a receiver is appointed for Seller's property or business. This Order may be terminated by Buyer at any time at its option in whole or in part for its convenience without penalty to Buyer, by giving written notice to the Seller. After receipt of such notice, unless otherwise directed by the Buyer, Seller, (a) shall immediately terminate all work under this Order; (b) shall transfer title and deliver to Buyer all (i) completed goods, (ii) goods in process, and (iii) materials produced or acquired in connection with such goods, which goods and/or materials conform to the requirements of this Order, do not exceed the quantity authorized by Buyer, and cannot otherwise reasonably be used by Seller; and (c) shall take all action necessary to protect goods and materials in Seller's possession in which Buyer has or may require an interest. Buyer shall determine the amount, if any, due Seller with respect to such termination of this Order and such determination shall be final.

10. Inspection. Seller shall permit inspectors of the Buyer or Buyer's customers (including regulatory authorities) to have access to the Seller's plant at all reasonable times for the purpose of inspecting any goods supplied hereunder or work in process for production of such goods, and to conduct preliminary tests on work in process. All goods shall be received subject to Buyer's inspection and rejection at Buyer's plant or other places designated by Buyer notwithstanding prior inspections. Title shall not be deemed transferred on any defective goods or goods otherwise not conforming or fulfilling Seller's warranty (express or implied) with respect to this Order (collectively "Defective Goods"), and hence no payment, including freight, shall be due with respect to the same. Defective Goods shall be held for Seller's inspection and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense, and in addition to Buyer's other rights, Buyer may charge Seller all expenses on unpacking, examining, repacking and reshipping Defective Goods. No Defective Goods shall be replaced without a new purchase order. Any payment by Buyer shall not be construed as an acceptance of Defective Goods. Nothing contained herein shall relieve Seller from its obligations of testing, inspection and quality control.

11. Nonconforming Product and Materials: If at any time supplier becomes aware that any product or material is nonconforming, the supplier will immediately notify Buyer by telephone and promptly confirm in writing. All nonconforming products and materials must be documented and investigated. Supplier's investigation shall include root cause analysis, impact/assessment of scope and identification and timely implementation of effective corrective actions. All investigations will be documented and records maintained. Supplier shall obtain Buyer's prior written approval with respect to the disposition of any nonconforming products or materials.

12. Process, Product or Location Changes: Changes in your manufacturing process, product or site of manufacture, and/or supplier change that could impact product quality or delivery requirements shall require notification of Buyer.

13. Sub-Tier Suppliers; Flow-Down Requirements: Suppliers may not outsource or subcontract any product, component, service or other work for or on behalf of Buyer to any sub-tier supplier without the prior written approval of Buyer. Supplier acknowledges and agrees that Buyer's customers may require the use of pre-approved sources. If Buyer approves the use of any sub-tier supplier, the supplier must flow down to such sub-tier supplier any applicable customer, regulatory and/or AS9100 requirements, including but not limited to, requirements in any purchase order or other purchase document issued by Buyer. All service work performed by a sub-tier supplier must strictly comply with all customer

	Purchase Order Terms and Conditions	Document ID: F7.4.2	Rev #: 3 5/24/2023	Page 4 of 7
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specifications. Right of access: Our customers and regulatory authorities shall have right of access to the applicable areas of all facilities and our orders and to all applicable records.


14. Changes. Buyer shall have the right at all times to make changes to drawings or specifications regarding the goods and services supplied hereunder. Any difference in price or time resulting from such changes shall be equitably adjusted and this Order shall be modified in writing accordingly so long as a claim for adjustment has been made in writing by the Seller to the Buyer within thirty (30) days of the date of receipt by Seller of such change. In the absence of such notice, the Buyer shall not be obligated to consider Seller's claim for an equitable adjustment resulting from such change. Buyer shall have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim. Nothing in this paragraph 14 shall excuse Seller from proceeding with this Order as changed, including but not limited to failure of Buyer and Seller to agree upon any adjustment to be made under this paragraph 14.

15. Buyer's Materials. Any materials, including but not limited to tools, molds, dies, gauges, jigs, fixtures and patterns, furnished by Buyer in connection with this Order shall be held by Seller as bailee for hire for use only in filling Buyer's orders, be kept separate and clearly identified by Seller as Buyer's property, and shall be fully insured by Seller in an amount equal to the replacement cost thereof with loss to be paid to the Buyer. Notice of loss or damage shall be provided by Seller to the Buyer within seven (7) calendar days of the occurrence of the loss or damage. All such materials furnished by Buyer which are not consumed in the performance of this Order shall be returned to Buyer at Buyer's direction. Seller waives and releases Buyer from, and Seller shall defend, indemnify and hold harmless Buyer from and against all claims of injury or damage to Seller, its employees and/or others, arising out of or in connection with the presence or use of such materials, whether such injury or damage is caused by defects in such materials, Buyer's negligence or that of its agents or employees, or otherwise.

16. Tooling. Unless otherwise stated herein, for specific fixtures and tooling that Buyer has purchased from Seller, Seller at its own expense shall furnish, keep in good condition, insure and replace as needed all tooling and other materials necessary for the performance of this Order. If Seller supplies special tooling or other materials related principally to this Order, Buyer at any time may purchase and take possession of any such tooling or other materials by paying Seller the unamortized cost thereof.

17. Drawings, Confidential Information and Inventions. All drawings, prints, samples, tests and reports, if and as required, shall be supplied by Seller without charge. Buyer shall have the right to use for any purpose unpatented information supplied by Seller if such information is supplied without written restriction regarding the use or disclosure of the same. Seller shall not use or disclose any drawings, prints, samples, tests or reports or other confidential information supplied by Buyer, whether or not designated as such, except as reasonably required to fulfill this Order.

18. Indemnification. Except where goods are to be provided from specifications, designs, or processes furnished by the Buyer, Seller shall defend, indemnify and hold harmless Buyer from any loss or damage sustained by, and from and against all claims asserted against Buyer arising from any alleged infringement of any trademark, patent, copyright or other proprietary right, by reason of the sale or use


	Purchase Order Terms and Conditions	Document ID: F7.4.2	Rev #: 3 5/24/2023	Page 5 of 7
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of goods and/or services supplied hereunder and if any of these goods or services or any part thereof is held to constitute infringement and its use is enjoined, Seller shall at its own expense either procure for Buyer the right to continue to use such goods or services or part thereof or replace them with non-infringing goods or services. Seller shall defend, indemnify and hold harmless Buyer from and against any claims asserted against it for injuries or damage to property arising in whole or in part from any act or omission of Seller, its agents, servants, employees, representatives or subcontractors with respect to the goods or services supplied hereunder, including those claims arising in whole or in part out of the negligence of Buyer. Seller waives and releases Buyer from all rights of contribution or indemnity to which it may otherwise be entitled. As used in this paragraph 18, the term "Buyer" shall mean Buyer, its officers, directors, agents, employees, subcontractors, parent, subsidiaries, divisions and affiliates, successors, assigns, customers and the ultimate users of the goods and services supplied hereunder.

19. Compliance with Laws. In performance of its obligations under this Order, Seller shall comply with all applicable executive orders, federal, state, municipal and local laws, rules, orders, requirements and regulations, including but not limited to the Fair Labor Standards Act of 1938, as amended, and the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, together with all standards and regulations issued or adopted pursuant thereto. Seller's acceptance of this Order and supplying of goods and services hereunder shall constitute certification by Seller of such compliance. Any permits or licenses which may be required for performance by the Seller hereunder shall be obtained by Seller at its cost and expense. Seller shall furnish Buyer with certificates and other evidence of compliance upon Buyer's request. Seller shall upon delivery of goods supplied hereunder provide Buyer with safety data sheets (SDS) or any essentially similar form approved by the Buyer setting forth the type and quantity of all hazardous substances, as defined in appropriate federal, state and local laws and regulations, contained in such goods. If the goods contain no such hazardous substances, the form shall so state. In addition, any such hazardous substances shall be labeled by generic or basic chemical name only, and Seller shall provide Buyer with safe handling procedures for such substances including disposal procedures on the SDS or other form provided.

20. Equal Opportunity Clause. Seller shall not maintain segregated facilities or discriminate against any employees because of age, race, color, religion, sex or national origin or any other ground prohibited by law. Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, religion, sex or national origin. Seller shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause. The Seller shall comply with all provisions of Executive Order 11246, as amended, The Vietnam Veterans Readjustment Act, The Rehabilitation Act of 1973, the Equal Pay Act of 1963, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, and all other Equal Employment Opportunity Laws and Executive Orders, and the rules, regulations, and relevant orders of the United States Secretary of Labor, which are incorporated herein by reference. Seller shall incorporate this Equal Opportunity Clause in every non-exempt contract between Seller and Buyer, and Seller shall obtain identical certifications from subcontractors prior to award of any non-exempt subcontracts.

21. Insurance. Seller shall carry the following general liability coverage in the minimum amount of \$1,000,000 per occurrence. Additional coverage (including product liability coverage) may be required depending on the requirements of the purchase order from Buyer. Seller will furnish to buyer proof of coverage at Buyers request.

	Purchase Order Terms and Conditions	Document ID: F7.4.2	Rev #: 3 5/24/2023	Page 6 of 7
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22. Force Majeure. Neither party shall be liable to the other for damages arising from delay in delivery or any other nonperformance under this contract arising out of causes beyond its control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

23. Government Contracts. In the event that this Order is placed against a United States government contract or purchase order, the clauses set forth in the Federal Acquisition Regulation (FAR) or similar federal procurement regulations which are included in Buyer's contract or purchase order are hereby incorporated by reference and made a part of this Order; provided, however, that appropriate revisions of these clauses shall be deemed to have been made so that, for example, references to "contracting officer" or "government" shall apply to the Buyer, and references to the "contractor" shall apply to the Seller as appropriate to the intent of each clause used in the government contract.


24. Limitation on Buyer's Liability; Statute of Limitations. IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES IN THE NATURE OF PENALTIES; BUYER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS CONTRACT OR THE PERFORMANCE OR BREACH HEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE, TO THE GOODS OR SERVICES OR PART THEREOF THAT GIVES RISE TO THE CLAIM. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF BUYER AS TO THE GOODS OR SERVICES SUPPLIED HEREUNDER SHALL BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

25. Notice of Labor Disputes. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller shall insert the substance of this paragraph in any contract with any subcontractors affecting the goods or services supplied hereunder except that each such subcontractor shall provide that in the event its timely performance is delayed by any actual or potential labor dispute, the subcontractors shall immediately notify Seller of all relevant information with respect to such dispute.

26. Quality Control & Records Retention. Supplier is required to retain records for a minimum of 10 years or as required by buyer. These records shall include, but are not limited to, inspection reports, all records, data and other information necessary to insure compliance with buyer's purchase order requirements. Buyer reserves the right to review the quality system and/or process inspection/testing that could affect product compliance of buyer's parts at supplier's facility. Prior notice will be given and any and all information would be kept confidential. All drawings and communication are to be considered proprietary information and not to be shared outside of the necessary personnel within the supplier's company.

27. Notices. Notices supplied hereunder shall be deemed to have been duly given if delivered or mailed first class, registered mail, postage prepaid or via any overnight courier, to the addresses set forth on the face of this document or to such other address as is reasonably appropriate.

28. Miscellaneous. This contract constitutes the entire agreement between the parties relating to the goods and services supplied hereunder. No modification of this contract shall be binding upon Buyer

	Purchase Order Terms and Conditions	Document ID: F7.4.2	Rev #: 3 5/24/2023	Page 7 of 7
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unless made in a writing signed by Buyer's duly authorized representative. Seller shall not, in whole or in part, assign, subcontract or delegate its rights and obligations under this contract without the prior written consent of Buyer; any reference to subcontractors elsewhere in this Agreement does not constitute a waiver of Seller's obligations to obtain the prior written consent of the Buyer as aforesaid. No waiver by Buyer of a default shall be deemed a waiver of any subsequent default. Captions used herein shall have no substantive significance. The terms of this contract shall be governed by and construed in accordance with the laws of the State of Michigan. Any litigation under this Order if commenced by Seller shall be brought in a court in Jackson County in the State of Michigan, and Seller shall accept venue in such court. However, if the issue in dispute is not covered by Michigan law, or if there is a conflict between Michigan law and the federal law, the Michigan court shall apply the federal law.

29. Awareness. The supplier shall flow down and ensure that their personnel are aware of their contribution to product/service conformity, product safety and the importance of ethical behavior.

30. Shipping. All goods supplied hereunder shall be suitably packed, marked and shipped in accordance with Buyer's instructions, or absent such instructions, in accordance with the requirements of common carriers in a manner to secure lowest transportation costs, and no additional charge shall be made to the Buyer unless otherwise provided on the face of this document. Packing slips shall accompany each shipment. Original bill of lading or other shipping receipt for each shipment shall be promptly forwarded to Seller in accordance with Buyer's instructions. Seller shall describe goods on bill of lading or other shipping receipt and route shipments in accordance with Buyer's instructions.