

## Clips & Clamps Industries

### This order is subject to the following TERMS and CONDITIONS:

- 1) **FORMATION.** This purchase order ("Order") expressly limits acceptance to its terms. Clips & Clamps Industries ("CCI") hereby objects to any additional or different terms in any response to this offer.  
The material or services covered by this order are hereinafter called the "material".  
If applicable, this addendum shall be considered a part of the terms and conditions of the Order Seller shall refer to said addendum for additional terms and conditions. The terms and conditions as set forth in the addendum shall not in any way waive or change the Seller's obligations as set forth in any other part of these terms and conditions Refer to [www.clipsclamps.com](http://www.clipsclamps.com) website to review addendum to CCI Purchase Order Terms and Conditions.  
The terms and conditions of this Purchase Order set forth the entire agreement between the parties hereto and supersede all communications, representations, or agreement, whether oral or written, between the parties hereto with respect to the subject matter hereof. And no agreement or understanding varying or extending the terms or conditions of this Purchase Order will be binding unless in writing and signed by Buyer's authorized representative. No condition stated by the Seller in accepting this order shall be binding upon Purchaser, unless expressly accepted in writing signed by Buyer's authorized representative.
- 2) **TERM.** The Program ("Program") covered by the order has an estimated life (the "Life of the Program"). Unless a specific term is otherwise set forth on the order, the term of the order is for the life of the program. Seller acknowledges and agrees that the life of the program is an estimate only, that the life of the program may be terminated or extended at any time by buyer or buyer's customer(s) (whether direct or indirect), and that any termination or extension of the life of the program shall serve to modify the term of the order, related to that program, to end the order on the expiration of the life of the program.
- 3) **BLANKET PURCHASE ORDERS.** If no quantity is specifically stated in the order, or if the order contains the term "blanket," "blanket purchase order," "Blanket Order," "Open Order" or similar language, then this order is a requirements contract under which seller is obligated to supply buyer's requirements of the goods or services specified in the order. Buyer is required to purchase no more than those quantities identified in the releases that are transmitted to seller during the term of the contract. Buyer may purchase any or all of the goods or services from others.
- 4) **INVOICES AND PAYMENT.** All payment terms stated on this order shall apply. Seller shall send an invoice. Payment Terms are Net 60, unless expressly accepted in writing signed by Buyer's authorized representative. CCI may withhold or set off from any payment any amount as to which a dispute exists under this Order or against any amount due CCI under this Order or arising out of any other transaction with Seller.
- 5) **PACKING AND SHIPMENT.** Seller shall pack, mark and ship all goods in accordance with the requirements of this purchase order, good commercial practices, and in a manner, which will permit the securing of the best transportation rates. Purchase Order number must appear on all correspondence invoices, shipping memorandum, shipping receipts and packages. Part numbers, when applicable, must appear on all invoices, shipping receipts, and packages. Where a Certificate of Conformance for product or raw material testing results are required this documentation must also accompany the shipment or sent to Buyer ahead of time for review/approval. The Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing slips.  
Seller must assume the following risks.
  - i) All risks of loss or damage to all material until the delivery thereof.
  - ii) All risks of loss or damage to third persons and their property until the delivery of the material.
  - iii) All risks of loss or damage to any of the material or part thereof rejected by Buyer, from the time of shipment thereof to Seller until the redelivery thereof to Buyer.
- 6) **QUANTITY AND DELIVERY.** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Buyer. If the Order is identified as a "Blanket" Order or if no delivery schedule is provided, deliveries are to be made only in quantities and at times specified in releases or other instructions from Buyer. Buyer will have no liability for payment of Products delivered to Buyer which are in excess of quantities specified in the Order or in releases and Buyer may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments.
- 7) **CHANGES.** Buyer may, at any time, in writing, make changes to the general scope of this Order. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Order, an equitable adjustment will be made to the price or delivery schedule, or both, and this Order will be modified in writing accordingly. Seller will not be required to perform under the Order, as so changed, unless and until the parties, acting in good faith, have mutually agreed upon such an equitable adjustment.
- 8) **INSPECTIONS.** All Products will, before delivery, be subject to inspection, tests, and audits by Buyer or its agent at reasonable times and places. Seller agrees to provide access for Buyer to its facilities at all reasonable times and upon reasonable advance notice for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary

to perform the same. Neither the inspection, testing, or auditing of any Products, nor the failure to do so, before delivery to Buyer will constitute acceptance of any Products or relieve Seller from exclusive responsibility for furnishing Products in strict conformance with the Buyer's specifications. Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Products and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Products. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Buyer, at the time of, or promptly after, delivery. Seller agrees to notify Buyer of any changes to Seller's raw materials, manufacturing processes, analytical processes and quality control/assurance program that affect the quality of provided Products, including changes to certificates, affidavits and other such records relating to the Products.

**9) WARRANTIES OF SELLER.**

- i) Seller warrants to Buyer that the material sold pursuant to this Purchase Order will meet the description and the specifications noted on this Purchase Order.
- ii) Seller will comply with ISO 9001:2015 quality requirements and all other quality standards and procedures specified by CCI or generally applicable in the industry, including those resulting from requirements of CCI's customers and shall work towards obtaining IATF 16949:2016 certification or compliance, if certification is not allowed by the scope of IATF 16949:2016. Seller shall adhere to all requirements in CCI's Supplier Quality Manual.
- iii) Seller warrants to CCI, CCI's customers, and end users that the Goods will be new, and that Seller has good title to them and will deliver them to CCI free and clear of all liens and encumbrances. Seller further warrants that the Goods will be:  
(i) free from defects in material and workmanship and design; (ii) merchantable; (iii) in conformity with all specifications, drawings and/or samples furnished by CCI (or furnished by Seller and accepted by CCI); (iv) fit and sufficient for their intended uses; (v) meet all applicable industry standards; and, (vi) if applicable, in conformity with the Federal Motor Vehicle Safety Standards issued pursuant to the National Traffic and Motor Vehicle Safety Act of 1966, as amended.
- iv) The Purchase Order shall be governed and construed according to the laws of the State in which is located the facility of the Buyer to which the goods or services covered by this Order are to be delivered or provided.

**10) INDEMNIFICATION.** Seller agrees to reimburse Buyer for any out-of-pocket costs Incurred by Buyer as a result of the Seller's failure to fulfill the quality or delivery requirements of the Order. Seller shall protect and indemnify the Buyer from and against all claims, damages, judgments, expenses and loss arising from the manufacture, sale, or use of inventions embodied in the material. Seller shall indemnify Buyer and hold Buyer harmless from and against all claims, liability, damages, legal fees and cost expenses, losses, and judgments arising from any actual or alleged unfair competition or infringement of any patent, trade secret, trademark, copyright, or trade name with respect to material or the use, remanufacture, or resale of material. To the fullest extent permitted by law Seller shall protect, defend, and indemnify Buyer and hold Buyer harmless from and against any and all claims, demands or causes of act on of every kind or character whatsoever, whether by reason of breach of warranty, express or implied, negligence, strict liability or otherwise arising, or alleged to have risen out of the sale by Seller of goods purchased pursuant to this order and further. Seller shall save Buyer harmless from any damages or cost including but not limited to attorney fees and Court costs incurred by Buyer as a result of any such claims, demands or causes of action. Seller's obligations herein shall not be or be deemed to have been waived or terminated by Buyer's inspection or failure to inspect such goods.

**11) INSURANCE.** During the term of the Order, at its own expense, Seller will maintain insurance coverage for workers' compensation, public liability (including contractual liability and products liability) and automobile liability in amounts and with insurers satisfactory to CCI. On request, Seller will furnish CCI with certificates of insurance that evidence this coverage, name CCI as an additional insured, and prohibit the cancellation or reduction of coverage without 15 days' prior written notice to CCI. Compliance with this Section 13 will not relieve Seller of its defense and indemnification obligations under Section 12.

**12) TERMINATION.** Buyer reserves the right to terminate, its obligations under this order or any part thereof at any time in the event that the Seller fails to comply with the Order terms and conditions or any part thereof. Seller will deliver to Buyer any of the material which Buyer shall make written request of at or after termination and Buyer will pay Seller fair value of any such material so requested and delivered.

**13) NOTIFICATIONS.** Seller agrees to immediately notify Buyer of any actual or possible safety problems with the Products delivered hereunder. Seller also agrees to give Buyer reasonable advance notice of potential material shortages, insolvency or other matters that might delay or interfere with its performance of this Order.

**14) SUPPLIER QUALITY, DEVELOPMENT, AND INSPECTION.** Seller agrees to participate in CCI's supplier quality and development program(s). Seller at its own expense will maintain material certifications on all products supplied to CCI. At a minimum, these certifications will be suitable for PPAP submission to CCI's customers per the current revision of the AIAG PPAP manual and be performed by an A2LA facility. Upon request, Seller will provide these certifications to CCI. Such certifications will be no more than one year old. In addition, CCI shall have the right to enter Seller's facility at times and places designated by CCI to inspect the

facility, tooling, services, materials and any property of CCI covered by this Order. Upon CCI's request, Seller will provide all relevant quality records to CCI.

- 15) **NON-CONFORMING GOODS.** Seller acknowledges that CCI is not obligated to perform incoming inspection of the Goods and waives any right to require CCI to conduct such inspections. To the extent, CCI rejects Goods as nonconforming, even if the nonconformity does not become apparent until the manufacturing, assembly or processing stage either at CCI or its customers' facility, CCI may revoke acceptance, reject or require correction and return the Goods to the Seller (at Seller's expense and risk of loss) that do not conform to applicable requirements. This Order is issued for the part specifically identified in the Order and any substitution of material, without prior CCI approval, will be considered a breach of this Order. If CCI finds any Goods to be defective or not in conformity with its specifications, without limiting its remedies, after notice to Seller, CCI may (i) return nonconforming Goods to Seller (at Seller's expense and risk of loss) for a refund of the purchase price, (ii) request Seller to replace, rework or correct any nonconforming Goods, (iii) replace, rework, correct or sort any nonconforming Goods itself or through the third party and charge Seller for all the resulting cost, (iv) cancel the Order, (v) subject Seller's account to a debit for the damages suffered by CCI, and/or (vi) remove the Seller from an approved supplier to CCI. Payment for nonconforming goods will not constitute an acceptance of them, will not limit or impair CCI's right to assert any legal or equitable remedy, and will not relieve Seller's responsibility for latent defects.
- 16) **CONFIDENTIAL INFORMATION.** At all times, Seller will (i) maintain the confidentiality of any information disclosed by Buyer or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Order; and (iii) not use Confidential Information except for performance of the Order. Seller will immediately notify Buyer of any disclosure of any Confidential Information that is not permitted by this Order and will be responsible for the disclosure or other misuse of Confidential Information. Buyer makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Buyer may, at its sole discretion, elect at any time, by written notice to Seller, terminate Seller's further use of Confidential Information and Seller shall immediately return to Buyer all Confidential Information and copies thereof and erase any digitally held Confidential Information. Termination by Buyer will not affect Seller's continuing obligations in this Section.
- 17) **FORCE MAJEURE.** Any delay or failure of Seller to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond Seller's reasonable control, including, but not limited to, acts of God; governmental actions; embargoes; fires; explosions; natural disasters; epidemics; riots; wars; sabotage; terrorist acts, utility interruptions, failures or delays by Seller's vendors, or court injunction or order.
- 18) **LIMITATION OF LIABILITY.** IN NO EVENT WILL CCI BE LIABLE TO SELLER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH LIABILITY CLAIM IS MADE. In no event will CCI's liability to Seller exceed the amount due under the Order for conforming Goods.
- 19) **NAFTA, CERTIFICATION OF ORIGIN, AND DUTY DRAWBACK.** With respect to all goods delivered from any point within the NAFTA territory, Seller shall provide, with its invoice, a North American Free Trade Agreement Certificate of Origin on U.S. Customs Form 434 or the corresponding Canadian or Mexican form. Seller further agrees to update such form as may be necessary as an Order is amended. Seller agrees to transfer to Buyer all customs duty and import drawback rights, if any, related to the goods and which Seller can transfer to Buyer. Seller agrees to inform Buyer promptly of any such rights and to supply all documents which Buyer may request, or which may be required to enable Buyer to obtain such customs duty and import drawback rights.
- 20) **COMPLIANCE WITH INTERNATIONAL TRADE LAWS AND REGULATIONS.** It is the policy of CCI that its business shall be conducted in accordance with all applicable laws of the United States and foreign jurisdictions, and in a manner, which will always reflect a high standard of ethics. It is the policy of CCI that its divisions, foreign subsidiaries, and affiliates and distributors must comply with U.S. Government export control laws and regulations and to only contract with sale representatives, distributors or other intermediaries who are fully committed to complying with and assisting CCI to comply with such laws and regulations. No transactions, including re-exporting, traffic, and related functions are to be conducted by or on behalf of CCI or its distributors contrary to the U.S. Export Administration Regulations (EAR) of the Department of Commerce and the International Traffic in Arms (ITAR) of the Department of State.
- The parties also agree to comply with all applicable international conventions relating to fair trade practices to which the Supplier's country and/or the United States are signatories, such as prohibitions against bribery, participation in secondary and tertiary boycotts, and comparable conventions, as implemented in national law and regulation. Examples under U.S. law and regulation include the Foreign Corrupt Practices Act and the Anti-Boycott Regulations.
- 21) **CONFLICT MINERALS.** Seller agrees that no conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and supplied by Seller hereunder originated in the Democratic Republic of the Congo or any adjoining country.

- 22) **ENVIRONMENT, HEALTH, SAFETY AND SECURITY.** If Seller, either as principal or by agent or employee, enters upon the property of Buyer, Seller agrees to comply with Buyer's rules and regulations, including its environmental, health, safety and security rules and regulations.
- 23) **HAZARDOUS AND DANGEROUS GOODS AND MATERIALS.** Seller warrants: (1) that any chemical substance or mixture delivered to Buyer pursuant to this Order is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (2) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Buyer with an adequate supply of such warning labels, instructions, and notices for use in Buyer's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Buyer's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (4) that Seller will ascertain and furnish all information about Products required by Buyer to comply with all safety-related laws and regulations (including, without limitation, those relating to applicable right-to-know laws and occupational safety and health acts), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Buyer upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Buyer's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Buyer pursuant to this Order. Unless approved in writing by Buyer's location manager prior to shipment, Seller will not deliver any Products containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Product, whichever is less.

**24) GENERAL**

- i) Seller is an independent contractor and not CCI's employee, agent, partner or joint venture. Seller does not have the authority to act as legal representative of CCI or bind CCI in any respect. Seller may not subcontract all or a substantial portion of the manufacture of the Goods without the prior written consent of CCI.
- ii) Seller may not transfer, assign, subcontract or delegate its rights and obligations under this Order without CCI's prior written consent, and any attempted transfer, assignment or delegation will be void and of no force or effect. This Order will bind and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and permitted assigns.
- iii) CCI's remedies herein are cumulative and in addition to any other or further remedies available to it at law or equity.
- iv) Any failure by CCI to enforce any of the provisions of this Order will not be construed as a waiver of such provisions or the right of CCI thereafter to enforce each and every such provision.
- v) All notices pursuant to this Order shall be in writing and may be sent by e-mail, fax, certified mail, or overnight mail to the last known address of the other party.
- vi) In the event any provision of this Order is found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision to the extent permitted by law and, to the extent such provision is not enforceable, shall enforce the remainder of this Order as if such provision were not included.
- vii) The sale of goods and services in accordance with this document shall be governed in all respects by the laws of the State of Michigan. Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in Wayne County, Michigan. Buyer submits to personal jurisdiction in Michigan.
- viii) The terms of this Order constitute the final, complete, exclusive and fully integrated terms of the agreement and supersedes all previous communications and representations between the parties with respect to the subject matter hereof. This Order may be modified by Seller only by a written amendment executed by a duly authorized officer or representative of CCI.
- ix) In accordance with Executive Order 11246, the Seller agrees not to discriminate against any employee or applicant for employment because of race. color. religion. sex or national origin. The Seller will take affirmative action to ensure that the Equal Employment Opportunity is implemented in employment, upgrading. demotion or transfer recruitment or recruitment advertising. layoff or termination. rates of pay or other forms of compensation. and selection for training. including apprenticeship.