



## **PURCHASE ORDER TERMS AND CONDITIONS--All affiliated companies and divisions**

**CONTRACT:** This current Purchase Order supersedes and cancels all prior agreements or communications between the Parties, except as: (1) specifically provided herein, (2) shown on the face of this Purchase Order, and/or (3) as specifically provided in any Master Supply Agreement between the Parties, pursuant to which this Purchase Order may have been issued. Unless otherwise specified, this Purchase Order may be placed by Buyer on behalf of Pioneer Metal Finishing, LLC or any of its affiliates ("Buyer"). No conditions of acceptance by Supplier or modifications to the terms of this Purchase Order - whether made verbally or in writing - shall be binding upon Buyer unless an authorized representative of Buyer agrees to the same in a signed, written document. The preferred method of communication is email unless otherwise requested.

**WARRANTY:** Buyer's Purchase Order is specifically conditioned upon the existence of Supplier's implied warranty of merchantability, express warranties of description and any implied warranties of fitness for a particular purpose arising in the transaction. Supplier warrants that the goods covered by this Purchase Order are free from defects in material and workmanship, as well as design (if designed by Supplier), and are fit and sufficient for the purpose intended by Buyer and its customers. Such warranties in favor of Buyer and its customers, together with full remedies available under the Uniform Commercial Code are a condition of this Purchase Order. All descriptions, if not otherwise provided, shall refer to industry standards or past practice and dealing between the Parties, if more restrictive. If applicable, Supplier agrees to provide the purchased goods in compliance with all relevant industrial and/or governmental standards and to hold harmless and indemnify Buyer for all losses, including damage to property or injury to persons, caused by any breach of the terms of this Purchase Order that are incurred by Buyer's customers or any third party associated with Buyer's customers.

**SPECIFICATION OF GOODS:** Where Buyer specifies an association number as a part of the description of goods, all specifications associated with such goods - such as tolerance, strength of material, mechanical and physical, quality control and measurements - are to be deemed incorporated in this Purchase Order.

**SHIPMENT OF GOODS:** Supplier agrees to ship merchandise using Buyer's specified carriers. Buyer's Purchase Order and part number(s) and respective quantity per Pioneer's UOM must appear on all invoices, correspondence, packing slips and labels. (No charge by Supplier for packaging or prepaid and add freight will be accepted).

**ORDER AND PAYMENT TERMS:** Supplier shall acknowledge, within 24 hours, receipt and acceptance of Buyer's Purchase Order, by email unless otherwise requested, and in doing so shall confirm terms as to quantity, description of goods, quoted prices and firm shipping and/or delivery dates. If confirmed prices are higher than shown herein or than as last quoted to Buyer if purchased within the last 365 days, notify Buyer at once before processing the Purchase Order. Any price increase above pricing previously agreed to by the Parties requires ninety (90) days' notice and written acceptance by Buyer to become effective. Changes in payment terms from those previously agreed to by the Parties shall also be subject to written acceptance by Buyer to become effective.. Payment shall be made by Buyer per effective payment terms listed on the Purchase Order; in no event, however, shall Buyer be required to remit payment to Supplier prior to receipt of goods or invoice from Supplier and/or if Supplier has provided payment terms that have not been accepted by Buyer. Discount terms may be accepted. C.O.D. terms will not be accepted unless noted on the body of the Purchase Order and accepted by Buyer. All invoices must be emailed to [accountspayable@pioneermetal.com](mailto:accountspayable@pioneermetal.com). Pioneer Metal Finishing does NOT accept any late fee charges, any freight or miscellaneous charges.

**INSPECTION AND REJECTION:** In case of any defect or noncompliance with any provision of this Purchase Order, Buyer shall have the right to reject, at any time, any goods or services covered by this Purchase Order. Payment for any goods shall not be deemed an acceptance thereof. The receipt, transfer or unloading of shipments of goods by the En Trans International and affiliated companies and divisions receiving department, or by a third-party logistics carrier contracted by "Buyer", acknowledges quantity only, and specifically does not constitute an acceptance or acknowledgment with regard to compliance of materials and/or services. Supplier shall bear all risks as to rejected goods/services, except for loss, destruction or damage to the goods or service caused by Buyer's gross negligence or by Buyer's logistics carrier. Rejected goods shall be returned at Supplier's expense. Alternatively, solely at the option of Buyer, Buyer may request Supplier to promptly replace the rejected and/or defective goods with new goods or service, at the sole expense of Supplier, and/or Buyer may replace such goods with new goods, the cost of which shall be borne exclusively by Supplier. ***Buyer may charge Supplier for all costs and damages that relate to shipping, handling, inspecting, and replacing rejected and/or defective goods, including costs related to delays in production at the MIN cost of \$65/hour. (May be more if blatant promised miss date causes line or site to shut down—Attain an amicable negotiated cost between parties).***

**TIME OF ESSENCE:** Buyer uses the "just in time" inventory system. As such, all terms relating to the time and manner of shipment and delivery are of the essence and must be strictly compliant with by the Supplier. Costs associated with delivery delays per Purchase Order's acknowledged promised delivery date (excluding weather/Act Of God) or delivery of non-conforming goods, which impact Buyer's production, shall be charged back to Supplier.

**USE OF BUYER'S NAME:** Seller agrees not to use the name of the Buyer or disclose the existence of the order in any advertising, promotion or other written or oral disclosure without the prior written consent of the Buyer.

**CONFIDENTIALITY:** Confidential information means any and all information and documents whether marked or unmarked as "Confidential", and without limitation, that Pioneer Metal Finishing treats and regards as confidential and/or proprietary, and that is disclosed orally, is reduced to writing and delivered to the recipient/Supplier.

**INSURANCE:** All Suppliers providing on-site service activities, must provide Pioneer Metal Finishing (PMF) a Certificate of Insurance (COI) of not less than \$1,000,000 per occurrence. PMF shall be named as an additional Insured for liability. The COI shall be sent to Pioneer Metal Finishing/Risk Management 480 Pilgrim Way 4<sup>th</sup> Floor, Green Bay WI 54304.

**EQUAL OPPORTUNITY, AFFIRMATIVE ACTION AND EXPORT CONTROL:** Supplier warrants and certifies that, unless exempt, it will comply with all laws, rules, regulations and orders of the United States, and/or of any state or political subdivision thereof, and in particular those pertaining to equal opportunity in employment, Executive Order Nos. 11246, 11701 and 11758, and any amendments thereof. **Supplier further warrants it shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** Furthermore, to the extent applicable to Supplier, Supplier certifies that it is the policy of Supplier to comply fully with all applicable export control laws and regulations of the United States, including, but not limited to, the Arms Export Control Act, 22 U.S.C. §§ 2778-2994; the International Traffic in Arms Regulations, 22 C.F.R. parts 120-130; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706; the Export Administration Regulations, 15 C.F.R. parts 730- 774; and Office of Foreign Assets Control regulations. Upon request from Buyer, Supplier shall supply Buyer with ECCN numbers, Certificate of Origin certifications, and other information regarding Supplier's goods that may be necessary for the export of Buyer's finished products outside of the United States.

**OSHA:** Supplier agrees to comply with the provisions of the Occupational Safety and Health Act of 1970, and any amendments thereto, and the standards and regulations issued thereunder of any other federal, state or local law or regulation of the same or similar nature and certifies that all items furnished under this order will conform to and comply with such Revised February 2017 laws, standards and regulations. Supplier agrees to hold harmless and indemnify Buyer for all damages and expenses incurred as a result of any breach of the foregoing.

**PATENT INDEMNITY:** As to any item, the design of which is not furnished by Buyer, Supplier shall defend any action against the Buyer or its customers for patent infringement, and Supplier shall hold harmless and indemnify such persons from all damages (direct as well as incidental and consequential) and expenses, including attorney's fees.

**BUYER'S PROPERTY:** All designs, tools, prints, documents and materials furnished by Buyer, together with any replacements or additions, shall remain the property of Buyer and shall not be used for any purpose other than this or other orders placed by Buyer with Supplier, nor disclosed to any other person without Buyer's permission; and, in addition, shall be returned to Buyer on demand.

**NON-WAIVER:** Buyer's failure at any time to require strict performance by Supplier of any provision of this Purchase Order shall not waive Supplier's obligation to comply with other provisions hereof; nor shall it waive Buyer's right thereafter to demand strict compliance with such provisions.

**TERMINATION:** In the event of Supplier's failure to comply with any term of this Purchase Order, including a schedule for shipment and delivery, Buyer may terminate this Purchase Order upon written notice to Supplier. Buyer may then substitute for such goods covered by the Purchase Order and **may charge all costs (including incidental and consequential damages) for substituting such goods.**

**GOVERNING LAW:** This Purchase Order, and any ensuing contract or transaction, shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin, without regard to its choice of law principles. The courts of Brown County, Wisconsin and/or the United States District Court for the District of Wisconsin and their respective Appellate Court system shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy, cause of action, lawsuit, Appellate action and related mediation or other dispute resolution among them arising under or in connection with this transaction and/or Purchase Order. The Parties hereby agree to submit to the exclusive jurisdiction of the state and/or Federal courts in Tennessee and to waive trial by jury.

***Buyer reserves the right to cancel this Purchase Order in full or in part, due to defects in materials, workmanship, or quality, if not shipped as specified herein, or if goods are not in accordance with drawings, prints, approved samples or specifications provided by Buyer.***

**Supplier's Acknowledgement of Buyer's Purchase Order implies acceptance of these Purchase Order terms.**