

## TERMS AND CONDITIONS

**PRICE:** This order shall not be filled at higher prices than specified herein. If price terms are omitted from the face hereof, the price of the goods shall be the lower of (1) the price last quoted or paid (whichever is later) or the prevailing market price at the time of shipment. Unless otherwise provided herein, prices shown on this Purchase Order are deemed to include all taxes not expressly imposed by law on the buyer of the goods ordered hereunder. Buyer shall not be responsible for any charge for boxing, storage or cartage.

**SHIPMENT AND INSPECTION:** The terms and routing of shipment shall be as provided on the face hereof, or as Buyer otherwise directs. Buyer may revise shipping instructions as to any goods not then shipped. Buyer shall have the right to inspect any or all of the goods upon Buyer's receipt, at Buyer's election, which right shall be exercisable notwithstanding Buyers having paid for the goods prior to inspection. Buyer, by reason of its failure to inspect the goods, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefore, or to have waived any of Buyer's rights or remedies arising by virtue of such defects or non-conformance.

**PAYMENT:** The time period allowed for payment, as indicated on the face hereof, shall commence upon receipt of Seller's invoice (properly identified with the applicable purchase order #) or receipt of the goods, whichever is later. To the extent permitted by state or local law, a supplier must submit previously unbilled invoice amounts for payment no later than 60 days from delivery of goods or completion of services or in compliance with established payment terms.

**RISK OF LOSS:** Notwithstanding any provisions hereof to the contrary, title to, and risk of loss of, the goods shall remain with Seller until the goods are delivered at the F.O.B. point specified in this Purchase Order, or if no such point is specified, then, when the goods are delivered to Buyer. However, if the goods are of an explosive, inflammable, toxic or otherwise dangerous nature, Seller shall hold Buyer blameless from and against any and all claims asserted against Buyer on account of any personal injuries and/or property damages caused by the goods, or by the transportation thereof, prior to the completion of unloading at Buyer's plant or warehouse.

**WARRANTIES:** Seller warrants to and covenants with Buyers as follows: Seller will deliver to Buyer title to goods free and clear of all security interest, liens, charges, restrictions or encumbrances of any kind, nature or description, the goods shall be free from defects in material and/or workmanship, the goods shall be new and not used or reconditioned, the goods and their packaging shall conform to the description thereof and/or specifications therefore contained in this Purchase Order.

**REMEDIES:** In the event of Seller's breach of this contract, Buyer may take any and all of the following actions, without prejudice to any other rights or remedies available to the buyer by law: (1) require Seller to repair or replace such goods, and upon Seller's failure or refusal to do so, repair or replace at Seller's expense. (2) reject any shipment or delivery containing non-conforming goods and return for credit or replacement at Buyer's option; said return to be made at Seller's cost and risk. (3) cancel any outstanding deliveries hereunder, and treat such breach by Seller as seller's repudiation of this contract. In the event of Buyer's breach hereunder, Seller's exclusive remedy shall be Seller's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

**FORCE MAJEURE:** Neither party shall be responsible for any failure to comply with or for any delay in the performance of these terms and conditions where such failure or delay is caused by events beyond the reasonable control of the party sought to be charged. Notwithstanding, any provision heretofore the contrary, the reduction, depletion, storage curtailment or cessation of Seller's supply or reserves or any other supplies or materials of Seller shall not be regarded as an event of force majeure. In the event of force majeure, and if Seller, for any reason within or outside its control, fails to perform any part of its required performance by the date specified, Buyer in addition to any other rights and remedies it may have, shall have the option of specifying a later date for performance, or upon written notice to Seller of terminating or canceling the entire Purchase Order, or any part of thereof, without liability with respect to any portion of the performance not completed. Seller shall notify Buyer in writing promptly of any actual or potential delay.

**PATENTS:** It is anticipated that the goods will be possessed, used and/or sold by Buyer and/or its customers. If by reason of any of these acts a suite is brought or threatened for infringement of any patent, trade name or copy right either with regard to the goods, their manufacture or use, Seller shall at its own expense defend such suit and shall indemnify and save and hold Buyer and its customers harmless from and against all claims, damages losses, demands, cost and expenses (including attorneys' fees) in connection with such suit or threatened suit.

**PRIVACY POLICY:** Seller warrants that it will comply with all requirements of the Gramm-Leach-Bliley Act (GLB) as a "service provider" and indemnify Buyer for noncompliance.

**USE OF COMPANY NAME:** Use of Buyer's company name or logo without prior written permission is prohibited.

**LABOR:** If this Purchase Order covers the performance of labor by Seller on Buyer's premises, Seller shall indemnify and save and hold Buyer harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of Seller's performance under the Purchase Order. Seller shall obtain and pay for public liability and property damage insurance in amounts acceptable to Buyer insuring against said injuries, deaths and damages, and shall furnish Buyer with insurers' certificates evidencing such insurance which certificates shall provide that the coverage evidenced thereby shall not be cancelled except upon thirty days notice to the Buyer.

**COMPLIANCE WITH LAW:** Seller warrants that it will comply with all federal state and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order, including, without limitations, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Clause prescribed by Executive Order 246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such Act and Order. ACG is an equal opportunity employer, and, as such, the parties agree that, as applicable, they will abide by the requirements of 41CFR60-1.4(a), 41CFR60-300.S(a) and 41CFR60-741.S(a) and that these laws are incorporated herein by reference. 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. 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. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. Seller shall indemnify and save and hold Buyer harmless from and against any and all claims, damages, demands, costs and losses which Buyer may suffer in the event that Seller fails to comply with said Act, Order, Rules, or Regulations. Seller further warrants that all goods sold hereunder will comply with and conform in every respect to the standards applicable to the use of such goods under the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and any regulations and orders issued thereunder. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed incorporated herein. Buyer makes no warranties of any nature with respect to any property it may furnish to Seller hereunder.

**GOVERNING LAW:** This Purchase Order and the contract between the parties evidenced hereby shall be deemed to be made in the State of Michigan and shall in all respects be construed and governed by the Laws of that State.

**SELLER'S ACCEPTANCE OF TERMS:** When Seller performs any of the following acts, such acts shall constitute acceptance of these terms: (1) Seller performs in accordance with Buyer's order; or (2) Seller acknowledges Buyer's order by return email, or eFax or standard facsimile addressed to Buyer's authorized representative. ACG expects its Suppliers to adhere to all relevant state and federal laws with regard to fair and ethical work practices. Just as we, ourselves, believe in "always doing what is right", as evidenced by our Code of Conduct that can be found at <https://michigan.aaa.com/About/Integrity.aspx>.

### MISCELLANEOUS:

- (a) This Purchase Order may be performed and all rights hereunder against Seller may be enforced, wholly or in part, by Buyer or any one or more of the corporations now or here after subsidiary to or affiliated with Buyer.
- (b) The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.
- (c) Seller shall not assign its rights or obligations under this Purchase Order without prior consent of Buyer.
- (d) Seller shall not insure the goods for Buyer's account unless the terms of this Purchase Order so require.
- (e) Stenographic or clerical errors, whether in mathematical computations or otherwise, made by Buyer on this Purchase Order or any other forms delivered to Seller shall be subject to correction.
- (f) The entire understanding and agreement of the parties with respect to the transactions contemplated herein is contained in this document and any attachments, links or documents incorporated by reference, and any prior understandings, agreements and representations, oral or written, shall be deemed superceded and merged herein. Any modification hereof, to be valid, must be in writing and executed by both parties.
- (g) Buyer may, upon notice to Seller and without liability to Buyer, cancel this contract and any other outstanding deliveries hereunder, (1) as to standard products of Seller not then shipped hereunder, at any time prior to shipment, or (2) if (a) a receiver or trustee is appointed to take possession of all or substantially all of Seller's assets, (b) Seller makes a general assignment for the benefit of creditors, (c) any action or proceeding is commenced by or against Seller under insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors, or (d) Seller becomes insolvent or commits an act of bankruptcy an event described in (2) of this section occurs. Buyer may at Buyer's sole election pay Seller its actual direct out-of-pocket costs to date of cancellation, as approved by Buyer, in which event the goods shall be the property of Buyer and Seller shall safely hold the same subject to receipt of Buyer's shipping instructions.