

## Rowley Spring And Stamping Terms and Conditions

**Definitions:** The term "ORDER" means these Terms and Conditions for Purchase of Products and Services ("Terms and Conditions"), together with all documents specifically referenced herein and any written purchase order, Order or agreement which attaches, incorporates or otherwise references these Terms and Conditions. The term "Company" means Rowley Spring and Stamping executing this Order. The term "Seller" means any individual, corporation or other entity who is to supply Products and Services purchased by the Company pursuant to this Order. The term "Products" means the goods, services or materials sold by Seller and purchased by Company under this Order.

**2. Scope and Acceptance:** All Products are supplied pursuant to this Order. This Order will become legally enforceable on the earlier of delivery of a signed acknowledgment, or shipment of all or any portion of the Products covered under this Order, by Seller. As an offer, any acceptance of this Order is limited to acceptance of the express terms of the offer contained on the face and back hereof and notification of objection to any different or additional terms in any response to this offer from the Seller is hereby given. If this Order is considered an acceptance of Seller's offer, this acceptance is expressly conditioned on Seller's assent to any additional or different terms contained in this Order. If this Order is considered a confirmation of an existing Order, the parties agree that this Order constitutes the final, complete and exclusive terms and conditions of the Order between the parties.

**3. Blanket Order:** If this Order is identified as a "Blanket" Order or "Blanket" order or in some other manner references a specific quantity of Products to be purchased, Seller hereby acknowledges that the quantities specified and delivery dates listed in such "Blanket" Order are contingent upon the issuance of a release by Company identifying the Products to be purchased and providing delivery directions. When an Order is identified as a "Blanket" Order or deliveries are otherwise specified to be in accordance with Company's written releases, Seller will not fabricate or assemble any Products nor procure required materials greater than 90 days of stated monthly release quantities, nor ship any Products except to the extent authorized by such written releases or provisions of an Order specifying minimum fabrication and delivery quantities. Forecasts are not releases and may not be relied upon by Seller. Releases are included in the term "Order". By accepting a "Blanket" Order, Seller agrees to accept all releases issued by Company thereunder.

**4. Price/Terms:** Seller warrants that the prices set forth in this Order are complete and that no additional charge of any type will be added without Company's prior express written consent, including but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Unless otherwise specified in the Order, all prices will be FOB destination (place of delivery). Seller further warrants that the prices set forth in this Order are the lowest prices charged for the

Products, or substantially similar products, sold by Seller to its other customers. If, after execution of this Order, but prior to payment by the Company for Products purchased hereunder, Seller (i) sells, or offers to sell, Products, or substantially similar products, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Products, or substantially similar products, or (iii) sells, or offers to sell, Products, or substantially similar Products, on commercial terms that are, in Company's reasonable judgment, more favorable than those set forth in this Order, such lower price or more favorable terms will be applicable to all purchases of Products by Company hereunder.

**5. Taxes: Seller will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction.** If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from the Company on behalf of any taxing jurisdiction, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax and Company will remit any such tax to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefore including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect sales and use tax from Company, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Products were provided. If applicable, in lieu of payment for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Company. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Company on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under this Order, or upon the Product provided hereunder, will be the responsibility and liability of Seller.

**6. Inspection and Quality Assurance:** All Products maybe, be subject to inspection, tests, and audits by Company or its agent at reasonable times and places. Seller agrees to provide access for Company to its facilities at all reasonable times 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 Company will constitute acceptance of any Products, or relieve Seller from exclusive responsibility for furnishing Products in strict conformance with the Company's specifications and Drawings. 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 Company, at the time of, or promptly after, delivery. Seller agrees to notify Company 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.

**7. Rejection:** Products will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance, will relieve Seller of any obligations under this Order or impair or waive any right or remedy of Company with respect to Seller's performance hereunder. If, in Company's judgment, the Products do not conform with the requirements of this Order, Company will have the right to reject the Products and, in addition to any other rights and remedies it may have, Company may, in its sole discretion: (1) return any or all nonconforming Products to Seller for reimbursement, credit, replacement, or repair as Company may direct; (2) correct, rework, and/or repair the Products with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all nonconforming Products, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Furthermore, Company may, at its option, reduce the quantity of Products Company is obligated to purchase by the quantity of Products returned to Seller hereunder. Any Products rejected by Company and returned to Seller will be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Seller. Such Products will not thereafter be tendered to Company for acceptance unless the previous rejection and requirement of correction are disclosed to Company in writing. All such nonconforming Products that are so remedied will have the same warranty as stated in Section 8 from the date of re-delivery. Acceptance, whether or not it has been revoked, will not release Seller's responsibility for latent defects, non-conformities, warranty, or other claims. Nothing in these Terms and Conditions will relieve Seller from the obligation of testing, inspection and quality control.

**8. Intellectual Property:** If Company furnishes the design for the Products or requires Seller to prepare a design for the Products, and then Company will own all intellectual property rights relating to such design. Seller hereby assigns to Company all rights and future rights in such designs. If Seller furnishes a preexisting design for the Products, then Seller will continue to own all intellectual property rights relating to such design. In the latter event, Seller hereby grants Company a permanent, paid-up, nonexclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use, and have used, such intellectual property. Company does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Company in information, documents, or property that Company makes available to Seller under the Order, other than the right to use such intellectual property rights to produce and supply Products to Company. Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Company, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns, customers and the users of Seller's Products ("Indemnities") from all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, damages and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other cost of litigation (collectively "Liabilities") incurred as a result of actual or alleged

infringement of any present or future patent, copyright, trademark, trade secret, or other actual or alleged intellectual property right of any third party arising from Company's purchase, use or sale of Products supplied under this Order (i) alone; (ii) in combination by reason of their content, design, structure; or (iii) in combination in accordance with Seller's recommendations. In the event of an allegation of intellectual property infringement or if the use or sale of the Products is enjoined, Seller will, at its own expense and at Company's option, either (i) procure the right to continue using the Products; (ii) make such alterations modifications or adjustments to the Products so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) remove the Products and refund the purchase price and the transportation and installation costs thereof. Seller's obligations will apply even though Company furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller. All such obligations of Seller to indemnify, hold harmless, protect and defend Company are in addition to Seller's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Products, and completion, termination, or cancellation of this Order. If any settlement requires an affirmative obligation (other than ceasing use of the Product) of, results in any ongoing liability to or prejudice or detrimentally impacts Company in any way and such obligation, liability, prejudice or impact is material, then such settlement shall require Company's written consent and Company may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.

**10. Liability and Indemnification:** Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Indemnitees from and against all Liabilities arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage, to Company or to others (including Seller and employees and invitees of Seller, Seller's suppliers, distributors, Company and Company employees and invitees) arising out of or in any manner connected with (i) the production and delivery of, or any defect in, Products supplied hereunder; (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant, whether caused by Seller, or a supplier of Seller, or employees or invitees of either of them, and in each case whether or not caused or contributed to by the fault or negligence of any of the Indemnitees. For the avoidance of doubt, Seller expressly agrees that Seller will indemnify, defend and hold harmless the Indemnitees in connection with this Section 10 even if any or all of the Liabilities incurred by any or all of the Indemnitees are caused in part by the concurrent negligence of one or more of the Indemnitees. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller's indemnity provided that nothing contained herein shall obligate Seller to indemnify Indemnitees from any claim which arises from the sole negligence of the Indemnitees. Seller agrees to waive and release any rights of contribution, indemnity or subrogation it may have against any of the Indemnitees as a result of any indemnity claim asserted by another Indemnitee under this Section 10. Seller, for itself, its successors, assigns and suborders hereby expressly agrees to waive any provision of Any workers' compensation act or other similar law whereby Seller could preclude its joinder by Company as an additional defendant, or avoid liability for Damages, contribution or indemnity in any action at law, or otherwise where Seller's or its suborder OR's employee or employees, heirs, assigns or anyone otherwise entitled to receive

damages by reason of injury or death brings an action at law against any Indemnitee. Seller's obligation to Company herein will not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Seller under any workers' compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Company by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable. In particular, but without altering or in any way limiting the general application of the waiver set forth in the previous sentence, Seller expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act and Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74, as each may be amended from time to time. The obligations in this Section are in addition to Seller's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Seller under any Workers' Compensation Act, U.S. Longshoremen's and Harbor Workers' Act, or any other employee benefit act. Seller's obligations hereunder will not be limited to the extent of any insurance available to or provided by Seller.

**11. Insurance:** Seller agrees to maintain the following types of insurance coverage: (a) Workers' Compensation Insurance or qualification as a self-insurer to satisfy the laws of the states which have jurisdiction over Seller's employees. Coverage to include U.S. Longshore Harbor coverage as needed based on exposure. (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than one million dollars (\$1,000,000) and Bodily Injury by Disease with limits of not less than one million dollars (\$1,000,000) per policy; (c) Commercial General Liability Insurance Services Office (ISO) form CG 00 01 10 01 or equivalent, including Premises and Operations, Products and Completed Operations, Blanket Contract Liability, Stop-Gap for monopolistic workers' compensation states, Property Damage, Independent Contractors, Personal and Advertising Injury, Broad Form Property Damage, Cross Liability, Hostile Fire, Underground and Explosion and Collapse coverages if applicable based on the scope of work, remove the asbestos exclusion for abatement work, remove the lead based paint exclusion for abatement work, broaden the definition of insured Order to include work within 50 feet of a railroad with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence, including primary and excess liability policies; (d) Aircraft Product Liability Insurance covering products and services for the aerospace industry, if applicable, in an amount not less than ten million dollars (\$10,000,000) per occurrence and not less than ten million dollars (\$10,000,000) per grounding; (e) All-Risk Property Damage Insurance for damage to Company's assets while at Seller's facility. The coverage must be written on a Replacement Cost Basis including Business Interruption and Time Element coverage. Additionally, the Seller is financially responsible for any applicable deductible under this All-Risk Property Damage coverage; and (f) Motor Truck Cargo Insurance (Inland Transit), for damage to Company's assets while in transit with a limit of not less than the value of Company's assets per occurrence. The Seller is responsible for any and all deductibles that apply to the coverage. To the extent permitted by law, Seller agrees to waive rights of subrogation against Company for all of the coverages listed above. Seller agrees that

Company will be endorsed as an additional insured on Seller's Commercial General Liability and Automobile Liability policies and the other coverages identified in this Section 11, with the exception of Workers' Compensation. The Commercial General Liability and Excess policies must include ISO CG 20 10 85 Additional Insured Endorsement, or the combination of ISO CG 20 10 07 04 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization and CG 20 37 07 04 Additional Insured – Owners, Lessees or Contractors – completed Operations Endorsements, or similar provision for Ongoing-Operations and Products- Completed Operations Hazard coverage. This insurance shall apply to "bodily injury" or "property damage" arising out of "your work" and "your product" included in the "products completed operations hazard" as required by written Order and shall afford said coverage for all completed operations, products and work, completed while the policy is in effect, until one year after the expiration of the statute of limitations for any claims arising from or based upon Seller's completed operations. The coverages required by this Section 11 shall be primary and non-contributory. Any insurance or self-insurance maintained by Company shall be excess of Seller's insurance until all of Seller's applicable and available insurance, including umbrella and excess liability policies, is exhausted. The intent is for Seller's insurance policies to be primary regardless of any "Other Insurance" or other methods of sharing language contained in Seller's insurance policy or policies. Seller shall waive all rights of subrogation and contribution against all additional insureds. Seller shall be solely responsible for any deductible or self-insured retention under its insurance. Upon Company's request, Seller will provide Company with written certification, reasonably acceptable to Company (a Certificate of Insurance and Endorsements), certifying that (a) the required insurance coverages are in effect and will not be canceled or materially changed until thirty (30) days after prior written notice has been delivered to Company, (b) Company is designated as an additional insured on Seller's policies are required by this Section 11 and (c) all of Seller's insurance identified herein will be primary and not contributory or excess of any other insurance carried by or on behalf of Company. Seller may satisfy the limits of insurance required herein with any combination of primary and umbrella/excess insurance policies. The insurance requirements in this paragraph are separate and distinct from any other obligations of Seller contained herein, and neither the issuance of any insurance policy nor the minimum limits specified herein will be deemed to limit or restrict in any way Seller's liability arising under this Order.

**12. Termination:** Company may terminate this Order or any releases issued pursuant to this Order, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Products indicated in the notice of termination. Unless such termination is due to default of Seller or failure of Seller to assure adequate performance, Company will pay Seller, on a *pro rata* basis, for Products delivered as of the date of termination. Upon such payment, all finished goods for which Company has paid will become the property of Company and will be released by Seller to Company for pick-up and removal, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default by Seller hereunder.

13. **Cancellation:** Company will have the right to cancel this Order, in whole or in part, if the Products are, in Company's judgment, non-conforming or defective or not delivered as scheduled, or if Seller fails to comply with or fulfill at any time any of the terms and conditions of this Order, or with Company's shipping and billing instructions, or if, in Company's opinion, the credit or ability of Seller to perform this Order becomes impaired, whereupon Company will have the continuing right to obtain Products from another source, without prejudice to any other rights or remedies of Company and in addition thereto.

14. **Transition of Supply:** In connection with termination of this Order or Company's decision to change to an alternate source of supply, Seller will cooperate in the transition of supply, including the following (collectively, "Transition Support"): (a) Seller will continue production and delivery of all Products as ordered by Company, at the prices and other terms stated in this Order, without premium or other condition, during the entire period reasonably needed by Company to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Company's ability to obtain Products as needed; (b) at no cost to Company, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components; and (c) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Products, extraordinary packaging and transportation and other special services as expressly requested by Company in writing. If the transition occurs for reasons other than Seller's breach, Company will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Company of its estimate of such amounts and obtained Company's prior written consent prior to incurring such amounts. Any Transition Support costs incurred by Seller without Company's prior written consent shall be for Seller's account.

15. **Payments:** All invoices for Products provided to Company will be accumulated upon receipt for a period from the 5th day of a month to the 4th day of the following month (the "Accumulation Period"). Company will pay invoices received during the Accumulation Period net 60 days from the end of such Accumulation Period. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after delivery of the Products, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Products will be considered good cause for withholding payment without losing cash discount privileges. Payment by Company of an invoice from Seller does not constitute acceptance of the Products covered by the invoice. If the production or delivery of Products covered by this Order may give rise to mechanics' or other similar liens, payment will not be due and the cash discount period will not commence until Seller has delivered to Company a complete release of all liens arising out of the production or delivery of such Products or receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Company indemnifying it against any lien. If payments are required to be made under this Order by Company in a currency

other than USD, Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Seller or any of its parents, subsidiaries or affiliates, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Company.

**16. Confidentiality:** At all times prior to, during, and after the Order, Seller will (i) maintain the confidentiality of any information disclosed by Company or any of its parents, subsidiaries, affiliates, customers, and Orders, 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 Company of any disclosure of any Confidential Information that is not permitted by this Order or other misuse of any Confidential Information or breach of this Order. Without limiting the direct liability of Seller’s employees and others who may have received Confidential Information directly or indirectly from Seller, Seller will be responsible for the disclosure or other misuse of Confidential Information by Seller’s employees and others, and Seller will immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of Seller’s employees and others of which Seller becomes aware. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Company may, at its sole discretion, elect at any time, by written notice to Seller, to terminate Seller’s further use of Confidential Information for any purpose. Upon receipt of such notice, Seller will, and will cause Seller’s employees to, promptly cease all further use of Confidential Information, return to Company all physical materials containing Confidential Information, whether the materials were originally provided by Company or copied or otherwise prepared by Seller or any Seller employee, and erase or otherwise destroy any Confidential Information kept by Seller or any Seller employee in electronic or other non-physical form. Such termination by Company will not affect Seller’s continuing obligations in this Section 16. Seller agrees that no information disclosed by it to Company will be confidential unless due notice thereof is given in advance to and accepted by Company in writing.

**17. Liens:** Seller warrants that no lien, encumbrance or security interest will be filed by Seller or anyone claiming under or through Seller against Company, Company’s property, or the Products furnished under this Order.

**18. Independent Contractor/Safety:** Seller is and will remain an independent Contractor of the Company. No employee, agent, or representative of Seller or its Sub-Contractors will be deemed to be an employee of Company. Seller will provide all safeguards, and take all precautions; necessary in connection with the production and delivery of the Products sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefor. Seller warrants that all Products delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications and Company requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Company.

**19. Assignment:** Neither this Order, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Company. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Order. Any attempted assignment without the prior written consent of Company will be null and void.

**20. No Violation of Law:** Seller and the Products will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country (ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours, and conditions of employment,

**21. Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations, including its environmental, health, safety and security rules and regulations.

**22. Hazardous and Dangerous Goods and Materials:** Seller warrants: (1) that any chemical substance or mixture delivered to Company pursuant to this Order is on the Toxic Substance Control Act inventory or that the pre-manufacture 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 Company with an adequate supply of such warning labels, instructions, and notices for use in Company's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Company'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 Company 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 Company 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 Company's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Company pursuant to this Order. Unless approved in writing by Company's location manager prior to shipment.

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

**30. Company's Property and Parts:** All property of any kind supplied to Seller, or paid for, by Company will be and remains Company's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Products delivered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. All Company property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Company. All property of the Company is subject to removal by Company at any time, and to return upon Company's request. Seller will assume all risk of death or injury to persons or damage to property arising from use of Company's property. Company does not guarantee the accuracy of any Company property or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Seller.

**33. Shipping:** Unless otherwise provided in the Order: (i) all shipping, drayage, demurrage, storage, insurance, packing and related charges will be paid by Seller; (ii) all Products will be packed, marked and shipped in accordance with the requirements of the common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof; (iii) packing slips identifying the purchase order number, release number and part number must accompany each shipment; (iv) Seller will mark each package with the Order number, and where multiple packages comprise a single shipment each package will be shown on packing slips, bills of lading, and invoices; (v) in the event that Company is obligated to pay for shipping, Seller will be responsible for all extra charges incurred because of Seller's failure to follow Company's shipping instructions, including those related to delivery schedules, whether or not Seller's liability for general damages is excused under other provisions of the Order; (vi) Seller will mark the Products, packaging and packing as instructed by Company and in accordance with the standards of the Uniform Commercial Code; (vii) Seller will pay all express and other charges necessary to expedite delivery to enable Seller to meet the delivery schedule; (viii) Seller will ship all late shipments by express or other priority methods of delivery at its expense; and (ix) Seller will issue to Company advance shipping notices as requested by Company.

**34. Delivery:** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Company. 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 Company. Company will have no liability for payment of Products delivered to Company which are in excess of quantities specified in the Order or in releases and Company may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Company may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments. Company will be responsible for additional costs of expedited or other special transportation that Company may require as a result of changes to its firm releases or delivery schedules to the extent that (i) such changes were not caused by Seller, and (ii) Company can recover such costs from its own customers.

39. **Sub-Contract:** Unless otherwise specified, Seller must obtain Company's written permission before Sub-Contracting any portion of this Order. Except for the insurance requirements in this Order, all Sub-Contractor and orders thereunder will require that the Sub-Contractors or material man be bound by and subject to all of the terms and conditions of the Order. No Sub-Contract or order will relieve Seller from its obligations to Company, including, but not limited to Seller's insurance and indemnification obligations. No Sub-Contract or order will bind Company.