



RedViking
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THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND WARRANTIES

1. **ACCEPTANCE:** This Purchase Order constitutes Buyer's offer to Seller, and becomes a binding contract on the terms and conditions set forth herein when it is accepted by the Seller either by acknowledgement or the commencement of performance hereof. No revisions of this order or any of the terms and conditions thereof shall be valid unless in writing and signed by an authorized representative of Buyer, and no condition stated by Seller in accepting or acknowledging this order will change this order as written by the Buyer. This contract contains the entire agreement of the parties and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.
2. **WARRANTIES:** Seller warrants that all articles, material and work will conform to applicable drawings, specifications, samples and other description given to Seller, and will be free from defects. Without limitation of any rights which Buyer may have at law by reason of any breach of warranty, goods which are not as warranted may, at any time within twelve (12) months after delivery, be returned at Seller's risk and expense for either credit or replacement as Buyer may direct.
3. **SPECIFICATIONS:** Any manufacturing or other specifications referred to in this order are hereby made a part hereof as if fully set forth herein. *All Material furnished must conform to Buyer's specifications where indicated in the order.*

If blueprint is specified do not proceed without it.

Seller expressly warrants that is has the personal, equipment and facilities, as well as the specialized knowledge about the provision of the order and that all articles and materials covered by this order to be of quality, quantity, size, description and dimension specified and free from defects and include workmanship of the materials, and shall not be deemed waived either by reason of Buyer's acceptance of said materials or articles or of payment for them. Seller agrees to save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of this warranty.

Supplier represents and warrants that it will take appropriate steps to assure that the individuals performing services, manufacturing, or assembling (the Services) are properly trained to perform the Services required by this order. Supplier will provide proper instruction to its personnel to perform the Services. Supplier will be solely responsible for directing and supervising its personnel in performing the Services.

Goods made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern. All specifications, drawings, tools, jigs, dies, fixtures, materials and other items furnished by Buyer to Seller or the cost of which is charged against this order shall be confidential and shall be and remain the property of the Buyer, and must be returned to Buyer immediately upon request. Seller shall indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitations, mechanic's liens or claims arising under Workmen's Compensation or occupational disease laws. Any and all work subcontracted by the Seller to others must be in conformance with the order requirements as detailed by the Buyer.

None of the work contemplated as being performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

4. **INSPECTION:** Material is subject to Buyer's inspection and approval at a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense, including transportation charge both ways. Payment of invoice does not constitute acceptance of merchandise covered by this order and is without prejudice to any and all claims of Buyer against Seller.

All material and workmanship shall be subject to inspection by Buyer upon delivery to the Buyer by the Seller and/or by the Buyer or the Buyer's designate at the Seller's location, which in addition to its other remedies at law, reserves the right to have rejected materials replaced or not at Buyer's option and at the purchase price stated in the order, and also the right to accept such part of any shipment that fulfills Buyer's specifications and reject any part not meeting such specifications, and to consider the order breached to the extent of the amount of rejected materials.

5. **QUANTITIES:** The specific quantity ordered must not be changed without Buyer's consent in writing. Buyer assumes no obligation for materials shipped in excess of this purchase order. Buyer reserves the right to reject (and return) material exceeding the quantity ordered. Material shipped in excess of Buyer's orders will be returned at Seller's expense. Buyer will not be responsible for any material furnished without a written order.
6. **PRICE:** This order must not be filled at a higher price than shown hereon and then that last quoted or charged by Seller unless price is stated on face of this order. No charges will be allowed for packing, crating, freight, express or cartage unless agreed to and specified on this order. Seller warrants that the prices to be charged in accordance with the terms of this order will not be in excess of the permissible maximum prices established pursuant to law and pertinent government regulation and in effect on the date hereof or on the dates of delivery; and if hereafter it is found that said maximum prices have been exceeded, Seller agrees to reduce the prices charged and to refund the excess payments made, retroactively, to conform to the applicable law and regulations.
7. **TERMS AND INVOICES:** Invoices shall (a) be rendered in duplicate; (b) cover not more than one order; (c) be rendered with order number noted thereon; (d) be sent to the address hereon. Invoices, shipping notices and bills of lading are to be mailed twenty-four (24) hours after shipment. It is understood that the cash discount period shall be computed from date of receipt by buyer of acceptable invoice or computed from date of receipt by buyer of acceptable invoice or material, whichever is later. On all prepaid shipments chargeable to Buyer attach transportation receipt to invoice. On invoices returned for correction, the cash discount period will date from the receipt of the corrected invoice.
8. **EQUAL EMPLOYMENT OPPORTUNITIES:** The provision of Executive Order No. 11246 is hereby incorporated in this purchase order. Seller agrees that he will comply with said provisions.
9. **DELIVERY:** Each package must be numbered and labeled with Buyer's order number, stock number, contents and weights. An itemized packing slip must be placed in each package. Each delivery must be accompanied by a packing slip specifying the exact quantity and the description of the delivery. Each packing slip specifying the exact quantity and the case order number. When goods are sold delivered, ship prepaid; when sold F.O.B. shipping point, transportation charges shall be prepaid and billed as a separate item on invoice. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Report immediately any delay in shipment and any actual or potential labor dispute which is delaying or threatens to delay shipment. Material must be delivered within the time stated

in this order, time being of the essence thereof. Buyer also reserves the right to refuse, or return at Seller's risk and expense, shipments made in advance of the scheduled deliveries appearing on the face of the order or as later mutually agreed upon.

10. **CHANGES & ALTERATIONS:** Any change of instructions (or substitution of materials), without Buyer's written consent will be made at Seller's responsibility. No changes in terms, conditions, prices or deliveries shall be made without Buyer's specific authorization therefore in writing; provided however, that if the material ordered hereunder is to be specially manufactured in accordance with Buyer's drawings and specifications, Buyer shall have the right, by written order, to make changes in such drawings or specifications and if such changes require a change in price or time for performance, Seller shall notify Buyer immediately and thereupon an equitable adjustment shall be negotiated.
11. **ASSIGNMENT:** Neither this order nor any interest therein nor any rights or obligations under it may be assigned by Seller, whether by operation of law or otherwise, without the prior written consent of the Buyer, unless Buyer's consent thereto expressly states otherwise. Any assignment of moneys due or payable hereunder shall be subject to Buyer's approval and to set-off recoupment or other claim of Buyer against Seller.
12. **EXCISE TAXES:** All state and Federal excise, sales and use taxes when applicable, shall be stated separately on the invoices with the cumulative total price not exceeding that stated on the face of this order.
13. **COMPLIANCE WITH LAW:** By accepting this order, Seller represents and warrants that the materials furnished under this order have been, or will be, manufactured and sold in compliance with all relevant Federal, state and local laws and regulations. This order and the performance of the parties hereunder shall be construed in accordance with and governed by the laws and regulations. This order and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Michigan. Seller agrees to hold Buyer harmless from and to indemnify Buyer for any losses, expenses, costs or damages resulting from Seller's breach of this warranty.
14. **CANCELLATION:** Buyer reserves the right to cancel all or any part of the undelivered portion of this order without any liability by Buyer to Seller if Seller does not make deliveries as provided in this contract or if Seller breaches any of the terms hereof, including the warranties of Seller, Buyer shall also have the right to terminate this order or any part thereof in the event of the happening of any of the following: Seller declared bankruptcy, provided it is not vacated within thirty (30) days from the date of filing; the appointment of a receiver or trustee for Seller, provided by such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors. The remedies provided in this section shall be cumulative and additional to any other further remedies provided in law or equity.
15. **CONTINGENCIES:** Buyer reserves the right at its option, either to suspend shipments of materials covered by this order or to cancel this order, in whole or in part, at any time where such suspension or cancellation is caused by or reasonably results from United States Government orders or other requirements, embargoes, acts of the civil or military authorities, acts of the public enemy, inability to secure transportation facilities, strikes, differences with workmen, accidents at Buyer's work, or other contingencies, whether similar or dissimilar to the foregoing enumeration, beyond the Buyer's control.
16. **PATENT INDEMNITY:** Seller agrees to indemnify Buyer against any claim or liabilities for or by reason of any asserted patent infringement arising from the manufacture or sale of any articles furnished to the

Buyer under this order, except insofar as the articles supplied or the manufacture thereof are in accordance with any special requirement specified by the Buyer and the Seller gives prompt notice of such claims to the Buyer.

17. **PATENT RIGHTS:** Patent rights to all improvements embodied in designs, tools, patterns, drawings, information and equipment supplied by the Buyer under this contract and exclusive rights for the use and reproduction thereof are reserved by the Buyer. Seller understands and agrees that the benefits of the Buyer's designs and manufacturing information shall not extend beyond the scope and subject matter of this order.
18. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the articles herein mentioned.
19. **INSURANCE:** Seller agrees to procure a policy or policies of insurance in form satisfactory to the Buyer, insuring all property, if any, on Seller's premises owned by Buyer against loss or damage resulting from fire (including extended coverage), malicious mischief and vandalism. Satisfactory evidence of procurement of such insurance shall be submitted to Buyer within a reasonable period of time after acceptance of this order.