**Ecorse Standard Purchase Order Terms & Conditions**

This Purchase Order (“PO”) is issued by Ecorse-Doverspike Holding Co. (“Ecorse”) or one of its affiliates to Supplier, for the purpose of this document, Ecorse-Doverspike Holding Co. shall be referred to as “Ecorse”.

**Exclusive terms:** This PO describes the exclusive terms and conditions under which Supplier will provide products or services to Ecorse with the understanding that additional terms and conditions may be attached by Ecorse to this PO. Unless Ecorse agrees in writing, Ecorse’s rights under this PO may not be waived or modified, and no other document or communications are binding on Ecorse, including the Supplier’s proposal, quotation, order acknowledgement, or invoice. Supplier is authorized to provide products and services under this PO only if Supplier agrees to the foregoing statement of exclusive terms.

**Prices/taxes:** If a price is not stated in this PO or otherwise agreed to by Ecorse in writing, the price will be Supplier’s lowest prevailing market price. Supplier is responsible for and will pay all sales, use, and similar taxes. If Ecorse provides evidence of tax exemption or reduction, then Supplier will not invoice nor pay such exempt/reduced taxes unless the applicable taxing authority assesses such tax, at which time Supplier will invoice and Ecorse will pay any such due and owing tax.

**Terms of payment:** Upon Ecorse’s request, Supplier will issue invoices and also comply with any local country requirement for tangible invoice forms. Unless this PO states otherwise, payment will be due net sixty (60) days after Ecorse receives Supplier’s valid invoice. Supplier’s invoice will list the quantity of products and/or services purchased, reference this PO number, and, if applicable, the Ecorse agreement or sub-agreement under which the products and/or services are being purchased under.

**Acceptance:** Payment will not be deemed “accepted” by Ecorse. All products or services are subject to inspection, and may be accepted or rejected at the sole discretion of Ecorse. Upon request from Ecorse or its customers, Supplier shall issue a refund, repair or replace any rejected products or re-perform any rejected services, as determined by Ecorse or its customers, without additional charge and in a timely manner.

**Termination:** Ecorse may terminate this PO with or without cause at any time.

**Imports:** Supplier is responsible for compliance with all requirements to import any products covered by this PO into any country and the payment of all associated duties, taxes and fees.

**Packages/transportation:** Supplier will comply with all country of origin marking instructions, all instructions, all packaging, labeling, and transportation routing requirements. Supplier will not use premium transportation unless expressly authorized by Ecorse. Supplier will not include more than one daily shipment for on destination on one bill of lading, and Supplier will not declare a value or purchase additional insurance on F.O.B. Origin shipments to Ecorse.

**Late shipments:** Time is of the essence. Ecorse requires timely delivery to build products to fill orders from customers. If Supplier fails to deliver on time, Ecorse may purchase replacements elsewhere and Supplier will reimburse Ecorse for any reasonable out-of-pocket costs Ecorse incurs to obtain the replacement parts. Supplier will promptly notify Ecorse if it is ever unable to make a timely delivery.

**Warrantees:** Supplier warrants that: (i) it has the right to enter into this PO and it will comply at its own expense, with any law (including environmental and anti-corruption laws) or other obligation that may affect its ability to perform under this PO; (ii) no claim, lien, or action exists or is threatened against Supplier that may affect Ecorse’s rights under this PO; (iii) products and services specified in this PO do not infringe any privacy, intellectual property, moral or other right of a third party; (iv) products specified in this PO are of merchantable quality, are free from defects in materials and design, and otherwise will conform to the warranties, specifications and requirements in this PO.