

ANDERSON POWER PRODUCTS TERMS AND CONDITIONS

This purchase order, and the following terms and conditions, represent the complete agreement between the parties and supersede all previous communications, representations or agreements, either written or verbal, with respect to the subject matter hereof and no modification of this order or of these terms and conditions shall be binding on the buyer unless made in writing and signed by a duly authorized representative of the buyer.

1. This buyer will not be responsible for any articles, materials and work (hereinafter referred to as the "goods") shipped unless by order of the Purchasing Agent. Changes or cancellations must be authorized by written supplement to the order.
2. All specifications and plans referred to in this order shall form a part of the order.
3. The seller expressly warrants that the goods covered by this purchase order will conform to this purchase order and will be fit and sufficient for the purpose intended, be of good material and workmanship and free from defect. These express warranties do not exclude but are in addition to any other expressed or implied warranties arising by operation of law.
4. In the event the goods shall be covered by any patent, copyright, or application therefore, seller will indemnify and save harmless purchaser from any and all loss, cost, or expenses on account of any and all claims, suits, and judgments on account of their use or sale in violation of rights under such patent, copyright or application.
5. The seller shall be fully responsible for loss or damage to all buyer furnished property including all tooling, parts for processing, and raw material, caused by negligence or wrongful acts or omissions. Buyer's property shall not be used by anyone but the buyer.
6. Buyer's drawings, specifications, or technical information shall remain the buyer's property, and shall be held in confidence by the seller. They shall not be used or disclosed to others without the buyer's permission and shall be returned to the buyer upon demand.
7. Buyer's tooling, patterns, molds, dies, drawings, sketches etc., purchased by and or furnished by the buyer shall not be used for any purpose other than those authorized by valid purchase order issued by the buyer and such property shall be returned to the buyer upon demand.
8. The buyer's production schedule is based upon the agreement that the goods will be delivered to the buyer according to the delivery schedule. Time is therefore the essence of this purchase order. If deliveries are not made according to the delivery schedule, buyer shall have the right to cancel the purchase order or purchase elsewhere and hold seller accountable. Excessive transportation charges due to late schedules shall be borne by the seller.
9. All prices are F.O.B. the buyer's plant at 13 Pratts Junction Road, Sterling, MA unless otherwise specified on this purchase order.
10. The cash discount period will begin at the time of receipt by purchases of a correct invoice, of the goods to which the invoice relates, whichever is later.
11. No charges will be allowed for cartage, boxing, or like services unless covered by agreement in writing.
12. This order must be accepted within ten days of receipt by written acknowledgement hereon. Any objection to the terms and conditions hereof should be raised before seller proceeds to execute the order.
13. This order must be filled at a price no higher than authorized on the face of order. If no price is stated on the order, it shall not exceed the price previously furnished or in accordance with quotation or as otherwise agreed in writing. Seller warrants that the prices for the goods are not less favorable than those commonly extended to any other customer. In the event seller reduces its price for the goods during the term of this order, seller agrees to reduce the prices hereof correspondingly.
14. Payment for the goods shall not constitute an acceptance thereof. The goods are subject to inspection test and approval of the buyer at a reasonable time after delivery. Goods that are not in accordance with the terms of this purchase order will be held for review with seller and at his risk. The goods will be subject to reweigh or recount. The following courses of action are open to buyer if the goods are defective: 1. rejection and holding of the goods at seller's expense; 2. return of the goods to seller at seller's expense for repair, replacement, or credit at buyer's option; 3. retention of the goods with an equitable reduction in price; or 4. repair of the goods by buyer at seller's expense.
15. No assignment of this order or of any moneys due or to become due hereunder shall be binding upon buyer without the written consent of buyer.
16. In the event the goods shall be defective in any respect whatsoever, seller will indemnify and save harmless buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with their use and are contributed to by said defective condition.
17. This purchase order shall be governed by the laws of the Commonwealth of Massachusetts.
18. No agreement or other understanding in any way modifying the terms and conditions hereof will be binding upon the buyer unless made in writing and signed by an authorized representative of the buyer.
19. Buyer's failure to insist on performance of any of the terms, or to exercise any right or privilege, or his waiver of any breaches, shall not thereafter waive any such terms, conditions, rights or privileges.
20. Changes by the buyer in drawings, specifications, quantities, delivery schedule, or method of payment or packaging shall be allowed and the seller shall be allowed a ten day period from the date of change to claim equitable price adjustments for such changes.
21. The buyer assumes no obligation for goods shipped in excess of this purchase order.
22. Excess advanced deliveries are prohibited without buyer's permission.
23. Seller agrees that in furnishing the goods it will not discriminate against any employee or applicant for employment because of race, religion, color or national origin, and that it will, when requested, certify in writing that it has not so discriminated.
24. If it becomes necessary for any employee of the seller to enter the premises or property of the buyer, the seller shall at his expense provide workman's compensation and comprehensive general and specific liability insurance for such employee, and shall provide the certificates of such insurance as requested. If such work is performed in the state of Massachusetts, this condition will comply with the requirements of Chapter 152 and the amendments thereof of the General Laws of the Commonwealth of Massachusetts.
25. Seller warrants that in performance of work under this order and in providing the goods covered by this order it has complied with or will comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, including, without limiting the foregoing, Federal statutes, rule and regulations under the Fair Labor Standards Act, the Eight-Hour Law, the Occupational Safety and Health Act, the Toxic Substance Act and the Equal Employment Opportunity Act. At the request of the buyer, seller will furnish certificates to the effect that it has complied with the same. Seller must label and provide Material Safety Data Sheets according to 29 CER 1910.1200.
26. **Affirmative Action Notice:** vendors and subcontractors are notified that they may be subject to the provisions of: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to subpart A with respect to affirmative action program and posting requirements. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**
27. APP reserves the right to inspect or test product, as necessary, to determine that the purchase agreement requirements and specifications have been met. This typically is conducted at APP. However, APP may require the verification to be performed at the supplier's facility by APP personnel, Representative or APP Customers.
28. **Pay Transparency Policy Statement:** The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.