

- IMPORTANT -

- Purchase Order and item numbers must appear on all invoices and packing slips.
- Time is of the essence for delivery of this order; you must ship the goods to arrive on or before the delivery date specified by us or obtain advance approval for any delays.
- The price will be as shown on this purchase order or in separate written agreement between the parties.

All materials furnished will be subjected to our inspection and approval.

You warrant that all goods and services covered by this order shall conform to the specifications, drawings, samples or other description upon which this order is based.

All wood packaging material (including pallets) must be compliant with ISPM 15 standards.

Refer to Velvac's supplier quality manual for specific performance requirements.

This order is subject to the terms and conditions on the face and reverse side of this document.

The above Terms and Conditions appear on the front side of Velvac Inc. Purchase Orders, and are in addition to the comprehensive list of Terms and Conditions of Purchase that appear on the back side of the Purchase Order form, which apply to all commercial transactions of Velvac, Inc.



VELVAC

VISIT OUR WEB SITE: www.velvac.com

- IMPORTANT -

2405 S. CALHOUN ROAD
NEW BERLIN, WI 53151-2709
PHONE: 262-786-0700 • FAX: 262-786-7323

PURCHASE ORDER NUMBER

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS
AND CORRESPONDENCE PERTAINING TO THIS PURCHASE ORDER.

REQUISITIONED BY

DELIVER TO

DATE VENDOR NO. STATE TAX EXEMPT VENDOR'S PHONE VENDOR'S FAX

SHIP VIA

TO

- Purchase Order and item numbers must appear on all invoices and packing slips.
- Time is of the essence for delivery of this order; you must ship the goods to arrive on or before the delivery date specified by us or obtain advance approval for any delays.
- All purchase orders must be accepted in writing within 2 work days.
- The price will be as shown on this purchase order or in separate written agreement between the parties. Velvac requires (90) day advance notice of any price changes for items not covered under a separate pricing agreement.
- All materials furnished will be subjected to our inspection and approval.
- You warrant that all goods and services covered by this order shall conform to the specifications, drawings, samples or other description upon which this order is based.
- You warrant that all goods provided on this order are covered by a minimum 12 month warranty at the final customer, or as specified in separate written agreement between our companies.
- All wood packaging material (including pallets) must be compliant with ISPM 15 standards.
- Refer to Velvac's supplier quality manual for specific performance requirements.
- Supplier is responsible for factory and container/product security until the container is delivered to ocean terminal or consolidation/staging facility. Supplier will immediately report any container seal changes and reason for change to Velvac's Purchasing contact.
- The above Terms and Conditions apply to Velvac, Inc. Purchase Orders and are in addition to the comprehensive list of Terms and Conditions of Purchase that appear on the back side of the Purchase Order form, which apply to all commercial transactions of Velvac, Inc.

QUANTITY

ITEM NO.*

VENDOR PART NO. AND DESCRIPTION

UNIT PRICE / EXT.

Velvac, Inc. - Terms and Conditions of Purchase

1. This order is made only on the terms and conditions contained herein and conditioned upon sellers assent to these terms and conditions. Buyer (Velvac, Inc.) expressly objects to all contradictory or additional terms and conditions contained in any acknowledgement, sales confirmation, confirming quotation form, or other correspondence submitted by seller. Seller's commencement of work, shipment, or performance will constitute acceptance of this order without any additional or different terms or conditions.
2. Invoices in duplicate for each shipment must be sent to the buyers accounting department no later than one day following shipment. Shipments must contain packing lists showing order number, part number, description, number of cartons, and pieces. Buyer's count shall be accepted on all shipments provided without packing lists.
3. Title and risk of loss pass to buyer upon delivery at buyer's destination. Damage to goods in transit caused by seller's failure to provide adequate packaging or to use the designated carrier will be charged to seller, and may cause rejection of the goods.
4. The price will be as shown on this order or in separate written agreement between the parties. This order must not be filled at a higher price than last quoted or charged without our specific authorization. Seller warrants that the prices charged Buyer on this order shall be no higher than those charged to other customers for comparable items.
5. Time is of the essence in performance for delivery of this order. We retain the right to cancel the order in whole or in part if seller is unable to deliver on or before the requested delivery date. No acceptance of goods or services after the delivery date will waive our rights with respect to rejecting for late delivery in the future. If seller's acts or omissions result in seller's inability to meet buyer's delivery requirements using the specified transportation method, seller shall ship the goods using a more expeditious method at seller's sole expense. Seller's inability to perform as agreed may result in the need for buyer to cover the rejected or late materials by purchasing from another supplier. In the case where cover results in additional expense to buyer, we retain the right to charge seller's company for all added expenses incurred.
6. We have the right to make changes in drawings, designs, specifications, material, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost or time required for performance, an equitable adjustment shall be made and this agreement modified in writing accordingly.
7. All materials furnished will be subjected to our inspection and approval within (30) days after delivery. Payment shall not constitute acceptance. We reserve the right to reject any goods delivered in excess of the quantity ordered (except for customary variations up to 5% over the quantity ordered). Rejected goods will be held for disposition and returned to seller at seller's expense and risk, and without limiting our other remedies we may charge seller for unpacking, repacking, and reshipping such goods. Seller warrants all goods against hidden defects that appear in storage or use but were not evident during normal inspection for a period of one year. Seller represents all goods ordered hereunder shall be new and not contain any reconditioned or reclaimed parts or materials unless disclosed by Seller and approved by Buyer.
8. Seller warrants that all goods and services covered by this Order shall conform to the specification, drawing, samples or other description upon which this order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects, and manufactured in compliance with all applicable laws. The above warranties shall be an addition to and not in limitation to any other warranties, express, implied or extended by seller. Buyer's remedies include consequential and incidental damages, which shall be cumulative and in addition to any other or further rights or remedies provided by law or equity hereunder. In the event of default of any terms and conditions of this order, seller agrees as part of Buyer's remedy to pay all costs and attorney's fees resulting from such breach.
9. Seller agrees to the terms of Velvac's Suppliers Quality Manual, and will provide documentation of compliance including inspection reports, statistical data, control plans, and environmental/performance testing as required to comply with material specifications.
10. We reserve the right to cancel this order or any part of it at any time prior to shipment. If the event of cancellation, seller shall immediately stop all work hereunder by seller's company or subcontractors, and observe any instruction from us as to work in progress.
11. The seller agrees to defend, protect, and save harmless buyer and his customers and the users of their products against all suits of law, from all damages, claims, demands and judgments.
12. All tools, gauges, dies, fixtures and patterns paid for by the buyer will be properly identified as property of buyer and shall be maintained in workable condition, stored to protect from deterioration, and surrendered to the buyer upon request.
13. The seller will comply with all provisions of executive order 11246 AS amended, the provisions found in 41 C.F.R. Sec. 60-741.4 (Handicapped persons) and sec. 60-250.4 (Veterans), and all relevant rules, regulations, and orders of the secretary of labor.
14. The seller will comply with all applicable provisions of Executive Order 11246 as amended, the provisions found in Sec. 503 of the Rehabilitation Act of 1973 as amended, 38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act as amended, and Executive Order 13496 as amended, and all relevant rules, regulations, and orders of the Secretary of Labor.
15. Any products that may be considered restricted, toxic, or a hazardous substance requires warrant or certificate that the products comply with governmental and safety regulations with regard to packaging, labeling, storage and handling instructions, first aid instructions, etc.
16. This agreement shall be governed and construed according to the laws of the State of Wisconsin and the Uniform Commercial Code.
17. Seller warrants to its knowledge that no (Conflict Minerals), originating in the Democratic Republic of Congo (DRC) and nine adjoining countries (Covered Countries) as defined in Section 1502 of the Dodd-Frank Act are contained in any goods subject to this order. Seller agrees to abide by and take actions to comply with the Dodd-Frank Act, 17 CFR Parts 240 and 249b. Seller agrees to cooperate and work with its sub-suppliers to ensure traceability of Conflict Minerals at least to smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years, and to provide such documentation to Purchaser upon request.