



Storch Products Company, Inc.

Purchase Order Terms & Conditions

- 1. ACCEPTANCE:** The Purchase Order ("Order") shall constitute Buyer's offer to purchase goods, articles, ("Goods") or services according to the terms hereof. Seller shall indicate its acceptance of the Order only by (i) returning an acknowledgment to Buyer; or (ii) commencing any work on Goods covered by this Order; or (iii) shipping any Goods covered by this Order; or (iv) beginning the performance of any service covered by this Order. By accepting this Order, Seller agrees to all the terms and conditions hereof; any acceptance of this Order that proposes additional or different terms shall not operate as a rejection of this Order, but shall be deemed a material alteration hereof and this Order shall be deemed accepted by Seller without such additional or different terms. No change or modification of this Order (including any additional or different terms in Seller's acceptance) shall be binding on Buyer unless agreed to in writing and signed by Buyer's authorized representative.
- 2. QUANTITIES AND PRICES:** The specific quantity ordered for this Order may not be changed without Buyer's permission in writing. Any excess delivered may be returned at Buyer's option and at Seller's risk and expense. Buyer's count shall be accepted as conclusive on all shipments not accompanied by a packing slip. This Order may not be filled at higher prices than appear on the face hereof unless approved by Buyer's authorized representative in writing prior to shipment. Unless otherwise agreed to in writing, prices include charges for boxing, crating, packing, storage and handling. Any applicable federal tax or state or local sales, use or similar tax billed by Seller shall be separately stated and itemized. Unless so separately stated and itemized, no such tax may be included in the amount billed.
- 3. DELIVERY:** Time is of the essence of this Order and deliveries shall be made in both quantities and at times specified by Buyer and failure to do so shall constitute a breach of contract. Should Seller fail to meet delivery requirements set forth in the shipping instructions appearing on the face hereof, including the choice of carrier indicated or otherwise specified by Buyer, Seller shall be liable for any additional costs occasioned by the use of any transportation methods other than those specified in this Order. Buyer without limiting its other remedies, may direct expedited routing and Seller shall pay the extra cost of such expedited routing. Seller shall not deliver any Goods in advance of requested delivery schedule. Buyer reserves the right to reject or return at Seller's risk and expense all Goods shipped in advance of the specified delivery date or in excess of quantities specified in this Order, or to accept and make payment for advance deliveries as though the material was received on the specified delivery dates. Buyer will not be liable for any material or production costs of Seller incurred in excess of the amount necessary to meet Buyer's delivery schedules. All Goods covered by this Order shall be shipped by Seller to Buyer or another location designated by Buyer, F.O.B., as directed on the face of this Order. Seller shall have title to, be responsible for, and bear the risk of loss of Goods delivered hereunder until receipt by Buyer at Buyer's plant. At the time of such receipt, title and risk of loss or damage, except for concealed loss or damage, shall pass to Buyer.

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4. PACKING; TRACEABILITY: All correspondence must include the purchase order number and vendor number. Packing slips indicating contents, parts number or description, purchase order number and vendor number must be enclosed with each shipment. Any transportation charges paid by Seller with respect to which Seller is entitled to reimbursement shall be added to Seller's invoice as a separate item and the receipted freight bill shall be attached thereto. Seller warrants that the packaging of the Goods ordered herein shall be in compliance with all laws relating to packaging of such Goods and shall be adequate for the transit of the Goods undamaged so long as the integrity of the container is maintained.

5. CHANGES: Buyer may, at any time, by written change order, make changes in the quantity, specifications, delivery dates (including temporary suspensions of scheduled shipments) and shipping instructions of this Order. In the event of any such change by Buyer, Seller shall proceed immediately to perform this Order as changed. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of this Order, Buyer and Seller may agree upon an equitable adjustment in the purchase price or delivery schedule or both. Seller shall submit to Buyer any proposed adjustments within ten (10) calendar days of each change order or Buyer's determination of adjustments/ if any, shall be final and binding on seller.

6. STOP WORK ORDER: Buyer may, at any time, by written notice to Seller, require Seller to stop all, or any part of, the work called for by this Order. The notice shall be specifically identified as a stop-work order issued under this paragraph. Upon receipt of the notice, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the notice during the period of work stoppage. If a stop-work order that is issued under this paragraph is cancelled Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Order price, or both, and this Order shall be modified, in writing, accordingly, if (i) the stop-work order results in an increase in the cost of or the time required for the performance of any part of this Order, and (ii) Seller asserts a claim for the adjustment within ten (10) calendar days after the end of the period of work stoppage; provided, that, if Buyer determines that the facts justify the action. Buyer may receive and act upon the claim asserted at any time before final payment under this Order. If a stop-work order is not cancelled and the work covered by the stop-work order is subsequently terminated for the convenience of Buyer, Buyer shall allow reasonable costs resulting from the stop-work order in arriving at an equitable adjustment pursuant to paragraph 14.

7. WARRANTIES: Seller expressly warrants to Buyer, its successors, customers, and users of its products that any Goods covered by this Order will conform to the specifications, drawings, samples, or other description furnished or specified by Buyer, will be of good material and workmanship and free from defects in material and workmanship, and where design is Seller's responsibility, be free from defects in design and be fit for the purpose intended. Seller also warrants that such Goods will be merchantable and fit and sufficient for the purpose intended and will perform in accordance with Buyer's requirements and in accordance with Seller's representations. Seller further expressly warrants to Buyer, its successors, customers, and users of

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its product that any services covered by this Order will conform to the specifications, drawings or other description furnished or specified by Buyer, will be done in a workmanlike manner and in accordance with industry standards and will be free from defects in workmanship. Seller also warrants that such services will be fit and sufficient for the purpose intended and will perform in accordance with Buyer's requirements for such performance and in accordance with Seller's representations. Seller warrants Buyer will receive title to the Goods free and clear from any liens or encumbrances. Buyer may reject any Goods or services that are not in accordance with these warranties and, at Buyer's option, require correction or replacement without cost to Buyer. Buyer may return to Seller, at Seller's sole risk and expense (including inbound and outbound transportation charges), any Goods or services so rejected. If Buyer does not require Seller to correct or replace the rejected Goods or services, Seller shall promptly credit or pay to Buyer at Buyer's election, the purchase price of the rejected Goods or services (including any tax Buyer may have paid on such Goods or services). Seller may not correct or replace any rejected Goods or services unless expressly directed by Buyer in writing. Buyer's approval of Seller's design, material, process, drawing, specifications, or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall waiver by Buyer of any drawing or specification requirement for one or more Good constitute a waiver of any such requirements for the remaining Goods to be delivered hereunder unless so stated by Buyer in writing. The warranties provided in this paragraph shall be in addition to those implied or available at law and shall exist notwithstanding the acceptance by Buyer of all or part of the Goods to which such warranties are applicable.

8. INDEMNIFICATION: Seller agrees to indemnify Buyer, its agents and employees and anyone selling or using any of Buyer's products, and to hold each of them forever harmless from and against all suits administrative proceedings, claims, damages, judgments, liabilities, interest, attorney's fees, costs and expenses of any kind or nature whatsoever, whether arising before or after completion of the delivery and installation of the Goods covered by this Order, and in any manner directly or indirectly caused, occasioned or contributed to or claimed to be caused or contributed to by reason of acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of their Order or negligence, whether active or passive, of Seller, or of anyone acting under its direction or on its behalf in connection with the Goods or services furnished by Seller to Buyer under this Order. No persons employed by Seller, or its subcontractors and vendors, in connection with the furnishing of the Goods or services ordered hereunder shall be held or construed to be the employees of Buyer under the provisions of any Federal, state or local Worker's Compensation or Unemployment Compensation Act or any other law, regulation, ruling or order; Seller agrees to indemnify and save Buyer harmless from all taxes, contributions or assessments imposed by any such act, law, regulation, ruling or order upon the "employer" with respect to persons employed by Seller, or its subcontractors and vendors, in the manufacture or furnishing of such Goods or services.

9. PATENT INDEMNIFICATION: Excepting only when the Goods conform to specifications provided by Buyer, Seller warrants that the sale and/or use of the Goods ordered herein will not infringe or contribute to the infringement of any United States or foreign patent. Seller agrees to save Buyer, its agents, customers, and users of its product harmless from all loss,

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damage and liability incurred on account of any infringement or alleged infringement of a patent arising out of the manufacture, sale or use of such Goods by Seller, Buyer, Buyer's agents or customers, or users of its product; Seller shall at its own expense defend all claims, suits and actions against Buyer, its agents or customers, or users of its product, in which any such infringement is alleged. Buyer shall save Seller harmless from all loss, damage or liability which may be incurred on account of any infringement or alleged infringement of a patent arising out of the manufacture by or for Seller of Goods to detail designs developed and furnished by Buyer. Buyer and each of the parties sued shall have the right to employ counsel of their choice on their own behalf, who shall have the right to participate in the defense of such suit and whose fees shall be paid by Seller.

10. QUALITY ASSURANCE: Seller agrees to permit Buyer to review Seller's procedures, practices, processes and related documents to determine their acceptability Buyer. This requirement is in addition to any special quality assurance provisions which may be incorporated elsewhere in this Order. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of this Order and for such longer period and in such manner as may be specified by Buyer.

11. INSPECTION: All Goods shall be received subject to Buyer's rights of inspection and rejection. If rejected, Goods will be held for disposition at the expense and risk of Seller. No Goods returned as defective are to be replaced without a formal replace order. Notwithstanding the foregoing, if Goods received are defective, and supply or timing does not permit return or replacement, Buyer shall have the option, following notification to Seller, to rework such Goods at Seller's expense. Payment for Goods covered by this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any inspection or count by Buyer and all claims that Buyer may have against Seller. Acceptance of Goods by Buyer after inspection shall not release or discharge Seller's liability for damages or other legal remedy for breach of promise or warranty, expressed or implied, with respect to such Goods. All items (including but not limited to raw materials, components, and end products) or services (including but not limited to engineering and design or development work) shall comply with all applicable specifications and shall be subject to inspection and test by Buyer, to the extent practicable, at all times and places including the time and place of manufacture. If any inspection or test is made on the premises of Seller or its supplier, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. No inspection or test made prior to final inspection and acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of this Order. Failure to inspect and accept or reject Goods or services shall neither relieve Seller from responsibility for such Goods or services as are not in accordance with this Order's requirements nor impose liabilities on Buyer therefor. Buyer may charge back to Seller any additional costs of inspection and test if materials, work, or supplies are not ready at the time such inspection and test is requested by Seller. All Goods are subject to final inspection and acceptance by Buyer at the destination, notwithstanding any payment or prior inspection at the source. Final inspection and acceptance of Goods shall be made by Buyer after delivery, expiration of consignment period, or as otherwise

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indicated in this Order and shall be conclusive except with respect to latent defects, fraud, such gross mistakes that amount to fraud, and Seller's warranty obligations as defined herein. Buyer shall notify Seller if any Goods delivered hereunder are rejected, and such Goods shall be held by Buyer or returned to Seller at Seller's risk and expense. In case of rejection, neither Buyer nor its customer shall be liable for any reduction in value of samples used in connection with such inspection or test. When Buyer discovers discrepancies for which Seller is responsible, Buyer may forward a request for corrective action to Seller for action and response. Seller's response shall be promptly returned to Buyer and shall include the causes of the discrepancy(s), the action(s) taken to prevent recurrence, and the effective point of the action by its serial number or date.

12. RESPONSE TO EXCESSIVE DEFECTS: If Buyer determines that a defect exists in Goods delivered under this Order, and if Buyer determines that the same or similar defect has occurred in Goods delivered up to the date of determination of such defect, Seller shall, at its sole expense, inspect, remedy, and/or replace all Goods or shall cause to be inspected, remedied, and/or replaced all Goods in which said defect has occurred or may have occurred. Seller shall reimburse Buyer for all expenses incurred or sustained by Buyer, both direct and indirect, attendant to a recall or retrofit of Buyer's products which incorporate the Goods when such a recall or retrofit is caused by Seller's Goods, including in addition to all other damages recoverable under the Uniform Commercial Code, all losses of profits or damage to goodwill or reputation.

13. WORK ON BUYER'S PROPERTY: In addition to other terms contained herein, if this Order requires Seller to perform any services upon property (real or personal) owned or controlled by Buyer, Seller agrees: (i) that all liens are released and that Seller shall furnish to Buyer, as a condition precedent to final payment, a complete release of all liens, together with a certificate by Seller that the release contains the signatures of all those who performed services or furnished materials under this Order; (ii) to indemnify and hold Buyer harmless against all liability, claims, damage and expense on account of personal injury (including death) or damage to property arising out of or in any way connected with the performance of services pursuant to this Order, whether or not the negligence of Buyer was a contributing cause of such personal injury or damage; (iii) to provide Worker's Compensation and Employer's Liability insurance protection for all of the employees of Seller or Seller's subcontractors engaged in the performance of services pursuant to this Order, such insurance to be the sole expense of Seller or Seller's subcontractor, as the case may be; and (iv) to procure and maintain in force at all times during the performance of services pursuant to this Order such insurance coverages as provided by law to Buyer.

14. TERMINATION AT BUYER'S OPTION: Buyer may terminate this Order, in whole or in part, without cause, by delivering to Seller a written notice of termination specifying the Goods or services terminated and the effective date thereof. In such event, Buyer and Seller shall agree upon an equitable adjustment of the Order price, provided that (i) such adjustment shall not exceed the total Order price less the sum (a) amounts previously paid hereunder, and (b) the contract price of work not terminated; (ii) no amount will be allowed for anticipated profit for performance not rendered; (iii) Seller's written intent to file a claim for adjustment is received within ten(10) working days from the effective date of termination; and (iv) Seller's claim for adjustment is

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received within thirty (30) calendar days from the effective date of termination. Seller's claim for adjustment shall be submitted to Buyer in the form and manner specified in the notice of termination. After receipt of a notice of termination and except as otherwise directed by Buyer, Seller shall (i) stop work under this Order on the date and to the extent specified in the notice of termination; (ii) place no further orders for materials, services or facilities except as may be necessary for completion of such portions of work under this Order as may not be terminated; (iii) terminate all orders to the extent that they relate to the performance of any work terminated by the notice of termination; (iv) assign to Buyer, in the manner and to the extent directed by Buyer, all of the right, title and interest of Seller under any order(s) so terminated; (v) settle all outstanding liabilities and all claims arising out of such termination of orders, subject to the approval or ratification of Buyer to the extent Buyer may require, which approval or ratification shall be final for all the purposes of this provision; (vi) transfer title to and deliver in the manner, to the extent, and at the times directed by Buyer, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination, and the completed or partially completed plans, drawings, information, and other property which, if this Order had been completed, would be required to be furnished to Buyer; (vii) use Seller's best efforts to sell in the manner, to the extent, and at the time, and at the price or prices directed or authorized by Buyer, any property of the types referred to in (vi) above, provided that the proceeds of any such sale shall be applied in reduction of any payments to be made by Buyer to Seller under this Order or shall otherwise be credited to the price or cost of the work covered by this Order or paid in such other manner as Buyer may direct; (viii) complete performance of such part of the work as shall not have been terminated by the notice of termination; and (ix) take such action as may be necessary or as Buyer may direct for protection and preservation of the property related to this Order which is in the possession of Seller and in which Buyer has or may acquire an interest. In no event shall Buyer be liable for anticipated profits, engineering costs, facilities and equipment rearrangement costs or rentals, or for incidental or consequential damages, or for damages due to negligence. Notwithstanding the issuance by Buyer of a notice of termination hereunder, any right of Buyer based on prior breach of performance by Seller shall survive. Buyer's right of termination pursuant to this paragraph is in addition to and not in derogation of Buyer's rights under paragraph 15 hereof.

15. CANCELLATION FOR DEFAULT: If Seller fails (i) to deliver Goods or to perform services at the time specified herein or any extension thereof authorized by Buyer in writing, (ii) to make progress, so as to endanger performance of this Order; or (iii) to comply with any other provision of this Order, and does cure such failure within a period of ten (10) days (or such shorter period as is commercially reasonable under the circumstances, or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure, Buyer may by written notice of default to Seller cancel the whole or any part of the Goods and services ordered without liability except for completed services and accepted Goods. Buyer may purchase goods and services in substitution of those so cancelled and Seller shall pay Buyer any increase in cost incurred by Buyer above the Order price. If this Order is terminated before default, Buyer may require Seller to transfer the title to and deliver to Buyer, as directed by Buyer, any (i) completed supplies, and (ii) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans,

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drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this paragraph) that Seller has specifically produced or acquired for the terminated portion of this Order. Upon the direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest. Buyer shall pay the Order price for completed Goods delivered and accepted. Seller and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of such property. Failure to agree will be deemed a dispute and settled in accordance with paragraph 23. Buyer may withhold from these amounts any sum Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders and Buyer's estimate of excess re-procurement cost due Buyer. If, after notice of default under this paragraph, it is determined that Seller was not in default, work affected by the cancellation shall be deemed terminated pursuant to paragraph 14 above and the rights and obligations of the parties shall be governed by such paragraph.

16. ASSIGNMENT; SUBCONTRACTING: Neither this Order nor any interest herein nor any claim hereunder shall be assigned, nor any work hereunder subcontracted by Seller, either voluntarily or by operation of law, without the prior written consent of Buyer. No such consent shall be deemed to relieve Seller of its obligations to comply fully with the requirements of this Order. In the event Seller enters into proceedings relating to insolvency, makes assignments for the benefit of creditors, is placed in receivership by a state court, or files or institutes voluntary bankruptcy proceedings, or Seller's creditors institute an involuntary bankruptcy, or Seller is adjudicated bankrupt under the Bankruptcy Laws of the United States, Seller will advise Buyer in writing and identify the time of filing, the location of the court, and the case number. Buyer will then have the right to terminate this Order for default at no cost to Buyer. The rights and remedies of Buyer in this paragraph are in addition to any other rights and remedies provided by law or under this Order.

17. BUYER'S PROPERTY; SCRAP: Unless otherwise agreed in writing, all supplies, materials, samples, prototypes, tooling, dies and other equipment of every description furnished or paid for by Buyer or Buyer's customer ("Buyer's Property") shall become and remain the property of Buyer, or Buyer's customer, as the case may be; unless Buyer instructs otherwise, such property shall be deemed the property of Buyer. Buyer's Property may only be used for the purposes specified in this Order and under no circumstances shall Buyer's property or any scrap generated during the course of performance of this Order be used, diverted or sold to third parties or used to produce or manufacture Goods other than those required hereunder without prior written authorization from Buyer; Seller shall not sell or dispose of as scrap or otherwise any completed or partially completed or defective Goods without defacing or rendering such Goods unsuitable for further use other than recycling. Buyer does not guarantee the accuracy of any tooling or dies or the availability or suitability of any supplies or material furnished by it. Seller agrees to check and approve all Buyer's Property supplied under this Order prior to using it. Seller shall assume all risk of death or injury to persons or damage to property arising from Buyer's Property. Buyer's Property shall be deemed to be personalty and shall at all times be properly stored and maintained by Seller on its premises, separate and apart from Seller's property or the property of any third

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party; Buyer's Property shall be marked by Seller in the manner directed on the face of this Order, including attachment of Buyer's asset tag if so directed. Seller agrees to execute UCC financing statements or such other documents as Buyer may reasonably require with respect to such property; Seller hereby authorizes Buyer to execute any such statements or documents on Seller's behalf. Seller shall bear the risk of loss of or damage to such property and shall at its expense insure all such property for the replacement value thereof against loss or damage of any kind, with loss payable to Buyer. Immediately, upon Buyer's request, such property shall be properly prepared for shipment as specified by Buyer, and delivered in good condition, except for normal wear and tear, F.O.B., Seller's plant, to Buyer. Seller acknowledges that Buyer's Property is unique and proprietary and that monetary damages will be inadequate to compensate Buyer for Seller's breach of this paragraph. The parties agree that, in addition to any other remedies available to Buyer under this Order, or at law or in equity, Buyer will be entitled to injunctive relief to enforce the terms of this paragraph.

18. CONFIDENTIAL INFORMATION: Seller shall protect as proprietary and keep confidential all information, including but not limited to designs, processes, drawings, specifications, reports, data, and other technical or business information, whether contained in tangible or electronic media, and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Seller by Buyer ("Information"). Unless otherwise provided herein or authorized by Buyer in writing, Seller shall use information and features thereof only in the performance of this Order. Seller shall disclose information only to its own employees to the extent necessary for the production of Goods described in this Order. Upon completion or termination of this Order, Seller shall, at Seller's expense, make such disposition of all information as is required herein or as may subsequently be directed by Buyer. In all subcontracts for performance of work related to this Order, Seller shall include provisions which provide Buyer the same rights and protections as provided hereunder. Unless Seller has written authorization from Buyer, Seller agrees not to disclose information by furnishing it in any way to any other person, firm, or corporation for any purpose, including without limitation the design or manufacture of Goods, and further agrees that Seller shall not itself use information for the design or manufacture of Goods for any third party. Nothing in this Order shall be construed as granting Seller any license for any purpose under any patent or industrial property right of Buyer or any other rights except those required to effectuate the purposes of this Order. Seller acknowledges that Buyer's information is unique and proprietary and that monetary damages will be inadequate to compensate Buyer for Seller's breach of this provision. The parties agree that, in addition to any other remedies available to Buyer under this Order or at law or in equity, Buyer will be entitled to injunctive relief to enforce the terms of this paragraph.

19. RIGHTS TO INVENTIONS: Seller agrees that all designs, inventions, and innovations made in the course of filing this Order shall be disclosed to and become the sole property of Buyer. Seller shall execute or obtain the execution of all such papers, including patent applications and assignments, and shall perform all necessary acts, to perform ownership of such designs, inventions and innovations in Buyer, at no cost or expense to Seller. Seller waives all claims

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against Buyer and its customers for any liability with respect to rights, patent or otherwise, which Seller may have or obtain, by reason of any use which may be made of the designs, inventions or innovations hereunder.

20. SETOFF AND WITHHOLDING: Buyer may set off any amount due from Seller, whether or not under this Order, against any amount due Seller hereunder. Buyer may withhold from payment to Seller an amount sufficient to reimburse Buyer for any loss, damage, expense, cost, or liability relating to Seller's alleged or actual failure to comply with any requirements of this Order.

21. DELAY: Time is of the essence in performing this Order. Should Seller experience or anticipate any delay in performing this Order, Seller shall immediately notify Buyer of such delay, its expected duration, and the reasons therefor. Neither such notification nor acknowledgment by Buyer shall constitute a waiver of this Order's delivery schedule. The delivery schedule shall not be modified unless the parties do so in writing signed by all authorized representatives of Buyer. If any delay caused by Seller results in the need for premium transportation as determined by Buyer, Seller shall ship via premium transportation and the additional costs for the premium transportation shall be the sole responsibility of Seller. Seller shall also be liable for any direct or consequential damages resulting from any delay caused by it.

22. REMEDIES; TIME FOR CLAIMS: The individual remedies reserved in this Order shall be cumulative and additional to any other or further remedies provided in law or equity or in this Order. No waiver of any breach of any provision of this Order shall constitute a waiver of any other breach, or of such provision. Any claim by Seller under this Order that is not asserted within six (6) months from the date the same accrues shall be forever barred.

23. APPLICABLE LAW AND VENUE: All questions concerning the validity, interpretation or performance of this Order or any terms or provisions hereof or any rights or obligations of the parties hereunder shall be resolved in accordance with the laws of Michigan. Both Buyer and Seller hereby submit themselves in any lawsuit involving this Order to the sole and exclusive jurisdiction and venue of either (i) the court of general jurisdiction of Livonia, Michigan or (ii) the United States District Court for the Eastern District of Michigan. The United Nations Convention on Contracts for the International Sale of Goods will not apply and is expressly excluded.

24. COMPLIANCE WITH LAWS: Seller represents that the Goods covered by this Order, together with their containers and other packaging, have been manufactured in accordance with the requirements of all applicable federal, state and local laws, rules and regulations, including but not limited to laws with respect to protection of the environment. Seller further agrees to furnish Buyer, upon request, a certificate attesting to such compliance in such form as Buyer may require. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense, including lost profit, attorneys' fees, and court costs, for any failure or alleged failure of Seller to

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comply with these requirements. Failure of Seller to honor this commitment may, at Buyer's option, result in termination of this Order in accordance with paragraph 15.

25. 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 Goods herein mentioned or use any trademarks of Buyer in Seller's advertising or promotional materials.

26. NOTICES: All notices, consents, requests, instructions, approvals, and other communications provided for herein shall be validly given, made, or served, if in writing and delivered personally, by email, or mailed by express carrier addressed (i) if to Buyer, to Buyer at the address shown on the face of this Order, or (ii) if to Seller, to the address shown on the face of this Order, or such other address and to the attention of such other person as either party may from time to time designate to the other by notice.

27. COMPLETE AGREEMENT; AMENDMENTS: This Order shall supersede all prior understandings, transactions, and communications whether oral or written, pertaining to the subject matter hereof. The terms and conditions appearing on this Order, together with any written instructions issued hereunder, constitute the complete and final agreement between Buyer and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon Buyer unless made in writing, dated subsequently and signed by Buyer's authorized representative. Each shipment received by Buyer from Seller or service performed by Seller shall be deemed to be only upon the terms and conditions contained in this Order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other form of Seller and notwithstanding Buyer's accepting and paying for any Goods or services, or any similar act of Buyer or any course of prior dealings not specifically incorporated herein.

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