



For:	Supreme Machined Products Co., Inc. Standard Purchase Order Terms and Conditions				
FM:	MPR FM 10	Revision:	B	Dated:	11/9/2015
Note:	Terms and conditions on the Purchase Orders submitted may vary from these standards.				

ACCEPTANCE Acceptance should be made by signing and returning at once. Shipment of any part of this order, however, will constitute acceptance by Seller. This order shall be construed in accordance with the laws of Michigan. Any additions to, changes in, modifications of, or revisions of this PO which Seller proposes are deemed rejected by Buyer unless accepted in writing by an authorized employee of Buyer.

DELIVERY Goods shall be delivered to our plant at Spring Lake, Michigan. Time is of the essence and we shall have the right to terminate without liability for Seller's delay or failure to deliver in accordance with the delivery schedule established in this order. Seller shall not be liable for damages, however, resulting from delays beyond its reasonable control. Buyer may change the delivery schedule and temporarily suspend deliveries without entitling Seller to a price adjustment or other compensation if Buyer's customers' requirements change. Buyer is not required to inspect incoming goods.

CHANGES IN ORDER We shall have the right to change specifications and delivery dates. Seller will promptly implement all such changes. The price will be equitably adjusted if required by these changes but no such adjustment shall be made without our prior written authorization.

SELLER'S WARRANTY Seller warrants that all goods supplied hereunder will conform to current specifications, drawings, samples or other description furnished by us, are merchantable, manufactured with good material and workmanship, free from defect and fit and sufficient for the purpose intended by Buyer and its customer. If any goods are reasonably determined to fail to conform to the warranties made herein, Seller shall reimburse Buyer for all reasonable losses, costs and damages caused by such nonconforming goods including but not limited to those associated with product recalls. Buyer's rights and remedies are cumulative. Buyer may set off any damages, costs and loss amounts from any sums that are or will become due and owing Seller. Buyer shall be entitled to specific performance and injunctive relief as a remedy for breach of this Purchase Order.

PRICES Unless otherwise specified, prices are f.o.b. our plant, Spring Lake, Michigan; will be invoiced as set forth herein or as being quoted on date of shipment, whichever is lower; and include all customs duties and sales, use, excise, retailer's occupation and/or other tax payable by reason of this transaction.

REJECTION OF GOODS We shall have the right but not the duty to inspect goods supplied hereunder and to reject any or all of said goods which are in our judgment defective. Goods so rejected and goods supplied in excess of quantities called for herein will be returned to Seller and its expense. Supreme reserves the option to charge back to the seller any cost incurred for sorting and/or reworking of the non-conforming parts if they must be used to meet Supremes' customer requirements.

TERMINATION In addition to our remedy for delay in delivery, we shall have the right to terminate this order in whole or in part, without cause, upon notice in writing to the Seller. Seller shall thereupon as directed cease work and deliver to us all completed and partially completed goods or materials and work in process, and we shall pay to Seller the following, which in no event shall exceed the total price provided for said goods:

(a) The price provided for in the order for all goods which have been completed prior to termination and which are accepted by us.



For:	Supreme Machined Products Co., Inc. Standard Purchase Order Terms and Conditions				
FM:	MPR FM 10	Revision:	B	Dated:	11/9/2015
Note:	Terms and conditions on the Purchase Orders submitted may vary from these standards.				

(b) The actual expenditure on the uncompleted portion of the order including reasonable cancellation charges paid by Seller on account of commitments made under the order.

The provisions of this paragraph constitute Seller's sole and exclusive remedy from Buyer in event of termination.

PACKING LISTS Each shipment must be accompanied by a packing list showing purchase order number, exact quantity, Supreme's part number and description of material shipped

INDEMNITY Seller will defend, hold harmless and indemnify Buyer and its customers and their successors and assigns against any claims of infringement or misuse of a trade secret and any claims to recover for personal injury, death, property damage or economic loss caused by any of the goods or services provided by Seller and against all resulting damages and expenses including attorney and other professional fees relating to the goods or services covered by this Purchase Order. Seller waives any claims that such infringement arose out of Buyer's specification.

COMPLIANCE WITH LAWS Seller warrants that all goods called for herein have been produced in compliance with all federal and state laws and regulations established thereunder pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods and that all goods and services provided by Seller comply with all applicable federal, state and local laws, rules and regulations.

SUBCONTRACTS Seller shall not subcontract all or any of the work called for in this order without our express written consent.

MODIFICATION OF CONDITIONS The terms and conditions set forth herein shall not be modified or waived unless we expressly consent in writing thereto.

QUALITY Seller will participate in Buyer's and its customer's Quality programs and comply with all validation procedures and part approval processes. Seller will permit Buyer and its customer to inspect Seller's facilities, equipment, work in process and audit Seller's records and other items related to this Purchase Order. No such inspection will constitute acceptance of any goods, procedures or processes.

CERTIFICATION Certification Required with Shipment of any Raw material, Subcontracted services, or components as part of or impacting the form, fit, or function of a Supreme manufactured part.*It is the responsibility of the Supplier to provide certified product to Supreme Machined Products based on Customer Print, and or, any other specifications or revision levels specified on the purchase agreement.*