

## **MNP CORPORATION PURCHASE ORDER, TERMS AND CONDITIONS**

1. Seller will arrange and pay for, as requested, transportation of the goods by common carrier to the MNP Corporation or its divisions.
2. Seller will give notice to MNP Corporation as soon as the goods are ready for delivery and identification of the goods under Section 2-501 of the Uniform Commercial Code will take place at that time. Risk of loss shall not pass to Purchaser until receipt and acceptance of tendered goods. Title to the goods shall remain with the Seller until the Buyer actually receives the goods.
3. Unless otherwise specified, goods required under this contract shall be in a single lot.
4. Buyer shall have the right to inspect the goods upon tender by the Seller and prior to payment and acceptance. Buyer shall have the opportunity at the time and place of inspection, to run adequate tests to determine whether the goods tendered conform to specifications of this contract. If upon inspection Buyer determines that the goods do not conform to the description of the contract, Buyer shall have the right to preserve and keep a small sample of the goods tendered for the purposes of having evidence of the tendered goods' kind and quality. Other non-conforming goods which are rejected shall be returned to Seller at Seller's cost.
5. Time is of the essence in this contract.
6. Any agreement based on this order can only be modified or rescinded in writing signed by both of the parties.
7. This order may be accepted only by signing one copy of the order and returning it to Buyer so that it will be received within ten (10) days of the date of this order. Shipment of the goods shall not constitute acceptance. Buyer reserves the right to revoke this order at any time before acceptance.
8. Acceptance of this order must be made on its exact terms and if any additional or different terms are proposed by the Seller, its response shall constitute a counteroffer.
9. Procurement of all import permits and licenses and the payment of United States import duties and customs' fees shall be the sole responsibility of the Seller.
10. If the goods are not shipped in accordance with Buyer's direction and the instructions set out in this order, Seller shall pay to Buyer any excess cost occasioned it thereby.
11. PURCHASE ORDER NUMBER must be shown on each packing slip and invoice.
12. If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or charged without Buyer's specific authorization.
13. No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.
14. Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk. Buyer may, and at Seller's direction shall, return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.
15. Unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials nor fabricate in advance of time necessary to permit shipment on delivery dates.
16. If Seller shall fail or refuse to proceed with this order, or if Seller shall fail to make delivery, or Buyer to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of this order unless the delay is an excusable delay as hereinafter defined. An excusable delay shall not constitute a default hereunder. The term "excusable delay" as used in this paragraph means any delay in making or accepting deliveries which result without fault or negligence on the part of the party involved and which is due to causes beyond its control, including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government, acts of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. Each party shall promptly notify the other of any such delay and the cause thereof.
17. Seller expressly warrants that all materials and articles covered by this order or other description or specification furnished by Buyer shall be in exact accordance with such order, description or specification and free from defects in material and/or workmanship and merchantable, and shall conform to any warranties which arise by implication by law or by the conduct of the parties. Such warranties shall survive delivery, and shall not be deemed waived either by reason of Buyer's acceptance of said materials or articles or by payment for them. Any deviations from the order or specifications furnished hereunder, or any disclaimers, exclusions or modifications of any warranties, expressed or implied, shall not be a part of this contract unless specifically agreed to in writing by Buyer's purchasing department.
18. Buyer shall have all the remedies available at law or in equity. No modification or limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Buyer.
19. Seller, in the performance of this order, shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and all other Federal, state and local laws, including all environmental and ethical laws and regulations, in effect in such form as Buyer may from time to time require.
20. This contract shall be construed under the laws of Michigan.



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## **Supplier/Contractor EMS Requirements**

Acceptance of this purchase order acknowledges that the supplier or contractor has read and agrees to comply with the Supplier/Contractor Requirements of the MNP Environmental Management System as outlined below.

While at an MNP facility, all contractors, suppliers and their employees shall comply with all applicable federal, state and local environmental regulations. Suppliers and contractors are responsible for ensuring that their personnel are fully qualified and aware of their responsibilities while at an MNP facility.

Supplier and contractor employees shall use proper equipment and safety devices, including personal protective equipment and shall operate in a manner that will prevent accidents and/or negative environmental impacts.

Suppliers and contractors shall supply to the environmental quality department, a Material Safety Data Sheet for any substance intended for use at the facility prior to bringing the substance into an MNP facility.

Suppliers and contractors shall be responsible for the use, care and removal of all materials, equipment or other items brought on site, as well as any wastes that they may create. Wastes created by a supplier/contractor may not be left at an MNP facility unless prior arrangements are made with the facilities/plant manager or the environmental quality department. The supplier/contractor will be responsible for disposal costs for all wastes left at an MNP facility.

Suppliers and contractors shall take all necessary precautions to prevent spills, emissions, or discharges to the environment. If a spill or release does occur, the supplier/contractor must immediately notify the facilities/plant manager or the environmental quality department.

Suppliers and contractors shall read and abide by the MNP Environmental Policy as shown below.

### **MNP Environmental Policy**

MNP has established a published policy for its Environmental Management System in the Environmental Policy Manual. The system, or EMS, is designed to ensure that we have policies and procedures that enable us to comply with the environmental requirements of local and state laws, customers, other interested parties, and ISO 14001; and that it not only keeps pace with the size of our company, but also continues to be appropriate to the things we do and the things we make.

Our policy is to ensure our EMS System:

1. Is appropriate to the nature, scale, and environmental impacts of our activities, products and services.
2. Includes commitments to continual improvement and prevention of pollution.
3. Provides a framework for setting and reviewing environmental objectives and targets.
4. Is documented, implemented, maintained, and communicated to all employees.
5. Is available to the public.