



STANDARD TERMS AND CONDITIONS OF PURCHASE

- (1) **Contract Terms:** This purchase order is an offer to purchase materials or services upon the terms and conditions stated herein. Any proposal for additional or different terms shall not be binding upon buyer. If for any reason this order shall be deemed an acceptance of a prior offer made by the seller, such acceptance is expressly conditioned upon seller's agreement to the terms contained herein. Buyer will proceed with this transaction only if seller assents to the terms contained in this order.
- (2) **Warranties:** Seller expressly warrants that the products it sells to Buyer: (i) comply with all applicable laws; (ii) are new, merchantable quality and free of defects in workmanship and materials; (iii) conform to any and all final specifications requested of Seller and are fit and sufficient for the purpose(s) for which they were sold; (iv) do not infringe the patent, copyright, trademark or trade secret rights of any person; (v) will be sold to Buyer at prices which are no higher than those charged by Seller to other purchasers; and (vi) are free of all liens, claims, or encumbrances. Seller shall compensate, indemnify and hold harmless from and against any and all damages, claims, liabilities, and expenses (including court costs and attorneys' fees) arising out of or relating to or resulting from a breach of any warranty.
- (3) **Manufacturing:** If any of the products covered by this agreement are to be manufactured in accordance with drawing and/or specifications provided by buyer (the "specifications"), Seller shall manufacture the products in conformance with RoHS and REACH standards. Seller must inform the Buyer if the products do not conform to these standards.
- (4) **Manufacturing Changes:** Seller shall notify Buyer in writing of any changes it plans to make in raw materials or their suppliers or in its manufacturing procedures or processes which may affect form, fit, or function. They must be submitted along with a written change notice, for our approval. Your change notice must include your affected part number, date of implementation and reason for change. This change notice must be sent to us a minimum of ninety (90) calendar days in advance of the proposed implementation date. We then have (15) days to respond to you with approval of the change, disapproval of the change or a request for sample evaluation by us.
- (5) **Inspection and Acceptance:** Buyer shall have a reasonable time to inspect the material upon delivery, and the materials may be rejected for defects revealed by such inspection. Payment of goods shall not constitute acceptance of such goods. Rejected materials may be returned to Seller for full refund, including any transportation charges paid by the Buyer.
- (6) **Time of Delivery:** Time is of essence with respect to the specified delivery date.
- (7) **Premium Freight Charges:** Premium Freight charges due to errors in the description of freight or freight terminology, routing, or overdue or partial shipments (not including those authorized) will be charged back to the seller.
- (8) **Insurance:** Upon request from Buyer, Seller shall furnish to Buyer an insurance carrier's certificate showing the Seller has adequate Workmen's Compensation, Public Liability (including product liability) and Property Damage insurance coverage.
- (9) **Force Majeure:** Buyer reserves the right to cancel all or any part of this order which has not actually been shipped by seller, in the event Buyer's business is interrupted because of strikes, labor disturbances, fires, act of God, or any other cause beyond the reasonable control of the Buyer.
- (10) **Taxes:** The price stated on the Purchase Order shall include any and all taxes and other governmental charges, now imposed or hereafter becoming effective, upon the production, sale, shipment or use of the materials and Seller shall pay and discharge all such taxes and charges without reimbursement from the Buyer.
- (11) **Confidentiality:** All information contained in any drawings, blueprints, specifications, samples, purchase commitments, and other material submitted by Buyer to Seller is exclusively proprietary to Buyer and shall be returned to Buyer upon request or upon completion, termination, or cancellation of this Purchase Order. Seller shall keep all such information confidential and shall sell, provide or disclose the information to any other party. Seller shall not sell, provide or disclose the product it sells to MPE to any other party.
- (12) **Safety Data Sheets:** Seller shall provide Buyer with complete and accurate Safety Data Sheets (SDS) for the Products and such additional information as is necessary for the safe handling and use of the Products. Seller agrees that Buyer may rely upon the information provided by Seller when informing its employees and customers about the risks associated with the Products and the safe handling and use of the Products.
- (13) **Choice of Forum:** The rights of all parties shall be governed by the laws of the State of Wisconsin. The parties hereby consent to personal jurisdiction in the federal or state court located in Milwaukee County, Wisconsin.
- (14) **Regulatory Obligations:** The Seller is subject to FDA inspection as a manufacturer of products for medical devices distributed by the Buyer per 21 CFR Part 820. All records related to the manufacturing of such products must be stored to minimize deterioration and prevent loss. Records shall be readily available for review during FDA inspection and retained for a period equivalent to the expected life of the product, no less than 2 years from the date of release for distribution by the Buyer.
- (15) **Supersede:** These terms and conditions supersede all prior terms and conditions for MPE purchases