

# Supplier Purchase Order Terms and Conditions

**Sellers Acceptance:** Seller's commencement of work on goods or shipment of goods subject to this Purchase Order shall be deemed acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to the terms contained herein. These terms may not be modified or amended without the express written consent of Premier Thermal Solutions, LLC and its affiliates and subsidiaries ("Premier Thermal"). If written rejection of this Purchase Order is not received by Premier Thermal within three (3) days of transmittal of this Purchase Order, this Purchase Order will be deemed accepted by Seller. Once accepted, the Seller must comply 100% with quantity, quality, and delivery times contained herein or be subject to penalties.

**Electronic/Facsimile:** If this Purchase Order is transmitted by fax, email or other electronic means by an authorized representative of Premier Thermal, such transmission shall represent a fully executed original delivered to Seller.

**Entire Agreement:** This Purchase Order and any documents referred to on the face hereof, constitute the entire Purchase Order.

**Shipment:** The mode, manner and timing of Seller's delivery requirements are set forth on the PO. If delivery is not made by the date indicated on this Purchase Order, Premier Thermal may, in addition to all other rights and remedies it may have, cancel its order without any liability. If other shipment means are required to meet the indicated delivery date, any and all additional transportation costs shall be paid by the Seller.

**Changes:** Premier Thermal shall have the right at any time to make changes to this Purchase Order by written notice to the Seller, and Seller agrees to comply with noted changes. If the changes requested result in a material increase or decrease in cost, the Seller shall so notify Premier Thermal, and the parties agree to negotiate in good faith for an equitable adjustment to the purchase price.

**Pricing:** The price stated on this Purchase Order shall include all charges for packaging, boxing, special handling, FOB Premier Thermal destination. The pricing shall also include the cost of properly disposing of all waste materials including fluids and oils.

**Delivery and Risk of Loss:** Delivery shall be FOB Premier Thermal destination unless otherwise specified on the face of the order. Each invoice shall show shipping charges as a separate line item. Delivery is not complete until the goods have been received and inspected by Premier Thermal.

**Warranty:** Seller expressly warrants that all goods and services furnished under this Purchase Order shall conform to all specifications and appropriate industry standards, will be new, and free from all defects in material and workmanship. Seller's warranty shall run to Premier Thermal, its successors, assigns, customers, and users of products sold by Premier Thermal. Seller also warrants that all products comply with all Federal, State, Environmental, Electromagnetic and Safety Standards and/or regulations. SDS information to be included when required.

**Indemnification:** Seller shall defend, indemnify, and hold harmless Premier Thermal against all damages, claims or liabilities and expenses (including attorney fees and expenses) arising out of or resulting in any way from any defect in goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

**Remedies:** The rights and remedies reserved to Premier Thermal in this contract shall be cumulative with, and in addition to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods or services provided by Seller hereunder fail to conform to the warranties set forth above, Premier Thermal shall notify Seller and Seller shall, if requested by Premier Thermal, reimburse Premier Thermal for all losses and damages incurred by Premier Thermal, including but not limited to any incidental and consequential damages caused by such nonconforming goods and services, as well as to all costs, expenses, and losses, incurred by Premier Thermal (a) in inspecting, sorting, or replacing such nonconforming goods; (b) resulting from production interruptions, (c) in conducting corrective service actions, and (d) for claims for personal injury (including death) or property damage caused by such nonconforming goods and services. If requested by Premier Thermal, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

**Identification:** All invoices, packing lists, shipping notices and other written documents affecting this order shall contain the Purchase Order number.

**Proprietary Information-Confidentiality:** All information furnished by Premier Thermal to Seller is deemed to be proprietary and confidential to Premier Thermal and shall not be disclosed by Seller to any other person or entity, nor may Seller use any non-public information supplied by Premier Thermal for itself for any purpose other than performing this contract, unless Seller has written permission from Premier Thermal to do so. This paragraph shall apply to, among other things, drawings, specification or other documents prepared by Seller for Premier Thermal in connection with this order.

**Insurance:** Seller shall, at its own expense, maintain, and carry insurance in full force and effect with financial sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum of no less than \$1 million for each occurrence and \$5 million in the aggregate; (b) worker's compensation insurance in compliance with the applicable laws of each jurisdiction where Seller does any business; (c) if the Seller will use or provide for use of motor vehicles in providing and /or performing the Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$500,000. Upon Premier Thermal's request Seller shall provide Premier Thermal with a certificate of insurance evidencing the coverage specified in this Purchase Order. The certificate is to include coverage amounts, policy number, and expiration date.

**Successors and Assigns:** This Purchase Order shall be binding upon the parties hereto, and their representatives, successors and assigns, if any. This Purchase Order shall not be assignable by Seller without the express written consent of Premier Thermal. Premier Thermal may assign this Purchase Order upon written notice to Seller. Any permitted assignment of this Purchase Order shall not relieve the assigning party of its responsibilities and duties hereunder.

**Waiver and Release of Liens:** Upon Seller's receipt of amounts properly invoiced, Seller waives and releases all rights to, for itself and its subcontractors, and at its sole cost shall obtain prompt removal of any lien fixed against Premier Thermal property, for goods or services performed under this Purchase Order.

**Audit Rights:** Premier Thermal's quality policy may require access to Seller's facilities, quality records and/or quality system documentation for purposes of reporting to regulatory authorities for evaluation. Premier Thermal monitors supplier performance in the areas of on time delivery, quality, customer disruptions, excess or premium freight and we reserve the right to audit Seller to insure product, delivery and performance.

**Certifications Required:** Sellers of direct production materials or services must be certified to ISO 9001, IATF 16949, or for Lab work only, ISO/IEC 17025. If a PO specifically requires a certificate be provided with the materials or services, seller must have a counterfeit program in accordance with AS5553 or equivalent and NIST traceable.