



Document Name: General Supplier Terms and Conditions		Document ID: QMSD-GSTC	
Date: June 8, 2022		Revision B	Page 1 of 4

Notwithstanding any other provision to the contrary, the following terms and conditions shall apply to any purchase of Goods and/or Services by MONROE ENGINEERING PRODUCTS, LLC (“Monroe” or the “Company”), a Michigan LLC, having a place of business at 2990 Technology Road, Rochester Hills, MI 48309 specified in a separate agreement or purchase order (collectively the “Agreement” or “Purchase Order”). Any purchase order covering the purchase of Goods or Services shall be governed by these General Supplier Terms and Conditions and other written provisions mutually agreed upon, if any. These general terms and Conditions shall apply to any supply of goods and/or services specified in a separate agreement or purchase order (agreement and/or purchase order and these general terms are together referred to as the “Agreement”) where reference is made to these General Terms, insofar as they are not amended by a purchase order or by a written agreement between the parties. These general terms shall apply regardless of any provisions to the contrary that may appear on an order, invoice or other document issued by Supplier and prevail over other pre-printed terms or conditions contained in either party’s documentation or exchanged between the parties. Reference to Monroe in these general terms and conditions refers to any company within the Monroe group of companies.

STANDARD TERMS AND CONDITIONS OF PURCHASE

- 1. CONTRACT:** Your acceptance of a purchase order from Monroe, including by submission or return of an express acknowledgment thereof, submission of a response to an Request For Price (“RFP”) or Request For Quote (“RFQ”) (including, e.g. by fax, scan or through the askmonroe.com or any Company website) or delivery of the goods or service referenced therein (in each case, a “Purchase Order”) constitutes your agreement to follow and be bound by the current Terms and Conditions. No purported change, modification or revision of a Purchase Order or any term therein (including goods, services, prices, delivery or payment terms, etc.) or in these Terms and Conditions shall be effective unless expressly agreed to in writing by Monroe, and any failure of Monroe to specifically reject (in writing) any conflicting term(s) purporting to modify a Purchase Order or any term therein or herein shall not constitute acceptance thereto by Monroe. Acceptance of a Purchase Order by Supplier affects a contract between Supplier and Monroe.
- 2. PRICES:** Except as otherwise specified in a writing signed by Monroe, prices for all goods and services shall be as specified in a Purchase Order. Supplier warrants that the prices for all goods and services sold to Monroe are no less favorable than those then extended to any other party for the same or like goods or services. In the event Supplier establishes or offers a lower price for the sale of such goods or services to any other party, from the date of acceptance of a Purchase Order to the date the invoice for such similar product is sent to Monroe, Supplier agrees to reduce such price(s) to Monroe to a price no less favorable.
- 3. EXTRA CHARGES:** Except as specified in a Purchase Order, no additional charges of any kind, including charges for packing, cartage, taxes, import or export duties, excises, or other extras, will be allowed or payable by Monroe unless specifically agreed to in writing in advance by Monroe.
- 4. SUB-CONTRACTORS:** Upon request of Monroe, Supplier will identify all sub-contractors providing goods or services in connection with Supplier’s prior or prospective fulfillment of a Purchase Order; provided further that Supplier will engage any sub-contractor(s) designated by Monroe.
- 5. ACCESS TO FACILITIES:** Supplier shall grant Monroe reasonable access to Supplier’s facilities and records (and, as applicable, to facilities and records of Supplier’s sub-contractors) to representatives of Monroe, as well as government and/or regulatory agencies, for purposes of assessing Supplier’s compliance with all relevant legal, regulatory and contractual requirements, including those specified in a Purchase Order.

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Document Name: General Supplier Terms and Conditions		Document ID: QMSD-GSTC	
Date: June 8, 2022		Revision B	Page 2 of 4

6. **TAXES:** Supplier's prices shall exclude any federal, state and local sales, use or excise taxes levied upon or measured by the sale, the sale price or use of goods or services provided by Supplier hereunder. All such taxes, which are lawfully applicable and are to be paid by Monroe, shall be listed separately on Supplier's invoice(s). Tax exemption certificates or other evidence of exemption, furnished by Monroe, shall be accepted by Supplier in lieu of Monroe's payment of such taxes.

7. **PACKAGING AND DELIVERY:** Deliveries are to be made in quantities and at times and places specified in a Purchase Order. Monroe reserves the right at any time to cancel and void an order or any part thereof without liability if delivery is not made in conformance with the applicable Purchase Order prior to 3:00 PM (local time) on the date specified. Supplier shall indemnify and hold Monroe harmless from any loss, damage or cost arising out of a late delivery.

Each package to be delivered to Monroe shall be labeled with the Purchase Order number and shall specify its contents, including Monroe's part number or number specified on Monroe purchase order on a delivery voucher, failing which Monroe may refuse delivery and return same without liability and at Supplier's expense. Goods or deliveries, which do not conform to a Purchase Order, may be returned at Supplier's expense. Supplier warrants that goods will be packaged properly and any damage to goods due to inadequate packaging will be the responsibility of Supplier and will entitle Monroe, in addition to any other right or remedy it may have, to refuse same, at Supplier's expense.

8. **TITLE AND RISK OF LOSS:** Unless otherwise provided, prices are free on board at the destination specified in the Purchase Order and title and risk of loss shall pass upon Monroe's acceptance of the goods as provided herein.

9. **INSPECTION AND ACCEPTANCE:** Goods shall be accepted when such goods have been delivered to Monroe and have passed Monroe's inspection and tests. Services shall be accepted ten (10) days after performance thereof by Supplier, absent rejection by Monroe within such time. Neither acceptance nor rejection of all or any part of such goods or services by Monroe shall relieve Supplier of any of its obligations or warranties hereunder, nor bar or limit any claim by Monroe based upon any default of Supplier or defect in the goods or services. In no event shall payment be deemed to constitute acceptance.

In event that goods or services are rejected, Monroe may cancel the Purchase Order as to some or all such goods and services and provide notice to Supplier. Goods not accepted by Monroe (including any in excess of the quantity specified in an applicable Purchase Order) will be held at Supplier's risk; provided that, Monroe may (and at Supplier's direction shall) return such goods to Supplier at Supplier's risk; all transportation and handling charges, both to and from the original destination, shall be paid by Supplier; and any payment previously made for such goods shall be promptly refunded by Supplier to Monroe. Return of good by Monroe shall not constitute a waiver of any right or remedy which Monroe may have as a result of or in connection with it.

10. **COMPLIANCE WITH REQUIREMENTS:** Supplier is responsible to verify and demonstrate compliance with all applicable requirements, including as specified in a Purchase Order. No audit, surveillance, inspection and/or tests made by Monroe, its representatives or representatives of its customers, wherever undertaken, shall relieve Supplier of applicable requirements nor preclude subsequent rejection of goods or services by Monroe or its customers.

11. **PAYMENT:** Except as otherwise provided in a Purchase Order, undisputed invoices are due and payable net 60 days from receipt. Disputed invoices will not become due and payable until such dispute has been resolved to the mutual satisfaction of the parties. Supplier agrees to notify Monroe at least forty-eight (48) hours prior to the shipment of any C.O.D. order.

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Document Name: General Supplier Terms and Conditions		Document ID: QMSD-GSTC	
Date: June 8, 2022		Revision B	Page 3 of 4

12. **WARRANTIES:** In addition to warranties implied by law, and except as otherwise provided in an applicable Purchase Order, Supplier warrants (i) that all goods supplied hereunder will be free from defects in material and workmanship and conform to and perform in accordance with all applicable requirements (including as specified in a Purchase Order), and the use or sale thereof by Monroe or its customers will not infringe or misappropriate any patent, copyright, trademark, trade secret or other proprietary right; (ii) that all services supplied hereunder will be performed in a competent and workmanlike manner by qualified personnel and will conform to all applicable requirements at time of such performance; and (iii) that in its performance under any Purchase Order, Supplier will comply fully with all applicable federal, state and local laws and regulations.

13. **INDEMNIFICATION:** Supplier shall defend, indemnify and hold harmless Monroe and its customers against any and all losses, claims, liabilities, costs and expenses (including but not limited to reasonable attorney fees) arising from any allegation (i) of injury to person(s) or damage to property resulting from goods or services provided by Supplier hereunder or the use thereof; (ii) of any defect in the goods or services provided by Supplier hereunder; (iii) of harm resulting from any act or omission of Supplier, its agents, employees or subcontractors; or (iv) otherwise, which, if true, would constitute a breach of Supplier's warranties hereunder. In any suit or proceeding in which Supplier is obliged to indemnify Monroe, in the event that Monroe or its customers may be enjoined from using, in whole or part, any goods or services provided by Supplier, in addition to any other right or remedy Monroe may have, Supplier, at Monroe's option and Supplier's expense, shall promptly: (i) secure on behalf of Monroe and its customers the right to sue such goods or services, or (ii) modify or replace said goods or services such that they continue to meet all applicable requirements but use thereof by Monroe or its customers is not subject to injunction. Supplier will make Monroe a named insured.

14. **COMMITMENTS:** Unless otherwise authorized in writing by an officer of Monroe, Supplier shall not make commitments for materials nor fabricate goods intended for Monroe in advance of time necessary to permit timely delivery of such.

15. **CHANGES:** Any proposed changes to goods, services, manufacturing process, materials, packaging, delivery, or sub-contractor(s) employed by Supplier in connection with a Purchase Order must be approved in advance, in writing by Monroe, or any change made by Supplier without Monroe's approval may result in cancellation of the Purchase Order or rejection of the goods or services, at no cost to Monroe. All Purchase Orders shall be subject to cancellation or modification by Monroe, provided that, in the event of such a cancellation or modification, Monroe shall be responsible only for the price of goods or services accepted, if any, plus the actual, documented reasonable costs incurred by Supplier to effect such modification or cancellation. Any increase in the price of the goods or services resulting from modification of a Purchase Order is subject to the prior written approval of Monroe.

16. **DEFAULT:** Monroe reserves the right, by written notice, to cancel a Purchase Order without cost or liability (actual or consequential) in the event of (i) insolvency of Supplier, (ii) the filing of any petition in bankruptcy (voluntary or involuntary) seeking to have Supplier declared bankrupt, (iii) the appointment of a receiver or trustee for Supplier, or (iv) the execution by Supplier of an assignment for the benefit of creditors. If Supplier fails to perform or breaches any of the terms or conditions of a Purchase Order or these Term and Conditions, Supplier agrees that Monroe may, immediately upon written notice to Supplier and without any cost or liability, (i) cancel any Purchase Order, in whole or in part, and/or (ii) obtain replacement goods or services from another source, and that Supplier will reimburse Monroe for any and all additional cost resulting therefrom.

Neither party shall be responsible for delays or defaults that are caused by acts of God, wars, riots or other extraordinary circumstances, but only to the extent that such party's timely performance is thereby rendered impossible, in which event Monroe reserves the right to cancel any affected Purchase Order without cost or liability of any kind.

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Document Name: General Supplier Terms and Conditions		Document ID: QMSD-GSTC	
Date: June 8, 2022		Revision B	Page 4 of 4

17. **SPECIAL TOOLS:** Unless otherwise specified, all drawings, designs, patterns, tools, dies, jigs, machinery and equipment (“collectively the “Equipment”) needed by Supplier for its performance under any Purchase Order shall be obtained by Supplier at its own expense and shall be the property of Supplier. Provided, however, that Monroe will have an irrevocable and perpetual license to use such Equipment. Any drawings, designs, patterns, tools, dies, jigs, machinery, equipment or similar materials provided to Supplier by Monroe, shall, upon Monroe’s request, be returned promptly to Monroe or otherwise satisfactorily accounted for, and Supplier, at its expense, shall insure all such items for the reasonable value thereof against loss or damage of any kind.

18. **CONFIDENTIALITY:** All commercial, financial and technical information, know-how and experience which supplier may derive from Monroe during the co-operation hereunder shall be confidential and proprietary information of Monroe, and the Supplier shall at all times use all reasonable effort to prevent its disclosure to all third parties except affiliated companies on an as needed basis. This undertaking shall not apply to information which (i) is or becomes public knowledge otherwise than by unauthorized disclosure in breach of this Agreement, (ii) is obtained by Supplier from a third party who is not under any duty of confidentiality with respect thereto and did not obtain it by unauthorized disclosure, (iii) is independently known or developed by the supplier with any reference to such information or (iv) is required to be disclosed by laws or a listing agreement to which Supplier may be bound. The confidentiality obligations stated herein shall survive the termination of the purchase order and/or agreement for a period of three (3) years.

19. **ASSIGNMENT:** No Purchase Order, nor any right or obligation thereunder, may be assigned or transferred, in whole or in part, to any third party without the prior written consent of Monroe. In all events, Supplier shall remain responsible for performance of every Purchase Order and all obligations thereunder.

20. **REMEDIES:** To the greatest extent permitted by applicable law, and notwithstanding anything to the contrary herein, Monroe’s rights and remedies hereunder and under every Purchase Order shall be cumulative and not exclusive.

21. **APPLICABLE LAW:** These Terms and Condition, every Purchase Order and every contact resulting from the acceptance thereof by Supplier shall be governed by and construed according to the laws of the State of Michigan, without regard to its choice of law provisions.

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