

OPTIMUM VEHICLE LOGISTICS (OVL) – PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE: Unless otherwise specifically agreed to in writing, the following terms and conditions shall apply to the SELLER's acceptance of this Purchase Order and OVL's acceptance of ordered items. The acceptance of this order by SELLER shall be conclusive evidence of the SELLER's approval, consent and agreement to the terms and conditions herein. Any terms and conditions listed on any SELLER document which are in addition to or in conflict with these terms are objected to and shall not become part of this transaction.

CONFIRMATION OF ORDER: The SELLER must acknowledge the order and accept OVL's offer within 5 business days after SELLER's receipt thereof. Estimated ship date(s) should be included on acknowledgement.

DELAY IN DELIVERY: If SELLER becomes aware of any circumstances that are likely to give rise to delay in delivery, SELLER shall immediately notify OVL in writing stating the reason for the delay and a new time of delivery, which shall be subject to acceptance by OVL. In case of delay in delivery, OVL reserves the right to cancel the purchase order without liability to SELLER or any third party. OVL in addition to other remedies provided by law may either (i) refuse to accept such goods or (ii) cause SELLER to ship the goods by the most expeditious means of transportation, with any additional transportation charges for SELLER'S ACCOUNT. OVL reserves the right to cancel order should the SELLER not respond to OVL expedite requests.

QUALITY: SELLER shall maintain a quality management system which is acceptable for the items supplied hereunder and shall comply with general industry standards. Items supplied shall meet the requirements in the applicable technical specifications and documentation (drawings, specifications, standards, etc.) It shall be the sole responsibility of SELLER to monitor that the technical specifications regarding materials, methods, form, fitness and function are observed, whether or not the items have been manufactured by SELLER or by any of SELLER's subcontractors. All pieces of a part number must be of uniform appearance. If no specific requirements are stated, good industry and craftsman-like practices shall be observed. Alternate part numbers will not be accepted without prior written approval from OVL. Parts purchased in new (NE) condition must be no more than two (2) years old unless prior written approval is received from OVL.

SHELF-LIFE: Unless otherwise specified in writing, all life-limited material supplied to OVL must have a shelf life of 75% remaining upon receipt at OVL. Manufacture or Cure date as well as expiration or shelf life must be noted either on supplier part label and/or COC.

CERTIFICATE OF CONFORMANCE: A signed Certificate of Conformance is required with shipment unless noted otherwise. Should such certification not accompany shipment, items will be held in quarantine and no payment will be processed until proper certification is received.

LIABILITY: The SELLER is liable for all defects in items delivered, including concealed defects, even if they are recognizable and discovered only upon processing, installation, and/or use, and this is not subject to any time limit for the claim by OVL. OVL has the option to reject nonconforming items including, but not limited to, misrepresentation of condition, age or conformity. All rejected items will be returned at SELLER's expense.

SHIPPING/PACKAGING/TRANSPORT INSURANCE: SELLER shall contact OVL before shipping any shipments weighting more than seventy (70) pounds or if the total volume of the shipment is greater than five (5) cubic feet (L x W x H divided by 1728). Unless otherwise specified, all packing and packaging shall comply with best commercial practice to prevent in-transit damage. SELLER shall insure shipment for its value up to \$5000.00. For C.O.D. orders, a Proforma Invoice must be submitted to OVL's Finance Department prior to shipping to ensure the check is available at the time of delivery.

SAFETY DATA SHEET (S.D.S): If a S.D.S. is required for material on this order, the SELLER shall include one copy of the S.D.S., and it shall be identifiable and provided with each shipment of the items furnished under this order.

OPTIMUM VEHICLE LOGISTICS (OVL) – PURCHASE ORDER TERMS AND CONDITIONS

EXPORT: OVL will be the responsible party for obtaining any required export license, in accordance with all US Export Law and Regulations.

PRICES: All prices are stated in U.S. Dollars and shall stay firm during the entirety of the purchase order. Any price increases will be absorbed by the SELLER.

NONCONFORMING PRODUCT: Nonconforming items that result from this purchase order, whether produced through manufacturing process, or a product from repair maintenance activity, shall be destroyed if they cannot be repaired.

DEBARMENT OF SELLER: If SELLER (or any of its subcontractors) is debarred by the U.S. Government from participating in transactions for any reason, OVL has the immediately available option of canceling this order without liability of any kind to SELLER. If OVL only becomes aware of such status of SELLER (or any of its subcontractors) after receipt of the ordered items, OVL may return such items to SELLER and SELLER shall immediately refund all amounts paid by OVL, if any, for such items. It is SELLER'S responsibility to determine if its subcontractors meet the requirements of this paragraph.

GOVERNING LAW: This purchase order shall be governed by and construed in accordance with the Laws of the State of Wisconsin, without regard to conflict of laws rules. Any dispute arising under or related to transactions between SELLER and OVL shall be resolved fully and finally by binding arbitration in Milwaukee, Wisconsin, by a single arbitrator of the American Arbitration Association, who shall be agreed upon by SELLER and OVL. If the parties cannot agree on an arbitrator, the American Arbitration Association shall appoint the arbitrator. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The substantive laws of Wisconsin shall apply in the arbitration. The parties shall split the arbitrator's fees and other direct costs of the arbitration but each party shall pay its own attorneys' fees and the other costs of presenting their case. Any decision provided by the arbitrator in accordance with this provision shall be final and binding on the parties and judgment upon award by the arbitrator may be entered in any court having jurisdiction. With regard to any matter, which cannot be determined by arbitration, the parties hereto consent to jurisdiction in the Wisconsin courts to hear any suit, action, or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement. The parties further agree that venue for any such suit, action or proceeding shall be proper in Milwaukee County, Wisconsin with regard to a suit, action, or proceeding brought in a state court and the United States District Court for the Eastern District of Wisconsin with regard to a suit, action or proceeding brought in a federal court.

If any terms herein are determined to be invalid under applicable law, these will not apply; but the remaining terms shall remain in effect.