



MULTICRAFT
INTERNATIONAL

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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1. DEFINITIONS

Buyer shall be defined as Multicraft International Limited Partnership, or a designated agent who may or may not be listed in the header detail to the right of the word "Buyer". Seller shall be defined as the company or individual identified on the purchase order document to the right of the word "Vendor ID" and the name and address detail located to the right of the word "To:" [Distributor shall be defined as a seller of product that is sourced from a sub-tier manufacturer.](#) Order shall refer to the Purchase Order document sent from Buyer that establishes the details of part number or service to be supplied, the "Supplies", as well as the delivery date, quantity and purchase price. The conditions set forth in this document will be in effect, the "Term", from the issuance of the purchase order through the warranty period as defined by the end user for the product or services provided.

2. ACCEPTANCE OF CONTRACT

Seller shall be bound by this offer and its terms and conditions when it executes and returns the acknowledgement or when it delivers to Buyer any of the items ordered or renders for Buyer any of the services ordered herein. Acceptance is expressly limited to the terms and conditions stated herein. Any additional or different terms proposed by Seller are rejected unless expressly assented to in writing and signed by Buyer's authorized agent. All specifications, drawings, and data submitted to Seller with this order are hereby incorporated herein and made a part hereof.

3. CHANGES

The Buyer reserves the right at any time to make changes in any one or more of the following: (a) Specifications, drawings and data incorporated in this contract where the items to be furnished are to be specifically manufactured for the Buyer; (b) Methods of shipping or packaging; (c) Place of delivery; and (d) Time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from the receipt by Seller of the change. Price increases, quantity changes or extensions of time for delivery shall not be binding on Buyer unless agreed to by the Buyer and documented through the amendment of the purchase order to reflect the change or the documentation of the change through other written correspondence.

4. DELIVERY

Seller shall manufacture and ship Buyer's requirements for the Supplies in such quantities and at such time as identified by Buyer as firm orders in scheduling agreements, manifests or other similar releases "Material Releases" that are transmitted to Seller from time to time during the term of the Order, and after consideration by Buyer of agreed upon lead times. Material Releases are incorporated into, and are an integral part of, the Order and are not independent contracts. All Supplies received in excess of the quantities in a Material Release shall be subject to return for credit at Seller's expense. Time is of the essence in this contract and, if delivery of items or rendering of services is not completed by the time promised, the Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D.

without Buyer's written consent will not be accepted and will be at Seller's risk. No charges will be allowed for boxing, crating, or special packaging unless expressly agreed to in writing by Buyer. Seller shall follow Buyer's freight policy for shipping product when utilizing Buyer's freight accounts. If freight policy is not properly followed by Seller, Buyer reserves the right to charge back the Seller for freight expenses.

5. QUANTITY

Unless otherwise stated in the Order, the Order is a requirements contract under which Buyer shall purchase all or a specified percentage of Buyer's requirements (as determined solely by Buyer) of Supplies from Seller for the time period specified in the Order. If the Order states that it is a blanket order, Buyer commits to purchasing from Seller each of the Supplies and no more than 100% of Buyer's requirements of the Supplies. Under no circumstances shall Buyer be required to purchase from Seller more than 100% of Buyer's requirements for the Supplies or, any specific volume or percentage of Buyer's requirements for the Supplies. From time to time Buyer may provide Seller with volume and/or quantity forecasts or projections for Buyer's Supplies needs or the anticipated duration of the program, if any, for which the Supplies are being produced. Seller acknowledges that the volume/duration projections, unlike a "Material Release", are not binding on Buyer. Seller acknowledges and agrees that (a) the volume/duration projections may be based upon information supplied to Buyer by Buyer's Customer, contain variables and assumptions, some or all of which may change over time, may not have been accurate at the time that they were made, and/or are beyond the control of Buyer, (b) Buyer makes no representation, warranty or guaranty of any kind or nature whatsoever as to the accuracy of the volume/duration projections, (c) Buyer shall not have any obligation to correct or update any volume/duration projection (d) the actual volumes/duration of Buyer's Supplies needs could be materially more or less than what was projected, and (e) Seller's reliance upon a volume/duration projection is at its own risk. Buyer may require Seller, at Seller's expense, to participate in electronic data interchange or similar inventory management program for notification of Material Releases, shipping confirmation and/or other information relating to the Order.

6. INSPECTION

Materials or equipment purchased hereunder are subject to inspection and approval at the Buyer's destination. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Seller's warranty (express or implied). Buyer will charge Seller for the cost of inspecting merchandise rejected. Items not accepted will be returned to seller at Seller's expense. Neither acknowledgement of receipt by Buyer's Receiving Department nor payment for any article hereunder shall be deemed an acceptance thereof.

7. WARRANTY

By accepting this order, Seller hereby warrants that the articles and services to be furnished hereunder will be in full conformity with Buyer's specifications, drawings and data, or Seller's samples, and will be of merchantable quality and fit for use intended by Buyer. Seller agrees that this warranty shall survive acceptance of the items. Said warranties shall be in addition to any express warranties given to Buyer by Seller. Seller will be responsible for all cost associated with the containment and replacement of defective material that is introduced to Buyer by Seller either through an error or omission. These costs include the cost incurred at Buyer, the Buyer's Customer or by the Buyer's Customers extended

organization should it be required. The cost may or may not include the use of third party organizations and the decision to use third party organizations may or may not reside with Seller. The decision for the proper containment and remedy of the quality spill will be made at the highest level in the supply chain where the risk of contamination resides. The decision hierarchy, in descending order: 1) Buyer's Customer 2) Buyer 3) Seller.

8. BUYER'S REMEDIES

In the event of Seller's breach of this contract, without Buyer's other rights and remedies and notwithstanding any limitation in Seller's express warranty or otherwise, Buyer expressly reserves that right, at the election of Buyer and without limitation of Buyer's rights to recover its incidental and consequential damages from Seller, to "cover" the goods and recover from Seller the difference between the cost of cover and the contract price, to obtain specific performance from Seller, to reject the goods and repudiate the contract and recover from Seller the difference between the market price and the contract price, or to accept the goods and recover from Seller the difference between the value of the goods and the contract price.

9. INSURANCE

Seller will obtain and continuously maintain in force during the Term (a) statutory worker's compensation insurance, (b) employer's liability insurance, (c) commercial general liability insurance, including contractual liability and products and completed operations liability, (d) automobile liability insurance, including owned, hired and non-owned liability, (e) Recall Insurance at appropriate amounts so as to protect against the disruption of continued supply of product or service in the event of a customer satisfaction campaign, (f) crime insurance, including employee theft, and (g) all-risk property insurance covering Seller's property, including Tooling and Unpaid Tooling and all Buyer property, raw materials and finished products, including Bailed Property and Buyer Tooling, while in Seller's possession or in Seller's care, custody and control, all in amounts and coverages sufficient to cover all claims hereunder. Such policies will name Buyer as an additional insured thereunder; be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for or maintained by Buyer; and provide that the insurer will give Buyer thirty days prior written notice of cancellation or material change in coverage. Seller waives, and Seller will cause its insurers to waive, any right of subrogation or other recovery against Buyer or its subsidiaries, including their respective employees, officers, directors, agents or representatives. Buyer may require Seller to furnish evidence of the foregoing insurance, but Buyer's failure to request evidence of insurance will in no event relieve Seller of its obligation under this Clause 9. Seller will be financially responsible for any of Seller's premiums, deductibles, retentions, self-insurance, co-insurance, uninsured amounts, or any amounts in excess of policy limits. Seller may satisfy the insurance requirements under this Clause 9 through a combination of self-insurance and catastrophic excess insurance.

10. PROPERTY FURNISHED TO SELLER BY BUYER

Unless otherwise agreed in writing, all special dies, molds, jigs, fixtures, inventory and any other property furnished to the Seller by the Buyer, or specifically paid for by the Buyer, for use in the performance of this contract, shall be and remain the property of the Buyer, shall be subject to removal upon the Buyer's instruction, shall be marked or tagged showing it is the property of the Buyer's, shall be used only in filling orders from the Buyer, shall be held at the Seller's risk, and shall be kept insured

by the Seller at the Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the Buyer. An itemized list of such equipment, inventory and other property held by Seller as of July 1 and copies of policies or certificates of such insurance will be furnished to Buyer on or before July 30th of each year. Seller will be responsible for all cost of routine maintenance and for the cost of repairs for damages to Buyer's property as a result of Seller's actions or negligence to exercise due care during the use or operation of Buyer's property.

11. INDEMNIFICATION

Seller will defend, indemnify, and hold Buyer and its subsidiaries, including their respective employees, officers, directors, agents or representatives harmless against all claims, suits, actions or proceedings ("Claims") and pay (a) all liabilities, losses, damages (including without limitation judgments, amounts paid in settlement and other recoveries), (b) fees and expenses (including without limitation fees of counsel and experts) and (c) other costs (collectively, "Expenses") in connection with any breach or nonperformance by Seller of the Order, or for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Seller or its employees, agents, or subcontractors in connection with performing the Order, either on Buyer's property or in the course of their employment including without limitation, Expenses arising out of, or in connection with, product recall and customer satisfaction campaigns.

12. PATENTS

Seller undertakes and agrees to defend at Seller's own expense, all suits, actions, or proceedings, in which Buyer, any of Buyer's distributors or dealers, or the users of any of Buyer's products are made defendants for actual or alleged infringements of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder (except infringement necessarily resulting from adherence to specifications or drawings, other than those of Seller's design or selection, originally submitted to Seller by Buyer) and further agrees to pay and discharge and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.

13. PRICE

Buyer shall not be billed at prices higher than stated on this Purchase Order. Seller represents that the price charged for the items or services covered by this order, is the lowest price charged by the Seller to Buyers of a class similar to Buyer under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at the time of quotation, sale or delivery. Seller agrees that any price reduction made in merchandise covered by this order subsequent to the placement of this order will be applicable to this order. Seller will provide to Buyer, in writing by July 1 for each upcoming year during the term of the Order, Seller's plan for implementing cost savings and productivity improvements to reduce Seller's costs in accordance with the then-current Buyer cost savings program.

14. PAYMENT

Buyer's Vendor Code and Purchase order number must appear on all invoices for payment. Buyer will not pay for shipping and transportation unless expressly authorized by this order. Seller agrees to provide Buyer with copies of bill of lading or express receipt evidencing the shipping charges. It is understood that the cash discount period will date from the receipt of goods or the invoice whichever is

later. In no event is Buyer obligated to make payment prior to the normal payment cycle. Standard payment terms are net 60 days, which may be varied by mutual agreement.

15. CUSTOMS & EXPORTS

Seller will promptly notify Buyer in writing of material or components used by Seller in filling this Order which Seller purchases in a country other than the country in which the goods are delivered to Buyer and any duty included in the purchase price of the goods. Seller will furnish Buyer with any documentation and information necessary to establish the country of origin, comply with the destination country's rules of origin requirements, and any special trade programs. (a) The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Seller's suppliers and export credits, to the extent transferable to Buyer, are the property of Buyer. Seller will provide all documentation and information and take any necessary steps to obtain refunds or to drawback any duty, taxes or fees paid, and to receive export credits from, the government of the country of origin or export country. (b) The responsibility for customs duty and customs brokers' fees will be determined in accordance with the delivery point and transportation code stated in the Order. If Buyer is responsible for customs duties, it will be responsible for normal duties only. Seller will be responsible for any special duties, including but not limited to, marking, anti-dumping and countervailing duties, to the extent permitted under the law of the country of importation. (c) Seller will provide Buyer with all documentation and information required by law or regulation or otherwise necessary to determine admissibility, timely release, customs clearance and entry, and the proper minimum duty to be paid upon the importation of the goods into the destination country. (d) Seller will advise Buyer if the importation or exportation of the goods requires an import or export license and will assist Buyer in obtaining any such license. (e) Seller warrants that the information regarding the import or export of the goods supplied to Buyer is true and correct, and that all sales covered by this Order will be made at not less than fair value under the antidumping laws of the countries to which the goods are exported.

16. TRANSITION OF SUPPLY

In connection with the expiration, cancellation or termination of the Order by Buyer, in whole or in part, for any or no Cause or Buyer's election to change to an alternate supplier of the Supplies (including a Buyer-owned or -operated facility) whether in response to Seller's request or otherwise, (a) Seller shall give Buyer its full and prompt cooperation as set forth herein in transitioning from Seller to Buyer's new supplier the responsibility for providing and delivering Supplies to Buyer. Seller shall continue production and delivery of all Supplies as ordered by Buyer, at the prices and in compliance with the terms of the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s); (b) subject to Seller's reasonable capacity constraints, Seller shall provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing; (c) at no additional cost to Buyer, Seller shall promptly provide access to all requested information and documentation regarding Seller's manufacturing or service process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components; (d) Seller shall promptly provide all notices deemed by Buyer in its sole and absolute discretion to be necessary or desirable for Buyer to resource the Order to an alternative supplier; (e) if and when requested by Buyer, Seller shall return to Buyer all

Buyer's Property in as good condition as when received by Seller (reasonable wear and tear excepted) and shall comply with Seller's obligations relating to Seller's Property in Section 10 and in relation to subcontracts. If the resourcing of the Supplies occurs for reasons other than in connection with a termination due to Seller's inability to comply with the conditions set forth under these PURCHASE ORDER GENERAL TERMS AND CONDITIONS or with any written specification of an accepted order as defined in Section 2, or at the request of Seller, Buyer shall, at the end of the transition period, pay Seller's reasonable out of pocket cost of Transition Support as requested, provided that upon Buyer's request, Seller has advised Buyer prior to incurring such amounts of its good faith estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer shall pay the undisputed portion to Seller and the remaining portion, if any, promptly following the binding determination by an arbitrator that such amount is due to Seller.

17. COMPLIANCE WITH LAWS

In accepting this order, Seller represents that it has and will continue, during the performance of this order, to comply with the provisions of all federal, state, and local laws and regulations from which liability may accrue to Buyer from any violation hereof. By acceptance hereof, Seller certifies that the articles and services to be furnished hereunder comply with all applicable standards and regulations promulgated under the Occupational Safety and Health Act of 1970.

18. INFORMATION DISCLOSED

"Buyer Data" means (a) all information and data that Buyer makes available to Seller in connection with the performance of the Order, including without limitation performance standards, product characteristics, specifications, drawings, descriptions, samples, designs, manufacturing data and other information, and (b) any and all data (excluding Seller-provided data regarding its internal costs of producing goods or services that it provides to Buyer under the Order) that is entered into or processed by Seller directly or indirectly using any system that Seller owns or controls directly or indirectly for the purpose of performing Seller's obligations under the Order; provided, however, with respect to any and all data encompassed by any intellectual property conceived, developed, or acquired by Seller in the course of performing work under the Order, the rights to such data (whether ownership or license) shall be determined by the rights to the intellectual property of which such data is a part as set forth in the applicable supplemental clause or clauses referenced in the Order.

19. DATA RIGHTS

Buyer owns and retains all of its right, title and interest in Buyer Data, including any Buyer patents, patent applications, copyrights, trade secrets, trademarks, trade dress, and any other proprietary rights in Buyer Data, and in any derivative or improvement of any Buyer Data made by Buyer or by Seller as a result of the execution or fulfillment of this Purchase Order. Unless expressly provided in the Order or otherwise agreed to in writing signed by Buyer, no rights or license is granted under the Order to use Buyer Data other than the right for Seller to use Buyer Data as required to perform Seller's obligations under this Order. Seller will not use or disclose Buyer Data for any other purpose. Seller will handle all Buyer Data in such a manner to insure that it is not used for any purpose detrimental to the interests of Buyer. Seller may not disclose Buyer Data to any third party without Buyer's prior written consent. (a) Upon Buyer's request, Seller agrees to transfer to Buyer or to destroy all Buyer Data in any form. (b) Any rights that Seller may have to disclose, manufacture, use or distribute goods or services developed

under or related to this Order in each case are subject to Seller's obligations concerning Buyer Data set forth in sub-sections (a) and (b) of Clause 18 and sub-section (a) of this Clause 19.

20. TERMINATION

Buyer may terminate this order for its convenience, in whole or in part, by written or telegraphic notice at any time. If this order is terminated for convenience, any claim of Seller shall be subject on the basis of reasonable costs it has incurred in the performance of this order.

21. DELAYS AND CONTINGENCIES

Neither party shall be liable for failure to perform all or any part of this order because of circumstances beyond the reasonable control of said party, including but not limited to acts of God or of the public enemy, fire, strikes, sabotage, embargo, war, regulations or orders of federal, state, or municipal governments, or of any administrative bureau or agency thereof, provided that notice be given to the other party.

22. INDEPENDENT CONTRACTOR

Seller shall perform the work necessary for performance of this contract with Seller's employees and agents under the control of Seller. Clauses 30 through 36 are incorporated herein by reference whenever the goods are to be installed or serviced or the services are to be performed on Buyer's premises or using tools or material supplied by Buyer.

23. PRODUCT LIABILITY

Seller hereby indemnifies and agrees to defend Buyer against all claims for property damage and personal injury which may arise out of the performance of the services or the use by Buyer or other persons of the articles or completed services furnished hereunder.

24. TITLE AND RISK OF LOSS

Unless otherwise stated on the face of this order, the risk of loss and expense of transportation shift to Buyer at the F.O.B. destination with the title passing at the F.O.B. destination.

25. TAXES

Unless the purchase is subject to sales and/or use taxes as indicated on the front of this Purchase Order, this price shall not include sales, use, excise, or similar state or local taxes applicable to the goods or services furnished hereunder or to the materials used therein. Where such taxes are applicable, they shall be shown separately on Seller's invoice.

26. NOTICE

Notices must be in writing, e-mail notification will be sufficient and acceptable written notice. Any e-mail notice sent will be deemed to have been received on the second business day after such notice was sent (if not first rejected by automatic response). Any written notice sent using any other manner will be deemed to have been received upon the earlier of (i) actual receipt by the party to whom the notice is directed, and (ii) the second business day after delivery, in the case of U.S. and Canadian deliveries, or the fifth business day after delivery for all other deliveries. Any notice to Buyer must be sent to its head of Production Purchasing.

27. SEVERABILITY

If any term of the Order is invalid or unenforceable under any law, regulation, executive order or other rule of law, such term will be deemed to be reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, regulation, order or rule, and the remaining provisions of the Order will remain in full force and effect.

28. APPLICABLE LAW & SUPPLIER DIVERSITY

This purchase order shall in all respects be construed by the laws of the State from which Buyer issues it. Buyer actively seeks diverse suppliers and encourages Seller to use diverse suppliers.

29. DISPOSAL OF SCRAP

Any goods, assemblies, subassemblies, or materials related to this Order which are disposed of by Seller in any manner other than through sale to Buyer under the terms of the Order are scrap ("Scrap") and must be mutilated or otherwise rendered unusable for anything other than material content. If the goods, assemblies, subassemblies, or materials are the subject of a cancellation claim, mutilation must occur only after audit inspection and receipt of disposal instructions from Buyer. Buyer has the right to examine all pertinent documents, data and other information relating to the mutilation of any and all Scrap. In addition, Buyer has the right to visually inspect and audit any facility or process relating to the mutilation of Scrap. Seller must maintain all relevant documents, data and other written information relating to its obligations to mutilate Scrap under the Order for at least four (4) years following the later of last delivery of the goods or final payment under the Order. Such documents, data and written information relating to Seller's obligations to mutilate Scrap will be made available to Buyer upon Buyer's request.

30. GENERAL SHOP FLOOR RULES

- SAFETY GLASSES REQUIRED ON PRODUCTION FLOOR
- NO OPEN TOE OR OPEN HEEL SHOES ALLOWED ON PRODUCTION FLOOR
- NO FOOD OR DRINK ALLOWED ON PRODUCTION FLOOR
- INTERRUPTION OF THE ACTIVITIES OF PRODUCTION PERSONNEL IS PROHIBITED

31. TOBACCO FREE FACILITIES & CAMPUS

The use of tobacco products is not allowed anywhere on the premises of Multicraft International or subsidiary locations.

32. WORK SCHEDULING

Seller will work with the Buyer or designated representative to schedule the contracted work to mitigate interruptions to manufacturing operations.

33. INSURANCE

Seller will maintain Liability Insurance coverage for the repair or replacement of materials, equipment or assets of the Buyer or Buyer's employees that are damaged as a result of the error or omission of their employees completing the contracted work. This coverage will also extend to provide remedy for any injury received by a Multicraft Employee that is a result of error or omission on behalf of the Seller or

their Employee. Seller may satisfy the insurance requirements under this Clause 5 through a combination of self-insurance and catastrophic excess insurance.

34. ENVIRONMENTAL RESPECT

The seller will make all efforts to mitigate the degradation of the cleanliness of the surrounding environment with respect to debris, dust, noise or odors that may be created or present during the completion of the work. The work space and immediate surrounding area will be made safe from any hazard exposure before leaving the work site at the end of each work shift. This can be accomplished through physical barriers with proper warning signage.

35. SAFETY PROTOCOLS

Seller is responsible to comply with all federal, state or local laws and ordinances in relation to work place safety. Seller will ensure that their employees completing the work are supplied with appropriate personal protection equipment, the equipment is in good working order and they are trained in the correct use of such equipment. Seller will execute the use of lock out/tag out procedures when working with electricity. Seller will not engage in any welding, or other hot work that will generate a spark, without approval of the on-site safety coordinator or designee. Seller will support any hot work with sufficient personnel as to have someone with proper fire extinguishing equipment in hand and prepared for use during the activity. Seller will take measures to ensure the proper ventilation of areas when gases or odors result from completion of contracted work.

36. FACILITY SECURITY

Seller will ensure that their employees do not remove any of the Security measures that are in place at the Multicraft facility for which they are performing work though action or failure to act. This includes but is not limited to: ensuring doors to outside remain closed and secure, maintain secure control of any access badges that they are issued and reporting any loss of access badge immediately, not granting access to anyone from outside the facility, and reporting any suspicious activity noticed to the Buyer or designated representative whom is their point of contact.

37. DISTRIBUTOR RESPONSIBILITIES

The following Distributor responsibilities are applicable to the sale of automotive components and products intended for use in manufacture of automotive products. Distributor will ensure sub-tier manufacturers of automotive components maintain a quality management system certified to ISO 9001 and provide such certificates at the Buyers request. A PPAP (AIAG version) must be submitted to the Buyer by the sub-tier manufacturer for production approval of newly sourced products. Distributor will ensure no changes are made to product, materials, processes, packaging, and manufacturing location without prior consent from the Buyer. Distributor will hold sub-tiers suppliers responsible for all Multicraft terms and conditions herein.

38: REVISION HISTORY AND EFFECTIVITY DATES

REV 01: From 02/01/2012 through 10/31/18

REV 02: From 11/01/18 through 9/30/2021

REV 03: From 10/1/2021 through present.

END OF DOCUMENT