



Supplier Terms and Conditions

1. **ACCEPTANCE.** This order is accepted by Seller promptly mailing to Schneller LLC its written acceptance within five (5) days of the order's date, or commencement of performance by seller. Acceptance is limited to the terms and conditions of this order. This order, including these Terms and Conditions, with any attachments constitutes the entire agreement of the parties. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by the parties as outlined.
2. **DELIVERY.** If delivery of items or rendering of services is not completed by the time promised, Schneller LLC reserves without liability in addition to its other rights and remedies to terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred. If in order to comply with Schneller LLC's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order, any increased transportation cost resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Schneller LLC. Over or under runs will not exceed 10% unless noted otherwise on the face of this order.
3. **WARRANTY.** Seller expressly warrants that all goods or services furnished under this order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked, and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. Seller warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance or use of the goods or services furnished will conform in all respects to samples. Inspection, test acceptance, or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Schneller LLC, its successors, assigns and customers, and users of products sold by Schneller LLC. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Schneller LLC, when notified of such nonconformity by Schneller LLC, provided Schneller LLC. elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Schneller LLC, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Schneller LLC in doing so.
4. **TERMINATION FOR CAUSE.** Schneller LLC may terminate this order or any part hereof for cause in the vent of any default by the vendor or if the vendor fails to comply with any of the terms and conditions of this offer. In the event of termination for cause, Schneller LLC shall not be liable to Seller for any amount, and Seller shall be liable to Schneller LLC for any damages sustained by reason of the default which gave rise to the termination.
5. **CHANGES.** Schneller LLC shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

Changes to the product, process definition, raw materials or construction thereof, will not be made without written approval from Schneller LLC Q.A.



6. PROPRIETARY INFORMATION – CONFIDENTIALITY. Seller shall consider all information furnished by Schneller LLC to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Schneller LLC to do so.
7. PATENT INDEMNIFICATION. Seller shall indemnify and save harmless Schneller LLC, its successors, assigns, customers or users of its products from and against all loss, liability and damage, including costs and expenses resulting from any claim that the manufacture, use, sale or resale of any of the goods supplied under this order infringe any patent or patent rights unless product or construction is made exclusively for Schneller LLC according to Schneller LLC's specifications. Seller shall, when notified, defend any action of claim of such infringement at its own expense. Schneller LLC may be represented by and actively participate through its own counsel in any such suite or proceeding if it so desires, and the costs of such representation shall be paid by the Seller.
8. INSPECTION/TESTING. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Schneller LLC shall have the right to inspect such goods and to reject any or all of said goods which are in Schneller LLC's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Schneller LLC's other rights, Schneller LLC may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Schneller LLC receives goods whose defects or nonconformity is not apparent on examination, Schneller LLC reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.
9. RIGHT OF ENTRY/RECORD RETENTION. Acceptance of this Purchase Order assures Schneller LLC, its customers and regulatory agencies the right to verify supplier's quality systems, materials being supplied and any applicable quality records at any and all facilities involved in this order. Records generated in support, of products sold to Schneller LLC must be in the English language and they must be controlled and maintained for a minimum of ten (10) years. These records must be made available to Schneller LLC upon request. Seller shall be notified if Schneller LLC inspection is to be conducted on a specific shipment at the Sellers' plant. No shipments are to be held for Schneller LLC inspection unless notification is received prior to, or at time of shipment.
10. FORCE MAJERUE. Schneller LLC may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Schneller LLC and shall deliver them when the cause affecting the delay has been removed. Schneller LLC shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this agreement at Schneller LLC's request. Causes beyond Schneller LLC's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.
11. ENTIRE AGREEMENT. This purchase order and any documents referred to on the face hereof, constitute the entire agreement between the parties. Schneller LLC's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Schneller LLC's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
12. ASSIGNMENTS AND SUBCONTRACTING. No part of this order may be assigned or subcontracted without prior written approval of Schneller LLC.



13. SET-OFF. All claims for money due or to become due from Schneller LLC shall be subject to deduction or setoff by the Schneller LLC by reason of any counterclaim arising out of this or any other transaction with Seller.
14. LIMITATION ON SCHNELLER LLC'S LIABILITY – STATUTE OF LIMITATIONS. In no event shall Schneller LLC be liable for anticipated profits, or for incidental or consequential damages. Schneller LLC's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Schneller LLC shall not be liable for penalties of any description. Any action resulting from any breach on the part of Schneller LLC as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.
15. MISCELLANEOUS. All rights and remedies of Schneller LLC and Seller under this contract are in addition to Seller's other rights and remedies and are cumulative, not alternative. If shortages should occur in Seller's supply of specific items, Seller may prorate its deliveries. In the absence of proof to the contrary, it shall be presumed that the date, hereof, was the date of mailing hereof. The validity, performance, construction and effect of this contract shall be governed by the laws of the State of Ohio, including its provisions of the Uniform Commercial Code, for goods manufactured in the United States. In regard to goods manufactured outside the United States, the obligations of the parties shall be governed by the provision of the 1980 U.N. Convention on Contracts for the International Sale of Goods.
16. OWNERSHIP OF DRAWING PATENTS AND OTHER PROPERTY. Patterns, dies, tools, formulas, or drawing and all other items furnished or paid for by Schneller LLC shall remain the property of Schneller LLC and shall be used only in the performance of orders from Schneller LLC and shall be returned on request.
17. WAIVERS. For new or experimental materials being ordered, specific items listed above may be waived by Schneller LLC to ensure developmental work proceeds without hindrance.
18. MATERIAL SAFETY DATA SHEETS. If applicable, Material Safety Data Sheets (MSDS) will be included with the initial shipment and with the first shipment after a MSDS is update, per 29 CFR Part 1910.1200.
19. NONCONFORMING PRODUCT/MATERIAL. If the Seller identifies nonconforming product/material prior to or following that product's shipment to Schneller LLC, the Seller is to notify Schneller Q.A. It is then the responsibility of Schneller Q.A. to evaluate the nonconformance and determine appropriate disposition.
20. FLOW DOWN OF REQUIREMENTS TO SUBTIER SUPPLIERS. The seller is responsible to flow down to subtier suppliers the applicable requirements found in Schneller LLC's purchasing documents, including regulatory characteristics where required.