

 Supplemental Purchase Order Conditions	Form Number: CWI-F 2.20	Origination Date: 11Dec01
Owner: Purchasing Title: Technical Sales & Support	Revision Date: Rev 1 / 10-28-20	Page 1 of 2

THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF:
Chainworks Inc.

Supplemental Purchase Order Conditions

1. The Supplemental Purchase Order Conditions (SPOC) document is an addendum to the Chainworks Incorporated Purchase Order (PO).
2. Acceptance of the PO constitutes acceptance of the SPOCs.
3. This order can be accepted in writing or by delivery, the rendering of services, or commencement of work on supplies to be manufactured for Buyer, pursuant to this order.
4. Acceptance of this purchase order is expressly limited to acceptance of all the terms and conditions hereof. If there shall be any inconsistency between this PO and Seller's acceptance, the provisions of this PO shall govern and control.
5. Any modification, alteration or addition to this PO shall be issued by an authorized representative of the Buyer. Buyer reserves the right to modify this order at any time, and to terminate work under this order in whole or in part at anytime, by written or telegraphic notice.
6. Invoice payment terms, FOB point, part number, description and price are as listed on the face of the PO.
7. The contract resulting from acceptance of this order is to be construed and governed to the laws of the State of Michigan. Neither this contract nor any interest therein shall be assigned by the Seller.
8. Do not ship goods prior to specified date unless otherwise approved by Buyer. Shipping dates will be supplied on releases issued periodically by buyer.
9. Buyer may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation. Buyer may from time to time with reasonable notice, change or temporarily suspend shipping schedules specified in shipping releases. Buyer shall not be liable for any material, either raw or in process, provided by Seller in excess of Buyer's releases.
10. Promptness of completion and/or delivery is of the essence. Buyer reserves the right to cancel without expense to itself if not fulfilled within a reasonable length of time. Seller shall not be responsible for delays, which are beyond Seller's control.
11. Delivery of goods and/or services in conformity with buyers quality standards and specifications is essential to this order. Seller grants buyer and buyers customers the right to inspect and audit seller's facilities and processes, at Buyer's expense, to verify Sellers process and facilities with Buyer's quality standards and specifications. Such inspections shall be at reasonable times and after reasonable notice. Seller will obtain Buyer's approval prior to making any changes to its manufacturing processes. Buyer reserves the right to require sample approval and testing before approving any process change.
12. Goods and/or services purchases are subject to Buyer's inspection and to approval or rejection despite prior payment. If goods are rejected, Buyer may hold or return same at Seller's expense for transportation both ways. If prior payment has been made, Seller shall reimburse Buyer for the value of any goods and/or services rejected. Seller shall be responsible for costs associated with discrepant material. Discrepant material shall be defined as material which does not meet specification.
13. Seller hereby agrees to supply all products referenced on the Purchase Order exclusively to Buyer unless Seller receives written approval from Buyer to deviate from this condition.



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Page
2 of 2

14. There is no verbal understanding or agreement different than herein stated.
15. If order covers tooling paid for by Buyer, such tooling shall become Buyer's property. Buyer will only pay actual cost of such tools and Seller must account for such costs prior to payment. Tooling must be maintained in good repair by Seller at its expense. Routine maintenance costs are to be paid by the Seller. Seller shall notify Buyer with adequate lead-time of any tooling replacement required to allow for customer approval and appropriation of funds required to replace the tool. It is the responsibility of Seller to track and maintain records of tooling life and usage.
16. Buyer at any time, by written order, may change the design (including drawings, materials and specifications), processing, method of packing and shipping, and place of delivery of the supplies and services. If any such change affects cost or timing, Buyer shall adjust purchase price and delivery schedules equitably. Seller shall in no event make any change in design, processing, packing, shipping or place of delivery of the supplies and services without Buyer's written approval.
17. Seller shall indemnify, and save harmless Buyer, its officers, directors, subsidiaries, successors, assignees, licensees, customers and product users against all royalties, costs, expenses, liabilities, damages, claims, demands, council fees, judgments, and suits in law or equity (and upon request shall defend same at Sellers expense) for or resulting from (a) any actual or alleged patent, trademark, or copyright infringement, Seller's notice of which shall be promptly communicated to Buyer, or (b) any defective materials or workmanship, breach of warranty, or other act or omission of Seller, its agents, subcontractors, or suppliers, negligent or otherwise or (c) any injury to person or property resulting from work done by or for Seller or (d) the manufacture or sale by seller of any ordered materials.
18. Remedies herein reserved to Buyer shall be cumulative and additional to any other remedies in law or equity. Fulfillment of all the terms and conditions is prerequisite to right to receive payment.
19. Seller hereby grants to Buyer and its affiliates license to use and sell Products covered by this PO. The licensed rights granted herein by Seller to Buyer are granted without any requirement for the payment to Seller of additional consideration.
20. All goods and services furnished to Buyer by Seller shall comply with any and all environmental, health and safety regulations of all governmental entities with jurisdiction over Buyer or Seller, including international, national, provincial, state, county, municipal and other entities.

Revision History Table

REVISION #	Org	1			
WRITTEN/REVIS D BY	R. Hubbard	Teresa Grammer			
QS Administrator	Steve Bauer	Jacob DeKamp			
Purchasing Approval	Steve Bauer	Steve Bauer			
Summary of Changes	Created	Updated name and number to reflect CWI's Processes			
ISSUE DATE	12-11-01	10-28-20			