

CENTURY, LLC.
PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.** The term "Company" means Century, LLC., or any company, entity, or person that is a subsidiary of, an affiliate of, or related to Century, LLC. The term "Seller" means any individual, corporation or other entity who is to perform or provide the Work or Goods ordered by Company ("Work") under the purchase order to which these terms and conditions are applicable. The term "Work" means all goods, items, materials, equipment, labor, design, formulation, testing or other services that is the subject of this purchase order.
2. **Warranty.** Seller warrants that all Work will conform to the description and specifications contained in Company's purchase order, will be free from defects in design, material and workmanship, and will be merchantable and fit for Company's intended use, all for a period of four (4) years after the final acceptance of the Work, or such longer period as may be otherwise stated on the face of the Company's purchase order. If Seller breaches this warranty, Seller, at Company's option, will either, repair the defective Work, replace the defective Work or refund the purchase price, and in addition, will compensate Company for all incidental and consequential damages incurred by Company due to the breach of warranty. If Company selects repair or replacement, any defects will be remedied without cost to Company, including but not limited to, the costs of removal, repair and replacement of the defective Work, and reinstallation of new Work. All such defective Work that is so remedied will be similarly warranted as stated above. Additionally, Company remains entitled to all remedies afforded to it by the Michigan Uniform Commercial Code and common law.
3. **Patents.** Seller agrees to indemnify and save harmless Company from all claims arising out of any infringement of patents or copyrights arising out of Company's purchase, use or sale of the Work supplied under this purchase order, and to defend at Seller's expense, including reasonable attorney's fees, any and all suits or actions, based on such claims.
4. **Seller's Liability and Indemnification.** Seller will save and hold Company harmless from and against all liabilities, claims and demands, and damages on account of personal injuries, including death, or property loss or damage to Company or to others (including Seller and employees and invitees of Seller and of Company) arising out of or in any manner connected with the performance of such Work or any defect in the Work, or caused by the negligent or willful act or omission to act of Seller, or a supplier of Seller, or employees or invitees of either of them, and Seller will, at its own expense, defend any and all actions based on such negligent or willful acts or omissions to act, and will pay all reasonable charges of attorneys and all costs and other expenses arising out of these obligations of indemnification.
5. **Insurance.** If Seller, either as principal or by agent or employee, enters upon the property of Company in order to do any Work, Seller agrees to maintain the following types of insurance coverage: (a) Worker's Compensation Insurance or qualification as a self-insurer to satisfy the laws of the state in which the Work will be performed; (b) Employers' Liability Insurance for Bodily Injury per accident with limits of not less than \$1,000,000 and Bodily Injury by Disease with limits of not less than \$1,000,000 per policy; (c) Commercial General Liability Insurance for personal injury and property damage, including contractual liability insurance, with combined limits of not less than \$1,000,000 per occurrence; and (d) Automobile Liability Insurance for personal injury and property damage with combined limits of not less than \$1,000,000 per occurrence. Seller will assure that its Worker's Compensation insurer or Seller, if self-insured, agrees to waive all rights of subrogation against Company except for claims caused by Company's sole negligence. Upon Company's request, Seller will provide Company with written certification, reasonably acceptable to Company, of Seller's compliance with the requirements listed in this Section 5. The requirements in this Section 5 are separate and distinct from any other obligations of Seller under Company's purchase order.
6. **Changes.** Company may, at any time, in writing, make changes to the general scope of this purchase order. If any such change causes an increase or decrease in the cost of or time required for the performance of any Work under this purchase order, an adjustment will be made to the price or delivery schedule, or both reflecting the documented actual delay or cost increase incurred by Seller, as agreed to by Company, and this purchase order will be modified in writing accordingly.
7. **Termination.** Company may terminate its purchase order at any time by giving written notice to Seller at Seller's regular place of business. After receiving written notice of termination, Seller will immediately cease the Work indicated in the notice of termination. In the event of such a termination, Company will reimburse Seller for the lesser of Seller's actual costs incurred or the prorated portion of Seller's actual bid cost based upon the percentage of completion, plus a Seller's prorated overhead and profit included in its bid based upon the percentage of the Work completed as of the termination date.
8. **Liens.** Seller guarantees that no lien, encumbrance or security interest will be filed by anyone against Company, Company's property or the Work for materials or labor or both furnished under this purchase order and will defend and hold Company harmless from any such liens, encumbrances or security interests and will pay all attorney's fees and all other costs and expenses arising from such liens, encumbrances or security interests.
9. **Independent Contractor.** Seller is an independent contractor and not an employee or agent of Company. Company disclaims any right to control the manner of performance by Seller and Company will not control the manner of performance by Seller. Seller has no authority to direct or control the performance of any employee of Company. Seller's role will be that of an adviser and not of master to any Company employee. Seller does not have any Company title and Seller is not eligible for Company benefits or employee plans.
10. **Assignment.** The Work, as a whole, covered by this purchase order and amounts payable by Company to Seller under this purchase order are not assignable by Seller without the prior written consent of Company. Company shall have the right to assign any part of this Purchase Order to any customer or other third party of it who acquires goods or services from Company unto which the Work is incorporated.
11. **No Violation of Law.** Seller warrants that it will comply with all foreign, federal, state and local laws and regulations in connection with or related to the Work.
12. **Environment, Health, Safety and Security.** If Seller, either as principal or by agent or employee, enters upon the property of Company, Seller agrees to comply with Company's rules and regulations and all applicable governmental environmental, health, safety and security laws and regulations.
13. **Hazardous and Dangerous Goods and Materials.** For any goods or materials furnished in accordance with this purchase order which are defined as hazardous or dangerous under applicable law, Seller will provide Company with hazardous warning and safe handling information in the form of a material safety data sheet (MSDS) and appropriate labeling for such goods or materials.
14. **Equal Employment Opportunity.** Unless this purchase order is exempted by law, Seller will comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Americans with Disabilities Act, as they have been or will be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. These regulations may also require your company to submit an EEO-1 Report and to develop an Affirmative Action Plan if the value of any contract exceeds \$50,000 and your company has 50 or more employees. If requested by Company, Seller will furnish to Company an executed Certificate of Non-segregated Facilities.
15. **Verification of Purchased Product.** Seller agrees to allow right of access and comply with and assist in any procedures established by Company for inspection, verification and release of product to be performed by Company, its customers or regulatory authorities at Supplier's manufacturing facility as well as supply chain facilities.
16. **Notification of Change.** Seller must notify of any changes in product and/or process, changes of suppliers, changes of manufacturing facility location and obtain our approval when required.
17. **Confidentiality.** Seller and its employees shall not disclose to any person other than the Company any customer information, design, specifications or other information concerning projects or products under development by Company or its customers.
18. **Disputes.** These Purchase Order Terms and Conditions shall be governed by the law of the State of Michigan. Any claims or disputes concerning same shall be decided by a single arbitrator acting in either Traverse City or Southfield, Michigan, as determined by Company under the Commercial Arbitration Rules of the American Arbitration Association, whose decision shall be enforceable in any Michigan Court of general jurisdiction.
19. **Entire Agreement.** This purchase order sets forth the entire agreement between Company and Seller. By accepting this purchase order it is understood that Seller agrees to Company's terms and conditions. Company objects to any additional or conflicting terms and conditions in Seller's acceptance of this purchase order. Any changes or amendments to the terms and conditions in this purchase order must be agreed to in writing by Company.
20. **Cleaning of Parts.** Seller agrees, and where applicable, will certify, that all parts, materials, etc., supplied to Company are free from any processing which included washing or cleaning.
21. **Time of Delivery.** The required times of delivery as set forth in this Purchase Order are of the essence of this Purchase Order.
22. **Access.** Seller agrees to grant access to company personnel, its applicable customer and any associated regulatory agencies to all applicable areas of seller's facilities and supply chain involved in the above order and to all applicable records.
23. **Costs.** Cost occurred by the Company as it relates to non-conforming stemming from supplier products or services could result in charges to include all fees, labor, burden, OSP and material cost related to scrap or rework of product.