Auto-Turn Acquisition, LLC – Purchase Order Terms and Conditions

1.0 In these standard conditions of purchase, the term "Purchaser" refers to Auto-Turn Acquisition, LLC ("Auto-Turn") and the term "Supplier" refers to the entity named as the Supplier in the purchase order to which these standard conditions apply.

2.0 The supplier warrants that all materials, goods, and services (that are the subject of the purchase order) will be supplied in full accordance with the requirements specified in the purchase order and will be fit for the purpose intended by the Purchaser.

3.0 Materials, goods, and services (that are the subject of the purchase order) are to be supplied and delivered on or before the date or dates stated within the purchase order. In the event of any delay or delays in such supply and delivery, the Purchaser will have the right at its sole discretion to either extend the date or dates for supply and delivery or cancel the purchase order either in part or in whole without payment to the Supplier.

4.0 In the event of any breach of these Conditions of Purchase by the Supplier the Purchase shall have the right to assess, and for the Supplier to pay, any losses or expenses or damages resulting from the specific breach. These losses could include the financial impact of the Purchaser transitioning services to another supplier to meet conformity and schedule requirements related to the breach of the Supplier.

5.0 The Supplier shall indemnify the Purchaser against any claims which may be made against the Purchaser for unauthorized use or infringement of patent rights, trademarks, or protected rights regarding materials, goods, or services supplied within a purchase order.

6.0 Deliveries of materials and/or goods supplied under a purchase order are to be delivered to the address specified by Auto-Turn within the purchase order.

7.0 Deliveries of materials, goods, or services within a purchase order shall be accompanied with the following information (with additional information within Auto-Turn's Supplier Quality Manual – AT-SQM-01):

- **7.1** Referenced Auto-Turn Purchase Order number
- **7.2** Part Number(s) of supplied materials, goods, services and the associated quantities
- **7.3** Applicable qualification/certification paperwork (defined within the Auto-Turn purchase order)
- **7.4** Certificate of Conformance (if required per Auto-Turn purchase order)

8.0 All purchase orders must be signed by the Supplier's Authorized Representative (an employee of the Supplier with formal authority to approve product delivery). Any purchase order not having an Authorized Representative's signature will be dispositioned as non-conforming and will not be eligible for receipt or payment.

9.0 The prevent delay of payment, the Supplier's invoice must include (at minimum) the Auto-Turn purchase order number, the applicable part number(s) within the specific purchase order, the delivery date of material, goods, and/or services, and the specific quantity delivered per part number. The unit and total price must match the Auto-Turn provided purchase order.

10.0 Auto-Turn payment terms (unless otherwise note on the applicable purchase order) – Net 30.

11.0 These Auto-Turn purchase order terms shall supersede any provided information by the Supplier or Purchaser prior to receipt of a purchase order.

12.0 Execution of an Auto-Turn purchase order automatically implies acceptance by the Supplier of all the above-noted Terms and Conditions.