1. ACCEPTANCE. These Terms and Conditions of Purchase and all documents referenced herein (collectively, the “Order”) is an offer by Webb Wheel Products, Inc. (“Buyer”) to purchase the goods (“Goods”) and/or services (“Services”) and together with the Goods, the “Deliverables” described in Buyer’s purchase order from the person or entity to whom the purchase order is addressed and Buyer’s order is limited to the extent of specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Buyer; (b) free from defects in material, workmanship and design, (c) merchantable and fit and sufficient for the purposes intended; (d) free and clear of all liens, Claims, security interests or encumbrances; (e) free of claims of infringement or misappropriation of any third party’s intellectual property rights; and (f) produced and furnished in compliance with all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS, Prop. 65, and applicable FMVSS and FMCSRs (“Laws”), and (B) Buyer shall (a) comply with all applicable Laws and Buyer’s orders, specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Buyer; (b) take all necessary steps to ensure that the Goods are delivered in the quantities and on the dates specified in the Order. Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Buyer’s option, be returned to, or held for disposition, at Seller’s expense and risk.

5. WARRANTIES. Seller warrants that (i) all Deliverables are and will be (a) in full conformity with specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Buyer; (b) free from defects in material, workmanship and design, (c) merchantable and fit and sufficient for the purposes intended; (d) free and clear of all liens, Claims, security interests or encumbrances; (e) free of claims of infringement or misappropriation of any third party’s intellectual property rights; and (f) produced and furnished in compliance with all applicable foreign, federal, provincial, state and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS, and applicable FMVSS and FMCSRs (“Laws”), and (B) Buyer shall (a) comply with all applicable Laws and Buyer’s orders, specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Buyer; (b) take all necessary steps to ensure that the Goods are delivered in the quantities and on the dates specified in the Order. Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Buyer’s option, be returned to, or held for disposition, at Seller’s expense and risk.

6. INSPECTION. All Deliverables are subject to inspection and testing by authorized representative(s) of Buyer and/or Buyer’s customers at all reasonable times and places, including during production. Buyer reserves the right to reject or revoke acceptance, whole in or part of, Goods which fail to meet any requirement of the Order, notwithstanding inspection, testing, delivery, acceptance and/or payment and such Goods may, at Buyer’s option, be returned to Seller at Seller’s cost or held for disposition at Seller’s risk and expense.

7. INDEMNIFICATION. Seller shall defend, indemnify, and hold Buyer, its affiliates and their respective officers, directors, members, managers, shareholders, employees, customers, successors and assigns, harmless against any and all claims, damages, losses, liabilities, lawsuits, dispute resolution, judgments, fees, settlements, penalties, costs and expenses including without limitation all attorneys’ fees and litigation costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, whether direct, indirect, incidental, consequential, or otherwise (collectively, “Claims”) arising out of relating to (i) the Deliverables (including death, injury and property damage); (ii) actual or alleged act, omission, negligence or failure to comply with the Order or any other agreement between Buyer and Seller; (iii) any Recall; (iv) actual or alleged infringement or misappropriation of any IP Right; (v) loss or damage to Buyer’s Property; and (vi) Seller’s breach of the Order. Seller shall not enter into any settlement without Buyer’s prior written consent. This indemnification is in addition to the warranty obligations of Seller.

8. INTELLECTUAL PROPERTY. Seller represents and warrants that the manufacture, sale, performance and use of the Deliverables will not infringe any patent, copyright, trademark, trade secret, know how or other intellectual property or proprietary right (“IP Right”). If all or any portion of the Goods are held to constitute an infringement of a patent and/or their use is enjoined for any reason, Seller shall promptly, and at its own expense, either procure for Buyer the right to continue using such Goods royalty-free or replace such Goods to Buyer’s satisfaction with non-infringing goods of equal quality and performance.

9. INSURANCE. Seller shall obtain and maintain at all times in which the Order is in effect and for no less than two (2) years thereafter, at its own cost, at least $50 million general liability insurance coverage, including products and contractual liability, providing coverage for all or any part of Seller’s obligations under the Order. If any amounts are disputed by Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to deduct any sums found by Buyer to be due to Buyer on account of any claims for damages or otherwise caused by Buyer or any of its customers, representatives or agents to add additional insureds; (2) be endorsed to waive any rights of subrogation against Buyer; (3) provide contractual liability coverage to Seller for its indemnity obligations; and (4) be endorsed to provide that such insurance is primary to and non-contributory with any other insurance obtained by or for on behalf Buyer resulting from any or all of Seller’s obligations under the Order. Seller shall provide written notice to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any required insurance coverage. Prior thereto and at any time upon reasonable request, Seller will provide certificates of insurance to Buyer along with other documentation as may be reasonably necessary to evidence such coverage. Seller will be responsible for maintaining in effect such insurance and the state of Buyer’s principal place of business or the state of Buyer’s incorporation, without regard to any rules on conflicts of laws.

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case any one or more provisions contained in an Order shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of the Order and are included solely for the convenience of the parties. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order.