



United Alloy Inc. Standard Vendor Agreement

1. **Execution of Agreement.** This Standard Vendor Agreement (“Agreement”) is by and between UA and the vendor designated on the Signature Page (“Vendor”) and is effective as of the date signed by Vendor. This Agreement applies to any provision of goods and incidental services (“Products”) by Vendor to UA from and after the effective date, and it includes the terms and conditions of all attached Exhibits. By executing this Agreement, Vendor acknowledges Vendor’s acceptance of the terms and conditions contained herein.
2. **Purchase Orders**
  - 2.1. The legal basis for UA’s purchase of Products is set forth in UA’s purchase orders (“UA Purchase Order”) and this Agreement.
  - 2.2. The terms and conditions applicable to all UA Purchase Orders (the “P.O. Terms and Conditions”) are attached as Exhibit A. Unless Vendor and UA have both executed a written amendment to the P.O. Terms and Conditions, the P.O. Terms and Conditions shall apply to every purchase of Products by UA from Vendor.
  - 2.3. For any inconsistency between this Agreement (including the P.O. Terms and Conditions) and the terms and conditions contained in other documents relating to the business to be conducted between UA and Vendor, the terms and conditions of this Agreement (including the P.O. Terms and Conditions) will prevail unless the conflicting document provides otherwise and is signed by both UA and Vendor.
  - 2.4. UA Purchase Orders are transmitted only via electronic mail from an authorized purchasing agent of UA. No purchase order is valid or binding on UA unless it is prepared on UA’s form.
  - 2.5. Vendor is required to confirm its receipt of all UA Purchase Orders within 24 hours of receipt by emailing such confirmation to the sender.
3. **Notices.** Any notice called for in this Agreement must be in writing and sent to a UA Purchasing contact. Except to the extent electronic mail notices are required as the exclusive means of notice in sections below, any such notice may be given by personal delivery, first class mail, overnight delivery service, or electronic mail. Notices will be effective 1) upon delivery if made by personal delivery; 2) on the next business day if made by overnight delivery service; 3) three business days after mailing if mailed by first class mail; and d) when acknowledged as received if made by electronic mail. If notice is given by any method other than electronic mail, the party giving such notice shall transmit duplicate notice via electronic mail on the same date notice is given. Either party may change the party’s notice address at any time by giving notice of the change given pursuant to this section.
4. **Insurance Requirements.**
  - 4.1. **Minimum Requirements.** Vendor will maintain at all times while providing Products to UA, at Vendor’s own cost and expense, insurance coverage of the types and in such amounts as described in Exhibit B with a company that has an A.M. Best Co. rating of “A-” or better. Products liability and completed operations insurance must provide coverage in respect of claims involving bodily injury or property damage arising out of or in connection with the Products. Vendor may comply with the required “per occurrence” limit through a combination of Primary and Excess Liability insurance policies. The insurance must be primary and not excess or contributing with any insurance or self-insurance maintained by UA. All policies will include a Waiver of Subrogation. All defense costs are the responsibility of the Vendor as required by the Additional Insured Vendor’s Coverage ISO 20 15 07 04 or equivalent coverage. The insurance coverage required under this Agreement must be Occurrence coverage and maintained by each Vendor for a minimum period of five (5) years following any purchase by UA. Alternatively, claims made coverage is acceptable with automatic five (5) year tail coverage.
  - 4.2. **Certificates of Insurance.** Before Vendor ships any products to UA, Vendor will deliver to UA a Certificate of Insurance including UA and its subsidiaries, affiliates, directors, officers, agents and employees under the Vendors Additional Insured coverage. The Certificate of Insurance must identify all self-insured retentions and/or deductibles to the current ISO general liability policy. Vendor must provide a minimum of thirty (30) calendar days advance written notice should said insurance be cancelled (voluntarily or otherwise), materially changed, or expire. If said insurance is canceled or expires during the period of time coverage is required under this Agreement, Vendor must provide proof of replacement insurance coverage a minimum of ten (10) calendar days in advance of the effective date of such cancellation or expiration. Failure to provide such proof of insurance will result in payments being withheld by UA until such time as such proof of replacement insurance is received. If payment to Vendor is delayed by Vendor’s failure to furnish UA with acceptable proof of insurance, Vendor acknowledges that no discount terms previously negotiated with UA will be lost, revoked, denied or reduced, and UA will continue to enjoy such negotiated discounts to such extent as if payment were made within the time period necessary to obtain them.
5. **Vendor Shutdown Notices.** Vendor shall deliver to UA advance written notice of any planned closure of any Vendor-controlled facility that supplies Products to UA no less than thirty (30) days prior to the planned closure. Any such notice shall state the duration of the planned closure in order to afford UA an opportunity to purchase replacement goods and have them delivered on a timely basis.
6. **Price Increase Notices.** Vendor’s prices shall not be higher than last paid by UA unless otherwise agreed in writing. Vendor must deliver to UA advance written notice of any proposed price increases a minimum of sixty (60) days before the effective date of such price increase with respect to all Products. UA will not be obligated to pay any price increase for any Product for which Vendor has not timely delivered such written notice pursuant to this section.
7. **Accounting Requirements**
  - 7.1. Vendor must reference a UA Purchase Order number and Vendor’s invoice number when making inquiries or corresponding with UA regarding any Product.

- 7.2. Vendor must provide a separate invoice for each UA Purchase Order shipped. Each invoice must include the following: 1) Unique invoice number; 2) UA Purchase Order number; 3) Vendor name and "remit to address;" 4) Complete address to which the product was shipped; 5) Net payment before cash discount; 6) Payment terms; 7) Total shipped quantity and total invoiced quantity; and 8) Invoice date on or after the ship date.
- 7.3. Each invoice must be transmitted to UA either via mail to United Alloy, Inc., Attn: Accounts Payable, 4100 Kennedy Road, Janesville, WI, 53545; or via electronic mail to [apar@unitedalloy.com](mailto:apar@unitedalloy.com).
- 7.4. Vendor shall not send any duplicate invoices unless requested by UA's Accounts Payable department.
- 7.5. Vendor shall send itemized statements to UA on the first of each month.
- 7.6. Vendor must notify UA's Accounts Payable in writing of any change to Vendor's "remit to address." Failure to do so will delay payments.
- 7.7. All discount dates and payment due dates shall be computed based on the latter of 1) the date the Products are scheduled for delivery, 2) the date the Products are actually received at UA's designated location, and 3) the date UA actually receives Vendor's invoice. All discounts will be calculated on the gross amount.
- 7.8. Vendor must keep full and detailed accounts of Vendor's business with UA for a period of not less than five (5) years, or for such longer periods as may be required by applicable laws and regulations. Vendor shall exercise such controls as may be necessary for proper financial management with respect to transactions with UA.
- 7.9. Vendor must give notice to UA of any claim of 1) non-payment of an invoice or 2) non-receipt of Products returned by UA to Vendor at least 90 days prior to the expiration of the carrier's claim status.
- 7.10. UA reserves the right to collect any amounts due from Vendor to UA by deducting or offsetting said amounts against any sums that Vendor owes to UA.
8. **Confidential Information.** Vendor acknowledges Vendor may from time to time possess information that has been created, discovered, developed by or provided to Vendor by or on behalf of UA, which information has commercial value in UA's business and which is not in the public domain. As used herein, "Confidential Information" means all information (whether oral, observed, or written) that is marked or treated as confidential, restricted, or proprietary by UA, including but not limited to customer information, pricing information, product information, employee information, information regarding business planning and operations, and administrative, financial, and marketing activities.
- Confidential Information with the same degree of care Vendor uses in protecting Vendor's own confidential information, but not less than reasonable care. Vendor will not, without UA's prior written consent, use or disclose any Confidential Information to any person except Vendor's authorized employees who require the same in connection with fulfilling Vendor's obligations to UA. Vendor will not commercially utilize any Confidential Information without UA's express prior written consent. Unless otherwise agreed in writing, Vendor shall not make copies of any Confidential Information. Notwithstanding the foregoing, Vendor will have no obligation under this Section with respect to any Confidential Information that Vendor can prove is: 1) received from a third party having a bona fide right to such information and not under an obligation of confidentiality; 2) approved for release in writing by UA; 3) developed independently without reliance on any Confidential Information; 4) published or becomes generally available through no act or failure to act on the part of Vendor, 5) publicly known through no wrongful act of Vendor, or 6) required to be disclosed by a court of law, provided Vendor notifies UA prior to such disclosure that such disclosure has been requested. Upon termination of Vendor's relationship with UA, or at an earlier time at UA's request, Vendor will return all Confidential Information contained in a tangible form to UA.
9. **Publicity.** Vendor will inform and obtain the prior written consent of UA prior to making any public announcement, through press releases or otherwise, concerning its relationship with UA.
10. **Modification of Terms.** UA reserves the right to modify the terms of this Agreement upon written notice to Vendor.
11. **Delivery and Logistics Requirements.** Vendor will comply with the following delivery and logistics requirements.
- 11.1. **Packaging Requirements.** Vendor must prepare Products for shipment as specified by the UA Purchase Order.
- 11.2. Material certifications are required for each delivered item of steel (any grade/gauge/standard). Vendor shall transmit such certifications to UA on or before the delivery date via email to [Quality@unitedalloy.com](mailto:Quality@unitedalloy.com).
- 11.3. Packaging of sheet, plate, and structural steel shall comply with the following requirements: 1) Each part number must be labeled and bundled separately. 2) All sheet (carbon, aluminum, stainless, etc.) and plate must be delivered on a skid with a maximum weight of 4,000 lbs. per skid. 3) Any materials shipped on a wooden skid must have a moisture barrier between the material and the wood. 4) All skids must a) be built for forklifting from the side; b) have runners the full length of the material; and c) have cross blocks nailed to the runners the full width of the material. 5) UA may require Products to be converted to acceptable pallets at the Vendor's or carrier's expense.
- 11.4. Pallets are considered part of the cost of Products.
- 11.5. **Packing Lists | Product Labels**
- 11.5.1. A detailed packing list must accompany every shipment. When shipping via UPS, FedEx, or any other delivery service, the packing list must be applied to each box/carton shipped.
- 11.5.2. Each packing list shall include: 1) Supplier name and address; 2) Date shipped / via. 3) UA Purchase Order and line number. 4) UA part number and description. 5) Total quantity of units and total number of cartons, boxes and/or pallets. 6) Indicate the quantity and cost of pallets if Products are delivered on pallets for which UA will be charged.
- 11.5.3. Each shipment must clearly indicate which pallet or carton contains the packing list, which shall be attached to the lead pallet or carton.
- 11.5.4. Each part, pallet and/or carton delivered to UA must be labeled with UA part number, UA Purchase Order number, and line number. When shipping multiple cartons, boxes, or pallets, a sequential number must be placed on each for the total shipment. (For example: 1 of 5, 2 of 5, 3 of 5, etc.).
- 11.5.5. Products shall be labeled only in such manner and as to such goods or packaging as UA expressly directs.
12. **Routing and Shipping**
- 12.1. Vendor shall list all UA Purchase Order numbers on the Bill of Lading. (This service may be performed by the carrier on the freight bill.)
- 12.2. Vendor shall mark all cartons and Bills of Lading with complete shipping address.
- 12.3. All shipments on the same day to same destination must be combined and shipped on a single Bill of Lading irrespective of class variance. This also applies to shipments to UA's consolidator.

- 12.4. Vendor shall ship Products to UA by Air and Next Day Air only if specifically authorized in advance of shipment by UA's Supply Chain Employees - Supply Chain Administrator, Purchasing Assistant or Supply Chain Manager.
- 12.5. All excess transportation charges due to split shipments and back orders or failure to follow shipping and delivery instructions may be charged to Vendor. In the event of a strike or embargo, Vendor will need to obtain alternate shipping instructions.
13. **Fuel Costs.** All Product pricing shall include all applicable fuel and energy surcharges. UA will not be liable for and will not pay any invoiced energy and/or fuel charges.
14. **Scheduling and Making Deliveries.**
  - 14.1. Vendor must pre-schedule all visits to UA via [United.alloy@modetransportation.com](mailto:United.alloy@modetransportation.com)
  - 14.2. All steel/pallet deliveries must be scheduled a minimum of 24 hours before the requested arrival due date, by contacting UA's Receiving department at [receiving@unitedalloy.com](mailto:receiving@unitedalloy.com). Vendor shall be required to provide Vendor name, UA Purchase Order number, and pertinent load information (including number of pallets and weight, if available) to schedule any appointment for delivery. Time and dates of delivery are noted on Purchase Orders.
  - 14.3. All deliveries shall be made through designated receiving doors only.
  - 14.4. UA shall unload and place all Products in UA's designated receiving area. If a load is too large to fit in UA's designated area, UA will select an alternate staging site. Vendor's driver is to remain in vehicle while unloading and driver is to not interfere with unloading. Driver is not to distract UA employees. Driver's delivery vehicle must be turned off while inside UA's premises.
15. **Rejections and Returns.** UA's delivery acceptance is plus 3 days early / 0 days late, and requires on-time delivery of 95%. All Products not in compliance with the terms of UA's Purchase Order, or shipped contrary to the same, or in excess of the quantities ordered, or substituted for Products ordered, or not shipped according to UA's requirements, or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by UA and returned or held at Vendor's expense and risk. By way of example, UA will find Products to be nonconforming and subject to rejection and return to Vendor for reasons that include, but are not limited to: 1) Vendor performance does not meet UA Purchase Order terms and specifications. 2) Product is not delivered at time specified, or is over shipped or substituted. 3) Product is damaged due to poor packaging, broken pallets, etc. 4) Product shows aesthetic and/or quality issues such as waviness, pits, scratches, gouges, camber, orientation and dents. UA will inform Vendor of rust non-conformance as soon as it is noticed and will debit Supplier on the next scheduled payment, or a credit may be issued if agreed upon. In the event of an over shipment, all Product shipped and received over the UA Purchase Order quantity will not be paid unless approved by UA. All risk, claims, storage and/or handling on nonconforming Product shall be the full responsibility of Vendor, and Vendor will assume all costs incurred with the nonconforming Product, including but not limited to: 1) Incoming and return freight charges. 2) All cost of unpacking, inspecting, examining, repacking, storing, and reshipping any rejected Products. 3) Any sorting or rework cost, subject to a \$100.00 minimum charged at the discretion of UA. If an outside service vendor is retained to sort or rework any Product and does not return the same quantity of Products delivered to the service vendor, then Vendor shall be charged back the cost of the omitted Products in addition to any sorting costs associated with the shortage. Vendor must contact UA with quantity scrapped and receive disposition instructions from UA. Shipping terms for returned Products are FOB UA's designated location, freight collect.
16. **Delivery Metrics and Improvement Plans.** Vendor acknowledges that UA has informed Vendor of UA's requirements for on-time delivery and reject percentages; that UA will continually measure Vendor's performance in relation to said metrics; and that if UA determines at any time in its discretion that Vendor has demonstrated a severe shortcoming in 1) the timing of any delivery and/or 2) the quality of Products delivered, UA may immediately require Vendor to prepare an appropriate improvement plan. UA may begin chargebacks if improvement plans are not maintained, and delivery/quality performance does not improve.
17. **Quality Assessments.** If requested and provided, vendor shall complete a Self-Assessment survey and return to UA. Vendor may be subject to an on-site visit by UA for an evaluation or re-evaluation of Vendor's Self-Assessment, if applicable, with advanced notice and agenda at UA's discretion. A copy of a vendor's quality system certification, ISO:9001 or similar, may be requested to have on file at UA.

#### **EXHIBIT A - UA Purchase Order Terms and Conditions**

1. **Applicability.** These UA Purchase Order Terms and Conditions and the terms of the Agreement apply to all UA Purchase Orders to Vendor.
2. **Acceptance of Terms.**
  - 2.1. UA's offer to purchase Products from Vendor is expressly subject to Vendor's acceptance of these UA Purchase Order Terms and Conditions and the Agreement.
  - 2.2. Vendor's shipment of Products in response to a UA Purchase Order constitutes Vendor's acceptance of these UA Purchase Order Terms and Conditions and any UA Purchase Order in which these UA Purchase Order Terms and Conditions are incorporated by reference, in their entirety, and precludes Vendor's objection to UA's Purchase Order Terms and Conditions and/or Vendor's inclusion of any different or additional items, terms or conditions in any resulting order except as set forth in written amendment referencing these UA Purchase Order Terms and signed by both UA and Vendor.
  - 2.3. If Vendor has previously made UA an offer with respect to the Products, no UA Purchase Order will operate as an acceptance of Vendor's offer, but instead will be deemed a counteroffer. By accepting a UA Purchase Order and/or by shipping Products in response to a UA Purchase Order, Vendor agrees that UA is not bound by any other term or condition of Vendor in any offer, quote, acknowledgment, invoice or otherwise, that is inconsistent with or in addition to the terms and conditions hereof. All sections of the Uniform Commercial Code that expressly or implicitly protect UA and are not inconsistent with any term hereunder are incorporated by reference, whether it be construed as an offer or acceptance.
3. **Vendor's Representations and Warranties.** By accepting the UA Purchase Order, Vendor makes the following representations and warranties:
  - 3.1. Vendor will deliver the Products identified in the UA Purchase Order and otherwise perform all its obligations under the UA Purchase Order in full accordance with all its terms, dating, and conditions, and with no changes.
  - 3.2. The Products shall conform exactly and in every respect to the terms of the UA Purchase Order and all applicable quantities, specifications, instructions, drawings, data, samples, descriptions, and demonstrations, which shall be deemed to be incorporated by reference as though fully set forth herein. In case of any questions or discrepancies, Vendor shall contact UA for decision, instructions, or interpretation.
  - 3.3. The Products shall be free from defects in material and workmanship; be of good material and workmanship; and be merchantable.
  - 3.4. To the extent Vendor has performed any design services with respect to the Products, the Products shall be free from defects in design.

- 3.5. Vendor is the lawful owner of the Products, has good right to sell same and convey good and merchantable title, and the Products are and will be conveyed free of any and all claims, liens, security interests or other encumbrances. Vendor represents that unless it has disclosed to UA otherwise, it is not a broker or reseller of the Products.
- 3.6. The Products shall be fit and sufficient for purposes for which goods of that type are ordinarily used, and are fit and sufficient for each purpose Vendor has specified.
- 3.7. Vendor will obey and conform to all applicable laws, rules and regulations, both domestic and foreign, in in every manner of its business related to the UA Purchase Order. Accordingly, Vendor represents and warrants:
  - 3.7.1. The Products and the manufacture, sale, storage, shipping, transportation and billing for the Products, comply with all provisions of applicable law and with all applicable promulgations of governmental authority, both domestic and foreign, including all applicable product safety laws and regulations.
  - 3.7.2. Each shipment or other delivery of Products is not misbranded or mislabeled under any law or regulations. Vendor will provide UA copies of all Safety Data Sheets (“SDS”) for any applicable products.
  - 3.7.3. Vendor is compliant with the Conflict Mineral Law and will provide UA with any paperwork necessary to show such compliance upon UA’s request.
  - 3.7.4. Vendor is in full compliance with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption in the jurisdiction(s) in which it operates. Vendor has not and will not engage in any activity, practice or conduct which would be an offense under those requirements, and has implemented policies and procedures adequate to ensure compliance with those requirements by its officers, employees, agents and any other third party or person associated with Vendor in the sale of Products to UA.
  - 3.7.5. The Products, including the packaging, advertising, labels and other materials contained on, with, or relating to the Products, do not infringe any patent, copyright, trademark, trade name or other proprietary interest of UA or any third party and comply with the Federal Trade Commission Act and all other applicable laws, rules and regulations.
  - 3.7.6. The prices charged for the Products shipped are the lowest lawful prices available from Vendor and are not higher than prices being charged to other entities purchasing identical goods in smaller quantities at this particular time, and do not discriminate against UA.
- 3.8. The representations, warranties and guarantees contained in this section run to UA, its customers, and its and their successors and assigns. Vendor incorporates by reference and passes on to UA, UA’s customers, and their successors and assigns the benefits of all warranties and guarantees given to Vendor by persons from whom Vendor purchased any of the Products. UA’s approval of specifications, drawings, samples and/or other descriptions furnished by Vendor does not relieve Vendor of its obligations.
- 3.9. The representations, warranties and guarantees set forth in this section are in addition to all other express, implied or statutory warranties, are continuing in nature, survive UA’s payment, acceptance, inspection or failure to inspect the Products.
4. **Delivery Dates – Time is of the Essence.** UA’s production schedules are based upon the understanding that Products will be delivered to UA by the date(s) specified in the UA Purchase Order. **TIME IS THEREFORE OF THE ESSENCE OF THIS PURCHASE ORDER.** If Vendor fails to deliver Products on a timely basis according to the terms of the UA Purchase Order and Agreement, then UA reserves the right to cancel or to purchase replacement Products elsewhere, and to hold Vendor accountable therefor.
5. **Right of Inspection and Rejection.** UA will have the right to inspect the Products and reject any nonconforming Products within thirty (30) days of delivery. This right of inspection, whether exercised or not, will not affect UA’s right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by UA will not be construed as an acceptance of Products, or as a waiver or limitation of any of UA’s rights as set forth herein.
6. **Non-Conforming or Unordered Products.** UA will have no obligation to accept or pay for any unordered Products or Products shipped that do not conform to, or comply with, the terms and conditions of the UA Purchase Order or the terms and conditions of any agreement to which these UA Purchase Order Terms and Conditions apply, including but not limited to shipping and routing instructions and dates of shipment and delivery. If UA takes delivery of such nonconforming order, or any part of such an order, UA reserves the right to deduct from its payment all actual or reasonable expenses, including but not limited to transportation, inspection, receipt, ticketing, re-ticketing, recall, care and custody of the Products, and notice to Vendor incurred as a result of such non-conformity or non-compliance. If UA takes delivery of any unordered or non-complying Products, UA may, without notice to Vendor of such fact, ship the unordered or noncomplying Products to Vendor at Vendor’s cost and expense. UA will have no obligation to accept or to pay for any substituted goods or excess shipment of any Products made without UA’s prior written approval. 7
7. **Cancellation of Purchase Orders.** UA reserves the right to cancel a UA Purchase Order without penalty: 7.1. On or before any cancellation date specified in the UA Purchase Order by giving written notice to Vendor. If no cancellation date is specified, the cancellation date will be a reasonable period of time prior to the shipment of Products.
  - 7.1. On or before any cancellation date specified in the UA Purchase Order by giving written notice to Vendor. If no cancellation date is specified, the cancellation date will be a reasonable period of time prior to the shipment of Products.
  - 7.2. At any time if Vendor fails to meet any completion or delivery date or otherwise breaches any term of the UA Purchase Order by giving written notice to Vendor. In such an event, UA may cancel the entire UA Purchase Order or may cancel the unreceived portion of the UA Purchase Order. If a delivery date or completion date is not specified on the UA Purchase Order a reasonable time will be allowed. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges will be prepaid by Vendor, or, if not prepaid, then UA reserves the right to invoice Vendor relating to the additional freight costs and administrative costs. If UA takes late delivery of any Products, UA may, without notice to Vendor of such fact, ship the late Products to Vendor at Vendor’s cost an expense.
  - 7.3. At any time upon written notice to Vendor if UA is given reason to demand adequate assurance of due performance and such assurance is not provided within ten (10) days after the date of UA’s demand.
  - 7.4. At any time upon written notice to Vendor if UA learns 1) Vendor has filed for bankruptcy; 2) Vendor is insolvent; 3) Vendor is otherwise unable to meet Vendor’s obligations to UA as they become due; 4) Vendor has been sued by its creditors or stockholders; or 5) a receiver has been appointed for Vendor by any court of competent jurisdiction.
  - 7.5. If Vendor ships the Products before the “ship on” date, after the cancellation date, or after actual cancellation, UA may, in the exercise of its sole discretion, refuse the shipment.

- 7.6. UA's acceptance of Products after the occurrence of any of the events above shall not affect the right of UA to cancel its additional obligations.
8. **Prices, Taxes and Other Charges.**
- 8.1. Prices set forth in the UA Purchase Order are not subject to increase.
- 8.2. Unless otherwise agreed in writing, the contract price includes all federal, state, and local taxes, tariffs, import duties, commissions, and other charges, except taxes Vendor is required by law to collect from UA. Such taxes, if any, will be separately stated in Vendor's invoice and will be paid by UA unless an exemption is available. Vendor warrants that Vendor's prices do not exceed applicable government requirements or regulations, if any. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Vendor, Vendor shall immediately pay to UA the amount of such refund.
- 8.3. If the UA Purchase Order price for any Product is reduced by Vendor (whether in the form of a price reduction, rebate, allowance, or additional discount offered to UA or anyone else) at the time of any shipment, Vendor agrees the price to UA for such goods will be reduced accordingly, and UA will be billed at such reduced prices.
- 8.4. Vendor will obtain and pay for any licenses, permits, or inspections by public bodies required in connection with the manufacture, completion, or delivery of the Products.
9. **Force Majeure.** UA reserves the right to reject any shipment of any order of goods from Vendor and shall have no obligation to pay for the rejected shipment in the event that UA's business or operations are interrupted or discontinued in whole or part by acts of God, fire, flood, earthquake, strike, war, civil disorder, government regulation, or any other act or event beyond UA's reasonable control. UA excuses Vendor from nonperformance or delays in delivery caused by acts of God, fire, flood, earthquake, strike, war, civil disorder, government regulation, or any other act or event beyond Vendor's reasonable control, but Vendor agrees delays in delivery are not excused by unexpected difficulty or commercial impracticality of any degree. 8
10. **Indemnification.** Vendor agrees to protect, defend, indemnify and hold harmless UA, its subsidiaries and affiliates, its customers, and its and their directors, officers, employees, agents, contractors, successors and assigns from and against any and all claims and actions (including those in strict liability), demands, liabilities, losses, costs, expenses (including, without limitation, reasonable professional fees), penalties and fines, including, without limitation, liabilities arising from any actual or alleged injury to or death of any person, damage to any property, and any other damage or loss, by whomsoever suffered, including Vendor's or UA's agents or employees, resulting or claimed to result, directly or indirectly, from: 1) The Products, including UA's purchase, use, shipment, storage, delivery, sale, offering for sale, or other handling of the Products; 2) Non-conforming material, alteration, or foreign matter in any Products; 3) Vendor's actual or alleged breach of any of the representations, warranties, guarantees or other terms and conditions contained herein; and 4) any visit by any agent or representative of Vendor to any place of business of UA in connection with the sale of the Products to UA (e.g., to explain, deliver, inspect, demonstrate, repair or confer as to any such Products or for any other reason). Vendor's duties of defense and indemnification as described above shall not apply if such liability is caused by the sole negligence or willful misconduct of UA or its employees. In addition to the foregoing, if any of the Products purchased or any part thereof is alleged or held to constitute infringement, Vendor, at its own expense, will either: 1) Procure for UA, its successors, assigns, and customers the right to continue using such Products; 2) Replace the Products with non-infringing items; or 3) Only if options 1) and 2) are impracticable, refund the purchase price for the Products and pay all related expenses. Vendor and UA shall notify the other promptly of any action, suit, threat or claim of any kind or nature relating to the Products. Any correspondence from UA's customers in connection with the Products shall constitute admissible legal evidence of the failure, if any, of said Products to meet Vendor's warranties and of any damages resulting to UA. As to any claim made against UA, Vendor expressly waives any immunity from suit or insulation from liability with respect to injuries to Vendor's employees that may be extended to Vendor as a result of any payments made by Vendor to such employees or under any applicable worker's compensation statute or similar law or judicial decision. It is further agreed and affirmed that Vendor will hold harmless UA from and against any claims made by any of Vendor's employees, contractors or representatives working in the course and scope of their employment by Vendor or provision of services to Vendor while at any UA location (the term "location" encompassing UA and all of its affiliates and subsidiaries and their facilities), unless such claim was the sole and proximate result of the gross negligence and/or willful misconduct of UA. Further, UA will be held harmless from any worker's compensation liens incurred from Vendor's insurance carrier, third party administrator or self-administered, self-insured claims program(s). Vendor acknowledges that this provision is a reasonable request from UA and being agreed to by Vendor in order to give Vendor employees, contractors and representatives access to UA locations.
11. **Title and Risk:** Shipment. Unless otherwise indicated on the UA Purchase Order, title and risk of loss with respect to the Products will remain with Vendor until the Products have been delivered to and accepted by UA. A packing slip must accompany each shipment. If no packing slip is sent, the count or weight reported by UA or its agent or consignee will be final and binding upon Vendor with respect to such shipment.
12. **General Provisions.**
- 12.1. **Entire Agreement.** The UA Purchase Order and Agreement are together intended by the parties to be a final, exclusive, complete, and fully integrated expression of their agreement and its terms, such that said documents constitute the entire agreement and understanding between the parties and terminate and supersede any prior oral or written agreements, discussions, or understandings relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained herein or incorporated herein by reference. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY TERM USED HEREIN. No waiver, release, amendment or modification of any term of, and no addition to this Agreement shall bind UA unless set forth in a writing expressly referring to this order, duly executed by UA.
- 12.2. **Remedies not exclusive.** Any rights or remedies granted to UA in the Agreement will not be exclusive of, but will be in addition to, any other rights or remedies that UA may have at law or in equity.
- 12.3. **Assignments.** Vendor shall not delegate any duties nor assign any rights, obligations, or claims hereunder, or for breach thereof, without the prior written consent of UA, which will be in UA's sole discretion. Any such attempted delegation or assignment shall be void. 9
- 12.4. **Successors and Assigns.** The rights and obligations of the Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

- 12.5. **Non-Waivers.** No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under the Agreement. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision.
- 12.6. **Setoffs and counterclaims.** All claims for monies due or to become due from UA to Vendor shall be subject to deduction by UA for any setoff or counterclaim arising out of this or any other of UA's Purchase Orders with Vendor, whether such setoff or counterclaim arose before or after any such claim is made, and whether arising from the UA Purchase Order or any other transaction. UA has the right to set off and deduct against any such amounts all present and future indebtedness of Vendor to UA (which includes all of its affiliates) and may exercise this right up to three (3) years from the date of the last shipment by Vendor. If Vendor is a subsidiary, parent, or affiliate of any other company, or if a purchase order is consolidated with another, UA shall have the right of setoff for any claims arising hereunder or which UA otherwise obtains against any claim of Vendor or its subsidiary, parent, or affiliated companies or against any consolidated claim.
- 12.7. **No Agency.** Vendor and UA are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.
- 12.8. **Applicable Law.** This Agreement shall be deemed to have been accepted and signed in the County of Rock, Wisconsin, and shall be governed in all respects by the laws of the United States of America and the laws of the State of Wisconsin, without reference to or application of its conflicts of law provisions. The Agreement shall be deemed to include the implied warranties of merchantability and fitness for a particular purpose and all UA's remedies as a buyer under the Uniform Commercial Code.
- 12.9. **Dispute resolution.** In the event of any dispute arising from this Agreement, Vendor consents and agrees to in personam or personal jurisdiction and venue in the federal and state courts of Rock County, Wisconsin. Vendor expressly waives any objection thereto on the basis of personal jurisdiction or venue. Vendor further agrees that said courts shall constitute the sole and exclusive jurisdiction for the resolution of any dispute between the parties.
- 12.10. **Severability.** If any of the terms of the UA Purchase Order or agreement in which they are incorporated are held to be illegal, invalid, or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision or part thereof, and such clause or provision or part thereof shall be severed without affecting the remaining terms, which shall remain in full force and effect.
- 12.11. **Survival.** Notwithstanding the expiration or termination of this Agreement, all rights, obligations, and remedies that accrue prior to the termination or expiration hereof shall survive such termination or expiration.
- 12.12. **Definitions and Headings.** All terms defined in UA's Standard Vendor Agreement shall have the same meaning as used herein. The section headings are for reference only and will not be considered controlling as to the content and/or interpretation of any section.

<p><b>EXHIBIT B - UA Vendor Insurance Requirements</b> Vendor shall provide UA with a certificate of insurance evidencing the following coverages: Commercial General Liability</p>	<p>\$1M Each Occurrence  \$3M Aggregate  \$2M Products-Completed Operations</p>
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