

## VENDOR TERMS AND CONDITIONS

1. **Contract:** The acceptance of this Purchase Order by Seller results in a binding contract upon the terms and conditions set forth. ACRO expressly rejects any terms proposed by Seller that are inconsistent with those contained herein, whether such terms are contained in a quotation, invoice or elsewhere. The interpretation or enforcement of any of the terms of this contract shall be governed by the laws of the State of Wisconsin, without regard to any conflict of law provisions. Any legal action relative to this contract shall be commenced in the Wisconsin Circuit Court for Milwaukee County or the federal District Court for the Eastern District of Wisconsin. Seller hereby agrees to submit itself to the jurisdiction of said courts and waives any and all objections to venue in said courts, including any challenge based upon *forum non conveniens*.
2. **Assignability:** This contract and Seller's obligations hereunder may not be assigned or outsourced by Seller without the written consent of ACRO.
3. **Warranty:** Seller warrants that all materials and work supplied under this Purchase Order will conform to the specifications, drawings, samples, or other description furnished to Seller by ACRO and will be merchantable, of good material and workmanship, and free from defects. Seller warrants that all material and work supplied under this Purchase Order will be fit for the purpose intended, which purpose is known to the Seller.
4. **Liability/Indemnification:** Seller agrees to indemnify, defend and hold ACRO harmless against all claims and liabilities for direct and consequential damages to any person or any property that result from Seller's breach of the Warranty above or from any alleged defect in the material or work supplied under this Purchase Order. Such indemnification shall include all expenses of any litigation arising out of any such claim, including attorney's fees.
5. **Insurance:** Seller shall, at its sole expense, obtain and maintain insurance coverage with insurance carriers acceptable to ACRO as follows:
  - (A) Worker's compensation policy with statutory limits for the state(s) in which this contract is to be performed; and
  - (B) Commercial general liability policy on an occurrence form covering liability arising from premises, operations, independent contractors, products/completed operations, personal injury, damage to personal property, liability assumed under an insured contract and automobile liability (including owned, non-owned and hired vehicles) – not less than \$2,000,000 per occurrence.

ACRO shall be named as loss payee and additional insured on a primary, non-contributory basis under such coverage and Seller will furnish certificates to ACRO evidencing such insurance, which certificates will expressly provide that no expiration, termination or modification will take place without thirty (30) days' prior written notice to ACRO. Any property of ACRO used by Seller in the performance of this Purchase Order will be deemed to have been under the sole custody and control of Seller during the period of such use by Seller. Seller hereby agrees to look to such insurance coverage for recovery of any such covered loss and waives as against ACRO, to the extent such waiver does not invalidate any insurance coverage, any and all claims or demands of whatsoever nature for covered damage, loss or injury to any person or property.

6. **Inspection:** All material and work will be received subject to ACRO's inspection and rights of rejection. Material and work that does not comply with Seller's Warranty above that is not rejected immediately upon delivery will be held until ACRO receives Seller's disposition instructions and at Seller's risk. If Seller so directs, rejected goods will be returned to Seller at Seller's expense. If no instructions are received from Seller within thirty (30) days after notice of rejection from ACRO, ACRO will be free to dispose of the goods as it chooses. Material or work that does not comply with Seller's warranty shall not be replaced by Seller without the written consent of ACRO. Payment by ACRO for any material or work that is later found not to comply with Seller's Warranty above does not constitute an acceptance thereof.
7. **Latent Defects:** The inspection for acceptance by ACRO will not relieve Seller of Seller's responsibility for latent defects in material or work supplied under this Purchase Order.
8. **Infringement:** Seller warrants that the sale or use of the goods covered by this Purchase Order will not infringe any patents, trademarks, or copyrights, or intellectual property of any party, and Seller agrees to indemnify, defend and hold harmless ACRO and its customers against all claims, judgments, decrees, costs and expenses resulting from any actual or alleged infringement, provided ACRO promptly notifies Seller in the event that any claim for infringement is asserted against it and tenders to Seller the defense of any such action.
9. **Cancellation:** Seller agrees that ACRO may cancel all or part of the material or work covered by this Purchase Order if Seller does not make delivery as specified herein, or if ACRO determines that Seller will be unable to timely and fully perform its obligations under the Purchase Order.
10. **Tools:** Unless otherwise herein agreed, Seller, at its own expense, shall furnish, keep in good condition, and replace when necessary all dies, tools, gauges, fixtures, and patterns necessary for the production of the material ordered. ACRO shall hold title to, and have the option to take possession of, any dies, tools, gauges, fixtures and patterns that are custom made for the production of the material covered by this Purchase Order. Seller agrees that any cost of such special dies, tool, gauges, fixtures and patterns is amortized in the cost of the work and material unless it is specifically stated otherwise in this

Purchase Order. Provided, however, that this paragraph shall not apply if the material that is the subject of the Purchase Order is a standard product of the Seller, or if Seller has previously sold a substantial quantity of like material to other customers.

11. **Fair Labor Standards Act:** Seller agrees, in connection with the production of the articles specified herein, to comply with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. All invoices must carry the following certificate in order to be passed for payment.

“We certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of labor issued under Section 14 thereof.”

12. **Government Regulations:** In the performance of work under this order, Seller agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
13. **Scope of Warranty:** The warranties and obligations of Seller under this Purchase Order are cumulative and in addition to those provided by law. Furthermore, the warranties and obligations of Seller will run to ACRO, its subsidiaries, and its customers.
14. **Non-waiver:** Failure of ACRO to insist on strict performance of any warranty or obligation of Seller shall not constitute a waiver by ACRO of the warranty or the obligation either then or in the future.