

1. **Agreement and Acceptance:** These standard purchase order master terms and conditions apply to each purchase order issued by Vista Manufacturing, Inc. of 53345 Columbia Dr Elkhart, IN 46514 ("Buyer") to the supplier of goods and services ("Seller"). These terms and conditions, together with the purchase order, statement of work, and any other documents specifically adopted by reference in any such documents, constitute the entire agreement between the Buyer and Supplier (the "Agreement"). This Agreement constitutes the entire contractual agreement and supersedes any previous oral or written representations, including but not limited to provisions in Seller's quotations, proposals, acknowledgments or other documents. These terms and conditions shall prevail over any contrary or inconsistent terms in any invoice or acknowledgement or other writing. Seller's acceptance or acknowledgement of a Purchase Order from Buyer, or commencement of performance, constitutes Supplier's acceptance of these terms and conditions.
2. **Price Terms:** Seller shall furnish the goods at the price set forth in the purchase order. Seller will not be paid for any goods delivered or services performed that have not been authorized by an approved purchase order prior to commencement of work or production. Terms will be specifically agreed upon with Seller and indicated on the purchase order.
3. **Delivery, Transportation, Documentation, and Payment:** Shipping terms will be negotiated with Supplier and indicated on the Purchase Order. Delivery must be affected within the time specified on the Purchase Order. If delivery is not made in a timely manner, Buyer may, in addition to its other rights and remedies, direct Seller to make expedited routing at Seller's expense. The goods shall be properly packed, marked, loaded and shipped as required by the Buyer and by the transporting carrier. Seller must include the Buyer's purchase order number on all correspondence, invoices, customs documents, and packing slips. Seller must use the Harmonized Tariff Code as directed by Buyer for specific products. Certificates of Conformance and/or lot certification must accompany each shipment. Seller must include Buyer's part number and lot number, if applicable, on all box labels. Unless Buyer instructs otherwise, the goods shall be shipped on the transporting carrier as directed by Buyer. Seller shall reimburse Buyer for all expenses incurred due to improper packing, marking, loading or routing. For international shipments, the Seller shall be required to provide all export documentation and may, at the Buyers direction, ship materials to another supplier for consolidation onto an ocean container or other requested mode of transportation.
4. **Express Warranties:** With respect to the goods or services purchased under this Agreement, and all other goods or services purchased from Seller, Seller expressly warrants, for a twelve month warranty period or time frame as agreed upon with Buyer, as follows: (a) the goods shall strictly conform to all specifications and drawings approved of in writing by Buyer and instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances; (d) the goods shall not infringe any actual or claimed patent, copyright or trademark; (e) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (f) all materials must be ROHS compliant, (g) materials must conform to applicable regulatory and statutory requirements, and (h) the goods shall be adequately contained, packaged, marked and labeled. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller.

If Buyer experiences any defect, failure or non-conformity during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (2) require Seller to cure defects in goods within a reasonable period, determined by Buyer in its sole discretion given the urgency of the given situation; and (3) require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all installation, shipping and transportation costs.

5. **Termination and Change:** Buyer may terminate this Agreement or any order under this Agreement for cause in the event of any default by Seller. The following are causes, among others, allowing Buyer to terminate this order: (a) late delivery; (b) delivery of goods that are defective or that do not conform to this Agreement, or (c) failure upon request to provide Buyer with reasonable assurances of future performance. Additionally, Buyer may forthwith cancel this Agreement in the event of any of the following: (a) insolvency of Seller; (b) the filing of an involuntary or voluntary petition of bankruptcy against Seller; (c) the execution by Seller of an assignment for the benefit of creditors; or (d) the appointment of a receiver over Seller's assets. Buyer reserves the right to terminate this Agreement or any order under this Agreement for its sole convenience, without reason or cause. In the event of such termination, Seller immediately shall stop all work, and shall forthwith cause all of its suppliers and subcontractors to cease work. Upon approval by Buyer, Seller shall be paid a reasonable termination charge consisting solely of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Seller shall not be paid for any work performed after receipt of the notice of termination.
6. **Inspection, Acceptance, Rejection:** Buyer may inspect the goods during any stage of their manufacture, construction, preparation, delivery or completion. Buyer shall have the right to enter onto Seller's premises at reasonable times to verify that the materials covered by this order conform to all specified requirements and Seller agrees to provide any and all supporting documentation required by Buyer or Buyer's customers in the course of such investigation. At Buyer's request, Seller shall submit production and quality test reports and related data.
7. **Indemnification:** To the fullest extent permitted by law, Seller agrees to indemnify, save harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers and retail consumers ("Indemnitees") from and against any loss, liabilities, damages, attorney fees and/or expenses which may be sustained or claimed against an Indemnitee: (a) arising out of defective goods or negligent services hereby ordered; (b) arising from injury to persons or property; (c) Seller agrees to indemnify, save harmless and defend Indemnitees from and against all liabilities arising out of actual or alleged infringement, including infringement of any patent, trademark or copyright relative to standard goods provided by the Seller that they are design responsible for.
8. **Tools:** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, ancillary products and other items furnished by Buyer ("Tools"), to Seller to perform this Agreement, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's property. Buyer's property (a) shall at all times be properly housed and maintained by Seller, (b) shall not be used by Seller for any purpose other than the performance of this Agreement, (c) shall be deemed to be personal property, not a fixture, (d) shall be conspicuously identified as property of Buyer, with specific reference to Buyer's indemnity and relevant part numbers, (e) shall not be commingled with the property of Seller or with that of a third party, and (f) shall not be moved from Seller's premises without Buyer's prior written approval.
9. **Taxes:** Any tax, tariff or duty which is imposed upon Seller by any governmental authority and included by the Seller in the price shall be separately stated on Seller's invoice(s).
10. **Invoices:** Seller shall issue a separate invoice for each separate shipment. Each invoice shall include: (a) the Agreement/Purchase Order number; (b) Buyer's part numbers; and (c) quantities shipped. Undisputed amounts shall be paid within 30 days, or other agreed upon terms, of receipt and acceptance of goods or services and a correct invoice, unless otherwise documented. Delays in receipt of goods or services, acceptance of goods or services, or a correct invoice will be just cause for Buyer to withhold payment without losing discount privileges. Cash discounts, if any, shall be computed as commencing with receipt of the correct invoice or goods or services, whichever is later.

11. **Limitation of Liability:** Buyer's liability to pay any amount to Seller for any reason shall not exceed the amount Buyer has agreed to pay Seller for the goods or services. Buyer shall not be liable to Seller for any consequential, incidental or special damages or commercial losses arising from the purchase of goods and/or services regardless of the cause of action or the form of the claim for damages, and even if Buyer is informed of the possibility of such damages.

12. **Force Majeure:** Failure of Buyer to take shipments of goods or receive services hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like or different character beyond Buyer's reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer's offices or other business locations, shall not subject Buyer to any liability to Seller by reason thereof, but, at Buyer's option, the total quantity covered by this Agreement may be reduced by the extent of omitted shipments or services, or the specified delivery period may be extended by a time equal to that during which shipments or services shall be so omitted and such shipments shall then be made or services performed during the period of extension.