Wright Plastic Products Co, LLC wppllc.com

201 Condensery Road
Sheridan, MI 48884
989.291.3211

2021 Christian B. Haas
St Clair, MI 48079
810.326.3000

351 Industrial Park Road
Madisonville, TN 37354
423.442.4471

Purchase Order Terms & Conditions (Applies to All Sellers Unless Otherwise Noted)

REQUIRED language is English.

1. ACCEPTANCE & PRECEDENCE - Seller's acceptance of this Purchase Order ("PO"), shipment of goods, commencement of work, or performance of services constitutes acceptance of these terms, which supersede all Seller terms unless expressly agreed to in writing by Buyer.

2. COMPLIANCE - All goods and services shall strictly conform to Buyer's PO, drawings, specifications, quality requirements, and all applicable federal, state, and local laws and regulations. No substitutions, deviations, or changes without Buyer's prior written approval.

Seller shall comply with all applicable chemical, safety, and environmental laws and shall provide a current Safety Data Sheet (SDS) for all hazardous materials supplied. For products not requiring an SDS, Seller shall provide written confirmation that the product is non-hazardous and exempt from SDS requirements.

3. INSPECTION & NON-CONFORMANCE - Buyer may inspect and reject or require correction of non-conforming or defective goods or services. Seller bears all related costs, including freight, inspection, sorting, repair, replacement, rework, recall, or field correction. Payment does not constitute acceptance.

All non-conforming materials will be returned to the supplier at the supplier's expense.

If WPP's inventory level dictates an in-house inspection and sort, the supplier will be required to provide appropriate manpower to perform said activity in an expeditious manner.

Should WPP be required to perform said activity to support production requirements, the supplier will be charged $50.00 per man-hour & $100 per downtime hour. In addition, WPP may impose an administrative fee of $350.00 per occurrence.

4. WARRANTIES - Seller warrants all goods and services are new (unless approved otherwise), merchantable, free from defects in material and workmanship, and fit for Buyer's intended purpose. All warranties survive inspection, acceptance, and payment.

5. INDEMNIFICATION & HOLD HARMLESS - Seller shall indemnify, defend, and hold harmless Buyer, its affiliates, officers, directors, employees, agents, and customers from all claims, damages, losses, liabilities, penalties, costs, and expenses (including attorneys' fees) arising from Seller's goods or services, breach of this PO, non-compliance, defects (including latent), or Seller's negligence or willful misconduct.

6. INSURANCE - Seller shall maintain at its expense: (a) Commercial General Liability with limits of not less than $1,000,000 per occurrence / $2,000,000 aggregate (including products and completed operations); (b) Workers' Compensation as required by law; (c) Employer's Liability with limits of not less than $1,000,000. Buyer shall be named Additional Insured on applicable policies, which shall include a waiver of subrogation in favor of Buyer. Certificates provided upon request.

7. LIMITATION OF LIABILITY – Buyer shall not be liable in any event for incidental, consequential, or special damages.

8. TERMINATION - Buyer may cancel or terminate this PO for cause upon Seller's failure to comply with its terms.

9. GOVERNING LAW - This PO shall be governed by the laws of the state of Buyer's principal place of business, without regard to conflict-of-law principles.

ADDITIONAL TERMS – RAW MATERIAL (PLASTIC RESIN, COMPONENTS) SUPPLIERS ONLY

- Resin shall conform to Buyer's PO, approved grades, formulations, specifications, TDS, SDS, regulatory requirements, and lot controls.
- Seller must provide current SDS upon request for all resin supplied.
- Seller warrants accuracy of all technical, safety, and regulatory documentation.
- No changes to resin grade, formulation, sourcing, additives, fillers, regrind content, processing, or manufacturing location without Buyer's written approval.
- Seller shall maintain full lot traceability and provide certificates of analysis, compliance, or origin upon request.
- See PO for email address to send Material/Lot certifications to. All cartons must contain lot codes for traceability purposes.
- Supplier agrees to provide NAFTA Certificate of Origin and IMDS information (International Material Data System). This information is to be provided prior to the start of production. NAFTA information is to be supplied annually prior to January 1st.
- Seller bears all costs arising from non-conforming, contaminated, off-spec, mislabeled, or improperly packaged resin, including freight, disposal, downtime, purging, reprocessing, scrap, recalls, and customer chargebacks.
- The supplier's manufacturing facilities must be registered to either IATF 16949:2016 or ISO9001:2015. The supplier will maintain an up-to-date certificate of registration and make it available upon request. If applicable, the supplier is to have an ISO/IEC 17025 certified laboratory.
- Any material shipped without authorization will be returned at the supplier's expense.
- Any proposed changes in pricing must be submitted to WPP Purchasing Department 30 days prior to its effective date. No price adjustments are to be invoiced prior to receipt of amended purchase order.

ADDITIONAL TERMS – TOOLING SUPPLIERS ONLY

- Tooling and services shall conform to Buyer's PO, drawings, CAD data, WPP mold standards, specifications, quality standards, and applicable laws & regulations.
- No changes to design, materials, hardening, steel type, heat treatment, or construction methods without Buyer's written approval.
- All tooling, fixtures, molds, inserts, patterns, and documentation produced or paid for by Buyer is Buyer's property regardless of location; Seller bears risk of loss or damage (excluding normal wear) while in its care, custody, or control.
- The tooling property of WPP or our customer must be marked with owner's name. Tools are to be kept in good working condition and repair.
- The tooling property of WPP or our customer must be made available for inspection upon request.
- Seller shall promptly repair or replace defective tooling or services at its expense, including all freight, removal, installation, and related costs; payment or sample approval does not constitute acceptance. Seller shall maintain property or tool-floater insurance on Buyer-owned tooling at full replacement value. Tooling and services are warranted against defects and for fitness for intended use; warranties survive acceptance and payment.

ADDITIONAL REQUIREMENTS FOR BLANKET POS

- Wright Plastic Products Item code and purchase order number must appear on packing slip and invoices.
- Supplier is responsible for maintaining **100% on-time delivery**. All premium charges for expedited freight that is a result of a past-due condition, will be the responsibility of the supplier. Any supplier incurred premium freight must be reported to the WPP buyer by the last day of the month in which it was incurred. Any premium charges that WPP incurs as a result of a supplier past due will be debited back to the supplier.
- With proper notice, the supplier agrees to allow Wright Plastic Products Co, LLC and our customers access to its facilities to conduct product or process audits related to the items covered in this purchase order.