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Osiris Innovations Group, LLC

## **MRO Supply Agreement**

This agreement is made on \_\_\_\_\_ (effective date), between Osiris Innovations Group (Buyer) a Michigan LLC, with principle offices at 2601 Cambridge Court, Suite 315, Auburn Hills , Mi 48326 and \_\_\_\_\_ (Supplier) with principle offices at \_\_\_\_\_.

Buyer and Supplier wish to enter into agreement whereby the Supplier will deliver the goods and services as described in Attachment A, and is in the business of providing these goods and services. Such supplier is capable of providing these good and services to satisfactorily meet Buyer's requirements for these items.

Osiris 's OS RAM subscription agreement with Supplier is a stand alone agreement, however all confidential statements in the subscription agreement are incorporated by reference and made a part of the MRO Supply Agreement.

This agreement outlines the basic understanding of both parties as a result of recent discussions.

1. **Terms and Conditions of Sale.** Buyer designates Supplier as the Preferred Supplier for the product(s) outlined on Exhibit A – For a period of three (3) years, with option to renew for a mutually agreed upon period.

Supplier will make all such products available to Buyer and Buyer's Customer's in accordance with its standard terms and conditions of sale, all as set forth on Buyers Web site at [www.osirisig.com](http://www.osirisig.com). All applicable manufacturers' warranties will govern and be passed on to Buyers Customer. Either party may terminate the agreement without cause, any time during the term of this agreement, but not less then 90 days after commencement, by providing sixty (60) days written notice of termination. Buyer's customer will be responsible for all outstanding purchase orders and dedicated inventory, if such inventory was agreed to in writing by Buyer's Customer.

2. **Pricing.** Net pricing will be provided to all Buyers' Customers facilities participating in the agreement. Pricing will be held firm for a period of one (1) year from the date of Agreement execution, unless noted in Attachment A. Catalog price adjustments will be reviewed annually based on the anniversary of this agreement. All price revisions up or down, and or adjustments following the initial term are to be held firm for a period of one-year. All price adjustments

must be supported with appropriate market documentation such as manufacturers (OEM) letters, invoices and/or cost drivers related to such commodity or unit pricing.

Adjustments will not be “across the board.” Buyer reserves the right to market test all price increases.

Buyer and Supplier agree that the pricing structure and formulas established for the initial agreement will be consistent going forward concerning any new items added to the aforementioned catalog.

Supplier will provide a 30 day written notice for all proposed price changes which must be substantiated with written documentation from the manufacturers.

In the event of government action, tariffs or extraordinary price escalation due to war, insurrection, or shortages of supply affecting prices, prices to Buyer may be adjusted following review of the supporting documentation supporting these circumstances.

3. **Documented Savings.** Supplier must participate and is required to execute a “value added” program. The “value add program” is a cooperative effort between the Buyer’s customer and supplier providing access to their facilities to perform value added analysis and propose specific savings opportunities by recommending new products, equipment or processes which would directly reduce the Customers operating costs or other expenditures. These savings if acceptable to Buyer or Buyer’s Customer shall be used to meet the guaranteed year over year savings defined in Attachment A.
4. **Payment Terms.** Payment terms and method of payment will be determined by buyer’s customer.
5. **Freight Terms.** Freight terms as defined in Attachment A.
6. **Emergency Service.** Emergency service will be available 24 hours per day, seven days per week. Emergency service procedures and contacts will be made available to Buyer and Buyer’s customer personnel upon implementation. Procedures and contact lists will be posted in each facility.
7. **Inventory Management.** Supplier will work with Buyer’s customer to accomplish sound inventory management practices with the goal of achieving substantial inventory and carrying cost reductions. Supplier will perform an inventory analysis to determine factors such as condition, quantity, and suggested min/max levels that will compliment the servicing branch’s inventory to support Buyer’s Customers requirements.
8. **Sales Support.** Supplier will provide an Account Manager and additional product and systems specialists to support Buyer’s customer’s facilities. Product and system specialists will include those experienced in the commodity areas represented in Attachment A.

9. **Training Service.** Supplier will provide custom-tailored training seminars based on individual plant requirements. Suppliers' personnel and/or manufacturer field specialists will provide training to personnel at each Buyer's customer's location upon request.

10. **Reporting.** Supplier will provide the necessary reporting data to Buyer on a quarterly base. The standardized reports can be found at [www.osirisig.com](http://www.osirisig.com). These reports include purchases for the period, purchases to date, total facility purchases, purchases by category of product, total company purchases, delivery performance, fill rate, actual average lead time, and savings proposals submitted and accepted.

11. **Warranty.** It is understood that the Supplier is a distributor and as such not a manufacturer of products supplied under this agreement. Accordingly, Supplier makes no warranty, representation or indemnity with respect to such products. It is understood that all such products shall be subject solely to those written warranties and indemnities provided by their respective manufacturers in each case.

**12. Indemnify**

Each party shall indemnify and hold harmless the other party against their own negligence and/or breaches of this Agreement.

**13. Governing Law**

The terms and conditions hereof shall be governed and construed in accordance with the laws of the State of Michigan. Any controversy or claim arising out of or related thereto shall be settled by arbitration pursuant to the rules and regulations of the American Arbitration Association in the City of Southfield Michigan unless otherwise agreed by. Seller represents and warrants that it has complied with all applicable laws, ordinances and regulations in the furnishing of materials and/or services hereunder, including but not limited to the Federal Occupational Safety and Health Act and the Fair Labor Standards Act of 1938, as amended. Seller shall indemnify and hold Buyer harmless from and against any claim, fine or penalty, together with all costs and legal fees, levied against or paid by Buyer by reason of any breach of warranty.

**ACCEPTED AND AGREED TO:**

**BUYER**

Osiris Innovations Group

**Supplier**

\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_