



## **Osiris Innovations Group, LLC Purchase Order Terms and Conditions**

1. Seller represents and warrants all materials, supplies, and equipment (hereinafter collectively referred to as "materials") purchased and delivered hereunder shall;
  - a. Be conveyed with good title and free of any liens or encumbrances;
  - b. Be merchantable, new and of first grade quality;
  - c. Be free of defects in design, workmanship, and material;
  - d. Be fit for the purpose for which they were purchased; and
  - e. Strictly conform with Buyer's description and specifications incorporated herein.

Each of the foregoing warranties shall expire (12) months from the date materials are put into service. In the event of a breach of the foregoing warranties, Seller shall promptly, safely and expeditiously correct such nonconforming or defective materials. Acceptance by the Buyer of materials shall not relieve Seller of its Warranty obligations hereunder.

2. Seller shall indemnify and hold Buyer, Its parents, affiliates and subsidiaries harmless from any loss, expenses or damages (including attorney's fees) arising out of any claim that the material, or the sale or use thereof, infringe any patent, trademark or copyright. Buyer agrees to give prompt notice to Seller of any claim of infringement and to provide reasonable assistance to Seller in the defense thereof.
3. Communications relative to this Purchase Order shall be made only upon written application to and written authorization of the Buyer's Purchasing Department.
4. Changes in this Purchase Order shall be made only upon written authorization of the Buyer's Purchasing Department.
5. Partial shipments shall be identified as such on the shipping memoranda and on Invoices, and marked "PARTIAL" for the preliminary shipments and "FINAL" for the completing shipment.
6. The quantity of material delivered shall not exceed that quantity set forth herein without prior written approval for the Buyer's Purchasing Department.
7. The Purchase Order shall not be filled at higher prices than last quoted or charged to Buyer, without prior written approval from the Buyer's Purchasing Department.
8. There shall be no charges for boxing or crating unless previously authorized in writing by Buyer's Purchasing Department.
9. In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby. Buyer may also deduct from the amount due Seller the cost of replacement materials and services.

10. All materials furnished hereunder are subject to inspection and test by Buyer and ultimate purchases at manufacturer's plant. Final Payment shall not be due until final inspection and acceptance by Buyer at its facility. Buyer shall either accept or reject the materials within thirty days of delivery of such materials to Buyer's designated location.
11. Supplier will accept returns at the price paid by the Buyer on any defective product sold by Supplier. As a normal course of business Supplier will accept returns from Buyer on any product it sold to Buyer at the price paid by Buyer for up to 60 days after purchase with no restocking or return fees provided that the product is unused and is in re-sellable condition. If a restocking fee applies or if a return is not possible, Buyer must be notified prior to the purchase of the products.

Restocking fees for items not covered in the above conditions that are charged by product manufacturers may be passed on from the Supplier at cost. Buyer will be responsible for any shipping charges on returned goods.

12. If this Purchase Order requires Seller to furnish materials or services for a lump sum amount, Seller shall furnish Buyer with any analysis of such amount that Buyer may reasonable request.
13. The terms an conditions of this Purchase Order expressly set forth and incorporated by reference herein supersede any items and conditions set forth on Seller's quotation, proposal, sales contract or other documents. Seller may use its standard forms to administer this Purchase Order, but use of such forms shall be for convenience only and all terms and conditions set forth on such forms shall be null and void. Acceptance of this Purchase Order shall occur upon the happening of any of the following events: (i) receipt by Buyer of the acknowledgement copy of this Purchase Order signed by Seller, (ii) receipt by Buyer of notification from Seller that Seller has commenced performance hereunder of that Seller intends to deliver or ship the materials to Buyer, or (iii) delivery by Seller of any materials ordered hereunder. Buyer's failure to object to either oral or written or contradictory provisions contained in Seller's acknowledgement or communications shall not be deemed acceptance thereof.
14. No subcontracting or assignment of this Purchase Order or of Seller's obligations hereunder shall be made, in whole or in part, without Buyer's consent.
15. Buyer reserves the right to cancel this order without liability if seller fails to fulfill its obligations hereunder or upon the insolvency of Seller, the commencement of any bankruptcy, insolvency, liquidation or reorganization proceeding affecting Seller, or the appointment of a receiver for Seller's property in the absence of any other provision contained herein, Buyer's remedies in the event of cancellation shall be governed by the laws of the State of Michigan governing commercial transactions, including Buyer's rights to refuse delivery of materials hereunder, return to Seller any materials delivered hereunder, at Seller's sole expense, and to seek reimbursement for any funds paid hereunder.
16. Seller shall maintain and shall require its subcontractors, if any to maintain the following kinds of insurance with minimum limits as set forth below:
 

a) Worker's Compensation	Statutory
b) Employer's Liability	\$1,000,000 each accident-disease
c) Comprehensive general liability (including Contractual liability, products, completed Operations and vendors liability and, if Subcontractors are employees, contractor's Protective liability)	Bodily Injury - \$1,000,000each person, \$1,000,000 each occurrence. Property damage - \$1,000,000 each occurrence.
d) Automobile public liability (including hired	Bodily Injury - \$1,000,000 each person,

Automobiles and non-ownership liability. \$1,000,000 each occurrence. \$1,000,000 each accident Property Damage - \$1,000,000 each occurrence.

Seller shall furnish certificates evidencing such insurance coverage satisfactory in form and substance to Buyer, and providing for at least ten days prior to written notice by the insurance company of cancellation of modification.

17. If Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such person shall comply with all rules and regulations of such premises and (ii) Seller keep materials and the premises on which the work is to be done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder. Seller shall at the time of payment execute and deliver.
  
18. Seller agrees to protect, defend, indemnify and save Buyer, its parents, subsidiaries and affiliates (the "Indemnified Parties") harmless from and against any and all expenses, claims, demands or causes of action of any nature on account of personal injuries (including death) or property damage (including contamination) arising from Seller's performance under this Purchase Order, whether or not due to the negligence of any of the Indemnified Parties or their employees, except that Seller shall have no liability for damages caused by the sole negligence of any of the Indemnified Parties.
  
19. Buyer will not be responsible for, and Seller agrees to protect, defend, indemnify, and save Buyer harmless from and against, any and all expenses, claims, demands or causes of action of every kind and character arising in favor of Seller's employees or agents on account of occupational illness due, or allegedly due to exposure to the products or by the products of the Buyer's purchases manufacturing process, arising out of, incident to, or resulting from, the performance by Seller hereunder.
  
20. 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.
  
21. 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, levies against or paid by Buyer by reason of any breach of warranty.