

COLUMBIA INDUSTRIES LLC

Purchase Order General Terms and Conditions

1. **DEFINITIONS.** These General Terms and Conditions of Purchase Order are referred to below as "these Terms and Conditions". The Vendor, Supplier, or Sub-Contract Component Manufacturer identified in the Purchase Order into which these Terms and Conditions are incorporated is referred to below as "Seller." Columbia Industries, LLC. or its specified subsidiary or division is referred to below as "Buyer." These Terms and Conditions and the Purchase Order into which they are incorporated are referred to collectively below as the "Purchase Order". The goods or services to be purchased by Buyer under the Purchase Order are referred to below as the "Goods".
2. **ENTIRE CONTRACT.** The entire contract between Buyer and Seller is contained in the Purchase Order, except such other terms as may be specifically incorporated in the Purchase Order by reference. No alleged oral promises or conditions not set forth in the Purchase Order shall be binding upon Buyer or Seller, and any prior negotiations between the parties are merged into the Purchase Order.
3. **ACCEPTANCE.** ANY ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY SELLER IN ANY ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THE PURCHASE ORDER, IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THE PURCHASE ORDER AND IS HEREBY REJECTED BY BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING. BUYER'S ACCEPTANCE OF THE GOODS WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF ANY SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS NOT SPECIFICALLY ACCEPTED BY BUYER IN WRITING.
4. **INSPECTION.** Final acceptance or rejection of the Goods shall be made as promptly as practical after delivery to the ultimate destination, except as otherwise provided in the Purchase Order, but failure to inspect and accept or reject the Goods or any part thereof, or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such of the Goods as are not in accordance with the requirements of the Purchase Order nor impose liabilities on Buyer therefor. If any inspection or test is made by the Buyer on the premises of Seller or its supplier, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.
5. **WARRANTIES.**

Seller warrants and represents that all of the Goods will: (i) conform to the specifications set forth or referenced in the Purchase Order; (ii) be of merchantable quality, free from all defects in design, workmanship and materials, (iii) be fit for the particular purposes for which they are purchased; (iv) be provided in strict accordance with the samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer; and (v) be free from liens, encumbrances, or patent or other intellectual property infringements. Any attempt by Seller to limit, disclaim, or restrict any warranties or remedies of Buyer, by acknowledgement or otherwise in accepting or performing the Purchase Order shall be void without Buyer's written consent.
6. **CANCELLATION.** The Purchase Order can be cancelled or rescinded only by a writing signed by both of the parties, except as otherwise expressly provided in these Terms and Conditions. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, or in the event of force majeure experienced by Seller, which in either case may delay or prevent delivery of the Goods or any part thereof, Buyer, at Buyer's option, may cancel the Purchase Order or any unshipped balance of the Goods. In the event any of the Goods shall become subject to any governmental fees or duties not presently in effect, or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Buyer, at Buyer's option, may cancel the unshipped balance of the Goods.
7. **INDEMNIFICATION.** Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents and employees, harmless from all claims, losses damages, costs and legal fees of any nature whatsoever, including but not limited to consequential or incidental damages, arising out of or related to: (i) the acts or omissions, including but not limited to negligence, of Seller, its agents, employees, subcontractors, or any other persons directly or indirectly acting on behalf of them, but excluding claims or losses which solely arise from the negligence of Buyer, and/or its agents or employees; (ii) breach of the Purchase Order; or (iii) intellectual property infringement claims based on use or sale of Goods by Buyer or its customers. In connection with damage to property of Buyer or its customer(s), Seller agrees to maintain insurance coverage for property in Seller's care, custody or control.
8. **EXTRA CHARGES.** No extra charges of any kind will be allowed for Buyer's account unless specifically agreed to by Buyer in writing.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** By entering into the Purchase Order the parties agree, to the extent applicable, to comply with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Vocational Rehabilitation Act of 1973, which are incorporated herein by this reference.
10. **INSOLVENCY.** If Seller ceases to conduct its operation in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer may terminate the Purchase Order without liability.
11. **INSURANCE REQUIREMENTS.** Prior to Seller's performing services or providing goods to Buyer, the Seller will maintain and provide evidence of the following required insurance to Buyer: Commercial General Liability (including Products & Completed Operations) with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The policy will be endorsed to include Columbia Industries LLC and Columbia Trailer co. Inc. as additional insureds as respects the services rendered and or goods supplied by Seller under this Purchase Order. The policy will also include an endorsement stating that coverage is deemed primary and non-contributory with any other coverage maintained by Buyer. If Seller performs any services on Buyers' premises, the following additional insurance is required to be maintained and evidenced to Buyer. Statutory Worker's Compensation (Coverage A) and Employer's Liability (Coverage B) at limits not less than \$1,000,000 per Accident or Disease; and Commercial Auto Liability at limits not less than \$1,000,000 Combined Single Limits for bodily injury & property damage. If Seller performs any professional or engineering services to Buyer, the Seller will evidence Professional Liability or Errors and Omissions type coverage at limits and terms deemed satisfactory to Buyer. All such coverage shall be written with insurers with an A.M Best's rating of AVII or better or otherwise meet the acceptability of Buyer. Seller shall provide Buyer a certificate of insurance reflecting a 30 day notice of cancellation to Buyer.
12. **MODIFICATION.** The Purchase Order can be modified only by a writing signed by both of the parties, except as otherwise expressly provided in these Terms and Conditions.
13. **SET-OFF.** Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of Buyer's affiliated companies against any amount payable at any time by Buyer in connection with the Purchase Order.
14. **WAIVER.** No waiver of the breach of any provision of the Purchase Order shall be deemed a waiver of any succeeding breach or shall such waiver be deemed to be a modification of the terms hereof.
15. **DISPUTES.** The rights and obligations of the parties under the Purchase Order shall be governed by the laws of the State of Oregon, U.S.A. but excluding conflicts of law principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Purchase Order. Any dispute arising out of or relating to this agreement will be submitted to binding arbitration in Portland, Oregon, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in any court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief pending arbitration to prevent irreparable harm. The prevailing party in any arbitration or litigation shall be entitled to recover all reasonable expenses thereof, including attorneys' fees in connection with such proceedings or any appeal thereof.