



## SUPPLIER BUSINESS ASSESSMENT

### TERMS AND CONDITIONS

All Minnesota Rubber & Plastics ("MR&P") purchase orders must be acknowledged by supplier or subcontractor ("Supplier") promptly and time of shipment stated therein.

All MR&P purchase orders must not be filled at prices higher than specified or last quoted without written consent of an authorized agent of MR&P.

MR&P reserves the right to cancel an order, or any part thereof, if material is not shipped according to deliveries specified or within a reasonable time.

All material must be routed in accordance with MR&P special instructions or by route giving the lowest transportation cost consistent with delivery time.

Material purchased is subject to MR&P inspection and approval at destination. Rejected material will be returned to Supplier at Supplier's expense and credit take at time of return. No material returned as defective may be replaced by Supplier except as specified by MN Rubber. Payment of invoice will not constitute acceptance of material.

Supplier must notify MR&P in writing of any changes in product or service.

MR&P may elect to perform inspection at Supplier's facility or elsewhere, on a lot-by-lot basis or at some other elective interval.

These terms apply to all MR&P purchase orders issued after the publication of this document and constitute the entire agreement between the parties and supersedes any and all other conflicting terms and conditions, written or oral, made prior to the publication of this document. MR&P standard terms for payment is net 55 days. Any special terms stated on the purchase order itself will also become part of the agreement.

Mail invoice at time of shipping to Minnesota Rubber & Plastics, a Quadion Corp., 1100 Xenium Lane, Minneapolis, MN 55441.

Separate packing slips must be included in each shipment showing order number, quantity, part number, and description of goods therein.

INDEMNITY – Supplier guarantees to defend buyer is safe and harmless in any litigation for patent infringement which may arise out of the use and sale, as such, of the material herein ordered. Supplier shall reimburse MN Rubber for any costs, expenses and legal fees incurred in connection therewith.

If an order covers labor, contract or construction of work or work of any nature upon MR&P premises, Supplier agrees and covenants, in consideration of the order, that it has no authority to hire any person on behalf of MR&P and that each person employed or used by Supplier shall be an employee, contractor or agent of Supplier and not an employee, servant or agent of MR&P and further Supplier acknowledges and agrees that it is performing all of said work as an independent contractor. Supplier further agrees to comply with all requirements of Federal and State laws and regulations, including, by way of example only and without limiting the generality of the foregoing, compliance with all Federal and State laws and regulations relating to labor, workmen's compensation, wages and hours, unemployment compensation or insurance, old age benefits and any and all other social security laws, to comply with all requirements concerning the payment of payroll taxes and concerning the qualifications of foreign corporation to do business and engage in the work involved under the order. Supplier further agrees and does hereby agree to indemnify, reimburse, defend and hold MR&P harmless from any and all judgments, costs, expenses, including attorney's fees, and claims on account of : (i) damaged property or personal injuries (including death) which may be sustained by Supplier, Supplier's employees or MR&P employees, or third persons or employees of third persons, or members or the general public, arising out of or in any way connected with the work done by Supplier under the order, (ii) breach of these terms and conditions by Supplier and (iii) any infringement by Supplier on any patent, design, copyright, or trademark. Upon request by MR&P, Supplier will provide adequate insurance evidencing that Supplier and MR&P are insured for all such claims.

The time and rate of delivery of all supplies and services to be delivered under this order shall be specified on the face of the order after the words, "due date". MR&P reserves the right to defer the time and rate of delivery specified in the order by written notice to Supplier, such change to be without additional cost. Time and rate of delivery of all supplies and services are considered to be the essence of the orders.

These terms and conditions shall be governed and construed in all respects in accordance with the laws of the State of Minnesota. Any controversy or claim arising out of or relating to these terms and conditions, or for the alleged breach, default, invalidity or illegality thereof shall, at MR&P's option, be venued in Minneapolis, Minnesota.

Equal Employment Opportunity & Affirmative Action: Seller agrees to comply with all provisions of the Executive Order #11246 at 9/24/65, as amended, Section 503 of the Rehabilitation Act of 1973, Vietnam Era Veteran's Readjustment Assistance Act of 1974, and all implementing rules, regulations, and orders of the Secretary of Labor unless otherwise exempt.