



PURCHASE ORDER TERMS AND CONDITIONS

These Terms shall govern the purchase of certain Goods or the performance of Services specified in a Purchase Order issued by Buyer or Manager (solely on behalf of and for the benefit of Buyer) to the Supplier (as each of the foregoing capitalized terms is defined below).

1. **Definitions.**

"Buyer" means the party identified on the Purchase Order receiving the Deliverables from Supplier.

"Contract" means the Purchase Order and these Terms and Conditions.

"Cost of Deliverables" means the amount identified in the Purchase Order to be paid for the Deliverables.

"Deliverables" means, individually and/or collectively, the Goods and Services.

"Delivery Date" means the date that the Goods shall be delivered to Buyer, and/or the date by which the Services shall be completed.

"Goods" means tangible products or materials provided by Supplier pursuant to a Purchase Order.

"Manager" means the agent for the applicable Buyer, currently, Bedrock Management Services LLC.

"Purchase Order" means a purchase order issued by Buyer or Manager, together with any attachments incorporated or referenced therein, and accepted by Supplier as evidenced by Supplier's performance hereunder, that identifies the Deliverables to be provided by Supplier to Buyer.

"Services" means the performance of any duty or labor by Supplier pursuant to a Purchase Order.

"Start Date" means the earlier of the first delivery or performance of any Deliverable or the date of the issued Purchase Order.

"Supplier" means the party identified on the Purchase Order providing the Goods or Services.

"Terms" means these Purchase Order Terms and Conditions.

2. **Purchase of Deliverables.** All Deliverables provided by Supplier to Buyer shall be governed by the Contract. Subject to the foregoing, Supplier's agreement to furnish, or Supplier's commencement of performance with respect to the Deliverables constitutes Supplier's unqualified acceptance of the Contract.

3. **Change Orders.** Prior to any Deliverables being provided, Buyer shall have the right to make any changes, additions or alterations in the items, quantities, destination, specifications, drawings, designs or delivery schedule and shall receive an equitable adjustment in the Contract price (collectively, the **"Changes"**). All adjustments to pricing or other costs for Changes must be in writing and signed by duly authorized representatives of each party, except to the extent the Changes affect Goods subject to unit pricing or Services with itemized pricing in the Purchase Order, in

which event, Buyer may unilaterally effectuate such Changes..

4. **Payment.** The Deliverables will be furnished at the price set forth in the Purchase Order. Prices shall be inclusive of all delivery costs, and taxes related to the Deliverables and Supplier shall be responsible for payment of all applicable taxes and remitting same to the appropriate taxing authorities. All invoices shall be submitted no more frequently than monthly and no later than the 10th day of each month for Deliverables provided in the previous month. Invoices shall be emailed to: ap@bedrockdetroit.com. Each invoice shall identify the corresponding Purchase Order number and shall contain detailed entries of the Deliverables provided, dollar amount owed, the timekeeper and the amount of time billed (if applicable). The undisputed portion of the Cost of Deliverables shall be payable within sixty (60) days of Buyer's receipt of an invoice. In the event of a good faith dispute in the amount owed, Buyer shall pay Supplier the undisputed amount due. Supplier shall not suspend or withhold any portion of the Deliverables, or terminate the Contract, and the parties shall endeavor to resolve such dispute within thirty (30) days of Buyer's notice to Supplier of the disputed amount.

5. **Shipping, Title and Risk of Loss.** Supplier shall package, ship, and deliver the Deliverables pursuant to the terms specified in the Purchase Order. Title to, and risk of loss of, the Deliverables will pass from Supplier to Buyer upon delivery to the designated location. All Deliverables will be FOB destination. Time is of the essence in performance of Supplier's obligations. Supplier shall immediately notify Buyer in the event of any delay in the delivery of any portion of the Deliverables, after which, Buyer shall have the right to (i) cancel all or part of the Deliverables without liability; or (ii) accept such late delivery, provided that in either event, Buyer reserves all rights and remedies related to such cancellation or late delivery. Buyer's acceptance of Supplier's notice of any such delivery delay does not constitute a waiver of Supplier's obligations. Supplier shall handle and package the Deliverables to protect them from loss or damage pursuant to Buyer's specifications and if none are specified, in accordance with industry standards. Supplier is responsible for any loss or damage due to its failure to properly package or handle such Goods.

6. **Inspection and Acceptance.** Buyer has the right, but not the obligation to inspect the Deliverables on or after the

Delivery Date. Within thirty (30) days of the Delivery Date and installation (if applicable), Buyer, at its sole option, may reject all or any portion of the Deliverables if it determines they are non-conforming or defective. If Buyer rejects any portion of the Deliverables, Buyer may, upon written notice to Supplier: (a) rescind this Order in its entirety; (b) accept the Deliverables at a reasonably reduced rate; or (c) reject the Deliverables and require replacement thereof. If Buyer requires replacement of the Deliverables, Supplier shall, at its sole cost, promptly replace the non-conforming Deliverables and pay for all related expenses, including, but not limited to, transportation charges for return of the defective Deliverables and delivery of the replacement Goods.

7. **No Exclusivity.** Supplier acknowledges and agrees that this is not a requirements contract, Buyer has not made any guarantees or representations as to the volume of Goods or Services to be purchased by Buyer, and Buyer is not obligated to use Supplier or its Goods or Services on an exclusive basis. Nothing within the Contract is intended to limit Buyer's ability to procure the same or similar Goods or Services from any other party.

8. **Warranties.** Supplier represents and warrants that the Goods will: (i) conform to all specifications, descriptions, and samples; (ii) be new, unless otherwise specified; (iii) conform to statements made on the containers, packaging, labels, inserts, or advertisements for such Goods; (iv) be adequately contained, packaged, marked, and labeled; (v) be of good quality, material, and workmanship, merchantable, fit for their intended purposes, and free from any and all defects; and (vi) comply with and be made, packaged, labeled, and shipped in accordance with all applicable foreign, federal, state and local laws, regulations and ordinances. Additionally, Supplier represents, warrants, and covenants that (a) good title to the Buyer will pass free and clear from any security interest or other liens or encumbrances to Buyer upon delivery; and (b) Supplier has all approvals, authorizations, licenses, permits, and other permissions needed to provide the Goods and fulfill its obligations hereunder. Supplier agrees to promptly notify Buyer if any Good contains or is alleged to contain a defect or nonconformity or is subject to an investigation or recall. In the event that Services are provided in connection with the supply of Goods, or as otherwise required under the Contract, Supplier expressly warrants that Services will be performed: (a) with due professional care, in a professional, timely and diligent manner; (b) in accordance with all applicable industry standards and best practices; (c) by qualified workers; and (d) in strict conformance with the specifications provided under the Contract. The warranties provided in this Section shall survive any expiration or termination of the Purchase Order.

9. **Term and Termination.** The Purchase Order shall commence on the Start Date and shall continue until such time as all Deliverables have been provided in accordance with the term of the Purchase Order. Buyer may terminate the Purchase Order as follows: (i) for any reason prior to shipment of the Goods; (ii) for any reason prior to completion of Services; or (iii) immediately for a material

breach of Supplier's obligations under the Purchase Order. Buyer shall not be entitled to a refund of any deposits expressly identified in the Purchase Order as non-refundable, unless such termination is for cause. In the event of termination for convenience by Buyer, with respect to Services, Supplier shall be paid for Services completed as of the termination date and in no event shall Buyer be liable for payment for Services not performed as of the date of termination (including without limitation, any Services which would have been performed but for such termination). Such payment shall be the sole and exclusive remedy of the Supplier under the Purchase Order.

10. **Indemnification.** Supplier agrees to indemnify and hold Buyer, Manager and their affiliates harmless from and against any and all direct or indirect claims, actions, demands, liabilities, losses, fines, costs, damages (including without limitation, incidental damages, consequential damages and lost profits) and expenses (including, without limitation, attorneys' fees, experts' fees and court costs) that may be made by anyone relating to the Goods or Services under the Purchase Order, including the "Indemnified Parties", which shall include: Buyer, the beneficiaries of Buyer, Manager (individually and as agent for Buyer), and any and all parents, subsidiaries, partners and affiliates of the foregoing; and all of the respective shareholders, directors, officers, partners, members, agents and employees of all of the foregoing and anyone else acting for or on their behalf. The foregoing indemnity obligations of Supplier shall survive expiration or termination of the Contract.

11. **Labor Disputes.** Supplier shall promptly notify Buyer of any impending work stoppage, strike or other similar interference with the performance of the Services or delivery of Goods under the Contract.

12. **Publicity; Use of Trademarks.** Except as may be expressly agreed to in writing by Buyer, Supplier will not disclose that Buyer or Manager is a customer of Supplier and will not use Buyer's or Manager's name or any trademark, service mark, logo, domain name or trade name owned or used by Buyer or Manager in any press release, marketing, or other promotional materials or presentations without Buyer's or Manager's (as applicable), prior written approval.

13. **Assignment; Subcontracting.** Supplier may not assign the Contract without Buyer's prior written consent. Supplier acknowledges that Buyer selected Supplier on the basis of and reliance on Supplier's expertise in providing the Deliverables. Supplier shall not use any subcontractor, consultant, agent, or other third party to provide the Deliverables without Buyer's prior written consent. Buyer retains the right to freely assign this Contract. The assignment or subcontracting of any rights under the Contract shall not relieve Supplier of primary liability for its obligations under the Contract.

14. **Independent Contractor.** Supplier agrees that its employees and agents are independent contractors and shall not have any employee status with Buyer. Neither

party has any authority to act on behalf of the other party as a result of the Contract. The Contract shall not be construed as creating or constituting a partnership or joint venture between any of the parties. Supplier has the sole responsibility for the withholding of all federal, state and local taxes, unemployment insurance, social security tax, and other withholdings with respect to payments made to Supplier's employees, agents, contractors, and other persons performing Services pursuant to the Contract.

15. **Remedies Not Exclusive.** The express rights and remedies set forth herein are cumulative and in addition to any other rights or remedies provided by law or equity.
16. **Notices.** All notices, requests, demands, and other communications that are required or permitted to be given under the Contract shall be in writing upon (a) receipt if delivered in person; (b) the third business day after mailing by first-class certified or registered mail, return receipt requested and postage prepaid; (c) the following business day after mailing by recognized overnight courier, with proof of delivery requested and charges prepaid; or (d) the same business day if sent by email prior to 4:00 PM ET or the following business day if sent after 4:00 PM ET and proof of such email delivery can be reasonably established, provided such email delivery is followed promptly by one of the other delivery methods (as described above), when sent to the mailing or email addresses set forth in the Purchase Order to the attention of General Counsel.
17. **Audit.** Supplier shall keep and maintain accurate records relating to the Purchase Order for three (3) years following termination or expiration of the Purchase Order and Buyer shall have the right to inspect such records upon reasonable notice at a mutually acceptable location in Detroit, Michigan.
18. **Survival.** Any and all provisions, promises, and warranties contained herein, which by their nature, context, or effect are required or intended to survive the expiration or termination of the Purchase Order or these Terms will survive.
19. **Entire Agreement.** The Purchase Order together with these Terms and any attachments, constitutes the entire agreement between the parties relating to the subject matter hereof. If there is a conflict between these Terms and the Purchase Order, the Purchase Order shall prevail. Any terms and conditions on Supplier's invoice, quotation, proposal, purchase order or other document (even if attached to or referenced in a document attached to the Purchase Order) shall not be binding and shall not supersede, supplement or modify the Contract; any such terms and conditions are hereby expressly objected to and rejected.
20. **Headings.** The headings contained in these Terms are for reference only and shall not affect the meaning or interpretation of the Terms.

21. **Beneficiaries.** The Contract and the rights and obligations under it, shall be binding on and shall inure to the benefit of each party's successors and permitted assigns.
22. **Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the other provisions shall remain in full force and effect.
23. **Governing Law; Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of law principles. The exclusive venue for all disputes arising out of the Contract shall be the United States District Court for the Eastern District of Michigan and the Third Judicial Circuit, Wayne County, Michigan, and no other venues. The parties stipulate that the venue referenced herein is convenient, is not unreasonable, unfair, unjust, and will not deprive any party of any remedy to which it may be entitled.
24. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any court proceedings arising out of or relating to the Contract.
25. **Attorneys' Fees.** The prevailing party (the party whom a court of competent jurisdiction renders judgement) in any dispute arising out of the Contract shall be entitled to an award of costs and attorneys' fees, including, but not limited to, in-house counsel fees calculated at market rate.
26. **Counterparts; Electronic Transmission.** Any Purchase Order or other document requiring signatures may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END PURCHASE ORDER TERMS AND CONDITIONS]