



CONFIDENTIAL NEW CUSTOMER APPLICATION/ACCOUNT FORM

BRANCH NUMBER \_\_\_\_\_ DATE \_\_\_\_\_
(PLEASE TYPE OR PRINT)
APPLICANT NAME \_\_\_\_\_

DBA \_\_\_\_\_

BILLING ADDRESS / STREET / P. O. \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_+4\_\_\_\_\_

DELIVERY STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_+4\_\_\_\_\_

COUNTY \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

OUTSIDE OF CITY LIMITS: YES [ ] NO [ ] FAX NUMBER \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ EMAIL \_\_\_\_\_

WOULD YOU LIKE INVOICES: FAXED [ ] EMAILED [ ] EMAIL ADDRESS \_\_\_\_\_

OR SENT EDI [ ] EDI CONTACT NAME: \_\_\_\_\_

EDI CONTACT PHONE: \_\_\_\_\_ EDI CONTACT EMAIL ADDRESS: \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_ SIC \_\_\_\_\_

[ ] CORPORATION [ ] LIMITED LIABILITY CO. [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP

SALES TAX STATUS: [ ] TAXABLE [ ] NONTAXABLE - ATTACH EXEMPTION CERTIFICATE

[ ] MACHINE RATE [ ] SPECIAL JURISDICTION - EXPLAIN \_\_\_\_\_

SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

CORPORATION \_\_\_\_\_ STATE OF INCORPORATION \_\_\_\_\_ YEAR INCORPORATED \_\_\_\_\_

IS APPLICANT A: BRANCH [ ] DIVISION [ ] SUBSIDIARY [ ] OTHER RELATED COMPANY [ ]

NAME AND ADDRESS OF PARENT CORPORATION OR HEADQUARTERS \_\_\_\_\_

APPROXIMATE ANNUAL GROSS REVENUES \$ \_\_\_\_\_

MAXIMUM AVAILABLE CREDIT DESIRED \$ \_\_\_\_\_ STATEMENT REQUIRED [ ]

Table with 4 columns: TRADE REFERENCES, COMPLETE ADDRESS, TELEPHONE #, ACCT#. Rows 1, 2, 3.

MI BR NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

(PLEASE TYPE OR PRINT)

APPLICANT NAME \_\_\_\_\_

DBA \_\_\_\_\_

THE APPLICANT AGREES:

TO MEIER TRANSMISSION'S STANDARD TERMS OF **NET 30**;

TO PAY LATE CHARGES OF 1-1/2% PER MONTH ON PAST DUE ACCOUNTS;

TO PAY ATTORNEY'S FEES AND COURT COST INCURRED IN THE COLLECTION OF ANY PAST DUE ACCOUNT;

THAT MEIER IS AUTHORIZED TO CHECK CREDIT;

THAT MEIER TRANSMISSION'S STANDARD TERMS AND CONDITIONS OF SALE SHALL APPLY TO ALL TRANSACTIONS BETWEEN APPLICANT AND MEIER, AND SUCH TERMS AND CONDITIONS OF SALE, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME BY MEIER, ARE INCORPORATED HEREIN BY THIS REFERENCE.

MOTION INDUSTRIES, INC.  
DBA MEIER TRANSMISSION  
P. O. BOX 1477  
BIRMINGHAM, AL 35201-1477  
ATTENTION: CREDIT DEPARTMENT  
TELEPHONE: 205/956-1122

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT), BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAMS, OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON DC 20580.

LEGAL NAME OF APPLICANT \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PLEASE TYPE OR PRINT

TITLE \_\_\_\_\_

**BRANCH & OFFICE USE ONLY**

ACCT NUMBER \_\_\_\_\_ AVAILABLE CREDIT \_\_\_\_\_ DCM/CC \_\_\_\_\_

BR MGR APPROVAL (1000) \_\_\_\_\_

DATE APPROVED \_\_\_\_\_ NATIONAL ACCT # \_\_\_\_\_ TLM \_\_\_\_\_

**PLEASE ATTACH SALES TAX EXEMPTION CERTIFICATE IF APPLICABLE**



## **STANDARD TERMS AND CONDITIONS OF SALE**

PRODUCTS AND SERVICES SOLD ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, NOTWITHSTANDING ANY CONTRADICTORY TERMS OF THE BUYER'S PURCHASE ORDER. NO PERSON HAS THE AUTHORITY TO ALTER THESE TERMS OTHER THAN A CORPORATE OFFICER OF MEIER TRANSMISSION AND ANY SUCH ALTERATION MUST BE IN WRITING. BUYER'S ACCEPTANCE OF PRODUCTS CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

1. **Pricing.** All prices are F.O.B. shipping point unless otherwise specified. Quoted prices are subject to addition for federal, state or local taxes, and subject to change if Products are not shipped within 10 days. Otherwise, prices in effect at time of shipment will prevail. It is the obligation of Buyer to provide evidence of sales tax exemption to Meier Transmission. Notwithstanding the foregoing, in the event that sales tax is determined to be due upon any purchase, Buyer will pay the amount of such tax to Meier Transmission for payment to the appropriate taxing authorities.

2. **Acceptance.** Any Buyer purchase order is subject to approval and acceptance by an authorized representative of Meier Transmission at the Servicing Branch or its general office in Birmingham, Alabama, and subject to the terms set forth herein. Meier Transmission expressly limits its acceptance to these terms. Additional or different terms in Buyer's purchase order shall not be binding on Meier Transmission, and are hereby expressly rejected. Buyer agrees to inspect the Products within seventy-two (72) hours after receipt of the Products, and Buyer agrees to promptly notify Meier of any readily-apparent defects or nonconformities. Buyer waives any right to object to such defects or nonconformities later than seventy-two (72) hours after receipt of the Products.

3. **WARRANTIES.** MEIER TRANSMISSION WARRANTS THAT THE PRODUCTS AND/OR SERVICES COVERED HEREBY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS ACCEPTED BY MEIER TRANSMISSION WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, IF ANY. **ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

MEIER TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD OR SERVICES RENDERED. MEIER TRANSMISSION'S LIABILITY HEREUNDER, FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS EXPRESSLY LIMITED AT THE OPTION OF MEIER TRANSMISSION: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN, (B) TO THE REPAIR OF SUCH PRODUCTS, OR (C) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS.

MEIER TRANSMISSION IS A DISTRIBUTOR, AND NOT A MANUFACTURER OF PRODUCTS. ACCORDINGLY, ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS THAT OF THE MANUFACTURER ONLY AND **NOT** THAT OF MEIER TRANSMISSION. MEIER TRANSMISSION AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO CAUSE ITS MANUFACTURERS TO FURNISH PRODUCTS THAT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, WILL BE FREE FROM PATENT INFRINGEMENT, AND WILL BE MERCHANTABILITY. SHOULD THE PRODUCT FAIL TO MEET ANY MANUFACTURER'S WARRANTY, THEN UPON NOTIFICATION THEREOF AND SUBSTANTIATION THAT THE PRODUCT HAS BEEN STORED, INSTALLED, MAINTAINED AND OPERATED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND STANDARD INDUSTRY PRACTICE, MEIER TRANSMISSION SHALL ASSIST BUYER IN OBTAINING SUITABLE REPAIR OR REPLACEMENT, OR OTHER REMEDY, AS PROVIDED IN THE APPLICABLE MANUFACTURER'S WARRANTY.

4. **Delivery Terms.** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise agreed in writing by Meier Transmission, delivery will be made and title will pass to Buyer F.O.B. point of shipment. Expense and risk of loss of transporting the goods shall pass to Buyer at point of shipment.

5. **Delivery in Installments.** Meier Transmission reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of the obligations to accept and pay for remaining deliveries.

6. **Payment.** Unless otherwise agreed in writing by an authorized officer of Meier Transmission, net payment is due within thirty (30) days of invoice date. U.S. Postal Service post mark shall be determinative. Discounts are not available for payment by credit card or for cash purchases.

Should the financial responsibility of Buyer at any time become unsatisfactory to Meier Transmission, Meier Transmission shall have the right to require payment for any shipment hereunder in advance or, in the alternative, the provision of satisfactory security. If Buyer fails to make payment in accordance with the terms of this Agreement or fails to comply with any provision hereof, Meier Transmission may at its option, in addition to any other remedies, cancel any unshipped portion of an order and other pending orders. Buyer shall remain liable for all unpaid accounts. In the event Buyer fails to make payment in accordance with the terms of this Agreement, the account shall be deemed to be delinquent and a late charge of one and one-half percent (1½%) per month will be assessed on the unpaid balance. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys fees, incurred by Meier Transmission in collecting or attempting to collect such account.

Meier Transmission is a division Motion Industries, which is a subsidiary of Genuine Parts Company. In the event Buyer owes any past due indebtedness to Meier Transmission, or any other operating unit (including all divisions or subsidiaries) of Genuine Parts Company, then any amounts that such operating unit owes to Buyer may be offset against such indebtedness and the Genuine Parts Company unit shall be obligated to pay to Buyer only the net amount after application of such setoff.

7. **Freight and Handling.** Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. All incoming shipping and handling charges on all material on which the supplier of said material does not pre-pay or allow freight into Meier Transmission's warehouse, and all outgoing shipping and handling charges on all shipments from Meier Transmission to Buyer shall be borne by Buyer. Any difference in the amount of freight from that shown on the invoice as being included, is for Buyer's account. Meier Transmission reserves the right to designate origin and intermediate carriers. If a specific delivering carrier is required, Buyer must designate such carrier in writing to Meier Transmission prior to shipment.

8. **Taxes.** Prices do not include any present or future sales, use, excise, or similar taxes. All such taxes shall be for Buyer's account.

9. **Delay.** Meier Transmission shall not be liable for any failure or delay in manufacture, shipment or delivery of Products resulting from any cause beyond Meier Transmission's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, terrorist acts, insurrection, shortage of or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on conditions at the time of quotation. Meier Transmission shall not be liable for failure or delay in performance due to prior sale of Products. In the event of such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

10. **Cancellation.** No order may be canceled or changed in whole or in part without the prior written consent of Meier Transmission. Shipment of Products cannot be extended beyond the original shipping date specified without Meier Transmission's consent.

11. **Compliance with Laws.** Meier Transmission warrants that it has complied, and will continue during the performance of this order to comply, with the provisions of all applicable federal, state and local laws and regulations from which liability may accrue to Buyer as a result of any violation thereof by Meier Transmission. Meier Transmission warrants compliance with the Fair Labor Standards Act and the Equal Employment Opportunity Act, as amended, in its performance. Compliance with any federal, state or local procurement regulations, laws, or contract provisions in any form of government contracting by Buyer, shall be solely the responsibility of the Buyer.

12. **Copy of Buyer's License.** Buyer agrees to furnish to Meier Transmission a copy of any state license that would cause purchases by Buyer to be free of sales tax. Further, Buyer shall continually furnish copies of such licenses from year to year, as the same are renewed.
13. **Assignment.** Buyer may not assign this Agreement without prior written consent of Meier Transmission.
14. **Specifications.** Specifications and instructions are in accordance with directions of Buyer and full responsibility for their correctness is assumed by Buyer.
15. **Claims.** Claims for errors, shortages or defective goods must be made within ten (10) days after receipt of material.
16. **Waiver.** Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach.
17. **Return Goods Policy.** No Products will be accepted for return without a Meier Transmission approved Return Goods Authorization ("RGA"). All returns are subject to a restocking charge. Special ordered or modified Products are not returnable.
18. **Miscellaneous Credits.** Meier Transmission may apply any miscellaneous credits to the account of the Buyer, including the off-set of any unpaid invoices or other amounts due to Meier Transmission. Any miscellaneous credits remaining unapplied for one (1) year, may, at the discretion of Meier Transmission, be turned over to the appropriate state agency responsible for unclaimed property.
19. **Specification.** In the event that the sale involves the fabrication of any Products by Meier Transmission, including without limitation hose or fluid power products, the specifications for such fabrication shall be the sole responsibility of the Buyer.
20. **Nuclear or Other Hazardous Activities.** Unless specifically acknowledged and agreed in writing by a duly authorized officer of Meier Transmission, Products sold hereunder may not be used in connection with any nuclear facility or any other hazardous activity, including without limitation, military, aerospace, missile or other critical application. Buyer agrees to indemnify and hold Meier Transmission harmless from any liability that results from Buyer's use that is inconsistent with this paragraph.
21. **Products Sold for Buyer's Export.** Buyer assumes responsibility and liability for compliance with all U.S. and international laws, treaties and customs rules and regulations applicable to the export of Products by Buyer.
22. **Electronic Commerce.** Meier and Buyer specifically agree that purchases and sales between them may be conducted electronically in accordance with the Alabama Uniform Electronic Transactions Act.
23. **Modification.** Unless Buyer and Meier Transmission have specifically executed a Transmission agreement for the purchase and sale of Products, there are no terms, conditions, understandings or agreements between Buyer and Meier Transmission other than those stated herein and all prior proposals and negotiations are merged herein. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING THE PROVISIONS HEREOF SHALL BE BINDING UPON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY. NO MODIFICATION OR ALTERATION OF THE PROVISIONS HEREOF SHALL RESULT FROM MEIER TRANSMISSION'S SHIPMENT OF MATERIAL FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING ORDER, OR OTHER FORMS CONTAINING PROVISIONS, TERMS AND CONDITIONS IN ADDITION TO OR IN CONFLICT OR INCONSISTENT WITH THE PROVISIONS HEREOF.
24. **Motion Services.** Motion Services is a Division of Motion Industries, Inc.
25. **Venue; Governing Law.** THE BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE EXCLUSIVELY IN THE COUNTY AND STATE OF THE MEIER TRANSMISSION SERVICING BRANCH FROM WHICH THE PRODUCT OR SERVICE WAS TO BE PROVIDED. THE PARTIES FURTHER AGREE THAT THE LAW OF ALABAMA SHALL APPLY. The provisions of the United Nations Convention on Contracts for the International Sales of Goods shall not apply.



## **STANDARD TERMS AND CONDITIONS FOR PURCHASES**

1. **TERMS AND CONDITIONS/ACCEPTANCE:** These terms and conditions control Meier Transmission's (hereinafter "Meier") purchases of goods and services from any supplier, distributor, manufacturer, or retailer (hereinafter "Supplier"). In the event of any conflict between the terms and provisions or any purchase order (hereinafter "Order"), invoice, or any other contracts, exhibits, representations or agreements (whether written or oral), the terms set forth herein shall control. These terms and conditions may not be waived or modified except as specifically set forth in writing by Meier. By accepting any Order from Meier, Supplier acknowledges these terms and conditions and agrees that they are incorporated by reference into any Order, and Supplier agrees to comply with all the terms and conditions set forth herein. Supplier also acknowledges that these terms and conditions shall apply to all of Meier's divisions and subsidiaries.

2. **PRICING:** Supplier shall furnish the goods or services in strict accordance with the price and delivery schedule stated in the Order. TIME IS OF THE ESSENCE with respect to all of Supplier's performance hereunder. Unless otherwise stated, prices on invoices include all charges for inspection and packaging. Prices shall remain fixed from the time of the acceptance of the Order through the completion of each Order.

3. **PAYMENT:** Supplier shall issue invoices only after delivery of the goods and/or completion of the services ordered by Meier in the Order. Invoices shall include the Order number, part numbers, the Meier facility in question, description of the goods or services, quantities, unit price, applicable taxes, and extended totals. Supplier shall clearly indicate on all invoices any line-item charges for applicable federal, state and municipal sales taxes or any other taxes appropriate for the transaction at issue.

Supplier agrees to invoice Meier no later than one hundred eighty (180) days after shipment of goods or performance of the services set forth in the Order. Meier will not be obligated to make payment against any invoices submitted after such period. Meier may reject any invoice for noncompliance with any of the provisions of this paragraph. Meier shall issue payment within forty-five (45) days after its receipt of a correct and conforming invoice (which includes all supporting documentation). Payment is deemed made when Meier's check is mailed or Meier's EDI funds transfer is initiated. If for any reason Meier had made payment for goods or services that were subsequently rejected, such payment shall be refunded by Supplier within ten (10) days after Meier's request therefore or, at Meier's option, said payment shall be deducted from any other or subsequent payments due or to become due to Supplier.

4. **SET-OFF; RECOUPMENT:** Meier shall have the right at any time to set off from any invoice any amount owed by Supplier to Meier.

5. **WARRANTY:** IN ADDITION TO ANY WARRANTY IMPLIED BY LAW, SUPPLIER WARRANTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF THE GOODS BY MEIER THAT: (A) ALL GOODS OR SERVICES PROVIDED HEREUNDER ARE NEW, OF THE GRADE AND QUALITY SPECIFIED, FREE FROM DEFECTS IN DESIGN, MATERIAL AND WORKMANSHIP AND ARE OF A QUALITY OF WORKMANSHIP; (B) SUPPLIER HAS GOOD AND MARKETABLE TITLE TO THE GOODS AND SERVICES AND HAS CONVEYED SUCH TITLE TO MEIER FREE FROM ANY ENCUMBRANCES, LIENS, SECURITY INTERESTS OR OTHER DEFECTS IN TITLE; (C) THE GOODS OR SERVICES PURCHASED HEREUNDER CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, SAMPLES AND OTHER DESCRIPTIONS, IF ANY, REFERENCED HEREIN; AND (D) THE GOODS OR SERVICES PURCHASED HEREUNDER ARE MERCHANTABLE AND SUITABLE FOR THE PURPOSES INTENDED. All warranties set forth herein shall survive any inspection, delivery, acceptance, payment, expiration or early termination of an Order, and such warranties shall run to Meier, its successors, assigns, customers and any end users of the goods. Any goods repaired or replaced and services re-performed shall be warranted for the remaining period of the one (1) year term, or six (6) months, whichever is longer.

In the event of a breach of any warranty set forth above for goods or services provided under any Order, Supplier agrees to repair or replace at its own expense all said goods or services. Payment for and inspection, tests, acceptance or use of the goods furnished hereunder shall not affect Supplier's warranty obligations, and such warranties shall survive inspection, tests, acceptance and use.

6. **REMEDIES/NON-WAIVER:** Meier's remedies provided herein are cumulative and in addition to any other or further remedies provided by law or in equity. Any waiver by Meier of Supplier's breach of an Order or any term or condition set forth herein must be in writing and shall not operate or be construed as a waiver by Meier of any subsequent breach by Supplier. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by Meier shall not impair any right, power or remedy that Meier may have with respect to that or any other future breach or default.

7. **FORCE MAJEURE:** Meier shall not be responsible for any delay in its acceptance of the goods or services or for any loss or damage which is incurred or suffered by Supplier in relation to any Order as a result of a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within Meier's control. Supplier shall immediately notify Meier in writing if its performance hereunder is delayed due to any such event and Meier may either (a) extend the time of performance, or (b) terminate the uncompleted portion of the Order at no cost to Meier.

8. **INDEMNITY:** Supplier shall indemnify, defend, and hold Meier and its parent company, divisions, subsidiaries, affiliated entities and employees harmless from and against all liability, loss, costs, attorney's fees and expenses, and damages (collectively, "Losses"), resulting from or arising out of (i) any claim that the goods or services are defective, negligently designed or manufactured in any manner, or otherwise determined to be the cause of injury or death to persons, or damage to property, or both; (ii) any claim that the goods or services or the manufacture, sale or labeling of the goods or services fails to comply with any governmental requirement, or the labeling on any goods, or on or within the packaging for any goods (including any instructions or warnings thereon), is inadequate in any manner; (iii) any claim that the goods should have been recalled pursuant to any governmental requirement; (iv) Supplier's negligence or willful misconduct in supplying the goods or services; (v) any claim that the goods or services violate or infringe on any patent, trademark, copyright or other intellectual property right; or (vi) any claim, action, suit or proceeding by any person, firm, governmental agency or corporation resulting from or arising out of (i) through (v) above.

9. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the parties hereto is that of independent contractors. Nothing in an Order shall be construed as creating any partnership, joint venture, or agency between the parties.

10. **ASSIGNMENTS:** Supplier shall not assign, delegate or subcontract this Order or any obligations hereunder without Meier's prior written consent. Any such attempted assignment or delegation without Meier's prior written consent shall be void and have no force or effect and, at Meier's option, shall be cause for Meier's termination of any or all Orders.

11. **INSPECTION; ACCEPTANCE:** Supplier, at its cost, shall inspect all goods prior to shipment to Meier and all services prior to completion. If requested by Meier, Supplier shall immediately provide Meier with a copy of the inspection results or other related records. Meier reserves the right to conduct its own inspection and testing wherever such goods or services are located. If Meier conducts such inspection or testing on Supplier's premises, Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and tests. Final inspection and acceptance by Meier shall be at the Meier location designated in this Order unless otherwise specified in this Order.

In the event that the goods do not conform with the Order or the terms and conditions set forth herein, Meier may, at its election (in addition to any other remedies set forth in these terms and conditions or available under common law, statute, or otherwise): (a) reject and refuse delivery or return the nonconforming goods at Supplier's expense to Supplier for full credit; or (b) unless directed otherwise by Supplier, undertake reasonable commercial efforts to sell such non-conforming goods and pay Supplier the price obtained from the sale of such goods, less any expenses or damages incurred by Meier in selling same and any damages resulting from the nonconformance; or (c) (in the event of services) require Supplier, at Supplier's sole expense, to re-perform or repair the services to make the services conforming.

12. **DELIVERY/TITLE/RISK OF LOSS:** Unless otherwise noted on the Purchase Order or stipulated in a Purchasing contract, Goods shall be shipped by Supplier F.O.B. Destination, Freight Prepaid, and services shall be performed at the Meier location specified on the Order. Supplier agrees to utilize Meier's preferred freight carriers whenever possible. Regardless of FOB terms of sale, title and risk of loss shall pass and acceptance of goods shall take place when such goods have been delivered to Meier's specified destination and passed Meier's inspection and test. Meier reserves the right to specify a different delivery location after the Order has been placed. Supplier shall enclose a packing list for all shipments showing the Order number, Supplier's name, and the exact quantity and description of goods shipped. Supplier shall not charge Meier for boxing, crating, handling damages, carting, storage or other packaging or hauling requirements. All packaging must meet commercial standards and accepted industry practices to ensure against damage to and for full protection of the goods.

If delivery or performance is not made within the time stated in the Order (or, if no time is stated, within a reasonable time), Meier may, in addition to Meier's other rights and remedies, purchase the goods elsewhere or retain substitute performance of the services, charge Supplier for any resulting expense, loss or damage and/or cancel the applicable Order.

13. **DEBIT MEMO POLICY/BILLING DISPUTES:** Supplier acknowledges Meier's right to issue a debit memo to remedy any disputes related to pricing, quantities delivered, freight charges or any other discrepancy. Supplier has 90 days from receipt to respond to the debit memo. Any dispute or disallowance should be emailed to [ap.corporate@motionr-ind.com](mailto:ap.corporate@motionr-ind.com). If the debit has not been disputed within the 90 days, Supplier must honor the debit, and Supplier agrees that it will waive any right to dispute said debit memo, regardless as to the validity of the claims.

Supplier agrees to attempt to reconcile all charges, invoices, costs, expenses or other amounts due from Meier in writing within 180 days of the date of the initial invoice or 180 days after the transaction or occurrence at issue, whichever is earlier. Supplier agrees that if it does not bring said charges, invoices, costs, expenses or other amounts due from Meier to Meier's attention in writing within said time frame, Supplier agrees that it thereby waives any rights associated with said claims, regardless as to the validity of the claims.

14. **COMPLIANCE WITH LAWS:** Supplier shall comply with all national, state, and local statutes, laws, ordinances and regulations governing the manufacture, transportation, import, export and the sale of goods and services anticipated in any Order.

15. **TERMINATION:** Meier may terminate any Order without penalty by giving notice to Supplier, effective immediately upon such notice, on the happening of any one or more of the following events: (a) breaches any term or condition set forth herein or set forth on any Order; (b) any applicable statutes, laws, ordinances and regulations prevent full compliance with any Order by Supplier or Meier; or (c) commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization or similar laws of any jurisdiction by or against Supplier, or if any order shall be made or any resolution passed for the winding up, liquidation or dissolution of Supplier, or if a receiver is appointed for Supplier or its property. Additionally, Meier shall have the right at any time without cause to terminate all or any part of an undelivered portion of any Order, effective upon written notice to Supplier, provided that Meier shall be responsible for Supplier's actual and direct out-of-pocket costs reasonably incurred in reliance on the Order until the date of such termination (but Meier shall have no liability to Supplier or any third parties for consequential, indirect, special or exemplary damages based upon said Order termination, even if Meier is advised of the possibility of the same).

16. **CHOICE OF LAW/MISCELLANEOUS:** The Order and these terms and conditions constitute the entire agreement of the parties with respect to the matters hereto. The Order and these terms and conditions shall be governed by the laws of the State of Alabama, without regard to conflict of law principles. Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents reasonably necessary, appropriate or desirable, to carry out the provisions of the Order and these terms and conditions. Every covenant, term, and provision of the Order and these terms and conditions shall be construed simply according to its fair meaning and not strictly for or against any party. If any one or more of the provisions of the Order or these terms and conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.