



Nexteer Indirect Material Purchase Order Clause

INVOICE PAYMENT:

For machinery & equipment, gages, and services (non-tangible items) performed under this purchase order, an invoice must be submitted to the requestor whose name appears in the contact field in the upper left corner of this order. Invoices must contain the same information required for invoiceless payment as detailed below. Invoices submitted to the buyer will be returned to the supplier. Invoices must NOT be dated prior to the item being received or the service being performed.

INVOICELESS PAYMENT:

For tangible goods supplied under this purchase order, an invoiceless payment program has been implemented.

Payment will be made based on PO: price, unit of measure, payment terms and quantity received. Because the packing slip plays an important role as the document driving your payment, the following information is critical. Any deviation from this will result in a delay of payment.

- 1) packing slip number is required for all shipments.
it is necessary for you to be able to identify this number when reconciling your accounts receivable
- 2) ship to address.
- 3) our purchase order number or release number if you have a blanket order with us.
- 4) ship date
- 5) shipped via
- 6) inco term
- 7) item identification number
- 8) noun name/description
- 9) quantity shipped ***over shipments will not be paid***
- 10) unit of measure must identically match po (if your po is issued as 1-ea, the incoming material listed on the packing list must be identified as 1-ea)
- 11) the requestor's name as it appears in the contact field in the upper left corner of on this purchase order. Following these instructions will insure prompt payment without invoicing.

PAYMENT:

EFT AND PAYMENT DETAILS VIA NEXTEER'S SUPPLY CHAIN PORTAL

You can now view payment status on-line using Supply Chain Portal. For new users, you may register for the Supply Chain Portal application by contacting our Accounts Payable Help Desk at:

Nexteer.payables.saginaw@nexteer.com or Phone (989) 757-3344.

If you are a new supplier to us, you may obtain a copy of a Supplier Setup Form, which includes Electronic Funds Transfer (EFT) Payment Authorization, from our Supplier Portal at:

<http://www.nexteer.com/supplier-portal/>.

Click on Processes, then Financial.

Payment issues should be directed to our Accounts Payable Help Desk at:

Nexteer.payables.saginaw@nexteer.com or (989) 757-3344.



PAYMENT RUNS

Commencing November 1, 2015, Nexteer payment runs are semi-monthly on the 1st and 12th work day of each month. All payments that have reached payment maturity will be paid on the next scheduled payment run. Periodically, payment runs may change to match industry standards or to align with customer payment schedules. If this occurs, the supplier will be notified in advance of the change and this clause will be updated to reflect the new payment run schedule.

DOLS UNIT OF MEASURE:

If the unit of measure "dols" is used for any item in this purchase order, the unit price of \$1.00 on that item does not represent cost, but is a multiplier. Cost is represented by the quantity of this item, however, the quantity is not to be construed as a commitment to purchase. It is acknowledged and agreed that the Buyer is not obliged to purchase this quantity as it is an estimate only. Deliveries of services or goods shall be made such that the quantity of those items is not exceeded.

DELIVERY ON TIME:

We require 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Buyer should be notified immediately.

HAZARDOUS MATERIALS AND SUBSTANCE OF CONCERN:

Suppliers are required to comply with all current governmental and Buyer requirements regarding regulated, restricted, chemical, toxic, hazardous, explosive, radioactive, electrical, electromagnetic or otherwise unique materials that require specialized handling, storage, disposal, transportation, and/or import/export clearance as required in the country in which Buyer uses these materials. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No.8 "Ingredients and Hazardous Materials" as well as additional documents posted on our Supplier Portal (<http://www.nexteer.com/supplier-portal/processes/quality>) relating to Substance of Concern reporting and Material Safety Data Sheet (MSDS) compositional disclosure). All chemical materials supplied to Nexteer sites must receive approval from the appropriate Nexteer Hazardous Materials Control Committee (HMCC) prior to being received on site. Containers must be labeled in accordance with applicable regulatory requirements (environmental, health & safety, transport, etc.). Regardless of regulatory requirements, material labeling shall include, at a minimum, 1) Product Name, 2) Appropriate Hazard Warnings, and 3) Name and Address of the Chemical Manufacturer, Importer, or Other Responsible Party. Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the Buyer.

WOOD PACKAGING:

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material.

MATERIAL OWNERSHIP AND FREIGHT TERMS:

Material ownership and freight terms are title transfer our plant (TTOP); FCA Seller's Premises (2010 INCOTERMS), unless otherwise agreed to by the Nexteer Global Supply Management Department, Production Control & Logistics



Department and the supplier, and documented in the purchase agreement.

MACHINERY & EQUIPMENT SHIPPING INSTRUCTIONS:

For shipments of machinery & equipment that require specialized transportation, please contact the Nexteer Manufacturing Engineer for completion of the Nexteer Equipment or Tool Move Request form. Upon completion by the Nexteer Engineer, you will receive an email notification from the Nexteer Transport Service Provider with routing instructions.

TAX:

Do not bill sales or use tax on items delivered to locations within Michigan. We hold a direct pay authority with this state. As a result, we will remit directly to taxing authorities, all sales or use tax liability related to its purchase and use of tangible personal property and services. Therefore, this tax clause supersedes all tax code information found on this order.

Listed below is the Direct Pay Permit or Sales Tax License number for the state where we hold direct pay authority:

Michigan 26-1668808

If this order relates to a construction contract for real property, all applicable sales and use taxes are the responsibility of the contractor, and should be included in the contractor's bid as required pursuant to the 1638, "Construction General Terms and Conditions", unless the responsibility for payment of sales & use taxes are otherwise specifically outlined in the contract.

ALTERATIONS:

Any subsequent alterations to a Nexteer Purchase Order include the terms and conditions, order quantities, and delivery dates as stated on the initial purchase order, unless otherwise noted.

Purchase order alterations (revisions) that read a line item has been CLOSED on the order, indicates no further shipment will be accepted by Nexteer for that line item(s). Purchase order alterations (revisions) that read this PO has been CLOSED, indicates no further shipments will be accepted by Nexteer against that entire purchase order. In both of these cases, the purchase order quantity is amended to the quantity already received by Nexteer, even if that quantity is zero.

EQUAL EMPLOYMENT OPPORTUNITY (EEO):

The Nexteer Policy on EEO is incorporated in and part of this purchase order. This EEO policy may be found on the internet by navigating to Nexteer.com, Suppliers, Doing Business with Nexteer, Equal Employment Opportunity.

PROTOTYPE OPERATIONS, PLANT 14:

PROTOTYPE OPERATIONS, PLANT 14, INCOMING MATERIAL CERTIFICATION (IMC) REQUIREMENTS:

* Items supplied per this purchase order shall be compliant to the guidelines of Prototype Operations Incoming Material Certification (IMC). Any non-compliance to the IMC requirements may result in the issuance of a problem case and/or a debit. Questions may be addressed to:

Prototype Operations Supplier Development at [989-757-0686](tel:989-757-0686).

* Completed Incoming Material Certification (IMC) documentation must be included within the shipping container.

PROTOTYPE OPERATIONS, PLANT 14, SHIPPING AND ROUTING INSTRUCTIONS:



* Refer to Prototype Operations International/Domestic Shipping and Packaging Guidelines for Suppliers (form p-213) for specific shipping/routing/account number details. This document may be obtained by contacting the prototype expeditor/purchase order originator or prototype operations supplier development at [\(989\)757-0686](tel:9897570686).

* Individual packages within shipments cannot weigh more than 40 pounds. Plant number must be on label, if practical.

* Delivery date is defined as the receipt of material date at Prototype Operations. Delivery date changes, whether initiated by seller or buyer, cannot be made without prior approval of buyer via issuance of a purchase order alteration.

* Failure to adhere to the above requirements may result in the seller paying for the shipping.

* If shipping to a location other than Prototype Operations 2975 Nodular Drive, packing slips must be faxed to [\(989\)757-4842](tel:9897574842), attention: Accounts Payable.