



**SUPPLIER:** VEXTEC CORPORATION  
5123 VIRGINIA WAY  
SUITE C21  
  
BRENTWOOD, TN 37027

PURCHASE ORDER NO.	REV	PAGE
121028	0	1 of 1

THIS PURCHASE ORDER NO., REL NO., AND LINE NO. OF EACH PART MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE RELATED TO THIS ORDER.

DATE OF ORDER / REV.	24-MAY-16	/
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**Atten :**  
**SHIP TO :** 13100 E Michigan Ave  
  
Galesburg MI 49053  
US

**BILL TO :** EATON CORPORATION  
NA FINANCIAL SERVICES CENTER - 2083  
PO BOX 818024  
CLEVELAND OH 44181-8024

CUST ACC NO.	PAYMENT TERMS	CURRENCY	BUYER / CONTACT
	NET 60	US Dollar	Badgular, S
SHIP VIA	FREIGHT TERMS	F.O.B	PHONE

For Standard Routing Instructions go to <http://www.eatonroute.com/>  
ATTENTION : Wink, Mr. Carlos Henrique

NO	PART NUMBER / DESCRIPTION	DEL. DATE	QTY	UNIT	UNIT PRICE	EXTENSION
1	VEXTEC gear tooth bending fatigue analysis using ICME (Turnkey phase)	01-DEC-16				64,000.00 N

**TOTAL** 64,000.00 USD

## Purchase Order Terms and Conditions

**Eaton Corporation**  
Eaton Center  
Cleveland, Ohio 44114-2584



This Purchase Order incorporates by reference the relevant standard purchase order terms that appear on Eaton's website. As of the date of this Purchase Order, these can be found at:

For contracts between United States entities:

<http://www.eaton.com/Eaton/OurCompany/DoingBusiness/SellingtoUs/POTerms-U.S./index.htm>

And for contracts between entities in different countries:

<http://www.eaton.com/Eaton/OurCompany/DoingBusiness/SellingtoUs/POTerms-International/index.htm>

By accepting this Purchase Order or providing goods or services in response to it, Supplier agrees to all of the terms on Eaton's website. As stated in those terms, no attempt by Supplier to amend or vary those terms will be effective without Eaton's agreement in a signed writing.

All communications required or permitted under this Purchase Order must be directed to Supplier's contact within the appropriate Eaton Supply Chain organization.

**Ordering Process:** Supplier will provide Products to Eaton in accordance with one of the following ordering processes as specified by Eaton:

a. Single Purchase Order. If this Purchase Order requires a specific quantity of Products to be delivered at a specified time, then Supplier will deliver that quantity of Products at the time stated.

b. Releases. If Eaton indicates its requirements by means of releases issued to Supplier from time to time, Supplier will provide Products in response to those releases as long as the amounts on the releases issued during any one week period are not more than 20% above the quantities shown in Eaton's estimate of its requirements issued 4 weeks before the date of the release. If Eaton's estimates exceed that amount, Supplier will use reasonable efforts to supply the amount in excess of that amount.

c. Min-Max Order Process: If Eaton requires Supplier to maintain an inventory of Products at a specific location based on Eaton's requirements as shown on Eaton's Supplier Vis system, then Supplier will check the quantities on hand at Eaton's specified location each day and ship additional Products to keep the quantities on hand from going below the minimum shown in Supplier Vis. Products shipped in accordance with the previous sentence will be considered to have been ordered for purposes of the terms and conditions of the parties' contractual obligations. Supplier will not be required to deliver Products during any one week period that are more than 20% above Eaton's estimated requirements provided to Supplier 4 weeks in advance, but Supplier will use its best efforts to deliver in accordance with Eaton's requirements shown under Supplier Vis even when in excess of Eaton's estimates.

**Logistics and Customs Requirements:** Supplier will report to Eaton all premium freight costs that Supplier pays in shipping to Eaton.

Eaton's processes for completing shipping arrangements are found at:  
[www.eatonroute.com](http://www.eatonroute.com)

Supplier must comply with all regulatory and Eaton-specific processes for International trade and customs compliance including Customs-Trade Partnership Against Terrorism. Supplier will provide a completed North American Free Trade Agreement (NAFTA) certificate of origin for all Products that qualify for NAFTA status to enable Eaton to comply with the documentary certification requirements of NAFTA.

Upon Eaton's request, Supplier will provide Eaton with an accurate certificate of origin stating the origin of the Products under the laws or regulations requested by Eaton.

**Invoicing Process:** Unless Supplier uses the Evaluated Receipt Settlement (ERS), invoices and packaging slips for all of the facilities listed on the Purchase Order must contain the correct Eaton Purchase Order number, line item, release number, shipment number and country of origin information.

Eaton will conduct a three-way match of the quantity received, Purchase Order price and invoice price for all invoices. Eaton will not process any invoices for payment that contain incomplete or inconsistent information.

**Field Campaign, Recalls:** In addition to the remedies contained elsewhere in this Purchase Order, if Eaton identifies a defect in a Product attributable to the Supplier that requires that all Products or groups of Products be recalled, repaired or replaced, or if a governmental agency or Eaton customer requires that the Products or components in which the Products are incorporated be recalled, then Supplier and Eaton will work together to correct the problem and complete the recall or repair or replacement campaign. The responsible party will bear the costs, fees and expenses to remedy the defect and complete the recall or campaign. If each party is partially responsible, they will share those costs, fees and expenses pro rata, based upon the extent of each party's responsibility.

**Service and AfterMarket:** Supplier will make replacement Products and components for each Product available for sale to Eaton for 15 years after Eaton discontinues purchasing that Product for installation in new vehicles. The price during the first three years after the last production order will not exceed the price in effect for the last production order. If the aftermarket and service volumes are at least 30% less than the volumes during the last year of production for new vehicles, then Eaton and Supplier will negotiate the price for the remaining 12 years based on Supplier's costs for producing the replacement Products with any increase in price limited to direct cost increases (excluding sales and administrative expenses and profits). In all other respects, Supplier will sell the Products for the replacement market under the terms of this Purchase Order.

**Additional References:** Additionally, this Purchase Order incorporates by reference all other expectations, policies and procedures set forth in the above website, including, but not limited to:

Eaton's Supplier Excellence Manual, found at:  
[http://www.eaton.com/suppliers/quality\\_manual/SupplierExcellenceManual.pdf](http://www.eaton.com/suppliers/quality_manual/SupplierExcellenceManual.pdf)

The additional supplier excellence provisions applicable to Eaton's Truck and Automotive Groups, found at:

Auto Group  
(<http://www.eaton.com/Eaton/OurCompany/DoingBusiness/SellingtoUs/supplierexcellencemanual/automotive/index.htm>)

Truck Group  
(<http://www.eaton.com/Eaton/OurCompany/DoingBusiness/SellingtoUs/supplierexcellencemanual/truck/index.htm>)

Eaton's Supplier Quality Procedure, Eaton Corporation's Special Tooling Procurement and Audit Procedure.

Suppliers must be knowledgeable about and comply with these expectations, policies and procedures, including these specific items. Any matter described as an Eaton expectation, policy or procedure in any referenced document is a requirement of this Purchase Order. Eaton may change the location of these documents but they can be accessed from Eaton's company website in their new locations.

Suppliers will only ship product conforming to AIAG'S Production Part Approval Process, PPAP and ISO/TS16949 current editions.

Please sign the Purchase Order acknowledgement copy and return it to the attention of the Buyer listed on this Purchase Order.

Supplier's signature:

\_\_\_\_\_

Date: \_\_\_\_\_

**The above Terms and Conditions must be attached to original vendor copy when used as a Purchase Order**