



**LOGGHE STAMPING CO.**

16711 Thirteen Mile Rd.  
Fraser, MI 48026  
586-293-2250  
Fax: 586-293-7202

# Purchase Order

Terms and Conditions Attached

Purchase Order No: 1316

Purchase Date: 11/29/06

**Vendor:** WindsorMachine&Stamping(2009) Ltd.  
5725 Outer Drive  
Windsor, Ontario, Canada N9A  
6J3

**Ship To:** Logghe Stamping Company  
16711 Thirteen Mile Rd.  
Fraser, MI 48026

**Carrier:** Windsor Machine  
**FOB:** Destination

**Taxable:** N  
**Terms:** 25th Prox Terms  
**Freight Code:** Prepay

Part Number	Description	Due Date	Original Qty	Qty Due	Unit	Cost	Amount
55397444AA ROD	Rod 55397445						
55397445	G/L:	1/1/09		0.00	EA	0.2030	\$0.00

Supply rod per DCX standards and supplied print  
Ship per e-mailed release

\_\_\_\_\_  
Authorization

## TERMS/CONDITIONS OF PURCHASE

Printed Copies are Uncontrolled

Upon acceptance of this purchase order, seller agrees to the following:

1. The seller shall acknowledge receipt and acceptance of this order if the purchaser requires such as indicated on the face of the purchase order and specify a certain time when goods will be delivered.
2. The seller shall be responsible to provide packing slips/shippers with delivery which include, without exception, the buyers purchase order number, the buyer's part number, a description of the part or parts delivered, and/or services performed.
3. When material is forwarded to another vendor for further processing, copies of shipping and receiving documents shall be forwarded to buyer before any payment is made.
4. The seller shall be responsible to include following information on his invoice to the buyer: buyer's purchase order, the buyer's part number, seller's shipper number, quantity, and complete description of the part or parts delivered and/or services performed. Seller must furnish the buyer a two-part invoice.
5. The seller shall be responsible to provide copies of express receipts, bills of lading, freight bills, and packing slips/shippers showing proper description, complete routing car number, weights and rates, the amount of freights prepaid with their invoice.
6. The seller shall be responsible for showing cash discount on face of invoice. Invoices subject to discount will be calculated from date invoice is received at this office.
7. Seller warrants that the use of sale by the purchase of material specified herein will not subject purchaser charges of patent infringement and further agrees to hold purchaser harmless against any and all results of such charges.
8. Seller warrants that all items furnished will be free from defects in material and workmanship. Buyer shall have the right but not the obligation to inspect and test and/or reject any and all items and take corrective measures at seller's expense.
9. Extra charges under this order will not be permitted except on specific authority of the buyer.
10. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection at no expense to buyer.
11. By acceptance of this purchase order the seller or contractor agrees that all persons employed or engaged in carrying out the terms of this purchase order, including (but not limiting the terms hereof) all persons entering the plant vessel or other property of the buyer or its assigns for the purpose of delivering, installing, repairing or estimating supplies, material or work required by the terms of this purchase order shall be considered servants or the seller or contractor or sub-contractor there under and not of the buyer, consignee or owner, and that the seller or contractor shall hold the buyer, consignee or owner harmless from liability resulting from any claim for accident to or death of any such persons including liability for compensation under any workman's compensation act applicable, either state or federal, whether any such claim arise or be caused by negligence or otherwise of the seller, contractor, its agents or employees or any sub-contractor person or corporation
12. The seller warrants by accepting this purchase order that the goods and/or services covered therein have been produced and/or rendered in compliance with the requirements of the Fair Labor Standards Act of 1938 (Federal Wage and Hour Law) as amended including the requirements as to records and that the seller is an Equal Opportunity Employer
13. Logghe Stamping Company and/or its customers or their representatives shall be afforded the right to inspect/review/verify material and/or services supplied at the subcontractor's premises.
14. All purchased materials and/or services supplied must satisfy current governmental and safety constraints on restricted toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale
15. All applicable Material Safety Data Sheets (MSDS) must be supplied to Logghe Stamping Company
16. Logghe Stamping Company required 100% on time delivery for all materials and/or services supplied
17. Subcontractors supplying calibration material and/or services must be certified to a current international standard and supply certification of such.
18. Subcontractors supplying materials and/or services that require personnel at Logghe Stamping Company must ensure said personnel have been trained on Logghe Stamping Company's Environmental Policy and Specific Subcontractor/Vendor Requirements

## Revision Table

	Initial Issuance of Conditions of Purchase
1 - 09/04/2007	Add #17 & #18