



Cooper Tire & Rubber Company
Purchase Order Terms and Conditions
Effective 02/01/2017

1. COMPLIANCE WITH LAWS:

Compliance with Laws and Corporate Social Responsibility. Cooper maintains high standards of legal and ethical compliance and expects the same from all business partners. Therefore, Seller and any persons associated with it in performing Services or supplying Deliverables hereunder, and any Deliverables supplied by Seller shall comply with all applicable laws, codes, rules, regulations, orders or ordinances including, but not limited to, the Occupational Safety and Health Act of 1970, and all amendments and regulations, including Hazard Communication (29 C.F.R. 1910.1200) and sections 6, 7 and 12 of the Fair Labor Standards Act; regulations and orders of the United States Department of Labor issued under section 14; all Department of Labor and EEOC rules, regulations and guidelines and orders including Executive Order 11246; the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any anti-corruption or bribery laws or regulations, including those implementing the OECD Recommendations for Combating Bribery of Foreign Public Officials. Supplier further agrees that in supplying the Services and/or Deliverables to Cooper in accordance with this order, that Supplier will promise not to pay or pay a bribe to, or seek to improperly influence, any person (whether such person is a private individual, company, governmental official or candidate for a political office) or except to the extent that it is customary and proportionate, furnish hospitality, gifts or entertainment to any such person in connection with such supply.

Further, in an effort to assist Cooper in meeting its corporate social responsibility obligations, Supplier agrees to either adopt Cooper's Supplier Code of Conduct, including the human rights, ethics, safety, sustainability, and diversity provisions contained therein, or to provide evidence of its own similar policies and programs and to cascade these obligations, values and expectations throughout Supplier's own operations and supply chain

2. ACCEPTANCE:

Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of these terms and conditions. Any terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Purchaser and are expressly rejected by Purchaser and are not part of this order.

3. CONTAINERS:

All containers, drums, pallets, etc., to be returned, must be shipped on a no-charge or consignment basis. Purchaser will pay for only such containers as are not returned within a reasonable time. No charges will be allowed for boxing, containers or cartage unless agreed upon in writing.

4. INVOICES:

Unless otherwise specified elsewhere in this order, invoices must show price and extensions, if any, and must be sent not later than the day following shipment to Purchaser at the following address.

Cooper Tire & Rubber Company
Attn: Accounts Payable
701 Lima Avenue
Findlay, OH 45840

5. SHIPPING INSTRUCTIONS:

Original bills of lading must be sent no later than the day following shipment marked to the attention of Purchaser's Traffic Department. Purchaser's purchase order number must be identified on each bill of lading. Purchaser shall have the right, at any time, to specify the carrier or method of transportation and agrees to compensate Seller for the excess cost of any such specified transportation over the transportation cost for shipment in the manner specified in this order. All goods shipped to Purchaser shall be shipped collect via one of Purchaser's preferred carriers unless otherwise stated on the order.

6. PRICES:

If the price is not stipulated, this order is not to be filled at prices higher than previously quoted or charged, without written authorization from Purchaser. Seller agrees that prices to be charged for the goods on this order are no higher than the prices charged other customers of Seller for goods of like or substantially like grade and quality. Seller warrants that said prices are not in excess of the maximum established by any applicable regulation or order issued by any governmental agency.

7. SPECIFICATIONS:

Approval of samples by Purchaser will not relieve Seller of responsibility if goods furnished are not exactly to blueprint and/or specifications furnished by Purchaser.

8. TIME OF DELIVERY:

Deliveries are to be made both in quantities and at times specified in releases issued by Purchaser. Purchaser shall not be liable for any goods provided by the Seller in excess of Purchaser's written release and Purchaser may return the excess goods at Seller's expense. Purchaser may from time to time change delivery schedules or direct temporary suspension of scheduled shipments. Whenever requested to do so, by written instructions or blueprint notation, Seller will mark the goods covered by this order in the manner specified by the Purchaser. If deliveries are behind schedule and Purchaser, in its sole opinion, is compelled to use goods not according to Purchaser's specification, or at a higher cost, Seller agrees to pay whatever additional cost, expense, loss or damage Purchaser sustains unless the delay is due to unforeseeable causes beyond the control and without the fault or negligence of Seller.

9. INSPECTION:

Material found defective on inspection may be returned by Purchaser for credit, all transportation charges to be borne by Seller.

10. CANCELLATIONS:

Purchaser may cancel this order if not filled within time specified herein, unless the delay is due to unforeseeable causes beyond the control and without the fault or negligence of Seller. Purchaser shall have the unrestricted right to cancel and terminate this order in the event of; (a) Seller's insolvency; (b) filing of a bankruptcy petition by or against Seller. This order is subject to cancellation or modification by Purchaser in the event of fire, accidents, strikes, government acts, or other conditions beyond Purchaser's control.

11. PATENTS, TRADEMARKS AND COPYRIGHTS:

Except in the case of goods to be furnished hereunder which are not of Seller's, or Seller's Subcontractor's origin, design, trade name, brand name or composition but rather are to be produced, labeled or composed in accordance with designs, drawings, labeling, or composition criteria and/or other such specifications furnished to Seller by Purchaser, Seller warrants that the sale or use of the goods herein purchased will not infringe any patent, copyright, trademark, trade secret, trade name or brand name of any other party, and covenants that it will, at its own cost and expense, defend every suit which may be brought against Purchaser, or any party selling or using any Purchaser's products (provided the Seller is promptly notified of the institution of such suit) for any alleged infringement of any such patent, copyright, trademark, trade secret, trade name or brand name, arising out of the sale or use of said goods, and to pay all expenses and fees of counsel which shall be incurred in connection with the defense thereof, and all costs, damages, and profits recoverable in every such suit, whether litigated, compromised, settled, or otherwise resolved.

12. ASSIGNMENT:

This order is not to be assigned, nor performance hereunder delegated by Seller, without the prior written consent of Purchaser. Any such assignment or delegation without the prior written consent of Purchaser shall be void. The provisions of this paragraph are not intended to prohibit normal subcontracting.

13. PURCHASER'S EQUIPMENT:

Seller agrees to be responsible for any material, equipment, tools, patterns, etc., (1) furnished to or paid for by Purchaser, or (2) otherwise acquired if Purchaser has or may reasonably be expected to acquire an ownership interest therein, and to protect same against loss or damage, by insurance acceptable to Purchaser. If Purchaser furnishes patterns or other equipment for use in executing this order, it is the responsibility of Seller to carefully check same before using. All tools, dies, molds, printing plates, etc., purchased or produced by Seller in connection with this order become Purchaser's property upon the completion of the work required by this order, and while in Seller's possession shall be used exclusively on Purchaser's production. They shall be clearly identified as Purchaser's property, subject to removal at any time, and kept properly insured (to Purchaser's satisfaction) at Seller's expense.

14. ADVERTISING:

Seller shall not advertise or publish in any manner the fact that Seller has contracted to furnish Purchaser the goods herein ordered, without the prior written consent of Purchaser. In the event Seller fails to observe this provision, Purchaser shall have the right to terminate this order without any obligations to accept deliveries after the date of termination or to make further payments except for completed goods ordered hereunder and delivered prior to the date of termination.

15. WARRANTY:

Sellers warrants the merchantability of all goods to be furnished hereunder and further warrants that the goods to be furnished hereunder will be free from defects of material or workmanship, will conform to the specifications and drawings, if any, furnished to Seller by Purchaser, and further that said goods will be suitable for the purpose(s) intended, provided Purchaser informs Seller of the purpose(s) intended and Seller fails to notify Purchaser promptly of nonsuitability of said goods for said purpose(s).

16. INDEMNITY/ INSURANCE:

Seller agrees to indemnify and protect Purchaser against all liabilities, claims or demands for injuries or damages to any person or property arising out of the performance of this order, by Seller, its servants, employees, agents or representatives. Seller shall provide and keep in force continually throughout the terms of this order, insurance required under the worker's compensation laws of the state or states in which the services shall be performed. If this order requires Seller to be on Purchaser's premises to perform services, Seller agrees to furnish an insurance carrier's certificate showing that Seller has a minimum of \$1,500,000 general liability insurance, automobile insurance of \$1,000,000 combined single limit and \$1,000,000 professional liability insurance where applicable. Contractual liability is included and Purchaser shall be named as an additional insured on all policies required by this order, but limited to the operations of the named insured. The purchase of such insurance or furnishings of the certificate of insurance shall not be in satisfaction of Seller's liability or modify Seller's indemnification of Purchaser.

17. GOVERNING LAW:

This order shall be governed by the laws of the State of Ohio, U.S.A., without regard to its conflict of law provisions. Any claim or cause of action brought by Seller against Purchaser relating to or arising out of this order or the goods or services provided hereunder shall be brought only in the federal or state courts located in the State of Ohio.

18. ENTIRE AGREEMENT:

This order, together with the attachments, specifically referenced in this order, constitutes the entire agreement between Seller and Purchaser with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may be modified only by a purchase order amendment issued by Purchaser.