

Supplemental Terms & Conditions for Representation Service Providers

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In addition to Buyer's Purchase Order Terms and Conditions, this Supplemental Terms and Conditions for Representation Service Providers ("Supplement") explains Buyer's expectations of Sellers providing on-site quality representation services. Should this Supplement conflict with any of the terms set forth in the Purchase Order Terms and Conditions, the Purchase Order Terms & Conditions shall control.

1. ACCEPTANCE BY SELLER.

1.1. This Supplement shall be deemed accepted by Seller's commencement of work or performance of Services.

2. WORK ASSIGNMENTS.

2.1. Specific details of each work assignment (for example: service location, number of hours per week, parts, etc.) will be defined via the Buyer's software platform: Qnet™

2.2. Seller will receive automated email notices from Qnet™ regarding changes in assignments (including, without limitation, new assignments, changes to existing assignments, or termination of assignments).

2.3. Seller assumes responsibility for keeping their email address on file current and for reviewing email notifications timely.

2.4. If Seller wishes to decline an assignment issued in Qnet™, Seller must do so in writing within 24 hours of the Qnet™ assignment notification.

3. SCOPE OF WORK.

3.1. In addition to any other duties or expectations communicated by Buyer, Seller will:

3.1.1. Proactively monitor the quality of the Buyer's Customer's parts at the assigned service location.

3.1.2. Respond to quality issues – and potential quality issues – at the service location, including investigation, analysis, verification, and documentation of the quality issue.

3.1.3. Setup, monitor, and report on inspection/containment activity for Buyer's Customer at the service location.

3.1.4. Communicate quality issues, actions taken, service location concerns, and other daily activities to

Buyer's Customer, and document them in Qnet™.

3.1.5. Arrange for parts to be returned to Buyer's Customer.

3.1.6. Assist with negotiation of rejected material disposition, status, and/or avoidance on behalf of Buyer's Customer.

3.1.7. Assist with quality support for pre-launch and launch activities, including the monitoring of pre-production activities and validation builds.

3.1.8. Enter and report all data and activity in Qnet™.

3.1.9. Maintain contact information and production schedules (e.g., Shutdowns and Weekend Production) in Qnet™.

3.2. Seller shall be responsible for any damage or harm to Buyer's or Buyer's Customer's parts or property during the performance of the Services.

4. CONTRACTED UNITS.

4.1. "Contracted Units" (which may also be referred to as Contracted Hours) are the primary unit of time used to determine the amount a Seller is to be paid for an assignment each week.

4.2. Contracted Units cover Monday through Friday.

4.3. Work above and beyond the assigned Contracted Units is considered Additional Hours (reference Additional Hours section)

5. ADDITIONAL HOURS.

5.1. "Additional Hours" are time spent by Seller working on an assignment above and beyond the Contracted Units each week.

5.2. Additional Hours must be approved beforehand in writing by Buyer or Buyer's Customer.

5.3. Additional Hours, and the accompanying written approval, must be entered into Qnet™ no later than the end of the workday in which the Additional Hours were worked. Seller acknowledges that failure to enter Additional Hours, or the accompanying approval, into Qnet™ in a timely manner may result in forfeited payment for those Additional Hours.

6. WEEKEND PRODUCTION.

6.1. "Weekend Production" an extension of Contracted Units that applies when a service location runs production on Saturday or Sunday. During Weekend Production, Seller is expected to provide Services to Buyer's Customer as they would during the normal workweek.

6.2. For each day of Weekend Production, Seller is to be paid one-fifth (1/5) of the normal weekly Contracted Units, at the hourly rate specified on the Order ("Weekend Production Pay").

6.3. Weekend Production Pay is processed and paid based upon Qnet™. It is the Seller's responsibility to ensure any Weekend Production is scheduled and entered into Qnet™ in advance – failure to do so may result in billing errors, and/or forfeiture of the Weekend Production pay.

7. PLANT SHUTDOWNS.

7.1. A "Plant Shutdown" is one or more days where the Seller's assigned service location is closed or runs

reduced production. Plant Shutdowns are listed in Qnet™.

7.2. Unless otherwise agreed to in writing by Buyer in advance, Buyer and Seller mutually agree that no Services are to be performed during Plant Shutdowns, and therefore Seller will not be paid for assignments during shutdown periods.

7.3. In situations of partial shutdowns, Buyer shall determine if Services are to be provided.

7.4. If a Seller is paid for a Plant Shutdown due to Seller's failure to enter a Plant Shutdown in Qnet™ within the applicable week, Seller agrees that the amount incorrectly paid to Seller will be repaid to Buyer within ten (10) business days.

8. INVOICING & PAYMENT.

8.1. Seller's invoice to Buyer will be generated by Qnet™ and calculated based upon:

8.1.1. Seller's assignments in Qnet™

8.1.2. Time/activity inputted into Qnet™ by Seller, and

8.1.3. The Standard Hourly Bill Rate specified on the applicable Order

8.2. Seller's invoice will be generated monthly, by the fifteenth (15th) calendar day of the following month (for example: invoices for Services rendered in March will be generated no later than April 15).

8.3. Seller acknowledges that Buyer is not liable to pay Seller for any hours worked that (a) are outside the assignments listed in Qnet, or (b) do not have appropriate customer authorization (e.g., Additional hours)

8.4. Payment to Seller will be due based upon the date of the invoice, and in accordance with the Payment Terms set forth on the Order.

9. PROMOTION.

9.1. Seller acknowledges that Buyer may act as a broker to promote Seller to Buyer's Customers as a part of Buyer's network of suppliers.

9.2. Seller grants Buyer the right to use Seller's name, likeness, logo, contact information, rates, and capabilities to provide Seller business opportunities.

9.3. Seller agrees that the rates, prices, and quotes provided to Buyer will be equal to or better than those made available through Seller's own or any third-party distribution channels. Providing Buyer with competitive rates, rules, restrictions, policies and conditions is part of a fair and balanced commercial bargain between Seller and Buyer, which delivers incremental business and revenue stream to Seller on attractive terms (including importantly at no upfront costs), and which allows Buyer to provide a comprehensive search, buying, and reporting service to customers, while protecting Buyer from free-riding on its considerable investments in attracting customers.

9.4. BUYER MAKES NO WARRANTY OR GUARANTEE OF ITS BROKERAGE SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER'S PROMOTION OF OTHER CONTRACTORS, SERVICE PROVIDERS, OR ITS BROKERAGE SERVICE SHALL NOT BE DEEMED AS ANY PROMISE OR GUARANTEE OF PERFORMANCE UNDER THIS ORDER.

10. MODIFICATION.

10.1. Buyer may modify this Supplement at any time by posting a revised version on the Buyer's Website; or by otherwise notifying Seller in accordance with the Purchase Order Terms and Conditions. The modified terms will become effective upon posting or, if Seller is notified by email, as stated in the email message. By continuing to provide Products and/or Services after the effective date of any modifications to these Terms, Seller agrees to be bound by the modified terms. Seller acknowledges its responsibility to check the Buyer's Website regularly for modifications to these Terms.