	CATEGORY	DOCUMENT TYPE	DOCUMENT NUMBER	REVISION	PAGE
	PR	Form	23	G	1
STATE	TITLE				
Released	<h1>New Supplier Packet, Michigan</h1>				

Welcome to the JR Automation Supply Chain!

JR Automation  
4190 Sunnyside Dr  
Holland, MI 49424  
[jrautomation.com](http://jrautomation.com)

In this packet you will find documents required to become an approved supplier to JR Automation. Be sure to follow these directions closely to expedite the supplier onboarding process. Submit the documents required to your JR Automation Supply Chain representative.

Document Name	Action
Supplier Information Form	S
Supplier Code of Ethics	S
UFLPA Letter of Attestation	S
Application for Credit	R
Plant Locations	R
Non-Disclosure Agreement	S
Sales Tax Exemption Certificate	R
JR Automation Terms of Purchase	R

\*S = Submit, R = Reference

Items to be returned by supplier, but not included in this packet:

Document Name	Action
W-9	S
Certificate of Insurance (if on-site at JR or customer facility)	S
Certifications (ISO, etc.)	S

\*S = Submit, R = Reference

JR Automation sets up all suppliers with Net 90 payment terms.

Additional reference documents are located here for your review:

[Supplier Standards Manual](#)  
[Procurement Guidelines](#)

Regards,

JR Automation Supply Chain Team

## Revision History

DATE	AUTHOR	APPROVER	DESCRIPTION OF CHANGE	VERSION
03/17/2022	S. Somers	D. Borski	Updated JR terms of purchase and tax exemption.	C
7/21/2022	D. Jeffery	D. Borski	Updated NDA to LG-F-02.	D
10/3/2022	B. Bryer	J. Griffen	Updated plant locations & corrections to supplier information form.	E
12/21/2022	D. Jeffery	J. Griffen	Updated NDA and procurement guidelines link.	F
5/19/2023	L. Phaneuf	J. Griffen	Updated plant locations and added UFLPA Letter of Attestation.	G

Current version is posted on the document library, prior versions can be accessed by emailing [Documentcontrol@jrautomation.com](mailto:Documentcontrol@jrautomation.com).



## SUPPLIER INFORMATION FORM

\*Sections A and B required

A. GENERAL INFORMATION			
Company's Legal Name _____			Issue payment to this name
DBA Name _____			Issue payment to this name
Phone _____	Fax _____		
Email _____	Website _____		
Corporate Address _____			
City _____	State _____	Zip _____	
Remit Address _____			
City _____	State _____	Zip _____	
Ship FROM Address _____			
City _____	State _____	Zip _____	
DUNS Number _____	Tax ID Number _____		(Please provide W-9)
Has your company completed the Altman Z-Score financial assessment? _____		(If yes, please include copy of assessment)	

B. KEY CONTACTS			
	Sales		AR
Send Purchase Order	Name _____	Send Purchase Order	Name _____
	Title _____		Title _____
	Phone _____		Phone _____
	Email _____		Email _____
Send Purchase Order	Quality	Send Purchase Order	Product Engineer
	Name _____		Name _____
	Title _____		Title _____
	Phone _____		Phone _____
Send Purchase Order	Shipping	Send Purchase Order	General Manager
	Name _____		Name _____
	Title _____		Title _____
	Phone _____		Phone _____
	Email _____		Email _____

C. OWNERSHIP INFORMATION	
Parent Company Name _____	Date Company Was Established _____
Ownership _____	
Is this company part of a group? _____	Provide a list including the countries where the groups are located. _____
<i>Companies within the US or Puerto Rico, check all categories that are applicable. Provide a copy of the required certificates as identified.</i>	
<input type="checkbox"/> None are applicable	
<input type="checkbox"/> <b>Minority Business Enterprise (MBE)</b> - at least 51 percent minority owned, operated and controlled by one or more U.S. citizens from one of the ethnic minority groups listed below. Accepted certifications include <b>affiliates of the National Minority Supplier Development Council</b> and <b>equivalent 3rd party certifying organizations (city/state)</b> If selecting MBE, please identify which category applies: African Alaskan Asian Asian Native Hispanic Other American Native Indian Pacific American American (Specify)	
<input type="checkbox"/> <b>Veteran Owned Business Enterprise (VBE)</b> - at least 51% owned by one or more veterans with management and daily business operations controlled by one or more veterans. Self Certification.	
<input type="checkbox"/> <b>Woman Business Enterprise (WBE)</b> - at least 51% owned, controlled operated and actively managed by one or more women with U.S. citizenship. Accepted certifications include <b>Women's Business Enterprise National Council (WBENC)</b> , or <b>equivalent 3rd party certifying organization (city/state)</b> .	
<input type="checkbox"/> <b>Small Business as defined by the SBA</b> - a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Self Certification. <b>Woman Owned Small Business (WOSB)</b> as defined by the SBA - at least 51% owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women. Self Certification. <b>Small Disadvantaged Business (SDB)</b> as defined by the SBA - A small business that must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. SBA 8 (a) Certification or Self Certification. <b>Veteran Owned Small Business (VOSB)</b> as defined by the SBA - at least 51% owned by one or more veterans with management and daily business operations controlled by one or more veterans. Self Certification/VA Registration. <b>Service Disabled Veteran Owned Small Business (SD-VOSB)</b> as defined by the SBA - one or more veterans with service-connected disability own at least 51% and control management and daily business operations. Self Certification/VA Registration. <b>Historically Underutilized Business Zone Business (HUB Zone)</b> as defined by the SBA - a small business, its principal office must be located within a Historically Underutilized business Zone and at least 35% of its employees must reside in a HUBZone. <b>SBA HUBZone Certification.</b>	

**D. LOGISTICS INFORMATION**

Delivery service available? \_\_\_\_\_  
 Delivery days/times: \_\_\_\_\_  
 Delivery Charge: \_\_\_\_\_

**E. QUALITY ASSURANCE**

Does your company operate under a certified Quality System? \_\_\_\_\_  
 Is your company IATF16949:2016 certified? \_\_\_\_\_ (If yes, please provide copies of all certifications)  
 Is your company registered with the DDTC? \_\_\_\_\_

**F. INSURANCE COVERAGE**

Carrier Name \_\_\_\_\_ (Please provide copy of certificate of liability insurance)

**G. BANK INFORMATION (NON-US SUPPLIERS ONLY)**

Bank Name \_\_\_\_\_ Account Number \_\_\_\_\_  
 Bank Address \_\_\_\_\_ ACH ABA \_\_\_\_\_  
 \_\_\_\_\_ Wire ABA \_\_\_\_\_  
 Beneficiary Name \_\_\_\_\_ Swift Code \_\_\_\_\_

**H. SALES**

Product or Product Type \_\_\_\_\_ % of Sales \_\_\_\_\_

**Largest Customers With Sales Data**

Country \_\_\_\_\_ Customer Name \_\_\_\_\_ Annual Sales \_\_\_\_\_ % of Sales \_\_\_\_\_

**Annual Sales (USD)**

Past Year \_\_\_\_\_ Current Year \_\_\_\_\_ Next Year (Planned) \_\_\_\_\_ Comments \_\_\_\_\_  
 Local Market \_\_\_\_\_  
 Export \_\_\_\_\_  
 Total Annual Sales \_\_\_\_\_

**I. PRODUCTION ORGANIZATION**

Does your company have any planned shutdown periods? \_\_\_\_\_ Dates: \_\_\_\_\_  
 Number of working shifts \_\_\_\_\_ Number of working days per week \_\_\_\_\_  
 Daily working hours per shift \_\_\_\_\_ Plant capacity utilization (percentage) \_\_\_\_\_  
 Average inventory level (days or turns) \_\_\_\_\_  
 Do you have a linkable EDI system? \_\_\_\_\_ If yes, what formats? \_\_\_\_\_

**Staff/Facility Size**

Manufacturing personnel \_\_\_\_\_ Plant size (sq ft) \_\_\_\_\_  
 Sales and administration personnel \_\_\_\_\_  
 Research and development personnel \_\_\_\_\_ Total # of employees \_\_\_\_\_  
 Quality personnel \_\_\_\_\_ Employee turnover rate \_\_\_\_\_  
 Other personnel \_\_\_\_\_

**J. Raw Material - Check boxes that apply for material distribution or used in F&M processes**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> ABRASION RESISTANT             | <input type="checkbox"/> IRON                  | <input type="checkbox"/> PIPE, STAINLESS            |
| <input type="checkbox"/> ALLOY                          | <input type="checkbox"/> KOVAR                 | <input type="checkbox"/> PLASTICS                   |
| <input type="checkbox"/> ALUMINUM                       | <input type="checkbox"/> LEAD                  | <input type="checkbox"/> POWDERED METAL             |
| <input type="checkbox"/> BRASS                          | <input type="checkbox"/> MACOR                 | <input type="checkbox"/> PRESSURE VESSEL (PVQ)      |
| <input type="checkbox"/> BRONZE                         | <input type="checkbox"/> MAGNESIUM             | <input type="checkbox"/> SHAFTING                   |
| <input type="checkbox"/> CARBON STEEL                   | <input type="checkbox"/> MAGNET IRON           | <input type="checkbox"/> STAINLESS STEEL            |
| <input type="checkbox"/> COBALT                         | <input type="checkbox"/> MANGANESE BRONZE      | <input type="checkbox"/> STELLITE                   |
| <input type="checkbox"/> COPPER                         | <input type="checkbox"/> MARINE / SHIPBUILDING | <input type="checkbox"/> TITANIUM                   |
| <input type="checkbox"/> CORROSION RESISTANT            | <input type="checkbox"/> MOLYBDENUM            | <input type="checkbox"/> TOOL AND MOLD STEEL        |
| <input type="checkbox"/> EXPANDED METAL                 | <input type="checkbox"/> MONEL                 | <input type="checkbox"/> TUBE, ALUMINUM             |
| <input type="checkbox"/> HASTELLOY                      | <input type="checkbox"/> NICHROME              | <input type="checkbox"/> TUBE, CARBON               |
| <input type="checkbox"/> HIGH STRENGTH LOW ALLOY (HSLA) | <input type="checkbox"/> NICKEL                | <input type="checkbox"/> TUBE, STAINLESS            |
| <input type="checkbox"/> INCOLOY                        | <input type="checkbox"/> NITRONIC              | <input type="checkbox"/> TUBE, STRUCTURAL CARBON    |
| <input type="checkbox"/> INCONEL                        | <input type="checkbox"/> PIPE, ALUMINUM        | <input type="checkbox"/> TUBE, STRUCTURAL STAINLESS |
| <input type="checkbox"/> INVAR                          | <input type="checkbox"/> PIPE, CARBON          |   |

**K. Manufacturing Capabilities and/or Services Provided - Check boxes for all that apply**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 5 AXIS CNC                | <input type="checkbox"/> FLOOR MILL                   | <input type="checkbox"/> PAINTING, WET COAT            |
| <input type="checkbox"/> A2LA                      | <input type="checkbox"/> FLOW RESTRICTOR              | <input type="checkbox"/> PHOSPHATE COATINGS            |
| <input type="checkbox"/> ANNEALING                 | <input type="checkbox"/> FORGING                      | <input type="checkbox"/> PLASMA CUTTING                |
| <input type="checkbox"/> ANODIZE, BLACK            | <input type="checkbox"/> GEAR CUTTING                 | <input type="checkbox"/> PLASTIC FORMING               |
| <input type="checkbox"/> ANODIZE, CLEAR            | <input type="checkbox"/> GRINDING, BLANCHARD          | <input type="checkbox"/> PLATE SAW                     |
| <input type="checkbox"/> ANODIZE, HARD             | <input type="checkbox"/> GRINDING, CENTERLESS         | <input type="checkbox"/> POLISHING                     |
| <input type="checkbox"/> ANODIZE, TITANIUM         | <input type="checkbox"/> GRINDING, ROTARY             | <input type="checkbox"/> PRECISION SHEET METAL         |
| <input type="checkbox"/> BENDING                   | <input type="checkbox"/> GRINDING, SURFACE            | <input type="checkbox"/> PRESS BRAKE / FORMING         |
| <input type="checkbox"/> BEVELING                  | <input type="checkbox"/> GUN DRILL                    | <input type="checkbox"/> PRODUCTION                    |
| <input type="checkbox"/> BLACK OXIDE               | <input type="checkbox"/> HEAT TREAT                   | <input type="checkbox"/> RUBBER FORMING / MACHINING    |
| <input type="checkbox"/> BORING MILL               | <input type="checkbox"/> HEAVY FABRICATING            | <input type="checkbox"/> SAW CUT                       |
| <input type="checkbox"/> CALIBRATION               | <input type="checkbox"/> HEAVY TUBE ROLLING           | <input type="checkbox"/> SCREW MACHINE                 |
| <input type="checkbox"/> CASTING                   | <input type="checkbox"/> HI-DEFINITION PLASMA         | <input type="checkbox"/> SHOT BLAST                    |
| <input type="checkbox"/> CHROME PLATING            | <input type="checkbox"/> HONE                         | <input type="checkbox"/> STAMPING & MACHINES           |
| <input type="checkbox"/> DIE CUTS                  | <input type="checkbox"/> ID / OD GRINDER              | <input type="checkbox"/> STRAIGHTENING                 |
| <input type="checkbox"/> DIES                      | <input type="checkbox"/> INDUSTRIAL ALIGNMENT         | <input type="checkbox"/> STRESS RELIEVE, THERMAL       |
| <input type="checkbox"/> DRILLING                  | <input type="checkbox"/> INSPECTION / CERTIFICATION   | <input type="checkbox"/> TESTING, NON DESTRUCTIVE EVAL |
| <input type="checkbox"/> DYNAMIC BALANCING         | <input type="checkbox"/> JIG GRINDING                 | <input type="checkbox"/> TIME SAVER                    |
| <input type="checkbox"/> EDM, RAM                  | <input type="checkbox"/> LAMINATING                   | <input type="checkbox"/> TUBE BENDING                  |
| <input type="checkbox"/> EDM, SMALL HOLE           | <input type="checkbox"/> LARGE HORIZONTAL GRINDER     | <input type="checkbox"/> TUBE LASER                    |
| <input type="checkbox"/> EDM, WIRE                 | <input type="checkbox"/> LARGE STRUCTURAL FABRICATION | <input type="checkbox"/> TURN/MILL                     |
| <input type="checkbox"/> ELECTROLESS NICKEL        | <input type="checkbox"/> LARGE WELDMENT               | <input type="checkbox"/> TURNING                       |
| <input type="checkbox"/> ELECTRON BEAM WELDING     | <input type="checkbox"/> LONG MANUAL / CNC TURNING    | <input type="checkbox"/> UT TESTING                    |
| <input type="checkbox"/> ELECTROPLATING            | <input type="checkbox"/> MACHINE BUILDING             | <input type="checkbox"/> VERTICAL TURNING LATHE        |
| <input type="checkbox"/> ELECTROPOLISHING          | <input type="checkbox"/> MACHINING                    | <input type="checkbox"/> VESSEL / TANK                 |
| <input type="checkbox"/> ENGINEERING               | <input type="checkbox"/> MICRO MACHINING              | <input type="checkbox"/> VISION                        |
| <input type="checkbox"/> ENGRAVING / LASER ETCHING | <input type="checkbox"/> MILLING                      | <input type="checkbox"/> WATERJET SERVICES             |
| <input type="checkbox"/> FABRICATION               | <input type="checkbox"/> NORMALIZE                    | <input type="checkbox"/> WELDING                       |
| <input type="checkbox"/> FLAME CUTTING             | <input type="checkbox"/> PAINTING, POWDER COAT        |  |

**L. INTERNAL JR AUTOMATION USE ONLY**

Payment Terms _____	Commodity _____
	Manufacturing Category _____
<b>Received Documents:</b>	<b>Additional Required Information:</b>
W-9 <input type="checkbox"/>	Tax Exempt <input type="checkbox"/>
Certificate of Liability Ins. <input type="checkbox"/>	Subcontract <input type="checkbox"/>
Confidentiality Agreement <input type="checkbox"/>	
Code of Ethics <input type="checkbox"/>	
PR-F-05 <input type="checkbox"/>	Includes project/dept. mgr approval <input type="checkbox"/> YES <input type="checkbox"/> NO
Screening email approval <input type="checkbox"/>	
<b>Approval Criteria:</b> Must meet criteria 1, 2, or 3 through 5	
<input type="checkbox"/> 1. ISO/TS certified. Copy of certificate must be provided.	
<input type="checkbox"/> 2. Customer Specified	
<input type="checkbox"/> 3. Quality, Quantity, and Delivery - ability to meet specified requirements and deliver product or service requested on time	
<input type="checkbox"/> 4. Service and Responsiveness to Corrective Action - ability to provide timely response to unexpected situations and respond to requests for corrective action	
<input type="checkbox"/> 5. Pricing - ability to offer pricing that is competitive when compared with other similar vendors	

 <b>JR AUTOMATION</b> <small>A Hitachi Group Company</small>	CATEGORY	DOCUMENT TYPE	DOCUMENT NUMBER	REVISION	PAGE
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1 Conflicts of Interest	1
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3 Compliance with Laws, Rules, and Regulations	2
Reporting of Violations and Other Illegal or Unethical Behavior	2
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# Principles

## 1 Conflicts of Interest

Suppliers should conduct business in a professional, honest, ethical, and transparent manner. Suppliers should not engage in any activity that gives rise to an actual or perceived conflict of interest.

### Entertainment, gifts, and payments

Providing or receiving gifts of money, goods, or services solely for personal use, personal discounts, loans, gifts of non-business-related travel or accommodations, personal favors or any other benefit which might influence or raise doubts as to the impartiality of the recipient and damage the reputation of JR Automation for fair dealing are prohibited.


Certain business courtesies such as payment of a reasonable amount for a lunch or dinner associated with a business meeting normally would not be a gift within the context of this policy. Advertising novelties would not be inappropriate to give or receive, provided the item is of insignificant value and is widely distributed to others under essentially the same business relationship with the donor.

### Arm’s length dealings

Suppliers may only enter negotiations with JR Automation employees who are independent of, and can be reasonably stated as being ‘at arm’s length’ to, the Supplier.

### Illegal payments

Offering or accepting bribes, kickbacks, or improper payments of any kind is strictly prohibited, without exception, in all circumstances.

 <b>JR AUTOMATION</b> <small>A Hitachi Group Company</small>	CATEGORY	DOCUMENT TYPE	DOCUMENT NUMBER	REVISION	PAGE
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## 2 Confidentiality of Information

Suppliers are responsible for complying with their obligations to protect Confidential Information of JR Automation or of any customer, supplier, or business partner of JR Automation and ensuring that such Information is only used for the purpose for which it was provided.

Each Supplier shall adhere to and comply with the non-disclosure agreement it enters with JR Automation. In the absence of a non-disclosure agreement, each Supplier must treat all information of, or supplied by JR Automation, its customers, other suppliers and/or other business partners which is confidential, proprietary and/or not otherwise publicly available as Confidential Information including trade secrets, know-how, designs, inventions, techniques, processes, prototypes, undisclosed patents pending, finances, personnel records, business plans and proposals, capacity and production information, marketing or sales forecasts and strategies, client and customer lists, pricing lists or strategies, construction plans, supplier data, business leads, and all information relating to JR Automations' customer projects.

## 3 Compliance with Laws, Rules, and Regulations

Each Supplier shall comply with all laws and regulations that apply to it wherever it conducts business and shall not, at any time, take any action which it or its employees knows, or reasonably should know, may be in violation of any applicable law or regulation, including but not limited to the following:

### Health and safety

Suppliers are required to follow safe work practices and comply with all applicable health and safety guidelines relating to their work, including governmental requirements, operations- and facility-specific safety requirements, and contractual requirements. Suppliers are fully responsible for the health, safety, and continuous training of their employees. Suppliers shall minimize risks and implement best practice preventive measures against accidents and occupational illness, including an occupational health and safety management system.

### Environmental responsibility

Vendors are expected to conduct their business in an environmentally responsible manner and not to engage in any activity that violates environmental laws or regulations wherever they conduct business.

### Employment practices

Suppliers must adhere to local employment laws, including those related to maximum hours of daily labor, rates of pay, minimum age, privacy, and other fair working conditions. The use of child labor must be strictly prohibited. Suppliers must promote equal opportunities and the equal treatment of their employees, irrespective of skin color, race, nationality, social origin, any disability, sexual orientation, political or religious beliefs, sex, or age.

## Reporting of Violations and Other Illegal or Unethical Behavior

Any Supplier or Supplier's employee who becomes aware of any illegal or unethical behavior and/or any violation of this Supplier Code of Ethics has a responsibility to report his or her knowledge promptly to the JR Automation ethics

 <b>JR AUTOMATION</b> <small>A Hitachi Group Company</small>	CATEGORY	DOCUMENT TYPE	DOCUMENT NUMBER	REVISION	PAGE
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hotline, by writing [Ethics@jrautomation.com](mailto:Ethics@jrautomation.com). Except as required by law, persons reporting concerns may request that they remain anonymous. JR Automation makes every attempt to protect the confidentiality of information provided, unless maintaining confidentiality would create a significant health, safety, or legal risk.

## Supplier Acknowledgement and Certification

By signing below, the Supplier acknowledges and certifies that this Supplier Code of Ethics has been read and understood and shall be complied with by the Supplier.

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

Supplier: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



**Letter of Attestation  
Uyghur Forced Labor Prevention Act and Forced Labor Compliance**

JR Automation Technologies, LLC (“JR Automation”), including its subsidiaries and affiliates is an organization that views our supply chain as a world class operation that focuses on the environment and socially sustainable practices while delivering the highest value products and services. One aspect of operating in this manner is that we strive to comply with all laws and regulations. The purpose of this letter is to ensure our suppliers and subcontractors agree that the working conditions throughout our supply chain are safe, and that workers are treated with respect and dignity. JR Automation expects all suppliers and subcontractors to share these principles.

In December 2021, the United States passed the Uyghur Forced Labor Prevention Act (“UFLPA”). The UFLPA extends the prohibition on importation of goods produced using Forced Labor (as that term is defined in [19 U.S.C. § 1307](#)), to a prohibition on the importation into the United States of “any goods, wares, articles, and merchandise mined, produced, or manufactured wholly or in part” in the Xinjiang Uyghur Autonomous Region (the “XUAR”). The UFLPA became effective in June 2022. Both [U.S. Customs and Border Protection](#) as well the [Department of Homeland Security](#) provided further guidance and strategy documents on enforcement of the UFLPA at that time.

By signing this document, you are ensuring that as a company you are following the rules set out in the UFLPA to the best of your abilities and attest that:

- 1 You are working to trace the items (mining, production, or manufacturing) in your supply chain of goods sold to JR Automation to ensure they do not contain any materials from the XUAR or that they have been produced using wholly or in part forced labor.
- 2 The goods sold to JR Automation were not, in whole or in part, sourced from any entity (i) on the UFLPA Entity List (found on page 22 of the [DHS Strategy](#), as may be updated from time to time), (ii) subject to a Withhold Release Order, or (iii) otherwise known to have utilized Forced Labor.
- 3 If you later discover at any time that you have purchased items that were produced using forced labor you will immediately notify JR Automation.

If there are any questions, please reach out to [trade-compliance@jrautomation.com](mailto:trade-compliance@jrautomation.com). JR Automation appreciates your understanding and cooperation in our joint compliance on this important matter.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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





APPLICATION FOR CREDIT

J.R. AUTOMATION TECHNOLOGIES, LLC is a Limited Liability Corporation.

Bank:	Bank of America 100 W. 33 <sup>rd</sup> Street New York, NY 10001	Phone: 888.801.0091 <a href="http://www.bankvod.com">www.bankvod.com</a>
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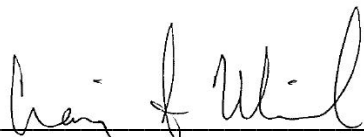
Trade References:	H.H. Barnum 7915 Lochlin Drive Brighton, MI 48116 Phone: 248.486.7300 Fax: 248.486.5800	Michigan Fluid Power 4404 Central Parkway Hudsonville, MI 49426 Phone: 616.538.5700 Phone: 616.538.9773
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Kendall Electric, Inc 832 Scribner NW Grand Rapids, MI 49504 Phone: 616.459.8327 Fax: 616.459.8321	West Michigan Rubber 767 W Hackley Ave Muskegon Hts., MI 49444 Phone: 231.759.8502 Fax: 231.755.1367
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We hereby certify that all goods purchased from your company are sales tax exempt to be resold under current sales, or to be used in industrial processing.

Tax License Number: 06-1735358, State of Michigan

This notice shall be considered a part of each order which we shall give, unless such order shall specify otherwise, and shall be good until revoked in writing.

  
 \_\_\_\_\_  
 Craig Ulrich, CEO  
 JR Automation Technologies, LLC

3/15/2021  
 \_\_\_\_\_  
 Date

## Plant Locations

### NORTH AMERICA

JR Automation Technologies LLC  
13365 Tyler St  
Holland, MI 49424

JR Automation Quality Drive  
13521 Quality Drive  
Holland, MI 49424

JR Automation New Holland  
12688 New Holland St  
Holland, MI 49424

JR Automation Waverly  
701 S Waverly Rd, Suite 500  
Holland, MI 49423

JR Shared Services  
4412 136<sup>th</sup> Ave  
Holland, MI 49424

JR Automation Aniline  
100 Aniline Ave  
Holland, MI 49424

JR Automation Sunnyside  
4190 Sunnyside Drive  
Holland, MI 49424

JR Automation Stevensville  
7275 Red Arrow Highway  
Stevensville, MI 49127

JR Automation South Carolina  
105 Financial Boulevard  
Liberty, SC 29657

JR Automation Nashville  
1520 Elm Hill Pike  
Nashville, TN 37210

JR Automation 64<sup>th</sup> Street  
40 East 64<sup>th</sup> Street  
Holland, MI 49423

JR Automation  
500 Hartness Dr. Suite B  
Greenville, SC 29615

JR Automation Nashville  
501 Airpark Commerce Drive  
Nashville, TN 37217

### EUROPE

FSA Technologies (Besançon)  
10 Rue la Fayette  
25000 Besançon, France

FSA Technologies (Valence)  
6 Rue Paul Henri Charles Spaak  
26000 Valence, France

### ASIA

PSB Technologies  
2306 Bedok Reservoir Rd  
Singapore 479224

PSB Technologies  
Block 22 #05-07 Pioneer Crescent  
West Park BizCentral  
Singapore 628556

### ESYS

Esys Automation (Headquarters)  
1000 Brown Road  
Auburn Hills, MI 48326  
DUNS#053488529

Esys Automation  
1427 Brown Road  
Lake Orion, MI 48359

### SETPOINT

Setpoint Systems  
859 W 1050 S  
Ogden, UT 84404

Setpoint Systems  
1483 W 2550 S  
Ogden, UT 84401

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”), made effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is by and between JR Automation Technologies, LLC, a Michigan limited liability company located at 13365 Tyler Street, Holland, Michigan 49424, including its wholly owned Subsidiaries (“**JR Automation**”), and \_\_\_\_\_ organized under the laws of the state of \_\_\_\_\_, with business offices at \_\_\_\_\_ (“**Company**”). Each of JR Automation and Company may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### 1 **Definitions.** In addition to defined terms set out elsewhere in this Agreement:

(a) “**Confidential Information**” means all trade secrets and non-public technical and non-technical information, written or oral and whether or not it is marked as such, that a Party provides or otherwise makes available directly or indirectly (as “**Discloser**”) to the other Party (as “**Recipient**”), including without limitation, technical, engineering, marketing or financial information related to the business, operations, products and/or services of Discloser its Subsidiaries, Affiliates, and their respective partners, customers and suppliers including, without limitation, product designs or roadmaps, inventions, research, patents, applications, technology, know-how, software, including without limitation, its code, computer programs and the respective documentation, pricing, projections, forecasts, customer lists, security and compliance documentation and all information that would, under the circumstances and given the nature of the information, appear to a reasonable person to be confidential or proprietary, but excluding any information covered by Section 3 of this Agreement.

(b) “**Affiliate**” means any business entity controlled by, controlling, or under common control with, a Party, where “control” means owning or controlling the majority (more than 50%) of the voting rights, either directly or indirectly, or, if no voting stock exists, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity.

(c) “**Subsidiary**” means any business entity wholly owned by a Party.

### 2 **Disclosure and Use of Confidential Information.**

(a) Recipient will: (i) hold the Confidential Information in strict confidence and not disclose any of it to a third party, except as expressly permitted to do so under this Agreement or by Discloser’s written approval; and (ii) use the Confidential Information in accordance with this Agreement solely for the Purpose of evaluating or pursuing a business relationship with Discloser (the “**Purpose**”).

(b) Recipient will only disclose or otherwise provide access to the Confidential Information to those Recipient Representatives (as defined below) who have a genuine need to know the Confidential Information in furtherance of the Purpose, provided that any such Recipient Representatives have signed a confidentiality agreement with, or otherwise bound by confidentiality obligations to, Recipient on terms that are at least as restrictive as those contained in this Agreement. Recipient will be responsible for any breach of this Agreement caused by its Recipient Representatives. “**Recipient Representatives**” means officers, directors, professionals, employees, contractors, agents and consultants of Recipient and its Affiliates.

(c) Recipient must not copy any Confidential Information in any form except as required in furtherance of the Purpose. If Recipient makes a copy of such Confidential Information it will be the property of the Discloser. Recipient must not remove or delete any of the confidential or proprietary notices or legends that appear on the original(s) without the prior written consent of Discloser. The Recipient must not transmit any of the Confidential Information over the Internet using an insecure connection.

### **3 Exclusions.**

The definition of “Confidential Information” does not include, and the obligations under Section 2 will not apply to, any information that can be shown by Recipient to: (i) be in the public domain at the time of communication by Discloser to Recipient (“**Disclosure**”); (ii) have entered the public domain after the time of Disclosure through no fault of Recipient; (iii) be in Recipient’s possession free of any confidentiality obligations at the time of Disclosure; (iv) have been rightfully communicated to the Recipient free of any confidentiality obligations after the time of Disclosure; (v) have been developed by Recipient or its Affiliate independently of, and without reference to, such Confidential Information; or (vi) communicated by the Discloser to an unaffiliated third party free of any confidentiality obligations. Notwithstanding the foregoing, Recipient will not be in breach of Section 2 for a disclosure of Confidential Information that is required by applicable law, rule or regulation or is in response to a valid order by a court or other governmental body, provided Recipient gives the Discloser prior written notice of the Disclosure, unless Recipient is otherwise prohibited from giving such notice.

### **4 Term and Termination.**

(a) This Agreement may be terminated by either Party at any time by giving the other Party sixty (60) days prior written notice. Recipient’s obligations under this Agreement will be binding on the Recipient and continue in full force and effect for five (5) years from the date of the Recipient’s final involvement in the Project and/or the Recipient’s final contact with the Discloser, but those obligations will be perpetual for trade secrets.

(b) During the term of this Agreement or after its Termination, at Discloser’s written request, Recipient will promptly return to Discloser, or certify as to the deletion/destruction of, all documents and other tangible materials representing the Confidential Information and all related copies; provided that Recipient may retain copies of the Confidential Information: (i) as required by any applicable law, rule or regulation; (ii) as automatically generated by Recipient’s archival, back-up or disaster recovery systems; and (iii) pursuant to any *bona fide* document retention policies maintained by Recipient. All retained copies remain subject to the confidentiality obligations of Recipient under this Agreement.

(c) Any clause of this Agreement, which by its nature should survive Termination, will so survive, and Recipient’s obligations or restrictions under this Agreement will survive any Termination in accordance with Section 4(a). For the avoidance of doubt, Sections 5, 6, and 7 of this Agreement will survive Termination.

## **5 Grant of Rights, Development and Purchase Obligations.**

(a) Nothing in this Agreement will be construed to: (i) grant to Recipient any rights to any Confidential Information, by license or otherwise, nor to any invention or any patent, copyright, trademark, or other intellectual property right of Discloser, except for the limited right of use for the Purpose, subject to the terms of this Agreement; (ii) require a Party to purchase or otherwise acquire any product or service from the other Party; (iii) require a Party to develop or offer any product or service using or incorporating the Confidential Information of the other Party; or (iv) preclude a Party from developing, commercially exploiting or discontinuing any product or service that is developed without reference to the other Party's Confidential Information.

(b) Each Party agrees that the software programs of the other Party contain valuable information, including proprietary and Confidential Information of the other Party and it will not modify, reverse engineer, decompile, create other works from, or disassemble any such software programs without the other Party's prior written consent, which consent may be withheld for any reason or no reason. In addition, neither Party shall reverse engineer, decompile or disassemble any Confidential Information disclosed under this Agreement.

(c) Confidential Information disclosed under this Agreement is provided "AS IS" and Discloser disclaims all representations and warranties, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, satisfactory quality and non-infringement with respect thereto.

## **6 Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of Michigan without reference to conflict of laws principles. Any disputes under this Agreement will be brought in the state courts or federal courts located in Ottawa County, Michigan, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

## **7 General.**

(a) If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and the relevant provision will be changed and interpreted so as to best accomplish its objectives, within the limits of applicable law or applicable court decisions.

(b) All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), or via email communication and will be deemed given upon delivery or receipt. Notices shall be sent to the respective addresses of the Parties set forth in the preamble to this Agreement or such other address as either Party may later specify in writing in accordance with these notice requirements. Notices will be addressed "Attn: Legal."

(c) Neither Party will export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

(d) Each Party acknowledges that its breach of this Agreement may cause irreparable harm to the other Party for which the remedy at law would be inadequate and agrees that the other Party will be entitled to seek injunctive relief under this Agreement for such breach without posting bond or other security, and such further relief as may be granted in any court of competent jurisdiction.

(e) This Agreement: (i) may only be amended by a written document signed by both Parties; (ii) embodies the entire understanding of the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing, with respect thereto; (iii) may not be assigned, and Party's obligations hereunder may not be delegated, by either Party without the prior written consent of the other Party; and (iv) will be binding on the Parties and their respective successors and permitted assigns.

**In Witness Whereof**, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date hereof.

***JR Automation Technologies, LLC***

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): JR Automation Technologies, LLC  
 Address: 13365 Tyler Street  
Holland, MI 49424

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2–4)
- Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: build and service manufacturing equipment, reseller of spare parts

General description of tangible property or taxable services to be purchased from the Seller: manufacturing equipment, spare parts for mfg equipment or service for mfg equipment

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	R009779617	MO <sup>16</sup>	3335671233
AR		NE <sup>16</sup>	
AZ <sup>2</sup>	21360360	NV	1018604049-002
CA <sup>3</sup>	SC OHA 102681031	NJ	06-1735358/000
CO <sup>4</sup>	32315078-0000	NM <sup>4,17</sup>	
CT <sup>5</sup>	80664212001	NC <sup>18</sup>	600854722
FL <sup>6</sup>	78-8018025695	ND	
GA <sup>7</sup>	175-885544	OH <sup>19</sup>	99124280
HI <sup>4,8</sup>	GE-010-134-9888-01	OK <sup>20</sup>	SVU-15554081-02
ID	005331528-08	PA <sup>21</sup>	67-682 389
IL <sup>4,9</sup>	4354-9810	RI <sup>22</sup>	
IA	1-00-010423	SC	39186415
KS	004-061735358-F01	SD <sup>23</sup>	
KY <sup>10</sup>	285130	TN	1000433406-SLC
ME <sup>11</sup>		TX <sup>24</sup>	3-20638-4257-2
MD <sup>12</sup>	18238882	UT	14882429-003-STC
MI <sup>13</sup>	06-1735358	VT	
MN <sup>14</sup>		WA <sup>25</sup>	604-010-470
		WI <sup>26</sup>	456-1029293444-03

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Shari L. Latchaw

Digitally signed by Shari L. Latchaw  
Date: 2020.10.02 09:10:34 -0400

(Owner, Partner, or Corporate Officer, or other authorized signer)

Title: project accountant

Date: 10.02.2020

**JR AUTOMATION TERMS OF PURCHASE**  
**(Rev. January 2022)**

These Terms of Purchase (“Terms”) apply to all deliveries of goods (“Goods”) and services (“Services”) from the party set forth on the face of the purchase order (“Seller”) to JR Automation (“Buyer”) or its Affiliates. In these Terms, “Affiliate” means any entity directly or indirectly controlled by Buyer. No terms and conditions other than these Terms shall be binding upon the parties unless agreed to in writing and signed by both Buyer and Seller. All terms and conditions contained in any communication which are different from or in addition to the Terms are expressly rejected.

1. **Purchase Order.** Buyer will issue a purchase order (“Order”) to Seller in writing which will be binding upon Seller’s acceptance in writing. Any modifications to the Order by Seller will be a rejection of Buyer’s offer to purchase Goods and/or Services unless accepted by Buyer in writing. If Seller does not reject Buyer’s Order within three (3) business days of receipt, or if Seller begins performance of any part of the Order, the Order will be deemed unconditionally accepted by Seller.
2. **Price and Payment.** Unless Buyer agrees otherwise in writing, Buyer shall not be required to pay any sales, use or other taxes arising because of Buyer’s purchase from Seller. Buyer shall not be required to pay any late charge, interest, finance charge, restocking fee(s), or similar charge. Buyer’s payment of the purchase price does not indicate its acceptance of the Goods or Services. Unless Buyer agrees otherwise in writing, payment terms, including discount periods, shall run from the latest of (1) the scheduled date for delivery or performance, (2) the actual date of delivery of conforming goods or performance of conforming services, (3) the date of Seller’s invoice, (4) in the case of capital equipment, completion of Buyer’s final inspection and acceptance after installation and (5) in the case of tooling, Buyer’s approval of production pieces produced by the tooling at Buyer’s facility.
3. **Delivery.** Unless Buyer agrees otherwise in writing, Seller shall deliver the Goods FCA, Seller’s facility (Incoterms 2020). Time of delivery or performance is of the essence. In the event Seller reasonably believes a delivery will be delayed, Seller shall immediately notify Buyer of the known or anticipated event(s) that may prevent or delay Seller’s ability to meet the stated delivery or performance date. Such notice shall indicate the anticipated duration of the delay, a detailed plan of Seller’s proposed remedy, and procurement alternatives to avoid interruption to Buyer’s production. Upon receipt of the notice, Buyer shall have the right, in its sole discretion, to purchase Goods from third parties and charge Seller with the cost of cover. Unless agreed to by Buyer in a signed writing, Buyer’s stated delivery or performance date and the date for performance of any other obligation of Seller shall not be extended or excused for any reason. If Seller delivers more Goods than Buyer ordered, then, unless Buyer agrees otherwise in writing, Buyer shall not have to pay for the excess. Seller shall deliver all of the Goods in a single delivery and not in installments. Buyer’s acceptance of a delivery that contains less than the required quantity shall not relieve Seller of its obligation to deliver the balance of the ordered Goods at the price and on the other terms that the Order specifies. If Seller delivers the Goods before the scheduled delivery date, then Buyer may, at Seller’s expense and risk, either store them or return them to Seller. Buyer’s acceptance of an early delivery shall not change the payment terms.
4. **Export and Import Requirements; Drawback and Refund Rights.** If applicable, Seller shall prepare, maintain and submit all information and documentation that is necessary to comply with the customs and export and import requirements of each country from which the Goods will be exported and each country into which they will be imported. Upon Buyer’s request, Seller shall promptly furnish to Buyer copies of required information and documentation. Seller is solely responsible for complying with all technical compliance and country of origin requirements of each country into which the Goods are to be imported and shall maintain compliance with all applicable export control requirements. Seller assigns and transfers to Buyer all transferable customs duty and tax drawback or refund rights relating to the Goods, including rights developed by substitution and rights that Seller acquires from its suppliers. Seller shall promptly inform Buyer of each such right and, upon Buyer’s request, shall promptly provide to Buyer all documents and information that are required for Buyer to obtain each such drawback and refund. Seller shall maintain and shall cause each of its suppliers, including logistics providers, to maintain strict security measures that are reasonably calculated to prevent acts of terrorism with respect to the Goods.
5. **Inspection and Tests.** Upon advanced written notice to Seller, Buyer’s employees or agents may, during regular business hours, enter Seller’s premises to inspect and test the Goods, Seller’s process of manufacturing of the Goods, and any materials, components, or work-in-process that Seller will use in their manufacture.
6. **Blanket Order.** If the face of the Order states that it is a blanket purchase order, then (1) Seller is obligated to deliver to or perform for Buyer all Goods or Services that Buyer orders or releases during the period or in accordance with any delivery or performance schedule specified on the face of the Order, (2) Buyer is not obligated to order, release or purchase from Seller any particular quantity or volume of Goods or Services, regardless of any estimates or projections of future purchases, and (3) Buyer may purchase any or all of the Goods or Services from others.
7. **Seller Representations.** Seller represents and warrants to Buyer, and agrees, that (1) Seller has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Order, (2) the Order is the valid and binding obligation of Seller, enforceable against Seller in accordance with these Terms, (3) Seller is and, at the time of each order will be, solvent, (4) the Goods will be delivered with good title, free and clear of all liens and encumbrances, (5) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Buyer or of any affiliate of Buyer and (6) Seller is and shall continue to be in compliance with all equal employment and affirmative action provisions of Executive Order 11246, the Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”), Section 503 of the Rehabilitation Act of 1973 and all implementing regulations under that Order, VEVRAA and Section 503.
8. **Warranty.** For a period of eighteen (18) months from delivery at Buyer’s facility, Seller warrants to Buyer, and agrees, that (1) the Goods shall be new, (2) the Goods and Services shall be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from faults and defects, (3) the Goods and Services shall conform to any samples, drawings, specifications, performance criteria standards or other requirements that are referred to on the face of the Order or that Buyer has otherwise specified or agreed to in writing, (4) the Goods, their manufacture, packaging, labeling, branding and sale and the Services shall comply with all applicable federal, state and local laws, regulations, standards and orders, including, without limitation, the Fair Labor Standards Act of 1938 and the Occupational Safety and Health Act of 1970, as amended, and all environmental laws, (5) the prices of the Goods or Services and any discounts, advertising allowances or other merchandising payments or services that the Order requires Seller to provide to Buyer are as favorable to Buyer as the lowest prices and the highest discounts, advertising allowances or other merchandising payments or services that Seller provides to other buyers of comparable Goods or Services, (6) Seller shall promptly furnish to Buyer all information and copies of documents (including, but not limited to, complaints, inquiries, test or inspection results and warnings) that Seller receives from an end-user of the Goods, a government agency, an employee or agent of Seller or any other person or source and that suggests or indicates that the Goods may not conform to the requirements of this paragraph, and (7) Seller has and follows, and will continue to have and follow, adequate quality and security procedures that will assure that the Goods and Services will comply with the foregoing warranties and representations. Upon Buyer’s request, Seller shall give Buyer certificates of compliance with applicable laws and regulations. Buyer’s approval of a sample, drawing, specification, or standard shall not relieve Seller of any of its warranties under this paragraph, including, without limitation, its warranties of merchantability, fitness, and compliance with laws. Seller’s warranties extend to future performance of the Goods and Services and survive inspection, tests, acceptance, and payment and shall be considered to have been given not only to Buyer but also to Buyer’s customers and to end-users of the Goods.
9. **Nonconforming Goods.** Any manner or way in which the Goods or Services do not conform to the warranties or representations set forth in these Terms shall be considered a nonconformity. If a nonconformity occurs, Buyer may, upon prompt notice to Seller, at its sole option may: (1) require Seller to promptly repair or replace the Goods or reperform the Services within a commercially reasonable time, not to exceed five (5) business days, or other mutually agreed upon time, at Seller’s sole expense, (2) return nonconforming Goods to Seller, at Seller’s risk and expense, and require Seller to give Buyer full credit against the price, (3) retain nonconforming Goods and set off losses against any amount that Buyer owes Seller, or (4) repair or replace nonconforming Goods or reperform nonconforming Services and charge Seller with the expense. If Buyer incurred damages as a result of a nonconformity, including, without limitation, any cost of “cover” or from Buyer completing the manufacture or processing of the Goods or Services, Buyer will pay to Seller any unpaid part of the purchase price properly allocable to conforming Goods or Services, work-in-process, and raw materials that Seller delivered to Buyer less Buyer’s damages. In addition to Buyer’s rights described in these Terms, Buyer reserves all rights and remedies that the law gives to buyers, including the right to recover incidental and consequential damages that result from Seller’s breach. Buyer shall not lose any right just because it does not exercise it. A reasonable time for Buyer to reject or revoke acceptance of the Goods is not less than one year from the date of delivery.
10. **Spare Parts.** Seller agrees to provide Buyer with a list of recommended spare parts. The spare parts list will include the individual purchase price, OEM information, OEM part number, Seller part number, physical description, and whether or not the part is stocked at the OEM warehouse. Seller warrants that all spare parts will be



replaceable for at least ten (10) years from the date of delivery. The prices of such parts may be adjusted in accordance with Seller's list price, which shall not exceed commercially reasonable prices.

11. **Indemnity.** Seller shall indemnify and hold Buyer and its directors, officers and employees ("**Representatives**") harmless (and defend Buyer and its Representatives if it requests) as to any claims, liabilities, losses, damages and expenses (including, without limitation, attorneys' fees and other legal expenses) brought against or incurred by Buyer or its Representatives because of (1) any breach by Seller of any of its warranties to, or agreements with, Buyer, (2) any claim that any of the Goods or Services infringes any patent, trademark, copyright, or other intellectual property right, anywhere in the world, (3) any death, injury or damage to any person or property alleged to have been caused by the Goods or Services or by Seller's manufacture of the Goods or performance of the Services, or (4) any claim arising as a result of and to the extent Seller was directed by Buyer's end user.
12. **Changes.** Upon written notice to Seller, Buyer may change the specifications, scope, time or place of delivery or performance, method of packing or shipment, or the quantity of Goods or scope of Services ("Change Request"). If a Change Request impacts the purchase price or Seller's time of performance, a mutually agreed upon equitable adjustment shall be made in writing. If Seller does not submit a written request for an adjustment within ten (10) business days after receipt of a Change Request, Seller agrees to carry out the change as requested and waives any future claims for adjustment.
13. **Termination.**
  - a. **Termination for Convenience.** Upon thirty (30) days written notice to Seller, Buyer may terminate an Order, in whole or in part at any time, in writing outlining the terms and effective date of the termination. Not later than thirty (30) days after the effective date of termination, Seller may submit to Buyer its claim, if any, for reasonable compensation due to Buyer's termination. Buyer shall have the right to audit and inspect Seller's books, records and other documents that relate to the termination claim. If Seller does not submit a written claim within thirty (30) days after the effective date of termination, Seller waives future claims for compensation. If the parties cannot agree within a reasonable time upon the amount of fair compensation for the termination claim, Buyer will pay to Seller, without duplication: (1) the Order price for conforming Goods or Services that Seller has completed and delivered or performed in accordance with the provisions of the Order that Buyer has not paid for and (2) the actual costs that Seller incurs and that are properly allocable or apportionable to the terminated portion of the Order, not to exceed the Order price for the terminated portion of the Order, less any payments that Buyer made and the value to Seller of any raw materials, work-in-process, or finished goods that Seller retains and that are allocable to the terminated portion of the Order. Buyer will pay these amounts, net 90, after Seller delivers any completed or otherwise agreed upon Goods to Buyer. If Buyer made payments to Seller that exceed the total amount payable by Buyer to Seller under the preceding provisions, then Seller shall promptly refund the excess to Buyer.
  - b. **Termination for Cause.** If at any time (a) Seller defaults in the performance of any of Seller's obligations to Buyer under the Order, (b) Seller repudiates the Order, or (c) any warranty or representation that Seller made to Buyer in connection with the Order is false or misleading in any material respect, then Buyer may terminate the Order, in whole or part, without liability to Seller. Seller shall promptly pay to Buyer all damages that Buyer incurred as a result of the termination and due to the event or circumstance on the basis of which Buyer terminated.
  - c. **Obligations upon Termination.** When Seller receives notice of termination, Seller shall, unless otherwise directed by Buyer, stop work and acquisition of materials under the Order and protect property in Seller's possession in which Buyer has or may acquire an interest. If and to the extent Buyer demands, Seller shall immediately deliver to Buyer all Goods that conform to the specifications or otherwise meet Buyer's requirements, including all associated designs, drawings, specifications, and software. Additionally, Buyer may demand delivery of all work-in-process; raw materials; source, object, and pseudo code; all pre-existing programs intended to be incorporated in the software; and all intellectual property rights in the foregoing to the extent necessary for the manufacture or use of the Goods or Services. Termination under this Section 13 shall terminate only Seller's obligation and right to deliver Goods or provide Services as set forth herein and shall not terminate or impair Seller's other obligations, or any of Buyer's rights, under these Terms.
14. **Government Orders.** If Buyer will use the Goods or Services covered by the Order in connection with a contract with the United States or other government, then all terms and conditions that the government contract or any law or regulation required to be included in any order formed pursuant to the contract ("**Government Contract**") are incorporated in the Order by reference. If any provision of the Order is inconsistent with any Government Contract, then the Government Contract shall control.
15. **Insurance.** Seller shall maintain insurance coverage that will fully protect both Seller and Buyer from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any person, that arises from the Goods or their use or the performance of the Services or any activities connected with the Services. Seller shall maintain employee's liability and compensation insurance that will protect Buyer from any and all claims and liabilities that Seller or any employee or agent of Seller makes under any applicable worker's compensation or occupational disease acts. All insurance that this paragraph requires shall be in amounts and coverages, and shall be issued by insurers, that are satisfactory to Buyer. Upon Buyer's request at any time, Seller shall furnish to Buyer certificates evidencing required insurance.
16. **Prepayment.** If Buyer pays any part of the purchase price of the Goods before Seller delivers them to Buyer, then (1) title (but not risk of loss) to each item of the Goods shall pass to Buyer upon identification of the item to the Order, (2) to the extent necessary to protect Buyer's title to the Goods, Seller grants Buyer a security interest in the Goods to secure Seller's obligation to deliver them to Buyer and all of Seller's other present and future obligations to Buyer and (3) Seller shall obtain from each person that holds a security interest in or lien upon the Goods a written agreement releasing that security interest or lien or subordinating it to Buyer's interest in the Goods.
17. **Work on Premises.** If Seller's performance of Services or delivery or installation of Goods involves operations by its employees or subcontractors on Buyer's premises or the premises of a customer of Buyer, then (1) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention and safety rules and regulations in force at the premises and (2) Seller shall keep the premises free from accumulation of waste materials and rubbish that its employees or subcontractors cause and upon completion shall promptly remove all of Seller's equipment and surplus materials.
18. **Independent Contractor.** If the Order covers Services, then (1) Seller is an independent contractor, and neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Buyer and (2) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities, and other items that are necessary to perform the Services.
19. **Non-Solicitation.** Neither party shall, for a period of one (1) year from completion of an Order, solicit, either directly or indirectly, any employee of the other party with whom it has worked during the performance of the Order. Neither party shall be in violation of this provision based on an advertisement or general solicitation that is not specifically directed at employees of the other party.
20. **Confidentiality.** All information, in any form, provided or made available by Buyer or its Affiliates to Seller that is identified as confidential or that Seller knows or should know to be confidential given the nature of the information shall only be disclosed on a need-to-know basis ("**Confidential Information**"). For purposes of these Terms and any Order hereunder, any designs or specifications for the Goods, Buyer Property, information about Buyer's business, operations, or activities including, without limitation, Buyer's present or proposed products, product developments, plans, strategies, finances, know-how, sales, customers, and marketing or sales techniques are considered Confidential Information. Seller shall use reasonable care to protect Confidential Information from misuse and unauthorized disclosure. Seller may disclose Confidential Information to a third party (other than a competitor of Buyer or a subsidiary or affiliate of a competitor) to the extent disclosure is necessary for Seller to perform its obligations under the Order. Seller shall not use Buyer's name or any trademark, trade name, service mark, or trade dress that Buyer owns or that is licensed to Buyer or to any affiliate of Buyer, without Buyer's express, written consent, and Seller shall not sell to anyone other than Buyer any Goods bearing any such trademark, trade name, service mark or trade dress. If Seller breaches or threatens to breach this paragraph or Paragraph 21 then Buyer's remedies at law will be inadequate. Buyer shall have the right of specific performance or injunctive relief, or both, in addition to all other remedies and rights at law or in equity, and Buyer's rights and remedies shall be cumulative.
21. **Intellectual Property.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, trademarks, trade names, trade dress, service marks, names, software, and other works and matters that Seller creates or develops in the course of Seller's performance of the Services or Seller's design or development of the Goods for Buyer, including all proprietary rights in the foregoing ("**Intellectual Property**") shall be Buyer's sole property, and Seller assigns, and agrees to assign, to Buyer all right, title, and interest that Seller now has or in the future acquires in the Intellectual Property. All copyrightable works that Seller creates or develops in the course of Seller's performance of the Services or Seller's design or development of the Goods for Buyer shall be considered "works made for hire" within the meaning of the federal Copyright Act of 1976, as amended, and under the equivalent laws of any other country. To the extent that any such copyrightable work is not

- considered a “work made for hire,” it shall be the sole property of Buyer, and Seller assigns, and agrees to assign, to Buyer all right, title, and interest that Seller now has or in the future acquires in it and in all copyright rights in it. Seller shall sign and deliver to Buyer all assignments and other documents, and Seller shall take all other actions, that Buyer requests for the purpose of perfecting Buyer’s ownership of and title to the Intellectual Property and in any copyrightable work that is not considered a “work made for hire” and in all copyright rights in it. If the Goods or their design are subject to any pre-existing patent rights or other proprietary rights that Seller holds, then Seller grants to Buyer an irrevocable, non-exclusive, royalty-free license of the patent rights and other proprietary rights to the extent necessary to enable Buyer to modify, repair, or rebuild all or any portion of the Goods. This license is in addition to all licenses impliedly granted to Buyer as a purchaser of the Goods.
22. **Buyer’s Property.** Any designs, drawings, specifications, methods of manufacture, intellectual property, documents, and other information and any tooling, equipment or other property that Buyer furnishes to, or acquires from Seller in connection with Seller’s manufacture of the Goods or performance of the Services (“**Buyer Property**”) are and shall at all times be Buyer’s sole and exclusive property. Seller shall (1) maintain the Buyer Property in good condition, (2) mark the Buyer Property “**PROPERTY OF JR AUTOMATION,**” (3) not commingle the Buyer Property with property of Seller or third parties, (4) allow Buyer to inspect and examine the Buyer Property at any time and (5) return the Buyer Property to Buyer upon its request.
  23. **Directed Seller.** In the event Seller has been directed by Buyer’s end user, Seller agrees to resolve all commercial issues arising from or related to the Goods or Services directly and exclusively with Buyer’s end user.
  24. **Force Majeure.** Neither party shall be liable for any non-performance or delay in performance caused by a strike, lockout, riot, war, insurrection or act of God or public enemy, or any other event or circumstance that is beyond a party’s reasonable control (“Event of Force Majeure”). Upon the occurrence of an Event of Force Majeure, Seller must immediately notify Buyer and give Buyer a detailed description of the non-performance or delay that it will cause. Buyer shall then have the right to terminate the Order, without liability to Seller. Except as provided in this paragraph, no event or circumstance shall limit Seller’s liability for any non-performance or delay.
  25. **Subcontractors.** Seller may not delegate or subcontract any of its obligations under the order or the Order without Buyer’s prior written consent. If Buyer approves Seller’s use of a subcontractor, Seller will remain fully responsible the work and activities of its subcontractors. Seller represents and warrants that any such subcontractor shall be bound by terms substantially similar in nature to those as set forth herein.
  26. **Other Terms.** Upon advanced written notice to Seller, Buyer may deduct, recoup, and setoff any amounts that Buyer at any time owes to Seller under the Order from and against any damages or other amounts that Seller then owes to Buyer, whether under the Order or otherwise and whether or not Seller shall have assigned to another (“**Assignee**”) its rights to receive amounts that Buyer is required to pay under the Order. All such rights of an Assignee shall be subject these Terms and any additional terms contained on the face of the applicable Order and to all claims and defenses that Buyer at any time has against Seller, whether arising under the Order or otherwise. If at any time Buyer has reasonable grounds for insecurity as to Seller’s performance, then Seller shall provide written adequate assurance of due performance within ten (10) days after Buyer demands the assurance, which shall be considered to be a reasonable time. Buyer shall continue to have all of its rights under the Order even if it does not fully and promptly exercise them on all occasions. Buyer’s failure to exercise, or Buyer’s waiver of, a right or remedy on one occasion is not a waiver of that right or remedy with respect to any future occasion.
  27. **Applicable Law.** The Order shall be governed by, and interpreted according to, Michigan law, excluding the United Nations Convention on Contracts for the International Sale of Goods. Any state or federal court in Ottawa County, Michigan, may handle any action based upon or arising out of the Order, and Seller irrevocably consents that the court shall have personal jurisdiction over Seller and waives any objection that the court is an inconvenient forum.
  28. **Complete Agreement.** Seller has not made any promises or representations to Buyer, and Buyer has not made any to Seller, that are not in the Order. Any change in, or waiver of, any provision of the order or the Order must be contained in a writing signed by Buyer.