

**1. APPLICABILITY:** This order is an offer by Accuride Corporation or its affiliate or subsidiary named on the face of this purchase order ("Purchaser") for the purchase of goods (the "Goods") specified on the face of this purchase order from the party to whom the purchase order is addressed (the "Seller") in accordance with and subject to these terms and conditions (the "Terms"); together with the terms and conditions on the face of the purchase order, the "Order"). This Order, together with any document attached to or incorporated by reference in this Order by Purchaser, and all specifications, drawings, notes, instructions, engineering notices or technical data referred to in this Order constitute the entire agreement between the parties and supersede all prior contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. These Terms also apply to any repaired or replacement Goods provided by Seller hereunder. Purchaser is not obligated to any minimum purchase or future purchase obligations under this Order.

**2. ACCEPTANCE OF CONTRACT:** Purchaser shall not be bound by this Order until Seller either (a) delivers to Purchaser a written acceptance of the Order or (b) delivers to Purchaser any of the items or services ordered. Seller will be bound to this Order upon the occurrence of either (a) written acceptance of the Order or (b) delivery to Purchaser of any items or services ordered.

**3. QUANTITY:** If Seller delivers five percent (5%) more or less of the quantity of Goods ordered, Purchaser may reject all or any of the Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Purchaser does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the price for the Goods shall be adjusted on a pro-rata basis.

**4. COMPLIANCE WITH LAWS AND PURCHASER'S POLICIES:** Seller is in compliance and shall comply with all applicable international, state/provincial, federal and local laws, rules, regulations, ordinances, and all of Purchaser's safety procedures. Seller shall comply with Purchaser's Code of Conduct and other policies, which are listed at <https://www accuridecorp.com/suppliers/>.

**5. SHIPPING:**

(a) All Goods shall be suitably packed, marked and shipped in order to secure lowest transportation cost and in accordance with Purchaser's instructions, or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Delivery shall be made in accordance with the terms on the face of this Order, to the address specified thereon, during Purchaser's normal business hours or as otherwise instructed by Purchaser.

(b) Seller shall give written notice of shipment to Purchaser when the Goods are delivered to a carrier for transportation. Seller shall provide Purchaser all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Purchaser, within two (2) business days after Seller delivers the Goods to the transportation carrier.

(c) Packages must bear Purchaser's order number, factory, plant and/or dock number. Multiple packages comprising a single shipment shall also each be consecutively numbered. Bulk containers must also show gross, tare and net weights and/or quantity.

(d) No charge shall be made by Seller for packing, drayage or storage or for costs associated with shipment other than as specified.

(e) Order number and package shall also be consecutively numbered. Order number and package numbers shall be shown on packing slips, bills of lading and invoices.

(f) Packing slips must accompany each shipment.

(g) Seller agrees to describe material on bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Purchaser's Traffic Department.

(h) Seller is responsible for any premium freight or other cost incurred as a result of tardy shipment.

**6. TITLE AND RISK OF LOSS:** Delivery shall be deemed complete and title and risk of loss shall pass only when the Goods have been actually received and accepted by Purchaser, notwithstanding any agreement by Purchaser to pay transportation charges. The risk of loss or damage in transit shall be upon the Seller. Nothing herein contained, however, shall be construed as depriving Purchaser of its interest, or limiting such interest, in the Goods herein described prior to such actual receipt or acceptance.

**7. DELIVERIES:** Time is of the essence of this Order. 100% on-time delivery is a requirement of this Order. On-time delivery is defined as receipt being made no more than two (2) days in advance of the due date on the face of this Order or blanket order release date and zero (0) days past the due date/release date on the face of the Order. Any Goods delivered in violation of this section may be rejected or returned at Seller's risk and expense.

**8. INSPECTION:** Seller shall provide and maintain an inspection system which will assure that all goods, material, and work delivered to Purchaser conform to contract requirements whether manufactured or processed by Seller or procured from subcontractors or vendors. Purchaser and its customers reserve the right to inspect/verify purchased product requirements at the point of manufacture or at any other point in the supply chain process. If product inspection is to occur at Seller's facility or at any third-party facility, then Seller shall be provided with advance notice via verbal and/or written communication. Seller acknowledges that Purchaser has no obligation to perform incoming inspection of Goods and waives any rights to require Purchaser to conduct such inspections. Purchaser's inspection of Goods, whether during manufacture, prior to delivery or within a

reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Goods.

**9. REJECTION:** Purchaser reserves the right to reject Goods and to cancel all or any part of this Order, without liability, if Seller fails to deliver all or any part of the Goods herein described in accordance with the terms, conditions, and specifications contained herein, or if such Goods contain defective material or workmanship. In the event of a reject/defect finding, a disciplined problem report such as 8D and/or CAPA may be required to identify containment actions, root cause analysis, implementation of a solution and verification of the effectiveness of the solution. Twenty-four (24) hour containment may be necessary. Seller shall participate in and accepts the terms of Purchaser's Cost of Poor Quality ("COPQ"), the terms of which may be found at

[www accuridecorp.com/supplierportal/COPQ](http://www accuridecorp.com/supplierportal/COPQ), which are subject to change from time to time. If Purchaser rejects any portion of the Goods, it will have the right, effective upon written notice to Seller, to rescind the Order in its entirety, in its sole discretion. Seller will credit or reimburse Purchaser for the purchase price of the rejected Goods, as the case may be, or, in the case of defective Goods, the Seller will replace such defective Goods within seven (7) days of being given notice of the defect, at its sole cost, in which case such replacement shall be covered by a new purchase order. If Seller fails to timely deliver replacement goods, Purchaser may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order without liability to Seller. Rejected Goods shall be removed at the expense of Seller, including transportation both ways, promptly after notification of rejection. Seller shall bear all costs of inspection and all risks of loss of rejected Goods, as well as any and all consequential and incidental damages. Acceptance of any part of the Goods covered by this order shall not obligate Purchaser to accept future shipments nor deprive it of the right to revoke any acceptance theretofore given.

**10. PAYMENT AND PRICE:** Payment by Purchaser for Goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defective material or workmanship or a failure to meet the specifications contained herein. Purchaser shall not be billed at prices higher than those stated in this Order, whether due to increased material, labor, or transportation costs, or otherwise. Unless otherwise stated on the face hereof, invoices subject to discount will be discounted if paid within fourteen (14) days of the date of the invoice or the date of receipt of Goods, whichever is later. Net bills will be paid within 90 days, except for any amounts disputed by Purchaser in good faith; however, any exceptions that have been agreed to by the Purchaser will supersede the net 90 days requirement and will be documented on the Order accordingly. On invoices returned for correction, the payment period will run from the date of receipt of the corrected invoice. Purchaser will be entitled to set off any amount owing from Seller or its affiliates to Purchaser or its affiliates against any amount payable by Purchaser under this Order. Except as otherwise specified and agreed to by Purchaser, the contract price includes all taxes (including, without limitation, sales, use, and excise taxes), packaging, transportation costs to the delivery location, insurance, tariffs, customs, duties, and fees.

**11. MOST FAVORED NATION.** Seller represents and warrants that the price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Order. If Seller fails to meet the lower price, Purchaser, at its option, may terminate this Order without liability pursuant to Section 39.

**12. ESSENTIAL INFORMATION:** If price or other essential information is not shown on the face of the Order, such information must be inserted by Seller and confirmed by Purchaser in writing.

**13. FORCE MAJEURE:** Neither party shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control and without such party's fault or negligence and which by their nature could not have been reasonably foreseen by such party or, if they could have been foreseen, were unavoidable, including but not limited to, labor disputes of any kind, fires or accidents. Seller's economic hardship or changes in market conditions are not considered force majeure events. In the event Seller's failure is not remedied within thirty (30) days, Purchaser may terminate the Order.

**14. WARRANTIES:** Seller makes the following warranties to Purchaser and its customers and the users of the Goods herein described.

(a) It will, at the date of delivery, have good title to any and all Goods supplied hereunder, and said Goods will be free and clear of any and all liens, security interests, and encumbrances.

(b) Any and all Goods supplied hereunder will be of merchantable quality.

(c) Seller is aware of Purchaser's intended use and warrants that any and all Goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in design, material or workmanship, and will be in conformity with the specifications contained herein.

(d) Any and all Goods supplied hereunder will not infringe or misappropriate any third party's patent or other intellectual property rights.

(e) Any services provided in connection with Purchaser's purchase of the Goods shall be performed by Seller in a professional and workmanlike manner in accordance with best industry standards for similar services, using personnel of required skill, experience and qualifications, and Seller shall devote adequate resources to meet its obligations under this Order.

Seller agrees that the foregoing warranties shall be in addition to any warranties of additional scope given to Purchaser by Seller. These warranties shall continue notwithstanding any inspection, delivery, acceptance, or payment by Purchaser. This warranty runs to Purchaser and Purchaser's customer(s) and is in addition to those otherwise provided or implied by law or equity. Any applicable statute of

limitations shall not begin to run until the date of Purchaser's discovery of the noncompliance of the Goods with the foregoing warranties.

**15. RECALL:** If the Goods or services create or contribute to a vehicle recall due to a motor vehicle safety defect or noncompliance with the United States National Motor Vehicle Traffic Safety Act or the Canadian Motor Vehicle Safety Act, as amended, Seller shall pay the costs and expenses of recall and correction.

**16. MATERIAL FURNISHED BY PURCHASER:** Any material furnished by Purchaser, on other than a charge basis in connection with this Order, shall be deemed as held by Seller upon consignment. All such materials not used in the manufacture of the Goods covered by this Order shall, as directed, be returned to Purchaser at Purchaser's expense and if not accounted for or so returned, shall be paid for by Seller. The furnishing of any material or other items by Purchaser shall in no way release Seller of Seller's obligations under the Order.

**17. SPECIAL TOOLING:** All special dies, tools and patterns used in the manufacture of the Goods called for hereunder, furnished or paid for by Purchaser belong to and shall be the personal property of Purchaser and may be removed by Purchaser at any time. All such special tooling while in the possession of Seller shall be maintained and cared for at Seller's expense and Seller shall bear the risk of loss and damage of such property. Seller further agrees not to use any designs, tools, patterns, drawings, materials or other information or equipment furnished or paid for by Purchaser in the manufacture or design of any article or material for any other customer.

**18. CHANGES:** Purchaser may at any time by written notice make changes in drawings, specifications, delivery and/or shipping instructions. If any such changes affect the time for performance, the cost of manufacturing such supplies or the cost of furnishing such services, Purchaser shall make an equitable adjustment in the purchase price or the delivery schedule, or both. Claims by the Seller under this condition must be made within twenty (20) days of the date the change was ordered and must be agreed upon by Purchaser. No charges or additional changes made by Seller will be valid unless authorized in writing by Purchaser. Seller shall supply formal notification of product and process changes and shall obtain pre-approval from Purchaser before any change is implemented, unless otherwise agreed for specified items. Evidence of lot containment for traceability to identify a pre- or post- change product may be required by Purchaser.

**19. IP INDEMNIFICATION:** Seller agrees to indemnify, defend, and hold harmless Purchaser, its subsidiaries, parents, affiliates, successors, or assigns and their respective directors, officers, shareholders, and employees and Purchaser's customers and users (each an "Indemnitee"), against any and all liability, loss and expense (including attorney's fees), by reason of any claim, action or litigation arising out of any alleged or actual, direct or contributory infringement or misappropriation of the patent, copyright, trade secret, or other intellectual property right of any third party, arising from the purchase, use, or sale of the Goods. In case the purchase, use or sale of said Goods, or any part thereof, is held to constitute infringement and/or is enjoined, Seller shall, at its own expense, procure for Indemnitee the right to continue the purchase, use, or sale of said Goods; or, with the approval of Purchaser, modify said Goods so they become non-infringing, or remove said Goods and refund the purchase price and the transportation and installation costs thereof.

**20. NON-ASSIGNMENT:** No assignment of this Order or any interest therein or any payment due or to become due thereunder shall be made by Seller without first obtaining the written consent of the Purchaser. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Purchaser may, at any time, assign, transfer, or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

**21. REACH REGULATION:** Seller agrees to comply with the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) rules and regulation on use of hazardous and potentially hazardous materials. Such compliance shall include, but not be limited to, no use of arsenic, lead, mercury, cadmium CrVI, asbestos, and PCBs without full disclosure to Purchaser and its specific, written consent.

**22. CUMULATIVE REMEDIES:** Except as otherwise stated, the remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity.

**23. WAIVER:** No waiver by any party of any provision of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. A failure by Purchaser to exercise any right under this Order shall not affect any rights subsequently arising under the same or similar clauses hereof, nor shall it operate as a waiver of the clause or condition under which such rights arise.

**24. INDEMNIFICATION:** Seller agrees to indemnify, defend, and hold harmless each Indemnitee against all liability, loss, claims, actions, suits, judgments, settlements, costs and expenses (including reasonable attorneys' fees) whatsoever arising out of any action relating to delivery or use of the Goods covered by this Order or the performance of any term or condition of this Order, except for such liability arising out of the sole negligence of Purchaser. Such indemnification shall continue notwithstanding any inspection, acceptance, payment or processing by Purchaser.

**25. NONDISCLOSURE:** Data, drawings, specifications, or other technical or proprietary information furnished directly or indirectly, in writing or otherwise, to Seller by Purchaser pursuant to this Order shall in no event become the property of Seller and shall be used only in fulfilling the obligations imposed by this Order and shall not be duplicated or disclosed to others or used in whole or in part for any other purpose. Such furnishings of data, drawings, specifications, or other technical or proprietary information shall not be construed as granting any rights whatsoever, express or implied, under any patents or other intellectual property

of Purchaser. Upon Purchaser's request, Seller shall promptly return all documents and other materials received from Purchaser.

**26. CERTIFICATIONS:** Written record of product/process verification may be required to be produced, maintained and made available for review. This may include but not be limited to such items as: inspection records, gaging records, process capability (cp/cpk), evidence of 3<sup>rd</sup>-party quality assurance system certification, APQP/PPAP types of documentation, records of product/process traceability, etc. Part numbers must be referenced on all packing lists and invoices. Material Certs and Statistical evidence of Process Control/Capability must be available upon request for all shipments. Documentation (Certificate of Conformance) stating that all Goods/services provided by Seller are produced/provided in conformance to all customer/engineering/industry specifications must be supplied on an annual or as-requested basis. An ISIR and minimum 30-piece capability study (Purchaser may designate more than 30) for ppk/cpk are required for all new parts/processes unless otherwise approved by Purchaser. All suppliers are subject to a quality systems audit. A minimum QMS certified to ISO9001 must be present to ensure capable and reliable product/process results. Minimum considerations would be product/process validation, measurement analysis, CAPA/8D, ability to trace and control product as needed with engineering and/or process changes.

**27. QUALITY:** Seller agrees to review and adhere to the Supplier Quality manual available on the Purchaser's website. Seller is required to provide, when requested, a PPAP at no cost to the Purchaser.

**28. CALIBRATION SERVICES:** The calibrator used in any quality review must be ISO 17025 accredited and must issue an ISO 17025 accredited report. The individual performing the calibration must provide a hard copy of the results at the time of the onsite calibration. A formal report of results for both onsite/offsite must be submitted in writing within seven (7) days to the Purchaser.

**29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION:** The provisions of the Equal Opportunity Clauses at 41 CFR § 60-1.4(a), 41 CFR § 60-250.5(a) and 41 CFR § 60-741.5(a) are hereby incorporated as terms and conditions of this Order [Contract]. As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 and 48 CFR 52.222-39 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees), 48 CFR 52.203-13 (Code of Business Ethics and Conduct), and 48 CFR 52.222-35 (Equal Opportunity for Veterans).

**30. PROHIBITION OF HUMAN TRAFFICKING:** By Seller providing Goods, services, or other consideration to Purchaser or designees, Seller is affirmatively representing and warranting that Seller and its subcontractors do not, directly or indirectly, engage in or otherwise support human trafficking, including forced labor or procurement of commercial sex acts. This may include but is not limited to compliance with 48 CFR 52.222-50, Executive Order 13627 and the proposed FAR amendments strengthening protection against human trafficking located beginning at 78 FAR 59317.

**31. STANDARDS OF CONDUCT:** Each of the Purchaser and the Seller (each a "Declaring Party") warrants and represents to the other party that neither the Declaring Party nor any of the Declaring Party's officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with this Order, any compensation paid or to be paid hereunder, any payment made or to be made hereunder, or any other transactions involving the business interests of either the Purchaser or Seller: offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of a public international organization or of any government, or of any agencies or subdivisions thereof, or of any public international organizations or governmental instrumentalities, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his or her official capacity, including a decision to fail to perform his or her official functions with such government or instrumentalities, (ii) inducing such person to use his or her influence with such government or instrumentalities to affect or influence any act or decision thereof or (iii) securing any improper advantage. Seller will comply with Purchaser's anticorruption policy, including any training requirements therein, or, in lieu of meeting such training requirements, demonstrate to Purchaser's satisfaction that Seller maintains and follows an equivalent anticorruption compliance policy.

**32. PERMITS AND LICENSES:** Purchaser and Seller possess and/or agree to obtain all licenses, governmental approvals and permits necessary to perform each party's obligations stated herein. Except where otherwise agreed in writing, Seller agrees to obtain, at its own expense, any necessary export licenses or other governmental authorizations and carry out all Customs formalities necessary to export the assets to the Purchaser pursuant to the Order. Each party agrees to inform the other of any registrations, approvals, licenses or permissions of which it is aware that the other party may be obligated to obtain, or action of any nature that the other party may be required to take under any applicable law, in connection with the signing, delivery and performance of this Order. Each party agrees to cooperate with the other party in carrying out any statutory or regulatory requirements to enable performance of this Order. Purchaser may terminate this Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties on the Goods. The parties shall at all times abide by all local, regional and international laws, rules and regulations applicable to its activities including, but not limited to (1) the United States Foreign Corrupt Trade Practices Act of 1977, as amended, (2) U.S. Export Administration Regulations, (3) International Traffic in Arms Regulation, (4) USA Patriot Act, as amended, (5) U.S. Treasury regulations, (5) anti-dumping laws, and (6) all other U.S. and other countries applicable laws and regulations

relating to international trade and investment activities. If a party is provided notice, correspondence, subpoena, or other contact that a governmental investigation has been initiated related to this Order, the party shall immediately notify the other party in writing of the investigation or inquiry. The parties agree to assist one another in responding to or defending against any governmental inquiry into the parties' compliance with the applicable laws.

**33. RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

**34. NO THIRD-PARTY BENEFICIARIES:** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

**35. CHOICE OF LAW:** All matters arising out of or relating to this Order shall be governed by and construed and enforced in accordance with, the laws of the State of Michigan, without giving effect to any conflict of laws rules, and each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Wayne County in the State of Michigan for the purposes of any legal, equitable, or other action or proceeding arising out of or relating to this Order. Each party hereby waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder. If any legal action or other proceeding is brought in connection with this Order, the prevailing Party shall be entitled to recover reasonable attorneys' fees, accounting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. FOR PURPOSES OF ANY SUCH COURT PROCEEDINGS, EACH PARTY AGREES, AFTER CONSULTATION WITH ITS COUNSEL, THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE, AND NOT A JURY, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BEFORE A JURY. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED AND SHALL NOT APPLY TO THIS ORDER OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

**36. NOTICES:** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.

**37. SEVERABILITY:** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

**38. LANGUAGE:** This Order may be translated, but it shall be governed by the English text for all purposes, and all information, correspondence, transactions and the like shall be made in the English language.

**39. TERMINATION:** Purchaser may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on three (3) days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Purchaser may terminate this Order without liability, with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. Purchaser may also terminate this Order immediately without liability to Seller in any of the following or any comparable events: (a) insolvency of the Seller; (b) filing of the voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) execution of an assignment for the benefit of creditors by Seller, provided such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event; or (f) Seller ceases to conduct its operation in the ordinary course of business (including its inability to meet its obligations as they mature). Seller shall indemnify Purchaser from all liability, claims, demands, actions, losses, suits, damages, judgments, attorney fees, costs, charges, expenses, and consequences of any liability, of any nature incurred by Purchaser with the foregoing. If Purchaser terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Purchaser prior to the termination.

**40. SURVIVAL:** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order.