



Cooper Tire & Rubber Company
Purchase Order Terms and Conditions
Effective 01/01/2005

1. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:	This order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R 60-250.4, as amended, pertaining to affirmative action for disable veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-741.5; as amended, pertaining to affirmative action and nondiscrimination with regard to individuals with disabilities. Seller certifies that this is in compliance with all applicable provisions of 41 C.F.R. 60-1, as amended, and 41-C.F.R. 60-250, as amended, and 41 C.F.R 60-1.40, as amended, 41 C.F.R. 60-250.5, as amended, and 41 C.F.R. 741.40, as amended; (b) filing EEO-1Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended.
2. OCCUPATIONAL SAFETY AND HEALTH ACT:	Seller, and any goods supplied by Seller, shall comply with all applicable laws, rules, regulations, orders or ordinances including, but not limited to, Occupational Safety and Health Act of 1970, and all amendments and regulations issued pursuant thereto, including Hazard Communication (29 C.F.R. 1910.1200) and sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under section 14 thereof.
3. ACCEPTANCE:	Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of these terms and conditions. Any terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Purchaser and are expressly rejected by Purchaser and are not part of this order.
4. CONTAINERS:	All containers, Drums, Carboys, etc., to be returned, must be shipped on a no-charge or consignment basis. Purchaser will pay for only such containers as are not returned within a reasonable time. No charges will be allowed for boxing, containers or cartage unless agreed upon in writing.
5. INVOICES:	Unless otherwise specified elsewhere in this order, invoices must show price and extensions and must be sent not later than the day following shipment to Purchaser to the applicable address. Tire Division Cooper Tire & Rubber Company Attn: Accounts Payable 701 Lima Avenue Findlay, OH 45840
6. SHIPPING INSTRUCTIONS:	Original bill of lading must be mailed no later than the day following shipment marked to the attention of Traffic Department. The Cooper Tire & Rubber Co. purchase order number must be identified on the bill of lading. Purchaser shall have the right at any time to specify the carrier or method of transportation, and agrees to compensate Seller for the excess cost of any such specified transportation over the transportation cost for shipment in the manner specified in this order. All goods shipped to Cooper Tire & Rubber Co. should be shipped Collect via one of Cooper's preferred carriers unless otherwise stated on the purchase order.
7. PRICES:	If the price is not stipulated, this order is not to be filled at prices higher than previously quoted or charged, without written authorization from Purchaser. Seller agrees that prices to be charged for the goods on this order are no higher than the prices charged other customers of Seller for goods of like or substantially like grade and quality. Seller warrants that said prices are not in excess of the maximum established by any applicable regulation or order issued by any governmental agency.
8. SPECIFICATIONS:	Approval of samples by Purchaser will not relieve Seller of responsibility if goods furnished are not exactly to blueprint and/or specifications furnished by Purchaser.
9. TIME OF DELIVERY:	Deliveries are to be made both in quantities and at times specified in releases issued by Purchaser. Purchaser shall not be liable for any goods, either raw, or processed, provided the Seller in excess of Purchaser's written release and Purchaser may return the excess goods at Seller's expense. Purchaser may from time to time change delivery schedules or direct temporary suspension of scheduled shipments. Whenever requested to do so, by written instructions or blueprint notation, Seller will mark the goods covered by this order in the manner specified by the Purchaser. If deliveries are behind schedule and Purchaser, in its sole opinion, is compelled to use goods not according to Purchaser's specification, or at a higher cost, Seller agrees to pay whatever additional cost, expense, loss or damage Purchaser sustains unless the delay is due to unforeseeable causes beyond the control and without the fault or negligence of Seller.
10. INSPECTION:	Material found defective on inspection may be returned by Purchaser for credit, all transportation charges to be borne by Seller.
11. CANCELLATIONS:	Purchaser may cancel this order if not filled within time specified herein, unless the delay is due to unforeseeable causes beyond the control and without the fault or negligence of Seller. Purchaser shall have the unrestricted right to cancel and terminate this order in the event of; (a) Seller's insolvency; (b) filing of a bankruptcy petition by or against Seller. This order is subject to cancellation or modification by Purchaser in the event of fire, accidents, strikes, government acts, or other conditions beyond Purchaser's control.

12. PATENTS, TRADEMARKS AND COPYRIGHTS:	Except in the case of goods to be furnished hereunder which are not of Seller's, or Seller's Subcontractor's origin, design, trade name, brand name or composition but rather are to be produced, labeled or composed in accordance with designs, drawings, labeling, or composition criteria and/or other such specifications furnished to Seller by Purchaser, Seller warrants that the sale or use of the goods herein purchased will not infringe any patent, copyright, trademark, trade name or brand name of any other party, and covenants that it will, at its own cost and expense, defend every suit which may be brought against Purchaser, or any party selling or using any Purchaser's products (provided the Seller is promptly notified of the institution of such suit) for any alleged infringement of any such patent, copyright, trademark, trade name or brand name, arising out of the sale or use of said goods, and to pay all expenses and fees of counsel which shall be incurred in connection with the defense thereof, and all costs, damages, and profits recoverable in every such suit, whether litigated, compromised, settled, or otherwise resolved.
13. ASSIGNMENT:	This order is not to be assigned, nor performance hereunder delegated by Seller, without the prior written consent of Purchaser. Any such assignment or delegation without the prior written consent of Purchaser shall be void. The provisions of this paragraph are not intended to prohibit normal subcontracting.
14. PURCHASER'S EQUIPMENT:	Seller agrees to be responsible for any material, equipment, tools, patterns, etc., (1) furnished to or paid for by Purchaser, or (2) otherwise acquired if Purchaser has or may reasonably be expected to acquire an ownership interest therein, and to protect same against loss or damage, by insurance acceptable to Purchaser. If Purchaser furnishes patterns or other equipment for use in executing this order, it is the responsibility of Seller to carefully check same before using. All tools, dies, molds, printing plates, etc., purchased or produced by Seller in connection with this order become as Purchaser's property upon the completion of the work required by this order, and while in Seller's possession shall be used exclusively on Purchaser's production. They shall be clearly identifiable Purchaser's property, subject to removal any time Purchaser's order, and kept properly insured (to Purchaser's satisfaction) at Seller's expense.
15. ADVERTISING:	Seller shall not advertise or publish in any manner the fact that Seller has contracted to furnish Purchaser the goods herein ordered, without the prior written consent of Purchaser. In the event Seller fails to observe this provision, Purchaser shall have the right to terminate this order without any obligations to accept deliveries after the date of termination or to make further payments except for completed goods ordered hereunder and delivered prior to the date of termination.
16. WARRANTY:	Sellers warrants the merchantability of all goods to be furnished hereunder and further warrants that the goods to be furnished hereunder will be free from defects of material or workmanship, will conform to the specifications and drawings, if any, furnished to Seller by Purchaser, and further that said goods will be suitable for the purpose(s) intended, provided Purchaser informs Seller of the purpose(s) intended and Seller fails to notify Purchaser promptly of nonsuitability of said goods for said purpose(s).
17. INDEMNITY/ INSURANCE:	If this order requires Seller to be on Purchaser's premises to perform services for Purchaser, Seller agrees to indemnify and protect Purchaser against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this order, by Seller, its servants, employees, agents or representatives. Seller represents it has made proper provision for adequate Worker's Compensation and agrees to furnish an insurance carrier's certificate showing that Seller has a minimum combined single limit of \$1,500,000 general liability insurance, automobile insurance of \$500,000 per occurrence, \$1,000,000 aggregate coverage, and \$1,000,000 professional liability insurance where applicable. Contractual liability is included and Purchaser is an additional insured on all policies required by this order, but limited to the operations of the name insured. The purchase of such insurance or furnishings of the certificate of insurance shall not be in satisfaction of Seller's liability or modify Seller's indemnification of Purchaser.
18. ENTIRE AGREEMENT:	This order, together with the attachments, specifically referenced in this order, constitutes the entire agreement between Seller and Purchaser with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may be modified only by a purchase order amendment issued by Purchaser.