

Schedule A

SUPPLIER TERM SHEET

1. **Supplier Contact Information** - ALL FIELDS ARE REQUIRED FIELDS

Supplier Name: _____ Date: _____

Primary Contact: _____

Primary Shipping Address: _____

State/Province: _____ Country: _____ Zip/Postal: _____

Telephone: _____ Fax: _____ Email: _____

CONTACT FOR EXPEDITING/DELIVERY INFORMATION:

Name (print): _____

Telephone: _____ Fax: _____ Email: _____

2. **Pricing.** Supplier shall furnish the Products to Buyer at the most current price quoted by Supplier and agreed to by Buyer, which shall be stated in the Purchase Order. Unless otherwise set forth in the Agreement, the purchase price for the Products is (i) in U.S. Dollars; (ii) firm and fixed for the duration of the Agreement and is not subject to increase for any reason, including, but not limited to increased raw material, labor, manufacturing, or development costs, currency fluctuations, or changes in volumes, forecasts, or estimates; and (iii) is inclusive of all charges from Supplier. Buyer shall not be obligated to pay any different or additional charge of any kind, unless expressly agreed to in advance in writing.
3. **Payment Terms.** All Products must be priced Free on Board or Delivered Duty Paid, as directed by Buyer, in accordance with INCOTERMS 2020 Rules. Unless otherwise agreed, payments will be made via ACH transfer (for domestic) and wire (for international) from Buyer's designated account. Please select one of the following payment terms:
- ☐ 3% discount if paid in 10 days, NET 60
☐ 2% discount if paid in 20 days, NET 60
☐ 1% discount if paid in 30 days, NET 60
☐ .5% discount if paid in 45 days, NET 60
☐ 0% discount, NET 60
☐ Single Use Account / Payment Plus Initiative (the "Initiative"). Suppliers who select the Initiative will be paid by a credit card payment through US bank on a weekly basis. No discounts on terms apply and Suppliers will receive automated remittance copies with payment.
- If there is conflict between these terms and those outlined in an Initiative agreed to by Supplier, the payment terms contained in the Initiative shall govern.
4. **Warranty Period.** Supplier's warranty shall be for a period of two years beginning on the date of consumer retail purchase, or Supplier's warranty for the Product, whichever is longer.
5. **Replacement Products.** Supplier agrees to supply Buyer with replacement Products or suitable replacement parts for a minimum of three (3) years after the expiration of the applicable warranty period. Supplier agrees to provide the replacement Products within a reasonable time but no later than twenty (20) days after Buyer's request.

6. **Governing Law; Forum.** This Agreement shall be governed by the laws of the State of Indiana without regard to principles of conflicts or choice of law. Any dispute under or relating to this Agreement shall be litigated only in Elkhart County or St. Joseph County, Indiana and each party irrevocably consents to the subject matter and personal jurisdiction of such court and agrees that effective service of process may be made upon it by certified or registered mail. In the event of any proceeding involving a claim or dispute arising under this Agreement, the prevailing party (by motion, on the merits, mediation or otherwise) shall be entitled to recover, in addition to any remedy award in such proceeding, all costs and expenses, including actual attorneys' fees, incurred by the prevailing party in such proceeding.

7. **Purchasing Agent Contact Information.**

Name: _____

Email: _____

Phone: _____

All process change requests must be sent to your Lippert Supply Chain contact.