

Seller and the Interurban Transit Partnership ("Buyer") agree as follows:

1. **FORMATION OF CONTRACT.** The terms set forth below are the sole terms for the sale of goods and services by Seller, unless otherwise specifically provided for on the reverse side, and shall apply to the exclusion of any inconsistent or additional terms contained in Seller's acknowledgment or otherwise proposed by Seller. Seller's acceptance of these terms shall be conclusively presumed by Seller's shipment of goods under this contract. Any contract made for the sale of goods or services by Seller is expressly conditional on Seller's assent to the terms stated in this purchase order. Notification of objection to any additional or inconsistent terms is hereby given to Seller.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **INSPECTION.** All goods described in this purchase order shall be subject to Buyer's inspection and approval. Buyer reserves the right to reject any goods not conforming to the terms of this purchase order. To the extent Buyer rejects goods as non-conforming, the quantities under this purchase order will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new purchase order from Buyer. Non-conforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days or such shorter period as may be commercially reasonable under the circumstances, after notice of non-conformity, shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods, without liability to the Seller. Payment for non-conforming goods shall not constitute an acceptance thereof, limit or impair Buyer's right to any legal or equitable remedy or relieve Seller's responsibility for latent defects. Seller shall promptly refund any payments made for non-conforming goods together with interest on those amounts at the then current prime lending rate at Buyer's bank.
4. **DELIVERY.** Delivery shall be made in the quantities and at the times specified by Buyer and Seller. Buyer may from time-to-time change delivery schedules. Buyer shall not be liable for payment for goods delivered in excess of the quantities or after the times specified in Buyer's delivery instructions to Seller. Buyer will hold excess goods at Seller's expense and risk for ten (10) days and await Seller's instructions for disposition of such excess goods as it pleases and charge the cost of such disposition, if any, to Seller. In no event must Buyer pay for excess goods used or disposed. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by any purchase order. All shipments shall be F.O.B. Buyer's plant unless otherwise specified in this purchase order.
5. **PRICES.** The price stated on the reverse side shall include all items of labor, materials, equipment, tools, and other costs necessary to fully complete the manufacture and delivery of the goods.
6. **WARRANTY PRICE AND COMMISSIONS.** The price to be paid by the Buyer shall be that stated on the reverse side of this form which Seller warrants to be no higher than Seller's current prices on orders by others for products similar to those covered by this agreement for similar quantities under similar conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative at Buyer's sole discretion. Buyer may cancel this contract without liability to the Seller for breach. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover from the Seller, the full amount of such commission, percentage, brokerage, or contingent fee.
7. **WARRANTY PRODUCT.** Seller expressly warrants that the goods shall conform to all specifications, drawings and other descriptions of the goods made by Seller or contained in bid specifications furnished to Seller by Buyer, and shall be free from all defects in materials, design, and workmanship. Seller also expressly warrants that the goods are merchantable and fit for the particular purpose intended by the Buyer. The warranties of Seller contained in this contract extend to future performance of the goods sold under this contract. Seller further agrees not to attempt to limit or exclude any remedies for damages, whether incidental, consequential, or otherwise.
8. **PATENT INFRINGEMENT.** Seller warrants that the goods do not infringe any patent rights and Seller agrees to defend, indemnify and hold Buyer, its officers, agents, employees, trustees, and its successors and assigns harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorney's fees, arising out of any infringement or claim of infringement of any letters, patent, trademark, trade name, trademark, copyright or trade secrets by reason of the sale or use of any goods purchased under this contract. Buyer shall promptly notify Seller of any such claim. Buyer makes no warranty that the production, sale, or use of goods under this contract will not give rise to any such claim and Buyer shall not be liable to Seller for any such claim brought against Seller.  
  
Seller agrees to furnish Buyer, at Buyer's request, evidence of public liability and property damage insurance covering Seller in amounts satisfactory to Buyer.
9. **INDEMNIFICATION.** Seller agrees to indemnify and hold Buyer, its agents, employees, and trustees harmless from and against any and all claims or causes of action brought against Buyer and from any and all damages, losses, expenses, attorney's fees, costs and liabilities sustained by Buyer arising out of any claimed defect in the goods and services supplied by Seller and any claimed improper manufacture, design, design drawings, specifications, materials or repairs provided by Seller pursuant to the contract evidenced by this purchase order. Seller's obligation under this paragraph shall include the obligation to indemnify and hold Buyer harmless for buyer's negligence, whether active, passive, or concurrent, in the performance of the buyer's duties and obligations pursuant to the contract evidenced by this purchase order.
10. **ASSIGNMENT.** Seller shall not assign any of its rights or interests or delegate any of its duties under this contract without Buyer's prior written consent.
11. **AMENDMENT.** The contract evidenced by this purchase order may be amended only by a writing signed by Seller and Buyer.
12. **INTERPRETATION.** Unless otherwise stated on the reverse side of this purchase order, the terms contained in this form are intended as a final, complete, and exclusive expression of the agreement between Buyer and Seller and the terms in this purchase order shall control to the exclusion of any different or additional terms contained in any prior agreement between Buyer and Seller.
13. **EXCUSE FOR NONPERFORMANCE.** If delivery of the goods under this contract is necessarily delayed because of strikes, injunctions, government controls, or other circumstances beyond the control of Seller, the time of delivery shall be extended by a number of days to be determined in each instance by mutual agreement between Buyer and Seller.
14. **STATE LAW AND JURISDICTION.** The agreement evidenced by this purchase order shall be governed in all respects by the laws of the State of Michigan. Any action arising out of the agreement evidenced by this purchase order shall be brought in the State of Michigan, County of Kent.
15. **ADVERTISING.** Seller shall not advertise, publish, or otherwise disclose, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of federal, state, or local government.
16. **TERMINATION.** Buyer may cancel any purchase order if cancellation is made prior to shipment. Buyer may also cancel this contract, in whole or in part, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions in the agreement evidenced by this purchase order. Any cancellation or termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. Buyer shall not be liable in any event for any incidental, consequential, indirect or any other special damages of Seller including lost profits.
17. **CONFIDENTIALITY OF FURNISHED INFORMATION.** Seller agrees that any technical information disclosed to Buyer in connection with the goods covered by this purchase order is not confidential and Seller will not assert any claim against Buyer with respect to that information. Any technical information disclosed by Buyer to Seller is confidential and Seller agrees not to use or disclose any such information without prior written consent of Buyer.
18. **REMEDIES.** If Seller breaches any provision in this purchase order. Seller agrees to reimburse Buyer for all damages suffered, including but not limited to incidental, consequential and other damages, as well as lost profits. The remedies in this purchase order shall be cumulative and in addition to any other remedies allowed to Buyer under applicable law. No waiver by Buyer of any breach or remedy shall be a waiver of any other breach or remedy.
19. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.** Seller expressly warrants that the goods provided under this purchase order are provided in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations, and orders issued pursuant thereto, and all other federal and state occupational safety and health statutes. All sales of hazardous materials as defined in Title 29 of the cost of Federal Regulation, Chapter VII, parts, 1501-1503, shall be accompanied by a completed U.S. Department of Labor "Materials Safety Data Sheet", Form OHFA-20, by the Seller for each good sold by Buyer.
20. **NO IMPLIED WAIVER.** The failure of either party at any time to require performance by the other party of any provision of this purchase order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this purchase order constitute a waiver of any succeeding breach of the same or any provision.
21. **COMPLIANCE WITH LAWS.** Seller warrants that it is in compliance and will remain in compliance with all federal, state, and local laws, regulations and ordinances relating to the manufacture, sale and delivery of the goods and services sold to the Buyer under this purchase order. The following federal regulations shall specifically apply to goods and services sold to the Buyer under this purchase order.
  - a) DBE Participation. 49 CFR, Part 26.
  - b) Cargo Preference - U.S. Flag Vessels. 46 CFR, Part 381.
  - c) Notice Of Federal Requirements. FTA Grant Agreement. Part 11/102 (b) (1).
  - d) Program Fraud & False or Fraudulent Statements & Related Acts 49 CFR, Part 31
  - e) Labor Provisions (non-construction). 29 CFR, Part 5
  - f) Domestic Preferences for Procurements, subpart 5
  - g) Nondiscrimination. 41 CFR; 60-1.4 (b) (1) and (c).
  - h) Add'l Notice to FTA and U.S. DOT Inspector General of Potential Fraud, Waste, or Abuse
  - i) Interest of Members of Congress. FTA Grant Agreement, /103(b).
  - j) Civil Rights (TITLE VI, EEO, ADA) Title VI Civil Rights Act of 1964
  - k) Record Retention, Audit And Inspection. §200.333
  - l) Rights In Data & Copyrights. 49 CFR, 18.36 (8 & 9).
  - m) Patent Rights. FTA Grant Agreement, Part 11/115.
  - n) Privacy Act of 1974. 5 USC §522a
  - o) Termination of Agreement Provisions §200.339
  - p) Procurement of Recovered Materials §200.323.
  - q) Insurance/Bonding. §200.325
  - r) Prohibition of Certain Telecommunications & Video Surveillance Services or Equipment §200.216
  - s) Energy Policy & Conservation Act. 42 USC, §6321, et. seq.
  - t) Environmental Provisions. 49 CFR, 18.36 (i) (12); Clean Air Act 42 USC 7401; Clean Water Act, 42 USC 6321;
  - u) Buy America Certification. 49 CFR, Part 661.
  - v) Remedies/Breach 01 Contract. 49 CFR, 18.36 (i) (1).
  - w) Lobbying Certification. 49 CFR, part 20
  - x) Labor Provisions (construction). 29 CFR, Part 5.
  - y) Bid Protest Procedures. FTA Cir. 4220.1B.
  - z) Davis Bacon/Copeland Anti-Kickback Act 29CFR, Part 3
  - aa) Recycled Products 42 USC §6962

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