



NORTH AMERICA TERMS AND CONDITIONS OF PURCHASE

1. Applicability; Definitions

These North America Terms and Conditions of Purchase (these "Terms") govern all purchase of goods and services made by PMG entities located in North America (United States, Mexico and Canada), irrespective of the location of origin of goods and services purchased by PMG. As used in these Terms, "Order" means any purchase order, release, requisition, work order, shipping instruction, specification, drawing, oral request, and any other associated document issued by PMG in connection with the purchase of goods and services, whether delivered electronically, orally, or via hard copy or facsimile. "PMG" means the PMG entity identified on the Order issued to Supplier. "Supplier" means the person or entity identified on any Order that is responsible for providing goods or services to PMG. Supplier always may access and reference these Terms at <http://www.pmgsinter.com/suppliers.htm>.

2. Offer and Acceptance

These Terms are incorporated into and govern all Orders issue by PMG to Supplier for the supply of goods or services. Issuance of each Order by PMG shall constitute an offer, which PMG may revoke at any time prior to acceptance by Supplier. Supplier shall be deemed to have accepted an Order by expression of acceptance to PMG, issuing a written confirmation, or by shipping goods or commencing the performance of services. Once Supplier accepts an Order, Supplier is strictly bound to comply with all terms of the Order and these Terms. PMG expressly limits acceptance of any Order to these Terms and the terms of the Order. PMG hereby notifies Supplier of its objection to and rejection of any additional or different terms proposed by Supplier. Supplier acknowledges and agrees that only these Terms and the terms of any Order shall govern the purchase by PMG of goods or services from Supplier.

3. Prices; Payment; Taxes

The price for the goods or services shall be set forth on the applicable Order. Supplier shall not at any time sell the same goods or services to a different buyer at prices below those offered to PMG. If Supplier charges a different buyer a lower price for goods or services, Supplier must immediately apply the lower price for the goods or services under the applicable Order. Unless otherwise stated on the Order, PMG shall issue payment to Supplier after receipt of a valid invoice from or delivery by Supplier, whichever is later (the "Invoice Date"), on the following terms: three percent (3%) discount on the invoice amount if PMG issues payment within fourteen (14) days from the Invoice Date, two percent (2%) discount on the invoice amount if PMG issues payment within thirty (30) days from the Invoice Date, and otherwise net sixty (60). All invoices from Supplier shall reference the Order number, state the quantity, type, and amount of goods shipped or services provided, and state price



and payment terms consistent with the Order. Payment by PMG shall not constitute acceptance by PMG of any goods or services supplied by Supplier, nor shall payment relieve Supplier of any obligations it has under these Terms or any Order. Supplier waives its right to payment and the obligation of PMG to pay for goods and services if Supplier fails to invoice PMG for goods or services within one-hundred eighty (180) days after delivery or performance.

4. Delivery; Title and Risk of Loss

Delivery of goods and services shall be made in strict accordance with the delivery and performance requirements set forth in the Order. Time is of the essence with respect to any delivery and performance requirements set forth in the Order, and if expedited shipping is available and necessary to meet a delivery requirement, Supplier shall use such expedited shipping method at its sole cost and expense. Unless otherwise set forth in the Order, delivery of goods by Supplier shall be DDP (Incoterms 2010) PMG's designated location. All bills of lading and other shipping documents shall expressly reference the Order number, and shall set forth the total quantity and type of goods shipped. Notwithstanding the passage of title, risk of loss shall not pass to PMG until goods are unloaded at PMG facilities. PMG shall have no obligation to accept or pay for any goods that are delivered early, late, or in excess of the quantities set forth on the Order.

5. Order Changes; Forecasts

PMG may at any time require Supplier to implement changes to the requirements for goods or to the scope of any services to be provided under any Order. Supplier shall promptly implement any such changes. PMG shall equitably adjust any price or delivery schedule in connection with such changes, provided that within ten (10) days of receiving notice of such change request from PMG, Supplier notifies PMG of any increase in cost to Supplier or lead times arising from such changes and provides to PMG any documentation that PMG requests to substantiate any such increases. In the event that Supplier disagrees with any equitable change made by PMG, Supplier shall continue to perform under the Order, including prompt implementation of any changes, pending resolution of such disagreement. Supplier shall not make any change to the requirements for goods or to the scope of any services provided under any Order without obtaining the prior written consent of PMG.

PMG may provide Supplier with forecasts indicating its future anticipated requirements for goods or services. Supplier acknowledges that any such forecasts are provided for information purposes only, are not binding on PMG, and may change at any time. Supplier acknowledges that forecasts provided by PMG are based on factors outside of the control of PMG, including the requirements of PMG's customers, and therefore Supplier agrees that it will not claim reliance on any forecast, estimate of requirements, or amount set forth in any blanket purchase order, or attempt to hold PMG liable for any materials purchase, capital



expenditure, labor expense, or other cost incurred by Supplier. PMG makes no commitment of any kind regarding any forecasts it provides to Supplier.

6. Requirements; Non-Exclusive Source

Unless an Order expressly states otherwise, any Order issued by PMG that indicates it is a blanket order or otherwise does not expressly state a quantity of goods or duration of service shall obligate Supplier to provide all requirements of PMG for such goods or services set forth in such Order. The requirements of PMG shall be determined solely by releases or requests issued by PMG under such Order. Notwithstanding the obligation of Supplier to provide all requirements of PMG, PMG shall have no obligation to purchase all of its requirements from Supplier or to use Supplier as its sole or exclusive source for any good or service supplied by Supplier. PMG shall be free at all times to obtain goods and services from any other supplier.

7. Performance Disruptions

If Supplier becomes aware of facts that suggest timely performance by Supplier might become delayed, interrupted, or impracticable for any reason whatsoever, including but not limited to labor or employee difficulty, material or supply delays, interruptions, or shortages, a Force Majeure Event, or any other cause (each, a "Performance Disruption"), Supplier shall notify PMG immediately of such Performance Disruption. Each Performance Disruption notice shall identify the cause(s) or anticipated cause(s) of such Performance Disruption, the effect on performance that Supplier reasonably believes that the Performance Disruption will cause, the anticipated duration of the Performance Disruption, and an action plan for minimizing the effect of the Performance Disruption. Supplier shall, at Supplier's sole cost and expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of goods and services to PMG during any Performance Disruption.

8. Service and Replacement

Supplier shall continue to make goods and services available for purchase by PMG to fulfill PMG's and its customers' service and replacement requirements ("Service and Replacement Work") for ten (10) years following the last delivery of goods or services under any Order. The price(s) for Service and Replacement Work during the first five (5) year period after the last delivery of goods or services under any Order shall be the price stated in the last Order issued for such goods or services. Supplier agrees to maintain in good repair and useable condition, at no cost to PMG, all dies, equipment, materials and tooling necessary to perform all Service and Replacement Work.



9. Customer-Required Supply

If a customer of or purchaser from PMG requires that PMG use Supplier for any good or service provided by Supplier, then PMG shall pay Supplier for Supplier goods or services only upon actual receipt of payment by customer for the PMG goods into which Supplier's goods or services are incorporated.

10. Customer Flow-Down

Supplier understands and acknowledges that PMG is bound to certain terms and conditions imposed by its customers and purchasers. Supplier agrees to be bound to any such terms and conditions about which PMG makes Supplier aware to the same extent that PMG is bound to such terms and conditions.

11. Tooling

Supplier, at its sole cost and expense, shall maintain all dies, equipment, molds, and tooling it uses to supply goods or services to PMG ("Tooling") in good working order. To the extent Supplier has possession of any Tooling owned or paid for by PMG ("PMG Tooling"), Supplier, at its sole cost and expense, shall maintain such PMG Tooling in good working order. Supplier shall not use PMG Tooling for any purpose other than performance of Orders issued by PMG. Supplier shall immediately: (a) upon request return PMG Tooling; (b) permit PMG access to Supplier's facilities during normal business hours to inspect PMG Tooling; (c) conspicuously label with placard, engraving, or other appropriate means all PMG Tooling in order to evidence PMG ownership thereof; and (d) shall not permit any lien, claim, or encumbrance to be placed on any PMG Tooling.

12. Warranty

Supplier warrants to Buyer that for a period of forty-eight (48) months from the delivery date (or such later date as customers of PMG shall require from PMG), all goods and services will: (a) be free from any defects in workmanship, material and design; (b) conform to all applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods or services. These warranties are cumulative and in addition to any other warranty provided by law or equity.



13. Recalls

If any goods or services provided by Supplier become subject to any action by PMG, its customer, any third party, or any governmental agency to repair or remove such good or service to correct for reasons related to function, safety, or compliance with laws or regulations (a "Recall"), Supplier shall be liable for all costs, expenses, and losses that PMG incurs related to such Recall. This Recall obligation shall survive any termination of the relationship between PMG and Supplier and the expiration of any warranty provided by Supplier.

14. Remedies

If the goods or services provided by Supplier do not comply with the requirements of any applicable Order or the warranties contained in these Terms ("Defective Supply"), in addition to other remedies available in these Terms, at law or in equity, Supplier shall, at PMG's election: (a) repair or replace such defective goods or services, or (b) credit or refund the price of such defective goods or services plus any incidental and consequential damages, including but not limited to inspection, test, transportation or customer charges incurred or paid by PMG. If Supplier delivers Defective Supply, PMG shall also have the right to obtain cover goods or services from a third party, and to collect from Supplier the difference between the cost of such cover goods or services and the Order price for the Defective Supply, and all incidental and consequential damages related thereto, including but not limited to costs or charges imposed on PMG by its customer. Any return by PMG of Defective Supply shall be at Supplier's expense and risk of loss.

15. Indemnification

Supplier shall defend, indemnify, and hold harmless PMG, its affiliates, subsidiaries, customers, and each other third party to which goods or services are provided, and each of their respective shareholders, members, directors, officers, attorneys, employees, agents, successors and assigns from and against any and all causes of action, claims, liabilities, or losses arising out of or relating to: (a) any breach by Supplier of these Terms or any Order; (b) any defect in or non-compliance with specification of any good or service provided by Supplier; (c) Supplier's negligent or more culpable conduct; (d) any personal injury, death, or property damage arising from the performance by Supplier under any Order, irrespective of whether PMG is alleged to be or is negligent; (e) any Recall relating to the goods or services of Supplier; and (f) any claim that the goods or services provided by Supplier infringe the intellectual property rights of any third party. The indemnification obligations under this Section shall survive any termination of these Terms or any Order. In no event shall Supplier enter into any settlement without PMG's prior written consent.



16. Insurance

During the Term and for a period of sixty (60) months after the last provision of goods or services under any Order, Supplier shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage, subject to the requirements set forth in this Section: (a) Commercial General Liability with limits no less than \$5,000,000 for each occurrence and \$5,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability; (b) Commercial Automobile Liability with limits no less than \$1,000,000, combined single limit for each occurrence involving personal injuries and/or property damage; (c) Product Recall with limits no less than \$5,000,000 per occurrence covering a voluntarily recall by PMG or imposed upon PMG by any customer, third party, or governmental agency.

Supplier shall ensure that all insurance policies required pursuant to this Section: (a) be issued by insurance companies reasonably acceptable to PMG; (b) provide that such insurance carriers give PMG at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; (c) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of PMG shall be excess and noncontributory; (d) name PMG and PMG's affiliates, including, in each case, all successors and permitted assigns, as additional insureds and (e) waive any right of subrogation of the insurers against PMG or any of its affiliates. Upon the written request of PMG, Supplier shall provide PMG with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of Supplier for any obligations imposed under this Agreement (including but not limited to any provisions requiring Supplier to indemnify, defend and hold PMG harmless under this Agreement).

17. Limitation of Liability

IN NO EVENT SHALL PMG HAVE LIABILITY TO SUPPLIER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, CAPITAL EXPENDITURE, RESEARCH AND DEVELOPMENT, ENGINEERING COSTS, FACILITIES AND EQUIPMENT RENTAL OR PURCHASE, LINE MOBILIZATION OR DEMOBILIZATION COSTS, OR ADMINISTRATIVE EXPENSES, WHETHER INCURRED DIRECTLY OR INDIRECTLY BY SUPPLIER, AND IRRESPECTIVE OF WHETHER SUPPLIER MADE PMG AWARE OF SUCH COSTS, DAMAGES, OR EXPENSES. SUPPLIER ACKNOWLEDGES AND AGREES THAT THE TOTAL LIABILITY OF PMG TO SUPPLIER SHALL NOT EXCEED THE PRICE TO BE PAID BY PMG UNDER THE ORDER AT ISSUE.



18. Setoff

PMG may at any time deduct from any payment it owes to Supplier all or any part of any cost, damage, or loss related to any delivery of Defective Supply or other breach by Supplier of these Terms or any Order. PMG will advise Supplier prior to or contemporaneously with its exercise of such setoff or deduction, including to advise Supplier of the basis for such deduction or setoff.

19. Technical Data; Intellectual Property

Supplier shall create, maintain, update, and provide to PMG, in compliance with PMG's requirements, all technical information about the goods and services as reasonably requested by PMG, including, without limitation, the engineering validation and qualification of the goods for production and use and compliance with any legal or regulatory requirements. Such technical information shall not be subject to any use or disclosure restrictions imposed upon PMG.

PMG is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the goods delivered or services provided under any Order, including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") therein. All goods and services provided by Supplier to PMG are "works made for hire" as defined in 17 U.S.C. § 101. If, for any reason, any goods or services do not constitute "works made for hire," Supplier irrevocably assigns to PMG, without additional consideration, all right, title and interest throughout the world in and to the goods and services, including all Intellectual Property Rights therein.

Supplier shall make full and prompt disclosure to PMG of any inventions or improvements made in connection with performance of any Order, whether or not such inventions or improvements are patentable or protected as trade secrets. Supplier shall, when requested by PMG, promptly take such further actions, including execution and delivery of all appropriate instruments, as may be necessary to assist PMG to prosecute, register, perfect, record or enforce its rights in any goods or services. In the event PMG is unable to obtain Supplier signature on any such documents, Supplier hereby irrevocably designates and appoints PMG as its attorney-in-fact, to act for and on behalf of Supplier solely to execute and file any such document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other Intellectual Property Rights related to the goods and services. This power of attorney is coupled with an interest.

To the extent that any pre-existing Intellectual Property Rights of Supplier are contained in the goods or services, Supplier retains ownership of such preexisting Intellectual Property Rights and hereby grants to PMG an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, prepare derivative works based upon, assign, transfer, and sublicense through multiple levels of sublicensees such preexisting



Intellectual Property Rights and derivative works thereof. Except for such pre-existing Intellectual Property Rights Supplier has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any goods or services prepared for PMG under any Order.

Supplier agrees not to assert any claim, including, without limitation, breach of confidentiality or misappropriation of trade secrets, against PMG, its customers, its affiliates, or each of their respective suppliers with respect to any technical information that Supplier disclosed or may disclose in connection with the goods or services provided by Supplier to PMG.

20. Confidentiality

All information of PMG, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, customer lists, or pricing information that PMG discloses or makes available to Supplier, whether orally or disclosed or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is confidential, to be used solely for performing the Order, and may not be disclosed or copied unless authorized by PMG in writing. Upon PMG's request, Supplier shall promptly return all documents and other materials received from PMG. PMG shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party with no obligation to maintain the confidentiality of such information. Supplier is liable for all losses which PMG suffers as a result of a breach of these confidentiality obligations, including losses caused by the employees of Supplier or by any party to which Supplier or any of its employees disclosed or made available confidential information of PMG.

21. No Solicitation of Employees

Supplier understands and acknowledges that PMG has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to PMG, and that in performance of Orders Supplier will become aware of the identities, knowledge, and skills of the employees of PMG. Accordingly, Supplier agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to hire or recruit, or induce the termination of employment of any employee of PMG during the performance of any Order and for one (1) year thereafter. Notwithstanding the foregoing, Supplier shall be free to hire any employee of PMG that responds to a general solicitation for employment made by Supplier that is not specifically directed toward any employee of PMG.



22. Non-Circumvention

Supplier understands and acknowledges that the scope of Confidential Information to be disclosed by PMG will include customer information and business opportunity information about which Supplier would be unaware absent disclosure of such Confidential Information by PMG. Accordingly, Supplier agrees that during the course of any negotiation or business relationship between PMG and Supplier, and for one (1) year after the conclusion of any Order, or the last disclosure of Confidential Information by PMG, whichever is later, Supplier will not induce, influence, encourage, or attempt to induce, influence, or encourage, any actual or prospective customer or supplier of PMG to: (a) engage in a transaction directly with Supplier for products or services competitive with those offered by PMG, or (b) alter or terminate any actual or prospective business relationship with PMG.

23. Term; Termination

These Terms shall remain in effect for so long as any Order is in effect. PMG may provide to Supplier at any time updated terms and conditions of purchase, which shall govern all performance by Supplier after the date of issuance of such updated terms and conditions, irrespective of when the Order was issued by PMG. PMG may terminate for cause any Order or its relationship with Supplier immediately upon (a) breach by Supplier of these Terms or any Order; (b) any voluntary or involuntary bankruptcy petition filed by or against Supplier; or (c) any appointment of a receiver for or assignment for the benefit of creditors of Supplier. PMG may terminate for convenience any Order or its relationship with Supplier upon thirty (30) days prior written notice to Supplier. If PMG terminates any Order its relationship with Supplier for any reason, Supplier shall: (a) promptly cease all work for PMG for such Order or in its entirety, (b) protect any goods or equipment of PMG in the possession of Supplier, and (c) provide such assistance to PMG as is reasonably required to accomplish an orderly and non-disruptive transition of supply to another supplier. If PMG terminates any Order or its relationship with Supplier for convenience, PMG shall: (a) pay the Order price for all goods and services that have been completed and delivered to and accepted by PMG, and (b) purchase from Supplier any work-in-progress which are useable and merchantable, at a price in proportion to the completeness of the work-in-progress and the Order price for such finished goods.

24. Cessation of Supply

Disruptions in PMG's supply chain are deleterious to its business operations and ability to compete. If any Order accepted by Supplier requires performance for twelve months or longer, Supplier shall provide to PMG at least nine (9) months prior to the end of such Order written notice that Supplier does not intend or will not continue to supply goods or services to PMG after completion of such Order. Supplier understands and acknowledges that failure to provide such notice to PMG will cause irreparable harm to PMG's business and customer



relationships. Nothing in this Section gives Supplier any ability to excuse performance under any Order accepted by Supplier. Supplier is contractually committed to perform fully under any accepted Order.

25. Compliance with Laws

The suppliers is requested to comply with the PMG Supplier Code of Conduct and to confirm this by signing the Supplier Declaration.

The supplier is in compliance with and shall comply with all applicable laws, regulations, and ordinances applicable to the goods, services, and business of the supplier. The supplier has and shall maintain in effect all the licenses, authorizations, and permits that it needs to carry out its obligations under any Order. The supplier shall comply with all import and export laws of all countries involved in the sale of goods under this Order. If the supplier engages third parties to fulfil its duties, it shall ensure that any third party complies with the PMG Suppliers Code of Conduct. Any such engagement of any third party is in all events subject to the express prior written approval of purchaser. Neither the supplier nor any person acting on its behalf has violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, and the supplier has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with all applicable laws.

Supplier shall provide to PMG upon request evidence of its continued compliance with this Section. If the supplier does not comply with the principles stipulated in the PMG Suppliers Code of Conduct, purchaser has the right to terminate the contract for good cause with immediate effect.

26. Relationship of Parties

The relationship of Supplier and PMG is that of independent contracting parties. Nothing in these Terms or any Order creates any form of joint venture, partnership, principal-agent, or employer-employee relationship between Supplier and PMG. Supplier has no authority to assume or create any obligation on behalf of or in the name of PMG.

27. Ownership of Tooling

All tooling (including patterns, fixtures, or jigs) paid for by PMG and used by Supplier to perform under any Order is the property of PMG. PMG shall be entitled to possession of such tooling upon request.

28. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under any Order or breached these Terms, for any failure or delay in performance, when and



to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government action, order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement. Within three (3) days of the Force Majeure Event the impacted party shall give notice to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the impacted party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other party may thereafter terminate this Agreement for cause. To the extent force majeure is invoked by Supplier due to circumstances that result in a shortage of goods or services, Supplier shall allocate its reserves of such goods or provision of such services to PMG as is proportionate to PMG's annual volume purchases of goods or services when compared to total annual volume of goods or services sold by Supplier in the United States of America.

29. Miscellaneous

These Terms, all Orders, and the parties relationship are governed by the laws of the state in which the PMG facility issuing the Order is located, excluding the provisions of the United Nations Convention on Contracts for the International Sale of goods and any choice of law provisions that require application of any other law. Each party hereby irrevocably submits to the personal jurisdiction of, and agrees that all disputes arising out of or relating to the relationship of the parties, any Order, or these Terms shall be heard exclusively in the federal and state courts located in or most proximate to the county in which the PMG facility issuing the Order is located.

Should one or more of the provisions of these Terms become invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect. Amendments and additions to these Terms must be in writing (email excluded) and signed by both parties. The failure of PMG to require performance by Supplier shall not affect PMG's right to require such performance at any later time, nor shall the waiver by PMG of a breach by Supplier constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay by PMG in exercising any right or remedy shall operate as a waiver thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of Supplier's obligations under this Contract.

PMG may assign its rights and obligations under this Contract without Supplier's prior consent. Supplier may not assign or delegate its rights or obligations under this Contract without the prior written consent of an authorized representative of PMG.

Supplier shall not, in any manner, advertise or publish that Supplier has contracted to furnish PMG the goods or services or use any trademarks or trade names of PMG in, or on, Supplier's



goods, advertising or promotional materials unless an authorized representative of PMG consents in writing.

PMG has the right, at PMG's expense, to audit and review all relevant documents and information relating to Supplier's performance under any Order. Supplier shall maintain and preserve all such documents and information for a period of five (5) years following final payment under each Order. Supplier shall provide PMG with reasonable access to its facilities and otherwise cooperate and facilitate any such audits by PMG.

Should any conflict arise between an Order and these Terms, the more specific document shall govern. These Terms and any Order issued by PMG hereunder, together with the attachments, exhibits, supplements, or other terms of PMG specifically referenced in any Order, constitute the entire agreement between PMG and the Supplier with respect to the matters contained therein and supersede all prior oral or written understandings, representations, and agreements