

<b>AXIOM GROUP INC. Customer/Supplier Manual</b>	<b>Document No.: AGI-CSM</b>	<b>Revision: 8</b>
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Scope: To clearly define the terms and conditions with respect to business practices between Axiom Group and Axiom Group's customers and between Axiom Group and Axiom Group's suppliers. The business expectations and practices must be followed and agreed upon as defined within this document.

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Introduction:

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Dear Customer / Supplier,

This supplier manual has been created to assist you in understanding your responsibilities as a supplier / customer to Axiom Group Inc. and/or its divisions.

I would like to communicate our commitment and dedication with respect to supply chain management and the mutual co-operation required from all involved parties. Axiom Group Inc.'s philosophy embraces the spirit of continuous improvement, trust and respect which will result in prosperity for our customers / suppliers alike. Our commitment is to provide the best possible products and services at the best possible value on time all the time.

We look forward to a mutually beneficial long-term relationship.

Sincerely:

\_\_\_\_\_  
President

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Approval

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## Acknowledgement Form

Please sign and fax a copy of this form to Axiom Group Inc.'s Purchasing Department. This will indicate that you have received the customer / supplier manual and that you have reviewed the content contained within the manual and agree to the contents within this document. This is a controlled document and revisions will be sent to the main contact as indicated below.

If you have comments, please list them below:

- \_\_\_\_\_  
\_\_\_\_\_

### Contact Information

- Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

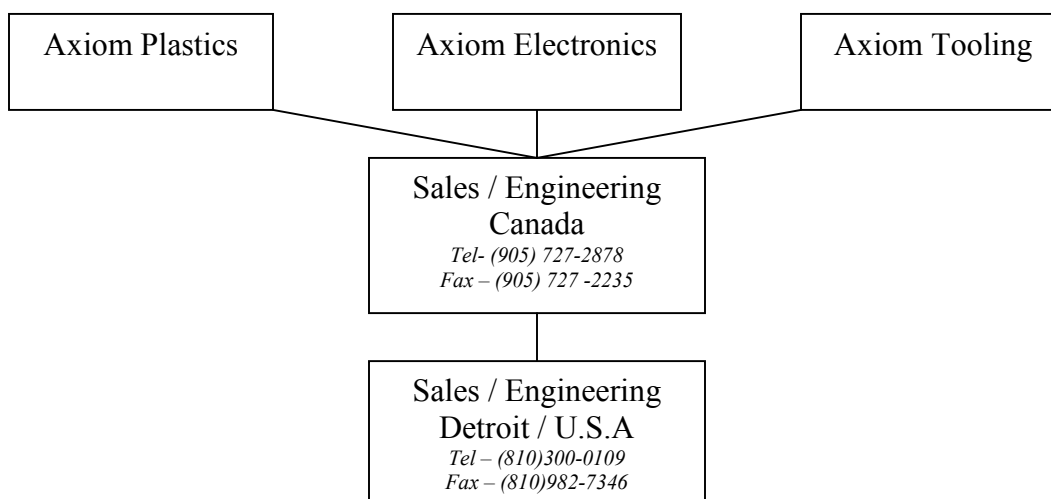
- Authorized Signature: \_\_\_\_\_
- Name and Title: \_\_\_\_\_
- Date Signed: \_\_\_\_\_

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## Axiom Group – Company Overview

### - Personnel Contact Information

- Axiom Group Inc. has the following divisions.
  - Axiom Plastics - Plastics Division (North America)
  - Axiom Italia - Plastics Division (Italy)
  - Axiom Electronics Group - Wire Harness Division (North America)
  - Axiom Tooling - Tooling Division (North America)
- The divisional structure is supported by engineering and sales at the manufacturing site locations with additional support for sales / engineering in Detroit, U.S.A.




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<b>Name</b>	<b>Title</b>	<b>Extension</b>	<b>Phone #</b>
<b>Perry Rizzo</b>	<b>President</b>	<b>103</b>	<b>905-727-2878</b>
<b>Rocco Di Serio</b>	<b>Engineering</b>	<b>101</b>	<b>905-727-2878</b>
<b>Herb Jahn</b>	<b>Sales / Quote Department</b>	<b>102</b>	<b>905-727-2878</b>
<b>Tony La Rosa</b>	<b>Quality Manager</b>	<b>107</b>	<b>905-727-2878</b>
<b>Frank Gallo</b>	<b>Program Management</b>	<b>126</b>	<b>905-727-2878</b>
<b>Ann-Marie Stone</b>	<b>Production Scheduling / Orders</b>	<b>116</b>	<b>905-727-2878</b>
<b>Danny Diaz</b>	<b>Shipping / Receiving</b>	<b>115</b>	<b>905-727-2878</b>
<b>Ganesh Rajasekaram</b>	<b>Electrical – Production Supervisor</b>	<b>111</b>	<b>905-727-2878</b>
<b>Majid Sharifi</b>	<b>Finance Department</b>	<b>124</b>	<b>905-727-2878</b>
<b>Josephine Stellini</b>	<b>Accounts Payable / Receivables</b>	<b>108</b>	<b>905-727-2878</b>
<b>Wayne Bland</b>	<b>Account Manager – U.S.A.</b>	<b>Direct #</b>	<b>810-300-0138</b>
<b>Larry Watkins</b>	<b>Account Manager – U.S.A.</b>	<b>Direct #</b>	<b>810-300-0109</b>

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## Section 1.0 Contract Review

### 1.1 Axiom / Customer Requirements

#### Process Development:

Contract review will be initiated upon the receipt of an initial request for quotation and/or if the requirements within the contract change. Rationale for contract review is as follows:

- Changes from the original part design as quoted
- Changes to the part / component weight
- Changes which effect tolerance
- Changes to quality requirements
- Changes to program volume / production releases
- New engineering requirements / specifications
- Unexpected changes to direct source materials which effect price / quality

#### Clarification of Data:

Axiom will review and identify all customer requirements and expectations as per supplied information through the RFQ process. Where information is unclear the following process will take place:

- Math data is required for part evaluation only. Quotations provided to “math data” are preliminary only.
- Part drawings are required for tolerance review and process evaluation. All quality requirements / engineering specifications must be clearly identified on the drawing. Unless otherwise stated on the part drawing, Axiom reserves the right to use a percentage of resin regrind equal to or less than the resin manufacturer’s recommended guidelines. Quotations can be finalized once receipts of engineering drawings are received. If there are discrepancies with respect to the information provided, the latest revision math model will be the “master” and utilized accordingly.
- Where applicable (automotive contracts), the program life will be based on a minimum four (4) year contract. Specific terms with respect to annual volumes and life of program must be identified; otherwise, the above will apply.
- General industry standards will apply to the manufacturing and quality process. These will govern the general terms and conditions in the contract, unless otherwise noted. Tolerances specified by the customer that are considered to be in the fine tolerance category will need to be validated for capability prior to a commitment by Axiom Group Inc. to achieve and maintain a specific Cpk, Ppk, or PPM index value. This can be assessed during the prototype phase.

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Responsibilities:

The development of new programs requires clear communication with respect to “input” and “output” expectations. It is Axiom’s responsibility to identify the proper process and manufacturing methodology required, given that the “expectation criteria” is clearly defined. It should be noted that where applicable, Axiom will communicate this information through the RFQ process. Changes from original quotations may reflect purchasing / sourcing requirements as directed by customer inputs. It is understood in these cases that Axiom will make decisions based on the information provided by the Purchasing Departments. Therefore, Quality and Engineering expectations should be involved in the process review and manufacturing methodology applied. The following applies to customer direction / information:

- It is understood that for “Take Over” programs the tooling, production information, efficiency rates, quality expectations, maintenance costs, part design, and production piece price are based on the validity and accuracy of the information provided by the respective Purchasing Departments.
- Commercial negotiations are based on the direction, terms, and conditions as set forth by the Purchasing Departments.
- Axiom will utilize PFMEA methodology for internal process evaluation and will identify the risks and failure modes. Axiom’s RPN limit is 150. Since the severity rating is usually communicated by the customer, a failure mode may result in an RPN higher than 150 during the development of the PFMEA (which may occur at a date well beyond the receipt of the customer purchase order). In these cases, Axiom will assess whether an action can be implemented to bring the RPN below 150 without incurring costs greater than those quoted to the Purchasing Department. If not, engineering and quality requirements will be deemed to be beyond the initial contractual agreement. This will be communicated to the Purchasing Department. At this point, the Purchasing Agent will either submit a new purchase order to Axiom to cover the increased costs or renegotiate the engineering / quality requirements within their organization.
- Where material and part design is specified, Axiom will employ “contract manufacturing” methodology. Axiom will not assume liability for product design, fit, form, or function.
- Tooling configurations such as family tools (RH / LH or multiple parts) must be ordered in balanced quantities.
- Where applicable, design engineering solutions will be provided as a service. It is understood that all design engineering services / solutions require proper systems evaluation and PV / DV testing results prior to design utilization. It is understood that these requirements will be performed by the “Systems Engineering Group” for proper evaluation and approval. If required these services can be performed by our firm and costs will be quoted as per the test plan detailed by the customer’s specifications.

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- Axiom will not perform work without the written approval of a purchase order signed by the Purchasing Department.
- Axiom will conform to the ISO/TS 16949 quality system

## **1.2 Axiom / Supplier Requirements**

### Process Development

Axiom will initiate an RFQ to the supplier. The RFQ will provide the terms and conditions for the contract. It is understood that the supplier will review the requirements and will provide all necessary information to Axiom with respect to the cost of part / component manufacturing. Additional requirements will apply as per Axiom procedure called “Contract Services Quotation Specifications” (QWI-4.03-03). Evaluation and/or deviations which are of concern should be clearly communicated in writing to Axiom’s Purchasing Department. Typical details are as follows:

- Tooling costs and timing
- Piece price cost / breakdown
- Maintenance costs
- Technical / engineering review
- Quality review

## Section 2.0 Quality Requirements / Expectations

### **2.0 External Quality Performance Expectations**

It is required that expectations with respect to quality are defined in specific terms. At a minimum, Axiom Group Inc. will always commit to follow and maintain standard industry practices and achieve standard industry expectations. More rigorous quality requirements must be defined during the initial phase of contract review. Refer to Section 1.0 Contract Review for further information. The customer / supplier understands that the manufacturing cost are directly related to the process and output expectations. Therefore, it is the responsibility for the “End Customer” to define the expectations for product / component acceptance. It is understood that a DFMEA and PFMEA assessment will be performed by the end customer prior to the RFQ process. This will identify the associated risks and quality expectations required. This information will be utilized to identify process capability. Where applicable, directed sourcing with respect to part design, material selection, and supplied components will be the responsibility of the Design Engineering Group. Axiom Group Inc. and/or its divisions will not be held accountable for associated failure modes. The following direct inputs will influence quality outputs:

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- Part design
- Material selection
- Manufacturing process
- Tooling configurations (Customer quality expectations and performance criteria must accept a percentage of mixed parts when a family tooling option is exercised.)

Additionally, quality may be classified into two general areas: *Commercial Tolerance Products* and *Fine Tolerance Products*. The product requirements will be further influenced by, but not limited to the following factors:

- Specific maintenance programs
- Material lot variance / behavior characteristics
- Customer driven changes
- Process capability
- Tooling configuration
- Inspection requirements

#### Quality Standards – Zero PPM

“Goal of Zero PPM” / “Expectations of Zero PPM” will be understood to imply the pursuit of defect reduction. This is not understood to be a specification. All customer requirements must be defined in specific terms. If zero defects are required (i.e., customer specification), the customer’s Purchasing Agent will clearly define this requirement in writing. Additionally, the statement of work (SOW) will provide the specific tolerances applied, capability requirements, defect detection methodology, and appropriate technical reviews in order to ensure compliance of expectations. It is also required that the SOW defines the liabilities / costs and all relevant financial impacts associated with the quality failures / expectations specific to each contract. Commercial exposure will be the responsibility of the Purchasing Agent to define. A risk assessment format should be developed by the “end user” (FMEA approach). Defect type, failure mode, and the commercial impacts should be clearly identified. If this is not received, it is understood that normal industry practices will apply. This information will be directly related to the manufacturing / contract review process.

#### Disclaimer:

It is understood that the purchasing and engineering groups understand the following:

- Product requirements
- Method / process of manufacturing
- Relevant process capabilities

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- It is furthermore understood that some primary manufacturing processes (PMP) may have limited process capability. As such, preventive defect methodologies may not apply. The Purchasing Agent must request and understand the detection methodology and limitations with respect to the process and the quality outputs. Where the process has been developed to achieve specific cost targets, it is understood that the Purchasing Agent understands the process changes required to achieve these targets.

## **2.1 Quality Policy for Nonconforming Product**

The quality policy throughout Axiom’s divisions specifies that all nonconforming product will be replaced with certified stock or sorted by Axiom personnel upon receipt of notification. All defective products must be returned with an RMA number. Axiom will provide services to replace the suspect material to the FOB point as specified in the contract. Service charges and chargebacks beyond our direct customer’s facility will not be paid by Axiom. The cost to replace and/or sort a customer’s finished goods will not be paid by Axiom even if the goods are still in the customer’s facility. Axiom will only pay for replacement and/or sorting of Axiom’s raw, unused product. Third party sorting charges will not be paid by Axiom unless authorized by Axiom Group Inc. Additional quality requirements must be agreed upon in writing by Axiom Group Inc. and/or its divisions and the customer/supplier.

The quality of supplier product is not Axiom’s responsibility. Axiom will formally notify a supplier of defective product via a nonconformance report. It is understood that Axiom will make a reasonable effort to contact the supplier via telephone and give them an opportunity to implement containment action such replacing the product or sorting the product at Axiom’s facility. However, Axiom reserves the right to take whatever actions necessary to keep production running and to pass any associated costs to the supplier. An 8D will be required for all supplier nonconformance issues.

## **2.2 Problem Resolution**

All quality issues will be documented once notification has been received. Axiom will utilize the 8D corrective action process where applicable. When required, it may be necessary to involve the customer / supplier for problem resolution and effective closure. Axiom will inform the respective parties of their required participation and will request a response within two business days.

## **2.3 Liability**

Axiom will follow normal industry standards with respect to quality issues. They are as follows:

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- Axiom, upon notification, will implement both short term and long-term corrective actions.
- Return Material Authorization (RMA) will be issued for defective product. Certified replacement stock will be issued to replace defective products.
- All quality issues will be investigated using the 8D methodology. The first 3 steps will be issued within 24 hrs response time. The closure of the 8D will be based on the methods / actions required for resolution. In cases which involve customer direction, the 8D may stay open until resolution can be achieved.
- All quality resolution actions, especially those that have a high economic impact, must be evaluated and agreed upon prior to implementation.
- Axiom does not absorb costs associated with third party sorting, product liability costs, and/or finished assembly replacement costs unless prior contractual agreements have been defined as such.
- Any or all actions directed by the Purchasing / Quality Departments will be held accountable with respect to cost and will not be limited to rework charges, sorting charges, or changes to the manufacturing process. If upon review the quality concern is not the responsibility of Axiom Group Inc. or its divisions, the costs will be invoiced for payment.
- Where the process has been developed to achieve specific cost targets, it is understood that the purchasing group will be accountable for the direction of the process and the output expectations.
- Tooling configuration such as family tools will lead to mixed parts / mislabeling issues.
- Increased tool complexity (increased cavitations) will result in diminished process capability and should be identified accordingly.
- Variables inherent in the process will be outside the controllable limits with which Axiom can be held accountable.

## Section 3.0 Engineering Services / Product Development

### **3.1 Axiom Group NDA**

Axiom will issue a non-disclosure agreement when product / process development has been initiated.

### **3.2 Proprietary Rights**

It is understood that during product / program development financial investments may be required on the part of Axiom Group Inc. and/or its divisions in order to develop commercial solutions. Subsequently, Axiom retains all rights, trade secrets, and intellectual property for the developments in which the company has made investments. These developments will remain the property of Axiom Group Inc. and will provide limited rights of use specific to contract requirements.

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Unauthorized use of the designs / processes developed by Axiom will be in breach of the agreement set forth.

### 3.3 Confidentiality Agreement

All information as it relates to, but not limited to design, engineering, specifications, manufacturing process, manufacturing assembly techniques, production techniques, and commercial information will be deemed as confidential and will be treated as such unless prior written consent has been received by Axiom Group Inc.'s Senior Management.

## Section 4.0 Prototype Requirements

### 4.1 Terms and Conditions

All prototype orders will follow the following terms:

#### Tooling Terms

- 50% payment - issued with P.O.
- 50% payment - net 30 days

#### Production Requirements

- Limited dimensional inspection - 10 characteristics (maximum)
- Minimum 2 week lead time for additional orders

#### Commercial Requirements

- 2% per month late payment charge will apply to overdue receivables
- Axiom retains ownership of tooling / fixtures until full payment has been received and outstanding invoices have been resolved.

## Section 5.0 Production Requirements

### 5.1 Terms and Conditions

All production orders will follow the following terms:

#### Tooling Terms

- First 1/3 payment - issued with P.O.
- Second 1/3 payment - upon receipt of first-off parts
- Third 1/3 payment - net 30 days

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Production Requirements

- Dimensional inspection - Level 3 PPAP for initial submission only
- For plastic injection moulded parts, minimum 3 week lead time for production orders less than or equal to 20% of average shipment quantity of the latest quarter.
- For plastic injection moulded parts, minimum 6 week lead time for production orders greater than 20% of average shipment quantity of the latest quarter.
- For insert moulded parts, minimum 6 week lead time for production orders less than or equal to 20% of average shipment quantity of the latest quarter.
- For insert moulded parts, minimum 10 week lead time for production orders greater than 20% of average shipment quantity of the latest quarter.
- For wire harness assemblies, minimum 4 week lead time for production orders less than or equal to 20% of average shipment quantity of the latest quarter.
- For wire harness assemblies, minimum 8 week lead time for production orders greater than 20% of average shipment quantity of the latest quarter.
- Family tooling configuration (RH / LH or multiples parts) – Must be ordered in even quantities.
- Production releases must be ordered in multiples of a bin quantity and at a minimum quantity as agreed upon at the contract review stage.

Commercial Requirements

- 2% per month late payment charge will apply to overdue receivables
- Axiom retains ownership of tooling / fixtures until full payment has been received and outstanding invoices have been resolved.

Section 6.0 Late Payments

**6.1 Notification Policy**

The Finance Department will notify the Accounts Payable / Purchasing Department of overdue receivables via email or hard copy. Notification will be issued in three steps.

- Phase 1 – Written notification identifying amount overdue.
- Phase 2 – Written notification requesting receipt of payment within 3 business days.
- Phase 3 – Written notification of stop shipment of product / services.

**6.2 Interest Charges / Service Charges**

Standard interest charges will be applied at a rate of 2% per month. Axiom reserves the right to change the rate accordingly. Minimum service charges may apply for additional paperwork if required.

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It is understood that payment will be received within 3 business days from the time of notification. Standard late payment charges will apply to all overdue payments.

## **6.2 Stop shipment Policy**

It is understood the product and services are based on the payment terms as specified in the contract. Axiom reserves the right to request payment in a timely manner. If payment has not been received for products or services rendered, Axiom reserves ownership for said product and reserves the right to stop shipment of additional product and services without liability.

## **Section 7.0 Cancellations of Contracts**

### **7.1 Terms and Conditions for Cancellation**

Cancellation of contracts must be received in writing to Axiom Group Inc.'s head office to the attention of the Finance Department. The cancellation request must identify the following:

- Terms of cancellation
- Reason
- Date of notification
- Contact information.

### **7.2 Cancellation Costs**

Costs associated with contract termination will be forwarded to the contact individual identified in the cancellation notification letter. It is understood that all costs will be identified and paid within 30 days of receipt. Costs associated with cancellation are, but not limited to the following:

- Engineering services and development charges
- Outstanding invoices for tooling / fixtures / gauges
- Capital investment initiated specifically for the contract
- Program / project related development costs
- Changes to overhead / fixed and burden rates
- Expansion costs
- Equipment purchases
- Material restocking fees and/or obsolescence
- Open commercial issues

### **7.3 Payment Terms**

Payment is required within 30 days of the final invoice. Standard late payment charges will apply to all overdue accounts. Axiom reserves the right to withhold all chattels, equipment, materials, tooling, and fixtures until payment is received in full.

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## Section 8.0 Rights and Obligations

- 8.1 Axiom reserves the right to request payment for goods and services provided in good faith. Axiom assumes no liability for production losses, downtime, and of financial impacts with respect to stop shipment and late payment. Furthermore, commercial issues that have not been included in the original contract will be deemed as void and without merit.

## Section 9.0 Liabilities

- 9.1 Axiom expresses limited liability with respect to product liability, design, and quality / warranty costs. Requirements with respect to liability must be defined within the contract in detail. All product liability insurance, costs, and/or exposure will be identified and quoted additionally as required.

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