

DECORATIVE PAINT INC



Customer Term and Conditions

FPV / APV – DP11 submits all quotations / bids based on communicated Financial Planning Volumes and or Actual Planning Volumes. Capacity and Financial structures are calculated against FPV/APV provided during the bidding process and directly impacts values, profitability, costing and projections for the program/ as well as impacting other and unrelated programs. The communicated volumes impact line time availability for planning by DP11. These numbers will be monitored throughout the life of the program. Customer / Supplier agrees that when material swings in these communicated volumes (+/- 15%) occur over a 60 day period DP11 will and Customer /Supplier will be mandatorily bound and subject to the Resubmitted bid forwarded by DP11 by any means communicated for the project/program. DP11 will submit this bid and require commercial action within 30 days of communication, requiring customer to submit an immediate revised purchase order conforming to the adjusted pricing.

Premature exiting of business. As a supplier partner DP11 maintains committed capacity for our customers and ensures resources will be available to support. Premature program termination (without 90 day notice) must be addressed commercially via replacement business or loss of line time charges at least equivalent to the remaining program life, of similar goods and materials with profit margins equal or exceeding the program exiting DP11.