

MPI PRODUCTS LLC

(“Buyer”)

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope and Acceptance

(a) These General Terms and Conditions of Purchase (“Terms”) automatically apply to and are a part of all written and oral purchase orders and amendments thereto issued by Buyer (collectively referred to as “Order”). The Terms also automatically apply to requests for quotations and requests for proposals. All goods and services (whether or not ancillary to a sale of goods) such as production and service parts, raw materials, equipment, tooling, engineering and design only, to be provided under an Order are included in the term “Goods.”

(b) An Order for which written confirmation is requested may be accepted only by returning a copy thereof signed by Seller (defined in Section 29 below) within seven (7) days of its date. However, Buyer may elect to consider Seller's oral acceptance, Seller's preparation to provide the Goods, or Seller's delivery of the Goods, as an acceptance of an Order and its terms (and of no other terms) and enforce an Order. Buyer objects to any additional or contrary terms in a quotation, acceptance, or other communication from Seller and only the terms herein shall be binding upon the parties. An Order is not a firm offer and may be revised prior to acceptance. No objection to the Terms or reservation of rights by Seller shall be effective.

(c) An Order does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal. Reference in an Order to any such offer to sell, quotation, or proposal shall not constitute an addition to or a modification of any of the terms and conditions of an Order, except that a specific item of an offer to sell, quotation or proposal referenced and adopted by Order shall be included in an Order without adopting any other portion of the offer to sell, quotation or proposal. TERMS AND CONDITIONS IN AN ATTEMPTED ACKNOWLEDGMENT OF AN ORDER OR OTHER DOCUMENT INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF AN ORDER ARE NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING, AND BUYER HEREBY OBJECTS THERETO. No course of performance or dealing by the parties shall be construed to waive, modify or otherwise adversely affect Buyer's rights.

(d) Providing a purchase order number does not constitute an offer or contract for sale, but only a statement of present intent to issue an Order. Issuance of an Order does not constitute an obligation or evidence of an obligation of Buyer to continue to purchase Goods from Seller after expiration of an Order, although Seller may have an obligation of continued supply as provided in an Order. Seller acknowledges Buyer has no such obligation unless contained in a binding written agreement signed by Buyer.

(e) Issuance of an Order for specific Goods such as product design or tooling for example, is not a commitment to issue an Order for other Goods such as production parts for example. Issuance of a letter of intent or other notice stating Seller has been selected as the intended supplier of Goods does not obligate Buyer to issue an Order for such Goods or purchase such Goods.

[(f) An Order shall also include provisions applicable to Buyer's purchase of Goods, which may be found on Buyer's supplier website. Such provisions may include amendments to these Terms and other obligatory instructions to Seller. The version of these Terms in effect and published on Buyer's supplier website or on Buyer's general website as of the date of an Order or any renewal shall be the applicable Terms to such Order.]

(g) From time to time, Buyer may issue forecasts of its anticipated requirements of Goods. The parties acknowledge that any forecast is an estimate only and is subject to change at any time. Seller will not manufacture Goods or procure raw materials in excess of that required to fill Buyer's firm releases, unless earlier procurement (not to exceed 2 weeks fabrication, 4 weeks raw material for forecasted requirements) is necessary to maintain orderly supply. Seller shall reserve enough production capacity for Buyer's estimated annual requirements plus an additional 20% to cover any unforeseen requirements. Seller should also use its best efforts to make additional capacity available should the need arise.

(g) Unless the Order expressly states that Seller shall produce one hundred percent (100%) of Buyer's requirements for Goods, Buyer shall have the right to obtain a portion of such Goods from another source.

2. Prices, Payment and Audit

(a) Seller shall furnish the Goods at the prices in an Order. Unless otherwise specified, all prices are in U.S. dollars and Buyer's designated F.O.B. destination (place of delivery). **[Seller warrants that the prices for the Goods are no less favorable than those extended currently or during the 12 months immediately preceding an Order to any other customer of Seller for the same or similar goods in similar quantities.] [Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Seller to its best customers.] [If Seller reduces its prices for similar goods to below prices in an Order, Seller shall reduce the price to Buyer to the same price.]** Seller warrants that the price in an Order shall be complete, and no additional charges of any type shall be added for any reason without Buyer's express written consent, including but not limited to, current or increased costs of materials, labor or transportation, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Seller shall submit invoices, in duplicate, which include Seller's supplier number, date and number of Buyer's Order, Seller's tax identification number, the date, place, and quantity of each delivery, and other information requested by Buyer. When Seller has the legal obligation to collect taxes, the appropriate amount shall be invoiced to and paid by Buyer unless Buyer provides Seller with a valid tax exemption certificate authorized by the appropriate taxing authority. All duties, taxes, and any other items which Buyer may specify shall be separately listed on invoices. All cash discounts shall be computed from the date of receipt by Buyer of a final correct invoice or receipt of the Goods, whichever occurs later. Cash discounts shall be based on the full amount of invoice, less freight charges and taxes if itemized separately on the invoice. Correct invoices must be received by Buyer at least 10 days prior to the cash discount payment date. Delay in receiving invoices or Goods is considered good cause for withholding payment and shall extend the cash discount period.

(b) Buyer shall pay for Goods on a Net Settlement Basis of all accounts of Seller arising from the Orders and other agreements Seller has with Buyer. "Net Settlement Basis" means that, unless prohibited by law, Buyer may reduce, set off and recoup against Buyer's accounts payable to Seller any amounts for which Buyer determines in commercial good faith Seller or any affiliate is liable to Buyer or any affiliate of Buyer under any Order or other agreements with Seller or any affiliate. Buyer

may do so without notice to Seller. An “affiliate” means, with respect to a specified person or entity, a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified person or entity. For purposes of this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means (a) the possession, directly or indirectly, of the power to vote 25% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person or entity, by contract or otherwise or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a person or entity or a person or entity that controls such person or entity. In addition to the foregoing, if the specified person or entity is an individual, the term “affiliate” also includes (i) the individual’s spouse, (ii) the members of the immediate family (including parents, siblings and children) of the individual or of the individual’s spouse and (iii) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals.

(c) Seller warrants prices for tooling, special equipment and other special items required specifically for an Order, which are disclosed in quotations or otherwise, shall be Seller’s net cost after all discounts, rebates and other benefits, whether the prices are to be separately paid by Buyer or amortized by Seller in the price for Goods.

(d) Buyer may at any reasonable time send its authorized representatives to examine all pertinent documents and materials in the possession or under the control of Seller relating to any of Seller’s obligations under an Order or any payments requested by Seller pursuant to an Order. Seller shall maintain books and records relating to an Order for a period of two years after completion of final delivery of Goods pursuant to an Order.

(e) If Goods will cross an international border, Seller shall provide a commercial customs invoice as required for customs clearance. The invoice shall be in English, or destination country specific language, and shall include contact names and phone numbers at Buyer and Seller who have knowledge of the transaction; Buyer Order number, Buyer Order line item, release number (in the case of a Blanket Order), part number and detailed description of the merchandise; unit purchase price in currency of the transaction; quantity; INCOTERM and named location; and country of origin of the Goods. In addition, all materials provided by Buyer to Seller for the production of Goods not included in the purchase price must be separately identified on the invoice (e.g., consigned material, tooling, etc.). Each invoice must also include the applicable Order number or other reference information for any consigned materials and shall identify any discounts or rebates from the base price used in determining invoice value.

3. Quantities and Blanket Order

(a) If an Order is described as a “Blanket” Order or in some other manner which indicates Buyer’s obligation to purchase is limited to those Goods and quantities in releases or other written delivery instructions from Buyer (“Blanket Order”), the quantities and delivery dates in the Order are not binding on Buyer, and Buyer’s obligation to purchase the Goods is expressly contingent upon the issuance of a release or other written delivery instructions (“Releases”) by Buyer identifying the Goods and quantities to be purchased and providing delivery directions. All Orders for production services, materials and components are presumed to be Blanket Orders. As to such an Order, Seller shall not fabricate or assemble any Goods, procure required materials, nor ship any Goods, except to the extent specifically authorized by the Order or by written Releases. Seller shall maintain at its expense and risk

components, materials and finished Goods necessary to assure a continued supply of Goods at the latest design level. Subject to change by Buyer's Releases, Seller is authorized to fabricate and assemble up to four weeks of finished Goods and acquire up to an additional eight weeks of component and materials inventory based on Seller's latest Releases. Releases may be modified by Buyer at any time to the extent not contrary to specific terms of the Order. Buyer shall be obligated only to purchase Goods and those components and materials fabricated or acquired by Seller in reliance on a Release that establishes a firm or fixed quantity. Buyer may temporarily suspend delivery or modify delivery dates for fixed or firm quantities. Forecasts and planning advisories are not Releases and may not be relied upon by Seller. Buyer may return overshipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Releases are included in the term "Order". Buyer has and/or will rely upon Seller's obligations to sell under an Order, and the obligation of Seller to sell under the prices and other terms of a Blanket Order continues during the period covered by the Order and thereafter for a reasonable time at the prices in effect at the end of such period after written notice by Seller that it will no longer supply under such prices so that Buyer may resource supply of the Goods. The inclusion in an Order of prices for periods beyond the term of any firm period of commitment in an Order obligates Seller to accept a new or renewed Order at such prices but is not an implied extension of any commitment of Buyer to purchase.

(b) A reference in a Blanket Order to a quantity is an estimate based upon information from Buyer's customer and is not a guarantee of the quantity to be purchased. The inclusion in an Order for tooling or other Orders for non-production Goods is for a warranty of performance of the Goods and is not a guarantee of the issuance of an Order for Goods or for a quantity of Goods to be ordered. A reference in an Order to a minimum or maximum quantity of Goods is a warranty by Seller of its commitment to maintain the indicated production levels, and is not a guarantee of a quantity of Goods to be ordered.

4. Directed Supplier Relationship

If an Order derives from a supplier relationship between Seller and Buyer directed or required by the original equipment manufacturer or higher tier supplier ("Directing Customer"), Seller shall comply with all provisions of the Order plus the terms and conditions of the Directing Customer relating to the Goods. **[At Buyer's request, Seller shall negotiate performance, pricing, quality, warranty and other contract issues relating to the Goods with the Directing Customer to assure that the Directing Customer's requirements are adequately developed, described, and met.]** Upon Seller's written request, Buyer shall pass through to Seller those non-financial commercial terms which Seller negotiates with the Directing Customer regarding the Goods, provided such commercial terms are also provided and granted to Buyer and do not adversely affect Seller. Seller is solely responsible to provide in writing all information relating to the Goods including, for example, the Goods' design and performance (as approved by the Directing Customer and Buyer), design for interface of the Goods within Buyer's products, testing data and reports, tooling requirements and timing, and other matters which could affect Buyer's use of the Goods and performance of its obligations to provide, directly or indirectly, products to the Directing Customer. Other than for changes to the terms and conditions of purchase of the Directing Customer granted to Buyer and Seller, Buyer may also require Seller to comply with the Directing Customer's terms and conditions of purchase and these Terms, and to the extent there is a conflict to the provisions which Buyer elects to apply.

5. Delivery, Documentation and Marking

(a) Delivery must be on the date indicated, if any, and otherwise as requested by

Buyer. If an Order is identified as a Blanket Order or if no delivery schedule is provided, deliveries are to be made only in quantities and at times specified in Releases. Buyer shall have no liability for payment of Goods delivered to Buyer in excess of quantities specified in an Order or in Releases. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments without additional charge. Time is of the essence as to delivery.

(b) All Goods shall be delivered clean and ready for further processing.

(c) All shipping, drayage, demurrage, storage, insurance, export and import duties, packing, and related charges shall be paid by Seller. If Buyer is specifically responsible for such charges according to the terms of an Order, they shall be prepaid by Seller, and then billed to Buyer.

(d) All Goods shall be suitably packed to avoid damage, marked and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof and to increase the likelihood Goods arrive in good condition at the final destination. No additional charge shall be made to Buyer for packaging or shipping. Packing slips identifying the purchase order number, release number and part number must accompany each shipment in an envelope marked "Packing slip enclosed".

(e) Seller shall mark each package with an Order number, and where multiple packages comprise a single shipment, each package shall be shown on packing slips, bills of lading, and invoices. If Buyer is obligated to pay for shipping, Seller shall pay for all extra charges incurred because of Seller's failure to follow Buyer's shipping instructions, including those related to delivery schedules, whether or not Seller's liability for general damages is excused under other provisions of an Order.

(f) Seller shall describe the Goods on the bill of lading or other shipping receipt and route shipments in accordance with instructions issued by Buyer, if any.

(g) Seller shall mark Goods, packaging, and packing as instructed by Buyer and in otherwise accordance with the standards of the Uniform Commercial Code **[and Automotive Industry Action Group ("AIAG").]** Markings shall be in English, **[AIAG format bar code including completed fields for part number, container quantity, shipping date, and a unique serial number, and such other form as determined by Buyer.]**

(h) Seller shall pay all express and other charges necessary to speed delivery to enable Seller to meet the delivery schedule. Seller shall ship all late shipments by express or other priority methods of delivery at its expense as requested by Buyer.

(i) Seller shall be responsible for the cleaning, replacement and repair costs of any reusable dunnage, delivery cartons or other materials delivered to Seller by Buyer.

(j) Seller shall provide all packaging and documentation in compliance with the law of all countries of shipment, routing, and destination.

(k) Whether or not the Goods will be provided in multiple deliveries, the Order is for a single contract.

(l) Seller shall comply with C-PAT and other U.S. government programs to improve security and the movement of goods through U.S. Customs.

6. Risk of Loss and Title to Goods

(a) All shipments are at the risk of Seller until receipt at the final destination, regardless of the F.O.B. point unless otherwise assumed by Buyer in writing. If risk of loss is assumed by Buyer, all risk casualty insurance for replacement value must be provided by Seller for the benefit of Buyer. The cost of any insurance shall be paid by Seller unless otherwise agreed in writing by Buyer. Under no condition will the risk of loss be that of Buyer unless such insurance is provided. Risk of loss shall not be governed by transfer of title.

(b) Title to all Goods shall vest in Buyer the earlier of (i) the date of shipment of an Order or (ii) such Goods' identification to an Order. Identification shall occur not later than the date Seller acquires or begins manufacture of the Goods. Buyer's obligation to pay for Goods is limited by terms of the Order.

7. Samples and Specifications

(a) Seller shall comply with all requirements necessary to complete timely Buyer's, Buyer's Customer's and original equipment manufacturer's production part approval process as adopted from time to time ("PPAP"). Seller shall, without cost to Buyer, deliver sample parts required by Buyer for testing and inspection, including without limitation, the PPAP. Seller shall inspect such samples before delivery and shall certify inspection results in the manner requested by Buyer. Seller shall not begin the manufacture of Goods for production prior to the satisfactory completion of PPAP procedures of Buyer, its Customer (defined in Section 8 below), and the original equipment manufacturer. Seller shall not make any changes in the materials or manufacturing process with completion and approval of a Level 3 PPAP.

(b) Buyer reserves the right at any time to make changes in quantities, drawings, specifications, testing or quality control, packing, shipment, scope of work and other terms of an Order. The specifications shall include those in an Order and any statement of work or statement of requirements issued by Buyer or its Customer. Any purported change shall be binding on Buyer only if made in a writing signed by Buyer. Any difference in price or time for performance necessarily resulting from such changes shall be adjusted, and an amendment to the Order shall be provided by Buyer in writing, if Seller makes demand for such adjustments and delivers all supporting documentation within 10 days of receipt of Buyer's written notice of change. Time is of the essence for such demand. Notwithstanding anything to the contrary, the price shall be adjusted solely to compensate Seller for increased costs of materials and other direct production costs (excluding overhead and profit) necessarily incurred as a result of the changes and the terms for performance shall be adjusted only for the period actually required to comply with the changes. Seller may not substitute materials or change the specifications of the Goods in any way without written authorization from Buyer. Seller shall diligently perform all changes while its claim is being evaluated and during any period of dispute regarding requested adjustments.

8. Quality, Development and Inspection

(a) Seller shall, at Seller's cost, participate in any supplier quality and development programs and comply with all quality requirements and procedures specified by Buyer from time to time, including ISO 9001, ISO/TS 16949, and QS-9000, as each is modified from time to time or similar standards applicable to the Goods as specified by Buyer. **[Seller acknowledges that Buyer is ISO/TS**

16949 certified and agrees to take actions reasonably requested by Buyer to assist Buyer in maintaining its certification.] Seller shall comply with Buyer's quality system requirements located at www.mpi-int.com and additional requirements upon which both parties mutually agree in writing. Seller acknowledges and understands that such quality system requirements may be periodically updated, revised and amended and that is Seller's obligation to comply with the quality system requirements at all times. Buyer may inspect the Goods in process and Seller's facilities at reasonable times, but such inspection or approval shall not constitute acceptance of the Goods or a waiver to insist on strict performance. Seller shall design and manufacture the Goods to be suitable for installation and use in the product to be sold to the end user.

(b) All Goods shall be received subject to right of inspection and rejection by Buyer and its Customer. Buyer may rely on Seller's obligations and is not required to inspect the Goods prior to use. In addition, Buyer and its Customer shall have a reasonable time, but not less than fourteen (14) days after delivery, to inspect delivered Goods prior to accepting the Goods. Defective Goods and Goods otherwise not in conformity with Buyer's specifications or an Order will be held pending Seller's instructions at Seller's risk and expense and, if Seller so directs, may be returned at Seller's expense; provided, if Seller fails to provide written instructions within seven (7) days of notice, Buyer may return the Goods freight collect or otherwise dispose of them at Seller's expense. Goods returned as defective or nonconforming shall not be returned to Buyer or replaced without Buyer's approval and may, at Buyer's option, constitute a reduction in quantity of Goods Buyer may be obligated to purchase. Payment for the Goods prior to inspection shall not constitute an acceptance thereof or waive Buyer's right to revoke acceptance. Acceptance, whether or not it has been revoked, shall not release Seller's responsibility for defects, non-conformities, warranty, or other claims.

(c) All Goods (which term includes for this Section, without limitation, raw materials, components, intermediate assemblies, end products, tooling and accessories) shall be subject to inspection and test by Buyer, its "Customer" (which term includes, without limitation, Buyer's immediate customers, Direct Customers, subsequent original equipment manufacturers and end-users) and federal and state governments, at all times and places to the extent practicable, and in any event prior to final acceptance by Buyer and its Customer.

(d) If any inspection or test is made on the premises of Seller or its supplier, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Seller or its supplier shall be performed in such a manner as not to unduly delay Seller.

(e) Seller shall provide and maintain an inspection and process control system acceptable to Buyer and its Customer covering the Goods. Records of all manufacture, testing and inspection by Seller of the Goods shall be kept complete, separate and available to Buyer and its Customer during the performance of an Order and for such longer periods as may be specified in an Order, but not less than ten (10) years after the last delivery of the Goods to Buyer.

9. Safe Use

Seller shall provide with the Goods, in English and in writing, all information necessary for the safe installation, use, maintenance and repair of the Goods and to maximize the efficient use and useful life of the Goods. Prior to and with the shipment of the Goods, Seller shall furnish to Buyer sufficient warning and notice in writing (including material safety data sheets and appropriate labels on the Goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the Goods,

together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees, how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Buyer. If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct, in addition to standard material safety data sheets: (a) a list of all ingredients in the Goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients.

10. Electronic Data Interchange

Seller shall, at Buyer's request and Seller's expense, connect to Buyer's electronic data interchange ("EDI") system. All transactions initiated under EDI shall be governed by the terms contained in Buyer's transmissions, except that standard terms and conditions which may be a part of Buyer's EDI system shall be supplemented by, and superceded to the extent inconsistent with, the terms of these Terms. A transmission shall be deemed signed if it contains the name of the individual authorizing the transaction and is otherwise in accord with authentication and other provisions of Buyer's EDI system.

11. Confidentiality and Intellectual Property

(a) At all times prior to, during, and after an Order, Seller shall (i) maintain the confidentiality of any information disclosed by Buyer or any of its parents, subsidiaries, affiliates, customers, and contractors, including but not limited to any technical, process or economic information derived from drawings, specifications and other data furnished by Buyer in connection with an Order, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of an Order; and (iii) not use Confidential Information except for performance of an Order. Seller shall immediately notify Buyer of any disclosure of any Confidential Information that is not permitted by these Terms or other misuse of any Confidential Information or breach of these Terms. Confidential Information does not include information that (a) was or becomes generally available to the public other than as a result of a disclosure by Seller; (b) becomes known to Seller through disclosure by sources other than Buyer or any of its parents, subsidiaries, affiliates, customers, and contractors, having the legal right to disclose such Confidential Information; (c) has been independently developed by Seller without access to or use of the Confidential Information, as shown by written records of Seller; or (d) is required to be disclosed by Seller to comply with application laws or governmental regulations, provided that Seller provides prior written notice of such disclosure to Buyer and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. Except as required for the efficient performance of an Order, Seller shall not use such Confidential Information or make copies or permit copies to be made of such Confidential Information without the prior written consent of Buyer and may not sell to any third party any Goods which are constructed with or incorporate any information, including, without limitation, Confidential Information disclosed to Seller, or reverse engineered from the Goods. If any copies are made with prior consent, notice referring to the requirements of this Subsection shall be placed on the copies. Without limiting the direct liability of Seller's employees and others who may have received Confidential Information directly or indirectly from Seller, Seller shall be responsible for the improper disclosure or other misuse of Confidential Information by Seller's employees and others in privity with Seller, and Seller shall immediately take such steps as may be necessary to terminate any continuing improper disclosure or misuse by any of Seller's employees and others of which Seller becomes aware. Seller acknowledges that disclosure or improper use of the Confidential Information will cause the Buyer immediate and irreparable harm. Without limiting the following, Seller agrees that Buyer will be entitled to equitable

relief in addition to any other remedies available to it without the necessity of posting a bond. Buyer makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Buyer may, at its sole discretion, elect at any time, by written notice to Seller, to terminate Seller's further use of Confidential Information for any purpose. Upon receipt of such notice, Seller shall, and shall cause Seller's employees and its subcontractors to, promptly cease all further use of Confidential Information, return to Buyer all physical materials containing Confidential Information, whether the materials were originally provided by Buyer or copied or otherwise prepared by Seller or any of Seller's employees, and erase or otherwise destroy any Confidential Information kept by Seller or any of Seller's employees in electronic or other non-physical form. Such termination by Buyer shall not affect Seller's continuing obligations in this Subsection.

(b) Any knowledge or information disclosed by Seller or on its behalf to Buyer, its affiliates or contractors, which in any way relates to an Order, shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information, and shall be acquired by Buyer, free from any restrictions (other than a claim for patent infringement), as part of the consideration for an Order.

(c) Seller shall investigate and defend or otherwise handle every such claim made pursuant to Sections 14 (a)(iv) and/or (v), and at Buyer's request, assist Buyer in Buyer's investigation, defense, or handling of any such claim. Seller shall pay all expenses and damages or settlement amounts that Buyer and others selling Buyer's products or using the Goods of an Order may sustain by reason of each such indemnified claim in accordance with Section 14(a). If the use or sale of the Goods is enjoined, Seller shall, at its own expense and at Buyer's option, either: (i) procure the right to continue using the Goods; (ii) replace same with a non-infringing equivalent; or (iii) remove the Goods and refund the purchase price and the transportation and installation costs thereof. Seller's obligations shall apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller.

(d) As between Seller and Buyer and to the extent permitted by law, all right, title and interest, including without limitation copyright and any other intellectual property rights, in and to any work product produced or developed by Seller in the performance of an Order ("Deliverables") shall be deemed a "work for hire" within the meaning of Title 17 of the United States Code (the Copyright Act) and shall be the property of Buyer. To the extent Deliverables are not works made for hire under the Copyright Act, Seller hereby grants, transfers and assigns any and all rights, title and interest in and to all copyrights and rights under copyright, moral rights, or any other intellectual property rights arising from or related to the Deliverables to Buyer without any further consideration. In the event that Buyer is unable, for any reason whatsoever, to secure Seller's signature on any document or instrument necessary to effectuate the intent of this subsection, Seller hereby irrevocably designates and appoints the Buyer and its duly authorized representatives as Seller's agent and attorney-in-fact to act for and on Seller's behalf and to execute and file, and to take all further actions, as may be necessary or convenient to effectuate the intent of this subsection, with the same legal force and effect as if executed by Seller.

(e) Seller shall promptly inform Buyer in writing of the full details of all inventions, discoveries, concepts, and all copyright material, ideas, information and improvements relating to the Goods or Buyer's business ("Developments"), whether patentable or not, including, but not limited to: hardware and apparatus, processes and methods, designs, formulae, computer programs and techniques, as well as any improvements and related knowledge, which Seller conceives, develops, makes, contributes to or reduces to practice (whether alone or jointly with others) while developing or supplying Goods. Seller hereby grants, an irrevocable, fully paid-up worldwide license to make, sell, offer for sale, import, use, distribute, display, copy, publish, create derivative works, perform and exploit the

Developments (with the right to sublicense), to Buyer or Buyer's designee, all Developments; all intellectual property rights, including, without limitation, trademarks, copyrights and mask work rights in Developments, and all patent applications filed and patents granted on any Development, including those in foreign countries, necessary or convenient to the use, sale, offer for sale, import or manufacture of the Goods, or any improvements or derivatives. Seller shall execute any papers and take such further actions as Buyer may consider necessary or helpful to obtain, maintain, defend and enforce patent, copyright, trademark or other intellectual property rights, and all related expenses shall be paid by Buyer. In the event that Buyer is unable, for any reason whatsoever, to secure Seller's signature on any document or instrument necessary to effectuate the intent of this subsection, Seller hereby irrevocably designates and appoints the Buyer and its duly authorized representatives as Seller's agent and attorney-in-fact to act for and on Seller's behalf and to execute and file, and to take all further actions, as may be necessary or convenient to effectuate the intent of this subsection, with the same legal force and effect as if executed by Seller.

(f) Buyer may require Seller to place Buyer's trademarks ("Marks") on the Goods. If Buyer makes such a request, Buyer grants to Seller a limited, revocable, nonexclusive royalty free license for the term of the Terms to use the Marks on products and packaging materials in connection with the sale of Goods to Buyer only and in strict compliance with Buyer's requirement. This license grant is limited to sales made to Buyer or at the direction of Buyer of Goods. The license granted is limited to Goods manufactured and/or produced by Seller at the direction of and for Buyer unless expressly authorized by Buyer in writing. Seller understands and agrees that an essential condition of this license is the protection of the high reputation enjoyed by Buyer in the Marks, and that, in keeping with that condition, any and all use of the Marks in connection with the Goods, shall be of high and consistent quality and subject to the approval and continuing supervision and control of Buyer. Seller likewise agrees that all such Goods will strictly comply with the terms of these Terms and that Seller will strictly comply with any and all usage guidelines communicated to it by Buyer related to the Marks. Upon the request of Buyer, Seller shall submit to Buyer a sample of its Goods bearing the Marks prior to any use thereof by or on behalf of Seller. Should Buyer fail to notify Seller in writing of any quality control issues relating to the use of Marks on the Goods within ten (10) days after the receipt of such sample, the use of the Marks on those Goods will be deemed to be approved by Buyer. Seller shall resolve any quality control issues of which Buyer may notify the Seller promptly. Upon expiration or termination of the Terms for any reason, Seller will immediately refrain from further use of the Marks or any further reference to them, direct or indirect, or anything deemed by Buyer to be similar to the Marks in connection with the manufacture, sale or distribution of any of Buyer's products. Seller recognizes there is significant value and goodwill associated with the Marks, and acknowledges that the Marks and all rights and goodwill associated with the Marks belong exclusively to Buyer. Seller further acknowledges and agrees that the Marks validly exist and agrees that it will take no actions that may affect the validity of such Marks. Seller's every use of the Marks shall inure to the benefit of Buyer and Seller shall not at any time acquire any rights in the Marks by virtue of any use it may make with of the Marks. Seller shall cooperate fully and in good faith with Buyer for the purpose of securing and preserving Buyer's rights to Marks. Upon the termination or expiration of the Terms, Seller will be deemed to have assigned, transferred, and conveyed to Buyer any rights or goodwill to the Marks that may have been obtained by Seller. Seller shall cooperate with and do all acts necessary so that Buyer can accomplish or confirm the foregoing. Any such assignment, transfer, or conveyance shall be without other consideration than the mutual covenants and considerations of the Terms. Seller and its parent company, subsidiaries, and divisions, if any, and its subcontractors, agents, and representatives, agree not to attempt to register the Marks or any marks confusingly similar thereto on any product or service either during the terms of or after termination of the Terms.

(g) Seller shall specifically identify in a writing delivered to Buyer prior to any

shipment, all patented components, processes, tooling or equipment used in the production of the Goods or whether the Goods themselves are patented now or in the future.

(h) Seller grants to Buyer an irrevocable, fully paid-up, nonexclusive, worldwide license, including a license to any operating software incorporated into the Goods sold hereunder with a right to grant a sublicense to others, to make, use, offer for sale, import, distribute, display, perform, distribute, creation of derivative works and sell the Goods or any improvements or derivatives thereof under any patents or intellectual property now or hereafter owned or controlled by Seller.

(i) Seller grants to Buyer, and agrees to grant to any entity designated by Buyer, a nonexclusive license, on reasonable terms and conditions, to make, use, offer for sale, import, distribute, display, perform, distribute, create derivative works and sell under any other patents or technology now or hereafter owned or controlled by Seller which cover any application of the technology embodied in the information or data Seller acquires or develops in the course of Seller's activities under an Order or convenient for the manufacture, use and sale of the Goods or products of the same general type of the Goods.

12. Service and Replacement Parts

Seller shall sell to Buyer Goods as ordered by Buyer for use as service and aftermarket replacement parts, at the prices set forth in the Order, plus any actual cost for any unique packaging required because the Goods are intended for service and aftermarket. If the Goods are systems or modules, Seller shall sell to Buyer as ordered by Buyer the system or module, or the components or parts that comprise the system or module. The prices for the components or parts shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 years after Buyer completes production for use by an original equipment manufacturer's current model purchases, Seller shall sell Goods to Buyer as ordered to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price during the first five years of this period shall be those in effect at the conclusion of purchases for production for the original equipment manufacturer. For the remainder of this period, the price for Goods shall be as agreed to by the parties, not to exceed the lower of (a) the cost of manufacturer and a reasonable contribution to overhead and profit; (b) the price at which Buyer is obligated to sell to its Customer; and (c) the price at the conclusion of production for use by an original equipment manufacturer's current models. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities. Notwithstanding the foregoing, this is not a requirements contract, and Buyer is only obligated to purchase Goods as stated in an Order.

13. Warranties

(a) Seller warrants and represents to Buyer, its Customer, and any other original end user, that all Goods shall be: (i) merchantable; (ii) free from failure in the final product as sold to the end user for the periods of all Buyer's warranties to its Customer but not less than the lesser of five years or 50,000 miles; (iii) free from all defects including for example design, workmanship and materials; (iv) fit for the particular purposes for which they are purchased; including the specified performance in the component, system, subsystem and location within the final product specified by Buyer in the environment in which the Goods are or reasonably may be expected to perform; (v) in strict compliance with the specifications, samples, drawings, designs, Seller's advertisements, statements on containers and labels and statements of work and statements of requirements of Buyer and its Customers and other requirements (including performance specifications) approved or adopted by Buyer as of the date of delivery or such other date provided by Buyer in writing; (vi) in strict compliance with all government

requirements; (vii) composed of all new materials and components; (viii) produced and provided with the highest degree of care; (ix) furnished promptly; (x) provided by experienced and well trained personnel in a professional and workmanlike manner and in accordance with industry best practices; (xi) free of liens; and (xii) to the satisfaction of Buyer and its Customers, whether or not any of the foregoing has been approved by Buyer or its Customers. If there is any conflict or overlap of warranty provisions, the more demanding provision shall apply. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgement or otherwise, in accepting or performing an Order, shall be null, void, and ineffective without Buyer's prior written consent. Approvals by Buyer of Seller's design drawings, specifications, samples, etc. are to assist Seller without charge to Seller but they do not replace or cause Seller to share Buyer's responsibility and do not waive or limit any warranty of Seller.

(b) Seller warrants that it shall engage in the continuous improvement of the Goods, other than Goods which by their nature cannot be improved, and advise Buyer in writing promptly of any possible changes to the Goods which would result in cost savings or quality improvement.

(c) If Seller is certified under ISO-9000, QS-9000, TS-16949 or any original equipment manufacturer quality program, Seller shall maintain such certification during the performance of any Order. If Seller is not so certified, Seller shall begin and continue the certification process under ISO-9000, QS-9000, and/or TS-16949 as selected by Buyer, in a diligent manner. Seller warrants that its performance of an Order shall be in compliance with the provisions of those supplemental sections of ISO-9000 (e.g., 9001, 9002, or 9003), QS-9000 or TS-16949, applicable to the obligations of Seller under the Order, whether or not Seller is certified or registered under such standards.

(d) No prison, forced, or involuntary labor shall be used by Seller or its subcontractors.

(e) All warranties and remedies provided by these Terms are cumulative and in addition to those provided by law and shall survive inspection, testing and inspection of the Goods.

14. Liability, Indemnity, and Insurance

(a) In addition to any rights to indemnification or remedy provided to Buyer by the UCC, Seller shall indemnify, defend and hold harmless Buyer and its affiliates, subsidiaries, directors, officers, employees, agents and other representatives, successors, assigns, Customers, and users (each a "Buyer Indemnitee") from or against, for and in respect of, any and all damages, losses, obligations, liabilities, demands, judgments, injuries, penalties, claims, actions or causes of action, costs, and expenses (including, but not limited to, reasonable attorneys', experts' and consultants' fees) (collectively, "Losses") suffered, sustained, incurred or required to be paid by any Buyer Indemnitee arising out of, based upon, in connection with or as a result of:

- (i) any inaccuracy in or breach of any representation, covenant or warranty made by Seller in or pursuant to an Order or these Terms;
- (ii) any breach or inaccuracy or any allegation of any third party that, if true, would be a breach or inaccuracy of any representation, covenant or warranty made by Seller in or pursuant to an Order;
- (iii) the non-fulfillment, non-performance or other breach of any covenant or agreement to be performed by Seller in or pursuant to an Order;

- (iv) any actual or alleged infringement or misappropriation of any present or future patent, copyright, industrial design right or other intellectual property right based on Seller's activity under an Order, or the manufacture, sale, offer for sale, import, distribute, display, performance, distribution, creation of derivative works or use of the Goods (1) alone; (2) in combination by reason of their content, design or structure; or (3) in combination in accordance with Seller's recommendations;
 - (v) the materials or intellectual property contained in or related to the Goods (including the manufacture thereof);
 - (vi) the condition, labeling, engineering, use, sale, storage, design, safety, etc. of the Goods whether or not incorporated in another product, if the damages claimed were not caused solely by Buyer or other third party;
 - (vii) Seller's performance of an Order;
 - (viii) Seller's storage or use of Goods;
 - (ix) any acts or omissions, by Seller, its affiliates, servants, employees, contractors, agents, or representatives;
 - (x) any allegations that failure of the Goods supplied by Seller to conform to any of Seller's warranties is a proximate cause of any damage, losses, injuries or claims asserted, including, without limitation, product liability claims, directly resulting from such breach of Seller's warranties;
 - (xi) any allegations or determinations that failure of Goods supplied by Seller to conform to Seller's warranty is a proximate cause of any Recall (as defined in Section 16(f));
 - (xii) any claims, liabilities, expenses, and damages arising from or related to the installation use, storage, or repair of the Furnished Property (as defined in Section 18(a));
 - (xiii) any claims, liabilities, expenses, and damages arising out of the selection, use and storage, and loss of any of Buyer's personal property pursuant to Section 14(c); or
 - (xiv) any claim alleging improper or illegal dispositions of the Goods (excepting grossly negligent dispositions by Buyer); or
 - (xv) any recording of a lien by Seller's subcontractor or any lower tier subcontractor under it.
- (b) Seller shall maintain insurance coverage (and furnish an insurance carrier's

certificate showing that Seller has adequate insurance coverage) in the following minimum amounts: workmen's compensation and employer's liability — statutory limits for jurisdictions in which work is to be performed; comprehensive general liability — \$10,000,000 combined single limit for bodily injury and property damage, including owner's and contractor's protective coverage, contractual liability coverage and products/completed operations and recall coverage; comprehensive automobile liability — \$1,000,000 per person bodily injury and \$10,000,000 per occurrence for bodily injury and property damage; and excess liability damage coverage of \$10,000,000 per occurrence; general liability and completed operations insurance in the amount of at least \$10,000. Seller waives subrogation in all instances. Seller shall maintain such insurance coverages throughout the term of the Terms and for a minimum of five (5) years thereafter. **[Buyer shall be named as an additional insured under the policies.]** Seller shall furnish to Buyer a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverages are in effect and will not be canceled or materially changed until 30 days after prior written notice has been delivered to Buyer. The certificate must set forth the amount of each coverage, number of policy, date of expiration, and Seller as an additional insured. If Seller is a self-insurer of workers compensation liability, Seller shall furnish Buyer a certificate of the Department of Labor of the jurisdiction in which any labor is to be performed approving the self-insurance. The purchase of such insurance coverage or the furnishing of a certificate shall not be a satisfaction of Seller's liability hereunder, or in any way modify Seller's obligation to indemnify Buyer.

(c) If Seller's performance under an Order involves operations by Seller on the premises of Buyer or one of its Customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work. Buyer is not obligated to provide any tools, materials equipment or other personal property to enable Seller to perform on the premises of Buyer or one of its Customers. If Buyer does provide such personal property it shall be as bailor for the benefit of Seller AS IS WHERE IS. Any such permission may be withdrawn by Buyer at anytime. Seller shall return all such personal property to the control of Buyer upon demand in the same condition as when bailed, reasonable wear and tear accepted. Seller shall have the sole responsibility for the selection, proper and safe use, and protection of such personal property.

15. Termination for Convenience

In addition to any other rights of Buyer to cancel or terminate an Order or any Releases issued pursuant to an Order, Buyer may at its option immediately terminate all or any part of an Order or any Releases issued pursuant to an Order for Buyer's convenience, at any time and for any or no reason by giving 30 days' written notice to Seller. Upon such termination for convenience, Buyer shall pay to Seller the following amounts without duplication: (i) the Order price for all conforming Goods which have been completed in accordance with an Order not previously paid; and (ii) the actual direct costs of work in process and raw materials incurred by Seller in furnishing the Goods under an Order or any Releases issued pursuant to an Order to the extent such costs are reasonable in amount and are properly allowable or apportionable, under generally accepted accounting principles, to the terminated portion of an Order or any Releases issued pursuant to an Order; less, however, the reasonable value or cost (whichever is higher) of any Goods or materials subsequently used or sold by Seller with Buyer's written consent and of the cost of any damaged or destroyed Goods or materials. Notwithstanding the foregoing or any transfer to Buyer, Buyer shall not be liable to pay for finished Goods, work in process or raw materials obtained, fabricated or processed by Seller in amounts in excess of those authorized in Releases (if Releases are required or contemplated by an Order), for any undelivered Goods which are Seller's standard stock or which are readily marketable, or for any finished Goods which are not promptly delivered to Buyer after request by Buyer. Payments made under this Section shall not exceed the aggregate price payable by Buyer for finished Goods which would be produced by Seller under Releases

outstanding at the date of termination. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, product development and engineering costs, facilities and equipment, rearrangement cost or rental, unamortized depreciation costs, general and administrative burden charges arising from termination of an Order, or interest on claims. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer with sufficient supporting data to permit Buyer's audit and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agent shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller. Buyer, however, shall have no obligation to Seller if Buyer terminates its purchase obligations under an Order or any releases issued pursuant to an Order other than for Buyer's convenience. Payment under this Section shall constitute the exclusive liability of Buyer if an Order is terminated by Buyer for its convenience.

16. Default and Remedies

(a) Seller shall be in default: (1) if Seller fails to perform any obligation within the time specified herein or any extension thereof or upon Buyer's demand if no time has been specified; or (2) if Seller fails to make progress in the performance of any obligation so as to make Buyer reasonably apprehensive about Seller's ability or willingness to perform its obligations; and if in either of these two circumstances Seller does not cure such failure within five days or such longer period as Buyer may authorize in writing after receipt of notice from Buyer specifying such failure. Upon such default, Buyer may by written notice of default to Seller (i) terminate the whole or any part of an Order; and (ii) procure alternative product or services upon such terms as it shall deem appropriate. Seller shall continue performance of an Order to the extent not terminated and shall be liable to Buyer for any excess costs for such similar Goods and other direct, incidental, and consequential damages. As an alternative remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect: (x) to extend the delivery schedule; (y) procure alternative Goods upon such terms and for such periods as it deems proper; and/or (B) to waive other deficiencies in Seller's performance; in which case an equitable reduction in an Order price shall be established by Buyer to compensate Buyer for its damages. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of an Order, Seller shall promptly notify Buyer in writing of the potential default, the cause thereof, and the estimated length of the anticipated default. Buyer is under no obligation to waive any default.

(b) If Seller's performance of its obligations or if any of the Goods are found at any time to be defective in design, material or workmanship, or otherwise not in conformity with the requirements of an Order, Buyer, in addition to such other rights, remedies and choices as it may have under an Order or by law, at its option and sole discretion may: (1) rescind or terminate the order; (2) reject and return such Goods at Seller's expense; and/or (3) require Seller to inspect the Goods and remove and replace nonconforming Goods with Goods that conform to an Order. If Buyer elects option (3) and Seller fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option and Seller's cost, inspect and repair or replace the Goods.

(c) Seller grants Buyer a security interest in the Goods to secure Seller's return of any deposits and performance of other obligations of Seller, and grants Buyer an irrevocable power of attorney coupled with an interest to execute and file appropriate financing statements evidencing such interest and the interests of Buyer and its Customers in property furnished by them.

(d) Seller's continued holding of the Goods, Furnished Property or Required

Property (each as defined below), after demand has been made by Buyer for delivery, will substantially impair their value, and Buyer shall be entitled to a court order for possession without bond. Seller shall continue to sell Goods under an Order during any dispute with Buyer provided Buyer continues to pay Seller amounts owed in excess of any right of offset.

(e) If Buyer or Seller shall be sued by any third party, including original equipment manufacturers, distributors or dealers, for loss, damage to property or for personal injury or death that is alleged or may have been caused by a failing of Goods supplied by Seller to conform to Seller's warranties, Seller and Buyer will cooperate with each other and provide technical assistance in defending such suit, provided that Buyer and Seller give the other prompt notice of any such suit. Buyer and Seller shall use their best efforts to defend and minimize any damages and costs in connection with such suit or a settlement thereof.

(f) In the event of any service program, general recall or similar action ("Recall") involving the Goods, whether initiated by Buyer, Seller, an original equipment manufacturer, or any regulatory or other governmental body, both Buyer and Seller shall use reasonable commercial efforts to minimize costs in connection with such Recall.

(g) Buyer's remedies under this Section and the UCC (as defined below) shall be cumulative and additional to any other or further remedies provided under these Terms or by statute, law or equity, including, but not limited to, the recovery of direct, incidental and consequential damages and the entry of injunctive relief, but Buyer shall be entitled to only one full recovery of all of its damages and enforcement of all its rights.

(h) A delay in notification of a breach or making a claim shall not constitute a waiver of a breach or remedy. No waiver of a breach of any provision of an Order by Buyer shall constitute a waiver of any other breach, or of the breached provision itself. No claim or right of Buyer arising under, or related to, an Order can be discharged in whole or in part by a waiver or renunciation unless supported by additional consideration and in writing signed by Buyer.

(i) Seller acknowledges that Buyer may supply to Customers the Goods as purchased from Seller or as a component of a system. Seller's rights and remedies against Buyer shall be limited to the extent Buyer's rights against the Customers are limited.

(j) Termination of an Order or any Release by Buyer for any reason permitted by the Order does not affect Seller's obligations under the Order as to Goods delivered or obligations not directly dependent upon the delivery of Goods.

(k) Seller's remedies for breach of contract or other theory are limited to money damages, as limited by the Terms. Seller may not allege breach of contract or other theory of recovery without providing a written notice of breach, documentation supporting the claim, and a reasonable time for Buyer to cure any breach and otherwise resolve the claims.

(l) UNDER NO CIRCUMSTANCE SHALL BUYER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES.

17. Limitations of Seller's Liability

Seller shall not be liable for indirect incidental or indirect consequential money damages because of delays or other defaults due to causes beyond its control and without its fault or negligence. Increases

in the costs of materials, manufacture, transportation, or other performance are not such causes. However, any such delay due to default of subcontractor, material supplier or carrier will be excused as to incidental and consequential damages only if beyond the control, and without the fault or negligence of, both Seller and its subcontractor, material supplier or carrier, and if Seller establishes that it could not obtain components, materials or services from any other source in time to meet the delivery schedule. Buyer, at its option, may acquire possession of all finished Goods, work in process, and parts and materials produced or acquired for the performance of Seller's obligations, and Seller shall deliver such articles to Buyer, at Buyer's option F.O.B. carrier, Seller's facility or F.O.B. Buyer's facility, freight collect. This Section shall apply only if: (a) Seller provides immediate written notice to Buyer of any delay which Seller does or could reasonably anticipate, of the length thereof, and of the reasons therefore; (b) Seller provides 30 days written notice to Buyer of the expiration date of its collective bargaining agreement and those of its subcontractors and suppliers which expire prior to anticipated delivery date of the Goods; or other event which may cause a disruption in supply; and (c) Seller produces and maintains an inventory supply to insure an adequate supply of Goods for at least 30 days if the event occurs; and (d) Seller promptly complies with other instructions of Buyer. The limitations on incidental and consequential damages in this Section shall not affect Buyer's right to cancel, reduce quantities in existing or future delivery schedules or Releases, or enforce any other remedy. This is a full statement of Seller's rights to rely on the doctrines of force majeure, impracticability, impossibility and similar doctrines.

18. Property Purchased or Furnished by Buyer and Its Customer for Seller's Use

(a) Unless otherwise agreed in a writing signed by Buyer, all tooling, equipment or material of every description furnished to Seller by Buyer or its Customer, or paid for or to be paid for by Buyer, and any materials affixed or attached thereto and replacement thereof, all of which constitutes "Furnished Property," shall be and remain exclusively the personal property of Buyer or its Customer and held in trust for the benefit of Buyer or its Customer. Seller shall install, maintain, repair, replace, and return Furnished Property in good condition, reasonable wear and tear excepted, at Seller's cost. All Furnished Property must be maintained in a condition that is adequate for at least one year of production based on Buyer's forecasts and historical production levels. Furnished Property, and wherever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as the property of Buyer or its Customer and shall be safely stored separate and apart from Seller's property. Seller shall maintain the character of Furnished Property as personal property. Buyer and its Customers may enter Seller's premises and inspect Furnished Property and all related records during normal business hours. Seller shall not substitute any of its own property for Furnished Property and shall not use or permit others to use Furnished Property except to fill Orders. Seller shall not move the Furnished Property from any location without the prior written consent of Buyer. Seller shall not, under any circumstance, sell or transfer any product or service produced with the Furnished Property except to Buyer. Title to Furnished Property to be produced by Seller and its contractors and the components thereof shall vest in Buyer upon their acquisition or production, even though the Furnished Property is not completed. Seller accepts delivery of the Furnished Property "AS IS" and without any representation, warranty or duty from Buyer. Furnished Property while in Seller's custody or control shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer or its Customer as their interests may appear. Seller shall deliver to Buyer certificates of insurance evidencing such coverage. Such insurance shall be primary. All additions, attachments, accessories, and repairs to the Furnished Property, and replacements thereof, shall be deemed part of the Furnished Property and shall become the exclusive property of Buyer or its Customer without payment. Furnished Property may be removed at any time by Buyer, at Buyer's written request, whether or not Buyer and Seller are engaged in litigation or other dispute, in which event Seller shall prepare Furnished Property for shipment and shall redeliver it to Buyer or its Customer in the same or

equal condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. All consumable Furnished Property not used in the manufacture of the Goods shall, as directed, be returned to Buyer at Buyer's expense and if not accounted for or returned, shall be paid for by Seller to Buyer at Buyer's cost. Seller shall have no right to retain possession of Furnished Property to secure payment of amounts owed or for any other reason, as a claim for damages is an adequate remedy. No license or any other right is hereby granted to Seller in and to any intellectual property rights related to the Furnished Property, except for the manufacture of Goods specifically for and at Buyer's direction.

(b) Orders for tooling, equipment and materials to be purchased by Buyer or its Customer ("Purchased Tooling") shall be subject to the following additional terms and conditions:

(i) Seller shall submit to Buyer biweekly (or more frequently if requested by Buyer) status reports on the manufacture and/or acquisition of Purchased Tooling. Each status report shall set forth percentage of completion of Purchased Tooling, the status of each stage of manufacture, the scheduled arrival dates of components of Purchased Tooling, and estimated time for completion and delivery of the Purchased Tooling. Seller shall advise Buyer when Seller becomes aware of any event (including an actual or potential labor dispute) which may delay Seller's timely performance of an Order.

(ii) Upon completion of Purchased Tooling, Seller shall submit a Part Submission Warrant ("PSW") package, sample Goods manufactured with Purchased Tooling, and any other tangible and intangible items or information requested by Buyer. Upon approval by Buyer and its Customer, a written PSW approval shall be issued to Seller.

(iii) Buyer shall not pay for any Purchased Tooling without: (x) the issuance of the written PSW approval without condition for all Purchased Tooling ordered; and (y) receipt by Seller of a waiver of lien of the manufacturer and Seller's supplier of the Purchased Tooling.

(iv) Seller shall permanently mark Purchased Tooling with the name of Buyer and the part number of the Goods it manufactures.

(v) Seller, at its sole cost and expense, shall furnish appropriate safety systems for Purchased Tooling as integrated into the production process to meet OSHA and any other applicable safety rules and regulations.

(vi) Payments made by Buyer for Purchased Tooling are expressly intended by Buyer to be held in express trust for the benefit of any toolmaker used by Seller to produce the Purchased Tooling. Seller shall hold these payments as trustee in express trust for the toolmaker. Seller acknowledges that the toolmaker is an intended third party beneficiary of the terms of this Section and that the toolmaker has the right to enforce the trust directly against Seller. Buyer has no obligation to Seller or the toolmaker under this Section other than payments to Seller under an Order. If a toolmaker brings an action against Seller for payment of the Purchased Tooling, Seller will not join Buyer in the action, and Seller shall defend and indemnify Buyer as provided in Section 14.

(vii) The price of Purchased Tooling charged to Buyer shall not exceed the lesser of: the maximum price in the Order; Seller's actual cost of acquiring the Purchased Tooling without any mark-up; or Seller's actual direct costs of materials and direct labor at a shop rate approved by Buyer.

19. Required Tooling

Seller, at its own expense, shall furnish, keep in good condition, and replace when necessary all tooling, jigs, dies, gages, fixtures, molds, patterns, other, and other personal property, whether or not they are Furnished Property or they are owned or leased by Seller, which are necessary for the production of the Goods without defects and in accordance with an Order (“Required Tooling”). All Required Tooling must be maintained in a condition that is adequate for at least one year of production based on Buyer’s forecasts and historical production levels. The cost of changes to Required Tooling necessary to make design changes and specification changes authorized by Buyer in writing shall be paid for by Seller unless otherwise provided in an Order. Buyer may inspect Required Tooling and Seller’s facilities during normal working hours upon reasonable notice to Seller. Seller may not relocate the Required Tooling without the prior written consent of Buyer. Seller shall advise Buyer of any required repair or replacement of Required Tooling and be responsible for obtaining any required production part approval process. Seller shall insure Required Tooling with fire and extended all risk coverage insurance for its replacement value and provide Buyer with certificates of insurance evidencing such coverage. Seller grants Buyer an irrevocable option to take possession of and good title to some or all of the Required Tooling (including leases thereof) that is not Furnished Property as selected by Buyer and is special for the production of Goods upon tender to Seller of the book value thereof less any amounts Buyer has previously paid to Seller in any manner for the cost of Required Tooling (e.g., by separate payment or by an allocated portion of the price of the Goods); provided, however, that this option shall not apply to any Required Tooling used to produce products that are standard stock of Seller. Seller shall deliver the Required Tooling to Buyer at Seller’s plant or other location specified by Buyer. Seller is responsible for labor and other costs dismounting, dismantling, preparing for delivery and staging the Required Tooling for delivery. Seller shall cooperate with Buyer in removing, the Tooling from the location of Seller or its subcontractor. Seller grants Buyer a security interest in Required Tooling to secure Buyer’s rights in Required Tooling and waives any rights which may conflict with this Section. Seller shall have no right to retain possession of Required Tooling to secure payment of amounts owed or for any other reason, as a claim for damages (with any bond in the amount of the purchase price as may be required by a court) is an adequate remedy. If the Required Tooling is not utilized to produce any parts for Buyer for a period of two years, Seller shall so notify Buyer and request instructions as to the disposition of the Required Tooling. No license or any other right is hereby granted to Seller in and to any intellectual property rights related to the Required Tooling, except for the manufacture of Goods specifically for and at Buyer’s direction.

20. Insolvency

If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer may terminate an Order without liability, except for Goods previously delivered and for Goods covered by an Order then completed and subsequently delivered in accordance with the terms of an Order.

21. Maintenance and Safe Use; Compliance with Laws

(a) Seller shall provide to Buyer appropriate installation, operation and maintenance manuals in English to maximize the useful life and performance of the Goods. Seller shall also provide Buyer with any and all specific warnings or instructions regarding the safe installation, operation and maintenance of the Goods which should be reasonably provided to the ultimate users of the Goods. Seller shall promptly furnish to Buyer (i) upon written request a list of all materials in the Goods and, as

necessary, the quantities of such and (ii) thereafter information concerning any change in the composition of the Goods. Seller shall provide material safety data sheets for the Goods.

(b) Seller shall comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract resulting from acceptance of an Order and dealing with, Equal Employment Opportunity, Employment of Veterans, Employment of the Handicapped, Employment Discrimination Because of Age, Utilization of Disadvantaged Business Enterprises, and the related Acts and Executive Orders as now or hereafter amended or codified.

(c) Seller warrants that it is, and shall continue to be, in compliance with the requirements for non-segregated facilities set forth in 41 CFR Chapter 601.8 and is an equal opportunity employer.

(d) Seller warrants that each chemical substance constituting or contained in the Goods sold is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et. seq.) as amended, and that the Goods are not hazardous under any state or federal law except as clearly stated on the shipping and storage containers.

(e) Seller warrants that the Goods shall be in compliance with all applicable environmental laws, including, but not limited to, applicable sections of the Federal Consumer Product Safety Act (15 U.S.C. Sec. 2051 et seq.) as amended, and the Federal Hazardous Substances Act (15 U.S.C. 1261 et seq.) as amended, National Traffic and Motor Vehicle Safety Act, as amended, and lawful standards and regulations thereunder. Upon the request of Buyer, Seller shall provide Buyer with access to and copies of any data, materials or other information, including any formulas or analyses, that (i) relates to the Goods, their composition, any component or part of the Goods, or any materials or substances used in the Goods or in connection with their production; and (ii) is needed, as determined by the requestor, to enable compliance with any requirement of a government (either mandated or voluntarily agreed upon by Buyer or any of its Related Companies) relating to the hazardous, toxic or other content or nature of the Goods, or the ability to dispose of or recycle the Goods or any component, part or materials in the Goods. Seller shall comply with Buyer's and Customer's requirements relating to the use (or prohibition on use) of certain materials and substances in the Goods and shall utilize and comply with Buyer's reporting processes and requirements relating to any such data, materials or other information (such as the International Material Data System).

(f) Seller warrants that the Goods shall be produced in compliance with the requirements of (i) the Fair Labor Standards Act of 1938, as amended, including Section 12(a), (ii) the Foreign Corrupt Practices Act of 1977, as amended, or any rules or regulations thereunder, and (iii) the Corruption of Foreign Public Officials Act, a law in force in Canada, as amended, or any rules or regulations thereunder, and Seller shall insert a certificate to that effect on all invoices submitted in connection with an Order.

(g) Seller shall comply with all applicable industry standards and United States, federal, state and local laws, rules, regulations and ordinances applicable to the Goods and performance of an Order.

(h) Seller warrants that it and the Goods shall comply with all federal, state and provincial statutes, rules and regulations directly or indirectly relating to the manufacture of vehicles, vehicle equipment, vehicle materials or vehicle supplies, as well as compliance with similar statutes and

rules effective in North America, including, but not limited to the North American Free Trade Agreement and the North American Free Trade Agreement Implementation Act, American Automobile Labeling Act, Section 329 of the Motor Vehicle and Cost Savings Act, as amended, Fastener Quality Act, the Hazardous Materials Transportation Act, as amended, as well as all laws and regulations related or applicable thereto (including, but not limited to, 49 C.F.R. Part 171 et seq.), Title 48, Code of Federal Regulations, Section 52-219-8 (Utilization of Small Business Concerns), Section 52.225-11 (Restrictions on Certain Foreign Purchases), Section 52.222-21 (Prohibition of Segregated Facilities), Section 52.222-26 (Equal Opportunity), Section 52.222-35 (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans), Section 52.222-36 (Affirmative Action for Workers with Disabilities), Section 52.222-37 (Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), and Section 52.222-41 (Service Contract Act); and all laws, rules, regulations and orders in North America, the Federal Motor Vehicle Safety Standards and rules, regulations and procedures promulgated by the National Highway Traffic Safety Administration of the United States Department of Transportation under the Safety Acts, and rules, regulations and procedures promulgated by the National Institute of Standards and Technology of the Department of Commerce to implement the provisions of the Fastener Quality Act. Seller shall provide to Buyer originals or copies of the test reports and reports to government agencies related to the satisfaction of such legal requirements upon the earliest of their availability or the date required by law or Buyer.

(i) This Order and all items furnished by Buyer to Seller in connection herewith shall at all times be subject to the export control laws and regulations of the U.S. including, but not limited to, 10 CFR Part 810 and U.S. Export Administration Regulations. Seller warrants that no equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Buyer, or any product thereof, shall be exported or re-exported by Seller or its authorized transferees, if any, directly or indirectly, except to the consignee(s), if any, specified on this Order, unless in accordance with applicable U.S. export laws and regulations. Further, a Seller that is a non-U.S. company or citizen warrants that no such export or re-export will be made without the prior explicit authorization, in writing, of Buyer in accordance with U.S. export laws and regulations. The obligations in this Section shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

(j) Seller warrants that the Goods and Seller shall comply with all applicable Directives of the European Union and implementing legislation as to all Orders involving Goods which Seller has reason to know will be used in production of final products to be sold within the European Union.

(k) Seller shall provide to Buyer small and/or minority (including women)-owned business utilization and demographic data upon request.

22. Non-Assignment and Subcontracting

Assignment of an Order or any interest herein of any payment due or to become due hereunder, without the prior written consent of Buyer, shall be void and not binding on Buyer. Buyer may not subcontract any part of an Order without the prior written consent of Buyer. Buyer shall not be obligated to any subcontractor or for the product or services of any subcontractor whether or not Buyer has consented to or designated a subcontractor or for the product or services of any subcontractor whether or not Buyer has consented to or designated a subcontractor. Approval of a subcontractor is not a release or waiver of any obligation of Seller or right of Buyer. Seller is responsible for all actions or inactions of any subcontractor and shall bind its subcontractors for the benefit of Seller and Buyer to perform its obligations under these terms. If Seller subcontracts any part of the work outside the country of

purchase, Seller shall be responsible for customs formalities and clearances to the country of Order placement unless the Order states otherwise and Buyer may direct the contract of carriage. Seller shall agree with Buyer on a mutually acceptable customs broker, but Seller shall in no way be relieved from its responsibilities for customs formalities and clearances, including the actions of the selected customs broker.

23. Foreign Purchases

The following applies to all transactions involving Goods or portions of imported Goods:

(a) Seller warrants that all sales made hereunder are or will be made at not less than fair value under the United States Anti-Dumping Law (19 U.S.C. Sec. 160 et. seq).

(b) Buyer shall not be a party to the importation of the Goods, the transaction(s) represented by an Order will be consummated subsequent to importation, and Seller will neither cause nor permit Buyer's name to be shown as "Importer of Record" on any customs declaration.

(c) Upon request and where applicable, Seller shall provide Buyer U.S. Customs Form 7543 entitled "Certificate of Delivery" (or its replacement) properly executed. Upon request, Seller shall furnish promptly all documents required for customs drawback purposes, properly completed in accordance with government regulations applicable thereto. Unless otherwise stated herein, all customs drawback will be credited to Buyer.

(d) Upon request, Seller shall furnish promptly to Buyer certificates of local value added and certificates of origin in accordance with applicable government regulations.

(e) An Order includes all related customs duty and import drawback rights, if any, including rights developed by substitution and rights that may be acquired from Seller's supplier(s) that Seller can transfer to Buyer.

24. Applicable Law, Jurisdiction, Waiver of Liens

(a) An Order, these Terms and all related transactions between Buyer and Seller shall be construed and enforced under the laws of the state of Michigan. The parties adopt the law governing sales of goods in such jurisdiction at the time of an Order as the law governing the sale of Goods hereunder, including the Uniform Commercial Code ("UCC"). The Convention on the International Sales of Goods shall not apply. Any declaration of unenforceability of a provision hereof shall be as narrow as possible and shall not void an Order or any other provision.

(b) Any litigation which relates to an Order, these Terms and all related transactions between Buyer and Seller will be brought solely in Oakland County, Michigan (and if a court within Oakland County, Michigan of competent jurisdiction is unavailable, in any Michigan state court or the US District Court whose geographical territory includes Oakland County, Michigan or any part thereof), which court will have exclusive jurisdiction over such litigation, whether at law or in equity. The Parties hereby waive all objections to (a) personal jurisdiction and venue in any such litigation and (b) personal service of any and all process.

(c) Seller warrants that no lien shall be filed by Seller or anyone claiming under or through Seller against Buyer, the Goods, the Furnished Property, the site for delivery or installation of

the Goods, or Buyer's Customer, for materials, labor, services, equipment, or goods furnished as part of the Goods or Furnished Property. Seller waives any right it may have pertaining to, and agrees not to file or otherwise assert or prosecute or suffer or permit any mechanic's, materialman's, or other type of liens to be filed or continued against any property. Seller shall insert the prior sentence in any lower tier subcontract or purchase order for labor, equipment or materials furnished. If any such lien shall be filed by Seller's direct subcontractor, or any of its lower tier subcontractors, Buyer shall take any and all steps necessary for the immediate release and discharge of such lien, in the manner required by the law upon demand by Buyer. Further, Seller shall secure and furnish to Buyer and its Customer, upon request, a waiver of lien from each lower tier subcontractor under it.

25. Arbitration

If both parties agree in writing or if Buyer elects, any controversy or claim arising out of or relating to these terms or an Order, shall be settled by arbitration before three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in the location of issuance of the Order. In rendering an award, the arbitrators are bound by the Order. Each party has the right before or during the arbitration to seek and obtain from the appropriate court provisional remedies such as attachment, claim and delivery, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration. The arbitrator shall not award any punitive, exemplary or consequential damages and shall otherwise be bound by the terms of the Order. All expenses and fees of the arbitration shall borne equally by the parties and each party shall pay its own attorney fees.

26. Publicity

Without obtaining the prior written consent of Buyer, Seller shall not in any manner advertise or publish the fact that Seller has contracted to furnish Goods to Buyer (or Buyer's Customers), or use any trademark or tradenames of Buyer (or Buyer's Customers) in Seller's advertising or promotional materials. If Seller breaches this Section, Buyer shall have the right to cancel the undelivered portion of any Goods covered by an Order and shall not be required to make further payments except for conforming Goods delivered or services rendered prior to cancellation.

27. Ethical Standards

Seller shall not: (a) give or offer to give any gift or benefit to Buyer's employees; (b) solicit or accept any information, data, services, equipment, or commitment from Buyer's employees unless it is (i) required under a contract between Buyer and Seller, or (ii) made pursuant to a written disclosure agreement between Buyer and Seller, or (iii) specifically authorized in writing by Buyer's management; (c) solicit or accept favoritism from Buyer's employees; (d) enter into any outside business relationship with Buyer's employees or suppliers without full disclosure to, and prior approval of Buyer's management; or (e) provide to or accept from suppliers any information regarding Buyer or its business. For the purposes of this Section: "employee" includes members of the employee's immediate family and household, plus any other person who is attempting to benefit from his or her relationship to the employee; "Seller" includes all employees and agents of Seller; "gift or benefit" includes money, goods, services, discounts, favors and the like in any form but excluding items with a value of \$25.00 or less; "supplier" includes prospective, current and past suppliers; and "favoritism" means partiality in promoting the interest of Seller over that of other suppliers. Such activity by Seller shall constitute a material default by Seller of every contract and Order with Buyer and may further result in Seller's debarment from doing business with Buyer.

28. Third Party Representatives

Seller represents and warrants that Seller has not and will not pay any third parties any commissions, fees, or other compensation for acquiring or attempting to acquire an Order without providing Buyer with written notice thereof at the time an Order is solicited.

29. Entire Agreement and Modifications

An Order (including these Terms) is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade may be used by Seller to supplement or explain any term used in an Order. All modifications must be in a writing signed by Seller and Buyer, except as otherwise provided in an Order.

30. No Implied Waiver

The failure of either party at any time to require performance by the other party of any provision of an Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of an Order constitute a waiver of any succeeding breach of the same or any other provision. The rights and remedies of the parties to an Order are cumulative and not alternative.

31. Relationship of Parties

Seller and Buyer are independent contracting parties and nothing in an Order shall make either party the agent, joint venturer or legal representative of the other for any purpose whatsoever, or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Although third parties may be referenced, there are no third party beneficiaries to an Order.

32. Severability

If any term of an Order is invalid or unenforceable under any statute, regulation, ordinance, or any other rule of law, such term shall be reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of an Order shall remain in full force and effect.

33. Claims

COMMUNICATIONS FROM SELLER CONCERNING CLAIMS OF SELLER, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT OR CLAIMS, MUST BE SENT TO THE PRESIDENT OF BUYER.