

## TERMS AND CONDITIONS

1. THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND SELLER. ALL REPRESENTATIONS, PROMISES, WARRANTIES, OR STATEMENTS BY AN AGENT OR EMPLOYEE OF SELLER THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL BE GIVEN NO FORCE OR EFFECT. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING. ANY CONFLICTING WARRANTIES, TERMS AND CONDITIONS IN THE PURCHASE ORDER OR ANY OTHER BUYER'S DOCUMENT ARE SPECIFICALLY REJECTED BY THE SELLER. No course of prior dealing or usage of trade shall supplement or explain any term used in this agreement.
2. PRICE. Prices quoted are subject to change without notice in the event of: (a) any change in the metals market; (b) any change in the current cost of other supplies, materials, or labor; (c) alterations in specifications, packaging, quantities, designs or delivery schedule; (d) foreign, domestic, or tax legislation which increases the cost of producing, warehousing, or selling goods purchased hereunder. In the event of late payment, Seller will impose a delinquency charge of 1 ½% per month which will be applicable to the outstanding balance. Until the purchase price and all sums pursuant hereto are paid in full, Seller retains a security interest in the materials described on the face hereof (the "Goods") and in all proceeds of said Goods. Buyer shall execute financing statements on request and irrevocably authorizes Seller to execute and file same. Clerical errors are subject to correction.
3. PAYMENT. Payment are 30 days net F.O.B. Owosso, Michigan, unless otherwise agreed to by Seller in writing.
4. QUANTITY. All orders are accepted contingent on a ± 5% variation of the quantity ordered.
5. TOOL CHARGES. Any tool charges set forth on the face side hereof are to cover partial cost of the necessary tools and fixtures required for the Goods purchased hereunder. Such tools and fixtures are to be and to remain the sole property of the Seller. There will be no additional charge for upkeep or replacement of such tools and fixtures. Terms for tools, fixtures and set-up charges are – Net Cash.
6. WARRANTY. Seller warrants Goods manufactured by it will be free from defects in material and workmanship for one (1) year following the date of shipment. If any of the Goods are found by Seller to be defective, such Goods will, at Seller's option, be replaced or repaired at Seller's cost. NO DEFECTIVE GOODS ARE TO BE RETURNED WITHOUT WRITTEN AUTHORIZATION OF SELLER. The sole purpose of the stipulated exclusive remedy shall be to provide the Buyer with free repair and replacement of defective Goods in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Seller is willing and able to repair or replace defective Goods in the prescribed manner. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. No affirmation of Seller, by words or action, other than as set forth in this Section shall constitute a warranty. Goods which may be sold by Seller but which are not manufactured by Seller are not warranted by Seller, but are sold only with the warranties, if any, of the manufacturers thereof. The remedy afforded by this warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced Goods. Seller's warranty does not apply to any Goods which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents. Any claim by Buyer with reference to the Goods sold hereunder shall be deemed waived by the Buyer unless submitted in writing to seller within the earlier of (i) thirty (30) days following the date Buyer discovered or by reasonable inspection should have discovered, any claimed breach of foregoing warranty, or (ii) 13 months following the date of shipment. Any cause of action for breach of the foregoing warranty shall be brought within one year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.
7. LIMITATION OF LIABILITY. Seller's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for its Goods shall be limited to repairing or replacing Goods found by Seller to be defective, or at Seller's option, to refunding the purchase price of such Goods or parts thereof. NOTICE: THE COMPANY ASSUMES NO RESPONSIBILITY FOR LOSS OR DAMAGE BY FIRE TO ANYTHING PLACED WITH IT FOR STORAGE OR REPAIR.
8. DISCLAIMER OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER. CONSEQUENTIAL DAMAGES SHALL INCLUDE WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSS SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS). BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE, OR INJURY.
9. ACCEPTANCE AND TRANSPORTATION. Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortage, overcharge, or damage of Goods within ten (10) days from invoice date, such Goods shall be deemed finally inspected, checked and accepted by Buyer and no allowances shall be made thereafter.
10. TITLE AND RISK OF LOSS. Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier and any claims for losses or damages shall be made by Buyer directly with carrier.
11. DELAYS. Unless expressly specified to the contrary, Goods in stock will be shipped immediately, and Goods not in stock will be shipped according to Seller's production schedule. However, all shipping dates are approximate, and are based upon current availability of materials, present production schedules, stability of metals market, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault, or expense arising out of delays in shipment or other nonperformance of this Agreement caused by or imposed by: (1) strikes, fires, disasters, wars, riots, acts of God; (2) acts of Buyer; (3) shortages of fuel, labor, power, materials, supplies, transportation, or manufacturing facilities; (4) governmental action; (5) sub-contractor delay; or (6) any other cause or condition beyond Seller's reasonable control. In the event of any such delay or nonperformance, Seller may, at its option, and without liability, cancel all or any portion of the Agreement and/or extend any date upon which any performance hereunder is due.
12. TERMINATION, CANCELLATION AND CHANGES. Orders cannot be terminated, or modified, or shipment deferred after acceptance of Buyer's order by Seller, except with Seller's written consent in the event of cancellation or termination by Buyer of this order before completion thereof, other than breach thereof by Seller. Buyer shall pay to Seller promptly upon receipt of invoice from Seller:
  - (a) Contract price for all products which shall have been completed prior to notice of termination.
  - (b) All actual costs made or incurred by Seller in connection with the uncompleted portion of the order. Such costs shall include profit, overhead and costs of materials in process or purchased for processing the order, and which materials shall belong to the Buyer.
  - (c) Cancellation charges if any of Seller on account of its commitments made under the order.
  - (d) In the event a tooling charge is pro-rated over the cost of the order, balance of tooling charge not so pro-rated on previous shipments shall be billed as a cancellation charge.
13. GENERAL CONDITIONS.
  - A. In addition to the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of any order or contract if the Buyer is in default in the performance of any order or contract with Seller, and in case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by Seller.
  - B. No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion.
  - C. The sale of Goods pursuant to this order shall be governed by the laws of the State of Ohio, Seller agrees to comply with all applicable laws of the United States.
14. SEVERABILITY. The invalidity or unenforceability of any one or more phrases, sentences, or sections shall not affect the validity or enforceability of the remaining portions of this Agreement.