

PURCHASE ORDER TERMS AND CONDITIONS

1. Agreement and Acceptance-Seller agrees to sell and deliver the goods or services specified in this Purchase Order in accordance with these terms and conditions and meeting the quality requirements and in the quantities specified in this Purchase Order and any documents such as technical specifications or standards referenced herein. This document and any referenced documents constitute the entire agreement of the parties and supersede all prior negotiations or documents. Seller's acceptance of this order is expressly limited to the terms of this order, and Seller acknowledges its acceptance of this order by delivery of goods, rendering of services, or the commencement of work on goods to be specially manufactured for Buyer pursuant to this order.

2. Price and Payments-Prices contained in this order and/or attached schedules are firm and are not subject to change without Buyer's written approval. All prices are FOB Buyer's plant unless otherwise specified. Supplier warrants that the prices for the goods and services sold to Buyer are no less favorable than Supplier currently extends to any other customer for the same or similar goods or services in similar quantities. If Supplier reduces its prices to others for the same or similar goods or services during the term of this order, Supplier will immediately reduce the prices to Buyer for such goods or services. Supplier warrants that prices shown on this order are complete, and that no additional charges of any type will be added without Buyer's express written consent. Buyer will make all payments to Supplier within agreed number of days net proximal from the date of Supplier's invoice, unless expressly stated to the contrary on the front of this Purchase Order.

3. Delivery-Time is of the essence, and deliveries are to be made both in the quantities and at the dates specified by Buyer. Buyer will not pay for material or items delivered to Buyer which are in excess of quantities specified in this order. Buyer may, from time to time, change delivery schedules to direct temporary suspension of scheduled shipments upon prior written or verbal notice. If Supplier fails to make deliveries or perform services at the agreed time, all damages suffered by Buyer and any additional transportation or other costs required to meet the specified delivery schedule will be at the expense of the Seller.

4. Packing, Marking, and Shipment-Supplier will pack and mark goods and make shipments in accordance with Buyer's instructions, meet carrier requirements and assure delivery free of damage and deterioration. All shipments to Buyer's plants must include a packing slip and/or bills of lading. Whenever shipment is made by truck, Supplier will enclose a packing slip in an envelope to Buyer's traffic representative upon arrival at Buyer's plant. Supplier is responsible for all risks to the goods until delivery and acceptance at the designated FOB point. Buyer will not be responsible for delays in the payment of invoices if the following requirements are not met. Invoices and packing slips must bear the Purchase Order number, part number, quantity buys or the release number on blanket orders, the "ship-to" address, Buyer assigned plant location, and address to invoice.

5. General Warranty- Supplier warrants that the goods or services will (I) comply with all specifications, drawings, descriptions, or samples furnished and/or specified by Buyer, (II) be merchantable, and (III) be free from defects in materials and workmanship. Supplier further warrants that all goods not designed by Buyer will be fit and sufficient for the purpose intended. The warranty term will be coterminous with the warranty extended to Buyer's customers by Buyer. Supplier's liability for a breach of the warranties given herein will be determined by Buyer's analysis of a sample of products against which claims are made that the products are defective. Supplier will participate in such analysis in accordance with Buyer's procedures. Supplier further warrants that on delivery Buyer will receive good and merchantable title to the goods and services, free and clear of all liens, and encumbrances of any kind. These warranties are in addition to any warranties implied by law or otherwise made by Supplier and will survive acceptance and payment by Buyer.

6. Inspection and Claims-All goods are subject to Buyer's inspection and rejection. Defective goods not in accordance with Buyer's specifications will be held for Supplier's instruction and at Supplier's risk and if Supplier so directs, will be returned at Supplier's expense. Payment for goods on this order prior to inspection does not constitute acceptance or remove Supplier's responsibility for latent defects. This order is issued for the product specifically identified in this order, and any substitution of material, without prior Buyer approval, will be considered a breach of this order. Supplier will defend, indemnify, and hold Buyer harmless against all claims, liability, losses, damages, and settlement expenses in connection with any breach by Supplier of these general conditions or for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Supplier or its employees, agent, or subcontractors in connection with performing this order.

7. Technology Rights-The specifications, drawings, designs, manufacturing data and other information transmitted to Supplier by Buyer in connection with the performance of this order are the property of Buyer and/or Buyer's customers and may be covered by one or more Buyer patents, patent applications, know-how or copyrights (confidential information). No rights are granted to Supplier under any Buyer patents or technology except as may be necessary to fulfill Supplier's obligations under this order.

8. Assignment-This order or any rights or interest in it may not be assigned, delegated or transferred as part of a sale of the Supplier or its business, stock or assets without Buyer's prior written consent.

9. Termination at Buyer's Option- Buyer may terminate this order at any time without cause in whole or in part by written notice. Supplier will stop work on the date and to the extent specified in such notice and terminate all order and subcontracts that relate to the terminated order. Buyer will pay Supplier of finished work accepted by Buyer as well as for the documented cost to Supplier of work in process and raw material allocable to the terminated work which is not in excess of any prior Buyer authorization. Payment made under this paragraph will not apply to any cancellation by Buyer for default by Supplier or for any other cause recognized by law or specified by this order. If Supplier (I) fails to deliver goods or perform services at the time specified herein or fails to make progress so as to endanger performance of the work or impair delivery dates, or (II) fails to perform any other provisions hereof and does not cure such failure within a period of ten (10) days after receipt of written notice from Buyer specifying such failure, or (III) becomes financially unstable, insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, or (IV) is merged into another company and/or is expropriated or nationalized, Buyer may cancel the whole or any part of this order without any liability, except for payment due for goods and services delivered and accepted to date. Upon such termination, Buyer will have the right, and on notice to Supplier, to take title to and possession of all or any part of such materials, work in process or finished goods performed by Supplier under this order, any special tooling and all drawings, technology and information furnished by Buyer.

10. Remedies-The rights and remedies reserved to Buyer are cumulative and in addition to any other rights and remedies available at law or in equity. No waiver of any breach of any provision of this order will constitute a waiver of any other breach or a waiver of such provision.

11. Governing Law-This Purchase Order/Contract will be construed and interpreted according to the laws of the State of Michigan.