

ASF COMPONENTS LLC

TERMS AND CONDITIONS OF SALE

1. This quotation, including these Terms and Conditions of Sale which shall for all purposes be deemed incorporated in and a part of the quotation, is an offer by ASF Components, LLC ("Seller") to the party to whom the quotation is addressed ("Buyer") to enter into the agreement it describes, including, without limitation, to sell the products ("Products") and/or services ("Services") identified in such agreement and it shall be the complete and exclusive statement of such agreement. Buyer shall accept the offer in writing or by the issuance to Seller of a purchase order or other acceptance document for the Products or Services. Acceptance is expressly limited to the terms of Seller's offer. Any additions or modifications proposed by Buyer, whether contained in Buyer's purchase order or other acceptance document, are expressly rejected by Seller and are not part of the agreement in the absence of an agreement in writing signed by an authorized representative of Seller. Notwithstanding any contrary provision in Buyer's purchase order or other acceptance document, delivery of Products or Services or commencement of production by Seller shall not constitute acceptance of Buyer's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms contained in this quotation. Upon acceptance by Buyer, this quotation will become a binding contract between Buyer and Seller.

2. All sales of Products are F.O.B. Seller's Plant unless otherwise specified in this quotation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier. Prepayment or allowance of freight by Seller shall not affect this provision. SELLER SHALL NOT BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM THE HANDLING OR USE OF PRODUCTS AFTER SUCH DELIVERY.

3. Unless otherwise stated all prices indicated in this quotation are payable in U.S. Dollars and do not include transportation charges or federal, state, local or foreign taxes, if any, measured by the sales price, which shall be added to the price, where applicable. Buyer agrees to reimburse Seller for any prepaid transportation and sales, excise and similar taxes which Seller may pay or be required to pay with respect to any Products or Services covered by this quotation. Seller reserves the right to increase prices of Products or Services in the event of increases in its raw material costs or other costs or expenses arising after the date of this quotation. No price reductions shall apply unless specifically agreed to in writing by an authorized representative of Seller.

4. Seller reserves the right to make partial shipments. Claims for shortages in quantity or for non-conforming Products shall be deemed waived unless made in writing to Seller within ten (10) days after delivery. Buyer waives all claims for any cause after any part of a Product has been treated, processed or changed in any manner from its original condition. Seller will not be liable for any loss or damage resulting from delays in delivery which are beyond its control, and in no event, will Seller be liable for any special, incidental or consequential damages (including, but not limited to, lost profits, inspection costs or increased costs of the Buyer's performance of its contract obligation) however caused.

5. All invoices to Buyer are due and payable thirty (30) days after the date of invoice. Prorated payments shall be due for partial shipments. The making of payments at the times they respectively fall due shall be considered as the essence of this Agreement, and the failure to make such payments shall constitute a material breach of this agreement entitling Seller, at its option, to any or all of a seller's remedies for breach, including rescission. Without limiting the generality of the foregoing, if Buyer fails to fulfill the payment terms under this quotation or if Seller at any time has any doubt as to

Buyer's creditworthiness or financial condition, Seller may decline to make further deliveries except against cash or security satisfactory to Seller in its sole discretion. Seller reserves the right to refuse orders for any reason and shall refund any deposit made by Buyer in regard to such orders. If Buyer has heretofore submitted a statement of financial condition or made a representation of creditworthiness to Seller, whether or not said statement is dated within three (3) months of the delivery of Products or Services sold hereunder, Buyer agrees that Seller may rely thereon and that unless otherwise expressly agreed in writing between the parties, such statement or representation is hereby renewed and expressly incorporated by reference herein.

6. Unless otherwise specified in this quotation, quantities of Products identified on any related purchase order shall be plus or minus ten (10%) percent. If "No underrun" or words of similar import are specified in writing on any related purchase order, then an overrun of up to twenty (20%) percent of quantity of Products ordered shall be allowable and identified to the contract.

7. Buyer's failure to accept delivery shall constitute a breach of this contract. If Buyer cancels any purchase order related to this quotation, Buyer shall promptly pay Seller for all complete Products ordered at the unit contract price and, if the Products are not fully completed, Buyer shall promptly pay Seller for all expenses of Seller incident to the contract including, without limitation, raw material, preparation, handling, tooling, make-ready and other commercially reasonable expenses incurred by Seller.

8. Seller warrants that at the time of delivery as provided herein, the Products and Services will conform to the applicable specifications or description. If the Products or Services furnished hereunder do not conform to the applicable specifications or description, provided that Seller receives a written claim from Buyer specifying the nonconformance within the time period specified herein, Seller agrees, at its option, to replace the Products or Services or repay the purchase price or the applicable pro-rata purchase price therefor, or if not paid, to allow credit therefor. No claims will be recognized in regard to Products disposed of or returned without Seller's written consent. Returns are not authorized and will not be accepted for credit unless specific written permission and shipping instructions have been furnished by Seller. THE FOREGOING WARRANTY IS EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE FORESEEABILITY OF SUCH DAMAGES.

9. Seller shall defend, at its sole expense, any third party claim, demand or suit against Buyer ("Claim") alleging that the use of any Product, as authorized by Seller, without further combination or modification, infringes a third party's U.S. patent, and shall indemnify and hold Buyer harmless from and against any and all losses, liabilities, damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys' fees) awarded or assessed against Buyer in connection with the Claim, or reached through a negotiated settlement of the Claim; provided, that (a) the alleged infringement does not arise from Seller's compliance with specifications or designs furnished by Buyer which describe that aspect of said Products on which such alleged infringement is based or, if a process patent is involved, the process performed by the Products is recommended in writing by Buyer; (b) Seller receives prompt written notice of such Claim and exclusive control over the defense and/or settlement of the Claim; and (c) Buyer provides Seller with all information available to Buyer for such defense and/or settlement and cooperates with Seller, at Seller's expense, in the defense and/or settlement of such Claim. Seller's exclusive obligation to indemnify as to Products declared to infringe, or which Seller believes are likely to infringe,

is limited to the acquisition of a license, the replacement of Products with non-infringing goods, the modification of the Products so that they are non-infringing, or the return of the purchase price for the Products, as Seller may elect in its sole discretion. THIS SECTION STATES SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION REGARDING PATENT INFRINGEMENT AND REMEDIES THEREFOR WITH RESPECT TO THE PRODUCTS, AND BUYER WAIVES ALL OTHER RIGHTS.

10. Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products and associated materials, including, without limitation, all reports, specifications, drawings, designs, computer programs and any other property, tangible or intangible, related thereto and furnished by Seller in connection with or pursuant to this quotation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to this quotation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that Buyer owns any rights in such Proprietary Materials, Buyer hereby irrevocably assigns to Seller all rights, title and interest, including all intellectual property rights, in and to such Proprietary Materials.

11. Any technical advice furnished by Seller to Buyer before or after delivery of the Products or Services identified in this quotation in regard to the use of, or otherwise in connection with, such Products or Services is gratuitous and without charge on the basis that it represents Seller's good faith judgment under the circumstances but that it is not a representation or warranty of Seller and is to be used at Buyer's sole risk.

12. Buyer warrants that any trademark Buyer requests Seller to reproduce is owned by Buyer or that Buyer's instructions with respect thereto have been duly authorized by the owner thereof and it is understood that Seller shall not acquire any right, title or interest therein.

13. No waiver of any breach of any provision herein shall be effective unless in writing and signed by an authorized representative of the party to be charged with the waiver nor shall a waiver of any breach constitute a waiver of any other breach or relate to any other breach.

14. No liability shall occur from delay in performance or non-performance by Seller to the extent that it results from any cause (including, without limitation, labor trouble, inclement weather, shortage of or inability to obtain materials, equipment or transportation and/or orders of courts) beyond the reasonable control of Seller. Either party may eliminate herefrom quantities so affected, but this contract shall remain in effect otherwise. If Seller's supply of Products to be sold hereunder is limited by any such cause, Seller shall have the right to pro-rate Seller's available supply over Seller's own requirements and Seller's commitments to Seller's customers as Seller considers fair.

15. The terms and conditions of this quotation constitute the entire contract between Buyer and Seller in regard to the Products or Services identified herein and supersede all prior oral or written representations or agreements by the parties with respect to the subject matter of the quotation. No subsequent terms, conditions, understandings or agreements purporting to modify the terms of this quotation, including any subsequent terms of purchase of Buyer or claims based on usages of trade, will be binding unless in writing and signed by both parties.

16. Any effort by Seller to assist Buyer in collecting claims for lost and damaged merchandise on any shipment does not make Seller responsible for filing or collecting claims or replacing merchandise. Claims for damaged and lost merchandise on any shipment shall not be deducted from the invoice, nor payment withheld awaiting adjustment on such claims.

17. The quotation shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Application of the 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Subject to the provisions of Section 18, (a) each of Seller and Buyer irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan in any action arising out of or relating to the quotation, (b) irrevocably agrees that all claims in respect of such action may be heard and determined in such state or federal court, and (c) irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action in such courts.

18. In the event of any dispute or disagreement between Seller and Buyer as to the interpretation of any provision of the quotation, the performance of obligations under this quotation, or any other disputed matter relating to this quotation (a "Dispute"), such Dispute, upon ten (10) days' prior written notice from one party to the other of its intent to arbitrate, shall be submitted to and settled exclusively by final and binding arbitration in lieu of any judicial proceeding; provided, however, that nothing contained in this Section shall preclude any party from seeking or obtaining from a court of competent jurisdiction (a) injunctive relief, or (b) equitable or other judicial relief to specifically enforce the provisions of this quotation or to preserve the status quo ante pending resolution of a Dispute. Subject only to the foregoing, no such Dispute shall be made the subject of an action in a court of law or equity by any party but shall be submitted to arbitration and finally determined in accordance with the provisions of this Section. Such arbitration shall be conducted by the American Arbitration Association in Southfield, Michigan before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association existing at the date of submission of the Dispute to arbitration; provided, however, the parties shall be entitled to discovery as provided in the Michigan Court Rules of 1985, as amended. All arbitration hearings shall be conducted on an expedited schedule commencing not later than one hundred twenty (120) days following selection of the arbitrator, and all proceedings shall be confidential. Any party may at its expense make a stenographic record thereof. Each of Seller and Buyer shall pay its own expenses and each of Seller and Buyer shall pay one-half of the costs and expenses of the arbitrator and the American Arbitration Association. Any arbitration award shall be binding and enforceable against Seller and Buyer and judgment may be entered thereon in any court of competent jurisdiction.

Accepted by _____

Title _____

Company _____

Date _____