

## Delfingen Order and Quotation Standard Terms and Conditions Valid from May 15, 2008

The term "Seller" as used herein shall mean Delfingen US, Inc. and subsidiaries. The term "Buyer" shall mean the party placing Requests for Quotation, the Purchase Orders ("Order") and or Releases ("Release"). No contractual relationship between Supplier and Buyer shall arise until such time as Buyer has placed an Order that has been accepted by Seller at its office and such acceptance has been indicated by a written acknowledgment. Tenders that do not stipulate an acceptance period shall not be binding. Orders shall be subject to all Seller's standard terms and conditions printed below, contained herein subject to correction for clerical errors.

These Delfingen Order and Quotation Standard Terms and Conditions ("Terms") shall be applied and be binding on all sales by Seller on or after the validation date stated above. If these Terms are provided with, or referenced in Seller's Quotation ("Quote"), the Quote constitutes an offer to sell according to these Terms only. Any terms requested by Buyer which are additional to or different from these Terms shall only be accepted if expressly acknowledged by Seller in writing.

1. **TERMS OF SALE.** These Terms, along with those in Seller's Quotation and any Order Acknowledgment, along with Buyer's Orders and Releases but only to the extent stated in Section 2, shall constitute the sole and entire agreement between Buyer and Seller with respect to the subject matter herein. Any term or condition in any document furnished by Buyer that is any way inconsistent with or in addition to these Terms is hereby expressly rejected. Seller's acceptance of any offer or order of Buyer is hereby expressly conditional on Buyer's assent to all terms and conditions hereof. Failure to object shall be conclusively deemed acceptance of these terms and conditions. Seller's failure to object to any term or condition in any oral or written communication from Buyer, whether originated before or after the date hereof, shall not constitute an acceptance thereof or a waiver of any term or condition hereof. An authorized representative of Seller must specifically agree to any change in terms and conditions of sale contained herein in writing before becoming binding on Seller. All orders or contracts must be approved and accepted by Seller at its offices.  
  
**PRICING.** Prices shown are current prices and Seller reserves the right to adjust the invoice price for any item to correspond to prices prevailing at time of shipment. Notwithstanding the foregoing, Seller may alter prices at any time, upon written notice to Buyer, due to variations in the cost of raw materials used to manufacture the goods purchased by Buyer, or due to a material change in quoted volumes.
2. **LEAD TIME.** Buyer acknowledges that Seller's lead time shall be at a minimum two weeks, with longer lead times stated on Seller's Quotation. Seller may charge Buyer and Buyer agrees to compensate Seller for special charges related to special requests, deliveries that occur in lead times of less than two weeks or in quantities beyond the stated Order or firm Release quantity.
3. **ORDERS / RELEASES.** Orders shall include those documents marked as such with quantities of "Blanket" or as stated in a specific quantity to be delivered by a specific date. Releases shall include any paper or electronic schedule for delivery issued to Seller hereunder. The Order and Release shall only govern the specific quantity, delivery date and freight method for materials ordered and any related services (collectively, "Goods"). All other terms and conditions of sale shall be governed by this document and the specifications & prints confirmed by Seller's Quotation (Quote), which will apply to all purchases made by Buyer. Acknowledgements by Seller of Buyer's Order shall only be an acknowledgment of the order quantity, delivery date and freight method.
4. **RELEASE FLUCTUATIONS.** Quantities for shipment as controlled by Releases or other delivery schedules issued by Buyer shall be considered firm for the fourteen day period following the date of receipt by Seller of such Release or other delivery schedule and said quantities shall be limited for shipment by Seller as follows:
  - a. Seller shall not be responsible to ship any weekly quantity in excess of the prior Release firm requirements for the current weekly period.
  - b. Seller shall not be responsible to ship any weekly quantity in excess of the average weekly usage as defined by totaling the prior four weeks of shipment quantities and dividing by four, plus ten percent (10%)
  - c. Seller shall not be responsible to ship any weekly quantity in excess of Buyer's annual forecast volume divided by fifty (50), plus ten percent (10%)
5. **CANCELLATIONS:** In the event of a request to stop work or to cancel the whole or part of an Order or Release, Buyer shall make payments to Seller as follows:
  - a. Any and all work that is completed on or before the date of notification to stop work on account of cancellation shall be completed, shipped, and paid for in full.
  - b. For work in process and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay Seller the actual cost including burdens determined in accordance with the good accounting practice, plus a liquidated damage equal to 15% of such costs and burdens.
6. **ACCEPTANCE.** Buyer's written acknowledgment of these terms and conditions, delivery of an Order or Release, or delivery of any Goods hereunder will constitute Buyer's acceptance of these Terms by Buyer. Without Seller's written consent, no additional or different terms proposed by Buyer in its acknowledgment or otherwise will be effective to modify these Terms and Seller will be deemed to have accepted the Order without such modifications.
7. **ASSIGNMENT.** Buyer may not assign, transfer or subcontract this agreement or the pricing offered by Seller to Buyer or any of its rights or obligations hereunder, in whole or in part, without Seller's prior written consent and any purported assignment in violation of this provision will be void.
8. **CHANGES TO TERMS.** Seller may change these Terms in any respect at any time by written notice to Buyer.
9. **TERMS AND METHOD OF PAYMENT.** All deliveries shall be subject to Seller's approval of Buyer's credit from time to time. Where Seller has extended credit to Buyer, terms of payment shall be net (30) days from date of invoice unless stated otherwise in Seller's Quote. Late payments shall incur a time-price differential in the higher amount of 1 1/2% per month or the maximum rate then permitted by law. If Buyer fails to make payment for Goods delivered as herein provided, or if in Seller's opinion a change to Buyer's financial condition or other circumstances no longer warrants shipment on the terms originally specified in any contract made hereunder, Seller may, at its option, and without affecting any other lawful remedy, change the terms of payment, or suspend performance or further delivery, or both, until Buyer pays all invoices current, provides security or other assurances of performance as required by Seller within 5 days of Seller's request. Seller may at any time limit or cancel the credit to Buyer as to time and amount and may demand payment in cash before delivery and any part of the goods. On any order for which credit is not extended by Seller, shipment or delivery shall be at Seller's election as follows: Cash in Advance (in whole or in part), or C.O.D. with all costs of collection charged to Buyer. The payment of deliveries for orders outside EU, USA or Canada shall be made, unless otherwise specified, by irrevocable letters of credit confirmed by a US bank. All invoiced amounts and payments are due in U.S. Dollars. Upon breach or default by Buyer, and in addition to any other remedies at law or equity, Buyer shall indemnify Seller for all attorneys' and other professional fees and costs incurred by Seller in connection with Buyer's default or breach or any action by Seller to enforce its rights under the parties' contract.
10. **TAXES.** Any tax, duty or government charge by the Federal, state, or municipal government applicable to the Goods sold hereunder now imposed or hereafter becoming effective during the term of any contract made hereunder shall be paid by Buyer and may be added by Seller to the sales price where Seller has the legal

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obligation to collect or pay same, and shall be promptly paid by Buyer unless Buyer provides Seller with a proper tax-exemption certificate. Buyer shall state on its purchase order if purchased items are for resale or tax exempt.

11. **TITLE AND DELIVERY.** Unless otherwise stated on the face of Seller Quotation or pricing agreement, the Goods are sold "F.O.B." Seller's facility. The risk of loss and costs of transportation of the Goods shall pass to Buyer on the date they are loaded onto a common carrier at Seller's location, according to the provisions stipulated in the INCOTERMS. Unless Buyer gives specific instructions, Seller will: (1) select a reasonable and economical method and route of shipment, and (2) forward shipment collect or will ship prepaid and invoice Buyer for transportation charges depending upon the method for each shipment. Title shall remain in Seller until full payment is received for the Goods.
12. **DELIVERY SCHEDULE.** Notwithstanding any of the foregoing, Buyer understands that any delivery schedule contemplated under this agreement or any Order is estimated only and is presented in good faith by Seller. Seller can give no firm assurance that such estimated schedule will be met. Therefore, Seller reserves the right, if it is unable to meet such schedule in the exercise of its best efforts, to delay, postpone, or terminate deliveries so scheduled in its discretion. Seller shall not be liable to Buyer or any other person or organization for any failure to deliver all or any portion of the products scheduled and shall not be liable for any direct, indirect, incidental or consequential damages resulting from any failure to meet such schedule. Seller may deliver any goods in installments. If any shipment is delayed at Buyer's request, Seller may invoice Buyer for such goods and risk of loss of such goods shall pass to Buyer on the date Seller is prepared to make shipment.
13. **PACKING AND SHIPMENT.** Seller will pack and ship the Goods in accordance with Seller's normal standard pack and labeling. If materials are shipped in a non-standard form of transportation or packaging, special charges may apply. These charges shall be for Buyer's account and shall be agreed to by Buyer prior to the shipment of any material ordered by Buyer. Seller's count or weight will be final and conclusive for all shipments.
14. **QUALITY.** Seller will comply with QS-9000 Quality System Requirements or other quality standards as stated on Seller's Quotation.
15. **NOTICE OF DEFECTS, WARRANTY.** Buyer shall promptly inspect the Goods delivered hereunder to determine whether they conform to Seller's specifications in effect at the time of shipment. If Buyer fails to inspect, or fails to thoroughly inspect or if reasonably apparent defects are not reported to Seller immediately, at the latest with 14 days after receipt, the Goods shall be regarded as conforming and accepted. Concealed defects shall be regarded as having been accepted, if they are not reported to Seller immediately on discovery, at the latest within 24 months from the date of receipt of shipment. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE ALL OF WHICH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.** Seller may repair or replace in its sole discretion any Goods delivered hereunder which become defective or fail to meet the applicable specifications during the warranty period due to bad workmanship, faulty design or faulty material, conditioned on: (a) Seller is notified in writing by Buyer within ten (10) days after discovery of defects or failure to meet specification; (b) Buyer obtains a Return Material Authorization (RMA) number from Seller prior to returning any defective Goods to Seller; (c) the defective Goods are returned to Seller suitably packaged, transportation charges prepaid by Buyer; (d) the defective Goods are received by Seller for adjustment no later than four (4) weeks following the last day of the warranty period and (e) Seller's examination of such Goods shall disclose to its satisfaction that such defects or failures have not been caused by misuse, abuse, neglect, improper installation or application, repair, alteration, accident or negligence in use, storage, transportation or handling. In the event that any one or more of the foregoing conditions (a) through (e) is not satisfied, Seller shall have no liability under this warranty whatsoever. Any repair or alterations of the goods shipped hereunder must be authorized in writing by Seller to prevent voiding Seller's warranty. **THE FOREGOING STATES THE ENTIRE WARRANTY LIABILITY OF SELLER.**
16. **DISCLAIMER OF CERTAIN DAMAGES. BUYER IS LIMITED SOLELY TO ITS DIRECT, OUT-OF-POCKET, DAMAGES DIRECTLY AND PROXIMATELY RESULTING FROM ANY BREACH BY SELLER OF THESE TERMS OR ANY AGREEMENT WITH BUYER. BUYER WAIVES, AND SELLER DISCLAIMS, ANY CLAIMS OR DAMAGES FOR LOST PROFITS, CONSEQUENTIAL DAMAGES, OVERHEAD COSTS AND EXPENSES, COSTS TO RETOOL, RECONFIGURE OR MODIFY BUYERS OPERATIONS, ATTORNEYS' FEES OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF SELLER IS AWARE OF THE POSSIBILITY OF THEIR OCCURRENCE.**
17. **FREIGHT CLAIMS:** Buyer shall inspect shipments when they arrive, note discrepancies on the freight bill at the time of delivery and provide Seller with prompt written notice of any discrepancies. Seller shall not be liable for any loss incurred during or as a result of shipment, as Goods are provided F.O.B. Seller's factory. Seller disclaims and Buyer waives claims for shipments signed as complete and undamaged later found to be incomplete or damaged. Buyer shall inspect the package for damage or pilferage before the carrier leaves and shall report claims for damage or short shipments to the carrier immediately upon receipt of shipment. If Buyer signs for shipment and then finds concealed damage, such as torn product packaging or broken products, call the delivering carrier for a damage inspection. Retain all shipping materials for inspection by the carrier.
18. **INVOICE DISCREPANCIES:** All invoice discrepancies including price adjustments, processing fees and other add-ons shall be reported to Seller within thirty (30) days of the date of the invoice or the claim shall be waived.
19. **NON-WAIVER OF DEFAULT:** Each shipment made under any order shall be treated as a separate sale and transaction, but in the event of any default by Buyer, Seller may decline to make further shipments without in any way affecting its rights under such order. If, despite any default by Buyer, Seller elects to continue to make shipments, its actions shall not constitute a waiver of any default or in any way affect Seller's legal remedies for any such default.
20. **INTELLECTUAL PROPERTY:** Seller shall own all intellectual property, including all inventions, patents, copyrights, trade secrets and/or know-how, which is developed or created by Seller while performing its obligations to supply Goods to Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liability, damages, expenses, costs or losses resulting from any suit or proceeding brought for infringement of any patents(s), copyright(s), or trademarks(s) or for misappropriation or use of any trade secret(s) or for unfair competition arising from compliance with Buyer's designs, specifications or instructions. With respect to Goods manufactured solely to Seller's designs and specifications, Seller shall defend any suit or proceeding brought against buyer insofar as such suit or proceeding is based on a claim that any such Goods finished hereunder infringe any patent of the United States. If Seller is notified promptly in writing of such suit or proceedings, and is given full and complete authority, information and assistance by Buyer for such defense, Seller shall pay all damages and costs finally awarded against Buyer, in any such suit or proceeding, but Seller shall not be responsible for any settlement thereof made by Buyer without the written consent of Seller. In the event that such Goods are held in such suit or proceeding, or in the opinion of Seller such Goods are likely to become the subject of a claim of infringement of a patent, Seller in its sole discretion and at its own expense may either, (a) procure for Buyer the right to continue using such goods, or (b) modify such goods so that they become non-infringing, or (c) replace such Goods with non-infringing Goods, or (d) accepts the return of such Goods, granting Buyer a refund. If infringement is alleged prior to the completion of delivery of the Goods, Seller may decline to make further shipments without being in breach of any agreement. Seller shall have no liability to Buyer under any provision hereof for any patent infringement or claim thereof that is based

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upon (a) a modification of the Goods not introduced by or approved by Seller, or (b) the interconnection or use of the Goods in combination with Goods or other devices not made by Seller, or (c) the use of the Goods in other than application recommended by Seller. The sale of Goods confers no license of any kind upon Buyer, by implication or otherwise. In no event shall Seller be required to incur indemnity costs under this section in amounts which exceed the purchase price of the affected Goods. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR INFRINGEMENT OF PATENTS BY THE GOODS OF ANY PART(S) THEREOF.

21. **CONFIDENTIAL INFORMATION.** Except as necessary and or required by law (and upon prior written notice to Seller), or with Seller's prior written consent, Buyer will at all times keep confidential all pricing, information, drawings, specifications and data furnished by Seller (whether in writing, electronically, orally, or visually) or derived or developed by Seller. Buyer will not divulge such confidential information, use it for its own benefit or for the benefit of any other party, copy it, or permit copies to be made. These confidentiality obligations do not apply to information lawfully known by Buyer at the time of disclosure by Seller or obtained by Buyer from a third party lawfully entitled to disclose it, or to information that is or becomes public knowledge other than through disclosure by Buyer. Buyer will not publish or advertise the existence or nature of its agreements or arrangements with Seller without Seller's prior written consent.
22. **FORCE MAJEURE.** Neither party will be liable for delays in its performance of any Order or Release due to events beyond its reasonable control (including, without limitation, acts of God, fire, flood, acts of war, and acts of sovereign governments), provided that such party notifies the other promptly of the nature and expected duration of the delay and uses all reasonable commercial efforts to mitigate any resulting losses or damages to the other party. In no event shall Seller be liable to Buyer for failure to perform or deliver, or a delay in delivery due to strikes, labor disturbances, raw material shortages or allocations, refusal of a Seller to provide raw materials or services if Seller refuses to agree to a price increase, plant calamities or disasters, acts of God, government actions, civil disturbances, acts of terrorism, an increase in the prices for raw materials or other goods or materials used in the manufacturing or fabrication process or incorporated into the goods covered by these Terms, the failure of a presupposed condition of the contract or other interferences beyond Seller's control.
23. **GOVERNING LAW/JURISDICTION.** This transaction will be governed and interpreted in all respects by the laws of the State of Michigan, and the Convention on Contracts for the International Sale of Goods shall not apply. The parties stipulate irrevocably that they submit to the personal jurisdiction of the state and federal courts in the State of Michigan and waive all challenges to the personal jurisdiction of such courts.