

1. ACCEPTANCE: This purchase order is accepted by Seller's effectively communicating to Buyer its acceptance within seven days. Acceptance is conditioned on Seller's agreement that both the terms and conditions stated in the summarized order transmitted by Buyer and the detailed terms described herein are the sole terms and conditions for this order. Any acceptance contained herein is expressly made conditional on Seller's assent to the additional or different terms and conditions contained herein. This purchase order, with any attachments, constitutes the parties entire agreement. No waiver or modification of this agreement's terms shall be valid unless in writing and signed by the parties. Seller may not assign this order without the Buyer's prior written consent.

2. PACKING AND TRANSPORTATION: All charges for packing, hauling, storage and transportation to point of delivery are included in the purchase price unless otherwise specified. Seller will pay all delivery charges in excess of any delivery charges the Buyer has agreed to pay. All shipments must be accompanied by packing slips which describe the articles, state the purchase order number and show the shipment's destination.

3. EXCESS PROCESSING AND OVERSHIPMENTS: The Buyer will not be liable for materials processed in excess of its releases, nor for over shipments in excess of quantities specified and the Buyer may return any over shipments at Seller's expense, which shall include handling, packaging, and transportation both ways.

4. WARRANTIES OF SELLER: The seller warrants that all articles and services will conform to drawings, specifications or samples provided by Buyer and will be merchantable, of good material and workmanship, and free from defects. Seller also expressly warrants that any articles which are of Seller's design or specifications or are Seller's standard product will be fit and sufficient for the purpose intended. All articles and services are subject to Buyer's inspection. Buyer's issuance of payment after inspection of, or receipt of articles, or services, shall not constitute a waiver of any breach of warranty. Defective articles may be returned to the Seller for full credit or for replacement with new articles, at Buyer's option, and at the Seller's risk and expense including all charges for handling, packaging, and transportation both ways. No replacement of defective articles to be made except as authorized by a replacement order.

5. CHANGES IN SPECIFICATIONS: The Buyer may at any time make changes in the drawings or specifications or delivery dates as to any articles, materials, or services covered by this purchase order. If such changes affect the cost or time required for performance and if Seller makes claim for adjustment in writing within 30 days of the date it receives notification of change, an equitable adjustment shall be made.

6. PATTERNS, TOOLS AND EQUIPMENT: Title to and the right of immediate possession of any patterns, tools, jigs, dies, equipment or material furnished or paid for by the Buyer shall remain in Buyer. While retained by the Seller, such property shall be maintained in good and usable condition at no further cost to the Buyer. Any material furnished by the Seller and paid for by, or charged to the Buyer shall be held on consignments by the Seller and the Seller shall be responsible for any damage or loss thereto. Invoices for any patterns, tools, jigs, dies and equipment will be approved for payment only after production samples are accepted by the Buyer.

7. USE OF DESIGNS AND PATTERNS: If any articles included in this purchase order are made according to designs, specifications or blue prints or by means of any patterns, tools or dies furnished by the Buyer, the Seller agrees that the same articles or parts will not be furnished to any other person and that such patterns, tools or dies will not be used on any articles or parts furnished to any other person without the Buyer's written consent.

8. PATENTS: The Seller warrants that any materials, supplies or other articles furnished to the Buyer, except those made to Buyer's design will not infringe any United States or foreign patents and the Seller, upon due notice and at its own expense, will defend any suit or action which may be instituted against the Buyer or other persons using or selling the Buyer's products for the alleged infringement of any patent involving any of the articles covered by this order and the Seller agrees to pay all costs, damages, and profits recovered in any such suit or action.

9. CANCELLATION: The Buyer, without cost to the Buyer, and in addition to any other rights and remedies, reserves the right to cancel this order in whole or in part on account of defects in material, equipment, workmanship or quality, or if materials or any articles are not shipped as specified herein or in release orders issued hereunder, or are not in accordance with blueprints, drawings, specifications or written instructions issued hereunder, or in the event the Seller should make an assignment for the benefit of its creditors, or a receiver should be appointed for the Seller or its property or if proceedings in bankruptcy or for corporate reorganization should be filed by or against the Seller, or upon the Seller's failure to comply with any of the terms and conditions of this purchase order. In addition, the Buyer reserves the right to cancel this order at any time, in whole or in part, in the event governmental laws, regulations and/or administrative acts either directly or indirectly, require such suspension or cancellation or prevent the Buyer from carrying out the manufacture or sale for which the items ordered are being purchased. Buyer reserves the right to terminate this purchase order or any portion thereof if the items or any part thereof are no longer needed by Buyer and, in the event of such termination, Buyer will make settlement with Seller on an equitable basis which will cover Seller's actual cost to date of cancellation but will not include a profit.

10. EXCUSABLE DELAYS: Neither party shall be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any government or any

governmental agency, strikes, fires, labor difficulties, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other party in writing of the cause of such delay within five days after the beginning thereof. During the period of any such excusable delay by Seller, Buyer may, at its sole discretion, obtain the goods and services required herein from another source and Buyer's obligation to purchase same from Seller shall be diminished to the extent of such purchases from other sources. Buyer reserves the right to cancel this order if for any reason goods or services required herein are not delivered or deliverable by the specified delivery date and upon any such cancellation, Buyer shall have no further liability to Seller.

11. COMPLIANCE WITH THE LAW: Seller agrees to fully observe and comply with all applicable Federal, State and local laws, rules, regulations and orders, and to defend indemnify and save Buyer harmless from any act which may be instituted against Buyer or any liability which may be imposed upon Buyer as a result of Seller's failure to comply with such laws, rules, regulations and orders. Seller further agrees as a condition precedent to payment, to attach to or stamp on each invoice issued pursuant to this purchase order, the following statement: "We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as Amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

12. TAXES: The price as specified on the front of this order includes all taxes except Federal excise taxes, if applicable and state or local sales or use taxes, or similar taxes which the Seller is required by law to collect from the Buyer. Such taxes, if any, shall be separately stated on Seller's invoice and paid by Buyer unless an exemption is available.

13. OTHER AGREEMENTS: Seller agrees to defend and save harmless Buyer and its subsidiaries, its and the successors and assigns, customers and users of its and their products, against all suits at law or in equity from all damages, claims and demands arising out of the death or injury to any person or damage to property alleged to have resulted from the articles hereby ordered, and, upon the tendering of any such claim to Seller, to defend the same at Seller's expense as to all costs, fees, and damages.

14. WAIVER, COURSE OF DEALING, TRADE CUSTOM: The exercise or waiver by Buyer of any right or remedy provided herein shall be without prejudice to the subsequent exercise by Buyer of any right or remedy provided herein or by law. No local, general or trade custom shall effect any modification or variation of the terms of agreement herein.

15. INDEPENDENT CONTRACTOR: In supplying any labor hereunder, Seller warrants that it is an independent contractor and undertakes performance hereof as such with sole responsibility for withholding, collecting and/or the payment of any federal, state and local payroll taxes, unemployment insurance or taxes, social security taxes, worker's compensation insurance or taxes or any other similar taxes or insurance as may be required by law, with respect to its employees in the performance of work hereunder.

16. INSPECTION OF SELLER'S SITES AND PROCESSES: Buyer and buyer's customers shall have the right to visit Seller's premises, and the premises of Seller's subcontractors, for the purpose of verifying the adequacy of manufacturing systems and quality controls. Such verifications shall not relieve Seller of its obligations to establish, maintain and subject to third party review, a quality operating system. Such verification also shall not relieve Seller's responsibility to deliver products acceptable to Buyer.

17. DEFENSE AND INDEMNIFICATION: If this order involves performance of labor or other services by Seller on the property of Buyer, Seller agrees to defend, indemnify and hold Buyer harmless from all claims and demands asserted for loss of life, personal, injury, or property damage arising out of or resulting from the performance of such labor or services. Seller agrees to comply with all federal, state and local safety laws, rules and regulations to defend, indemnify and hold Buyer harmless against all liability for Seller's failure to comply. If Seller is required by this contract to perform work on Buyer's property, Seller agrees to follow any additional safety rules and regulations imposed by the Buyer covering Seller's work and Seller agrees additional safety rules and regulations imposed by the Buyer covering Seller's work and Seller agrees to defend, indemnify and hold Buyer harmless from any liability for any damage or injury in any way caused by Seller's failure to comply with such rules or regulations or the failure of Seller's subcontractors, if any, to comply.

18. TITLE AND RISK OF LOSS: Title to any goods covered by this contract shall not pass to Buyer until delivery to Buyer at the final destination designated, and prior to such delivery Seller retains title to and all risk of loss damage (in transit or otherwise) to such goods.

19. SUBCONTRACTS: In the event that Seller employs any subcontractor to perform any services or to provide on goods required by this agreement, Seller shall inform such subcontractor of all obligations Seller has to Buyer hereunder and shall incorporate in its agreements with said subcontractor identical obligations running from the subcontractor in favor of Buyer. Seller shall not employ any subcontractor without first obtaining written permission to do so from Buyer, which permission must, to be effective, conform to the requirements of paragraph 1, regarding modifications of the agreement.

20. WAIVER OF LIENS: Seller shall provide waivers of liens and affidavits as to all labor expended and materials and parts supplied in connection with this purchase order together with all invoices submitted to Buyer for payment.

21. APPLICABLE LAW: This contract shall be governed by and construed in accordance with the laws of the State of Michigan.

22. SEVERABILITY: In the event that any provision of this contract is found to be illegal or unenforceable, remaining provisions shall remain in full force and effect.