

**GR SPRING & STAMPING, INC.**  
**TERMS OF SALE**

All sales of products of GR Spring & Stamping, Inc. ("Seller") are made on the following terms and conditions. In these Terms of Sale, any products sold by Seller to the buyer named on the reverse side ("Buyer") are referred to below as "goods."

**1. Agreement.** These Terms of Sale exclusively govern all sales of goods (including, but not limited to, all quotations, purchase orders, order acknowledgments and invoices) by Seller to Buyer regardless of whether Buyer purchases such goods through the medium of purchase orders, releases or other similar document or form (whether written, electronic or by telephone order confirmed in writing by Seller) or otherwise (in each case, the "Purchase Order"). These Terms of Sale are expressly made conditional on Buyer's assent to all of the terms and conditions as they appear in these Terms of Sale, and acceptance of these Terms of Sale is limited to and must be made on the exact terms and conditions as they appear in these Terms of Sale. Purchase Orders, if accepted by Seller, are accepted subject to the terms and conditions set forth herein. SELLER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS PROPOSED BY BUYER WHETHER OR NOT CONTAINED IN ANY OF BUYER'S PURCHASE ORDERS, ON BUYER'S WEBSITE OR OTHERWISE SUBMITTED BY BUYER, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE DEEMED MATERIAL ALTERATIONS AND SHALL BE VOID AND OF NO EFFECT UNLESS IN WRITING AND APPROVED AND SIGNED BY SELLER SPECIFICALLY REFERRING TO AND AGREEING TO THE CHANGE. If these Terms of Sale are deemed an acceptance of a prior offer by Buyer, the acceptance is expressly made conditional on Buyer's assent to the additional and different terms as they appear in these Terms of Sale and such acceptance is limited to the express terms set forth in these Terms of Sale. If Buyer has not otherwise agreed to these Terms of Sale, then these Terms of Sale are deemed accepted and assented and agreed to by Buyer upon the earliest of Buyer's issuance of a Purchase Order, Buyer's failure to object in writing to such terms and conditions within ten (10) days after the receipt hereof, Buyer otherwise notifying Seller of its acceptance or Buyer's acceptance of or payment for the goods. Stenographic and clerical errors are subject to correction by Seller. Without limiting the foregoing, in case of a conflict between these Terms of Sale and any terms or conditions contained in any Purchase Order or otherwise submitted by Buyer, these Terms of Sale prevail. Seller and Buyer may agree that Buyer may use its Purchase Order to order goods, but none of the terms and conditions contained in such Purchase Order shall apply to the transaction between Buyer and Seller other than the quantity specified in the Purchase Order for the goods identified therein.

**2. Payment Terms.** Unless otherwise specified on the reverse side, payment in full of the price is due thirty (30) days after shipment, without discount, except that if at any time Seller determines that Buyer's financial condition or credit rating does not justify a sale on credit or if Buyer shall at any time be in default in any indebtedness or obligation owing to Seller, then Seller may require advance payment or may ship C.O.D. in addition to any other remedies. Any payment not made when due shall accrue a finance charge of 1-1/2% per month. Buyer shall pay the costs and expenses (including reasonable attorney fees) incurred by Seller in collecting or attempting to collect any amounts owing from Buyer to Seller. Payment must be made at Seller's office in Grand Rapids, Michigan.

**3. Price Increases.** Seller shall have and reserves the right to increase the price of goods to reflect any increase in the costs to Seller (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, increases in the costs of labor, materials or other costs of manufacturing), any change in delivery dates, tooling arrangements (including, but not limited to, any change in Buyer's obligation to pay for tooling), quantities or specifications for the goods (provided that any such changes are subject to prior written approval of Seller), any delay caused by instructions of the Buyer, failure of the Buyer to give the Seller adequate information or instructions or any deviation by Buyer by more than 10% of its forecasts of the quantity of goods to be purchased, as applicable. In addition, if a raw material, component or service provider raises its prices, or imposes a surcharge on Seller, Seller may and reserves the right to pass through the price increase or surcharge to Buyer and Buyer agrees to accept and pay such price increase or surcharge. Without limiting the foregoing, upon any permitted change by Buyer or upon termination or expiration of these Terms of Sale or any order, Buyer shall also be responsible for and shall pay all costs of Seller for goods or parts or materials thereof or relating thereto (including, but not limited to, raw materials) that are produced, ordered or received by Seller prior to the change, termination or expiration. Buyer may not offset or recoup any claim against amounts due Seller.

**4. Delivery and Risk of Loss.** Unless Seller agrees otherwise in writing, Seller shall deliver the goods EXW (Incoterms 2000) Seller's facility [from which the goods will be shipped – what does this phrase mean?], except that if Seller's facility and Buyer's facility are both located in the United States, then Seller shall deliver the goods F.O.B. (Uniform Commercial Code term) Seller's facility, except that, in either case, risk of loss of the goods shall pass to Buyer upon identification of the goods to the contract between Buyer and Seller. Shipping, delivery and performance dates are estimates only, and time is not of the essence. Seller shall not in any event be required to ship the goods unless and until Buyer shall have paid in full the purchase price of all tooling that Seller shall have ordered for use in producing the goods. Seller may ship all the goods at one time or in portions from time to time. Seller shall have the right to determine the method of shipment and routing of the goods, unless otherwise stated on the reverse side.

**5. Unavoidable Delay.** If Seller is unable to finish and ship the goods to Buyer on time because of anything Seller cannot control (including, but not limited to, casualty, labor trouble, fire, flood, governmental act or regulation, riot, inability to obtain supplies, materials or shipping space, plant breakdown, equipment failure, power failure, delay or interruption of carriers, tool defects, unscheduled maintenance, accident or acts of God), then the estimated delivery time shall be extended accordingly, and Seller shall not be liable to Buyer for any damages caused by the delay.

**6 Taxes.** Seller's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, and Buyer shall be liable for all such taxes, whether or not Seller invoices Buyer for them.

**7. Changes.** Seller shall have the right to make design or engineering changes in its parts, equipment, processes and methods of manufacture, but Seller will not, without Buyer's prior approval, make any changes in operational or dimensional specifications that Buyer submits. Stenographical and clerical errors in quotations are subject to correction.

**8. Defects; Remedies.** Buyer agrees to inspect the goods immediately upon receipt of such goods from Seller. If, prior to use, fabrication or alteration by Buyer, any item of goods not subject to abuse or misuse proves to be defective (as defined below) within 30 days following the date of shipment, and if Buyer gives written notice to Seller of such defect within that period and does not use, fabricate or alter the goods, then Seller shall, at Seller's option, either repair or replace the defective item, at Seller's expense. For clarification, references to a breach of Seller's warranty shall mean the same thing as "defective" (as defined below). Notice of a breach of Seller's warranty must be made in writing addressed to Seller, setting forth sufficient detail to permit identification by Seller of the claimed defect. Samples should accompany such notification. If Buyer uses, fabricates or alters the goods or fails to notify Seller within the 30 day period following shipment of the goods, any claim for breach of warranty shall be conclusively deemed to have been waived by Buyer with respect to the alleged defect. In the event of a defect in any goods constituting a breach of the warranty provided herein, Seller shall furnish instructions for the disposition of the defective goods. Seller shall have the option of requiring the return of the defective goods, transportation prepaid, and proof that the goods were not used, fabricated or altered or subject to misuse or abuse to establish the claim. No goods shall be returned to Seller without its prior written consent. The acceptance of any goods returned to Seller shall not be deemed an admission that the goods are defective or in breach of any warranty, and if Seller determines that the goods are not defective they may be returned to Buyer at Buyer's expense. If Seller fails to repair or replace any defective item within a reasonable time, then Seller shall be liable to Buyer for the lesser of (i) the reasonable costs of repair or replacement by a third party, or (ii) that part of the purchase price of the defective goods that shall have been paid by Buyer, but Buyer shall not obtain repair or replacement by a third party without giving Seller at least fifteen (15) days prior written notice, during which time Seller may repair or replace the defective item. An item shall be considered "defective" if it is found by Seller to have been defective in materials or workmanship and if the defect materially impairs the value of the goods to Buyer, except that the goods shall not be defective to the extent that (i) they conform with drawings of or specifications for or a sample of goods that have been approved by Buyer, (ii) they conform with goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved in connection with the production part approval process (PPAP), or (iii) they are damaged due to the method or length of storage. If Buyer's representative agrees, either orally or in writing, to a change in or waiver of the specifications for any item of goods, then such goods shall not be considered defective to the extent they conform to the specifications as so changed or waived. This paragraph sets forth Buyer's sole and exclusive remedies for any defect in, or otherwise relating to, the goods. Neither Buyer nor any other person may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to the goods. Any statements to the contrary are hereby rendered null and void unless made in a writing signed by an authorized officer of Seller.

**9. Unrestricted Right of Sale.** Seller shall have the unrestricted right to sell to other parties products identical or similar to the goods, except to the extent the products conform precisely to designs and specifications furnished to Seller by Buyer and Buyer has provided Seller with timely evidence that Buyer is vested with exclusive patent rights in such designs and specifications.

**10. Seller's Exclusive Rights in Goods.** If the goods are made to Seller's designs and specifications, Seller shall retain exclusive proprietary rights in such designs and specifications, and Buyer shall not obtain products conforming to or based upon such designs or specifications from any source other than Seller without the prior written authorization of Seller.

**11. Seller's Exclusive Rights in Modifications.** All modifications of the goods, of their designs and specifications, and of methods of their manufacture, handling, installation, operation, and use originated or developed by Seller or acquired by Seller from other parties shall be and remain the exclusive property of Seller, regardless of whether Buyer or Seller provided the original designs and specifications, and Buyer shall not obtain products embodying, incorporating or employing any such modifications from any source other than Seller without the prior written authorization of Seller.

**12. Disclaimer of Warranty; Limitations of Damages.**

(a) EXCEPT AS STATED IN PARAGRAPH 8, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE GOODS AND, IN PARTICULAR BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS.

(b) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SELLER SHALL HAVE NO TORT LIABILITY TO BUYER WITH RESPECT TO ANY OF THE GOODS AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE, ARISING FROM ANY PRODUCT DEFECT, DELAY, NONDELIVERY, RECALL OR OTHER BREACH, WHETHER KNOWN OR UNKNOWN, WHETHER OR NOT SUCH DAMAGES ARE THOSE OF A PARTY OR ANY OTHER PERSON OR ENTITY AND EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. WITHOUT LIMITING ANY OTHER LIMITATIONS OF DAMAGES CONTAINED HEREIN, IN NO EVENT SHALL SELLER'S LIABILITY ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THE GOODS EXCEED THE PURCHASE PRICE PREVIOUSLY PAID BY BUYER TO SELLER FOR THE GOODS IN QUESTION. Buyer shall have no right of rejection or of revocation of acceptance of the goods.

(c) The limitation of liabilities, disclaimers of warranties, exclusivity of remedies and other limitations set forth herein are an essential element of the bargain between the parties and will apply even if a remedy fails of its essential purpose. This Section 12 survives any termination, cancellation or expiration of these Terms of Sale.

**13. Solvency and Security Interest.** Buyer represents that Buyer is solvent. Seller retains a security interest in the goods to secure payment of the price and all other indebtedness that Buyer now and in the future owes to Seller.

**14. Quantities.** Seller may overrun or underrun the agreed-upon quantities by up to \_\_\_%, and Buyer shall pay Seller at the unit price for quantities that Seller delivers within these limits. Any claim by Buyer that Seller failed to deliver the agreed-upon quantity of goods (subject to any adjustment under the preceding sentence) must be submitted to Seller in writing within thirty (30) days after Buyer receives the goods. If Buyer fails to do so, then it shall be conclusively presumed that the proper quantity was delivered.

**15. Blanket Purchasing Agreement.** If the agreement between Seller and Buyer is a blanket purchasing agreement under which Buyer will from time to time issue to Seller "releases" with respect to portions of the goods, then, except to the extent that Seller otherwise expressly agrees in writing, (1) when Buyer issues a release for any of the goods, Seller shall be permitted to ship all of those goods within \_\_\_ days after Seller receives the release, notwithstanding any contrary provision in the release, (2) any delivery dates specified in any release shall be extended automatically to the extent that Seller is not reasonably able to meet such dates and (3) Buyer shall be obligated to release the entire quantity of goods provided for in the agreement within \_\_\_\_\_ after the date on which the agreement is formed.

**16. Components of Another Product.** If any of the goods constitute parts or components to be incorporated or installed in a product manufactured or assembled by or for Buyer, then (i) Buyer shall obtain, or cause the end-user of the product to obtain, all permits, inspections and licenses required for installation or operation of the product, (ii) Buyer shall cause the product to conform to all applicable laws, ordinances, regulations, codes and standards, and (iii) Buyer shall place on the product all safety devices and warnings, and shall furnish to its buyer all operating instructions, that shall be necessary or desirable to prevent any death, personal injury or property damage from being caused by any use or operation of the product.

**17. Resale.** On any resale of the goods, Buyer shall contractually limit its buyer's rights and remedies against both Buyer and Seller to the same extent as Buyer's rights and remedies are limited under *Paragraphs 8 and 12* above.

**18. Tooling.** If Seller imposes and Buyer pays a separately-identified charge for tooling to be used in the manufacture of the goods, then the tooling shall be the property of Buyer, subject to the following: (i) risk of loss of the tooling shall at all times remain with Buyer; (ii) Seller retains, and Buyer grants to Seller, a security interest in the tooling to secure all obligations at any time owing by Buyer to Seller; (iii) Buyer shall have no right to possession of the tooling as long as Seller has any outstanding obligation to sell to Buyer goods whose manufacture requires use of the tooling; (iv) Buyer shall reimburse Seller on demand for all costs of modifications of the tooling made reasonably necessary by changes in the specifications for the goods; (v) Buyer is responsible for maintenance and replacement, as needed; and (vi) upon Seller's demand, Buyer shall immediately remove the tooling from Seller's premises, at Buyer's expense, and if Buyer fails to do so within ten days after that demand, Seller may destroy or otherwise dispose of the tooling, without further notice or liability to Buyer.

**19. Intellectual Property.** In addition to the provisions in Sections 10 and 11, all intellectual and industrial property and all rights therein relating to the goods provided by Seller or otherwise contained in any item or documentation relating thereto, including, but not limited to, all drawings, designs, know-how, specifications, inventions, developments, processes, copyrights, trade secrets, trademarks, patents, service marks, engineering details and other data and information, will remain the property of Seller.

**20. Confidentiality.** Buyer shall hold in strict confidence and not disclose or duplicate any information disclosed, demonstrated or provided by Seller or any of its affiliates or otherwise designated as being proprietary to Seller or its affiliates without the prior written consent of Seller except for any information which becomes generally available to the public through no act or omission of Buyer and without breach of any agreement, limitation or restriction.

**21. Cancellation.**

(a) Buyer has no right to cancel its agreement to purchase the goods from Seller. If, however, Seller agrees in writing to permit cancellation, then Buyer shall immediately pay to Seller a cancellation charge in an amount equal to the purchase price (including any tooling charge) less allowances (in amounts determined by Seller) for (i) the realizable value to Seller of any standard components purchased or ordered by Seller before cancellation, (ii) the

realizable scrap value to Seller of the remaining material and tooling purchased, fabricated or ordered by Seller before cancellation, and (iii) any direct labor costs saved by Seller by reason of the cancellation. Buyer shall also be responsible as provided in Section 3.

(b) If Buyer fails to pay or perform any indebtedness or obligation owing to Seller (whether or not related to the sale of goods described on the reverse side), then Seller may consider Buyer's failure to be an anticipatory repudiation of any or all outstanding contracts providing for Seller to sell goods to Buyer, and Seller may, without liability to Buyer, cancel any or all of those outstanding contracts.

**22. Indemnity.** Buyer shall indemnify and hold harmless Seller with respect to all damages, losses, claims and expenses, including consequential and incidental damages and attorney fees, that Seller incurs as a result of any breach by Buyer of any of its obligations under these Terms of Sale or any claimed unfair competition or patent, trademark or copyright or other infringement or any other claim resulting from Seller's manufacture of the goods to Buyer's specifications.

**23. Seller's Rights.** Seller has all rights and remedies given to sellers by applicable law, and Seller's rights and remedies are cumulative and may be exercised from time to time. A waiver by Seller of any right on one occasion will not be a waiver of any future exercise of that right.

**24. Time For Bringing Action.** Any action by Buyer against Seller for breach of this Agreement or for any other claim arising out of or relating to the goods or their design, manufacture, sale or delivery must be brought within one year after the cause of action accrues.

**25. Applicable Law.** This agreement between Seller and Buyer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Any action arising out of or relating to this agreement may be brought in any federal or state court in Grand Rapids, Michigan, having jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum. The U.N. Convention on Contracts for the International Sales of Goods does not apply to these Terms of Sale.

**26. Force Majeure.** Seller shall not be liable or deemed in default for any late deliveries hereunder or for any other delays or failure to perform where the late delivery, delay or failure to perform has been occasioned by acts of God, fire, embargo, labor or industry disruptions or disturbances, weather, shortage of materials, strikes, civil disorders, acts of terrorism, war, epidemics, computer malfunctions, vendor allocations, accidents, governmental, regulatory or legal action or orders, delays caused by Buyer (including, but not limited to, Buyer's failure to promptly comply with the terms of payment), failure to secure materials from usual sources of supply, acts or omissions on the part of carriers, force majeure or any other circumstances beyond Seller's control not hereinabove enumerated.

**27. Complete Agreement; Amendment.** The terms on the reverse side and these standard Terms of Sale contain the entire agreement between Buyer and Seller. Any change in this agreement must be by a signed writing by both parties.

**28. Survival.** The provisions of these Terms of Sale that by their nature are reasonably intended to survive termination, cancellation or expiration including, but not limited to, Sections 8, 10 – 13, 16-20, 22-26, and 28-31 survive any termination, cancellation or expiration of these Terms of Sale or any order.

**29. Credits and Benefits.** Credits or benefits resulting from any order by Buyer or otherwise with respect to the goods, including, but not limited to, trade credits, export credits, duty and import drawback rights, and the refund of duties, taxes, or fees, belong to Seller. Buyer will provide all information and certificates necessary to permit Seller to receive these benefits or credits.

**30. Customs Matters.** The goods are subject to US export control laws. Buyer is obligated by law to comply with export control laws, including but not limited to the Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control. If Buyer exports the goods from the U.S. or other foreign country, Buyer assumes responsibility for complying with any and all applicable laws and regulations and for obtaining export and import authorizations and licenses. Buyer agrees to hold Seller harmless for any costs, fees, fines, or other liability incurred by Seller resulting from Buyer's failure to comply with the US export control and other applicable laws.

**31. Severability.** In case any of the terms or conditions contained herein shall be held invalid, illegal, and/or unenforceable, in whole or in part, neither the validity of the remaining part of such terms, nor the validity of any other term hereof shall be affected thereby.

**32. Headings.** The headings contained in these Terms of Sale are for convenience of reference only and shall not affect the meaning or interpretation of these Terms of Sale.