

## **1. Scope**

1.1 The Terms and Conditions shall be applicable to all purchases and shall be incorporated into all Purchase Orders (as that term is defined below) made or issued by TriMas Corporation, its subsidiaries or any entity controlling, controlled by, or under common control with it as is specified on the relevant Purchase Order (“Buyer”), from the Supplier, whether purchases are for tooling, machines, parts, raw materials, or other various goods or services (the “Supplied Goods”), to the exclusion of any other terms that Supplier may seek to substitute, impose or incorporate, now or in the future, including, without limitation, any inconsistent terms or conditions contained in or referred to in the Supplier’s general terms of sale, quotation, acceptance, correspondence, or any other documents issued by the Supplier relating, directly or indirectly, to the Supplied Goods, or implied by law, trade custom, practice or course of dealing and Supplier hereby waives any right it otherwise might have to rely on such other terms and conditions. Any proposal, offer, counter-offer, or other attempt by the Supplier to vary any of the Terms and Conditions is expressly rejected by the Buyer and shall have no force or effect.

1.2 The Purchase Order (incorporating the Terms and Conditions as specified above) shall be accepted by Supplier and constitute a binding contract upon the earlier of Supplier’s (a) written acknowledgment, (b) commencement of work on the Supplied Goods or (c) shipment of the Supplied Goods.

## **2. Price, Invoicing and Conditions of Payment**

2.1 Subject to Section 2.8, all prices for Supplied Goods shall be as stated in the purchase order (the “Purchase Order”). Supplier warrants that the prices on the Purchase Order are complete and that no other charges will be added without Buyer’s written consent. For the avoidance of doubt, Supplier shall be solely responsible for all packaging, packing, storage, delivery, transport and unloading costs, customs charges, taxes and insurance costs, excises and other charges required to be paid to any government (foreign, national, state or local) with respect Order within seven (7) days following delivery of the Supplied Goods.

2.3 Unless otherwise stated on the Purchase Order, the Supplier’s invoice shall be payable within sixty (60) days from the later of: (a) the date of receipt of the invoice (provided that such invoice is correct and complete); or (b) the date of delivery of the Supplied Goods. For the avoidance of doubt, no payment shall be made by Buyer in advance of receipt of the Supplied Goods. All invoicing and payments shall be made through electronic data interchange. Time of payment will not be of the essence.



manufacture, labelling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Supplied Goods, environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request from Buyer, Supplier shall certify in writing its complianc

perfect, register or enforce the same. Buyer shall reimburse any associated costs incurred by Supplier in providing such assistance.

5.2 In all circumstances where Section 5.1 does not apply, the provisions set out below shall apply to the Supplied Goods:

5.2.1 Supplier shall provide to Buyer any relevant technical information relating to the Supplied Goods (the "Technical Information"). The Technical Information provided to Buyer by Supplier shall not be subject to any use or disclosure restriction.

**7. Delivery**

7.1 Unless otherwise specified by Buyer, delivery of the Supplied Goods shall be D.D.P. Incoterms 2010 Buyer facility as indicated on the Purchase Order and subject





10.4 Supplier shall insure the Tools for damage or loss (including theft) in an amount not less than replacement value and shall maintain general liability insurance regarding operation of the Tools in amounts and coverage reasonable in the circumstances and acceptable to Buyer.

10.5 Upon the request of Buyer, the Tools shall be delivered to Buyer by Supplier, either (a) D.D.P Incoterms 2010 Buyer's facility properly packed and marked in accordance with the Terms and Conditions and requirements of the carrier selected by Buyer, or (b) to any location designated by Buyer, provided that Buyer shall pay Supplier the reasonable cost of delivering the Tools to the location. Buyer has the right to enter Supplier's premises at all reasonable times to inspect the Tools and Supplier's records with respect to the Tools.

10.6 Supplier agrees to check carefully and approve all Tools supplied by Buyer prior to use. Supplier shall assume responsibility for all risk, loss, damages, death, personal injury or expenses arising, either directly or indirectly, from its use, maintenance, repair of the Tools, including any interruption of service or loss of business, profits or any other indirect, special or consequential damage.

**11. Express Warranty.**



11.3 The warranties in this Section 11 shall be in addition to all other warranties afforded to Buyer by operation of law (including, without limitation, the Sale of Goods Act 1979 (as amended) and the Supply of Goods and Services Act 1982) or by industry standards, except that no course of dealing or usage of trade shall be applicable unless expressly incorporated into these Terms and Conditions in writing and signed by the parties.

11.4 These warranties shall survive the expiration or termination of the Purchase Order (incorporating these Terms and Conditions) and shall apply to Buyer, its successors, assigns, customers and the end-users of Buyer's Supplied Goods. These warranties may not be limited or disclaimed by Supplier.

11.5 Buyer's approval of Supplier's design, material, process, drawing, specifications or the like for the Supplied Goods shall not be construed to relieve Supplier of strict compliance with the warranties in this Section 11.

11.6 If Buyer, its customers or the manufacturer of any finished product on which the Supplied Goods, or any parts, components or systems incorporating the Supplied Goods, are installed, voluntarily or pursuant to a government mandate, recalls the Supplied Goods or any such finished product (a "Recall"), Supplier shall nonetheless be liable for costs and damages associated with the Recall to the extent that the costs and damages are based upon a reasonable determination that the Supplied Goods fail to conform to these Terms and Conditions.

## **12. Indemnification.**

12.1 To the fullest extent permitted by law, Supplier shall indemnify, hold harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any direct, indirect or consequential liabilities, loss, damages, demands, costs, expenses, suits, legal actions, claims, investigations, or any threat of the same, and all other obligations



**15. Changes.** Buyer shall have the right, by reasonable written notice, to suspend work or make changes from time to time in the Supplied Goods to be provided by Supplier under a Purchase Order, or the delivery thereof. If any such change causes an increase or decrease in the cost of or time required for performance of a Purchase Order by Supplier, an equitable adjustment shall be negotiated promptly and in good faith by the parties (or, in the event that the parties cannot agree, then a proportionate adjustment shall be applied), and the Purchase Order shall be modified in writing accordingly. Supplier must submit in writing any claim for adjustment to Buyer within thirty (30) days from the date that notification of the change is received by Supplier. Upon approval of the claim by Buyer, any excess or obsolete Tools or Supplied Goods set forth in the claim shall become the property of Buyer, to dispose or utilize as Buyer deems necessary. Notwithstanding the foregoing, Supplier shall be required to continue to perform under the revised Purchase Order.

**16. Confidentiality.**

16.1 All information provided to Supplier by Buyer under these Terms and Conditions shall remain Buyer's property and be considered confidential by Supplier.

16.2 Supplier shall not use or disclose such confidential information other than as



17.3.7 Supplier is unable to pay its debts as and when they fall due;

17.3.8 there is a change of control of Supplier (within the meaning of section 840 of the Income and Corporation Taxes Act 1988).

17.4 In the event of termination under Section 17.3, Buyer shall not be liable to Supplier for any amount, except for conforming Supplied Goods that have been delivered to Buyer prior to termination, and Supplier shall be liable to Buyer for all damages sustained by reason of Supplier's default which gave rise to the termination.

18.1.5 Buyer shall have the right to immediately terminate the Purchase Order, without any penalty, liability to Supplier for any fees, reimbursements or other compensation under the Purchase Order or obligation to pay damages, in the event that Buyer should receive

adherence of the sub-contractor to the Purchase Order, these Terms and Conditions and the performance of the duties hereunder. Buyer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations hereunder.

19.2 Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if caused by an act of God, fire, , earthquake, , riot, civil commotion, natural disaster or extreme adverse weather condition, war, insurrection, terrorist attack or threat of terrorism, ("Force Majeure Event"). Written notice of the delay, including the anticipated duration of the delay, must be given by the non-performing party within ten (10) days of the event. Buyer reserves the right to defer the date of delivery or payment or to cancel any Purchase Order or reduce the quantity of Supplied Goods if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event. During the period of any delay or failure to perform by Supplier, Buyer, at its option, may purchase Supplied Goods from other sources and reduce its requirements from Supplier by such quantities, without liability to Buyer, or cause Supplier to procure the Supplied Goods from other sources in quantities and at times requested by Buyer and at the price set forth in the Purchase Order. If requested by Buyer, Supplier shall, within five (5) days of such request, provide adequate assurance that the delay shall not exceed a period of time that Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Supplier does not provide adequate assurance that the delay will cease within the time period, Buyer may, among its other remedies, immediately cancel the Purchase Order and seek damages against Supplier for non-performance.

19.3 Limitation of Buyer's Liability. In no event shall Buyer be liable to Supplier for anticipated profits or for incidental or consequential damages. Buyer's liability for a claim of any kind or for any loss or damage arising out of or in connection with or the Purchase Order and/or these Terms and Conditions, or from any performance or breach, shall in no case exceed the price allocable to the Supplied Goods giving rise to the claim. For the avoidance of doubt, nothing in these Terms and Conditions shall limit or exclude Buyer's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) any matter in respect of which it would be unlawful for Buyer to exclude or restrict liability or (iv) any deliberate personal repudiatory breach of these Terms and Conditions by Buyer, its employees, agents or subcontractors.

19.4 Duty Drawback Rights. For the avoidance of doubt, the Purchase Order includes all related customs duty, excise, import drawback rights and other similar charges and rights, if any, which Supplier can transfer to Buyer, including rights developed by substitution and rights which may be acquired from Supplier's suppliers. Supplier agrees to inform Buyer of the existence of any such rights and upon request shall supply documents as may be required to obtain the drawback.





