

GENERAL TERMS AND CONDITIONS

The Buyer's attention is drawn in particular to the provisions of Section 14

- 1. Sale of Products/Scope.** Any contract for the sale of products and/or services (collectively, "Products") by such of TriMas Corporation, its subsidiaries or any entity controlling, controlled by, or under common control with it as is specified on the relevant quotation or purchase order ("Seller") to the buyer identified on the relevant quotation or purchase order ("Buyer") shall incorporate these general terms and conditions (the "Terms") and all of these Terms shall apply to the supply of both products and services except where application to one or the other is specified and these Terms are deemed to be incorporated into all of those documents so referenced. These Terms apply to the contract for the sale of Products between Seller and Buyer (the "Contract") to the exclusion of any other terms that Buyer may seek to impose or incorporate including Buyer's general terms of purchase as well as any documents, quotations, or any other agreements, whether in writing or (i)des ocs oacknowledgment, issuance of purchase order, acceptance of delivery of Products or payment for the Products, whichever occurs first, is acceptance of these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the Terms is expressly rejected by the Seller. All such proposals are considered a material alteration of the Terms, and the additional and different terms will not become a part of the Contract between the parties. Seller's representatives and agents (other than directors) do not have authority to agree any terms or make any representation which is inconsistent with these Terms or, to enter into any contract except on the basis of them. Any oral order by Buyer must be confirmed by Buyer in writing within 10 days in order to constitute a valid order unless Seller otherwise accepts such oral order and fulfils it by total or partial performance.
- 2. Price/Payment.** (a) The purchase price for the Products will be the price for the Products set out in the quotation for the supply of Products provided that Seller may, by giving notice to Buyer at any time up to 2 Business Days (being a day other than a Saturday, Sunday or public holiday in The Netherlands) before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to (i) any factor beyond Seller's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs); (ii) any request by Buyer to change the delivery date(s), quantities or types of Products ordered, or the specification; or (iii) any delay caused by any instructions of Buyer or failure of Buyer to give Seller adequate and accurate information or instructions or any deferral or suspension of an order by Buyer. (b) Prices contained in Seller issued quotations or proposals expire 30 days from the date of quotation and are subject to change or termination by notice during this period. All quotations are provisional and are subject to confirmation upon receipt of order. (c) Buyer shall pay for all taxes, excises or other charges (except taxes on or measured by net income) that Seller may be required to pay to any government (foreign, national, state or local) with respect to the

production, sale or transportation of any Products, except where the law expressly provides otherwise. For the avoidance of doubt, the price of the Products is exclusive of amounts in respect of value added tax (VAT) and Buyer shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Products. (d) Unless otherwise agreed to in writing by Seller, Buyer will pay all freight, storage, handling, packaging, insurance or similar charges. (e) Seller may require Buyer to pay a deposit or provide an irrevocable letter of credit in favour of Seller in an amount determined by Seller and from a bank approved by Seller payable on presentation of commercial invoice or to make payment for Products in advance. (f) Seller shall invoice Buyer on or at any time after completion of delivery. Unless otherwise noted on the face of the invoice, invoices are payable in Euro € within 30 days from date of invoice, subject to credit approval. All amounts due to Seller may be accelerated immediately upon Buyer's failure to pay invoices as required and shipments of further Products may be suspended or cancelled. Time for payment shall be of the essence of the Contract. Buyer agrees to indemnify and hold harmless Seller from any and all legal fees and costs which may be incurred by Seller to collect any overdue balances. (g) All amounts due under the Contract shall be paid in full without any deduction or withholding (other than any deduction or withholding of tax as required by law). Neither party shall be entitled to assert any credit, set-off or counterclaim against the other in relation to the payment of the whole or part of any such amount. (h) Seller may change payment terms by giving notice to Buyer at any time, in its sole discretion.

3. **Capacity.** Seller may provide Buyer with estimates or forecasts of its capacity for the manufacture or delivery of Products. Buyer acknowledges that any estimates or forecasts are provided for estimation of output only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Any forecasts given by Seller are non-binding and Seller makes no representation, warranty, guaranty or commitment, express or implied, regarding any estimates or forecasts provided to Buyer, including the accuracy or completeness of the estimates or forecasts.
4. **Allocation and Quantity Variation.** In no event shall Seller be required to sell a

information), technical data, samples, prototypes, models and/or equipment (“Technical Information”) supplied by Seller, directly or indirectly, to Buyer will remain Seller’s property. (b) Buyer shall keep all copies of the Technical

Services. (f) Buyer shall provide Seller with such information and materials as Seller may reasonably require to supply the Services and ensure that such information is accurate in all material respects and shall obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start. (g) If Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by Buyer or failure by Buyer to perform any relevant

extent that such failure is caused by a Force Majeure event or Buyer's failure to provide Seller with any instructions that are relevant to the supply or delivery of the Products. (h) If Buyer fails to collect the Products after the Seller notifies it that the Products are ready and places the Products at Buyer's disposal, then, except where such failure or delay is caused by a Force Majeure event or Seller's failure to comply with its obligations under the Contract Seller shall store the Products until Buyer does so collect them, and charge Buyer for all related costs and expenses (including insurance). (i) If 10 Business Days after the day on which Seller notified Buyer that the Products were ready for delivery and placed them at Buyer's disposal Buyer has not collected them, Seller may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to Buyer for any excess over the price of the Products or charge Buyer for any shortfall below the price of the Products.

10. **Risk and Title** (a) Title and the risk in the Products will pass to Buyer on completion of delivery in accordance with the provisions of Section 9.
11. **Acceptance of Drawings and Specifications.** (i) (a) All descriptive and forward specifications, drawings and other particulars submitted with any tender by Seller are approximate only and the descriptions and illustrations contained in Seller's catalogue, price list and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the Contract. (b) All drawings, specifications, technical documentation, samples and prototypes are approved and/or accepted by Buyer if Buyer does not provide Seller a written objection and/or rejection within 10 days of receipt or other reasonable time established in writing by Seller. Failure to provide written objection and/or rejection will constitute an irrevocable acceptance by Buyer of such drawings, specifications, technical documentation, samples and prototypes

Buyer, its subsidiaries and divisions and any entity controlling, controlled by or under common control with Buyer ("Buyer's Affiliates"); (b) a claim alleging infringement of Intellectual Property Rights relating to a development or modification of the Products by Buyer or the use thereof or the use by Buyer or its customers of Products in combination with other articles or materials or as part of another process or combination; (c) Buyer's or Buyer's Affiliates' alteration, processing, modification, assembly or reassembly of the Products (other than where Buyer has requested assembly instructions and has assembled or reassembled the Products strictly in accordance with the requested instructions), supplies or materials used in connection with the Products, or parts manufactured with the Products, (d) to the extent that the Products are to be manufactured in accordance with a specification supplied by Buyer, any claim made against Seller for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Seller's use of Buyer's specification, any product liability claim pursuant to article 6:185 Dutch Civil Code or similar foreign legislation and/or any other losses of any nature (including arising as a result of a claim by a third party other than for infringement of intellectual property rights) that Seller incurs as a result of manufacturing the Products in accordance with Buyer's specification (e) defects or unsatisfactory condition of materials or components supplied by Buyer or through its officers or from sources dictated by Buyer, or (f) negligence of Buyer or Buyer's Affiliates. This Section shall survive termination of any contract for the sale of Products.

16. **Termination.** The Contract is subject to Seller's revocation or cancellation at any time, without liability, provided that Seller completes all current orders in process at the time of cancellation and provided further that Seller shall be entitled to suspend the supply of Services under the Contract or any other contract between Seller and Buyer if either Buyer fails to pay any amount due under the Contract on the due date for payment or Buyer becomes subject to any of the events listed in sections 17(a)(ii) to (vi) inclusive. Buyer may cancel its order for Products prior to its completion but only by immediate payment to Seller of Seller's cost of manufacture and liquidated damages (including labour, engineering, materials, tooling, equipment time, overhead) computed using Seller's standard internal costing procedures, plus 15% of the sales price for the Products. Cost of manufacture includes all materials or services that Seller has ordered and that cannot be cancelled and all costs incurred in cancelling such orders. Seller may retain without cost all materials and partially completed Products on cancelled orders. Buyer may not cancel or terminate its order for Services prior to the completion thereof.
17. **Buyer's Insolvency or Incapacity.** (a) In the event that (i) Buyer fails to make any payment on the due date; or (ii) Buyer enters into bankruptcy, liquidation, administration, a corporate voluntary arrangement or any other similar event; or (iii) Buyer makes any composition or arrangement with creditors or has a receiver appointed in respect of all or part of its undertaking, property or assets; or (iv) Buyer ceases or threatens to cease to carry on business or (v) Seller reasonably apprehends that any of the events in (i) to (iv) inclusive is about to occur and Seller notifies Buyer accordingly (vi) Buyer is unable to pay its debts as and when they fall due; or (vii) Buyer commits a material breach or several minor breaches which together amount to a material breach of its obligations under the Contract and fails to remedy that breach within a period of 28 days after receipt of notice in writing

B. Buyer's Property

undertake to use tools manufactured on behalf of Buyer for the execution only of orders placed by Buyer.