

General Terms And Conditions Of Purchase

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1. Scope

1.1 Supplier acknowledges and agrees that these General Terms and Conditions of Purchase (the "Terms and Conditions") are incorporated in, and made a part of, each purchase order, requisition, work order, shipping instruction, specification or other document, whether expressed in written form, by electronic data interchange or other tangible format provided to Supplier. The Terms and Conditions shall be applicable to all purchases made by TriMas Corporation, its subsidiaries and divisions and any entity

2.5 In addition to any right of setoff provided by law, all amounts due to Supplier shall be considered net of indebtedness of Supplier and its affiliates/subsidiaries to Buyer, and Buyer shall have the right to setoff against or to recoup any amounts due to Supplier and its affiliates or subsidiaries from Buyer.

2.6 Supplier may not assign any accounts receivable from Buyer to third parties without the prior written approval of Buyer.

2.7 Supplier warrants that the prices for the Supplied Goods sold to Buyer are no less favorable than those prices Supplier currently extends to any other customer for the same or similar Supplied Goods in similar quantities. If Supplier reduces its prices to third parties during the term of a Purchase Order for the Supplied Goods, Supplier shall correspondingly reduce the prices charged to Buyer. Supplier warrants that the prices on the Purchase Order are complete and that no other charges will be added without Buyer's written consent.

2.8 Buyer has the right to audit and review all records of Supplier to enable Buyer to verify the accuracy of the amounts charged for the Supplied Goods, assess Supplier's

selection, discrimination, occupational health/safety and motor vehicle safety. Upon request from Buyer, Supplier shall certify in writing its compliance with this Section 4.2.

4.3 At the request of Buyer, Supplier shall provide an appropriate certificate stating the country of manufacture of the Supplied Goods.

4.4 Supplier shall comply with all quality requirements as specified by Buyer, including, but not limited to, QS 9001, 14001 and ISO/TS 16949.

4.5 Supplier shall participate in productivity initiatives in order to improve quality of the Supplied Goods, increase customer satisfaction or reduce costs of the Supplied Goods.

5. Technical Information

5.1 Supplier shall create, maintain, update and provide to Buyer, all technical information relating to the Supplied Goods, including information subject to industrial or intellectual property rights and information that may relate to tooling, machines or equipment, software, works of authorship, computer programs and databases (including object code, micro code, source code and data structures) and all enhancements, modifications and updates to such information (the "Technical Information"). The Technical Information shall not be subject to any use or disclosure restriction.

5.2 Upon a breach by Supplier of these Terms and Conditions, Supplier grants to Buyer a royalty free, fully paid license for all Technical Information in order to manufacture, or have manufactured, the Supplied Goods. At Buyer's request, Supplier shall transfer to Buyer ownership of the tooling and equipment necessary to manufacture the Supplied Goods, whether or not such tooling and equipment has been paid for by Buyer.

5.3 Supplier agrees not to assert any claim (other than patent infringement) against Buyer, Buyer's customers or their respective suppliers with respect to any Technical Information that Supplier discloses under the Terms and Conditions.

5.4 Buyer shall own all right, title and interest in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-ha17 Tw[r0ble andr

6. Packaging and Transport

6.1 Unless otherwise provided in a Purchase Order, the Supplied Goods must be packed and packaged to ensure their safe delivery in accordance with the Terms and Conditions, industry standards and where incorporated, Buyer's packaging specifications.

6.2 Buyer may, at any time, change packaging or transport requirements. Supplier shall be responsible for any damage to the Supplied Goods arising from packaging or transport. If requested by Buyer, Supplier shall promptly furnish to Buyer (a) a list of all ingredients in the Supplied Goods and corresponding amounts of ingredients, and (b) information concerning any changes in or additions to such ingredients.

6.3 Supplier shall provide all Material Safety Data Sheets and "hazardous substance" warnings related to all shipments of Supplied Goods that constitute hazardous materials, together with special handling instructions advising Buyer and third parties, including transportation carriers, as to the degree of care and precaution that will prevent bodily injury or property damage in handling, transporting, processing, using, recycling or disposing of the Supplied Goods.

6.4 The Supplied Goods, as packaged, shall be labeled as required under federal, state and local regulations, regulations from the country of manufacture and supply shall include any storage requirements, Buyer's Purchase Order number, description of the Supplied Goods, and quantity and the gross or net weight of Supplied Goods. Supplier shall include a bill of lading consisting of delivery and identification information for the Supplied Goods, including a clear description of the origin of the Supplied Goods.

7. Ownership of the Supplied Goods

7.1 Notwithstanding Article 9, all right, title and interest in and to the Supplied Goods shall be transferred to Buyer immediately upon its identification in the Purchase Order. Supplier shall not impose or permit to be imposed any lien, encumbrance or security interest or similar reservation of title on the Supplied Goods.

7.2 If Buyer purchases or finances all or part of the raw materials or semi-finished products for incorporation into the Supplied Goods, the raw materials and semi-finished products shall become the property of Buyer immediately upon payment. Supplier, as bailee, shall identify the raw materials and semi-finished products by plainly marking them as Buyer owned property.

7.3 All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, ancillary products, materials and other items (collectively "Tools") purchased by or furnished by Buyer, in whole or in part, or by third parties on Buyer's behalf, to Supplier under these Terms and Conditions, or for which Supplier has been reimbursed by Buyer, shall remain the property of Buyer and shall not be pledged to any third party. Supplier shall provide Buyer with drawings, technical specifications, FMEA's and control plans for the Tools. Supplier shall bear the risk of loss and damage to the Tools. The

Tools shall at all time (a) be properly stored, operated and maintained by Supplier, (b) not be used by Supplier for any purpose other than the performance of these Terms and Conditions, (c) be deemed to be personal property of Buyer, not a fixture, (d) be conspicuously identified as property of Buyer with relevant part numbers, (e) not be commingled with other property of Supplier or with that of a third party and (f) not be moved from Supplier's premises without Buyer's prior written approval.

7.4 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.

7.5 Upon the request of Buyer, the Tools shall be delivered to Buyer by Supplier, either (a) F.O.B. transport equipment at Supplier's plant, 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.

7.6 Buyer does not guarantee the accuracy of any Tools or the availability or suitability of any Tools furnished by Buyer to Supplier, including any warranty, either express or implied, as to fitness, condition, merchantability, design or operation or fitness for a particular purpose. Supplier agrees to check carefully and approve all Tools supplied by Buyer prior to use. Supplier shall assume all risk, loss, damages, injuries or expenses arising, either directly or indirectly, from the use, maintenance, repair of the Tools, including any interruption of service or loss of business, profits or any other indirect, special or consequential damage and/or personal injury or death.

7.7 In any dispute involving ownership of Tools, there is a rebuttable presumption that Buyer is the sole owner of the Tools and

retrieve the non-conforming Supplied Goods. If defects or deficiencies in the Tools provided by Supplier are discovered by Buyer prior to a successful runoff and final acceptance, Buyer shall be entitled to, among other remedies, a return of all sums paid to date under this contract.

11.5 Supplier shall be responsible for the design and manufacture of the Supplied Goods to the extent designated by Buyer in the Purchase Order or as otherwise agreed to in writing by the parties, regardless of any assistance provided by Buyer or approval by Buyer.

12. Express Warranty.

12.1 Supplier expressly warrants for the Warranty Period (as defined in this Article 12) that (a) the Supplied Goods shall strictly conform to the Purchase Order, including instructions, advertisements, statements on containers or labels, descriptions and samples, then current release/revision levels of specifications and drawings, (b) the Supplied Goods shall be free from defects in workmanship and material and shall be new and of the highest quality, (c) Buyer shall receive title to the Supplied Goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement, (d) the Supplied Goods shall be merchantable, safe and fit for any purpose intended by Buyer or Buyer's customer, including the specified performance in the component, system, subsystem and environment in which the Supplied Goods is or reasonably may be expected to perform and (e) Supplier's performance shall be in strict accordance with these Terms and Conditions.

12.2 The warranties in this Article 12 shall be in addition to all other warranties afforded to Buyer by operation of law 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 by a writing signed by the parties.

12.3 These warranties shall survive the expiration or termination of the 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.

12.4 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 Article 12. For purposes of these Terms and Conditions, "Warranty Period" shall be the longer of the following time periods (a) forty-eight (48) months from the date of first use of the Supplied Goods by Buyer or acceptance by Buyer, whichever occurs later, (b) if the Supplied Goods are incorporated, in whole or in part, into products sold by Buyer to third parties, the latter of the following dates (i) eighteen (18) months after acceptance by such third parties, (ii) the time period of warranty that such third parties give to their customers, or (iii) the date on which any longer or broader federal, state or local law, regulations may require, including those regulations of countries in which the Supplied Goods is installed, used or sold.

12.5 Notwithstanding the expiration of the Warr

the AM Best rating. Supplier's insurance shall be primary and must offer a blanket waiver of subrogation endorsement. Supplier's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Supplier of its obligations or liabilities under these Terms and Conditions. In the event of Supplier's breach of this Article 14, Buyer shall have the right to cancel the undelivered portion of any Supplied Goods covered by a Purchase Order and shall not be required to make further payments except for conforming Supplied Goods delivered or services rendered prior to cancellation.

15. Confidentiality. All information provided to Supplier by Buyer under these Terms and Conditions shall remain Buyer's property and be considered confidential by Supplier. Supplier shall take all necessary measures to ensure that neither Supplier nor its employees, agents, suppliers or authorized subcontractors, communicate such confidential information to any third party without Buyer's prior written consent and that the information is used only for the purpose submitted. Without obtaining the prior written consent of Buyer, Supplier shall not advertise or publish the fact that Supplier has contracted to furnish Buyer Supplied Goods, or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials. If Supplier is required by legal process to disclose any such confidential information, it shall immediately notify Buyer and use all available efforts to resist such disclosure, or if such resistance is unsuccessful, to obtain a protective order. These confidentiality requirements shall be maintained for the duration of performance under the Terms and Conditions and for a period of five (5) years thereafter. Upon the request of Buyer, Supplier agrees to return to Buyer all information, including all copies thereof, confidential or otherwise, related to the Terms and Conditions.

16. Termination

16.1 Buyer may terminate any Purchase Order in the event of breach by Supplier of these Terms and Conditions or Supplier's failure to provide Buyer with reasonable assurances of future performance upon request. Additionally, Buyer may cancel any Purchase Order in the event of any of the following (i) insolvency of Supplier, (ii) filing of an involuntary or voluntary petition of bankruptcy against Supplier, (iii) execution by Supplier of an assignment for the benefit of creditors or (iv) appointment of a receiver over Supplier's assets. In the event of termination under this subsection 16.1, 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 the default which gave rise to the termination.

16.2 Buyer reserves the right to terminate any Purchase Order, in whole or in part, at any time without liability, at Buyer's convenience by giving 10 business days advance written notice. Such termination shall not constitute a default by Buyer. In the event of such termination by Buyer, Supplier, its' suppliers and subcontractors, shall (a) immediately stop all work on such Purchase Order, and (b) upon request by Buyer, transfer title and deliver all finished goods, work in process and/or raw materials which Supplier produced or acquired in connection with such Purchase Order. In the event of

a termination for convenience by Buyer (but not termination after default or breach of Supplier), Supplier shall be reimbursed for (a) the Purchase Order price for all finished goods or performed services which conform to the Purchase Order and are delivered to Buyer, and (b) Supplier's reasonable actual cost of work in process or raw materials which Supplier produced or acquired in connection with such Purchase Order and which Supplier cannot reasonably use in its operations within ninety (90) days after the date of termination. Supplier shall furnish any claim for reimbursement of costs within thirty (30) days after termination or any such claim shall be deemed to have been waived. Supplier shall not be paid for any work performed after receipt of the notice of termination, or for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided or that were not authorized pursuant to a valid Purchase Order or material release by Buyer. Buyer's obligation to Supplier upon termination under this subsection 16.2, if any, shall be limited to the express provisions of this section. Without limiting the foregoing, in no event shall Buyer be liable for any lost profits, cancellation charges, or incidental or consequential damages.

16.3 Supplier may not terminate any purchase order once accepted and at all times must continue to deliver the Supplied Goods in accordance with the Purchase Order.

17. Applicable Law and Jurisdiction. These Terms and Conditions shall be governed by the laws of the State of Michigan without regard to rules pertaining to conflicts of law. The federal, state and local courts located in the State of Michigan shall have exclusive jurisdiction for any disputes relating to these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions. If any provision is or becomes invalid or unenforceable under any law, the remaining provisions shall be in full force and effect as written.

18. Work on Premises. If Supplier's work under these Terms and Conditions involves operations by Supplier on Buyer premises or one of its customers, Supplier shall take all necessary precautions to prevent injury to any person or property during the progress of such work. Supplier shall maintain such public liability, property damage and employee's liability and compensation insurance as will protect Buyer from these risks and from any claims under

or delegation without the prior written consent of Buyer, at the option of Buyer, shall serve as a cancellation of the Purchase Order. Any consent by Buyer to an assignment shall not waive Buyer's right to recoupment from Supplier or its assigns for any claim arising out of these Terms and Conditions. If Buyer agrees to the assignment of the Purchase Order, in whole or in part, Supplier shall remain solely liable to Buyer for the adherence of the assignee to these Terms and Conditions. In addition, Buyer may terminate these Terms and Conditions upon giving at least thirty (30) days written notice to Supplier, without any liability to Supplier, if Supplier (i) sells, or offers to sell, a material portion of its assets, (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that effects a change in the control of Supplier or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a change in the control of Supplier.

19.2 Force Majeure

19.5 Relationship of Parties. Supplier and Buyer are independent contracting parties and nothing in these Terms and Conditions shall make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

19.6 Remedies and Injunctive Relief. The rights and remedies to Buyer in these Terms and Conditions are cumulative with, and in addition to all other and further remedies provided in law or equity. To the extent that these Terms and Conditions are for Supplied Goods for use as, or fabrication into, parts, components or systems, Supplier acknowledges and agrees that money damages would not be sufficient remedy for any actual, anticipatory or threatened breach of these Terms and Conditions by Supplier and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and injunctive or other equitable relief.

19.7 Customs-Trade Partnership Against Terrorism. To the extent that any Supplied Goods covered by these Terms and Conditions is to be imported into the United States of America, Supplier shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customer-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Supplier shall certify in writing its compliance with the C-TPAT initiative.

19.8 Continuing Obligations. The obligations of Supplier under Sections 2.8, 5.4, 5.5, 7.4, 19.4, 19.6, 19.8 and Articles 4 and 12 through 15, shall survive the expiration, nonrenewal or termination of any Purchase Order.

19.9 Amendment. These Terms and Conditions may not be varied or modified in any manner, without the prior written consent of both parties.

19.10 Entire Agreement. A Purchase Order and these Terms and Conditions shall constitute the entire agreement between the parties with respect to its subject matter, and shall supersede all prior and contemporaneous agreements, representations, and understandings of the parties with respect to its subject matter.

19.11 Severability. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation with invalidating any other provision hereof.