

General Terms and Conditions of Purchase

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 controlling, controlled by, or under common control with it ("Buyer"), from the Supplier, whether purchases are for tooling, machines, parts, raw materials, or other various goods or services (the "Supplied Goods").

1.2 A Purchase Order (as defined below) and the Terms and Conditions shall constitute the entire agreement applicable to and binding on Buyer for the Supplied Goods, and expressly excludes any application by the Supplier to substitute its general terms of sale as well as any documents issued now or in the future by the Supplier relating, directly or indirectly, to the Supplied Goods. Any proposal, offer, counter-offer, or other attempt by the Supplier to vary any of the Terms and Conditions shall be rejected, and Supplier agrees that any such additional or inconsistent terms shall have no force and effect. Notwithstanding the foregoing, any stenographic or clerical errors to the Terms and Conditions are subject to correction by Buyer.

2. Price, Invoicing and Conditions of Payment

2.1 All prices for Supplied Goods shall be as stated in the purchase order (the "Purchase Order"). Supplier shall be solely responsible for all transport and unloading costs, customs charges, taxes and insurance costs, unless otherwise specified on the Purchase Order.

2.2 Supplier's invoice shall include all information appearing on the Purchase Order necessary for identification and origin of the Supplied Goods. The invoice shall be sent to the invoicing address written on the face of the Purchase Order.

2.3 No payment shall be made by Buyer in advance of receipt of the Supplied Goods. Unless otherwise stated on the Purchase Order, the Supplier's invoice shall be payable, sixty (60) days from the date of invoice. All invoicing and payments shall be made through electronic data interchange.

2.4 Payment for Supplied Goods shall not constitute final acceptance of the Supplied Goods or waive Buyer's right to reject the Supplied Goods. Buyer may reject the Supplied Goods and hold Supplier in default i

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 ongoing ability to perform its obligations under a Purchase Order and Terms and Conditions or to verify any claim submitted to Buyer in accordance with these Terms and Conditions. Supplier agrees to maintain all records relating to the Supplied Goods for a period of four (4) years following final payment under any Purchase Order.

3. Forecasts

3.1 Buyer may provide Supplier with estimates or forecasts of its future anticipated volume or quantity requirements for Supplied Goods. Supplier acknowledges that any estimates or forecasts are provided for informational purposes 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.

3.2 Buyer makes no representation, warranty, guaranty or commitment, express or implied, regarding any estimates or forecasts provided to Supplier, including the accuracy or completeness of the estimates or forecasts.

4. Compliance

4.1 Without prejudice to the provisions of Section 4.2, the Supplied Goods shall be manufactured in compliance with the Terms and Conditions.

4.2 Supplier warrants that the Supplied Goods shall be manufactured, sold and shipped in compliance with any and all applicable federal, state and local laws, regulations and standards in force in the United States and in the country of manufacture and sale, including those that relate to the quotations, pricing, manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Supplied Goods, including those relating to 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 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) us.290.0 0 nmanufa

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

Tools shall at all time (a) be properly stored, operated and maintained by Supplier, (b) not be used by Supplier for any purpose other

8. Delivery

8.1 Unless otherwise specified by Buyer, delivery of the Supplied Goods shall be F.O.B Buyer facility as indicated on the Purchase Order. Buyer shall have the right, by 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.

8.2 Supplier shall take all measures necessary to meet the delivery date for the Supplied Goods and comply with the Terms and Conditions. Deliveries shall be made in the quantities, on the dates, and at the times specified by Buyer in the Purchase Order.

8.3 Supplier shall not fabricate, assemble or ship any Supplied Goods, or procure materials or Tools, except to the extent authorized by the Purchase Order. Buyer shall not pay for any Supplied Goods, materials, Tools and related co

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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 Warranty Period, if Buyer, its customers or the manufacturer of the vehicles (or other 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, makes an offer to owners of such vehicles to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (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 fails to conform to these Terms and Conditions.

13. Product Support. Supplier warrants that the Supplied Goods, including the sub-assemblies and spare parts, shall be made available by Supplier to Buyer and its customers for ten (10) years after the date of final shipment of the Supplied Goods under the Terms and Conditions. During this period, Supplier shall continue to provide technical support and service at the same level as presently provided.

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

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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.