

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Sale of Products/Scope.

The sale of products or services (collectively, "Products") from TriMas Corporation, its subsidiaries and divisions and any entity controlling, controlled by, or under common control with it (collectively, "Seller") to buyer, its subsidiaries and divisions, and any entity controlling, controlled by, or under common control with it (collectively, "Buyer") will be governed by these general terms and conditions of sale (the "Terms").

The Terms are the only agreement binding on Seller and the Terms expressly supersede and exclude the application of Buyer's general terms of purchase as well as any documents, quotations, or any other agreements, whether in writing or oral, issued previously, now or in the future by Buyer in relation to the Products, unless specifically agreed upon in writing by Seller.

No course of dealing or usage of trade is applicable unless expressly incorporated in the Terms.

Any clerical error may be corrected by Seller.

Buyer's written acknowledgment, issuance of a Purchase Order, acceptance of an offer of sale by Seller, delivery of Products or payment for the Products, whichever occurs first, is acceptance of these Terms by Buyer.

Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the Terms is rejected. 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.

### 2. Price/Payment.

The purchase price for the Products will be the price for the Products in effect at the time of shipment, unless otherwise agreed upon in writing by the parties. Seller may change prices without notice. 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.

Buyer will pay all taxes (including GST), duties, levies, excises or other government charges (foreign, national, state or local) in relation to the Products (except taxes on or measured by net income) with respect to the production, sale or transportation of any Products, except where the law expressly provides otherwise. Unless specified otherwise, prices quoted do not include GST.

Unless otherwise agreed to in writing by Seller, Buyer will pay all freight, storage, handling, packaging, insurance or similar charges.

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, packing list or a bill of lading indicating delivery to carrier.

Unless otherwise agreed to in writing by Seller, invoices are payable upon receipt in [**US funds**], in no event greater than 30 days from date of invoice, subject to credit approval.

All payments due to Seller may be accelerated immediately upon Buyer's failure to pay invoices as required and further shipments of Products may be suspended or cancelled at

Seller's discretion. Interest may be charged by Seller on unpaid amounts at the highest rate

Any information that Buyer discloses to Seller with

8. **Packaging and Delivery.**

- a) Buyer must not alter or distort, in part or in full, the packaging, markings, numbers, or consistency of the Products as they exist at the time of delivery, or sell the Products in other than their original, unaltered packaging or use those which may have been altered or distorted in any way.
- b) Without prejudice to the above, Buyer is responsible for ensuring that the Products comply with the rules and standards governing the labelling and marking of products in force in the country of import.
- c) All export and import duties, fees, permits, licenses, and equivalent authorisations for Products delivered outside of the United States will be the responsibility of Buyer.
- d) Products will be delivered F.O.B. Seller's facility.
- e) Seller may elect to deliver the Product in instalments. Each instalment will be considered a separate sale and Buyer will pay for each instalment in accordance with these Terms notwithstanding any late delivery or non-delivery of any other lot. Any Products considered "back-ordered" will be considered an instalment.
- f) Risk in the Products passes to Buyer at the time of delivery.
- g) While Seller will use all reasonable endeavours to deliver by the date specified in the Purchase Order, it does not guarantee delivery on that date and is not liable for any Loss resulting from late or early delivery. If Seller allows Buyer to nominate a delivery date, such date may not be more than 60 days after the expected date of manufacture of the Products, as advised by Seller to Buyer. Seller may revise delivery schedules at any time without liability and at Buyer's cost. If no date for delivery has been specified, then the Products shall be supplied to Buyer and Buyer shall receive the Products as soon as practicable after the Purchase Order has been accepted by Seller and the Products have been manufactured.
- h) If Buyer is unable or unwilling to accept delivery on or before the nominated delivery date, or if no delivery date is nominated and Buyer is unable to accept delivery when Seller gives notice that the Products are available for delivery, then Seller will hold the Products in stock for 45 days after which time it may, at its discretion:
  - i) continue to hold the Products and charge Buyer for storage;

9. **Security Interest.**

BUYER (OR USER) MUST INSTALL AND USE THE PRODUCTS IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS AND LAWS AND GENERAL INDUSTRY STANDARDS OF REASONABLE CARE.

Buyer will not engage in any transaction with respect to the Products, by way of resale, lease, shipment, use, or otherwise, which violates any federal, state or local law or regulation or regulations from the country in which the Products are imported.

**12. Express Warranty.**

Subject to the limitations in these Terms, Seller warrants that the Products will be free from significant operational defects in material and workmanship for a period of 60 days from the date of sale as shown on the invoice. Seller warrants that the Products will not infringe any patent covering the Products themselves, excluding portions specified, designed, or manufactured by Buyer (the two foregoing sentences collectively, the "Warranty").

Seller does not warrant against infringement by reason of the use of such Products in combination with other articles or materials or in any overall process or combination and Buyer assumes all responsibility for determining whether relevant patents exist covering such use, together with all risk and liability arising out of infringement of any such patents.

Nothing in the Terms is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation into the Terms, if such exclusion, restriction or modification would be void or prohibited by the legislation.

- a) To the extent that Seller breaches any condition or warranty implied into the Terms and which cannot be excluded or modified, Seller's liability is limited to, at Seller's discretion, either:
  - i) replacement of the Products or supply of equivalent goods;
  - ii) payment of the cost of replacing the Products or acquiring equivalent goods;
  - iii) repair of the Products; or
  - iv) payment of the cost of having the Products repaired.
  
- b) And in the case of services, to:
  - i) supply of the services again; or
  - ii) payment of the cost of having the services supplied again.

Subject to (a) and (b) above, Seller is not liable to Buyer (or to any third party claiming through Buyer) for any Loss caused by any act or omission of Seller, its employees or agent, and whether based on negligence or other tort, contract or otherwise. In no event shall Seller be liable for indirect or consequential losses.

The Warranty is valid only if Buyer:

- (a) notifies Seller in writing within 30 days from discovery of any alleged nonconformity;
- (b) the Products are returned to Seller for inspection and testing;

- (c) Seller's inspection discloses to its satisfaction that any alleged non-conformance are material and have not been caused by misuse, neglect, wear and tear, improper installation, unsuitable storage, repair, alteration, or accident; and
- (d) the Products were installed, maintained and used in accordance with Seller instructions, if any.

13. **Disclaimer of Warranties.**

To the extent permitted by law, Seller is not responsible for any errors or omissions or for any loss or damage resulting from reliance on catalogues, brochures, price lists or other information provided to Buyer from Seller, including descriptions, shipping specifications, technical advice, illustrations, representations as to quality or capabilities (whether oral or in writing), or any other information unless otherwise set forth in these Terms.

14. **Limitation of Remedies/Time for Action.**

THE REMEDIES SET FORTH IN THESE TERMS WILL BE EXCLUSIVE. SELLER WILL NOT BE LIABLE FOR ANY CLAIMS OF ANY KIND GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS FROM WHICH THE CLAIMS ARE MADE. IN NO EVENT WILL SELLER BE LIABLE FOR COSTS ASSOCIATED WITH THE PURCHASE OF SUBSTITUTE GOODS BY THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. Without limiting the generality of the foregoing, Buyer assumes all risk and liability for the results obtained by the use of any Products delivered hereunder in combination with

17. **Termination.**

These Terms are 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.

Buyer may cancel its Purchase Order prior to Seller completing the Products 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. Any request by Buyer for cancellation of a Purchase Order must be in writing and may be delivered by post, hand delivery or facsimile or email.

18. **Dispute Resolution.**

The parties will attempt to resolve any dispute involving the interpretation, performance or no-performance, or enforceability of the Terms by prompt good faith negotiations and, if such negotiations fail, will consider alternative dispute resolution procedures before resorting to litigation.

19. **Goods and Services Tax.**

If, and to the extent, any supply of the Products under the Terms is a taxable supply within the meaning of the GST Law, the price for the Products will be increased to include GST payable by Seller in respect of the supply.

All rebates, discounts or other reductions in price will be calculated on the GST exclusive price.

The parties agree that:

- (a) the parties must be registered persons within the meaning of the GST Law;
- (b) Seller must provide tax invoices and, if applicable, adjustment notes to Buyer in the form prescribed by or for the purposes of the GST Law; and
- (c) costs required to be reimbursed or indemnified exclude any amount that represents GST for which an input tax credit within the meaning of the GST Law can be claimed.

20. **Miscellaneous Provisions.**

A. **Assignment.**

Buyer will not assign, in whole or in part, these Terms or delegate the performance of its duties without the written consent of Seller. Any assignment or delegation without the previous written consent of Seller, at the option of Seller, will cancel any outstanding Purchase Orders. Any consent by Seller to an assignment will not waive Seller's' right to recoupment from Buyer and/or its assigns for any claim arising out of these Terms. If Seller agrees to the assignment of the Terms, in whole or in part, Buyer will remain solely liable to Seller for the adherence of the assignee to these Terms.

B. **Buyer's Property.**

Buyer shall insure all materials, fixtures, tooling and other property delivered to Seller against all risks and waives subrogation in the event of loss of or damage to such property or personal injury arising from the use or storage of such property.



C. **Force Majeure.**

Any delay or failure by either party to perform its obligations will be excused if caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars, terrorist attacks, sabotage, strikes, shortages of labour or material, vendor failures, transportation embargoes or acts of any governmental or