

GENERAL TERMS AND CONDITIONS OF SALE (CHINA)

- 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 supercede 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 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. 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.** (a) The purchase price for the Products will be the price for the Products in effect at the time of the issued quotations or proposals for the Products, unless otherwise agreed upon in writing by the parties. 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 unless accepted in writing by Buyer. (b) Buyer will 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. Unless otherwise agreed to in writing by Seller, Buyer will pay all freight, storage, handling, packaging, insurance or similar charges. (c) Seller may require Buyer to pay a deposit or provide an irrevocable letter of credit in favor 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. (d) Unless otherwise noted on the face of these terms and conditions, invoices are payable upon receipt in RMB funds, in no event greater than 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 Products may be suspended or cancelled. Interest may be charged by Seller at the highest rate allowable by law. Buyer agrees to indemnify and hold harmless Seller from any and all legal fees and costs which may be required to collect any overdue balances. (f) Seller may offset or recoup any amounts owed by Seller to Buyer against any amounts owed by Buyer to Seller. Buyer waives all right of offset and will pay all amounts owed to Seller regardless of any claim asserted by Buyer. (g) Seller may change payment terms at any time, upon written agreement by Buyer.

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. 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.** In no event shall Seller be required to sell a greater number of Products than it shall have available or allocated for such purposes. If Seller is unable to supply the total demands for any of the Products, Seller shall have the right to allocate its available supply among its customers in such manner as Seller shall deem to be fair and equitable. In no event shall Seller be obligated to purchase Products from others in order to enable it to deliver Products to Buyer. Buyer acknowledges that it has understood and will accept such allocation from time to time as it is deemed necessary at Seller's discretion.
5. **Technical Information.** (a) All specifications, drawings, schematics, tests, designs, inventions, engineering notices, financial information, technical data, samples, prototypes, models and/or equipment ("Technical Information") supplied by Seller, directly or indirectly, will remain Seller's ' property and will be held in confidence by Buyer. Technical Information will not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent, and will be returned to Seller upon demand or upon completion by Seller of its obligations under the Terms. Buyer will disclose Technical Information only to those employees of Buyer having a need-to-know and bound by obligations of confidentiality equivalent to those contained in this Section 5. (b) Any information that Buyer discloses to Seller with respect to the design, manufacture, sale, or use of Products is disclosed as part of the consideration for these Terms, and Buyer will not assert any claim against Seller by reason of Seller's ' use of such information, which is not limited in any manner. (c) Seller will own all right, title and interest in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property developed by Buyer or Seller and related, directly or

if necessary, evidencing the security interest. Buyer will provide a landlord's waiver of any lien rights at the premises to which the Products will be installed. In case of a default by Buyer, Seller, as the appointed agent of Buyer, may peaceably enter the premises of the Buyer and others and take other actions to repossess or render inoperable all Products in which it has a security interest. Products are considered strictly personal property no matter whether affixed to a permanent foundation, building or structure, or for what purpose the Products may be used. Buyer will maintain the Products in a segregated area and not co-mingle any Products which are not fully paid. Buyer will not sell, exchange, transfer, convey, mortgage, pledge, hypothecate, or grant a security interest in unpaid Products and will advise Seller immediately in writing of any damage to, change in location of, or seizure of, any unpaid Products. Buyer will insure such Products for damage or loss (including theft) in an amount not less than replacement value.

10. **Acceptance of Products.** All drawings, specifications, technical documentation, samples, prototypes and Products 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 the Buyer of the Products. Any written objection and/or rejection must state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection of the Products. ALL DEFECTS

“Warranty”). However, 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. Seller's liability is limited to replacing or repairing the Products, at Seller's discretion. A Warranty replacement or repair of a claimed defective Product shall not have the effect of extending this Warranty period. 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 nonconformance 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.

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15. **Indemnification.** Buyer shall defend and indemnify Seller from all losses, damages, costs or expenses of any kind (including legal fees) incurred as a result of, or arising from: (a) Buyer's breach of these Terms (including, the use or disclosure of Seller's' Technical Information in violation of Section 5); (b) patent infringement based on Buyer's use of the Products in an overall process or as an element in an overall combination; (d) Buyer's alteration, processing, modification, assembly or reassembly of the Products, supplies or materials used in connection with the Products, or parts manufactured with the Products, (e) negligence of Buyer.
16. **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 order for Products prior to its completion by immediate payment to Seller of Seller's' cost of manufacture and liquidated damages (including labor, 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 canceled and all costs incurred in canceling such orders. Seller may retain without cost all materials and partially completed Products on cancelled orders.
17. **Applicable Law and Jurisdiction.** These Terms will be governed by the laws of the PRC without regard to rules pertaining to conflicts of law. The United

