

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

or transportation of any Products, except where the law expressly provides otherwise. Where Buyer purchases Products from Rieke Packaging Systems Limited ("Rieke") and requests that euro pallets are used, Buyer shall pay for such pallets. 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 except where Rieke is the Seller in which case, Rieke shall invoice Buyer on the date of despatch of the Products. Unless otherwise noted on the face of the invoice, invoices are payable in GBP £ sterling 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. 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 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 and Buyer will not be entitled to reject the Products if Seller delivers up to and including 5% less than the quantity of Products ordered but a pro rata adjustment shall be made to the order invoice on receipt of notice from Buyer that the wrong amount of Products was delivered. In no event shall Seller be obligated to purchase Products from others in order to enable it to deliver Products to Buyer. Seller may supply up to 10% more or less than the exact quantity of Products ordered and Buyer shall accept and pay the quoted price for the actual quantity delivered by Seller.

5. Technical Information. (a) All specifications, drawings, schematics, tests, designs, inventions, engineering notices, financial information (including pricing 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 Information in safe custody until returned to Seller and shall not reproduce, use or disclose any Technical Information other than in accordance with Seller’s written instructions or as reasonably necessary to allow the Buyer to use or re-sell the Products in Buyer’s ordinary course of business. (c) Buyer will keep confidential all Technical Information and any other confidential information (written or oral) concerning Seller’s business or affairs (together “Confidential Information”). Buyer shall restrict disclosure of Confidential Information to such of its employees having a need to know and bound by obligations of confidentiality corresponding to those which bind the Buyer in this Section 5.
6. Intellectual Property Rights. (a) Buyer acknowledges that Seller owns all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how (being formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions (“Intellectual Property Rights”) relating, directly or indirectly, to the Products. (b) No right or licence is granted to Buyer in respect of the Intellectual Property Rights of Seller, except the right to use, or re-sell the goods or use the services in Buyer’s ordinary course of business. (c) Buyer will not without Seller’s prior consent allow any trade marks of Seller or other words or marks applied to the goods to be obliterated, obscured or omitted nor add any additional marks or words.
7. Supply of Services. (a) Seller shall provide the services (including the deliverables set out on the relevant Buyer’s order for the supply of Services (the “Deliverables”)) specified in the service specification on the relevant Buyer’s Order (the “Services”) to Buyer in accordance with the service specification in all material respects. (b) Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the relevant Buyer’s Order but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. (c) Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety regulation, or which do not materially affect the nature or quality of the Services, and Seller shall notify Buyer in any such event. (d) Seller warrants to Buyer that the Services will be provided using reasonable care and skill. (e) Buyer shall co-operate with Seller in all matters relating to the Services and shall provide Seller, its employees, agents, consultants and sub-contractors with

12. Responsibility for Safety/Compliance. It is Buyer's or other user's responsibility to provide all proper devices, tools, training, and means that may be necessary to protect effectively all personnel from serious bodily injury that otherwise may result from the method of particular installation, use, operation, setup, or service of the Products. BUYER (OR USER) MUST INSTALL AND USE THE PRODUCTS IN A SAFE AND LAWFUL MANNER IN COMPLIANCE

(i) death or personal injury caused by its negligence, or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);

(ii) its fraud or fraudulent misrepresentation or for fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;

(iii) breach of its obligations arising under section 2 of the Supply of Goods and Services Act 1982;

(iv) breach its obligations arising under section 12 of the Sale of Goods Act 1979;
or

(v) any matter which it is not permitted by law to exclude or limit, or attempt to exclude or limit, its liability.

(b) Subject to the provisions of Section 14(a), Seller shall not be liable to Buyer, whether in contract, tort, misrepresentation, restitution under statute or otherwise, howsoever caused including by negligence and also including any liability arising from breach of, or failure to perform or defect or delay in performance of any of Seller's obligations for any:

(i) loss of profit (whether direct or indirect):

(ii) loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

(iii) loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

(iv) loss of anticipated savings or loss of margin (in each case whether direct or indirect);

(v) materials or components supplied by Buyer or through its officers or from sources dictated by Buyer which are defective or in any unsatisfactory condition;
or

(vi) any indirect, consequential or special loss,

arising under or in connection with the Contract.

(c) Subject to the provisions of Section 14(a) and Section 14(b), Seller's total liability to Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort, misrepresentation, restitution under statute or otherwise, howsoever caused including by negligence and also including any liability arising from breach of, or failure to perform or defect or delay in performance of any of Seller's obligations shall not exceed the purchase price of the Products (including for the avoidance of doubt the Services) in respect of which the claims are made.

- (d) Without limiting the generality of the foregoing provisions of this Section 14, Buyer assumes all risk and liability for the results obtained by the use of any Products delivered under the Contract in combination with other articles or materials or in the practice of any process, whether in terms of operating costs, general effectiveness, success or failure, and regardless of any oral or written statements made by Seller, by way of technical advice or otherwise, with respect to the use of such Products.
- (e) Any proceeding by Buyer for breach of the Contract cannot be filed or maintained unless it is commenced within one year after the cause has accrued, Buyer has provided written notice to Seller as provided in these Terms and Buyer has paid in full all amounts owing to Seller under the Contract.
- (f) This Section 14 shall survive termination of the Contract.
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) any breach of these Terms and/or the Contract (including, the use or disclosure of Seller's Technical Information in violation of

F. Modification and Waiver. No modification of the Terms, including the introduction of any additional terms and conditions, will be binding upon Seller

of replacing such parts and/or materials which may be lost, damaged or scrapped for any reason. (b) Buyer is liable for any costs relating from (i) any delay, for any reason whatsoever, in supplying free-issue parts and/or materials