

LP Amina - Purchase Order General Terms & Conditions – Rev 10/1/10

1. DEFINITIONS - "Goods" means all goods, including documentation, and services provided by Seller under the Order. "Buyer" means one or more of the affiliated companies of LP Amina as identified on the purchase order.

2. OFFER & ACCEPTANCE - Each purchase order, together with these Terms and Conditions and any documents specifically referenced herein including purchase orders, change orders and blanket orders (collectively, "Purchase Order") is an offer by LP Amina ("Buyer") to the party to whom such Purchase Order is addressed ("Seller") to purchase the Goods described therein, and it shall be the complete and exclusive statement of such offer and agreement. A contract is formed on the date that Seller accepts the offer of Buyer. Each Purchase Order shall be deemed accepted upon the terms and conditions of such Purchase Order by Seller by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Acceptance is expressly limited to the terms of the Purchase Order. No purported acceptance of any Purchase Order on terms or conditions that modify, supersede, supplement, or otherwise alter the Purchase Order shall be binding on Buyer.

3. ENTIRE AGREEMENT - The Purchase Order together with these Terms and Conditions and all documents referenced and specifically incorporated into the Purchase Order are the entire agreement between the Parties. No modification of the Purchase Order shall be effective unless by a writing signed by an authorized representative of Buyer. Any agreements, negotiations or understandings of the parties prior or contemporaneous to the date of the Purchase Order, whether written or oral, are superseded hereby. Any document submitted by Seller (including any Seller document referenced in the Agreement) is used solely for the purpose of describing the Goods and, to the extent containing any terms in addition to or inconsistent with the terms of the Purchase Order, or a rejection of any terms of the Purchase Order, shall be deemed to be a counter offer to the Buyer and shall not be binding upon the Buyer unless specifically accepted in writing by the Buyer.

4. WARRANTY - Seller warrants that the Goods provided pursuant to the Purchase Order (i) shall be free of design, material and workmanship defects, new, and in conformance with the Purchase Order; (ii) do not, and are not claimed to, violate any patent, trademark or copyright, and may be properly imported into the United States or any other country; (iii) shall strictly conform with all specifications, drawings, statements on containers or labels, descriptions and samples furnished to or by Buyer, and all industry standards, laws and regulations in force in countries where such Goods or products equipped with such Goods are to be sold; (iii) shall be free from defects in design, material and workmanship and shall be new and of the highest quality; (iv) shall be free and clear of all liens, claims or other encumbrances, and that Seller is conveying good title to Buyer; and (v) in the case of services, all services shall be performed in a competent, workmanlike manner. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer, and shall inure to the benefit of Buyer, its successors, assigns, customers, and the users of Buyer's goods and services. These warranties may not be limited or disclaimed. If Buyer experiences any breaches of the foregoing warranties for a period of 18 months from Buyer's first use of the Goods, Seller shall repair or replace, at its expense, including any installation or transportation cost, any defective or non-conforming Goods. If Buyer experiences any breaches of these warranties, Buyer shall have the right, at its sole option, to: (a) retain the defective Goods in whole or in part with an appropriate adjustment in the price of the Goods; (b) require Seller to repair or replace the defective Goods in whole or in part at Seller's sole expense; (c) correct or replace the defective Goods with similar items and recover the total cost relating thereto from Seller; or (d) reject the defective Goods.

5. SHIPMENT & DELIVERY - Deliveries of Goods shall be made both in quantities and at times specified on the Purchase Order or otherwise indicated in a writing signed by an authorized representative of Buyer. Time and quantity of delivery are of the essence. Seller must comply at Seller's expense with any packing and shipping instructions issued by Buyer. Seller is responsible for loss or damage to the Goods caused by improper packing. Seller is responsible for additional costs caused by Seller's failure to comply with shipping instructions. Seller must give Buyer immediate notice of its anticipated failure to meet the shipment or delivery schedule. If Goods are not shipped or delivered on time, or in the event of any other failure to perform this Order by Seller, Buyer may, at its option, in whole or in part, and without waiving its claim for damages against Seller: (a) cancel the Order; (b) return the Goods to Seller at Seller's expense; (c) keep the Goods; and/or (d) purchase similar goods in the open market, in which case Seller must pay Buyer the amount the price paid exceeds the price contained in the Purchase Order.

6. ACCESS TO GOODS AND/OR RECORDS - Buyer shall have reasonable access to Seller's and its suppliers' facilities for inspection of Goods and/or records relating to the manufacture of the Goods. Such records shall be made available to Buyer upon reasonable request and shall be retained by Seller for a period of at least five (5) years. Notwithstanding payment, passage of title or prior inspection or testing, all Goods are subject to final inspection and acceptance or rejection by Buyer. At all reasonable times during the period of Seller's performance under the Purchase Order, including the period of manufacture, Buyer may inspect and/or test the Goods to be furnished under the Purchase Order at the locations where the work is being performed, including those of Seller's suppliers and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and testing.

7. PRICE & PAYMENT - Buyer shall pay Seller the prices indicated in the Purchase Order for all Goods purchased under this Purchase Order. Seller shall invoice Buyer for the purchase price after delivery of the Goods to Buyer. Buyer shall pay Seller, upon submission of a proper invoice, the purchase price for Goods delivered and accepted. Buyer may withhold all or part of payment if Buyer disputes Seller's compliance with the terms of the Order. Buyer's payment of this Order is not acceptance of the Goods. Seller's price shall include all taxes, except sales and use taxes. Seller's price is not subject to increase, including specifically any increase based on currency fluctuations, changes in raw material or component pricing, labor or overhead, unless specifically agreed to by Buyer in a signed writing.

8. TECHNOLOGY, LICENSES & INTELLECTUAL PROPERTY - All Goods, including, but not limited to, any idea, invention, concept, design, prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like that are created in the course of performing any Purchase Order and any associated intellectual property rights therein are the sole and exclusive property of Buyer. Seller agrees that all works of authorship created by Seller in connection with each Purchase Order are "works made for hire" on behalf of Buyer as that term is used in connection with the U.S. Copyright Act. The term "intellectual property" as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Buyer to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act. Seller expressly warrants that the Goods shall not incorporate any intellectual property (including copyright, patent, trade secret, mask work, or trademark rights) of any third party, and further agrees that Seller shall not disclose to Buyer any confidential information, including any trade secrets, of any third party.

Seller warrants that the purchase or use of the Goods by Buyer will not infringe upon or violate any trademarks, patents, copyrights, trade secrets or other third party property rights. Seller agrees to indemnify, defend and hold Buyer harmless from and against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark,

copyright or other proprietary right by reason of the manufacture, use or sale of the Goods, including infringement arising out of compliance with specifications furnished by Buyer or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions

9. CONFIDENTIALITY - Each party agrees (a) to protect the Confidential Information of the other with at least the same degree of care used to protect its own most confidential information; (b) not to use (except for the purpose described herein), publish or disclose to third parties such Confidential Information; and (c) upon the request of the other party, to promptly deliver to the other party all written copies of its Confidential Information. The obligations of Seller with respect to Confidential Information shall remain in effect during the time that any Confidential Information is considered by Buyer to be secret or confidential or otherwise qualify for protection under the Uniform Trade Secrets Act.

10. CHANGES - Buyer may make changes to the Purchase Order, including without limitation, changes to any one or more of the following: (a) the specifications of the Goods, (b) the addition or deletion of materials; (c) the method of shipment of the Goods and (d) the place or time of inspection, delivery or acceptance of the Goods. If such change causes an increase or decrease in the cost of, or time required for performance of, the Purchase Order, an equitable adjustment may be made by Change Order issued by Buyer. Nothing in this Section shall excuse Seller from proceeding with performance of the Purchase Order as changed. No price increases, costs, charges or other amounts, extensions of time for delivery or other changes shall be binding on Buyer unless evidenced by a writing signed by an authorized representative of Buyer.

11. INDEMNIFICATION - Seller shall indemnify and hold harmless Buyer and its affiliated companies, their directors, officers, employees, invitees, agents and customers ("Indemnitees") from and against all liability, demands, claims, losses, costs, actions, judgments, fines, penalties, damages and expenses, including reasonable attorney's fees (collectively, "Liabilities") incurred by Buyer or its affiliated companies by reason of or on account of any breach of this Purchase Order, warranty claims, product recall claims, product liability claims, injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, its employees, agents, or invitees; provided, however, that Seller's obligation to indemnify Buyer shall not apply to any liabilities solely arising from Buyer's negligence. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller's indemnity. This indemnification obligation shall be in addition to Seller's warranty obligations. Seller shall pay Buyer's reasonable attorney's fees and all costs of litigation associated with enforcement of the obligation set forth in this section.

12. TERMINATION - Buyer may, at its convenience, terminate all or any part of the Order upon notice to Seller. Upon termination, Seller shall immediately stop work on the terminated portion of the Order and shall submit to Buyer an invoice with supporting information setting forth the price for the Goods delivered prior to the notice of termination, plus Seller's actual, direct, unavoidable costs resulting from the termination, less salvage value. Buyer shall not be liable to Seller for Seller's lost profits or overhead costs on the terminated portion of the Order. Buyer shall have no liability whatsoever for goods which are Seller's standard stock.

13. FORCE MAJEURE - Except as otherwise provided herein, any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary and unforeseeable event beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as fire, flood, storm, other natural disaster, national emergency or war, inability to obtain financing, negligence or other similar condition of such party, provided that either party has given the other prompt notice of such occurrence. Within seven (7) days of the commencement of any excusable delay, Seller must notify Buyer in writing of the nature, cause, date of commencement and expected impact of the event. Seller must exercise due diligence in proceeding to meet its performance obligations hereunder, notwithstanding the delay. Upon Seller satisfying these conditions, Buyer may extend the schedule for the period of time equal to the time actually lost by reason of the delay. If a force majeure event continues for longer than seven (7) days, then Buyer may, at its sole option, terminate any Purchase Order affected thereby in whole or in part without any obligation or liability except that Buyer is still responsible for payment for Goods that have been delivered to and accepted by Buyer prior to the force majeure event.

14. RELATIONSHIP OF PARTIES - Seller and Buyer are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, 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 party.

15. ASSIGNMENT - This Purchase Order is issued to the Seller in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign this Purchase Order or delegate the performance of its duties without the written consent of Buyer. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall effect a cancellation of this Purchase Order.

16. LIMITATION ON LIABILITY - IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. IN ADDITION, REGARDLESS OF ANY OTHER PROVISION IN THIS PURCHASE ORDER, THE PARTIES FURTHER AGREE THAT THE TOTAL FINANCIAL LIABILITY OF BUYER FOR ANY ACTION ARISING UNDER OR RELATED TO THIS PURCHASE ORDER SHALL BE LIMITED TO THE AMOUNT SET FORTH IN THE PURCHASE ORDER.

17. GOVERNING LAW AND JURISDICTION - The construction, interpretation, and performance of this Purchase Order and all transactions thereunder shall be governed by the law of the State of Michigan, without regard to its conflict of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded. The parties agree that any action with respect to this Purchase Order shall be brought in the appropriate state court in Oakland County, Michigan or, if original jurisdiction can be established, in the United States District Court for the Eastern District of Michigan, Southern Division. The parties hereby submit themselves to the exclusive jurisdiction and venue of such courts for the purpose of such action, and waive any and all objections to venue in such courts.

18. NO WAIVER - The rights and remedies reserved to Buyer in the Purchase Order shall be cumulative with, and additional to, all other or further remedies provided in law or equity. A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar provisions. The failure of Buyer to insist upon the performance of any term of condition of the Purchase Order, or to exercise any right thereunder, shall not be construed as a waiver of the future performance of any such term or condition or the exercise in the future of any such right.

19. COMPLIANCE WITH LAWS - Seller shall comply with all applicable laws, rules, regulations, orders, conventions, or standards enacted by the United States of America that regulate the manufacture, labeling, transportation, licensing, approval, or certification of the Goods.

20. SEVERABILITY - If any term(s) of the Purchase Order are invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, executive order or rule, and the remaining provisions of the Purchase Order shall remain in full force and effect.