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ALEX PRODUCTS, INC., A-STAMP INDUSTRIES, AUTOCOAT, LLC
PURCHASE ORDER TERMS AND CONDITIONS

November 16, 2010 Version

1. Formation, Offer, Acceptance, Exclusive Terms.

The purchaser in these terms and conditions refer to Alex Products, Inc., A-Stamp Industries, or Autocoat, LLC.

Each purchase order is an offer by Purchaser to Seller for the purchase of goods and/or services, to the party to whom such Order is addressed and such party's applicable affiliates and subsidiaries to enter into the agreement it describes and it shall be complete and exclusive statement of such offer and agreement. An order does not constitute an acceptance by Purchaser of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. In the event any Seller quotation or proposal is held to be an offer, that offer is rejected and replaced by the order. A contract is formed when Seller accepts the Order, including these terms by commencing any work under the Order; accepting the Order in writing or any other conduct that recognizes the existence of a contract to the subject matter of the Order. Acceptance is limited to these terms and conditions. In the event of a conflict between Purchaser and Seller, the Order governs.

2. Applicability of Terms and Conditions.

These terms and conditions apply to all Sellers including customer directed suppliers. All requirements in Alex Products Supplier Quality Manual, are incorporated.

3. Time Period of Order.

Subject to Purchaser's termination rights, the agreement of the Order is binding for one year from the date the order is issued to Seller or an expiration date is stated on the Order. The Order will automatically renew for each successive one-year period unless Seller and Purchaser agree that the Order not be renewed. In such case a 30-day minimum notification must be made.

4. Quantities, Material Releases, Delivery.

Blanket purchase orders are issued with quantities specified in the Material Releases or stated in the purchase order. Seller is obligated to supply material as specified in the Material Releases or purchase order. Seller agrees to 100% on-time delivery of the quantities and dates as specified.

Seller accepts the risk associated with lead times of various raw materials and/or components if they are beyond those provided in Material Releases.

5. Invoicing, Pricing, Freight.

All invoices must reference the purchase order number and release number where applicable, price, Purchaser part number and quantity of pieces shipped. Price listed on the Order shall be paid unless otherwise agreed by Purchaser. Material shall be shipped using transportation listed on the Order. Seller will pay all premium freight over normal freight if Seller must expedite to meet delivery dates due to its own acts. Seller will pay any costs incurred by Purchaser, including costs charged by Purchaser's customer, as a result of Seller's failure to comply with delivery requirements. When Purchaser trucks are used, material must be loaded and unloaded in a timely manner or be subject to a detention fee as defined in the Supplier Quality Manual.

6. Shipping, Packaging, Labeling.

Seller agrees to pack and label material in accordance with requirements stated in Alex Products Supplier Quality Manual. The original bill of lading must accompany shipment. Materials that may contain hazardous or restricted materials must be properly identified. Seller agrees to comply with all national, state and local regulations pertaining to product content and warning labels.

7. Customs.

Seller shall provide all information and certificates such as NAFTA Certificates of Origin when required. All export licenses or authorizations necessary for the export of materials is the responsibility of the supplier. If materials are manufactured in a country other than the country in material is delivered, the material shall be marked "Made in (country of origin).

8. Quality.

Seller agrees to meet all quality requirements per Alex Products Supplier Quality Manual. Seller shall agree to participate in Purchaser's supplier development programs. Seller agrees to meet the requirements of Production Part Approval Process as specified by the order. Seller must assure equipment and plant capacity are adequate to meet Purchaser's needs. Each process may be subject to a supplier process run-off to assure that Purchaser's requirements can be met. Seller is responsible for all subcontractor materials or services.

9. Service Requirements.

For five years after a specific part ends production, Seller agrees to supply service parts at production piece price unless otherwise agreed by Purchaser. Seller further agrees to maintain any Purchaser Property for that five year period (see Section 20).

10. Remedies.

The rights and remedies reserved to Purchaser in the Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Purchaser for any

incidental or consequential damages caused by breach or nonconforming materials including expenses and losses incurred by Purchaser or its customers: (a) inspecting, sorting, repairing or replacing nonconforming materials;(b) resulting from production interruptions;(c) conducting recall campaigns;(d) resulting in personal injury (including death) or property damage by nonconforming materials. Seller agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Order by Seller with respect to delivery of materials to Purchaser.

11. Compliance with Laws.

Seller agrees to all federal, state, local and foreign laws, rules, regulations and ordinances that may be applicable to Seller including laws relating to environmental matters, hiring, wages hours and conditions of employment, discrimination occupational health and safety and motor vehicle safety.

12. Indemnification.

Seller agrees to indemnify and hold harmless Purchaser, its affiliates and its employees, directors and agents from any claims, liabilities, damages and expenses (including attorneys' fees and other professional fees, settlement costs and judgments) arising out of any defective materials or from any negligent or wrongful act or omission of Seller's agents, employees or subcontractors, or failure to perform obligations under any Order

If Seller performs work on Purchaser's premises or utilizes the property of the Purchaser, Seller shall indemnify and hold harmless Purchaser, its affiliates and its employees, directors and agents from any claims, liabilities, damages and expenses (including attorneys' fees and other professional fees, settlement costs and judgments) for damages to the property of or injuries arising from or in connection with Seller's performance of work or use of Purchaser's property except to the extent of any liability , claim arising solely out of the gross negligence of the Purchaser. Seller shall conform to requirements in Contractor Environmental Health and Safety Agreement.

13. Customer Requirements

Seller agrees to comply with the applicable terms and conditions of any agreements ("Customer Purchase Orders") received by Purchaser from a third party ("Customer"), or directly or indirectly applicable to Purchaser, pursuant to which Purchaser agrees to supply to Customer, or to incorporate into goods supplied to Customer, Supplies purchased by Purchaser from Seller. The terms "Customer" and "Customer Purchase Orders" also include, where applicable, the final equipment manufacturer of goods or services into which the Supplies are or will be incorporated, as well as any intermediate entities in the supply chain between Purchaser's direct Customer and such final equipment manufacturer, and related terms and conditions of such Customers. Purchaser may in its discretion supply Seller with information regarding Customer Purchase Orders. Seller will be responsible for ascertaining how such disclosed Customer Purchase Order affects Seller's obligations under the Order, and Seller will meet all such disclosed Customer Purchase Order terms and conditions to the extent within Seller's control. In the event of a conflict between the Order or these Terms and the terms of the Customer Purchase Order, Purchaser will determine, in its sole and absolute discretion, which terms will supersede and apply to Seller. Seller will do everything within its control to enable Purchaser to meet the terms and conditions of Customer Purchase Orders, including without limitation, cost and productivity

terms and price reductions. By written notice to Seller, Purchaser may elect to have the provisions of this Section prevail over any conflicting term between Purchaser and Seller. (b) In the event that a Customer files or has filed against it a petition in bankruptcy or insolvency and, in the course of such proceeding and in connection with actual or threatened termination by the Customer of its contract(s) with Purchaser (by rejection or otherwise), Purchaser permits a reduction in the price(s) paid to Purchaser for products incorporating the Supplies, the price paid to Seller for the Supplies from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Purchaser, and the Order will otherwise remain in effect without modification. (c) If a Customer directed, recommended, requested, suggested or otherwise identified Seller as the source from which Purchaser is to obtain the Supplies (“Direct Supply Relationship”), then notwithstanding the particular payment terms otherwise applicable to the Order or anything to the contrary in the Order: (1) in no event will Seller have a right to receive payment from Purchaser for the Supplies except following, and in proportion to, Purchaser’s actual receipt of payment for those goods in which the specific Supplies are incorporated, and (2) any lengthening of applicable payment terms to Purchaser will automatically lengthen the payment terms as between Purchaser and Seller by an identical amount of time, and Purchaser may, at its option and on notice to Seller, otherwise revise its payment terms for Supplies to take into account any other change in the payment terms of Purchaser’s Customer(s) for the Supplies under the Order; (3) within three business days of any change in price, specifications or other terms negotiated or proposed between Seller and Customer, Seller will notify Purchaser in writing and will immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Purchaser without Purchaser’s specific written consent; and (4) (without limiting any other rights and remedies of Purchaser) Seller will indemnify and hold harmless Purchaser from any liabilities, claims, demands, losses, damages, costs and expenses (including without limitation attorneys’ fees and other professional fees) incurred by Purchaser arising from or relating to the Supplies supplied by Seller – and including without limitation any charges or set-offs (including without limitation interim field service action cost recovery debits) taken by Customer against Purchaser by reason of alleged defects in Supplies, even if such set-offs by Customer are before final determination of (and subject to adjustment based upon) whether and to what extent defects in Supplies were a cause of the related remedial action undertaken and related costs/damages incurred by Customer. (d) If any requirement imposed by any Order on Seller is found to be unenforceable or a gap otherwise exists or is created in the terms applicable to any Order through operation of law, conflict in terms or otherwise, the corresponding requirement(s) of Customer shall be applicable to and binding on Seller for the benefit of Purchaser. Seller acknowledges that it is familiar with the automotive industry and the applicable terms of Customer(s) that would apply in such event.

14. Insurance.

Seller shall obtain and maintain at its sole expense insurance coverage customary in the industry and as otherwise required by law with such insurance carriers and in such amounts reasonably acceptable to Purchaser. This includes providing full fire insurance for the replacement value of Purchaser’s property, workers compensation, employer’s liability, comprehensive general liability insurance, comprehensive automobile liability insurance and business interruption insurance.

15. Insolvency

Purchaser may immediately terminate any order without liability to Seller if any of the following events occur: (a) Seller becomes insolvent; (b) Seller files a voluntary petition in bankruptcy; (c) an

involuntary petition in bankruptcy is filed against seller;(d)receiver or trustee is appointed for Seller;(e)execution of an assignment for the benefit of creditors of Seller.

16. Termination.

Purchaser may terminate the Order, without liability to Seller, if Seller:(a) repudiates, breaches or threatens to breach any terms of the order;(b) fails or threatens not to deliver materials or perform services in connection with the order;(c) fails to make progress or to meet reasonable quality requirements so as to endanger timely completion of materials.

Purchaser may terminate the Order at any time for any reason upon written notification to Seller. Upon notification, the Seller will: (a) cease all work under the Order;(b) transfer title and deliver to Purchaser the finished goods, work in process and raw materials that Seller reasonably produced or acquired to produce the order;(c)verify and settle all claims for actual costs incurred as a result of the termination;(d) take actions necessary to protect property in Seller's possession in which Purchaser has an interest until disposal instruction has been made.(e)Upon Purchaser's request, cooperate with Purchaser in transferring the production to a different supplier. Purchaser will be obligated to pay order price for all finished goods, actual cost of work in process and raw materials. Purchaser will have no obligation to pay Seller for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement, unamortized depreciation costs or administrative burden charges resulting from termination of the Order. Seller shall submit within 30 days after the termination notice its termination claim with all supporting data.

17. Transition of Supply

(a) In connection with the expiration or termination of the Order by either party, in whole or in part, or Purchaser's other decision to change to an alternate source of Supplies (including but not limited to a Purchaser-owned or -operated facility) ("alternative supplier"), Seller will cooperate in the transition of supply, including the following: (i) Seller will continue production and delivery of all Supplies as ordered by Purchaser, at the prices and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Purchaser to complete the transition to the alternate supplier(s) including, at Purchaser's request, providing a sufficient bank of Supplies covered by the Order, such that Seller's action or inaction causes no interruption in Purchaser's ability to obtain Supplies as needed; (ii) at no cost to Purchaser, Seller (A) will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components, (B) will provide all notices necessary or desirable for Purchaser to resource the Order to an alternative supplier, (C) when requested by Purchaser, will return to Purchaser all Purchaser's Property in as good condition as when received by Seller (reasonable wear and tear excepted); and (D) will comply with Seller's obligations relating to Seller's Property in Section 21, and in relation to subcontracts; and (iii) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Purchaser in writing. (b) If the transition occurs for reasons other than Seller's termination or breach, Purchaser will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Purchaser prior to incurring such amounts of its estimate of such costs. If the parties disagree on

the cost of Transition Support, Purchaser will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement by arbitration.

18. Force Majeure.

Any delay or failure of either party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocation imposed or actions taken by a government authority; embargos, fires, natural disasters, riots, wars, sabotage, inability to obtain power; or court injunction order. Within one business day, Seller shall notify Purchaser the delay and duration of the delay. During the delay, Purchaser may purchase supplies from other suppliers, require seller to deliver all finished goods, work in process and materials purchased or have Seller purchase supplies from another source.

19. Confidentiality/Proprietary Rights.

Seller will not use or disclose, and will keep confidential, for the sole benefit of Purchaser, any data, models, specifications, designs, drawings or other documents of Purchaser in connection with the order. All copies and/or manifestations will be returned to Purchaser immediately upon request.

20. Purchaser's Property.

All tooling, fixtures, gauges, jigs, patterns, dies, molds, machinery, materials, equipment and all related accessories, packaging and all documents, standards and specifications furnished by Purchaser, either directly or indirectly to Seller or sub-supplier of Seller in connection with the order which has been reimbursed by the Purchaser shall be property of Purchaser. Seller is responsible for inspecting, testing and approving Purchaser's property prior to use and assumes all risk of injury to persons or property arising from Purchaser's property. Purchaser's property will be housed, maintained, repaired and replaced by Seller at Seller's expense in good working condition capable of producing supplies meeting all specifications and will not be used by Seller for any purpose other than the performance of the order. Seller will insure Purchaser's property with full replacement insurance. Purchaser has the right at any time to retake possession of property without payment.

21. Seller's Property.

Seller, at its expense, will furnish, keep in good working condition capable of producing supplies meeting all specifications and replace when necessary all tooling, fixtures, gauges, jigs, patterns, dies, molds, machinery, materials, equipment that are not Purchasers property.

22. Warranty.

Seller warrants that all supplies covered by each order will conform to all specifications, standards, drawings or descriptions furnished by Purchaser; conform to all applicable laws, order, regulations and standards in countries where supplies are sold; be free of defects sufficient for the used of Purchaser. Seller must notify Purchaser when it becomes aware of any ingredient, component, design or defect in supplies that may become harmful to persons or property.

23. Changes.

Purchaser reserves the right to direct changes by the Seller in regards to drawings, specifications, sub-suppliers, samples or descriptions of supplies. Seller must notify Purchaser if any change results in a different price or time. Seller may not make changes without prior approval from Purchaser.

24. Payment.

Purchaser will pay per the terms listed on the Order. Payment will be made in U.S. Dollars. If a payment falls on a non business day, payment will occur on the next business day.

25. Sales Tax Exemption.

The supplies supplied under the order are identified as industrial processing and are exempt from sales tax.