

GENERAL TERMS AND CONDITIONS OF SALE

The following purchasing terms and conditions (“Terms”) shall apply in full between **TOMCAR USA, INC.**, (hereinafter referred to as “Seller”) and Buyer. Unless and to the extent otherwise specifically provided in a document signed by Seller or expressly and specifically amended in a writing signed by Seller, these Terms apply to: (i) all proposals, quotations, acknowledgments and/or invoices submitted by Seller; (ii) all purchase orders, contracts and/or agreements for the sale of goods or services by Seller and all releases and requests for Products received by Seller; (iii) all sales of Products, goods or services by Seller (all of the foregoing collectively “Orders”). If Seller has executed an agreement which contains different or conflicting terms, the terms of such agreement shall control to the extent they conflict with these Terms.

1. ACCEPTANCE.

1.1 Buyer accepts all of the terms, covenants and conditions of these Terms. Seller’s acceptance of Buyer’s Order is subject to all additional and conflicting terms contained herein. Any proposal for additional or different terms in Buyer’s Order which conflict with these Terms shall be voidable by Seller, and in the event of any conflict between any Order not expressly signed by Seller and these Terms, these Terms will control in all instances notwithstanding any language in any Order which purports to negate, contradict, diminish or supersede the terms hereof.

1.2 Buyer shall acknowledge its acceptance hereof in writing, provided however that if Buyer fails to so acknowledge these Terms, then, at Seller’s option, any of the following shall constitute Buyer’s agreement to and full acceptance of these Terms: the commencement of any work by Seller, the expenditure or commitment to expend funds by Seller, the shipment of any Products, the issuance of any Order by Buyer or the delivery to Buyer or at the direction of Buyer of any Products, including samples, whichever first occurs.

1.3 All Orders are subject to Seller’s approval. No course of performance, course of prior dealings or usage of trade shall supplement, explain or vary any of these Terms or any Order.

2. QUANTITIES.

2.1 Quantities shall be as stated in the Orders, provided that in no event shall the quantity required to be purchased be less than one (1). Seller shall not be obligated to accept all Orders submitted nor to supply Products in the quantities requested. These Terms and/or the Order shall not be deemed to be a requirements contract.

3. RISK OF LOSS/DELIVERY.

3.1 All Products sold hereunder or under any related Order between Seller and Buyer shall be packaged pursuant to Seller's standard practices and shall be delivered EXWORKS Seller's facility or such other location designated by Seller ("Seller's Location"). Unless otherwise agreed between the parties in writing, the time and place at which the risk of damage to or loss of the Products shall pass to Buyer shall be EXWORKS Seller's Location. Buyer shall assume all risk of loss and shall be solely responsible for all transportation and shipment costs upon the Product leaving Seller's Location and shall pay all shipment and insurance costs. Delivery shall be deemed to have occurred and title and risk of loss shall be deemed to have passed to Buyer, upon the Product leaving Seller's Location

3.2 All claims for loss and damage shall be made by Buyer to the carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary

3.3 Buyer shall pre-pay all transportation and shipping charges. Any transportation charges, insurance, storage, handling, demurrage or similar charges, and all coordination of such items, are Buyer's responsibility. If Seller agrees to pay same on Buyer's behalf, such charges shall be added to Seller's invoice and payable in accordance with its terms.

3.4 Seller may charge Buyer for containers, crating, boxing, bundling, dunnage, drayage, storage or insurance and Buyer shall pay same as invoiced therefor.

3.5 Except as otherwise required, all containers to be returned to Seller shall be shipped to Seller with Seller's name and address clearly marked thereon.

3.6 Seller will not be responsible for any delays in delivery, other than to the extent such delays are caused by the willful breach of Seller.

4. BREACH/TERMINATION.

4.1 The contract resulting from these Terms cannot be canceled, terminated, rescinded or modified by Buyer in whole or in part except with Seller's express consent in writing.

4.2 Buyer shall be deemed to be in breach of these Terms and any Order: (i) if Buyer does not timely and fully perform all of its obligations hereunder or thereunder; (ii) if Buyer breaches any of its agreements between it and Seller, (iii) if Buyer fails to purchase and pay for as due all Products referenced in any Order; (iv) if Buyer violates any law, rule, license or regulation applicable to the Products or the importing or exporting thereof; or (v) if Buyer ceases to do business as a going concern or becomes insolvent, voluntarily files or permits the filing of a petition in bankruptcy or similar proceeding involving insolvency or restructuring or makes an assignment for the benefit of creditors or has a receiver appointed or seeks any similar relief under any bankruptcy or other laws which is not fully dismissed, discharged and terminated within thirty (30) days thereof.

4.3 Upon any breach of these Terms or any Order, together with any remedies stated in any Order, (i) Buyer shall pay to Seller all damages or losses of Seller arising from such breach, including any incidental, exemplary and/or consequential damages; (ii) Seller shall have all rights and remedies available under these Terms, the Order or under law and/or equity arising from such breach; (iii) Seller shall have the absolute right to recover, replevy and/or repossess Products in transit or delivered; (iv) Buyer shall be liable to Seller for all of Seller's costs, expenses, interest and actual attorney, paralegal and other professional fees incurred. All remedies shall be cumulative and not exclusive.

4.4 Termination of any Order or these Terms does not affect any debt, claim, right or cause of action of Seller before the termination. The rights of termination provided in this clause are not exclusive of other rights and/or remedies that Seller may exercise under these Terms, the Order or any other agreement between Seller and Buyer in law or in equity.

4.3 Seller may require minimum release quantities or Seller may have minimum sales amounts for which Buyer is obligated. In the event Buyer does not purchase such minimums at the times indicated in any writing between Buyer and Seller or otherwise accepted by Buyer, Buyer shall be in material breach and shall be liable to Seller for all damages arising therefrom.

5. ORDERS.

5.1 No Order for Products can be cancelled or modified without Seller's written consent in each instance.

5.2 Seller is not obligated to accept any Order from Buyer.

5.3 Seller shall have the right to immediately cancel or terminate any Order, even if it has accepted same, in the event Buyer is in breach of any term, covenant or condition of these Terms or the Order, or in breach of any other agreement between Seller and Buyer.

6. MODIFICATION OF PURCHASE ORDER.

6.1 These Terms, together with any instructions issued hereunder, contain the complete and final agreement between Buyer and Seller, and no agreement or other understanding, whether written or oral, in any way purporting to modify the Terms shall be binding upon Seller unless made in writing and signed by Seller.

6.2 In the event Buyer desires to amend these Terms, same must be agreed to in writing by Seller. Any difference in price or delivery or performance times resulting from any changes shall be equitably adjusted between Buyer and Seller in writing.

6.3 Buyer expressly agrees that Seller shall also have the right to add to, amend or otherwise modify the Order, including these terms and conditions ("Changes") by either posting such Changes on the Seller Site or by faxing, e-mailing or otherwise delivering notice thereof to Buyer or posting such amendments, additions or modifications on the Seller Site. Unless Seller notifies Buyer in writing to the

contrary, Buyer acknowledges that all postings on the Seller Site shall constitute notice of all such Changes and shall be deemed to be an amendment of the Order to the extent stated on the Seller Site from the time of posting and agrees to be bound by same.

6.4 Seller may from time to time post on the Seller Site bulletins, certification requirements, Products notices, actions demanded and other information and notices which Seller deems necessary or relevant to the performance of the Order or otherwise and same shall be binding upon Buyer from and after the time of posting.

6.5 It is Buyer's responsibility to regularly and continually review the Seller Site for Changes, amendments, notices and information and Buyer will be deemed to have been duly notified if the applicable item is posted on the Seller Site and agrees to be bound by all such postings.

7. ASSIGNMENT.

7.1 No part of any Order or these Terms may be assigned by Buyer without prior written approval of Seller. Buyer agrees that Seller has the right to subcontract any work.

8. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or identification of the Products contained on or within the Products, including without limitation, vehicle identification numbers, manufacturer's certificate of origin, patent or application numbers, serial numbers or trademarks (whether on the Products or on nameplates or components).

9. INSPECTION, TESTING AND REJECTION.

9.1 Buyer shall inspect the Products immediately and shall within five (5) days of their arrival at Buyer's location, give written notice to Seller of any claim that the Products do not conform with the terms of the Order. Such notice must specifically describe all claimed nonconformance. If Buyer shall fail to timely notify Seller as set forth herein, the Products shall be deemed to conform in all respects to the Order, and Buyer shall be deemed to have accepted the Products and shall be bound to pay for the Products in accordance with the terms of the Order. Buyer expressly waives any right the Buyer may have to revoke acceptance after such five (5) day period. In the event Buyer rejects any shipment of Products, or elects to accept only a part thereof, the portion rejected shall be returned at Buyer's sole expense and Buyer's sole risk of loss, to Seller within seven (7) days; provided, however, that no Products may be returned without first obtaining Seller's written permission. All returns are at the sole expense of Buyer and at Buyer's sole risk until receipt by Seller in satisfactory condition. Any partial acceptance shall be limited to no less than fifty percent (50%) of any single shipment.

10. WARRANTY/DISCLAIMER AND REMEDY.

10.1 Seller warrants to the Buyer that, at the time of delivery to the carrier for shipment, the Products are free from defects in material and workmanship for a period of six (6) month/1000 miles

(private use), three (3) month/500 miles (commercial use) whichever comes first. Seller only warrants vehicles purchased from an authorized TOMCAR dealer and that each new TOMCAR shall be free from any defect in material and workmanship provided vehicle is operated and maintained in accordance with TOMCAR instructions and manuals.

In the event of a breach of this warranty by Seller, Seller's sole liability and Buyer's sole and exclusive remedy against Seller shall be, at Seller's option, (a) the repair or replacement (with identical or a substantially similar product) by Seller of any non-conforming Product (but not the removal or installation in connection with such repair or replacement), or (b) the return of the price paid by Buyer for the applicable Product, due upon the delivery of the Product to Seller's facility or such location designated by Seller. Seller's warranty is solely to Buyer and to no other persons or entities. Except as expressly stated above, Buyer acknowledges that Seller makes no warranty, express or implied, nor has it furnished any recommendations or technical advice concerning the use or application of the Products. Seller neither assumes nor authorizes any person or entity to assume for it any other obligation in connection with the sale of Seller's Products. Except as expressly stated above, the Products are sold "As Is."

SELLER'S LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF GOODS, ANY WARRANTY OF FITNESS, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT. BUYER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON BY IT WITH RESPECT TO THE PRODUCTS. THIS WARRANTY IS SOLELY FOR THE BENEFIT OF BUYER AND DOES NOT EXTEND FOR THE BENEFIT OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES. SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THE MANUFACTURE, SALE, SUPPLYING, REPAIR OR SERVICE OF THE PRODUCTS OR THEIR USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY BUYER FOR THE RESPECTIVE PRODUCTS.

10.2 SELLER'S LIMITED WARRANTY SHALL NOT APPLY TO: (a) Products and/or components thereof not manufactured by Seller or to Products which contain components of other manufacturers and/or materials supplied to Seller from others and with regard to all of the foregoing, Buyer must rely solely on any warranty of the manufacturer or supplier of such goods, components and

materials and Seller makes no representation as to the existence or duration of any such warranty; (b) any use of the Products not in conformance with the written instructions therefor from Seller or any materials not approved in writing by Seller in conjunction with the use of the Product; (c) any modifications, alterations, additions or accessories added to the Product by Distributor or others; (d) any Products which have been subject to any repairs, alterations, modifications, additions or maintenance (i) by persons not expressly approved in writing by Seller so as to, in the sole opinion of Seller, affect serviceability or condition, or (ii) which, in Seller's reasonable determination, has caused in whole or in part, any damage to, failure or otherwise adversely affected, the Product(s), or (iii) which have not been approved in writing by Seller or are not in accordance with Seller's current published recommendations; (e) any Product, the identifying symbol of which has been removed, defaced or changed; (f) any Product which has been subjected to misuse, abuse, accident, damage, negligence, improper storage, maintenance, transport, installation or services; (g) any Product used by Buyer after the discovery of a defect; and/or (h) any claim not submitted to arbitration within one (1) year from the date of original shipment thereof to Buyer. Seller shall have no liability whatsoever hereunder unless Buyer has fully paid Seller and has returned such Product to Seller in good condition except for the defect claimed.

10.3 SELLER SHALL HAVE NO LIABILITY WHATSOEVER, INCLUDING LOSS, DAMAGE OR INJURY, TO BUYER OR TO ANY THIRD PARTY FOR ANY STRICT LIABILITY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, WHETHER OR NOT BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE (INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS). BUYER AGREES THAT ALL CLAIMS AGAINST SELLER WILL BE FOREVER BARRED AND WAIVED UNLESS SUBMITTED TO ARBITRATION WITHIN ONE (1) YEAR OF THE DATE OF MANUFACTURE. BUYER EXPRESSLY WAIVES THE RIGHT TO COMMENCE A CLAIM AFTER THE EXPIRATION OF THIS ONE (1) YEAR PERIOD AND EXPRESSLY WAIVES ANY OTHER STATUTORY OR COMMON LAW LIMITATIONS PERIODS IT MAY HAVE.

10.4 THE REMEDY PROVIDED HEREIN IS IN SUBSTITUTION FOR ANY REMEDY OR REMEDIES THAT MAY BE PROVIDED FOR UNDER APPLICABLE LAW AND CONSTITUTES BUYER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING UNDER ANY STATUTE OR IN TORT, CONTRACT OR OTHERWISE RESULTING FROM ANY CAUSE WHATSOEVER (INCLUDING ALLEGEDLY DAMAGED OR DEFECTIVE EQUIPMENT, AND IRRESPECTIVE OF WHETHER THE ALLEGED DEFECTS ARE DISCOVERABLE OR LATENT).

11. REJECTION/REVOCATION

11.1 In the event that Buyer shall wrongfully reject the Products or wrongfully revoke acceptance of the Products or fail to make payment when due or repudiate with respect to a part or the whole agreement, then Buyer shall be deemed in breach of these Terms and the Order, and Seller may (a) withhold delivery of any and all Products; (b) stop delivery by any bailee; (c) recover, replevy or repossess the Products from Buyer pursuant to Seller's security interest therein; (d) resell the Products and recover damages; (e) recover damages for nonacceptance; or (f) recover the price for the Products; (g) cancel the agreement; or (h) employ any other remedies, legal or equitable, as may be available to it. In addition, Seller shall have all rights and remedies available to it upon a breach of these Terms or the Order.

11.2 If Seller elects to resell the Products and recover damage as hereinbefore provided for, said sale may be private or public, and Seller will give Buyer seven (7) days notice, said notice being deemed reasonable notification, of its intention to sell and the date of resale. Additionally, in the event of breach by Buyer, Seller may recover any and all consequential, incidental and indirect damages including without limitation all commercially reasonable charges, expenses or commissions incurred in stopping delivery, in transportation, care and custody of Products after Buyer's breach in connection with the return or resale of the Products or otherwise resulting from the breach, including its costs, expenses, interest and actual attorney, paralegal and other professional fees incurred.

12. PRODUCT LIABILITY.

12.1 Buyer agrees to indemnify and hold harmless Seller, its agents, representatives, owners, managers, officers, directors and employees from and against any and all damages, including incidental, consequential and indirect damages, claims, suits, judgments, liabilities, demands and costs, including, but not limited to, legal and other professional expenses, whatsoever arising out of or relating in any way to real, purported or alleged acts or omissions of Buyer, its agents, successors, assigns or subcontractors, including any defects in or arising out of the design, manufacture, repair, modification of, servicing, shipping or handling of the Products or services to be provided pursuant to this Order and any inadequate warnings related thereto.

13. PROPRIETARY INFORMATION.

13.1 The trade names, marks, logos, pricing, supplier and customer information, design, implementation and manufacturing information regarding the Products are proprietary to Seller and are trade secrets and the reasonable competitive business interests of Seller. All drawings, specifications, tooling, prints, manuals or any other information relating thereto, including copies thereof, are proprietary to Seller, and constitute confidential information, reasonable competitive business interests and trade secrets of Seller. Buyer agrees that, upon demand by Seller, it shall return all such items to Seller. Buyer

further agrees that its use of any such material is to be strictly limited to the purposes for which Buyer acquired it from Seller and that it shall not disclose such information to any third party and shall only disclose such information to those employees of Buyer who are necessary for the purpose for which Buyer has received such information. Buyer shall execute Seller's standard Confidentiality and Non-Disclosure Agreement and be bound thereby at all times, including retroactively to the first disclosure of Proprietary Information.

14. PRICE AND PAYMENT.

14.1 In consideration for all services provided to Buyer by Seller, Buyer shall pay Seller, when due, the purchase price for the Products as established from time to time by Seller plus all such amounts included in any Order and all additional amounts referenced herein. The purchase price for the Products may be unilaterally changed by Seller. All charges stated herein to be paid by Buyer shall be paid either directly (and evidenced to Seller) or paid to Seller. Buyer shall, in addition to all other charges stated herein, be responsible for and pay all export and import duties, fees, and other charges for goods to be delivered outside the United States.

14.2 Unless otherwise agreed to in writing by Seller, payment for the Products shall be made in full at the time of the Order. Buyer shall pay a service charge of the lesser of one and one-half percent (1-1/2%) per month on all amounts unpaid after the due date or the maximum legal rate chargeable under applicable law.

14.3 No such dispute shall relieve Buyer's obligations to pay all invoices as presented and in no event shall Buyer have a right of credit, setoff or deduction against any amounts owing under any invoice until same is finally resolved as provided herein.

14.4 The payment term is calculated from the date of shipment of the Products.

15. PATENTS.

15.1 If the Products are manufactured in accordance with a design which Buyer has supplied Seller, the Buyer guarantees that the use and sale of the Products does not infringe any patent nor does it constitute unfair competition resulting from similarity in design, trademark or appearance. Buyer shall indemnify, protect and hold harmless Seller, its agents, customers or other Sellers against any claims, actions, losses, profits, royalties, damages and expenses, including attorney, paralegal and other professional fees, which may arise out of any claim of infringement or unfair competition, including any settlement thereof. Seller may be represented and actively participate in any suit or proceeding arising out of any such claim and Buyer shall pay all attorney, paralegal and other professional fees and all costs of such representation. Seller does not warrant that the use by Buyer of the Products or the materials or equipment sold, or articles or materials made therefrom, alone or in combination with other materials will not infringe a patent. Notwithstanding the foregoing, Buyer shall promptly notify and report to Seller any

claim of infringement, and Seller expressly reserves the right to stop shipment of any materials, equipment or other Products and stop the manufacture, sale or use of any materials or Products, use of which, in the sole opinion of Seller, could involve a patent infringement.

16. PRODUCT RECALL.

16.1 Product Complaints. Buyer shall notify Seller immediately of any reported Product complaints. In the event Seller believes it may be necessary to conduct a recall or other similar action with respect to any Product (a "Recall"), Seller shall have the final decision as to any Recall of any Product and whether to report any complaint or defect to any governmental authority and communicate with such governmental authority, in Seller's sole and absolute discretion. Seller and Buyer shall work together to mutually agree on the details of any Recall. If a Recall arises solely from the breach by Seller of Seller's own limited warranty obligations set forth herein, the cost of goods sold and the out of pocket recall expenses, for repair or replacement, but not for removal or installation (collectively, the "Recall Costs") shall be borne by Seller, not to exceed the cost of the respective Product. If a Recall arises for any other reason, Recall Costs shall be borne by Buyer. Buyer and Seller shall each maintain records of all sales of Product sufficient to adequately administer a Recall for the period required by applicable law.

17. SECURITY.

17.1 In consideration of any payment terms extended by Seller herein, Buyer hereby grants to Seller a security interest in the Products, which shall be deemed collateral, until full payment, including service charges, interest and costs, has been made. This security interest shall continue in all proceeds of and/or accessions to the Products and in all insurance proceeds related thereto. Buyer agrees to do all acts necessary to perfect and maintain said security interest and authorizes Seller as its attorney-in-fact to take all such actions, including the filing of a financing statement or lien without the signature of Buyer. Buyer further agrees that it will not change the location of, sell or transfer the collateral without the prior written consent of Seller and that it will keep the collateral in good condition and housed in suitable shelter and sufficiently insured against loss or damage. Buyer grants Seller all rights of a secured party under the Uniform Commercial Code and the right to recover the collateral upon breach of these Terms or any Order, when payment has not been made in full, when Buyer is delinquent in making any payment owing to Seller or upon other action by Buyer which impairs Seller's expectation of receiving due performance according to commercial standards.

18. DELIVERY.

18.1 Delivery dates are estimated based on Seller's current work in process, latest supplier delivery promises and prompt receipt of all information necessary for the design and/or manufacturer by Seller and in no event to be construed as falling within the meaning of "time is of the essence." Seller may periodically review lead time situations and readjust and/or confirm its delivery schedule. In the

event Buyer requests Seller to hold the Products beyond the scheduled delivery date, the Products will be invoiced to Buyer and additional charges will be made to Buyer for warehousing, trucking, and other expenses incident to such delay.

19. FORCE MAJEURE.

19.1 Seller shall not be liable for any loss or damage as a result of any delay in performance or delivery due to any cause beyond Seller's control, including, without limitation, financing, any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, flood, civil unrest, delay in transportation, delay by supplier or inability to obtain necessary labor, materials, power, fuel, supplies or manufacturing facilities or any other action or condition which renders performance impracticable or by the occurrence of a contingency, the nonoccurrence of which was a basic assumption on which this contract was made. In the event of any such delay, the date of Seller's performance shall be extended for a period equal to the time lost by reason of the delay. Acceptance of the Products when delivered shall constitute a full waiver of all claims for damages caused by any delay within Seller's control.

20. SPARE PARTS.

20.1 Seller shall be the exclusive source for all spare parts, replacement parts and warranty parts for the Products.

21. SEPARABILITY.

21.1 In the event any clause or provision of these conditions should, under applicable law, be held to be illegal and/or void or voidable, such clause or provision shall be considered separable and the remaining portion of these conditions shall continue in full force and effect. In such case, the parties hereto shall make every effort to make an agreement in lieu of the ineffective provision which will ensure the same or as approximate an effect as the one which has become ineffective.

22. TAXES.

22.1 Any manufacturer's tax, retailers tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee or other tax, fee or charge of any nature whatsoever imposed by any governmental authority or measured by any transactions between Seller and Buyer, shall be paid by Buyer in addition to the Products' prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee, or charge, Buyer shall reimburse Seller immediately therefor. Any order by Buyer must state the existence and amount of any such tax, fee or charge which is Seller's responsibility to collect from Buyer. In the event Buyer is exempt from any such tax, Seller shall not charge therefore if Buyer has submitted to Seller an exemption certificate in form and substance approved by Seller and the governmental authority involved.

23. COMPLIANCE WITH LAW

23.1 Export and Import Compliance: Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain import, export, and re-export approvals and licenses required for Products, transfers, services and technical data delivered and will retain documentation evidencing compliance with those laws and regulations. Seller will not be liable to Buyer for any failure to provide Products, services, transfers or technical data as a result of government actions that impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller's performance; or (3) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations. If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Seller will provide Buyer's designated freight forwarder with required commodity information.

23.2 With respect to any item or information that may be disclosed or transferred pursuant to these Terms or any Order, Buyer agrees to comply with all applicable U.S. export control laws, including without limitation the Export Administration Act and the Export Administration Regulations, and such related and/or successor acts or regulations; including the requirement to follow any conditions provided by an export license or agreement, if applicable. In the event the Products, their use, manufacture, import or export, are subject to any restrictions under the International Traffic and Arms Regulations (ITAR), Buyer is solely responsible for full compliance with all import and export laws and regulations and will obtain and maintain all import, export and re-export approvals and licenses required for the Products, transfers and technical data delivered and will retain and evidence to Seller documentation showing compliance with all laws and regulations. Without limiting the foregoing, Buyer agrees that it will not transfer any information it receives from Seller or relating to the Products that constitutes any export controlled items, data, or services. Therefore, any item or information obtained through these Terms, any Order or any other agreement may not be disclosed, exported or transferred to any foreign country, person or entity, until after obtaining written authorization from Seller and the appropriate U.S. governmental agency. The Buyer further agrees that it shall not engage in any transaction with respect to the Products, by way of resale, lease, shipment or otherwise, which violates any statute or regulation of the United States of America or the applicable law of such transaction or Buyer. Buyer shall promptly inform Seller of its intent to modify any Products for military use or application.

23.3 Compliance With Laws Relating to Buyer: Buyer shall comply with all laws and regulations applicable to Buyer, Buyer's business and to the purchase, delivery, possession, sale, installation, use, or import of all Products sold hereunder or under the Order. As a condition of purchase,

Buyer shall comply with all applicable export control laws and regulations of the United States, the European Union and any other country having jurisdiction and shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer or use of all Products and technology delivered hereunder. Buyer shall not sell, transfer, export or re-export any Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use the Products or technology in any facility which engages in activities relating to such weapons.

24. GOVERNING LAW/ARBITRATION.

24.1 These Terms and all Orders shall be construed, governed and enforced in all respects in accordance with the laws of the State of Michigan applicable to contracts made and performed entirely within that state, without regard to conflicts of laws principles. Seller does not warrant the Products will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in these Terms.

24.2 The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any of the Orders or sales made pursuant hereto or thereto.

24.3 Any dispute, controversy or claim arising under, out of, or in connection with, or in relation to these Terms or any Order, any amendment hereof, or the breach hereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution (“ICDR”) in accordance with its International Arbitration rules. The place of arbitration shall be New York, New York or such other place then available for ICDR case management and hearings shall occur at a place that is closest to Rochester, Michigan. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens. Any award rendered therein shall be final and binding on the parties and judgment thereon may be entered thereon in any court having jurisdiction thereof. The arbitration and all testimony and documents submitted shall be in English.

24.4 For all purposes hereunder, Buyer hereby submits to personal jurisdiction in both the State Courts for the State of Michigan and the Federal Courts located in Michigan. Venue shall be proper in the Oakland County Circuit Court or the District Court, Eastern District of Michigan.

25. TIME FOR BRINGING ACTION.

26.1 Any proceeding, demand for arbitration, claim or action (“Claim”) by the Buyer against Seller for breach of these Terms, any Order or any other alleged right against Seller is released and fully discharged and Seller shall have no further liability with respect thereto unless within the earlier of one (1) year from the date that the Claim has accrued, the date of the respective Order or the date of shipment by Seller of the respective Product: (i) such Claim is enforced by commencing arbitration as provided

herein; and (ii) Buyer deposits any unpaid portion of the Purchase Price with the arbitration tribunal pending a final determination thereunder.

26. WAIVER.

27.1 Failure by either party hereto at any time to require performance by the other party or to claim a breach of any provisions of hereof or of any Order will not be construed as a waiver to claim such breach at a later time or of any subsequent breach nor affect the validity and operation of these Terms or any Order nor prejudice either party with regard to any subsequent action.

27. NOTICES.

28.1 Any notice required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, national overnight courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or to such other address of which the parties may have given notice. Unless otherwise specified herein, notices shall be deemed received: (a) on the date delivered, if delivered personally, or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; (c) three (3) business days after being sent, if sent by registered or certified mail; or (d) on the date transmitted, if transmission occurs via electronic e-mail, and acceptance by the receiving party is confirmed.

28. APPLICABLE PARTIES.

29.1 Except for Seller's affiliates, successors or assigns, there are no third party beneficiaries to this Agreement.

29. SURVIVAL:

30.1 All provisions of these Terms which by their nature should apply beyond the term of this these Terms will remain in force after acceptance and complete performance hereof.