

TRENTON PRESSING, LLC TERMS AND CONDITIONS

1. **ACCEPTANCE:** This requirements purchase order, together with the attachments and referenced documents, constitutes an offer by Buyer to Seller upon the terms and conditions stated herein and in the body of the order and shall become a binding contract upon acceptance either by acknowledgement or performance in whole or in part. Said offer is limited to said terms and conditions and supersedes all prior oral or written agreements and no deviation therefrom shall be acceptable. No modifications of terms and conditions of the contract resulting from the acceptance of the purchase order will be binding upon Buyer unless made in writing and signed by Buyer.
2. **DELIVERY:** Deliveries made against this purchase order shall be made only at the times and in the quantities specified in the schedules provided by Buyer. Buyer shall have no liabilities for payment of material delivered to Buyer in excess of the schedules provided. Any product container damaged upon arrival or packaged in an unsafe condition will not be accepted. Buyer reserves the right to cancel this order or reject materials upon default of Seller in time and rate of delivery. Seller is responsible for reasonable costs incurred by Buyer as a result of late deliveries. Buyer reserves the right to refuse at Seller's expense any delivery other than those identified with proper shipping authorization.
 - a. **Schedule Increases** are to be accomplished at no additional cost to Buyer. If any additional costs will be incurred, Seller shall notify Buyer and receive written authorization to proceed if costs are to be paid by Buyer.
 - b. **On-Time Delivery Performance** will be measured against the date and quantities specified and Seller is expected to meet all deliveries 100% on-time.
 - c. **Releases.** Unless specified differently in the Order, Seller shall deliver Supplies in strict conformance with the dates, times, quantities and delivery locations determined by Buyer and identified as firm orders in material authorization releases, manifests, broadcasts or similar releases ("Material Releases"). Time, quantities and location are of the essence under the Order and Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer. Seller shall not make any commitments for raw materials or other inventory or manufacture any Supplies in advance of the time necessary to meet Buyer's delivery requirements. Buyer is not required to purchase Supplies exclusively from Seller unless the Order expressly states that it is exclusive, 100% requirements, or similar term.
 - d. **Blanket Orders.** If the Order does not specify a quantity, states zero, "blanket," "per release" or similar term, the Order is a Blanket Order. If the Order is a Blanket Order, then for consideration of \$10.00 to be paid by Buyer following expiration or termination of the Order, Seller grants to Buyer an irrevocable option during the term of the Order to purchase Supplies in such quantities specified in Material Releases that are transmitted to Seller during the term of the Order, provided that the Buyer may purchase no less than a minimum quantity of at least one piece or unit of each of the Supplies and no more than 100% of Buyer's requirements for the Supplies.
 - e. **Forecasts.** Seller acknowledges that any estimates or forecasts of production volumes or length of program, whether from Buyer or its Customer, are subject to change from time to time and shall not be binding upon Buyer. Seller bears all risks with respect to such changes.
3. **PRODUCTION MATERIAL AUTHORIZATIONS:** Only those releases with a delivery date within 14 calendar days of a release will be authorized for shipment. Releases with a delivery date of 15 to 42 days of the date of the release are released for raw material procurement only. All other releases are for planning purposes only. Seller shall keep Buyer informed of current lead-times and shall maintain sufficient quantities of raw material to provide deliveries at the usage level indicated.
4. **PRICING:** Seller warrants that during the period of this purchase order it will not sell or offer for sale to buyers other than Buyer the items described herein at prices or terms more favorable than those given to Buyer without making comparable adjustments to this sale.
5. **RIGHT OF INSPECTION/REJECT:** All material or services delivered against this purchase order must conform to the latest specifications of the drawing or purchase order, unless otherwise specified. Buyer reserves the right to test and inspect material within a reasonable period of time at Seller's, Subcontractor's or Buyer's facility. Payment for goods or services shall not constitute acceptance thereof. Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to:
 - a. Reject and return at the Seller's expense defective materials and receive full credit for such returned goods. Removal of defective material from Buyer's facility must be completed within 2 workdays of notice of rejection, unless otherwise agreed to.
 - b. Request replacement of any such material without additional cost to Buyer.
 - c. Retain and use material with an equitable reduction in purchase price.
 - d. Require Seller to perform sort or rework at Buyer's, Subcontractor's or Customer's facility or reimburse Buyer for expenses resulting from sorting or rework performed on Seller's behalf.
 - e. Require reimbursement from Seller for all reasonable costs incurred by Buyer as a result of defective goods.
6. **BUYER'S PROPERTY:** Unless otherwise agreed to in writing, all layouts, models, tools, gauges, designs, sketches, drawings, blueprints, dies, specifications, engineering data, technical proprietary information, or property shall remain the property of Buyer and Seller agrees to keep all property confidential. Such items, where practical, shall be plainly marked or identified as to ownership. Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns necessary for the production of the goods. The cost of changes to the "tools" necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall provide weekly time lines to Buyer on the status of all tool design and build. Seller shall insure all "tools" with full fire and replacement value coverage. All new "tools" or modifications to "tools" paid for by Buyer shall be made in accordance with the latest revision of Buyer's Machine Build, Checking Fixture, or Tooling Standards. Seller grants Buyer an irrevocable option to take possession of and title to "tools" owned by Buyer or that are special for the production of goods upon payment to the Seller of the book value of "tools" less any amounts previously paid unless such tools are used to produce goods that are standard stock for Seller. All "tools" are to be laid out and must comply to the latest revision of the drawing. Layout results are to be provided to Buyer. Seller shall return property to Buyer, upon request, in the same condition as originally received, reasonable wear and tear excepted. Seller shall not use property except in filling Buyer's orders. Any special tooling for which the full cost or a substantial portion of the cost is included in the purchase price of this purchase order shall upon completion of this purchase order become the property of Buyer and Seller shall return or dispose of said property as directed in writing by Buyer.
7. **PROCESS CHANGES:** Seller is required to notify in writing and receive approval from Buyer for any changes to the manufacturing process or location on those items where Production Part Approval Process (PPAP) is required. Supplier shall provide PPAP documents per AIAG standards.
8. **CERTIFICATIONS:** Seller is responsible for maintaining a copy of a Certificate of Compliance for each shipment of production material on file at its facility for 5 years and shall provide a copy of certificate upon request by Buyer.
9. **MATERIAL IDENTIFICATION:** All material or services provided must be accompanied by a Packing List/Work Order that identifies Buyer's purchase order number, Buyer's Item Number (if applicable), quantity shipped or service provided, and tare weight (if applicable). All production material must be labeled with appropriate bar codes tags to AIAG standards and lot/date code information. Subcontracted items are to maintain material identification as received. Subcontractor is responsible for maintaining lot integrity while material is in its facility. Packing Lists for all gauges and test equipment must be identified with "FORWARD TO QUALITY CONTROL GAUGE STORAGE AREA UPON RECEIPT". Prototype material is to be accompanied by an inspection report containing number prints and material certifications. Buyer may not receive and may return at Seller's expense any material not properly identified.
10. **SHIPPING AND BILLING:** Seller agrees (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involved carriers in a manner to secure lowest transportation cost; (b) to route shipments in accordance with instructions from Buyer's Traffic Department; (c) to make no charge for handling, packaging, storage, transportation, drayage of goods unless otherwise stated in this purchase order and (d) to promptly forward the original bill of lading or other shipping documentation for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and carrier's requirements.
11. **PREMIUM SHIPMENTS:** If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than originally specified by Buyer, Seller shall at Buyer's option (a) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (b) allow Buyer to reduce its payment against invoices equal to the amount of the difference in cost or (c) ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for only the amount of the normal shipment. Seller shall notify Buyer of all premium shipments made at its expense in accordance with the requirements of TS16949.

12. **COMPLIANCE WITH LAWS:** Seller agrees that neither Seller nor any of the persons furnishing materials or performing services by this purchase order are employees of Buyer within the meaning or application of any Federal or State Unemployment Insurance Law or other Social Security Law, any Compensation Industrial Accident law or Industrial or Labor law. Seller hereby agrees at its own expense to comply with such laws and to assume all liabilities or obligations imposed by any one or more of such laws with respect to this purchase order. Seller represents that all goods or services supplied will comply with all Federal, State, and Municipal laws, rules and regulations that may be applicable to this purchase order. Seller agrees that all employees utilized by it or its suppliers are covered by the applicable Federal and State labor laws. Seller shall supply a copy of all Material Safety Data Sheets (MSDS) applicable to the materials purchased. Additionally, if requested by Buyer, Seller shall promptly furnish to Buyer, in such form and detail as Buyer may direct: (a) a list of all ingredients contained in goods; (b) the amount of all ingredients; and (c) information concerning any changes in or addition to such ingredients.
13. **PATENTS:** Seller shall indemnify Buyer and its customers against and hold it harmless from all demands, claims, suits, liabilities, damages, judgments, costs and expenses including attorney fees, resulting from any alleged infringement of any United States or foreign patent with respect to the material or services supplied under this purchase order. Any and all discoveries, inventions and designs, in connection with this purchase order, of any items as to which Buyer furnishes the specifications, shall be promptly disclosed to Buyer and shall become the property of Buyer. Seller and its employees shall upon request, execute all papers necessary to assign such discoveries, inventions and designs to Buyer and to cause at Buyer's expense patent applications to be filed thereon in favor of Buyer. The decision as to whether to file patent applications and to prosecute same shall be made solely by Buyer.
14. **CHANGES:** Buyer shall have the right to make changes to this purchase order by a notice in writing to Seller. If such changes cause an increase or decrease in the amount due under the order or in the time required for its performance, claim for adjustment must be asserted by Seller in writing within 10 working days from the date of the change. Nothing contained with this clause shall relieve Seller from proceeding without delay in the performance of this purchase order as changed or from assuming financial responsibility as a result of non-performance. This purchase order contains all the agreements and conditions of these transactions and no agreement or other understanding in any way modifying the conditions hereof will be binding upon Buyer unless made in writing as a change of purchase order and signed by Buyer.
15. **ASSIGNMENT:** Seller may not delegate its duties nor assign its obligations herein without the prior written consent of Buyer.
16. **NO WAIVER OF CONDITIONS:** Failure of Buyer to insist upon strict performances of any of the terms and conditions of this purchase order shall not constitute a waiver of such terms and conditions of a waiver of any default.
17. **TERMINATION FOR CAUSE:** Buyer, at its option, may terminate this purchase order without any obligation to Seller, upon (a) the filing of a voluntary or involuntary petition under insolvency law or a petition for the appointment of a receiver, or an assignment for the benefit of creditors; (b) the occurrence of any act or omission by Seller that constitutes a material, including breach of warranty, of this purchase order and the failure by Seller to remedy such breach within 10 days after written notice of breach is given to Seller; the failure by Seller to perform services or deliver goods as specified by Buyer; (d) the failure by Seller to make progress so as to endanger timely and proper completion of services or delivery of goods if Seller does not correct such failure or breach with 10 days (or shorter period if commercially reasonable); or (e) the dissolution of Seller. Upon termination of this purchase order pursuant to the foregoing sentence, Seller shall, at Seller's expense, promptly return to Buyer all of the Buyer tools and any drawings, specifications or other technical information pertaining to this purchase order. Termination of this purchase order shall not affect any liabilities which have arisen prior to termination or may arise after termination based on a transaction made prior to termination, nor any obligations which are, from the context hereof, intended to survive termination of this purchase order. **TERMINATION AT WILL:** In addition to the foregoing, Buyer may at its option terminate all or part of this purchase order, at any time, for any reason, or for no reason by giving written notice to Seller. Upon receipt of the notice of termination Seller will promptly terminate all work under this purchase order. Buyer's obligation to Seller under this section shall be the following amounts without duplication: (a) the order price for all goods or services under this purchase order which have been completed in accordance with this purchase order and not previously paid for; and (b) the actual cost of work-in-progress and raw materials incurred by Seller in furnishing the goods or services under this purchase order, less, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in-process or raw materials, fabricated or procured by Seller in amounts in excess of those authorized in delivery releases, nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Except as provided in this paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest of claims, product development and engineering costs, facilities and equipment rearrangements costs or rentals, unamortized depreciation costs, and general and administrative burden charged from termination of this purchase order.
18. **CAUSES BEYOND BUYER'S CONTROL:** This purchase order is subject to modifications or cancellation by Buyer in the event of fires, accidents, strikes, labor disputes, government acts, or any other conditions beyond Buyer's control. In such an event, Buyer shall have no obligation or liability.
19. **SERVICE REQUIREMENTS:** Some goods provided by Seller under this purchase order may be necessary for service parts after the phase out of a product. Seller shall continue to supply the goods delivered hereunder as service parts, as needed, for 10 years after performance of this purchase order at the price stated herein. If Buyer's customer changes the period of the service term, Buyer has the right to revise the service terms and conditions to meet the requirements of the OEM and pass through the new requirement to the Seller. Increases in material costs will be allowed only if Buyer's customer allows such increases. **Tooling Terms:** (a) The tooling life expectancy will include the term of service depicted under the aggregate service requirement. The Seller will properly maintain and store tools as a part of the terms of the service agreement. (b) The maintenance of the tool is the responsibility of the Seller. It is the responsibility of the Seller to do normal PM's to keep the tool production ready. Any scrap generated as a result of a tool improperly maintained is the responsibility of the Seller. (c) The Seller must obtain approval before disposal of any and all tools.
20. **INDEMNITY:** Seller shall be liable for and shall protect, defend, indemnify and save Buyer, its officers, directors, agents and employees, harmless against any and all claims, losses, demands, damages, actions or causes of action, and any and all related costs and expenses of every kind and character, including attorney's fees, suffered by Buyer, its officers, directors, agents and employees, or the person or property of any other person or corporation, on account of personal injury, or death, or damage to property, occurring, growing out of, incidental to, or resulting directly or indirectly, in whole or in part, from the performance by Seller hereunder or from any actual or alleged defect, latent or patent, in the items and/or services covered by this purchase order, including actual or alleged improper construction or design of the items covered by this purchase order or the failure of said items to comply with Seller's express warranties hereunder or with any of Seller's implied warranties, and whether such loss, damage, injury or liability is contributed to by the negligence of Buyer, or its officers, directors, agents or employees, or from other causes whatsoever, except that Seller shall have no liability for damages or costs incident thereto caused by the sole negligence of Buyer.
21. **VERIFICATION OF GOODS/SERVICES:** BUYER, Buyer's customer, or authorized representative shall be afforded the right to visit Seller's facility during reasonable business hours to review Seller's process and any of Buyer's property.
22. **CONTINGENCY PLANS:** Seller shall develop, maintain and have for review contingency plans to allow for uninterrupted production of goods against this purchase order in the event that the current approved method of production cannot be utilized as a result of situations beyond the control of Seller, such as, national disasters, machine breakage, labor shortages.
23. **SUPPLIER QUALITY AND DEVELOPMENT PROGRAMS:** Seller agrees to participate in Buyer's supplier quality and development programs as detailed in the Buyer "Supplier Manual."
24. **NEW JOB LAUNCHES:** Seller will complete 100% containment on the first 30 days off production deliveries to ensure that all new jobs launch with 0 PPM's
25. **DESIGNED ITEMS:** Buyer reserves the right to review design prior to build for any items where design has been subcontracted. CAD, design or print files shall accompany the delivery of designed items.
26. **PRODUCT APPLICABILITY:** Seller shall conduct all evaluations necessary to verify that product being supplied is capable of being utilized in the Buyer's process and will perform within the process parameters. Seller shall ensure that all gauges used for product acceptance be certified by an accredited lab as defined by AIAG standards.
27. **JOB BALANCE OUT:** When possible, Buyer will advise Seller of scheduled job balance out dates. Seller is ultimately responsible for monitoring releases and ensuring excess material is minimized. All claims for obsolescence are subject to the terms herein and must be submitted to Buyer within 30 days of last shipment. Claims will be reviewed and dispositioned by Buyer. All material claimed is to be held for audit purposes until final disposition is received in writing from Buyer.

- 28. WARRANTY:** Seller expressly warrants that all the items and/or services covered by this purchase order shall conform to the specifications, drawings, samples or other descriptions furnished to or specified by Buyer; will be merchantable; will be of good material and workmanship; will be free from any defects and will be satisfactory and safe for consumer use. Seller expressly warrants that any items furnished under this purchase order shall be fit and sufficient for the purpose intended by Buyer. Seller shall reimburse Buyer for any labor and materials, including overhead, incurred by Buyer as a result of any items or services covered by the purchase order which do not conform to these express warranties. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.
- 29. INSURANCE:** "Seller agrees to furnish to Buyer promptly upon request a certificate from its insurance brokers or agent showing that it carries adequate Workers' Compensation, and Comprehensive General Liability insurance coverage, including Contractual Liability insurance applicable to this Order. The certificate must show the amount of coverage, policy number, and date of expiration and must require the broker or agent to give Buyer thirty (30) days prior written notice of any lapse or cancellation of any policy. Buyer shall also be shown as an Additional Insured on the Comprehensive General Liability policy reflected on the certificate of insurance if services are to be performed on Buyer's premises. If Seller is self-insured for Workers Compensation coverage, it will, if requested by Buyer, provide the applicable state certificate establishing such status to Buyer. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's premises on account of any Supplies and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer."]
- 30. INCONSISTENCIES - ADDITIONAL TERMS:** Any different, contradictory or additional terms or conditions contained in any documents submitted, or which may be submitted by Seller, or claimed by Seller to be oral, are hereby rejected and shall not be binding on Buyer, (unless in writing, signed by a duly authorized representative of Buyer and incorporated herein by specific reference). No acknowledgment or other form of the Seller will modify, supersede, add to or in any way vary or become a part of the terms of this purchase order, even if Purchaser accepts Seller's items and/or services. This purchase order (and the previous purchase order if this purchase order is a revision thereof) constitutes the entire agreement by and between Seller and Buyer.
- 31. EXCLUSIVE FORUM - CONSENT TO JURISDICTION - APPLICABLE LAW:** All matters arising out of or relating to all Orders and their attachments and schedules, including the relationship between the parties pertaining to any Order, and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement, and any disputes or controversies arising therefrom shall be governed and construed in accordance with the internal laws of the State of Georgia (without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any other jurisdiction). For any cause of action, claim, suit, or demand allegedly arising from or related to the terms of any Order or the relationship of the parties pertaining to any Order and the transactions contemplated thereby, Buyer and Seller irrevocably (i) submit themselves to the jurisdiction of the State Courts of Georgia, located in Fulton County, Georgia, and the United States Federal District Court for the Northern District of Georgia; (ii) waive all objections to lack of personal jurisdiction for the purpose of effectuating this provision; (iii) agree that service of process may be made upon any of them in any proceeding relating to, or arising out of, any Order by any means allowed by Georgia or United States federal law; and (iv) agree that venue is proper for any such proceeding in Fulton County, Georgia.
- 32. GRATUITIES:** Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer by influencing such person with respect to the terms, conditions or performance of any contract with or purchase order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
- 33. CLAIMS ADJUSTMENT:** Buyer may, at any time and without notice, set off the amount of any claim of Buyer under this purchase order against any payment due Seller under this purchase order or otherwise.
- 34. SET OFF:** In addition to any right of setoff or recoupment provided by law, Buyer shall be entitled at any time to set off or recoup against sums payable by Buyer to Seller or any of its affiliates any amounts for which the Buyer determines in good faith the Seller or any of its affiliates is liable to it under any Order or other agreements with the Seller or any of its affiliates. The Buyer may do so without notice to the Seller.
- 35. PRICE ADJUSTMENTS:** In the event that Buyer's Customer files or has filed against it a petition in bankruptcy or insolvency and, in the course of such proceeding, Buyer permits a reduction in the price(s) paid to Buyer 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 Buyer by its Customer, and the Order will otherwise remain in effect without modification.
- 36. PAYMENT UP NON-PAYMENT:** If Buyer's Customer directed, recommended, requested, suggested or otherwise identified Seller as a source of the Supplies: (a) Buyer will pay Seller for the Supplies only following and to the extent of Buyer's actual receipt of payment from that Customer for those goods in which the specific Supplies are incorporated; (b) within three business days of any change in price, specifications or other terms negotiated or proposed between Seller and the Customer, Seller will notify buyer in writing and will immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Buyer without Buyer's specific written consent.