

ZENITH GLOBAL LLC STANDARD TERMS AND CONDITIONS OF SALE

Acceptance. Seller's acceptance of Buyer's purchase order is expressly conditioned upon and limited to Buyer's acceptance of the Terms and Conditions of Sale contained in this document ("Terms and Conditions of Sale"), which are in lieu of and notwithstanding any additional, different or conflicting terms which may be contained in Buyer's purchase order or other documents or other communication (written and oral) pertaining to Buyer's order of the goods from Seller. Buyer's assent to the terms and conditions contained in this document shall be conclusively presumed from Buyer's acceptance of any or all of the goods or from payment by Buyer for any or all of the goods. Any prior negotiations and agreements between Buyer and Seller and/or oral representations made by anyone on behalf of Seller are hereby merged into this document. These Terms and Conditions of Sale may not be modified, superseded or otherwise altered, except by a written instrument signed by an officer of Seller. Failure of Seller to object to any terms or conditions which may be contained in any Buyer document, form or other communication shall not be construed as a waiver of these Terms and Conditions of Sale or as an acceptance by Seller of any other terms and conditions. Seller expressly and specifically rejects any and all additional or different or conflicting terms and conditions in any request for quotation, purchase order, purchase acknowledgment or any other documents or communications (written and oral) received from Buyer relating to the purchase and sale of the goods. All handwritten changes (additions and/or deletions) to this document by Buyer are null and void and of no legal force or effect.

Payment Terms. Unless otherwise stated on the face of Seller's Order Acknowledgment/Confirmation, payments for all goods are due and payable thirty (30) days from the date of invoice. Accounts thirty (30) days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month to cover the costs of servicing these accounts. If all the goods are not delivered at the time of any scheduled delivery and only a partial delivery of goods is rendered, the Buyer shall pay the unit prices for the goods delivered as determined by Seller in its sole commercially reasonable discretion. All deliveries and performance of work shall at all times be subject to the credit approval of Seller, and Seller may at any time decline to make any shipments or deliveries, or perform any work, except upon receipt of payment or upon financial terms and conditions or security arrangements satisfactory to Seller. Prices are payable in cash in the specified currency, free of exchange.

Prices. The prices for the goods covered hereby shall be those shown on the face of Seller's Order Acknowledgment/Confirmation; provided, however, that if such prices are based on the purchase of a particular quantity of goods and Buyer fails to purchase such quantity, Seller shall have the right (in addition to any other rights and remedies Seller may have) to collect from Buyer, and Buyer agrees to pay, the difference between the price paid by Buyer for the goods purchased and Seller's standard price ordinarily charged for such goods in the quantity actually purchased by Buyer.

a. As security for Buyer's performance of its obligations hereunder, Seller hereby reserves a purchase money security interest in all goods sold by Seller to Buyer, and in the proceeds thereof, until payment in full for such goods is received by Seller. In the event of default by Buyer in any of its obligations to Seller hereunder, Seller may repossess the goods sold hereunder without liability to Buyer. A copy of the invoice covering the goods may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest. At the request of Seller, Buyer shall execute such financing statements and other instruments that Seller may reasonably request to perfect Seller's security interest. Furthermore, Seller is authorized to execute and file on Buyer's behalf, a financing statement evidencing this security interest.

b. Unless otherwise stated on the on the face of Seller's Order Acknowledgment/Confirmation, the prices for the goods covered hereby do not include costs of special packaging or shipping or other special requirements of Buyer.

Taxes. Unless otherwise stated on the face of Seller's Order Acknowledgment/Confirmation, the price for the goods covered hereby do not include customs duties or sales, use, excise, or other similar taxes of any federal, state, local or foreign governmental authority with respect to the sale, purchase, delivery, storage, insurance, processing, use, consumption or transportation of any of the goods covered hereby. The Buyer shall pay, in addition to the prices quoted, the amount of any present or future customs duties or sales, use, excise or other similar tax applicable to the sale of goods or performance of services by Seller unless the Buyer shall supply Seller with the appropriate tax exemption certificate(s).

Delivery.

Time of Delivery. The Seller will make commercially reasonable efforts to make deliveries, whether full or partial, in accordance with the established delivery schedule set forth on the face of Seller's Order Acknowledgment/Confirmation or as may be otherwise later revised. Unless otherwise stated on the face of Seller's Order Acknowledgment/Confirmation, delivery of goods shall be deemed completed when Seller places the goods at the disposal of Buyer's carrier at the Seller's manufacturing facility, not cleared for export and not loaded on any collecting vehicle. In any event and notwithstanding anything contained herein or otherwise to the contrary, upon such delivery of the goods at the point of shipment at Seller's plant to Buyer, title to the goods shall pass to the Buyer, and Buyer will thereupon be solely responsible for and bear the entire risk of any loss or damage to the goods from any cause whatsoever.

Delivery Dates. Scheduled dates of delivery are determined from the date of Seller's acceptance and confirmation of any order placed by Buyer, and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Seller shall not be liable for any damages caused by failure or delay in shipping of the goods described herein.

Packaging. Unless otherwise stated on the face of Seller's Order Acknowledgment/Confirmation, the goods shall be packed by Seller and will be delivered for shipment in standard commercial packaging. When special or export packaging is requested or, in the opinion of Seller, is required under the circumstances to minimize risk of loss or damage in

transit, the cost of the same, if not otherwise specifically shown as included in the price stated on the face of Seller's Order Acknowledgment/Confirmation hereof, will be separately invoiced to and paid by Buyer.

Terms. Unless otherwise stated on the face of Seller's Order Acknowledgment/Confirmation, delivery terms are Incoterms 2010 Ex-Works at Seller's plant. Any additional services or charges by the carrier including, without limitation, stopover charges, lumper fees and other accessorial charges are the responsibility of Buyer. Seller reserves the right to use the carrier and delivery routing of Seller's choice, with shipments made otherwise at the request of Buyer being Buyer's responsibility.

Limited Warranty. Seller warrants that at the time of delivery as documented by Seller, the goods supplied hereunder shall 1) conform to the specifications stated on the face of Seller's Order Acknowledgment/Confirmation and 2) be free of substantial defect in workmanship ("Limited Warranty"). THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE GOODS, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, ARE HEREBY FULLY DISCLAIMED. SELLER'S LIABILITY AND BUYER'S REMEDY FOR BREACH OF WARRANTY IS LIMITED SOLELY TO THE REPLACEMENT OF THE NONCONFORMING GOODS, WHICH SHALL BE RETURNED TO SELLER'S PLANT AT BUYER'S RISK, TRANSPORTATION CHARGES PREPAID BY BUYER. THE FAILURE TO GIVE SELLER NOTICE OF A WARRANTY CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY AS DOCUMENTED BY SELLER SHALL CONSTITUTE A COMPLETE WAIVER OF ALL BUYER'S CLAIMS RELATING TO SUCH GOODS, AND SUCH GOODS SHALL, FROM THAT POINT FORWARD, BE DEEMED CONFORMING GOODS THAT ARE ACCEPTED BY BUYER FOR ALL PURPOSES.

THE LIMITED WARRANTY IS IMMEDIATELY AND AUTOMATICALLY INVALIDATED AND NULL AND VOID FOR ANY GOODS OTHERWISE COVERED BY THE AFOREMENTIONED WARRANTY ANYTIME THE GOODS ARE, WITHOUT LIMITATION, 1) EXPOSED TO ELEMENTS OR TEMPERATURES BEYOND THE COMMON SERVICE TEMPERATURES INTENDED FOR SUCH PRODUCTS AND/OR ANY RAW MATERIALS CONTAINED THEREIN, OR 2) USED FOR APPLICATIONS NOT INTENDED FOR SUCH GOODS, AND/OR 3) ALTERED OR TAMPERED WITH BY ANYONE.

LIMITATION OF LIABILITY. THE RIGHT TO RETURN NONCONFORMING GOODS FOR REPLACEMENT, AS DESCRIBED HEREIN, SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY, WHETHER SUCH CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, AND SHALL NOT IN ANY CASE EXCEED THE AMOUNT ACTUALLY PAID BY BUYER FOR SUCH NON-CONFORMING GOODS, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (LOST SALES AND LOST PROFITS, ETC.) AND/OR SPECIFIC PERFORMANCE. THE PRICE CHARGED FOR THE GOODS CONTEMPLATES AND INCLUDES CONSIDERATION FOR THIS LIMITATION OF SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION(S) CONTEMPLATED HEREUNDER MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR FOLLOWING THE DATE OF DELIVERY OF THE GOODS AS DOCUMENTED BY SELLER.

Claims. Claims by Buyer for shortages or errors in delivery must be made within three (3) days after the delivery of the goods as documented by Seller. Goods are sold subject to the standard manufacturing practices of Seller's suppliers. Goods manufactured on a batch basis are subject to plus or minus 10% customary quantity variations.

Returns. Only non-conforming goods pursuant to the terms of the Limited Warranty may be returned to Seller for replacement, and only then following Seller's final written determination in Seller's sole determination that such goods are in fact non-conforming. No non-conforming goods shall be returned without first obtaining written consent from an officer of Seller.

Credit Approval. Shipments, deliveries and performance of work by Seller shall at all times be subject to the credit approval of Buyer and requirements of the credit department of Seller, including the requirement that Buyer pay part or the total invoice price for goods in advance.

Order Cancellation. All orders (including, without limitation, blanket purchase orders with multiple releases) once accepted by Seller, are not cancellable by Buyer. Therefore, in the event of cancellation (partial or full) or attempted cancellation of any order by Buyer following Seller's acceptance, Buyer shall be considered in breach of its agreement with Seller and Buyer shall, upon demand, in addition to any other rights or remedies Seller may have at law or in equity under applicable law and without termination of the agreement, pay to Seller all damages resulting from Buyer's breach to include, without limitation: 1) the cost of all work and materials to which Seller has committed and/or identified with Buyer's order, plus 2) Seller's standard cancellation charge then in effect, plus 3) Seller's costs for product molds, initial engineering and setup, plus 4) Seller's anticipated profit on the entire order. Buyer acknowledges that the actual damages likely to result from cancellation of any order of goods are difficult to estimate on the date of this agreement and would be difficult for Seller to prove. The parties agree that Buyer's payment of, without limitation, the amounts stated above, would serve to fairly and reasonably compensate Seller for a breach by Buyer of Buyer's obligations hereunder and not be a penalty for such breach by Buyer.

Indemnification. Buyer shall indemnify, defend, protect, and hold Seller, its parent company, all affiliated, related, or subsidiary companies, and their respective officers, directors, shareholders, attorneys, accountants, representatives, agents, employees, successors and assigns free and harmless from and against any and all claims, actions including, without limitation, the cost of investigation and testing, consultant's and attorney's fees, remedial and enforcement actions of any kind, administrative or judicial proceedings, causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) and/or death of and/or injury to any person and/or damage to

any property whatsoever, arising from or caused in whole or in part, directly or indirectly, whether or not foreseeable, by (i) Buyer's failure to comply with any promise, covenant, representation and/or obligation under this Agreement or any other agreement, and/or (ii) Buyer's negligent (whether active or passive) or intentional acts or omissions, and/or (iii) any third party claim that the goods purchased and sold hereunder infringe or allegedly infringe on such third party's patent, trademark, copyright or any other intellectual property right(s) and/or the handling of any goods by Buyer following delivery from Seller. For purposes of this indemnity provision, any acts or omissions of Buyer, or by employees, agents, assignees, successors and assigns, contractors and subcontractors of Buyer or others acting for or on behalf of Buyer shall be strictly attributable to Buyer.

Buyer's Required Insurance. Buyer shall at all times and for a minimum of three (3) years following the purchase of goods from Seller, carry comprehensive general liability insurance including products liability and completed operations, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. Buyer's insurance coverage shall be primary and any insurance carried by Seller shall be excess and non-contributory, and Seller shall be designated an additional insured under Buyer's insurance. Buyer shall waive its right of subrogation for itself and on behalf of its insurance carriers in favor of Seller. Evidence of the coverage described herein (including endorsements) in a form reasonably acceptable to Seller shall be provided to Seller by Buyer. In no event shall Buyer's liability be limited by insurance maintained by Buyer, required hereunder or otherwise.

Governing Law. Any agreement arising out of this transaction shall be deemed to have been made in Michigan. The parties hereby expressly agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Michigan without regard to conflict of interest laws. Buyer and Seller hereby each irrevocably submit to the state and federal courts in Livingston County, Michigan as the sole and exclusive jurisdiction for the resolution of any disputes arising out of transactions between Buyer by Seller.

Default. In the case of default or breach by Buyer in the performance of any obligations contained herein, Seller may cancel any outstanding order from Buyer, accelerate and declare all obligations immediately due and payable, and shall in addition have all remedies afforded by the Uniform Commercial Code, as well as any other applicable law. In addition, Buyer shall be liable for Seller's expenses incurred in exercising any remedies available to it, including reasonable attorneys' fees, legal expenses and costs of court. All unpaid obligations shall bear interest at the contract rate provided under terms of payment above.

Force Majeure. Seller shall not be liable for any failure to deliver, or delay in the delivery of, any goods, or any other performance hereunder, due to any cause beyond its control, including but not limited to acts of God, fires, labor disputes, changes to law, governmental actions, impracticability or inability to obtain and/or market price fluctuations in raw materials, components, energy, manufacturing facilities, or transportation. The date of delivery or Seller's performance hereunder shall be extended by a period equal to the time lost by reason of such delay in the event Seller's production is curtailed for any of the aforementioned reasons. Furthermore, if a force majeure event impacts Seller's ability to manufacture and deliver goods to Buyer, Seller may allocate its production in a commercially reasonable manner in its sole discretion among its various customers.

Intellectual Property. Buyer does not acquire any of Seller's intellectual property rights in the goods under this Agreement or any other rights whether express, implied, or by estoppel, nor does Seller grant to Buyer any right, interest or license in or under any patent, trademark, copyright, trade secret, know-how or other proprietary right of Seller in or to the goods. Seller shall have sole ownership to all proprietary rights in and to all improvements, updates, modifications or enhancements that Seller develops pertaining to any goods sold hereunder or otherwise.

Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, or (iii) by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Notices so given shall be effective upon receipt by the party to which notice is given. Rejection or other refusal to accept shall be deemed to be receipt of the notice as of the date of such rejection or refusal.

Miscellaneous. Seller's failure to insist on the strict performance of any of the terms hereof, or to exercise any right or privilege hereunder, or Seller's waiver of any breach by Buyer hereof, shall not thereafter waive any such terms, conditions, rights or privileges that Seller may have hereunder. No course of dealing or usage of trade shall be applicable. Buyer may not assign this agreement or any of its rights or obligations hereunder without the prior written consent of Seller. If any part of this document is found to be invalid, the remaining parts of the document will remain in effect as if there were no invalid part to the fullest extent allowed under applicable law.