

**WINDSOR MOLD GROUP
WINDSOR MOLD INC. AND WINDSOR MOLD USA INC.
PURCHASE ORDER TERMS AND CONDITIONS
EFFECTIVE DATE: APRIL, 2020**

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WINDSOR MOLD GROUP
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PURCHASE ORDER TERMS AND CONDITIONS
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1. ACCEPTANCE AND TERMS OF ORDER

1.1 Each purchase order and purchase order revision issued by Buyer (a “Purchase Order”) is an offer to Seller for the purchase of goods and/or services, and includes and is governed by the express terms contained on the face of the Purchase Order, these purchase order terms and conditions, and the terms and conditions contained in any release, addendum or supplement to the Purchase Order, any Buyer’s supplier manual made available to the Seller, and any other document incorporated by reference into the Purchase Order or into these purchase order terms and conditions (collectively, the “Terms” and together with a Purchase Order, an “Agreement”). Seller shall be deemed to have accepted an Agreement with: (i) Seller’s acknowledgment of the Purchase Order; (ii) commencing work on the goods subject to the Purchase Order (the “Goods”) or shipping the Goods, whichever occurs first, (iii) performing all or any portion of the services subject to the Purchase Order (the “Services”); (iv) Seller’s acceptance of any payment under the Purchase Order; or (v) Seller’s failure to deliver written notice of rejection to Buyer within ten (10) days of receipt of the Purchase Order. Any acceptance of the Purchase Order is limited to and conditional upon Seller’s acceptance of the Terms. Any proposal for additional or different terms or any attempt by Seller to vary any of the Terms, whether in Seller’s quotation form, acknowledgement form, invoice, correspondence or otherwise, shall be deemed material and is hereby objected to and expressly rejected by Buyer. Buyer may cancel all or any part of an Agreement at any time prior to Buyer’s actual knowledge of acceptance by Seller. In the event of any conflict between the face of the Purchase Order and these Terms, the face of the Purchase Order shall govern.

1.2 The reference herein to Buyer shall mean Windsor Mold Inc. or Windsor Mold USA Inc. or any of their respective divisions specifically designated as the Buyer in the applicable Purchase Order.

1.3 Each Agreement contains the entire agreement between Buyer and Seller and, except as otherwise expressly stated in the Purchase Order, supersedes all prior agreements, orders, quotations, proposals and other communications relating to the subject matter hereof and there are no other understandings or agreements, verbal or otherwise, in relation hereto that exist between Buyer and Seller. Any reference in a Purchase Order to any previous offer, quotation or proposal made by the Seller shall only be to incorporate details regarding the description of the Goods or Services to the extent not inconsistent with the description in the Purchase Order and shall not incorporate any terms or conditions stated in such offer, quotation or proposal.

1.4 Where a Purchase Order is marked “blanket order”, “as released”, “as scheduled” or words of similar effect on the face thereof, the Purchase Order shall only become binding

on the Buyer upon Buyer's issuance of a written release authorization to Seller specifying the shipping date, quantity and destination of the Goods or Services. Buyer shall have no obligation whatsoever to issue any release authorization. The terms of the Blanket Order shall remain in effect until the expiration date shown on the face thereof (if any) or until cancelled by Buyer. Subject to Buyer's termination rights hereunder, any Blanket Order that does not include an expiration date shown on the face thereof shall be binding on the Seller for the length of the production life of the vehicle program into which Buyer intends to incorporate the Goods or Services, provided, however, Seller's obligations with respect to any service and replacement parts required under Section 27 of these terms shall continue as provided therein. Seller acknowledges and agrees it has received adequate consideration for each Purchase Order, including all Blanket Orders. Subject to Buyer's termination rights, each Purchase Order and these Terms are binding on Buyer and Seller until the expiration date or the end of the time period specified in the Purchase Order or as otherwise established by the Terms.

2. DELIVERY AND PRICES

2.1 The Goods are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with Buyer's specifications, as specified in the applicable Purchase Order, these Terms, and/or in any written directions and/or instructions as may be provided by Buyer to Seller from time to time. If the Goods are not shipped in accordance with Buyer's specifications, Seller shall pay or reimburse Buyer for any excess costs occasioned thereby. Seller will be responsible for all expenses of labeling, packing, boxing, crating, handling, insurance, storage and freight (to Buyer's "ship to" location as set forth in the Purchase Order), unless otherwise expressly stated in the Purchase Order.

2.2 Deliveries will be made in the quantities, on the dates and at the times specified by Buyer in the Purchase Order or in any subsequent releases or instructions Buyer may issue under the Purchase Order. Time is of the essence with respect to all delivery schedules established by Buyer. Buyer will not be required to pay for any Goods that exceed the quantities specified in Buyer's delivery schedules nor to accept Goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller bears the risk of loss of all Goods delivered in advance of the delivery date specified in Buyer's delivery schedules. If the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.

2.3 Title to any Goods shall pass to Buyer upon the earlier of the date on which Buyer has made payment for such Goods or delivery of such Goods to Buyer and no reservation of title, grant of lien or security interest clause proposed by the Seller shall be effective against the Buyer except as expressly accepted in writing by the Buyer. For the purposes of each Agreement, delivery shall not have occurred and risk of loss shall not have been transferred to Buyer until delivery of the Goods to Buyer's facility and acceptance

thereof by Buyer in accordance with the terms of the applicable Agreement. The Goods produced or the services provided in accordance with an Agreement shall be delivered free and clear of all liens, encumbrances, security interests, rights and interest of the Seller (except those rights and interest of Seller expressly provided for in the applicable Agreement) or any person or entity contracting with Seller or acting buyer or through Seller, including without limitation, any mold builder liens, molder liens, special tool builder liens, end user liens, construction liens, mechanics liens or similar statutory lien, all of which are waived by the Seller to the maximum extent permitted by law. Upon the request of the Buyer, Seller will provide reasonable written documentation confirming waiver of such statutory liens or other liens, security interests or encumbrances.

2.4 Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Goods. Seller acknowledges that any such estimates, forecasts or projections are non-binding and are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such estimates, forecasts or projections provided to Seller, including with respect to the accuracy or completeness of such forecasts.

2.5 Buyer shall not be invoiced at a price(s) higher than prices shown on the face of the Purchase Order (the "Price"). Payment will be made in accordance with payment terms stated on face of the Purchase Order and these Terms. The Price for the Goods or Services is and shall remain competitive with the Price for similar materials, goods and/or services made available to the Buyer from other vendors and suppliers and in all events the price is as low as any prices charged by the Seller to other customers to which the Seller sells Goods or provides Services under conditions similar to those set forth in a Purchase Order.

2.6 Unless otherwise stated in the Purchase Order, the Price includes all applicable federal, state, provincial, regional and local taxes other than value added or similar turnover taxes or charges. Seller will separately invoice Buyer for any value added or similar turnover taxes or charges that Seller is required by law to collect from Buyer. Seller will provide Buyer with whatever information and documentation that is required under local law in order to enable Buyer to recover any value added, or similar turnover taxes or charges.

2.7 If Buyer is required by law to make any deduction or withholding from any sum otherwise payable to Seller under the Purchase Order, Buyer shall be entitled to deduct or withhold such amount and effect payment thereof to the applicable tax authority. Buyer will, upon request from Seller, provide to Seller official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid.

3. DELAYS IN DELIVERY

3.1 If Seller fails or refuses to proceed with a Purchase Order or fails to deliver the Goods or perform the Services within the delivery dates and times specified in the Purchase Order, Buyer may, without limiting or affecting its other rights or remedies available hereunder or at law, cancel the then remaining balance of the Purchase Order, unless the delay is an excusable delay, as hereinafter defined. In addition, if Seller fails to meet the delivery dates or times of the Goods or Services, other than by reason of an excusable delay, Buyer may, without limiting or affecting its other rights or remedies available hereunder or at law, direct expedited shipment and/or incur premium freight or transportation costs, and Seller shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Seller shall be responsible for all other direct, consequential, and incidental damages incurred by Buyer as a result of Seller's failure to meet the delivery dates or times, other than by reason of an excusable delay, including the cost of any line shutdown and the cost of obtaining Goods or Services from an alternate source. Buyer's actions in obtaining substitute or replacement products or services shall not limit the rights and remedies available hereunder or at law.

3.2 The term "excusable delay" means any delay in making or accepting deliveries or performance which results without fault or negligence on the part of the party involved and which is due to causes beyond its reasonable control, such as acts of God or of a public enemy, any preference, priority or allocation order issued by government or any other act of government, fires, floods, epidemics, freight embargoes, explosions, riots, war, terrorism and delays of a supplier due to such causes. The term "excusable delay" shall not, however, mean or include any delay arising from or as a result of: (i) Seller's financial difficulties; (ii) a change in cost (including by virtue of any change in tariffs) or availability of materials or components based on market conditions or supplier actions affecting Seller; or (iii) any labor strike or other labor disruption applicable to Seller or to any of its subcontractors or suppliers that are engaged in manufacturing or providing Goods or Services to Seller in connection with Seller's obligations under the applicable Purchase Order.

3.3 An excusable delay shall not constitute a default hereunder, provided that if Seller is subject to one or more excusable delays that persist for more than fifteen (15) days in the aggregate, Buyer may cancel the then remaining balance of the Purchase Order without any liability whatsoever to Seller and without limiting or otherwise affecting its other rights or remedies available hereunder or at law.

3.4 Seller, at its expense, shall use its best efforts to mitigate any adverse effects or costs to Buyer due to any actual or potential delay. Whenever any actual or potential delay threatens to delay deliveries or Seller's performance under a Purchase Order, Seller shall immediately give written notice thereof to Buyer. Such notice shall include all relevant information with respect to such delay, including the anticipated duration and impact of such delay.

4. PAYMENT

4.1 Buyer shall pay net invoices (subject to applicable withholding taxes, if any) on the terms set forth in each Purchase Order and these Terms.

4.2 Notwithstanding the foregoing paragraph, where Buyer is entitled to receive reimbursement or other payment from a customer for the Goods and/or the Services to be provided by Seller to Buyer under a Purchase Order for the purchase of tooling, molds, fixtures, gauges, and assemblies (collectively “Tooling”) or related equipment, Seller shall be entitled to receive payment under the Purchase Order for such Tooling or related equipment only after and to the extent of, and in proportion to, Buyer’s actual receipt of such reimbursement or other payment from its customer.

4.3 If a customer of the Buyer directed, recommended or requested that Seller be the source from whom Buyer is to obtain the Goods and/or Services: (i) Buyer will pay Seller for the Goods and/or Services only after and to the extent of, and in proportion to, Buyer’s actual receipt of payment from the customer for those Goods into which the Goods and/or Services are incorporated; (ii) any lengthening of the customer’s payments terms to Buyer for those goods into which the Goods and/or Services are incorporated will automatically lengthen the payment terms as between Buyer and Seller by the same amount of time; and (iii) within three (3) business days of any change in price, specifications or other terms negotiated or proposed between Seller and the customer, Seller shall notify Buyer in writing and immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Buyer without Buyer’s specific written consent.

4.4 Seller warrants that the prices in each Purchase Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added, without Buyer’s prior written consent. Seller expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including any foreign exchange rate changes, increases in raw materials costs, changes in tariffs, inflation or increases in labor and other manufacturing costs.

5. SET-OFF AND RECOURPMENT

5.1 In addition to any right of set-off or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness or obligations of Seller and its subsidiaries and affiliates to Buyer and its subsidiaries and affiliates. Buyer and its subsidiaries and affiliates shall have the right to set-off against or recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates and subsidiaries, however and whenever arising. Buyer may do so without notice to Seller or its subsidiaries and affiliates. If any obligations of Seller or its subsidiaries or affiliates to Buyer or its subsidiaries or affiliates are disputed, contingent or unliquidated, Buyer may defer payment of amounts due until such obligations are resolved.

6. CHANGES

6.1 Buyer reserves the right to direct changes, or to cause Seller to make changes, to the drawings, specifications, and other provisions relating to Goods or Services covered by a Purchase Order. If any such change results in an increase or a decrease in the cost of, or the time required for, manufacturing or delivering the Goods or performing the Services, an equitable adjustment may be made in the price or delivery schedule, or both, and the Purchase Order shall, subject to the agreement of Buyer and Seller, be modified in writing accordingly. No claim under this paragraph shall be asserted by Seller after fourteen (14) days following the notification of the change by the Buyer. Seller shall not, without Buyer's prior written authorization, make any changes to specifications, designs, materials, processes, packing, shipping or date or place of delivery.

7. SELLER'S WARRANTIES

7.1 Seller expressly warrants that the Goods and the Services shall: (i) conform to all drawings, specifications, samples and other descriptions furnished, specified or adopted by Buyer; (ii) comply with all applicable laws, regulations, rules, codes and standards of the jurisdictions in which the Goods or the Services, and the products containing the Goods and Services, are to be sold; (iii) be merchantable; (iv) be free from any defects in design, to the extent furnished by Seller, even if the design has been approved by Buyer; (v) be free from any defects in materials and workmanship; (vi) be fit, sufficient and suitable for the particular purpose for which Buyer intends to use the Goods or the Services; and (vii) be free of all liens, claims and encumbrances whatsoever. The foregoing warranties of Seller are referred to herein and in this Agreement as the "Seller's Warranties." Seller acknowledges that Seller knows the particular purpose for which Buyer intends to use the Goods or the Services.

7.2 Seller expressly represents and warrants, initially as of the date of the first Purchase Order and subsequently as of the date of each subsequent Purchase Order, any amendment, revision or other modification of and Purchase Order and as of the production or shipment of any Goods or providing any Services, that (i) it is paying its debts and obligations as they become due and is not otherwise insolvent; (ii) it is in compliance with all of its loan covenants and other contractual obligations; (iii) all financial statements and other information provided by Seller to Buyer are correct, complete, accurately representative of the financial condition of Seller and prepared in accordance with generally accepted accounting principles (or equivalent standards), uniformly and constantly applied. Seller agrees to provide Buyer with access to Seller's books, records, financial statements and other documents, as requested by Buyer, to confirm compliance with these representations and warranties.

7.3 Seller's Warranties are available to, and for the benefit of, Buyer, its subsidiaries, affiliates and customers, their respective successors and assigns and users of products containing the Goods or the Services. The warranty period shall be that provided by applicable law, except that if Buyer is obligated to provide a longer warranty period to its

customer, Seller's Warranties shall apply for the entirety of such longer period. Seller's Warranties shall be in addition to all other warranties available under applicable law.

8. DEFECTIVE OR NON-CONFORMING GOODS OR SERVICES

8.1 If any of the Goods or the Services fail to meet Seller's Warranties or are otherwise defective or non-conforming in any respect, Seller shall, upon notice thereof from Buyer at any time, promptly repair, replace or otherwise satisfactorily remedy the same in a manner acceptable to Buyer, all at Seller's expense and without limiting or affecting Buyer's other rights or remedies available hereunder or at law. Seller's Warranties shall also apply to such repaired, replaced or otherwise satisfactorily-dealt-with Goods or Services. If Seller fails to repair, replace or otherwise remedy any defective or non-conforming Goods or Services in a manner acceptable to Buyer, Buyer may, without limiting or affecting Buyer's other rights or remedies available hereunder or at law, cancel the applicable Purchase Order and/or cancel the then remaining balance of the applicable Purchase Order. After notice to Seller, all defective or non-conforming Goods shall be held at Seller's risk. Buyer may, and at Seller's direction shall, return such defective or non-conforming Goods to Seller at Seller's risk and Seller shall promptly pay, upon Buyer's demand, all transportation and other applicable charges, both to and from the original destination. Any payment made by Buyer for defective or non-conforming Goods or Services shall be refunded by Seller, except to the extent that Seller promptly replaces or corrects the same at Seller's expense in a manner acceptable to Buyer. None of Buyer, its subsidiaries or affiliates, or their respective successors, assigns, representatives, employees, agents or customers shall be liable for any liabilities, claims, demands, costs, damages or expenses of any kind or nature (including personal injury, property damage, consequential or special damages) arising from or as a result of improper, unsafe or defective materials, workmanship or design or the Goods or Services.

8.2 In the event any Goods are subject to a recall, either voluntarily by the original equipment manufacturer or any supplier (including the Buyer) or based on an order issued by the applicable governmental agency or authority of the United States, Canada or any other country, the Seller shall cooperate with the Buyer in providing information, documentation and personnel to review and analyze potential causes of such recall, and Seller agrees to provide replacement Goods as further directed by the Buyer. Where it is determined that one or more of the potential causes of the subject recall is attributable to the Seller, then Buyer reserves any rights and remedies provided by law or in equity, together with those specifically provided for herein for delivery of Goods or services that fail to meet Seller's warranties or otherwise defective or non-conforming.

8.3 Buyer has the right to inspect any and all of the Goods, both prior to and after making payment therefor. Seller acknowledges and agrees that Buyer may choose not to perform incoming inspections with respect to the Goods, without prejudice to any rights or remedies available to Buyer hereunder or at law, and Seller waives any rights to require Buyer to conduct such inspections.

8.4 Buyer's payment for and/or acceptance of the Goods or the Services shall not relieve Seller from any of its obligations and/or Seller's Warranties under the applicable Agreement. In no event shall payment for the Goods or the Services be deemed to constitute acceptance by or on behalf of Buyer for any other purpose hereunder or at law.

9. CUSTOMS DRAWBACK AND EXPORT CONTROLS

9.1 Upon request, Seller shall promptly furnish to Buyer all documents and other information required for customs drawback purposes, properly completed in accordance with applicable law and governmental regulations. Unless otherwise expressly stated in a Purchase Order, all customs drawback shall be reserved and retained for, or credited to, Buyer.

9.2 Export licenses or authorizations necessary for the export of the Goods shall be the responsibility of Seller unless otherwise expressly stated in the applicable Purchase Order, in which case Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorizations. Seller shall undertake such arrangements as are necessary for the Goods to be covered by any duty deferral or free trade zone programs of the country of import.

9.3 To the extent that any Goods covered by a Purchase Order are to be imported into the United States of America, Seller shall, upon Buyer's request, comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism initiative or any successor or replacement initiative or program. To the extent that any Goods covered by a Purchase Order are to be imported into Canada, Seller shall, upon Buyer's request, participate in the Canada Border Services Agency's Partners in Protection program or any successor or replacement initiative or program. Upon request, Seller shall certify in writing its compliance with the foregoing.

10. CERTIFICATES OF ORIGIN

10.1 Seller shall promptly furnish to Buyer all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Goods or the Services and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs and other applicable law and governmental regulations. Seller shall comply with all such applicable law and governmental regulations. All such certificates of origin or domestic value-added and all other information required under this Section will be provided without delay and will be true, accurate and complete.

11. BUYER'S PROPERTY/TOOLING

11.1 All Tooling, property, or materials machinery, equipment, designs, patterns, specifications, blueprints, drawings, art work, manufacturing data and all other items (including all copies of reprints of the foregoing) provided by Buyer or Buyer's

customers to Seller in connection with Seller's obligations under a Purchase Order or specifically paid or to be paid, in whole or in part, by Buyer or Buyer's customer ("Buyer's Property") shall be and remain the property of Buyer or Buyer's customer, as applicable, and shall be held by Seller on a bailment at-will basis and Seller will provide access to Seller's premises for the purposes of Buyer's inspection and removal of the Buyer's Property. Buyer's Property shall be plainly marked to show it is the property of Buyer and shall be safely stored apart from other property. Seller shall not substitute other property for Buyer's Property and shall not use such property except in filling Buyer's Purchase Order(s). Seller shall hold Buyer's Property at its own risk and upon Buyer's written request shall promptly redeliver Buyer's Property to Buyer in the same condition as originally received by Seller, reasonable wear and tear accepted. Seller expressly waives any lien or other rights that Seller might otherwise have on any of Buyer's Property, for work performed on or with such property, or otherwise, including, without limitation any statutory liens arising from Seller's production of Goods or provision of Services utilizing such Buyer's Property (including Tooling).

11.2 If a Purchase Order involves fabrication, modification, repair, engineering, testing, tryout, initial production of parts, Tooling or other activities involving Tooling, then, in addition to Seller's obligations established by such Purchase Order (i) all such Tooling will be on a bailment at-will basis and Seller will provides access to Seller's premises for the purposes of Buyer's inspection and removal of the Tooling, (ii) Seller will responsible for packaging the Tooling prior to shipment in a manner that will prevent damage in transit and Seller will be solely responsible for any damage to the Tooling occurring in transit; (iii) payment for Tooling will be made after completion of all of the following: (a) any tooling audit required by the Buyer or Buyer's customer; (b) shipment of the Tooling according to the terms and requirements of this Agreement; (c) production of parts from the Tooling that meet Buyer's and Buyer's customers specifications and such parts have passed all applicable parts approval process, including those established by Buyer's customer; and (d) delivery of tooling data to Buyer, including design drawings, 3D mold design and other customary drawings and data.

12. TERMINATION

12.1 Buyer may terminate all or any part of an Agreement without any liability to Seller or any obligation to purchase raw materials, work-in-process, finished Goods or Tooling if Seller (i) repudiates, breaches, or threatens to breach any of the terms of this Agreement, including Seller's Warranties, (ii) fails to perform or threatens not to perform the Services or deliver the Goods in accordance with this Agreement or (iii) fails to assure timely and proper completion of Services or delivery of Goods.

12.2 Buyer may terminate all or any part of an Agreement, without liability to the Seller: (i) in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the Seller; (ii) in the event that the Seller an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course; or (iii) if a receiver is appointed in respect of the Seller or all or part of its property.

12.3 In addition to any other rights of Buyer to terminate an Agreement, Buyer may, in its sole discretion, upon five (5) days prior written notice to Seller or, if applicable, such shorter period as may be required by a customer of Buyer, terminate an Agreement for convenience or any other reason, in whole or in part at any time, and notwithstanding the existence of any excusable delay or other events or circumstances affecting Seller. Buyer's notice to Seller may be given by facsimile, e-mail or other form of electronic transmission, and shall state the extent and effective date of termination. Seller may not terminate an Agreement for convenience or any other reason, except as otherwise expressly provided in the Purchase Order.

12.4 In the event of a termination by Buyer for convenience:

12.4.1 Buyer's purchase price for such finished Goods, raw materials and work-in-process or Services, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be the Buyer's payment of (i) the contract price for all Goods or Services that have been completed in accordance with the Agreement as of the termination date and delivered and accepted by Buyer and not previously paid for, plus (ii) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Goods and Services under the Agreement to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Agreement, less the reasonable value or cost (whichever is higher) of any Goods or materials used or sold by Seller with Buyer's written consent.

12.4.2 Payments made under this Section 12.4 will not exceed the aggregate price for finished Goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller will submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and support information Buyer requests. Buyer shall not be liable for and shall not be required to make payments to Seller, directly or indirectly (whether on account of claims by Seller's subcontractors or otherwise), for any loss arising from or attributable to failure to realize anticipated revenue, savings or profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation cost or general and administrative burden charges from a termination of an Agreement. In the event of a termination of a Purchase Order by Buyer as a result of Buyer ceasing to be a supplier to a customer for a vehicle program in respect of which Buyer issued the applicable Purchase Order, Buyer shall only be obligated to compensate Seller for any costs under this Section 12.4 if, when and to the extent that the customer reimburses Buyer for such costs.

12.5 In the event of a breach or default by the Seller under an Agreement, Buyer will have all rights and remedies available under applicable law, in equity and under this Agreement all of which are cumulative and not in the alternative and may be exercised separately or together, in any order or combination as determined by the Buyer. Seller acknowledges and agrees that any breach of default under one Agreement will constitute a breach or default under all Agreements at the Buyer's discretion. In the event the Seller takes action (or fails to act) in a manner that disrupts or threatens to disrupt Buyer's ability to produce and deliver parts to Buyer's customers on schedule, then, in addition to other rights and remedies available to the Buyer, Buyer shall have the right to seek specific performance of Seller's performance under an Agreement.

12.6 Seller hereby grants to Buyer an irrevocable option, exercisable upon termination of a Purchase Order (for any reason) to purchase some or all of supplies, materials, dies, tools, molds, jigs, fixtures, machinery, equipment, gauges, designs, patterns, specifications, blueprints, drawings, manufacturing data and all other Seller's property that is used to produce the Goods. The purchase price for such Seller's property shall be the net book value of such property, less any amounts already received by Seller for such property. Any of Seller's property purchased by Buyer pursuant to this option shall be delivered free and clear of all liens, claims and other encumbrances. This option may be exercised by Buyer regardless of whether Seller has breached any terms of an Agreement or not, but shall not apply to any of Seller's property that is substantially used for the production of items that Seller does not provide to Buyer.

12.7 Upon the expiration or earlier termination of all or a portion of an Agreement or upon Buyer's decision to change to an alternative supplier, Seller shall, in accordance with Buyer's instructions cooperate and assist in the transition of supply. Without limiting the generality of the foregoing or any other of Seller's obligations under an Agreement, at Buyer's request, Seller shall: (i) continue production and delivery of the Goods or continue to provide the Services, as applicable, at the prices, quantities and on the other terms stated in the applicable Agreement, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to an alternative supplier, including by providing a sufficient bank of parts in order to prevent any interruptions in Buyer's ability to obtain the Goods in the quantities, the services at the levels and at the times required; (ii) sell to Buyer, at Seller's cost, any or all inventory and/or work-in-process relating to the Agreement; and (iii) at no cost to Buyer (a) promptly provide all requested information and documentation regarding Seller's manufacturing process, including without limitation, bill-of-material data, tooling and process detail and samples of the Goods and components; (b) allow buyer to conduct on-site inspections of Seller's operations; (c) assign to Buyer any or all supply contracts or orders for raw material or components relating to the Agreement.

13. LIMITATION OF BUYER'S LIABILITY.

13.1 IN NO EVENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, THE CLAIMS ASSERTED, OR THE PERSON ASSERTING SUCH CLAIMS, SHALL BUYER'S LIABILITY IN THE AGGREGATE FOR ALL SUCH

MATTERS, EXCEED THE PRICE PAID OR PAYABLE BY BUYER UNDER THE APPLICABLE PURCHASE ORDER AND THESE TERMS IN THE SIX MONTH PERIOD PRECEDING SUCH CLAIM, AND SELLER WAIVES ANY CLAIM TO ANY OTHER DAMAGES OR REMEDIES UNDER ANY CAUSE OF ACTION. SELLER AGREES THAT BUYER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, COST OF CAPITAL, FINES, PENALTIES AND THE LIKE, ENVIRONMENTAL LIABILITY AND DAMAGE, INJURY OR LOSS TO OTHER PROPERTY OR EQUIPMENT OR FOR PERSONAL INJURIES TO SELLER'S EMPLOYEES OR THIRD PARTIES. CLAIMS MUST BE MADE TO BUYER WITHIN A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE DAMAGE, OR THE CLAIM IS FORFEITED.

14. INDEMNIFICATION

14.1 Seller shall, defend, indemnify, and hold Buyer and Buyer's direct and indirect customers and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, (collectively the "Indemnified Parties") harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, death, property damages, lost profits, recall or other customer field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees), incurred by any of the Indemnified Parties arising from or in connection with: (i) any breach by Seller of an Agreement, including, without limitation, a breach of Seller's Warranties, the Seller's production or delivery of non-conforming or defective Goods or Goods subject to a recall, Seller's failure to comply with its obligations under Sections 9 and 10 with respect to the customs, duties and certificates of origin and other provisions contained therein, Seller's breach of its obligation to comply with applicable laws and other legal requirements as provided in Section 15, (ii) any claims that the Goods or Services infringe on, or misuse or misappropriate the, intellectual property rights of others, including any patents, trademarks, copyrights, industrial designs or trade secrets, (iii) any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's customer's premises or the use of the property of Buyer or any customer of Buyer, (iv) the Goods or Services supplied by Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or any other legal theories, and (v) any other acts, omissions or negligence of Seller or of any of its subcontractors or suppliers in connection with Seller's performance of its obligations under any Agreement. No limitations on Buyer's rights or remedies in any of Seller's documents shall operate to reduce or exclude Buyer's obligation to indemnify, defend and hold harmless the Indemnified Parties.

15. COMPLIANCE WITH LAWS

15.1 Seller, and any Goods or Services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin, sale and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Goods or Services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety.

16. INSURANCE

16.1 Seller shall, at its own expense, maintain and carry in full force and effect: (i) property and general liability insurance, including public liability, property damage liability, product liability and contractual liability coverages; and (ii) workers' compensation and employer's liability insurance covering all employees engaged in the performance of each Agreement. All insurance shall be maintained in such amounts and with such deductibles as are commonly carried by prudent businesses similarly situated or as is otherwise required by applicable law. Seller's insurance shall insure against any liability for loss, injury, damage or claims caused by or arising out of or in connection with the operation of Seller's business including injury to or death of Seller's employees, agents or any other persons and damage to or destruction of public or private property. Buyer shall be named as an additional insured on the policies for such insurance the terms of which permit the naming of additional insureds and Seller shall furnish Buyer with certificates or other satisfactory proof of insurance confirming the foregoing insurance coverages within five (5) days of Buyer's request. The existence or non-existence of insurance does not release Seller of its obligations or liabilities under any Agreement.

17. SELLER'S ENTRY UPON BUYER'S OR CUSTOMER'S PREMISES

17.1 If Seller or any of its representatives, employees, agents, subcontractors or suppliers (collectively, "Seller Parties") enter upon the premises owned or controlled by Buyer or its subsidiaries or affiliates (the "Buyer's Premises") or upon a customer's premises, in each case in connection with Seller's performance of its obligations under the applicable Agreement, Seller shall ensure that Seller Parties are in compliance (i) all rules established with respect to access to such premises and (ii) with all requirements of any workers' compensation legislation of the jurisdictions in which the Buyer's Premises or the customer's premises are located.

18. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

18.1 Seller shall consider and treat all Information (as hereinafter defined) as confidential and shall not disclose any Information to any other person, or use any Information itself for any purpose other than pursuant to and as required by the applicable Agreement, without Buyer's prior written consent. Buyer retains all rights with respect

to the Information, and Seller shall not acquire, nor attempt to obtain, any patent, trademark, copyright, license or other rights in respect of the Information. Seller shall not allow any Information to be reproduced, communicated or in any way used, in whole or in part, in connection with services or goods furnished to others, without Buyer's prior written consent. As used herein, "Information" means all drawings, reproductions, specifications, designs, engineering instructions, photographs, reproducible copy, parts, lists, plans, reports, working papers, computations and other information furnished by Buyer and shall include all terms and conditions and any other information relating to the Agreement.

18.2 Unless otherwise expressly stated in a Purchase Order and except as may be agreed in a prior written agreement between Buyer and Seller, no commercial, financial or technical information furnished or disclosed in any manner or at any time by Seller to Buyer shall be deemed to be secret or confidential, and Seller shall have no rights against Buyer or its customers with respect to any use or disclosure of such information.

18.3 Seller shall keep full and accurate books, records, payroll data, receipts, correspondence and other documentation and/or data in any way connected to an Agreement (collectively "Records"). Buyer has the right to examine and audit the Records in order to reconcile Seller's charges under all Agreements with the Goods or Services provided to Buyer. If an audit reveals a price discrepancy or other non-compliance with any Agreement, Seller shall pay Buyer for the amount attributable to such discrepancy or non-compliance plus interest at a rate that is the lower of ten (10%) per year, or the maximum rate allowed by law.

18.4 All intellectual property owned by Buyer prior to issuance of a Purchase Order, developed by Buyer independent of Seller or that is developed in the course of, or otherwise in connection with, Seller's fulfillment of a Purchase Order shall remain Buyer's property or otherwise assigned and become Buyer's property (collectively Buyer's IP"). Nothing in any Agreement shall be construed as granting Seller any rights to Buyer's IP. Seller also agrees to assign, or cause to be assigned, all right, title and interest in Seller's or Seller's employees' intellectual property rights in the Buyer's IP to Buyer. Seller agrees to provide reasonable assistance to Buyer, at no cost, regarding Buyer's efforts to protect Buyer's rights in Buyer's IP, including without limitation, by signing and/or causing its employees to sign any required documents to enable Buyer to obtain patent, trademark copyright or other legal protection. All intellectual property or portions thereof that are included within the definition of a "work made for hire" under the U.S. Copyright Act will be considered a "work made for hire" and Buyer will be deemed the sole author and owner of any such works.

18.5 Seller hereby grants to Buyer, Buyer's customers, and their respective affiliates, subsidiaries, successors and assigns, as well as the users of the Goods or items into which the Goods are integrated (collectively "Licensees"), a transferable, sublicenseable, non-exclusive, irrevocable, perpetual, worldwide license to all intellectual property that does not constitute Buyer IP, that is owned or controlled by Seller or its affiliates and that is related to the production of the Goods, including without limitation, patents, industrial

designs, works of authorship drawings, prints, specifications, manuals, technical information, know-how and processes of manufacture, in order to allow Licensees to use, sell, offer to sell, import, make, have made, repair, reconstruct, rebuild and relocate the Goods or Services or items into which the Goods or Services are integrated.

19. WEBSITE TERMS AND REQUIREMENTS

19.1 Buyer's internet website (or such other website as may be directed through links available on such website) as specified on the face of a Purchase Order ("Buyer's Website") may contain specific additional requirements for certain items covered by a Purchase Order, including labeling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of the Terms and the Purchase Order. Buyer may periodically update such requirements by posting revisions thereto on Buyer's Website. In the event of any inconsistency between any Purchase Order, and Buyer's Website, the terms of the Purchase Order shall prevail, unless the requirements specified on Buyer's Website expressly provide otherwise.

19.2 Buyer may modify the Terms from time to time by posting revised Terms to Buyer's Website. Such revised Terms shall apply to all Purchase Orders and Purchase Order revisions issued on or after the effective date thereof. Seller shall review Buyer's Website periodically and failure to do so will not relieve Seller's obligation to comply with the applicable Terms.

20. RIGHT OF BUYER TO PERFORM

20.1 If Seller fails to perform any of its obligations under any Agreement, Buyer and its agents may, without limiting or affecting its other rights and remedies available under the Agreement or at law, but shall not be obligated to, perform such obligations without waiving or releasing Seller from such obligations. Where applicable, Buyer and its agents shall be entitled to enter upon Seller's premises to perform, or to remove any Tooling and all materials necessary to perform such obligations. All costs, damages and expenses incurred directly or indirectly by Buyer in connection with the foregoing, including legal and other professional fees and Buyer's administrative time, labor and materials, shall be paid by Seller to Buyer on demand or, at Buyer's sole option, may be set off against and deducted from any amounts then owing by Buyer to Seller.

21. ASSIGNMENT

21.1 Seller shall not assign or delegate its obligations under any Agreement or any portion hereof or work hereunder or any interest herein. For the purposes hereof, an assignment includes (i) the sale or liquidation of a material portion of Seller's assets, (ii) the merger, acquisition or consolidation of Seller by or with any other person, corporation, partnership or other entity, or (iii) any sale, exchange, transfer, pledge or redemption of any stock of Seller or the issuance of any stock, stock options, preference, warrants or other change in the capitalization or ownership of Seller, which results in a

change of control of Seller. Buyer shall have the right to assign any Agreement or its interest therein, without Seller's consent, to any of its affiliates or to any purchaser of or successor to Buyer's business.

22. RELATIONSHIP OF THE PARTIES

22.1 Seller and Buyer are independent contracting parties and nothing in any Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does any Agreement grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under an Agreement shall be considered as employees of Buyer.

23. MODIFICATIONS

23.1 No modification of any Agreement, including any waiver of or addition to any of the Terms, shall be binding upon Buyer, unless made in writing and signed by Buyer's authorized representative.

24. REMEDIES

24.1 The rights and remedies reserved in each Agreement shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and are in addition to any other remedies provided or allowed by law, at equity or otherwise. Seller expressly acknowledges and agrees that any failure of Seller to deliver the Goods on the delivery dates and times specified in an Agreement will cause irreparable harm to Buyer and that Buyer shall be entitled to equitable relief, including injunction, in such event.

25. SERVICE AND REPLACEMENT PARTS

25.1 Seller acknowledges that the Goods supplied to Buyer under a Purchase Order are or may be components required by the Buyer for the manufacture of parts or assemblies supplied by Buyer to its customers related to the production of current model motor vehicles by such customers. For a period of five years after a vehicle design or a specific part concludes production, Seller agrees that it shall continue to supply Buyer with the Goods required by Buyer to satisfy the service and replacement parts requirements of Buyer and its customers, at the most recent price under the applicable Purchase Order plus any actual cost differential for special packaging. At the end of such five year period, the price shall be negotiated in good faith and agreed to by the parties.

26. WAIVER

26.1 The failure of either party to insist on performance by the other party of any Term or failure to exercise any right or remedy reserved in an Agreement, or either party's

waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.

27. SEVERABILITY

27.1 If any provision of an Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement shall remain in full force and effect.

28. SURVIVAL

28.1 The obligations of Seller to Buyer shall survive termination of each Agreement, except as otherwise expressly stated in the applicable Agreement.

29. NOTICES

29.1 Except as otherwise expressly stated in a Purchase Order, any notice given or other communication sent under an Agreement shall be in writing and shall be properly delivered to its addressee by hand, prepaid courier, registered mail, e-mail (receipt confirmed) or facsimile (receipt confirmed) at the applicable address noted on the face of the Purchase Order. Any notice or communication given as provided herein shall be deemed to have been received at the time of its delivery if delivered by hand, on the business day following its dispatch if transmitted by courier, e-mail, or facsimile or on the third business day following its mailing if transmitted by registered mail. Either party may notify the other party, in the manner provided for herein, of any change of address, for the purpose of giving notices or sending communications under any Agreement.

29.2 Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in an Agreement shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

30. GOVERNING LAW AND JURISDICTION

30.1 If the applicable Purchase Order is issued by the Autoplas, Precision Automotive Plastics or Tenneplas divisions of Windsor Mold USA Inc., the Agreement shall be interpreted and enforced in accordance with the local, domestic laws of the State of Ohio and of the United States of America, exclusive of the choice of law rules thereof. If the applicable Purchase Order is issued by the Windsor Mold Saline division of Windsor Mold USA Inc., the Agreement shall be interpreted and enforced in accordance with the local, domestic laws of the State of Michigan and of the United States of America, exclusive of the choice of the law rules thereof. If the applicable Purchase Order is issued by Windsor Mold Inc. or any division thereof including, without limitation,

Emrick Plastics, Precision Plastics, or the Tooling Division, the Agreement shall be interpreted and enforced in accordance with the local, domestic laws of the Province of Ontario and of Canada, exclusive of the choice of the law rules thereof. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Agreement regardless of which federal state, provincial or local laws apply.

30.2 Any litigation on contractual claims arising from any Agreement may be brought by Buyer in any court having jurisdiction over Seller, or, at Buyer's option, in any court having jurisdiction over the Buyer's locations specified in the applicable Purchase Order, in which event Seller consents to jurisdiction and service process in accordance with applicable procedures. Any claim or proceeding by Seller against Buyer may be brought by Seller only in the court having jurisdiction over the location of Buyer from which the applicable Purchase Order issued. Seller irrevocably waives and agrees not to raise any objection it might now or hereafter have to any such claim or proceeding in any such court, including any objection that the place where such court is located is an inconvenient forum or that there is any other claim or proceeding in any other place relating in whole or in part to the same subject matter.