

Angstrom Group of Companies¹

Seller Terms and Conditions of Sale

These general terms and conditions apply to all quotations, acknowledgments, invoices submitted by Seller for the sale of Products and/or services ("Products"), to all related purchase orders, order releases and/or similar documents received by Seller for the purchase of Products, and to all Products sold by Seller, except as otherwise specifically provided in a document issued by Seller.

SELLER'S QUOTATIONS ARE EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS SET FORTH BELOW WHICH REPRESENT THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS UPON WHICH AN ANGSTROM GROUP COMPANY AND/OR ITS AFFILIATE(S) ("SELLER") OFFERS TO SELL PRODUCTS TO BUYER.

Seller's quotation, including (1) these terms and conditions, and (2) any documents (such as drawings or other specifications) expressly and to the extent incorporated by reference therein, are referred to herein as the "Agreement." The Agreement also includes any amendments made from time to time by the parties – but these terms and conditions of sale shall not be amended, modified or rescinded, and no amendment, modification or rescission of the terms and conditions set forth herein will be binding upon Seller, unless such amendment, modification or rescission is agreed to in writing, makes express reference to amending these terms and conditions, and is signed by an Authorized Representative of Seller (see Section 19 below).

Buyer's acceptance of the Agreement is limited to acceptance of the terms and conditions set forth herein. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms of this Agreement in Buyer's acceptance are hereby objected to and rejected by Seller. (See Section 19 below.) THE TERMS OF THIS AGREEMENT ARE EXCLUSIVE.

1. Prices.

A) Seller's published prices, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm for thirty (30) days from the date of the quotation or proposal; thereafter, they are subject to change, and Buyer should inquire as to their validity and request written confirmation or revision. All prices are in United States dollars.

B) Unless otherwise expressly provided by Seller in the Agreement, prices do not include sales, excise, use, value-added or other similar taxes now in effect or hereafter levied, transportation charges (such as freight, insurance, shipping, storage, handling, demurrage or similar charges), engineering documentation, special packaging, marketing or testing, and Buyer shall pay all such charges, including applicable sales or other taxes levied with respect to Products and the Agreement (unless exempt therefrom).

C) In the event Buyer requests changes to Products after the date of quotation, Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) associated with such changes, including without limitation increased costs of design, materials, and/or manufacturing. Seller shall be under no obligation to honor such requested changes.

¹ The following terms and conditions apply to all subsidiary and affiliated companies that are owned, operated and maintained under shared and common beneficial ownership that are collectively referred to herein as Angstrom Group of Companies. For all purposes to which these terms and conditions apply, the term Angstrom Group of Companies shall include any Angstrom Group Company's parent company, its subsidiary or any company controlled or owned by an Angstrom Group Company's parent Company.

2. PAYMENT

A) Invoices may be rendered separately for each shipment (including any early shipment) made by Seller, and payment will be due net thirty (30) days after the date of shipment, unless a different period is stated elsewhere in the Agreement. Buyer shall be liable for the price of all Products substantially conforming to the Agreement, notwithstanding that Buyer may not have accepted or may have revoked acceptance of same. Buyer shall not be entitled to deduct, counterclaim or set off against the price of Products, or against any other amount owing under the Agreement including under any invoice, any claim or alleged claim arising out of the Agreement or any other transaction with Seller.

B) If payment is not received by the due date, a service charge will be added at the rate of 2% per month (or the maximum legal amount, if less) to the unpaid invoices from the due date thereof.

C) Seller shall have the right to stop delivery if Buyer is in arrears with payment. A failure to pay for an installment within the time for payment is an anticipatory material breach of other installments by Buyer.

3. **Credit.** Seller may, at any time and in its sole discretion, limit or cancel the credit of Buyer as to time and amounts, and as a consequence, may demand payment in cash before delivery of any unfilled portion of the Agreement, and may demand assurance of Buyer's due performance including without limitation demanding that one or more deposits, letters of credit or other assurance be provided by Buyer. Upon making such demand, Seller may suspend production, shipment and/or deliveries until Buyer has provided such assurance. If, within the period stated in such demand, but in no event longer than 30 days, Buyer fails to agree and comply with such different terms of payment, and/or fails to give adequate assurance of due performance, Seller may, in its sole discretion and without any requirement to do so, by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the Agreement not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable.

4. **Packaging; Delivery; Force Majeure.**

A) The Agreement shall be a shipment contract, and the Products shall be delivered F.O.B. Seller's designated facility, unless otherwise provided in the Agreement. Whether or not Seller prepays shipping charges, title to each shipment of the Products sold hereunder and risk of loss thereon shall pass to Buyer when Seller or its agent delivers such shipment to a common carrier or licensed trucker consigned to Buyer or his agent, but such shipment shall remain subject to Seller's rights of stoppage in transit, rights of reclamation and other legal rights of Seller. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

B) If any Agreement involves a blanket order or an order where Buyer does not state a quantity at the time of the Agreement, then the quantity shall be deemed included by reference to appertain to and by agreement include 100% of Buyer's requirements for the life of the applicable program.

C) Where a shipping/delivery date is specified by Seller, that date reflects Seller's best estimate for the probable time required for completion of Buyer's order, based on Seller's then-current engineering and manufacturing capacity and scheduling. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping/delivery dates are further subject to Seller's prompt receipt from Buyer of all drawings, information and approvals necessary to provide the Products and to satisfy any other conditions under the Agreement. Seller will use reasonable and diligent efforts to effect shipment on or before the date indicated.

D) All inspection, delivery, and other dates for Seller's performance are estimates only. In addition, the Seller shall not be in default or liable, directly or indirectly, because of Seller's delay or failure to deliver or perform arising or resulting, in whole or in part, from (i) any cause beyond Seller's control or beyond the control of Seller's suppliers or contractors, including but not limited to embargo, governmental regulation, seizures, acts of God, insurrections, war, the adoption of any law, ordinance, regulation, late

receipt of order having full manufacturing details, ruling or order, or inability or delay in obtaining materials, (ii) the lack of usual means or transportation, fires, floods, explosions, strikes, labor disputes or any other accidents, contingencies, or events, at the Seller's or its supplier's plant or elsewhere (whether or not beyond the Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance, or (iii) delays by Buyer in inspecting and acceptance, in furnishing requested specifications, materials, tooling or information, in making payments, or otherwise. In the event of any such delay or failure in performance, Seller shall have such additional time within which to perform its obligations under the Agreement as may reasonably be necessary under the circumstances; and Seller shall also have the right, to the extent necessary in Seller's reasonable judgment, to apportion fairly, among itself and its various customers in such manner as Seller may consider equitable, Products then available for delivery. If, as a result of any such contingency, Seller is unable to perform under the Agreement in whole or in part, then, to the extent that it is unable to perform, the Agreement shall be deemed terminated without liability to either party but shall remain in effect as to the unaffected portion of the Agreement, if any. This section shall be effective even as to circumstances which exist at the time of quotation or as of the date of the Agreement; and the Buyer acknowledges that the terms of this Section comport with applicable provisions of the Uniform Commercial Code.

5. Acceptance.

A) Buyer shall accept any tender of Products which substantially conform to the description of the Products set forth in the Agreement. Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the Agreement. On request Seller will quote to Buyer additional charges required to conduct any additional procedures requested by Buyer which may be acceptable to Seller. Buyer shall be deemed to have accepted drawings, specifications, technical documentation, samples, prototypes and Products unless Buyer gives Seller notice in writing stating with specificity all defects and nonconformities upon which Buyer will rely to support its rejection: (a) in the case of defects discoverable through inspection, within 7 days after receipt of the item or (b) in the case of defects not discoverable through inspection, within 30 days or other reasonable time established by Seller after receipt of the item. Failure to so act shall constitute an irrevocable acceptance by the Buyer of the item. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SPECIFIED ARE WAIVED. If the Buyer rejects any tender of the Products or other items and if requested by Seller, Buyer shall return them to the Seller, pursuant to Seller's direction. In the case of Buyer acceptance of non-conforming Products, Buyer shall immediately notify Seller whether or not Buyer will continue to accept similar non-conforming Products and failure to do so shall constitute a waiver by Buyer of specification requirements for said Products. In any event, when any Products have been altered from their original state, Buyer shall be deemed to have accepted such Products. Buyer's acceptance of Products tendered under this Agreement shall be final and irrevocable. No attempted revocation of acceptance shall be effective, and Buyer shall be limited to the remedies specifically provided in the Agreement.

B) Any expense incurred by Buyer in the inspection or testing of Products shall be paid by the Buyer, whether or not the Products have been rejected as defective or non-confirming or the Products have been accepted and a warranty claim has been made for correction of a defect or non-conformity.

C) Any claim by the Buyer for shortages in any delivery must be in writing with satisfactory evidence delivered to the Seller within 30 days of receipt. Carriers are responsible for Products lost or damaged in transit. In the case of loss or damage to Products in transit, Buyer shall immediately notify the carrier or its agent in writing of such loss or damage and shall do all things necessary to assert and prosecute a claim against the carrier for such loss or damage

6. General Express Warranties.

A) Seller warrants to the Buyer only, subject to the limitations and disclaimers of this Agreement, that: (1) the Products, at the time of their delivery, will conform to the applicable drawings and specifications for the Products identified in the Agreement in all material respects (as they may thereafter be amended or modified in accordance with this Agreement); (2) the Products (or portions thereof

manufactured by Seller) shall be free from manufacturing defects in materials and workmanship under normal use and service; and (3) the Products will be free and clear of all liens, encumbrances, and other claims except for Seller's reservation of a security interest in the Products prior to receipt of payment in full. The warranty period for Products is twelve months from the date of delivery or if only services, is ninety days from the last date of the service. Products which are supplied by other vendors and which are resold by Seller hereunder without alteration or change shall only have the warranty furnished by said vendor, which, to the extent possible, Seller passes on to the Buyer. Seller retains the right to change the dimensions, composition, design, performance, color and appearance of the Products without liability if, in its judgment, the change is non-material. Products which are manufactured by Seller may include new parts or serviceable used parts that are functionally equivalent to new parts. Seller may, in its discretion, also rely on any generally accepted industry standards.

B) Seller's warranties are conditioned upon (i) installation, maintenance and normal use in conformity with instructions furnished by Seller from time to time, if any; and (ii) the Products not having been subjected to misuse, neglect, or accident, or to alteration, improper installation, repair or improper testing in any respect which, in the judgment of Seller, adversely affects the condition or operation of the Products.

7. Express Warranties Relating to Patents, Other Intellectual Property Rights.

A) Seller will indemnify Buyer against and defend all suits and pay all damages and costs finally adjudicated against Buyer for infringement of United States patents by Products purchased under the Agreement; provided that Buyer will promptly notify Seller in writing of any claim asserted and suit or action brought against Buyer alleging that the Products purchased under this Agreement infringe one or more United States patents, and provide Seller with assistance and information requested by Seller for its defense, and provided that the indemnity of Seller under this Agreement shall not extend to claims, suits or actions for infringement based upon the use of any Products in combination with apparatuses, circuits or devices not furnished by Seller or upon the use of any such combination, or based upon the application or use to which such Products are put, including any application or process performed or facilitated by such Products ("Excluded Claims"). Seller shall defend with its counsel or other counsel of its choice and shall have the sole right, without consultation with Buyer, to take all action Seller deems appropriate to prosecute or settle such claims. Buyer shall not be entitled to indemnification or contribution from Seller with respect to any Excluded Claims, and Buyer will indemnify Seller against and defend all suits and pay all damages and costs awarded against Seller arising out of any Excluded Claims. In addition, Buyer will indemnify Seller against and defend all suits and pay all damages and costs awarded against Buyer with respect to claims of infringement for Products manufactured wholly or partially to Buyer's design or specifications.

B) Notwithstanding the foregoing, the Seller shall have the right, in its sole discretion and at its expense, either (a) to procure for Buyer the right to continue using such Products, (b) to replace such Products with non-infringing products and services of at least equal function and quality, (c) to modify such Products so that they become non-infringing, or (d) request the return of such Products and refund the purchase price less an allowance for depreciation and shipping costs thereof. THE FOREGOING EXPRESSES THE ENTIRE OBLIGATION AND LIABILITY OF SELLER WITH RESPECT TO INFRINGEMENT OF PATENTS BY SAID PRODUCTS.

8. Limitation of Warranties; Disclaimer of Implied Warranties. THE LIMITED EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

9. Limitation of Remedies and Seller's Liability.

A) Seller's responsibility, and the sole and exclusive remedy of Buyer under Buyer's warranties, is, at Seller's option and subject to the terms hereof, to repair, to replace (without any additional charge and shipped to Buyer FOB Seller's plant), or to keep the Products and refund/credit Buyer's account in the

amount of the purchase price of, any defective or nonconforming Products which are returned or offered to be returned by Buyer to Seller (with transportation charges prepaid by Buyer) during the warranty period, provided that (1) Seller is promptly notified in writing with a detailed explanation of any alleged deficiencies upon discovery by Buyer that such Products fail to conform to the Agreement; and (2) Seller's examination of such Products shall disclose to Seller's satisfaction that such Products are defective or nonconforming under the Agreement. Buyer's remedies shall be limited (even in the event of Seller's default of its warranty obligations) exclusively to those provided in this Section.

B) NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT (INCLUDING ITS ATTACHMENTS), AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE TO BUYER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES IN CONNECTION WITH ANY BREACH OF WARRANTY OR OTHER BREACH OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING ANY ATTACHMENTS HERETO). SELLER'S AGGREGATE LIABILITY FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO ANY PRODUCTS HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT BUYER PAID FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR DAMAGES. Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. The replacement or repair of Products by the Seller does not give rise to any new warranty except the warranty period provided for herein shall be extended by the length of any period in which defective or non-conforming Products are in possession of the Seller.

C) The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller and all indemnification to which Seller is entitled shall be also for the benefit of Seller's parent, subsidiary and affiliate companies (and their respective officers, directors, employees, agents, contractors, and suppliers). If any other provision of the Agreement is determined to apply to other parties, all other provisions including limitations, waivers and disclaimers shall also apply.

10. Indemnification. Buyer shall indemnify, defend and hold harmless Seller, and Seller's parent, subsidiary and affiliated companies, and their respective shareholders, member(s), officers, directors, employees, representatives and agents, as the case may be, from and against any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute or otherwise arising out of the use, storage, sale, processing or other disposition of the Products, supplies or materials used in connection with the Products, or parts manufactured with the Products, (1) if the action or inaction of the Buyer or its employees, customers or agents, or the Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against the Seller, and/or (2) if the claim asserted is inconsistent with the limitation of warranties, limitation of liability and/or limitation of remedies set forth in this Agreement.

11. Cancellation and Breach.

A) If Buyer fails, with or without cause, to furnish Seller with instructions for, or refuses to accept deliveries of, any of the Products sold under the Agreement, or is otherwise in default under or repudiates all or any part of the Agreement or any other agreement with Seller, or advises Seller that it will default in the performance of any of its obligations, or fails to pay when due any invoice under the Agreement or any other agreement with Seller, or if any action is started by or against Buyer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Buyer, then, in addition to any and all remedies allowed by law, Seller, without notice: (1) may bill and declare due and payable all undelivered Products under the Agreement and/or work in progress and/or any other agreement between Seller and Buyer; and/or (2) may cease performance of its obligations and defer shipment under the Agreement and/or any other agreement between Buyer and Seller until such default, breach or repudiation is removed; and (3) may cancel any contractual obligations for undelivered portions of the Products and/or any other agreement with Buyer in whole or in part; and/or

(4) may recover Products in transit or delivered, retrieve delivered Products, repossess all Products which may be stored by Seller for Buyer's account and otherwise enforce its remedies for Buyer's default. Buyer shall remain liable for all damage suffered or incurred by Seller in any such circumstances. Seller shall be awarded incidental damages including, without limitation, reasonable profits and costs such as actual reasonable attorney fees in any proceeding to enforce its remedies in which it obtains relief for damages or injunctive relief. All rights granted to Seller in the Agreement and by law are cumulative, provided Seller shall be entitled to only a single full recovery.

B) Seller shall not be liable for any action taken pursuant to a good faith exercise of any of its rights under the Agreement or law.

12. Buyer's Property. Buyer shall insure all materials, fixtures, tooling, and other property delivered to Seller against all risks of loss and waive subrogation in the event of loss of or damage to such property. In furtherance thereof, Buyer shall name Seller as an additionally named insured pertaining to the coverage herein required.

13. Proprietary Information.

A) Unless otherwise agreed in writing, Buyer acknowledges that any information disclosed to Seller is subject only to Buyer's patent rights, without any other restrictions on Seller's use, including reproduction, modification, disclosure or distribution of the information. Buyer agrees not to label any such information with a notice asserting that the information is proprietary or confidential to Buyer. In addition, Buyer agrees not to assert any claim (other than a claim for patent infringement) against Seller, Seller's customers, or their respective suppliers, with respect to any information that Buyer has disclosed or may disclose to Seller in connection with the Products.

B) All proposals, plans, specifications, models, tools, patterns, processes, fixtures, designs and other information furnished by the Seller or Seller's parent, subsidiary or affiliated companies in bidding, negotiating and performing the Agreement, are proprietary to Seller and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Products. Seller is not obligated to furnish detailed or shop working drawings, engineering calculations, computer programs, or other information for any Products or part thereof unless specifically required by the Agreement.

C) Any invention or other information, whether patentable or not, developed by Seller in the performance of the Agreement shall remain the property of Seller. Seller shall be under no obligation to refrain from using in its business any of Seller's proprietary information disclosed to Buyer under this Agreement.

14. Time Period for Buyer Claim. Any proceeding by the Buyer for breach of the Agreement or any other right against Seller arising from or in connection with payment by Buyer or the Agreement cannot be filed or maintained unless; (i) it is commenced within one (1) year after the cause of action has accrued; (ii) Buyer has given timely and reasonable written notice to Seller, as applied under Michigan's jurisprudence interpreting applicable UCC provisions, of its claim as provided herein; and (iii) Buyer deposits any unpaid portion of the purchase price for Products with the tribunal pending final adjudication. An action shall accrue no later than shipment of the Products.

15. Applicable Law, Jurisdiction and Venue.

A) This agreement shall be governed, construed and enforced under the law of the State of Michigan including the uniform commercial code in force on the initial date of the agreement ("UCC"), without regard to its conflict of law rules and except as provided herein.

B) State courts in Wayne County, Michigan and federal courts in the Eastern District of Michigan shall have exclusive jurisdiction over the parties and the claims arising under the Agreement. Neither party shall assert any objection to such jurisdiction nor that venue in any such court is inconvenient or otherwise

improper. Buyer and Seller consent to service of process by personal delivery or by postage prepaid, certified U.S. mail, mailed to the address of such party set forth in this Agreement.

16. Assignment. The Agreement and Buyer's rights and obligations hereunder may not be assigned, pledged, hypothecated or otherwise transferred by Buyer except with the prior written approval of Seller, which shall not be unreasonably withheld or delayed. Any assignment attempted by Buyer shall be void and ineffective for all purposes unless made in conformity with this section. Seller may freely assign all rights and obligations it has under this agreement and may subcontract performance of any aspect of this Agreement.

17. Conflict. To the extent any express terms set forth in Seller's quotation to which these Terms and Conditions are attached or in which they are incorporated by reference are inconsistent with these Terms and Conditions, the express terms set forth in Seller's quotation shall control (to the extent, and only to the extent, of such inconsistency).

18. Waiver. Waiver by Seller of any provision of the Agreement or of a breach by Buyer of any provision of the Agreement shall not be deemed a waiver of future compliance with the Agreement and such provision, as well as all other provisions of this Agreement, shall remain in full force and effect.

19. Amendment or Modification.

A) The Agreement is the complete and exclusive statement of the agreed terms and conditions between the parties and supersedes any and all previous quotations and/or agreements relating to the Products.

B) No amendments, modifications, supplements, limitations, waivers or discharges of this Agreement or any of its terms shall bind Seller unless in writing and signed by an authorized representative of Seller, making express reference to amending the Agreement. No agent, employee, or representative of the Seller has any authority to sign and bind the Seller with respect to any of the foregoing (including without limitation any representation or warranty concerning Products not contained in the Agreement), except Seller's chief executive officer or such officer's designated representative as acknowledged in writing ("Authorized Representative of Seller").

C) Notwithstanding anything to the contrary in this Agreement, no modifications, limitations, waiver or discharge of any provision of the Agreement shall affect the Buyer's liabilities to Seller accrued prior thereto.

D) Orders submitted in any Buyer's purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with the terms and conditions of the Agreement), may be accepted, approved, or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing signed by an Authorized Representative of Seller) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such purchase orders or by failing to further object to Buyer's terms or conditions.

20. Heading and Definitions. The heading and definitions in the Agreement are inserted for convenience only and shall not constitute a part hereof.

21. Severability. If any provision of the Agreement shall be held to be unenforceable or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, and the balance of the Agreement shall be interpreted as if such provision were so excluded. Any declaration of unenforceability of a provision shall be as narrow as possible.

22. Interpretation. This Agreement shall neither be construed against either party nor construed against the draftsman hereof. Buyer and Seller are merchants in respect to the Products and have had an opportunity to review the Agreement; and this Agreement is reasonable when considered as a whole.