

GENERAL TERMS AND CONDITIONS OF SALE

1. **Sale of Products/Scope.** The sale of products or services (collectively, "Products") from TriMas Corporation, its subsidiaries and divisions and any entity controlling, controlled by, or under common control with it (collectively, "Seller") to buyer, its subsidiaries and divisions, and any entity controlling, controlled by, or under common control with it (collectively, "Buyer") will be governed by these general terms and conditions of sale (the "Terms"). The Terms are the only agreement binding on Seller and the Terms expressly supercede and exclude the application of Buyer's general terms of purchase as well as any documents, quotations, or any other agreements, whether in writing or oral, issued previously, now or in the future by Buyer in relation to the Products, unless specifically agreed upon in writing by Seller. No course of dealing or usage of trade is applicable unless expressly incorporated in the Terms. Any clerical error may be corrected by Seller. Buyer's written acknowledgment, issuance of purchase order, acceptance of an offer of sale by Seller, delivery of Products or payment for the Products, whichever occurs first, is acceptance of these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the Terms is rejected. All such proposals are considered a material alteration of the Terms, and the additional and different terms will not become a part of the contract between the parties.

2. **Price/Payment.**
 - (a) The purchase price for the Products will be the price for the Products in effect at the time of shipment, unless otherwise agreed upon in writing by the parties. Seller may change prices without notice. Prices contained in Seller issued quotations or proposals expire 30 days from the date of quotation and are subject to change or termination by notice during this period. The changed quotations or proposals will expire 30 days from the date of change.
 - (b) Buyer will pay for all taxes, excises or other charges (except taxes on or measured by net income) that Seller may be required to pay to any government (foreign, national, state or local) with respect to the production, sale or transportation of any Products. Unless otherwise agreed to in writing by Seller, Buyer will pay all freight, storage, handling, packaging, insurance or similar charges.
 - (c) Seller may require Buyer to pay a deposit or provide an irrevocable letter of credit in favor of Seller in an amount determined by Seller and from a bank approved by Seller payable on presentation of commercial invoice, packing list or a bill of lading indicating delivery to carrier.
 - (d) Unless otherwise noted in these terms and conditions, invoices are payable within 30 days from date of invoice, subject to credit approval. All amounts due to Seller may be accelerated immediately upon Buyer's failure to pay invoices as required and shipments of Products may be suspended or cancelled. Interest will be charged by Seller at 18% per month or the highest rate allowable by law (whichever is higher).
 - (e) Buyer agrees to indemnify and hold harmless Seller from any and all legal fees and costs which may be required to collect any overdue balances.

- (f) Seller may offset or recoup any amounts owed by Seller to Buyer against any amounts owed by Buyer to Seller. Buyer waives all right of offset and will pay all amounts owed to Seller regardless of any claim asserted by Buyer.
 - (g) Seller may change payment terms at any time, in its sole discretion.
3. **Capacity.** Seller may provide Buyer with estimates or forecasts of its capacity for the manufacture or delivery of Products. Buyer acknowledges that any estimates or forecasts are provided for estimation of output 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. Seller makes no representation, warranty, guaranty or commitment, express or implied, regarding any estimates or forecasts provided to Buyer, including the accuracy or completeness of the estimates or forecasts.
4. **Allocation.** In no event shall Seller be required to sell a greater number of Products than it shall have available or allocated for such purposes. If Seller is unable to supply the total demands for any of the Products, Seller shall have the right to allocate its available supply among its customers in such manner as Seller shall deem to be fair and equitable. In not event shall Seller be obligated to purchase Products from others in order to enable it to deliver Products to Buyer.
5. **Technical Information.**
- (a) All specifications, drawings, schematics, tests, designs, inventions, engineering notices, financial information, technical data, samples, prototypes, models and/or equipment ("Technical Information") supplied by Seller , directly or indirectly, will remain Seller's ' property and will be held in confidence by Buyer. Technical Information will not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent, and will be returned to Seller upon demand or upon completion by Seller of its obligations under the Terms. Buyer will disclose Technical Information only to those employees of Buyer having a need-to-know and bound by 1694 -1.15() without (o)oljal73.2()4.6(cal -1

CONSEQUENTIAL OR PUNITIVE DAMAGES. Without limiting the generality of the

arising out of these Terms. If Seller agrees to the assignment of the Terms, in whole or in part, Buyer will remain solely liable to Seller for the adherence of the assignee to these Terms.

B. **Buyer's Property**. Buyer shall insure all materials, fixtures, tooling and other property delivered to Seller against all risks and waives subrogation in the event of loss of or damage to such property or personal injury arising from the use or storage of such property.

C. **Force Majeure**. Any delay or failure of either party to perform its obligations will be excused if caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars, terrorist attacks, sabotage, strikes, shortages of labor or material, vendor failures, transportation embargoes or acts of any governmental or governmental agency. In the event of such a delay, delivery will be deferred for a period of time equal to the time lost due to the delay. Seller will notify Buyer in writing within a reasonable time of any such event. In no event will Seller be liable for late deliveries.

D. **Modification and Waiver**. No modification or waiver of the Terms will be binding upon Seller unless approved in writing by one of Seller's' authorized representatives, or will be affected by the delivery of Product or the acknowledgment or acceptance of purchase order forms, invoices, shipping papers or other documents containing other or different terms whether or not signed by an authorized representative of Seller.

SELLER

BUYER

Printed Name: _____
Its: _____

Printed Name: _____
Its: _____