

LSP AUTOMOTIVE SYSTEMS, LLC
TERMS AND CONDITIONS

The following terms and conditions, and those specified in or attached hereto, shall exclusively govern the purchase by LSP AUTOMOTIVE SYSTEMS, LLC ("Buyer") of the "Materials" and "Services" from "Seller" which are the subject of this Purchase Order.

1. **OFFER AND ACCEPTANCE:** This Purchase Order constitutes an offer to Seller expressly limited to the terms herein. Buyer reserves the right to revoke this Purchase Order at any time prior to its acceptance by Seller. This offer shall expire 30 days after its issue date unless accepted by Seller or extended in writing by Buyer. Acceptance shall be accomplished solely by return of an executed acknowledgment copy of this Purchase Order or by delivery of conforming Materials or completion of requested Services. No additional or different provisions proposed by Seller subsequent to the date hereof shall be valid or enforceable unless approved by Buyer.
2. **CONFLICTING TERMS:** In the event of a conflict, the order of priority is as follows: (1) typed or handwritten provisions on the face hereof; (2) attachments or exhibits hereto; and (3) these preprinted terms and conditions.
3. **PACKAGING:** Seller shall properly package Materials for delivery. Each package or container shall be clearly labeled to indicate the applicable Purchase Order number(s), part number(s), and quantities of Materials. A packing slip for each Purchase Order, itemized by package or container, shall accompany each delivery.
4. **SHIPPING:** The terms of delivery are stated on the reverse side hereof and are governed by the Uniform Commercial Code. Risk of loss shall remain with Seller until the Materials have been received and accepted by Buyer.
5. **DELIVERY: TIME AND RATE OF DELIVERY ARE OF THE ESSENCE.** Buyer may refuse delivery of Materials, without liability, if such delivery is made prior to the delivery schedule specified herein. In such instance, Buyer may return such Materials at Seller's expense and may cancel subsequent deliveries. Seller shall notify Buyer immediately when Seller has knowledge of any potential delay in delivery.
6. **INSPECTION AND ACCEPTANCE:** Delivery of Materials and completion of Services shall not be deemed complete until actually received, inspected, tested, and approved by Buyer. In the event that any Materials are nonconforming, Buyer may return the Materials to Seller at Seller's expense. Should latent defects appear, Buyer reserves its right to revoke acceptance under applicable law.
7. **PRICE.** Prices specified in this Purchase Order shall remain fixed for all accepted orders unless otherwise agreed to in writing by both parties. Prices include all charges such as taxes, inspection, packaging and shipping costs unless separately listed on the face hereof.
8. **PAYMENTS:** Seller shall submit invoices only upon delivery of Materials or completion of Services. Buyer shall issue payment within 30 days of receipt of a correct invoice provided Seller has delivered conforming Materials or satisfactorily completed Services. Adjustments for payments made for rejected Materials or Services, or for any overpayment shall be deducted from subsequent payments due, or at Buyer's option, promptly refunded by Seller upon request.
9. **WARRANTY:** Seller warrants that Services shall be performed in a professional and workmanlike manner and that the Materials will be: (1) new; (2) free of all liens and title encumbrances; (2) free from defects in design, material and workmanship; (3) in conformance with applicable specifications, drawings, samples or other descriptions provided by Buyer; and (4) suitable for the purpose for which it is intended. Seller's obligation under this warranty is limited to, at Buyer's option: (1) performing the Services to Buyer's satisfaction, or (2) replacing nonconforming or unsuitable Material within 10 days of notice of such condition or as reasonably possible, or (3) crediting or refunding Buyer the purchase price for such Materials or Services. All expenses associated with the return to Seller of such Materials and the delivery to Buyer of replacement Materials shall be borne by Seller. The above warranties shall survive any delivery, acceptance, payment, termination or expiration of this Purchase Order and shall run to Buyer, its successors, assigns, customers and users of its products.
10. **ASSIGNMENT:** Any assignment of rights or obligations by Seller under this Purchase Order in whole or in part without the prior written consent of Buyer shall be void.
11. **TERMINATION:** Buyer may cancel this Purchase Order in whole or in part at any time by written notice in the event Seller, without Buyer's prior written consent: (1) fails to comply with any provision(s) of this Purchase Order; (2) becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Seller's assets; (3) merges with or is acquired by a third party; or (4) attempts to assign any of its rights or obligations under this Purchase Order. Upon termination, Seller shall deliver to Buyer such work in process or completed Materials as Buyer may request. Buyer shall have no liability to Seller beyond payment for material delivered to and accepted by Buyer prior to Seller's receipt of notice of termination and for such additional Material specifically requested by and delivered to Buyer.
12. **LIENS:** In the event a lien is filed against Buyer's property by Seller, Seller's Contractor or Subcontractor, Seller shall promptly settle the dispute and obtain a release of lien, or if the dispute cannot be promptly settled, Seller shall release Buyer's property from the lien by filing a surety bond in conformance with applicable law.
13. **SET-OFF:** Buyer shall have the right at any time to set-off any amount owing from Seller to Buyer or its subsidiaries or affiliates against any amount payable by Buyer pursuant to this Purchase Order.
14. **INTELLECTUAL PROPERTY:** Seller agrees to defend, at its own expense, any suit or legal proceeding which may be brought against Buyer alleging infringement by Buyer of any US patent or trademark, trade secret or other intellectual property interest, as a result of Buyer's purchase and use of Materials furnished hereunder for its intended purposes, provided that Buyer shall give prompt written notice of any claim, threat, or institution of any such suit or legal proceeding, and provided further that Seller shall then have the right to control and conduct the defense and/or settlement of such claim, threat or suit or legal proceeding, either in the name of Seller or Buyer, or both, and Buyer shall, at Seller's request and expense, provide relevant information and reasonable cooperation.
15. **CONFIDENTIAL INFORMATION:** Without prior written consent of Buyer, Seller shall neither disclose to any person outside its employ, nor use for purposes other than performance of this Purchase Order, any information pertaining to the existence or terms of this Purchase Order including but not limited to specifications and descriptions in this Purchase Order. Upon termination of this Purchase Order, Seller shall, at Buyer's request, return to Buyer all written documentation delivered to or generated by Seller pursuant to the performance of this Purchase Order.
16. **INDEMNIFICATION AND EVIDENCE OF INSURANCE:** Seller shall indemnify and hold Buyer harmless from any damages to Buyer's property and against all liabilities, losses, claims, and costs, including attorney fees, arising from a defect in the Materials or Services purchased hereunder, or from any act or omission of Seller. Seller agrees to provide evidence of adequate insurance in a form acceptable to Buyer and further agrees to execute any separate agreement provided by Buyer prior to the performance of any Services requested in this Purchase Order.
17. **COMPLIANCE WITH LAWS:** All Materials supplied and Services performed pursuant to this Purchase Order shall comply with all applicable Federal, State and foreign laws and regulations including, but not limited to the Occupational Safety and Health Act, Fair Labor Standards Act, Immigration and Nationality Act, Contract Work Hours and Safety Standards Act, Toxic Substance Control Act, American's with Disabilities Act, and Worker's Compensation Laws. Upon request, Seller agrees to certify compliance with any of the applicable laws or regulations. Seller agrees to comply with the equal opportunity provisions of Executive Order 11246, Section 503 of the Vocational Rehabilitation Act of 1973, as amended, as it applies to the hiring and nondiscriminatory treatment of qualified handicapped workers, Executive Order 11701 and Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as they relate to job listing, hiring and advancement of Vietnam and other disabled veterans, and Executive Orders 11625 and 12138, as they relate to Minority and Women-Owned Business Enterprises. Seller agrees to abide by all applicable rules and regulations pursuant to the above laws, all of which are incorporated herein by reference. The provisions of any applicable state Right-To-Know Laws and regulation are made a part of this Agreement. A copy of the applicable Material Safety Data Sheets as required under such laws and regulations and shall be provided by Seller upon delivery of Materials and updated as necessary. Seller's failure to comply with any of the requirements of this Section may result in a material breach of this Purchase Order.
18. **MISCELLANEOUS:**
 - a. For each delivery under this Purchase Order, as applicable, Seller shall furnish Buyer with a signed certificate stating Country of Origin, per U.S. Customs Rules and Regulations, Section 134.1 Paragraph (B), for all Material by quantity and part number.
 - b. Failure by Buyer to enforce any right or remedy herein or otherwise available shall not be deemed a waiver of such right or remedy on any other occasion.
 - c. No failure or omission of either Seller or Buyer in the performance of any obligation herein shall be deemed a breach nor create any liability for damages or other relief if the same shall arise from any cause or causes beyond the reasonable control of such party, including without limitation, acts of God, flood, fire, terrorism, war, accident, strike or other disturbance. In the event such failure or omission cannot be remedied within a reasonable period of time, either party shall have the right to cancel the Purchase Order.
 - d. In the event of a dispute between the parties, Seller agrees to continue to provide Materials or Services while the dispute is being resolved. The terms and conditions contained herein shall be governed by and interpreted in accordance with the laws of the State of South Carolina.
 - e. Seller hereby submits to the jurisdiction of the courts of South Carolina for purposes of enforcement hereof.

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The following language may be printed on the front of the PO:

Acceptance of this Purchase Order Constitutes Acknowledgement of and Compliance with the Terms and Conditions Printed on the Reverse Side hereof or Attached to this Purchase Order.