

CURT G. JOA, INC.
GENERAL TERMS AND CONDITIONS
OF PURCHASE

1. **ACCEPTANCE.** Buyer's purchase order, in hard copy, electronic or fax form, for the purchase and sale of goods and/or services (the "Articles") together with the terms and conditions contained herein, constitute Buyer's offer to Seller. **BUYER'S ORDER IS CONDITIONAL ON THE TERMS AND CONDITIONS CONTAINED HEREIN, AS MODIFIED BY THE PURCHASE ORDER, AND THE PROVISIONS OF ANY OTHER WRITING INCONSISTENT HERewith SHALL NOT CONSTITUTE A PART OF THE CONTRACT OF PURCHASE.** Performance by Seller, including furnishing of the Articles and acceptance of the same by Buyer, or written acknowledgement of this order by Seller shall constitute a contract between Buyer and Seller on all terms and conditions hereof. This writing, as modified by Buyer's purchase order, is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions thereof and that a contract be formed between the parties. No modification of any term or condition will be valid or binding upon Buyer unless approved by Buyer in writing by Buyer's Purchasing Agent, Director of Purchasing or Officer of Buyer.
2. **NO ADDITIONAL CHARGES.** No charge will be allowed for packing, boxing or carting unless agreed upon in writing at the time of purchase. Seller shall be liable for any damage to any Articles not packed to insure proper protection to same. All pre-paid transportation charges must be supported by a paid freight bill or its equivalent. Buyer shall not be responsible for charges for express shipping unless such shipping is required to accommodate Buyer's change order, or upon Buyer's express agreement. Unless otherwise agreed in writing, the contract price includes all applicable taxes. Seller is responsible for all taxes assessed prior to delivery.
3. **DELIVERY.** Time is of the essence. Delivery must be as set forth in these terms and conditions and on the respective purchase order. In the event of delayed delivery, Buyer reserves the right to cancel all or any portion of the affected order, and to purchase elsewhere without liability to Seller and Seller shall be liable for any loss incurred as a result unless deferred shipment is otherwise arranged for in writing. Buyer reserves the right to return any Articles delivered to Buyer prior to specified delivery date or to store such Articles until such delivery date, and Seller shall be responsible for all costs and expenses relating to such return or storage. Buyer shall not be responsible for Articles shipped in excess of quantities ordered.
4. **FORCE MAJEURE.** Neither party shall be liable for any failure to perform or delay caused by war, fire, flood, natural accidents, government act, order or regulation or other similar events beyond its control, provided such party promptly notifies the other in writing of any such delay.
5. **SHIPPING INSTRUCTIONS** . A packing list must accompany each shipment, with description of Articles, quantity and purchase order number. Buyer's count shall be final on all shipments not accompanied by a packing list. All cartons and Bills of Lading must be marked with order number, complete shipping address and Seller's name. All shipments must be packed, marked and described on Bill of Lading so as to obtain the lowest applicable rate, unless otherwise specified by Buyer. All goods shall be shipped prepaid or F.O.B. origin unless otherwise specified on the applicable purchase order.
6. **INSURANCE.** Buyer shall be responsible for insuring Articles during transport and shipment.

7. PATENTS. The Seller warrants that the Articles do not, alone or in any combination, infringe any third party patent or other proprietary rights, and agrees to indemnify and hold harmless the Buyer or its customers from all damage and expense (including attorneys' fees) arising from any suit, claim or demand for actual or alleged infringement of any patent or other right. The Seller shall, at the request of the Buyer, defend at Seller's cost any or all such suits or proceedings.

8. QUALITY AND INSPECTION. All Articles furnished must be of the best quality suited for the particular situation. Seller shall make no substitutions without Buyer's prior written consent. All Articles purchased will be subject to inspection and approval of Buyer after delivery at destination, notwithstanding prior payment to obtain cash discount, unless otherwise agreed upon in writing. Articles rejected by Buyer shall be returned to Seller at Seller's sole risk and expense, or held for disposition at risk and expense of Seller. No replacement of rejected Articles shall be made without Buyer's express consent. Buyer's inspection of Articles shall not limit Buyer's ability to revoke acceptance or pursue other remedies in the event that defects are later discovered. Payment shall not constitute acceptance of Articles.

9. WARRANTY. Seller expressly warrants that all Articles and/or work ordered according to plans, drawings, specifications or samples furnished or approved and accepted by Buyer, which are hereby made a part hereof as if fully set out herein, will confirm thereto, or if not so ordered will be merchantable and fit and sufficient for the purpose ordered, and in either case will be free from defect in material and workmanship. If Articles supplied are machinery, Seller will at its own expense repair or replace F.O.B. works where made, any defective part or parts which is or are found to be defective during a period of twelve months from date such machinery is put into use.

10. INVOICES. Priced invoices in duplicate giving the correct purchase order number must be sent at time of each shipment, otherwise payment of Seller's account may be delayed.

11. PAYMENT AND DISCOUNTS. Payment and cash discounts granted by Seller will be figured from date of receipt of Articles or completion of services. Invoices not subject to cash discount will be paid, after necessary approval, on the 30th day following that in which the invoice is received. The price payable by Buyer shall be the price prevailing at time of shipment or promised delivery, whichever is lower. If at any time during the period covered by this order Seller should sell or offer for sale to any other customer an equal or lesser quantity of similar materials of like or better grade and quality at a lower net price or prices than provided herein, Seller hereby agrees immediately to notify Buyer and to sell to Buyer at such lower price all deliveries made hereunder during the period in which such lower price is effective.

12. CHANGES. Prior to any shipment of Articles, Buyer may, at its option, cancel or change any related order. Buyer will confirm all such change orders in writing as soon as practicable. Upon receipt of notice of such cancellation, Seller will stop work immediately and promptly terminate all orders and subcontracts relating to the cancelled order. Any claim for termination charges must be submitted to Buyer in writing within ten (10) days after receipt of notice of cancellation, and shall be limited to the cost of unique work-in-process or the cost of paying claims to Seller's suppliers for work directly allocable to goods terminated. Buyer will not be responsible for any commitments by Seller in advance of those necessary to comply with the schedules set forth on the applicable purchase order. Upon payment of Seller's claim, Buyer will be entitled to all work-in-process, materials and goods paid for.

Any changes by Seller in specifications, shipment, routing or other conditions of this contract shall be invalid until acknowledged by Buyer in writing. Seller shall not negotiate or accept such changes to any order directly with Buyer's ultimate customer without giving Buyer due notice and an opportunity to have a representative present at such negotiation. Changes to any order resulting from such negotiation will not be valid until an additional and/or change order in writing is given by Buyer's authorized agent.

13. NON-ASSIGNABILITY. This contract may not be assigned by Seller without the written consent of Buyer.
14. FOREIGN SHIPPERS. Foreign shippers must follow the "Customs Clearance Procedure" spelled out on the applicable purchase order.
15. PERFORMANCE OF WORK. If the applicable purchase order calls for work to be performed by Seller, all work performed and all materials used in connection therewith shall be at the risk and expense of and shall be replaced by Seller in the event of any damage or destruction thereof prior to delivery to and acceptance by Buyer. If the applicable purchase order calls for work to be performed by Seller upon any premises owned or controlled by Buyer, Seller will keep the premises and the work free and clear of all mechanics liens and will furnish Buyer with waivers and such other evidence of payment as Buyer may request. Whenever Seller shall, by virtue hereof, have in its possession any property belonging to Buyer, Seller shall be deemed an insurer thereof and shall be responsible for its safe return to Buyer.
16. TOOLING. All tooling owned by Buyer and under Seller's control shall be used exclusively for Buyer's benefit. Seller shall maintain all tooling in good working order and proper repair at Seller's expense. All parts and components bailed by Buyer shall be used exclusively for Buyer's benefit. Seller hereby assigns to Buyer Seller's entire interest in any patents, copyrights, trade secrets and other proprietary rights created, compiled or collected for Buyer's benefit in the course of Seller's performance under this contract.
17. INDEMNIFICATION. Seller agrees to defend, indemnify and hold Buyer harmless of and from any claims, loss, damage, or expense arising out of any defect or nonconformity in the Articles, or as a result of Seller's presence on Buyer's premises, including, without limitation, payment of any direct, special incidental and consequential damages, and expenses of defending claims, including attorneys' fees, whether arising out of contract, warranty, tort, negligence or other legal theory, including third party claims.
18. GOVERNING LAW. This contract shall be governed by Wisconsin law, including the Uniform Commercial Code. Wisconsin shall be the exclusive venue for any suit or legal proceeding arising out of this contract.
19. COMPLIANCE. All Articles furnished on this contract must have been produced and sold in compliance with all Federal, state and other laws.
20. CONFIDENTIALITY. Seller shall not disclose to any person any information received from Buyer, if such information has been identified by Buyer as confidential, and shall not use such information for any purpose other than to perform Seller's obligations under this contract. The previous sentence shall not apply to information that is otherwise publicly available or that Seller receives from a third party not subject to confidentiality restrictions. Upon termination of this contract or any individual purchase order, Seller shall return to Buyer, upon Buyer's request, all drawings, blueprints, descriptions and other information or material received from Buyer.
21. ENTIRETY. The terms and conditions set forth in this contract constitute the entire agreement between the parties hereto and no modification hereof shall be binding unless mutually agreed to in writing. The receipt by Buyer of any quotation form, sales confirmation or other proposal shall not, in the absence of a written acknowledgement by Buyer expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof.