

SERVICE ORDER TERMS AND CONDITIONS (TC1002)

1. Acceptance: (a) Commencement of the services called for by this Order in the absence of Supplier's written acknowledgment shall be deemed acceptance of this Order. (b) By acceptance of this Order, Supplier agrees to be bound by and to comply with all the terms and conditions of this Order, including any supplements, and all specifications and other documents referred to in this Order. (c) By reference or otherwise, this Order does not constitute an acceptance by Company of any offer to sell, any quotation, or any proposal.

2. Prices: All prices are firm unless otherwise agreed in writing. If no firm or other price appears, no payment in excess of any monetary limitation appearing on the face of the Order shall be permitted without the prior written approval of the Company. Pricing shall not be adjusted except with prior written approval of the Company.

3. Authorized Representative: Company's Buyer is the only representative of Company authorized to act in matters relating to this Order.

4. Termination: The Company may terminate all or any part of this Order at any time by written notice to the Supplier. Such notice may contain instructions to Supplier on winding up work hereunder, and Supplier shall follow the instructions in accordance with all terms and conditions of this Order. In the event said termination is due to the convenience of Company, Supplier shall be entitled to payment for all Work properly performed prior to the receipt of said notice and all actual, reasonable and necessary costs of termination as approved by Company, provided however, in no event shall (1) anticipated profits be allowed for unperformed services; and (2) Supplier be entitled to more than the price of the Order as shown on the face hereof. In the event Supplier should fail to properly perform its services pursuant to this Order in any material respect, or breach this Order or its obligations related to environmental considerations and/or the health, safety, and welfare of its employees, Company's employees, any other personnel at the work site, or any third parties or members of the general public, or disregard laws, ordinances, or the instructions of Company, or otherwise be guilty of a violation of any provision of the Order, or Supplier ceases to conduct its operations in the normal course of business including inability to meet its obligations as they mature or if any proceeding under the bankruptcy or insolvency laws is brought by or against Supplier, or a receiver for Supplier is appointed or applied for or an assignment for the benefit of creditor's is made by Supplier, Company may without prejudice to any other right or remedy it may have at law or in equity, terminate the services of Supplier for default. In the event of termination for default, Company shall not be liable to Supplier for any amount, and Supplier shall be liable to Company for any and all damages sustained by reason of the cause which gave rise to the termination and otherwise. If it should be determined that Company has improperly terminated this contract for default, such termination shall be deemed to be a termination for convenience.

5. Warranties: Supplier warrants that (a) all goods and/or services sold pursuant hereto will be free of any claim by any third person and that Supplier will convey clear title to Company; (b) all services furnished hereunder shall be performed by technically competent and qualified personnel in a safe and workmanlike manner, shall conform to the requirements of this Order including any specifications attached or referenced herein, shall be performed in accordance with the highest generally accepted professional standards associated with the particular industry, trade, and/or discipline involved and shall be fit for the purpose for which intended; (c) all goods sold pursuant hereto will be of new (unless expressly specified otherwise) merchantable quality, free from all defects in design, workmanship and materials, fit for the particular purpose(s) for which purchased and provided in strict accordance with the specifications, samples, drawings, designs and other requirements (including performance specifications); (d) all work hereunder shall be performed in strict accordance with all applicable laws, regulations, codes, and standards of any governmental agency or entity having jurisdiction; and (e) Supplier has all required permits and licenses necessary to perform the Services and that its Services will conform with all applicable permits and licenses. Copies of such permits or licenses shall be provided to Company upon request. Supplier will promptly notify Company in writing in the event any permit or license related to this Supplier or to Supplier's authorization or capacity to perform hereunder is revoked or has expired. All warranties contained in this Order shall be effective for a reasonable period of time not less than one year after acceptance of all of the goods and/or services delivered and/or performed hereunder. In the event of any nonconformance with any warranty applicable to this Order, Supplier shall correct such nonconformance, and any damage resulting therefrom, at its cost and to Company's satisfaction. Company shall not be billed for any task(s) performed unsatisfactorily or defective parts, materials and equipment and shall be reimbursed within thirty (30) days by Supplier upon demand of Company if an invoice has been previously paid for such improper or defective work or goods. Any and all expenses (including, but not limited to shipping, manufacturing and labor expenses) incurred by Company in the exercise of its right hereunder, at law and/or in equity, shall be reimbursed by the Supplier.

6. Company's Property: Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Supplier by Company or specifically paid for by Company and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the property of the Company. Such property (i) shall be clearly marked and identified as property of the Company

and shall be safely stored separate and apart from Supplier's property; (ii) shall not be used except in filling Company's Orders and Supplier shall not substitute any property for Company's property; (iii) shall be held at Supplier's risk, and kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Company; and (iv) shall be delivered to Company promptly upon its written request, in which event Supplier shall prepare such property for shipment and shall deliver to Company in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense.

7. Changes: The Company may at any time, in writing, make any change(s) within the general scope of this Order. If any such change(s) causes an increase or decrease in cost or time required for the performance of any work under this Order, an equitable adjustment shall be made in price or completion date, or both, and the Order shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this paragraph must be asserted in writing within thirty (30) days from the date of receipt by Supplier of Company's notification of such change(s).

8. Non-Assignment/Subcontracting: This Order may not be assigned without prior written permission of Company. Any purported assignment of this Order or any interest herein or any payment due or to become due hereunder, without the prior written consent of Company, shall be void. Supplier shall not subcontract or delegate performance of all or any part of the work called for by this Order without the prior written consent of Company.

9. Set-Off: Company shall be entitled at all times to set-off any amount owed at any time by Supplier, or its affiliate(s) to Company or its affiliate(s) against any amount owed by Company or its affiliate(s) to Supplier.

10. Applicable Law: This Order shall be governed by and construed in accordance with the applicable laws of the State of Michigan, except for those laws governing conflict and choice of law.

11. Indemnification: Supplier assumes full responsibility for and agrees to save, indemnify, defend and hold harmless Company and its affiliates from any and all claims, losses, liabilities, damages to property, injuries (including, but not limited to, death) to persons (including, but not limited to, employees of Supplier and Company), fines, penalties, fees (including, but not limited to, legal fees), and all other costs and expenses of whatsoever kind or nature caused by, arising out of, or in any way resulting from, acts or omissions or misconduct or failure of Supplier, its directors, officers, employees, agents, subcontractors and/or subvendors at any tier, unless resulting from Company's sole negligence. Supplier shall, upon notice, defend, indemnify and hold Company and its affiliates harmless against any claim, suit or proceeding based on a claim that any goods, any part thereof, or any design furnished under this Order constitutes an infringement of any patent, license or any other claim of exclusive right by a third party, and Supplier shall pay all damages and costs awarded therein and associated therewith. If the use of said goods, part or design is enjoined in such suit, Supplier shall at its own expense and option, either procure for Company and its Customers the right to continue using said goods, part or design, or replace the infringing item with a conforming, non-infringing equivalent or modify it so it conforms to the requirements of this Order and becomes non-infringing, or upon showing inability to Company's satisfaction to do any of the foregoing, shall at Company's option remove said goods and refund the purchase price and the transportation and installation costs.

12. Insurance: Supplier shall obtain and maintain for the duration of any work hereunder insurance in forms and amounts satisfactory to Company which may include, but not necessarily be limited to: Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed herein) with minimum limits of liability of not less than \$1,000,000 each per occurrence for bodily injury (including death) and property damage; Automobile Liability and Employers' Liability insurance with minimum limits of liability of not less than \$1,000,000 per occurrence on a single limit basis; statutorily required Worker's Compensation and Employers' Liability (\$100,000) insurance; Excess Liability insurance covering loss in excess of the limits of other insurance policies required herein with minimum limits of liability of \$5,000,000. At Company's sole option and cost, Supplier shall procure Contractor Pollution Coverage insurance covering loss or damage associated with environmental hazards arising out of or in connection with the Services with minimum limits of liability of \$1,000,000. Supplier shall furnish to Company a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverages are in effect and naming Company on the face of this Order and its affiliates as additional insureds. In addition such certificate indicate that the insurer will not cancel or materially change the coverage until ten (10) days after prior written notice has been delivered to the Company. Nothing in this Paragraph shall be taken as limiting Supplier's liability to Company or any other party.

13. Compliance With Laws: Supplier, in performing its work hereunder, shall ascertain and comply with all applicable Federal, State, and local laws, regulations, and ordinances, including, but not limited to, the Foreign Corrupt Practices Act of 1977, as amended, especially as it relates to payments or gifts to officials, employees, or representatives of foreign governments and Supplier agrees that it

and all who act on their behalf shall fully and faithfully comply with that Act, and with all applicable trade or industry codes, regulations and standards. Where applicable the following provisions are hereby incorporated by reference in this Purchase Order: (a) Executive Order 11246, and 41 CFR Part 60, as well as 41 CFR Subpart 1-12.8, relating to Equal Employment Opportunity (b) Executive Order 11701, and 41 CFR Part 50-250, 41 CFR Part 60-250, relating to Disabled Veterans and Veterans of the Vietnam Era; (c) the Rehabilitation Act of 1973, and 41 CFR Part 60-741, relating to Employment of the Handicapped..

14. Proprietary Information - Confidentiality: Supplier shall consider all information identified by Company to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, without prior written permission of Company. Supplier shall return any such information upon request of Company. Supplier shall not advertise or publish the fact that Company has contracted for services from Supplier without prior written permission from Company. Any inventions, processes or other patentable or marketable idea or product developed as a result of Supplier's performance of the services hereunder shall become the exclusive property of Company, and Supplier shall deliver all data, drawings and other documents associated with such development to Company upon completion of the services.

15. Non-Waiver: Any acceptance, approval and/or payment made by Company in connection with work hereunder, shall not relieve Supplier of the responsibility for completeness, timeliness, accuracy, fitness and quality of its services. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless in writing signed by the aggrieved party. The failure of Company to enforce at any time or for any period of time any of the provisions hereof shall not waive such provisions or the right of Company to enforce each and every such provision.

16. Payment/Records: Unless otherwise agreed to herein payment shall be made within thirty (30) days after satisfactory performance of work on receipt of a complete correct and conforming invoice therefore, whichever is later. Unless this Order is totally priced on a firm fixed price basis, Supplier shall maintain time records, supplier invoices, expense receipts/costs and supporting data and other evidence related to this Order in accordance with generally accepted accounting procedures and practices. All materials shall be preserved until the expiration of two years from the completion of performance by Supplier. Company shall have the right at any time during normal business hours to examine such records which may involve performance under or transactions related to the work statement appearing on the face hereof, or which will permit adequate evaluation of the costs and fee data related thereto. Adjustments in favor of Company arising from any audit performed by Company shall be recognized as an adjustment of any future payment due Supplier or, if no future payment is due Supplier, Supplier shall pay the amount of any such adjustment to Company within thirty (30) days after completion of the audit.

17. Independent Contractor: Supplier is and shall remain for all purposes an independent contractor, and it shall have no power, nor shall it represent that it has any power, to bind Company or to assume or create any obligation, expressed or implied, on behalf of Company.

18. Survival Of Terms: Those provisions of the Order which by their very nature are incapable of being performed or enforced prior to expiration or termination of the Order or which suggest at least partial performance or enforcement following such expiration or termination, and in particular Sections 5, 10, 11, 13 and 14, shall survive any such expiration or termination of this Order.

19. Company's Remedies: All rights and remedies provided for herein are not exclusive and all rights and remedies of Company hereunder, at law or in equity, shall be cumulative and may be exercised singly or concurrently.