

## **1. Scope**

1.1 The Terms and Conditions shall be applicable to all purchases and shall be incorporated into all Purchase Orders (as that term is defined below) made or issued by TriMas Corporation, its subsidiaries or any entity controlling, controlled by, or under common control with it as is specified on the relevant Purchase Order (“Buyer”), from the Supplier, whether purchases are for tooling, machines, parts, raw materials, or other various goods or services (the “Supplied Goods”), to the exclusion of any other terms that Supplier may seek to substitute, impose or incorporate, now or in the future, including, without limitation, any inconsistent terms or conditions contained in or referred to in the Supplier’s general terms of sale, quotation, acceptance, correspondence, or any other documents issued by the Supplier relating, directly or indirectly, to the Supplied Goods, or implied by law, trade custom, practice or course of dealing and Supplier hereby waives any right it otherwise might have to rely on such other terms and conditions. Any proposal, offer, counter-offer, or other attempt by the Supplier to vary any of the Terms and Conditions is expressly rejected by the Buyer and shall have no force or effect.

1.2 The Purchase Order (incorporating the Terms and Conditions as specified above) shall be accepted by Supplier and constitute a binding contract upon the earlier of Supplier’s (a) written acknowledgment, (b) commencement of work on the Supplied Goods or (c) shipment of the Supplied Goods.

## **2. Price, Invoicing and Conditions of Payment**

2.1 Subject to Section 2.8, all prices for Supplied Goods shall be as stated in the purchase order (the “Purchase Order”). Supplier warrants that the prices on the Purchase Order are complete and that no other charges will be added without Buyer’s written consent. For the avoidance of doubt, Supplier shall be solely responsible for all packaging, packing, storage, delivery, transport and unloading costs, customs charges, taxes and insurance costs, excises and other charges required to be paid to any government (foreign, national, state or local) with respect to the Supplied Goods, unless otherwise specified on the Purchase Order.

2.2 Supplier’s invoice shall include the number and reference of the Purchase Order, the quantity of the delivery, the quantity still to be delivered, the route by which the Supplied Goods were despatched and all information appearing on the Purchase Order necessary for identification and origin of the Supplied Goods. The invoice shall be sent to the invoicing address written on the face of the Purchase Order within seven (7) days following delivery of the Supplied Goods.

2.3 Unless otherwise stated on the Purchase Order, the Supplier’s invoice shall be payable within sixty (60) days from the later of: (a) the date of receipt of the invoice (provided that such invoice is correct and complete); or (b) the date of delivery of the Supplied Goods. For the avoidance of doubt, no payment shall be made by Buyer in advance of receipt of the Supplied Goods. All invoicing and payments shall be made through electronic data interchange. Time of payment will not be of the essence.

2.4 If a party fails to make any payment due to the other under the Purchase Order and these Terms and Conditions by the due date for payment ("Payment Date"), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Payment Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This Section shall not apply to payments the defaulting party disputes in good faith.

2.5 Payment for Supplied Goods shall not constitute final acceptance of the Supplied Goods or waive Buyer's right to reject the Supplied Goods.

2.6 In addition to any right of set-off provided by law, all amounts due to Supplier shall be considered net of indebtedness of Supplier and its affiliates/subsidiaries to Buyer, and Buyer shall have the right to set-off against or to recoup any amounts due to Supplier and its affiliates or subsidiaries from Buyer.

2.7 Supplier may not assign any accounts receivable from Buyer to third parties without the prior written approval of Buyer.

2.8 Supplier warrants that the prices for the Supplied Goods sold to Buyer are no less favourable than those prices Supplier currently extends to any other customers for the same or similar goods of similar quality, quantity or description to the Supplied Goods. If Supplier reduces its prices to third parties during the term of a Purchase Order for such similar supplied goods, Supplier shall correspondingly reduce the prices charged to Buyer.

### **3. Forecasts**

3.1 Buyer may provide Supplier with estimates or forecasts of its future anticipated volume or quantity requirements for Supplied Goods. Supplier acknowledges that any estimates or forecasts are provided for informational purposes 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.

3.2 Buyer makes no representation, warranty, guaranty or commitment, express or implied, regarding any estimates or forecasts provided to Supplier, including the accuracy or completeness of the estimates or forecasts.

### **4. Compliance**

4.1 Supplier shall be responsible for the design and manufacture of the Supplied Goods unless Buyer agrees otherwise in the Purchase Order, or as otherwise agreed to in writing by the parties, regardless of any assistance or approval provided by Buyer.

4.2 The Supplied Goods shall be manufactured, sold and shipped in compliance with the Terms and Conditions and all applicable legislation, regulations and standards in force in the country of export and in the country of import, manufacture and sale, including, without limitation, those that relate to the quotations, pricing,

manufacture, labelling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Supplied Goods, environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request from Buyer, Supplier shall certify in writing its compliance with this Section 4.2. At the request of Buyer, Supplier shall provide an appropriate certificate stating the country of manufacture of the Supplied Goods.

4.3 Supplier shall comply with all quality requirements as specified by Buyer and all applicable legislation, regulations and standards.

4.4 Supplier shall participate in productivity initiatives in order to improve the quality of the Supplied Goods, increase customer satisfaction or reduce costs of the Supplied Goods.

## **5. Technical Information**

5.1 Where the Supplied Goods are developed and manufactured by Supplier at Buyer's request and in accordance with Buyer's specifications and designs the provisions set out below will apply:

5.1.1 Supplier shall create, maintain, update and provide to Buyer, all technical information relating to the Supplied Goods, including information subject to industrial or intellectual property rights and information that may relate to tooling, machines or equipment, software, works of authorship, computer programs and databases (including object code, micro code, source code and data structures) and all enhancements, modifications and updates to such information (the "Technical Information"). The Technical Information provided to Buyer by Supplier shall not be subject to any use or disclosure restriction.

5.1.2 Upon a breach by Supplier of these Terms and Conditions, Supplier grants to Buyer a royalty free, fully paid license for all Technical Information in order to manufacture, or have manufactured, the Supplied Goods. At Buyer's request, Supplier shall transfer to Buyer ownership of the tooling and equipment necessary to manufacture the Supplied Goods, whether or not such tooling and equipment has been paid for by Buyer.

5.1.3 Supplier agrees not to assert any claim against Buyer, Buyer's customers or their respective suppliers with respect to any Technical Information.

5.1.4 Buyer shall own all right, title and interest in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property developed by Supplier under these Terms and Conditions. Supplier shall assist Buyer in perfecting its right, title and interest and shall execute and deliver all documents reasonably requested by Buyer in order to

perfect, register or enforce the same. Buyer shall reimburse any associated costs incurred by Supplier in providing such assistance.

5.2 In all circumstances where Section 5.1 does not apply, the provisions set out below shall apply to the Supplied Goods:

5.2.1 Supplier shall provide to Buyer any relevant technical information relating to the Supplied Goods (the "Technical Information"). The Technical Information provided to Buyer by Supplier shall not be subject to any use or disclosure restriction.

5.2.2 Supplier agrees not to assert any claim against Buyer, Buyer's customers or their respective suppliers with respect to any Technical Information.

5.2.3 If a third party alleges that the Supplied Goods infringe any intellectual property rights or misuse confidential information, Supplier, at no expense to Buyer, shall obtain for Buyer and its customers, a license to manufacture, use and sell the Supplied Goods or shall substitute an equivalent item acceptable to Buyer, and shall reimburse Buyer for any costs incurred related to this sub-section 5.2.3.

## **6. Packaging and Transport**

6.1 Unless otherwise provided in a Purchase Order, the Supplied Goods must be packed and packaged to ensure their safe delivery in accordance with the Purchase Order, the Terms and Conditions, industry standards and, where incorporated in the Purchase Order or advised separately, Buyer's packaging specifications. Buyer may, at any time upon reasonable notice, change packaging or transport requirements. Supplier shall be responsible for any damage to the Supplied Goods arising from packaging or transport.

6.2 If requested by Buyer, Supplier shall promptly furnish to Buyer (a) a list of all component parts and elements in the Supplied Goods and corresponding numbers or amounts of such component parts and elements, and (b) information concerning any changes in or additions to such component parts and elements.

6.3 Supplier shall provide all material safety data sheets and "hazardous substance" warnings related to all shipments of Supplied Goods that constitute hazardous materials, together with special handling instructions advising Buyer and third parties, including transportation carriers, as to the degree of care and precaution that will prevent bodily injury or property damage in handling, transporting, processing, using, recycling or disposing of the Supplied Goods.

6.4 The Supplied Goods, as packaged, shall be labelled as required under all applicable legislation, standards and regulations in the country of manufacture and supply and the country of import and shall include, without limitation, any storage requirements, Buyer's Purchase Order number, description of the Supplied Goods, quantity and the gross or net weight of Supplied Goods. Supplier shall also include a bill of lading consisting of delivery and identification information for the Supplied Goods, including a clear description of the origin of the Supplied Goods.

## **7. Delivery**

7.1 Unless otherwise specified by Buyer, delivery of the Supplied Goods shall be D.D.P. Incoterms 2010 Buyer facility as indicated on the Purchase Order and subject to Buyer's inspection and approval.

7.2 Buyer shall have the right, by reasonable written notice, to suspend work or make changes from time to time in the Supplied Goods to be provided by Supplier under a Purchase Order, or the delivery thereof.

7.3 Supplier shall take all measures necessary to meet the delivery date for the Supplied Goods and comply with the Terms and Conditions. Deliveries shall be made in the quantities, on the dates and at the times specified by Buyer in the Purchase Order and must not exceed the quantity ordered without the written permission of Buyer. Buyer will be entitled to reject any excess delivered by Supplier without the Buyer's prior written permission. Where Buyer rejects any excess delivered such excess will be returned at Supplier's risk and expense. Supplier agrees that time for delivery is of the essence.

7.4 If Supplier fails to deliver the Supplied Goods on the date specified in the Purchase Order, without prejudice to any other rights or remedies of Buyer (whether express or implied), the Buyer may:

(a) cancel the Purchase Order and Terms and Conditions immediately by giving written notice to that effect to Supplier, in which case Buyer will be entitled to recover from Supplier any and all liabilities, losses, damages, costs and expenses incurred by Buyer as a result of Supplier's failure to supply the Supplied Goods, including in obtaining substitute goods and/or services from another supplier; or

(b) require Supplier to pay to Buyer on demand as liquidated damages a sum equal to 2% of the price of the Supplied Goods for each week (pro rata for any part week) by which delivery of the Supplied Goods is delayed subject to a maximum of 10% of the price of the Supplied Goods. The parties agree that the liquidated damages are a genuine negotiated pre-estimate of Buyer's loss resulting from delay in delivery of the Supplied Goods and will not be regarded as penalty provisions. Supplier waives any right to question or challenge the validity of the obligation to pay the liquidated damages. If the maximum amount of liquidated damages is reached and Supplier has still failed to deliver the Supplied Goods, Buyer may cancel the Purchase Order and Terms and Conditions immediately by giving written notice to that effect to Supplier, in which case Buyer will be entitled to recover from Supplier any and all additional liabilities, losses, damages, costs and expenses incurred by Buyer as a result of Supplier's failure to supply the Supplied Goods, including in obtaining substitute goods and/or services from another supplier.

7.5 If for any reason Buyer is unable to accept delivery of the Supplied Goods in accordance with the Purchase Order and these Terms and Conditions Supplier shall, if its storage facilities permit, store the Supplied Goods, safeguard and insure them and take all reasonable steps to prevent their deterioration until actual delivery and Buyer shall be liable to Supplier for the reasonable cost (including insurance) of

Supplier doing so provided that Supplier is able to evidence the amount of such reasonable cost to Buyer.

7.6 Supplier shall not fabricate, assemble or ship any Supplied Goods, or procure materials or Tools (as that term is defined in Section 10.3 below), except to the extent authorized by the Purchase Order. Buyer shall not pay for any Supplied Goods, materials, Tools and related costs that are not authorized pursuant to Buyer's Purchase Order.

## **8. Quality and Defects**

8.1 If Supplier delivers Supplied Goods which do not conform with the schedules set forth in the Purchase Order (if any) and these Terms and Conditions, Buyer reserves the right to:

- 8.1.1 correct or have corrected the non-conforming Supplied Goods at Supplier's expense;
- 8.1.2 reject and return the Supplied Goods at Supplier's own risk and expense;
- 8.1.3 instruct Supplier to retrieve the non-conforming Supplied Goods at its expense within eight (8) days of notification of rejection or revocation of acceptance;
- 8.1.4 upon Supplier's failure to retrieve the non-conforming Supplied Goods in accordance with Section 8.1.3, Buyer shall be permitted to dispose of the Supplied Goods;
- 8.1.5 refuse to accept any subsequent delivery of the Supplied Goods which Supplier attempts to make;
- 8.1.6 cancel the Purchase Order and Terms and Conditions in whole or part by written notice to Supplier;
- 8.1.7 purchase goods in substitution for the Supplied Goods from another supplier;
- 8.1.8 recover from Supplier any expenditure reasonably incurred by Buyer in obtaining goods in substitution for the Supplied Goods from another supplier;
- 8.1.9 claim damages for additional costs, loss or expenses incurred by Buyer which are in any way attributable to Supplier's failure to carry out its obligations hereunder, including, without limitation, the cost of any line shutdown, expedited or premium freight or transportation costs.

8.2 Buyer shall have the right to enter Supplier's premises at reasonable times to verify that the Supplied Goods conform to the Purchase Order. Supplier agrees to provide all supporting documentation requested by Buyer in the course of the investigation.

8.3 Buyer's rights and remedies hereunder are in addition to its rights and remedies implied by statute and common law.

8.4 Notwithstanding Section 7.1, Buyer shall not be deemed to have accepted the Supplied Goods until it has had ten (10) days to inspect them following delivery. Buyer shall also have the right to reject the Supplied Goods as though they had not been accepted for ten (10) days after any latent defect in the Supplied Goods becomes apparent to Buyer.

**9. Risk of Loss.**

9.1 Risk of loss with respect to the Supplied Goods shall remain with Supplier until the Supplied Goods have been delivered to Buyer, or an agent or consignee duly designated by Buyer, as indicated on the Purchase Order.

**10. Ownership of the Supplied Goods.**

10.1 Notwithstanding Section 9, all right, title and interest in and to the Supplied Goods shall be transferred to Buyer immediately upon completion of delivery in accordance with the Purchase Order. The passing of ownership in the Supplied Goods is without prejudice to any right of rejection to which Buyer may be entitled hereunder or otherwise. Supplier shall not impose or permit to be imposed any lien, encumbrance or security interest or similar reservation of title on the Supplied Goods.

10.2 If Buyer purchases or finances all or part of the raw materials or semi-finished products for incorporation into the Supplied Goods, the raw materials and semi-finished products shall become the property of Buyer immediately upon payment. Supplier, as bailee, shall identify the raw materials and semi-finished products by plainly marking them as Buyer owned property.

10.3 All supplies, materials, tools, jigs, dies, gauges, fixtures, moulds, patterns, equipment, ancillary products, plant and machinery and other items (collectively "Tools") purchased by or furnished by Buyer, in whole or in part, or by third parties on Buyer's behalf, to Supplier under these Terms and Conditions, or for which Supplier has been reimbursed by Buyer, shall remain the property of Buyer and shall not be pledged to any third party. Supplier shall provide Buyer with drawings, technical specifications, failure mode and effects analysis (FMEA's) and control plans for the Tools. Supplier shall bear the risk of loss and damage to the Tools and shall indemnify Buyer against any loss or damage to the Tools while they are in the possession, custody or control of Supplier, its employees, agent or sub-contractors. The Tools shall at all times (a) be properly stored, operated and maintained by Supplier, (b) not be used by Supplier for any purpose other than the performance of these Terms and Conditions, (c) be deemed to be personal property of Buyer, not a fixture, (d) be conspicuously identified as property of Buyer with relevant part numbers, (e) not be commingled with other property of Supplier or with that of a third party and (f) not be moved from Supplier's premises without Buyer's prior written approval. Supplier agrees not to reverse engineer, disassemble, decompile, modify or copy any Tools. Supplier irrevocably grants to Buyer all right, title and interest in any modifications to a Tool.

10.4 Supplier shall insure the Tools for damage or loss (including theft) in an amount not less than replacement value and shall maintain general liability insurance regarding operation of the Tools in amounts and coverage reasonable in the circumstances and acceptable to Buyer.

10.5 Upon the request of Buyer, the Tools shall be delivered to Buyer by Supplier, either (a) D.D.P Incoterms 2010 Buyer's facility properly packed and marked in accordance with the Terms and Conditions and requirements of the carrier selected by Buyer, or (b) to any location designated by Buyer, provided that Buyer shall pay Supplier the reasonable cost of delivering the Tools to the location. Buyer has the right to enter Supplier's premises at all reasonable times to inspect the Tools and Supplier's records with respect to the Tools.

10.6 Supplier agrees to check carefully and approve all Tools supplied by Buyer prior to use. Supplier shall assume responsibility for all risk, loss, damages, death, personal injury or expenses arising, either directly or indirectly, from its use, maintenance, repair of the Tools, including any interruption of service or loss of business, profits or any other indirect, special or consequential damage.

## **11. Express Warranty.**

11.1 Supplier expressly warrants that (a) the Supplied Goods shall strictly conform to the Purchase Order, including instructions, advertisements, statements on containers or labels, descriptions and samples, then current release/revision levels of specifications and drawings, (b) the Supplied Goods shall be free from defects in workmanship and material and shall be new and of the highest quality, (c) Buyer shall receive title to the Supplied Goods that is free and clear of any liens and encumbrances, (d) the Supplied Goods do not infringe any patents, copyrights, trademarks or other intellectual property rights or misuse any third party confidential information, (e) the Supplied Goods shall be merchantable, safe and fit for any purpose intended by Buyer or Buyer's customer, including the specified performance in the component, system, subsystem and environment in which the Supplied Goods is or reasonably may be expected to perform (f) that all services will be provided using reasonable care and skill, and (g) Supplier's performance shall be in strict accordance with these Terms and Conditions.

11.2 If Supplier's work under these Terms and Conditions involves operations by Supplier on Buyer's or its customers' premises, Supplier shall take all necessary precautions to ensure the health and safety and prevent injury to any person or property during the progress of such work. Except to the extent that it would be unlawful for Buyer to exclude or restrict its liability, Buyer shall not be liable for:

(a) any injury, damage or loss sustained by Supplier's employees, agents or permitted sub-contractors (or similar) whilst on the premises of Buyer or its customer; or

(b) any damage or loss arising out of the use of any lifting tackle, scaffolding, crane facilities, ladders or other apparatus or equipment of any kind belonging to Supplier in connection with the delivery of the Supplied Goods under the Purchase Order and these Terms and Conditions.



11.3 The warranties in this Section 11 shall be in addition to all other warranties afforded to Buyer by operation of law (including, without limitation, the Sale of Goods Act 1979 (as amended) and the Supply of Goods and Services Act 1982) or by industry standards, except that no course of dealing or usage of trade shall be applicable unless expressly incorporated into these Terms and Conditions in writing and signed by the parties.

11.4 These warranties shall survive the expiration or termination of the Purchase Order (incorporating these Terms and Conditions) and shall apply to Buyer, its successors, assigns, customers and the end-users of Buyer's Supplied Goods. These warranties may not be limited or disclaimed by Supplier.

11.5 Buyer's approval of Supplier's design, material, process, drawing, specifications or the like for the Supplied Goods shall not be construed to relieve Supplier of strict compliance with the warranties in this Section 11.

11.6 If Buyer, its customers or the manufacturer of any finished product on which the Supplied Goods, or any parts, components or systems incorporating the Supplied Goods, are installed, voluntarily or pursuant to a government mandate, recalls the Supplied Goods or any such finished product (a "Recall"), Supplier shall nonetheless be liable for costs and damages associated with the Recall to the extent that the costs and damages are based upon a reasonable determination that the Supplied Goods fail to conform to these Terms and Conditions.

## **12. Indemnification.**

12.1 To the fullest extent permitted by law, Supplier shall indemnify, hold harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any direct, indirect or consequential liabilities, loss, damages, demands, costs, expenses, suits, legal actions, claims, investigations, or any threat of the same, and all other obligations and proceedings, including without limitation, all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and any cost incurred in connection therewith (including but not limited to legal and other professional fees, loss of profit, loss of business, diminution of goodwill, loss of reputation, and like loss) ("Liabilities") arising in connection with:

12.1.1 a breach by Supplier of the Purchase Order, these Terms and Conditions, or any other obligation implied by legislation (including, without limitation, the Sale of Goods Act 1979 (as amended) and/or the Supply of Goods and Services Act 1982);

12.1.2 defective workmanship, quality or materials;

12.1.3 an infringement or alleged infringement of any intellectual property rights of any person caused by the use, manufacture or supply of the Supplied Goods, to the extent that the claim is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and

12.1.4 any claims made or threatened against Buyer (including, without limitation, liability for loss, damage, death, personal injury, damage to

property, cost or expense) arising out of, or in connection with, the manufacture, delivery, supply or any use made of the Supplied Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order or these Terms and Conditions by Supplier, its employees, agents or subcontractors.

12.1.5 any damage or loss arising in connection with the use of any lifting tackle, scaffolding, crane facilities, ladders or other apparatus or equipment of any kind belonging to Supplier in connection with the delivery of the Supplied Goods under the Purchase Order and these Terms and Conditions.

12.2 Notwithstanding this Section 12, Supplier's obligation to indemnify Buyer shall not apply to any Liabilities arising from Buyer's sole negligence.

12.3 This Section shall survive the termination of any Purchase Order relating to the Supplied Goods and/or these Terms and Conditions.

12.4 Buyer's rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by statute and common law.

### **13. Insurance.**

13.1 During the term of the Purchase Order and for a period of six (6) months thereafter, Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance, employee's liability and compensation insurance in the amount and scope of coverage required to meet the liabilities under the Purchase Order and these Terms and Conditions.

13.2 On Buyer's request, Supplier shall produce both the insurance certificate and give the details of cover, policy numbers, date of expiration and the receipt for the current year's premium in respect of each insurance. Such certificates shall provide that Buyer shall receive thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverage.

13.3 Supplier's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Supplier from its obligations or liabilities under these Terms and Conditions. In the event of Supplier's breach of this Section 13, Buyer shall have the right to cancel the undelivered portion of any Supplied Goods covered by a Purchase Order and shall not be required to make further payments except for conforming Supplied Goods delivered or services rendered prior to cancellation.

**14. Product Support.** Supplier warrants that the Supplied Goods, including the sub-assemblies and spare parts, shall be made available by Supplier to Buyer and its customers for ten (10) years after the date of final shipment of the Supplied Goods under the Purchase Order. During this period, Supplier shall continue to provide technical support and service at the same level as presently provided.

**15. Changes.** Buyer shall have the right, by reasonable written notice, to suspend work or make changes from time to time in the Supplied Goods to be provided by Supplier under a Purchase Order, or the delivery thereof. If any such change causes an increase or decrease in the cost of or time required for performance of a Purchase Order by Supplier, an equitable adjustment shall be negotiated promptly and in good faith by the parties (or, in the event that the parties cannot agree, then a proportionate adjustment shall be applied), and the Purchase Order shall be modified in writing accordingly. Supplier must submit in writing any claim for adjustment to Buyer within thirty (30) days from the date that notification of the change is received by Supplier. Upon approval of the claim by Buyer, any excess or obsolete Tools or Supplied Goods set forth in the claim shall become the property of Buyer, to dispose or utilize as Buyer deems necessary. Notwithstanding the foregoing, Supplier shall be required to continue to perform under the revised Purchase Order.

**16. Confidentiality.**

16.1 All information provided to Supplier by Buyer under these Terms and Conditions shall remain Buyer's property and be considered confidential by Supplier.

16.2 Supplier shall not use or disclose such confidential information other than as is necessary to perform its obligations to provide Supplied Goods to Buyer.

16.3 Supplier shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging Supplier's obligations under the Purchase Order and these Terms and Conditions, and shall ensure that such employees, agents or subcontractors do not use or disclose such confidential information other than as is necessary to perform its obligations to provide Supplied Goods to Buyer.

16.4 If Supplier is required by any law, regulation or court order to disclose any such confidential information, it shall immediately notify Buyer and use all available efforts to resist such disclosure, or if such resistance is unsuccessful, to obtain a protective order.

16.5 Upon the request of Buyer, Supplier agrees to return to Buyer all information, including all copies thereof, confidential or otherwise, related to the Terms and Conditions.

16.6 Without obtaining the prior written consent of Buyer, Supplier shall not advertise or publish the fact that Supplier has contracted to furnish Buyer Supplied Goods, or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials.

16.7 The confidentiality requirements in this Section 16 shall be maintained for the duration of performance under the Purchase Order and for a period of five (5) years thereafter.

## **17. Termination**

17.1 Buyer reserves the right to revoke its offer or terminate a Purchase Order without liability to Supplier at any time before Buyer receives actual notice of Supplier's acceptance.

17.2 Buyer reserves the right to terminate any Purchase Order, in whole or in part, at any time before delivery upon four (4) weeks' written notice and without liability, whereupon Supplier shall: (a) discontinue all work on the Purchase Order; and (b) upon request by Buyer, transfer title and deliver all finished goods, work in process and/or raw materials which Supplier produced or acquired in connection with such Purchase Order. Such termination shall not constitute a default by Buyer. In the event of termination under this Section 17.2, Supplier shall be reimbursed for (a) the Purchase Order price for all finished goods or performed services which conform to the Purchase Order and are delivered to Buyer, and (b) Supplier's reasonable actual cost of work in process or raw materials which Supplier produced or acquired in connection with such Purchase Order and which Supplier cannot reasonably use in its operations within ninety (90) days after the date of termination. Supplier shall furnish any claim for reimbursement of costs within thirty (30) days after termination or any such claim shall be deemed to have been waived. Supplier shall not be paid for any work performed after receipt of the notice of termination, or for any costs which Supplier could reasonably have avoided or that were not authorized pursuant to a valid Purchase Order or material release by Buyer. Buyer's obligation to Supplier upon termination under this Section 17.2, if any, shall be limited to the express provisions of this Section. Without limiting the foregoing, in no event shall Buyer be liable for any lost profits, cancellation charges, or incidental or consequential damages.

17.3 Buyer may terminate the Purchase Order with immediate effect and without liability by giving written notice to Supplier if:

17.3.1 Supplier commits a material breach of the Purchase Order and/or these Terms and Conditions;

17.3.2 any distress, execution or other process is levied upon any of the property or assets of Supplier;

17.3.3 Supplier makes any composition or arrangement with creditors or has a receiver appointed in respect of all or part of its undertaking, property or assets;

17.3.4 Supplier enters into bankruptcy, liquidation, administration, a corporate voluntary arrangement or any similar event;

17.3.5 Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;

17.3.6 Supplier's financial position deteriorates to such an extent that, in Buyer's opinion, Supplier's capability to adequately fulfil its obligations hereunder has been placed in jeopardy;

17.3.7 Supplier is unable to pay its debts as and when they fall due;

17.3.8 there is a change of control of Supplier (within the meaning of section 840 of the Income and Corporation Taxes Act 1988).

17.4 In the event of termination under Section 17.3, Buyer shall not be liable to Supplier for any amount, except for conforming Supplied Goods that have been delivered to Buyer prior to termination, and Supplier shall be liable to Buyer for all damages sustained by reason of Supplier's default which gave rise to the termination.

17.5 Subject to Section 19.2, Supplier may not terminate any Purchase Order once accepted and at all times must continue to deliver the Supplied Goods in accordance with the Purchase Order.

17.6 Termination of the Purchase Order, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

**18. Ethics/Conflict of Interest**

18.1 In its performance of the Purchase Order, Supplier, its employees, officers, directors, agents, representatives, sub-contractors and consultants shall adhere to business practices that are in accordance with the letter and spirit of all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption (including, but not limited to, the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010) as well as Buyer's Global Anti-Corruption Policy, the Code of Conduct, the Social Compliance Policy (all as can be accessed at [www.trimascorp.com](http://www.trimascorp.com)) and the following ethical principles:

18.1.1 All transactions in connection with the Purchase Order shall be accurately reflected in Supplier's records. Buyer or its designee shall have the right, at any time during the term of the Purchase Order and for a period of two (2) years thereafter, to audit Supplier's financial and other books and records relating to its performance under the Purchase Order.

18.1.2 Supplier shall not offer, promise or pay any money, gift, loan, gratuity or anything else of value, either directly or indirectly, to any person for the purpose of influencing decisions or actions with respect to Buyer's business.

18.1.3 Supplier shall promptly report to Buyer any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Purchase Order.

18.1.4 Supplier shall conduct its activities hereunder so as to avoid loss or embarrassment to Buyer due to any real or apparent conflict of interest, and to require that all sub-contractors comply with such policy in connection with the Purchase Order.

18.1.5 Buyer shall have the right to immediately terminate the Purchase Order, without any penalty, liability to Supplier for any fees, reimbursements or other compensation under the Purchase Order or obligation to pay damages, in the event that Buyer should receive information which, in its sole discretion, it determines to be evidence of a violation of the business practices mentioned in this Section by Supplier, its employees, officers, directors, agents, representatives, sub-contractors or consultants, and Supplier shall defend and indemnify Buyer for any third-party loss, cost, claim, or damage resulting from the breach of this Section and Buyer's termination of the Purchase Order.

18.2 Supplier also agrees to participate in diligence by Buyer or its designated third party, including but not limited to Trace International. Supplier shall also respond to any requests for information related to Buyer's compliance with the Conflict Minerals Rule, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other law that impacts Buyer's relationship with Supplier.

18.3 Supplier warrants and represents that neither Supplier nor any of its shareholders, partners, directors, officers, employees, representatives, or agents, or any other person who may exercise control over the business or operations of Supplier, has received any notice, subpoena, demand, or other communication (whether oral or written) from any governmental authority at any time in the last five (5) years regarding Supplier's actual, alleged or possible violation of, or failure to comply with, any anti-bribery and anti-corruption laws and, to its best knowledge, Supplier is not now, and has not been at any time in the last five (5) years, the subject of any governmental investigation, audit, suit, or proceeding (whether civil, criminal, or administrative) regarding its violation of, or failure to comply with, any anti-bribery and anti-corruption laws.

18.4 Supplier warrants and represents that neither Supplier nor any of its shareholders, partners, directors, officers, employees, representatives, or agents, or any other person who may exercise control over the business or operations of Supplier, has received any notice, subpoena, demand, or other communication (whether oral or written) from any governmental authority at any time in the last five (5) years regarding Supplier's actual, alleged or possible violation of, or failure to comply with, any anti-bribery and anti-corruption laws and, to its best knowledge, Supplier is not now, and has not been at any time in the last five (5) years, the subject of any governmental investigation, audit, suit, or proceeding (whether civil, criminal, or administrative) regarding its violation of, or failure to comply with, any anti-bribery and anti-corruption laws.

## **19. Miscellaneous Provisions.**

19.1 Assignment and Subcontracting. Supplier shall not assign, transfer or charge, in whole or in part, any Purchase Order or delegate the performance of its duties under any Purchase Order or these Terms and Conditions without the prior written consent of Buyer. Any assignment or sub-contracting without the previous written consent of Buyer, at the option of Buyer, will cancel any outstanding Purchase Orders. If Buyer agrees to Supplier sub-contracting the performance of its duties hereunder, in whole or in part, Supplier will remain solely liable to Buyer for the

adherence of the sub-contractor to the Purchase Order, these Terms and Conditions and the performance of the duties hereunder. Buyer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations hereunder.

19.2 Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if caused by an act of God, fire, , earthquake, , riot, civil commotion, natural disaster or extreme adverse weather condition, war, insurrection, terrorist attack or threat of terrorism, ("Force Majeure Event"). Written notice of the delay, including the anticipated duration of the delay, must be given by the non-performing party within ten (10) days of the event. Buyer reserves the right to defer the date of delivery or payment or to cancel any Purchase Order or reduce the quantity of Supplied Goods if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event. During the period of any delay or failure to perform by Supplier, Buyer, at its option, may purchase Supplied Goods from other sources and reduce its requirements from Supplier by such quantities, without liability to Buyer, or cause Supplier to procure the Supplied Goods from other sources in quantities and at times requested by Buyer and at the price set forth in the Purchase Order. If requested by Buyer, Supplier shall, within five (5) days of such request, provide adequate assurance that the delay shall not exceed a period of time that Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Supplier does not provide adequate assurance that the delay will cease within the time period, Buyer may, among its other remedies, immediately cancel the Purchase Order and seek damages against Supplier for non-performance.

19.3 Limitation of Buyer's Liability. In no event shall Buyer be liable to Supplier for anticipated profits or for incidental or consequential damages. Buyer's liability for a claim of any kind or for any loss or damage arising out of or in connection with or the Purchase Order and/or these Terms and Conditions, or from any performance or breach, shall in no case exceed the price allocable to the Supplied Goods giving rise to the claim. For the avoidance of doubt, nothing in these Terms and Conditions shall limit or exclude Buyer's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) any matter in respect of which it would be unlawful for Buyer to exclude or restrict liability or (iv) any deliberate personal repudiatory breach of these Terms and Conditions by Buyer, its employees, agents or subcontractors.

19.4 Duty Drawback Rights. For the avoidance of doubt, the Purchase Order includes all related customs duty, excise, import drawback rights and other similar charges and rights, if any, which Supplier can transfer to Buyer, including rights developed by substitution and rights which may be acquired from Supplier's suppliers. Supplier agrees to inform Buyer of the existence of any such rights and upon request shall supply documents as may be required to obtain the drawback.

19.5 Relationship of Parties. Supplier and Buyer are independent contracting parties and nothing in these Terms and Conditions shall make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

19.6 Remedies and Injunctive Relief. The rights and remedies of Buyer in these Terms and Conditions are cumulative with, and in addition to, all other and further remedies provided in law or equity.

19.7 Customs-Trade Partnership Against Terrorism. To the extent that any Supplied Goods covered by these Terms and Conditions are to be imported into the United States of America, Supplier shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customer-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Supplier shall certify in writing its compliance with the C-TPAT initiative.

19.8 Continuing Obligations. The obligations of Supplier under Sections 4, 5, 10.4, 11, 12, 14, 16, 19.3, 19.6, 20 and 24 shall survive the expiration, nonrenewal or termination of any Purchase Order.

19.9 Amendment. No modification of the Terms and Conditions including by the introduction of any additional terms and conditions) will be binding on Buyer unless approved in writing by one of Buyer's authorized representatives.

19.10 Waiver. A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**20. Notices.** (a) Any notice or other communication given to a party under or in connection with the Purchase Order and/or these Terms and Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Section, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail. (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in paragraph (a) above, if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day (being a day other than a Saturday or Sunday or public holiday when banks in London are open for business) after transmission. (c) The provisions of this Section shall not apply to the service of any proceedings or other documents in any legal action.

**21. Third Party Rights.** A person (other than a permitted assignee and an Indemnitee for purposes of Section 12.1) who is not a party to the Purchase Order (which incorporates these Terms and Conditions as specified in Section 1) shall not have any rights under or in connection with it and the parties do not intend that any term of the Purchase Order (which incorporates these Terms and Conditions as specified in Section 1) will be enforceable under the Contracts (Rights of Third Parties) Act 1999 and the consent of such permitted assignee and the Indemnitees



shall not be required to rescind, vary or terminate the Purchase Order (which incorporates these Terms and Conditions as specified in Section 1) or these Terms and Conditions.

**22. Severability.** (a) If any provision (or part of any provision) is or becomes invalid or unenforceable under any law, that provision or part-provision shall, to the extent required, be deemed to be deleted and (b) if any invalid, unenforceable or illegal provision of these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**23. Entire Agreement.** A Purchase Order and these Terms and Conditions shall constitute the entire agreement between the parties with respect to its subject matter, and shall supersede all prior and contemporaneous agreements, representations, and understandings of the parties with respect to its subject matter and: (a) neither party has entered into the contract arising as a consequence of the Purchase Order and these Terms and Conditions in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Purchase Order or these Terms and Conditions; (b) the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the contract arising as a consequence of the Purchase Order and these Terms and Conditions and which is expressly set out in the Purchase Order and these Terms and Conditions will be for breach of contract; and (c) nothing in this Section 23 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

**24. Applicable Law and Jurisdiction.** These Terms and Conditions and the Purchase Order and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions and/or the Purchase Order.