

TERMS AND CONDITIONS OF SALE

1. Acceptance of Quotation, Entire Agreement, Authorized Officer, and Modification.

A. Each quotation, including revisions to quotations, supplements, and amendments ("Quotation") issued by Cadillac Casting, Inc. ("Seller") offering to sell goods and/or services to the Buyer (defined below) is governed by these terms and conditions of sale ("Terms and Conditions of Sale"), and these Terms and Conditions of Sale are fully incorporated into and made a part of each Quotation.

B. The term "Quotation," "the Quotation," or "a Quotation" refers to a quotation issued by Seller to Buyer. These Terms and Conditions of Sale are incorporated in each and every Quotation regardless if the Quotation references them. The term "Goods" refers to all goods and products (tangible and intangible) and all services to be provided under a Quotation or that are otherwise the subject matter of a Quotation. The term "Buyer" refers to the entity to which a Quotation is addressed. If any affiliate, successor, assignee, or other entity that is not addressed in the Quotation attempts to accept a Quotation, Seller may, in its sole discretion, elect to treat the Quotation as accepted and that entity will be the Buyer for all purposes, otherwise the Quotation is null and void.

C. A Quotation is an offer to sell. Under no circumstances may a Quotation be construed as an acceptance of any offer or proposal issued by Buyer. Any offer or proposal made by Buyer is specifically rejected. A Quotation is the sole offer regarding the Goods; Seller does not accept any offer by way of performance.

D. Any acceptance of a Quotation will be strictly limited to the terms of the Quotation and these Terms and Conditions of Sale. Any and all different or additional terms and conditions included in or referred to by any acceptance are excluded and will not become part of the agreement between Buyer and Seller. Buyer accepts the Quotation, including these Terms and Conditions of Sale, by (i) accepting the Quotation in writing, (ii) issuing a purchase order or other writing requesting that Seller commence work, produce and/or deliver the Goods, (iii) accepting delivery of the Goods, or (iv) any other conduct that recognizes the existence of a contract with respect to the Goods. Any purchase order issued by Buyer to Seller for the Goods referenced in a Quotation is an acceptance of the Quotation and these Terms and Conditions of Sale, whether or not the purchase order purports to be an offer or an acceptance, and whether or not the purchase order purports to restrict the agreement to the terms contained in the purchase order. No other or additional terms contained or referenced in the purchase order will apply. If Buyer disagrees with any item in the Quotation, including any item in these Terms and Conditions of Sale, Buyer must identify the items in disagreement and negotiate a mutually acceptable agreement with Seller. Seller will not be bound to any modifications except as specifically set forth in Section 1.G. below. Once accepted by Buyer as set forth above, the Quotation and these Terms and Conditions of Sale constitute the binding agreement and contract between Buyer and Seller for the purchase and sale of the Goods. Buyer and Seller agree to be bound by the Quotation and these Terms and Conditions of Sale. Buyer agrees to execute any purchase order acknowledgment sent to Buyer by Seller acknowledging a purchase order issued by Buyer but expressly stating that these Terms and Conditions of Sale govern. The Terms and Conditions of Sale will govern

regardless if such a purchase order acknowledgment is sent by Seller or acknowledged in writing by Buyer.

E. Each Quotation, together with these Terms and Conditions of Sale, and the attachments, exhibits, specifications, and supplements specifically referred to in the Quotation, are intended by Seller and Buyer as a complete and exclusive statement of the terms of their agreement and supersedes all prior agreements, written or oral. No course of prior dealings between Seller and Buyer and no usage of the trade may be used by Buyer to supplement or explain any term used in a Quotation or these Terms and Conditions of Sale. Any terms or conditions included on any purchase order, acknowledgement, correspondence or any other writing from Buyer are expressly not incorporated into a Quotation and will have no force or effect whatsoever.

F. Each Quotation and any other writing, representation, waiver, warranty, agreement, or modification of any kind relating to the Quotation or the Goods is binding on Seller only if contained in writing and signed by an authorized officer of Seller ("Authorized Writing"). Except for a Quotation, a signature block contained on email correspondence or similar electronic communications does not constitute an Authorized Writing. With respect to a Quotation only, a signature block of an authorized officer of Seller contained on email correspondence with an attached Quotation constitutes an Authorized Writing.

G. Any modification of these Terms and Conditions of Sale must be expressly stated in an Authorized Writing expressly referring to the Quotation and evincing Seller's intent to modify the terms of the Quotation. No oral modification or modification by email correspondence will be binding on Seller. While Seller may accommodate Buyer's requests regarding delivery, packaging, manner of invoicing, changes, providing information, or other matters, none of these accommodations create any binding obligation on Seller. Seller's failure to accommodate Buyer's requests will not excuse Buyer from full performance of its obligations under any Quotation and these Terms and Conditions of Sale. No change, amendment, or modification is binding on Seller without an Authorized Writing. Any change, amendment, or modification is subject to these Terms and Conditions of Sale, and no inconsistent or additional terms are binding on Seller, except as agreed by Seller as set forth in this Section 1.G.

2. Pricing and Payments.

A. Buyer agrees to pay for all deliveries when due. Unless specified otherwise on the face of a Quotation, all payments are due 30 days after delivery of Goods.

B. Seller may, but is not required to, deliver invoices to Buyer or participate in an invoicing or payment system at Buyer's request. In no event are Buyer's payment obligations dependent on Seller's delivery of invoices or participation in any invoicing or payment system, and Buyer will continue to be responsible for full and timely payment if Seller refuses or ceases participation in any such system.

C. Pricing includes only those items specifically referenced on the face of a Quotation. Seller is not responsible for any other or additional costs, including but not limited to delivery, packaging, taxes, and transportation costs unless the Quotation states otherwise. Seller has a monthly surcharge in place for steel scrap, alloys and energy which will apply in addition to the proposed base prices, and Buyer is responsible for all of these additional costs.

D. Manufacturing, sales, and excise taxes, including all federal, state and local taxes, if any, are payable by Buyer. All custom duties, tariffs, and other charges are payable by Buyer. The prices stated in a Quotation are based on Seller's cost under existing laws and regulations. If Seller's cost is increased at any time for any reason, including for steel scrap, alloys and energy, or by any tax, regulation, statute, act, ordinance or otherwise, the prices will be adjusted to fully compensate Seller for the increased costs.

E. Buyer's obligation to pay Seller for each delivery is an independent obligation, not contingent on any other debts, liabilities, defaults, claims, or actions. Buyer may not setoff or delay any amounts owing to Seller for any reason. If Buyer disputes any amount claimed as due and owing by Seller, Buyer will pay all undisputed amounts to Seller as they become due and owing. Seller has no obligation to deliver any Goods if any amount due and owing remains unpaid by Buyer regardless if it is in dispute.

3. Design and Approval of Samples.

Seller will provide Goods in accordance with specifications referenced on the face of the Quotation or as otherwise approved by Buyer and accepted by Seller in an Authorized Writing. Seller is not obligated to meet any standard or specification except as agreed by Seller in an Authorized Writing. Buyer is fully responsible for design approval and must pay for any Goods that meet the specifications.

4. Delivery.

A. Unless otherwise specified on the face of a Quotation or in an Authorized Writing, Seller will make all Goods available for pickup FCA Seller's facility located at 1500 Fourth Avenue, Cadillac, Michigan. Buyer is responsible for any storage costs and any other costs and labor incurred by Seller if Buyer fails to timely accept delivery and remove the Goods as scheduled. Regardless if Seller arranges for transportation of the Goods, title and risk of loss transfer to Buyer at the time the Goods are loaded into transport at Seller's facility. Buyer obtains no interest in the Goods until title transfers.

B. If Seller has agreed in a Quotation or an Authorized Writing to deliver the Goods to Buyer at Seller's cost, Buyer is responsible for any and all increases in shipping, transportation, customs and related costs.

C. Buyer will bear the costs of any premium or expedited shipping.

5. Acceptance of Goods, Defective Goods, Warranty.

A. Buyer accepts all Goods at the point of delivery. Buyer agrees to inspect all Goods immediately upon receipt and to provide notice of any rejections and proof of non-conformity within 15 days after receipt of the Goods. Acceptance is irrevocable if Buyer makes any modification to the Goods, including incorporating the Goods into any other good, part, assembly, or component. Buyer's right to reject Goods expires upon the earlier of (i) 15 days after receipt of the Goods, (ii) Buyer's modification of the Goods, (iii) incorporation of the Goods into other goods, parts, components, or assemblies, or (iv) delivery of the Goods to any other entity. Failure by Buyer to provide timely notice constitutes an irrevocable waiver of any right to reject the Goods for any reason. Upon any of the foregoing, Buyer irrevocably waives the right to reject any Goods with hidden

defects. Seller is not responsible for any containment, sorting or other costs incurred by Buyer. At Seller's direction, any rejected Goods must be returned to Seller at Buyer's cost in accordance with Section 7.

B. Seller agrees to replace or issue credit for, at Seller's option, all defective Goods timely and properly rejected as set forth above. Seller is not responsible for the cost of labor or charges of any kind incurred by Buyer or any third party, including sorting or transportation costs and other losses resulting from defective Goods.

C. Other than as set forth in these Terms and Conditions of Sale, Seller makes no representations or warranties, whether express or implied by operation of law, course of dealing, course of performance, usage of trade or otherwise including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose, all of which are expressly waived by Buyer.

D. Under no circumstances does any warranty attach or apply to any Goods which have been altered, modified, or incorporated in any other items after delivery by Seller. Seller is not responsible for any losses, damages, or costs related to the use, alteration, or modification of the Goods after delivery by Seller.

6. Releases and Quantities.

A. Unless otherwise stated on the face of a Quotation, Buyer agrees to buy and Seller agrees to sell the minimum quantity of Goods stated on the Quotation.

B. Deliveries of Goods will commence as soon as Seller's schedules permit after approval of samples by Buyer, if such samples are requested by Buyer. Releases will be made according to reasonable release schedules issued by Buyer. Buyer must issue release schedules with sufficient lead time, as determined by Seller. Buyer is responsible for ascertaining acceptable lead times from Seller. Buyer agrees that Seller may rely on, and Buyer will be bound by, all of Buyer's releases and release schedules, whether or not they are labeled as forecasts or contain any other limiting terms. If Buyer has provided estimated requirements for the Goods or if the Quotation states an estimated volume of the Goods, Buyer's releases will not deviate more than 15% above or below such estimates, except as permitted in an Authorized Writing issued by Seller. If Buyer's releases exceed a 15% deviation, Seller may either (i) ship the amount originally estimated by Buyer, whether that amount is greater than or less than Buyer's actual releases, or (ii) charge a modified price for the Goods as compensation for all costs and charges, including labor, overtime, administrative, capacity utilization or under-utilization, and overhead expenses. Buyer will be responsible for paying such costs and charges on the same payment terms applicable to the Goods under the Quotation and these Terms and Conditions of Sale.

C. If Buyer changes any release date or amount, interrupts delivery, or refuses to accept delivery, Buyer is responsible for all Seller's costs and expenses relating thereto.

D. Unless otherwise agreed to in a new Quotation or an Authorized Writing, any future order, future release, or re-orders for the Goods after the first shipment is governed by the Quotation and these Terms and Conditions of Sale, however, Seller is not obligated to supply any future orders, future releases, or re-orders unless Seller agrees in an Authorized Writing.

7. Warranty and Return Policy.

The Goods are warranted to be free from defects in materials or workmanship at the date of purchase by the Buyer. As Buyer's sole and exclusive remedy, Seller will, at its sole option, replace any Goods that fail to meet the specifications or offer a full refund of the purchase price for the Goods. No replacement or refund will be made unless a Return Material Authorization covering the Goods has been previously issued by the Seller's Quality or Production Control Department or otherwise contained in an Authorized Writing of Seller. Buyer will be responsible for the transportation costs.

8. Changes.

If Buyer makes any changes to the specifications, Buyer agrees to pay all costs and expenses relating to the changes, including all Seller's costs and expenses, including labor, overtime, extra material costs, obsolescence costs, administrative expenses, and overhead charges. No proposed changes in design, delivery, specifications, or other items are binding on Seller unless submitted to Seller in writing and approved by Seller in an Authorized Writing.

9. Termination.

A. Buyer may only terminate this agreement if Seller fails to deliver conforming Goods in accordance with Seller's obligations under these Terms and Conditions of Sale, and Seller fails to cure such default within 60 days after receipt by Seller of written notice of the default. Buyer's remedies for any default or breach by Seller are limited to money damages as set forth in Section 10.

B. Seller may terminate this agreement if Buyer defaults under any of its obligations set forth in a Quotation or these Terms and Conditions of Sale.

C. Any termination will not extinguish any obligations owed by Buyer to Seller under the Quotation for Goods already delivered or for Goods produced under a release issued by Buyer but not yet delivered. Upon termination, Buyer agrees to accept all such Goods and to pay, on delivery, the full price as set forth in the Quotation. Buyer further agrees to pay Seller's cost for all work in process and raw materials relating to Seller's performance under the Quotation. Buyer's obligations to indemnify and hold Seller harmless survive any termination of the Quotation.

10. Damages and Remedies for Default or Breach

In no event will Seller be liable for lost profits or any indirect, special, incidental, or consequential damages resulting from any breach or default under a Quotation or these Terms and Conditions of Sale. Seller's liability to Buyer for breach or default relating to any particular release is limited to the price of the Goods set forth in the release. Buyer waives any additional damages or remedies, including any right to injunctive relief.

11. Force Majeure.

In the event of fire, floods, accidents, government acts, pandemics, war, acts of terrorism, riots, strikes and other labor disputes, delays of carriers, increases in raw material costs, supply disruptions, die or machine breakdown, any interruption caused by an act or failure to act by Buyer, or any other extraordinary event beyond Seller's reasonable

control which prevents the manufacture, transportation, delivery, or acceptance of the Goods, Seller may, without any liability or penalty, delay delivery by written notice effective when transmitted to Buyer, until such event and consequences of such event of force majeure shall have terminated, or until Seller is reasonably able to perform despite the event of force majeure. Notwithstanding the foregoing, in the event that any such force majeure causes Seller to fail to deliver or otherwise perform under a Quotation for a period of 30 days, Buyer may temporarily employ an alternative source for the Goods to be provided hereunder, all without liability or obligation to Seller, until Seller provides notice that it is able to perform under the terms of the Quotation.

12. Indemnification

Buyer will indemnify, defend and save Seller and its employees, officers, directors, agents, and shareholders harmless from and against any and all losses, damages, liabilities, penalties, costs and/or expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in any way connected with, the Quotation, the Goods, or the business relationship between Buyer and Seller.

13. Confidentiality and Intellectual Property.

A. Notwithstanding any separate confidentiality and non-disclosure agreements, Buyer agrees to safeguard, preserve and maintain the confidential nature of all know-how, trade secrets and other confidential information disclosed to it by Seller. Buyer agrees to treat all information received by it from Seller as confidential unless the information is or becomes public knowledge without the fault of Buyer or Seller expressly states in an Authorized Writing that the information is not confidential. Buyer will not disclose or otherwise make available to third parties any customer data, drawings, models, patterns, samples, data, and similar items without an Authorized Writing issued by Seller. Buyer may disclose confidential information pursuant to the order of a court of competent jurisdiction provided Buyer first gives notice to Seller of the request or subpoena for the confidential information and Seller has a reasonable opportunity to challenge or limit the disclosure under applicable rules of civil procedure or court rules. Buyer agrees to include these confidentiality obligations to Seller in any and all contracts with Buyer's customers. The terms of this provision will survive the expiration or termination of a Quotation.

B. If the design or production of the Goods uses any patent, proprietary information, trade secrets, or know-how developed or owned by Seller, or licensed to Seller (collectively, "Seller IP"), Buyer agrees to not use Seller IP for any purpose other than those specifically agreed to by Seller in an Authorized Writing. Seller does not grant Buyer any rights in Seller IP for any other purpose, and in no circumstances may Buyer transfer any rights in Seller IP to any other person, successor, or assignee without Seller's consent through an Authorized Writing. Buyer agrees to take all necessary action to ensure that no other person uses Seller IP or claims an interest in Seller IP. Buyer also agrees not to, nor allow others to, (i) alter, modify, translate, or adapt the Seller IP or create any derivative works based thereon; (ii) decompile, reverse engineer, disassemble the Seller IP or otherwise attempt to learn the source code, structure or algorithms underlying any of the Seller IP; (iii) copy any Seller IP; (iv) assign, sublicense or otherwise transfer the Seller IP in whole or in part; (v) use the Seller IP except as expressly permitted in these Terms and

Conditions of Sale; (vi) disclose the Seller IP to any third party; (vii) rent, lease, lend, provide commercial hosting services or otherwise make the Seller IP available for value or (viii) knowingly take any action that would cause any Seller IP or its licensors and/or suppliers products to be placed in the public domain. If any other person is found to be using or claiming an interest in Seller IP as a result of Buyer's actions or inactions relating to design or production of the Goods, Buyer agrees to, at Seller's option, (i) prosecute claims against the user of Seller IP on behalf of Seller through counsel approved by Seller, (ii) reimburse Seller on a monthly basis for all Seller's costs in prosecuting the claims and protecting Seller IP, or (iii) reimburse Seller for either, at Seller's option, (a) the fair market value of the Seller IP, or (b) all losses and damages, including both lost profits and the costs and expenses incurred in developing the Seller IP.

C. If the Goods infringe, or are claimed to infringe, patents, copyrights, or any other intellectual property in connection with which claims are made against Seller, Buyer assumes full responsibility for activities of Seller in producing the Goods and will indemnify and hold Seller harmless from and against any and all losses, including, without limitation, expenditures made or incurred for judgments, settlements, reasonable attorneys' fees, litigation, investigation, negotiation, and any and all losses and disbursements directly or indirectly resulting therefrom.

14. No Waiver/Assignment.

The rights and remedies set forth in a Quotation and these Terms and Conditions of Sale are in addition to any other rights and remedies provided in law or equity. The failure by Seller to exercise any rights or remedies under a Quotation or these Terms and Conditions of Sale is not a waiver of any other rights or remedies. Buyer may not assign any agreement with Seller without Seller's prior written consent.

15. Financial.

Seller may perform credit checks with respect to Buyer. If requested by Seller, Buyer will timely provide to Seller, or its agents, its most current income statements, balance sheets, cash flow statements, and supporting data and schedules, including any banking documents and information, and will timely complete and return to Seller, or its agents, any financial health assessments or similar type of forms when requested by Seller.

16. Choice of Law and Jurisdiction.

Each Quotation and these Terms and Conditions of Sale will be governed by the laws of the State of Michigan without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Buyer and Seller agree that any and all disputes between them will be resolved by, and they each consent to, the exclusive jurisdiction and venue of the Wexford County, Michigan Circuit Court and the United States District Court for the Western District of Michigan, including for lawsuits seeking monetary relief or equitable relief. Buyer specifically waives any and all objections to venue in such courts.

17. Battle of the Forms Not Applicable.

Buyer and Seller agree that it is their intent that the battle of the forms Section 2-207 of the Uniform Commercial Code will not apply to a Quotation, these Terms and Conditions of

Sale or to any purchase order, or acceptance form of Buyer relating to a Quotation. It is the Buyer's and Seller's intent that these Terms and Conditions of Sale exclusively control the relationship of the parties, and in the event of any inconsistency between any purchase order or acceptance form sent by Buyer to Seller, that the Quotation and these Terms and Conditions of Sale alone will control.

18. Claims Limitations.

Any legal action or arbitration proceeding by Buyer under a Quotation or relating to the Goods must be commenced no later than 1 year after (i) the breach or other event giving rise to Buyer's claim occurs, or (ii) Buyer becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first. Seller must commence any legal action within the time permitted under the applicable statute of limitations.

19. Conflicts.

If any of these Terms and Conditions of Sale conflict with any term on the face of a Quotation, the term on the face of the Quotation controls. If any of these Terms and Conditions of Sale or a term on the face of a Quotation conflict with an Authorized Writing signed after issuance of a Quotation, the Authorized Writing controls. If any of these Terms and Conditions or a term on the face of a Quotation conflict with an Authorized Writing signed before issuance of a Quotation, the Quotation and these Terms and Conditions control unless the Authorized Writing clearly and expressly shows that Seller intended that the conflicting provision in the Authorized Writing would control.