

**STANDARD TERMS AND CONDITIONS OF SALE**  
Tiffin Parts, LLC (hereinafter "Company")

1. **PRICES:** All quoted prices in effect on the invoice date (unless quoted otherwise) or date of completion if shipment is deferred on Purchaser's instructions, are F.O.B. point of shipment unless specified, and are subject to change without notice.
2. **DELIVERY DATE:** All scheduled delivery dates are estimates based on a normal work load and all deliveries are subject to change without liability to Company.
3. **LIMITED WARRANTY:**
  - A. Company warrants its products to be free from defects in material and workmanship except: (i) when products have been modified and/or subject to improper handling, storage, installation, operation or maintenance; (ii) when an item is purchased by Company as a component part of the products, except to the extent to which such item or items are covered by the warranty, if any, of the original manufacturer; (iii) when an item which is a component part of the product has been furnished by Purchaser; and/or (iv) no warranty of a component part shall extend beyond the warranty period of the device in which such component part is incorporated.
  - B. **THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES OF ANY NATURE EXCEPT AS SET FORTH HEREIN.** Company's liability under its warranty is expressly limited to the repair, replacement, or refund of the invoice price of products which prove to be defective in materials or workmanship within a period of 180 days of delivery to Purchaser. The Company's obligation to repair or replace defective products or refund the invoice price constitutes agreed and liquidated damages for any breach of warranty by Company. Any claim by Purchaser made pursuant to Company's warranty must be made in writing. Company shall have the right to inspect the products claimed to be defective and shall have the right to determine the cause of such alleged defect. All products replaced or repaired by Company under its warranty shall be replaced or repaired F.O.B. Company's plant. **COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING CONSEQUENTIAL DAMAGES FOR INJURY TO ANY PERSON.**

Purchaser must notify Company, in writing, within ten (10) days from receipt of products of any defective product or Company shall have no obligation to correct such defect. Company shall have the option of re-inspection at Purchaser's plant or its own before allowing or disallowing Purchaser's claim. Defects that do not impair service shall not be a cause for rejection or recovery under any warranty. Purchaser assumes full responsibility for the use and application of the product made to the design agreed upon by Purchaser. Purchaser accepts Company's design and material selection and specifications in placing this order unless other specifications are agreed to in writing by both parties prior to the manufacture of product by Company.
4. **INDEMNITY:** Purchaser shall indemnify and hold Company harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney's fees asserted against Company, its agents, servants and employees arising out of or in any manner connected with the product or use of the product listed on the face hereof. This includes, but is not limited to, all claims and causes of action resulting from patent or trademark infringement, which are based, in whole or in part, from products manufactured to Purchaser's specifications.
5. **TERMS OF PAYMENT:** Payment shall be made to Company at its office in Tiffin, OH, or as directed by the Company and shall be due and payable as set forth on the face hereof. All dollar amounts are stated in U.S. dollars. Customer shall pay all invoices issued within thirty (30) days from the date of invoice. A late charge of the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law will be added to past due accounts until paid in full. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Company in collecting payment will be paid by Customer. Credit terms are at Company's discretion and are subject to change. If Customer becomes delinquent in the payment of any sum due, Company, after ten (10) calendar days from the date of written notice to Customer, shall not be obligated to continue performance under the Contract.
6. **SHIPMENT:** Unless otherwise specified herein, all shipments are F.O.B. point of shipment indicated on the front hereof. Company's responsibility terminates upon completion of products in good order and made available for delivery to a common carrier. The products, title thereto and any risk of loss, shall be considered transferred to the Purchaser upon availability for delivery to a common carrier. No claims for shortages, damages or failure in delivery, whether by common carrier, parcel post or otherwise, may be made by the Purchaser against the Company. In the absence of written shipping instructions from Purchaser, Company may ship the products freight collect to the Purchaser by any common carrier which it considers satisfactory or, if appropriate, in the opinion of the Company, by parcel post. Prices are based on bulk packaging, unless noted otherwise.
7. **CANCELLATIONS AND RETURN OF PRODUCTS:** No purchase order with respect to which Company has issued or indicated a sales confirmation may be cancelled or the manufacture of products thereunder suspended after the date of the sales confirmation without the written consent of Company. Company's consent may, at its option, be predicated upon a cancellation charge. Upon cancellation or suspension at the request of the Purchaser, Purchaser agrees to reimburse the Company promptly for all expenditures incurred by Company, including, but not limited to, material used, labor and engineering services, a proportionate share of direct manufacturing, engineering, selling, general and administrative expenses, and profits which would have been earned under the purchase order. In addition, the Purchaser shall also reimburse Company for any extraordinary costs and other expenses attributable to such suspension or cancellation. **NO PRODUCTS SHALL BE RETURNED TO COMPANY (WHETHER DUE TO CANCELLATION OF A PURCHASE ORDER OR FOR ANY OTHER REASON NOT THE FAULT OF THE COMPANY) WITHOUT PRIOR WRITTEN AUTHORIZATION FROM COMPANY.** An inspection and restocking charge on all returned items will, at Company's option, be required. Any request to return products shall include, in addition to other information reasonably requested by Company, a full description of the products, the date of the purchase order and Company's invoice number.
8. **PACKING AND CRATING:** Except as provide on the face hereof or as hereinafter provided, prices include packing for products destined within continental limits of the United States excluding Hawaii and Alaska. An additional charge may be made for crating and for export packing and crating.
9. **ITEMS FURNISHED BY PURCHASER:** Prices and delivery dates for products for which the Purchaser furnishes components, plans, patterns, tools or other items are based upon such items being received in usable condition within the required time, and in such quantities as may be required, with transportation charges prepaid to Company's plant. If defects are found in items furnished by the Purchaser, Company will notify Purchaser and may charge for additional expenses incurred and extend the delivery dates of the products as a consequence of such defects. Company assumes no responsibility for loss of or damage to items furnished by Purchaser where such loss or damage is due to circumstances beyond its control. Purchaser grants to Company a lien on all items furnished by Purchaser until such time as Company is paid in full for all amounts owed by Purchaser to Company.
10. **MISCELLANEOUS:**
  - A. None of the Standard Terms and Conditions of Sale herein may be added to, modified, superseded or otherwise altered except by a written instrument, signed by an officer of Company. Each shipment received by Purchaser from "Company shall be deemed to be upon the terms and conditions herein set forth, except as they may be added to, modified, superseded or otherwise modified as provided above, notwithstanding Purchaser's act of accepting or paying for the products or similar act of Purchaser.
  - B. Any typographical or clerical error herein is subject to correction.
  - C. This document and the sale of the products described herein shall be construed in accordance with the laws of the State of Illinois.
  - D. The submission of a quotation by Company in response to Purchaser's request does not constitute an expression of Acceptance of any term or condition which may have been set forth in Purchaser's request. The terms and conditions of sale set forth herein are the only terms and conditions applicable to the sale of the products described on the face hereof notwithstanding prior or, post sale, references.
  - E. Company will not be liable for any losses or delays resulting from fire, flood, storm, strikes or other circumstances beyond its control which affect its operations or the operations of its suppliers.
  - F. Company shall have the right to charge a service fee for reissuing invoices due to unauthorized discounts taken by Purchaser.
11. **INVOICE:** Where the Company does not issue either a quotation or a sales confirmation and ships products pursuant to Purchaser's purchase order, such sales shall be subject to Company Standard Terms and Conditions of Sales as set forth on the Company's invoice. Any additional or different terms or conditions of sale set forth in the purchase order or other communication from Purchaser are objected to by Company and shall not be effective nor binding unless assented to in writing by an officer of the Company.
12. **ASSIGNMENT:** Seller reserves the exclusive right to assign the proceeds of any order to a third party for any reason whatsoever.
13. **SEVERABILITY:** Each provision of these Term and Conditions is intended to be severable. If any term or provision hereof or any portion thereof, or the application thereof to any entity or circumstance shall be determined by a court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, such term, provision or application thereof shall be severed herefrom and shall not affect the validity of the remainder of these terms and conditions or the application of such term or provision to any other entity or circumstance.
14. **DEFAULT, ATTORNEY'S FEES:** Should Purchaser default on any obligation hereunder or become insolvent or make an assignment for the benefit of creditors or be subject to any reorganization or bankruptcy proceeding, or if Company shall deem it to be in its best interest to do so to protect it or the product against loss or damage or upon termination of this order for whatever cause or reason, then Company and its agents or representatives may, in addition to any other rights or remedies it may have under this order or at law or in equity, without notice or demand of liability or legal process, retain or otherwise repossess all or any part of the products thereof and/or items furnished by Purchaser; and Purchaser expressly waives all further rights to possession of said product and all claims for injury suffered through or loss caused by retention or repossession. If Company shall retain/repossess the product or shall institute any proceeding to recover any moneys due hereunder or to recover possession of the product or any part thereof or to enforce any term or condition hereof, Purchaser shall pay Company's cost incurred therein including Company's attorney's fees and all costs of suit. Company's rights hereunder are cumulative and not alternative.
15. **NOTICES:** All notices must be in writing and shall be deemed given: (i) when delivered personally; (ii) when delivered by facsimile if confirmation of receipt is obtained; (iii) five (5) calendar days after having been mailed registered or certified mail, return receipt requested, postage prepaid; and/or (iv) one (1) calendar day after having been mailed by overnight mail with a reliable express mail courier. Notices shall be addressed or delivered to the proper address of the Company and Customer.

16. FORCE MAJEURE: Except for the payment of money, neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by acts of God, natural disasters, strikes, acts of terrorism, war (declared or undeclared), riot or other civil disturbances, compliance with governmental laws or orders (including the FCC), delay or performance failure of third parties (including suppliers), or other events which are beyond the reasonable control of such party, provided that such party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible, and provided that the other party may terminate the Contract if such condition continues for a period of ninety (90) days without demonstration by the non-performing party of the ability to resume performance of its obligations within a reasonable period.

Effective Date  
June 1, 2009