

Safe Fleet Inc.
General Terms and Conditions of Purchase

GENERAL

These terms and conditions, together with all documents issued by Safe Fleet and its Affiliated Companies (together "Safe Fleet") and specifically referenced herein, whether in written or electronic form, comprise the Safe Fleet General Terms for Production Parts and Non-Production Goods and Services (hereafter the "Terms and Conditions"). The Terms and Conditions are issued on behalf of Safe Fleet as the "Buyer" and will apply to all production and non-production purchase orders, scheduling agreements, blanket purchase orders, tooling purchase orders, prototype purchase orders and other agreements, individually and collectively, ("Purchase Order(s)") issued to the Seller for production and non-production goods and services ("Goods"). The Terms and Conditions together with the Purchase Orders and, to the extent consistent therewith, terms memorialized in applicable Pre-Sourcing Nomination Letters, Target Agreements, Sourcing Involvement Letters or Award Letters signed by an authorized Safe Fleet representative ("Early Sourcing Documents"), represent the entire agreement between the parties in connection with Seller's sale of Goods to Buyer hereunder.

1. Acceptance

This Purchase Order ("PO") constitutes Buyer's offer to Seller and is subject to withdrawal at any time prior to communication of acceptance to Buyer. Acceptance by Seller shall be limited to the terms set forth herein, including such terms as may be included under Cause 2, and upon such acceptance, the terms set forth in this PO and included herein under Clause 2 shall constitute the entire agreement relating to the purchase of the goods or services ordered on the face hereof and shipment or delivery of said goods or performance of services by Seller shall be deemed to be acceptance of said terms in their entirety. Seller is hereby notified of Buyer's objection to any terms inconsistent herewith and to any additional terms proposed by Seller in accepting or acknowledging this PO and such terms shall not become a part of this agreement unless accepted in writing by Buyer. Neither Buyer's subsequent lack of objection to any such terms, nor the acceptance of goods or services ordered hereby, shall constitute or be deemed an agreement by Buyer to any such terms. This PO may only be accepted by Seller, and once accepted, Seller may not assign the agreement created thereby without Buyer's prior written consent. No changes, additions or modifications of any of the terms or conditions hereof shall be binding on Buyer unless in writing signed by an authorized representative of Buyer.

2. Incorporation of Terms

If this PO is for delivery of goods or performance of services under any existing contract, the terms thereof shall also apply and shall prevail if in conflict herewith in any respect unless otherwise indicated in writing by the Buyer. Furthermore, unless otherwise stated on the front of this PO, the terms of payment shall be 3% 10, Net 60 days.

3. Modifications

Prior to Seller's acceptance of this PO, Buyer may add, delete, or modify any term or condition in this offer, but must do so in writing, or orally followed by prompt written confirmation. Buyer may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any of the goods at any time. If such changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedule shall be made. Claims for equitable adjustment must be asserted by Seller within ten days of the change order; otherwise, no adjustment shall be made. Modifications by Buyer shall become part of this PO. Notwithstanding anything to the contrary contained in this PO, in the event Buyer is delayed or restricted in its ability to make use of the goods as originally contemplated by reason of any event beyond its reasonable control and without its fault or negligence, Buyer may postpone the delivery dates, cancel, terminate or modify this PO in whole or in part to such extent as is reasonable under the circumstances without any obligations or liability to Seller.

4. Supplier Quality and Development; Supplier Quality Manual; PPAP; IMDS

(a) Seller will conform to the Buyer's quality control standards and inspection systems, as specified in the Safe Fleet Quality Manual and all applicable Appendices, as well as applicable related standards and systems. Supplier Quality Manual and applicable appendices can be found at <http://www.safefleetsolutions.com/suppliers/309-safe-fleet-supplier-quality-manual/file>. Seller will participate in any supplier quality and development programs of Buyer and Buyer's customers that apply to the Goods described in a Purchase Order.

(b) Seller agrees to meet the full requirements of industry Production Part Approval Processes ("PPAP") as specified by Buyer and Buyer's customers and agrees to present this information to Buyer upon request and at the level requested, for all production parts requiring a PPAP Approval Process.

(c) Sellers providing Goods under a Purchase Order shall be required to successfully enter all required bill of material and material composition data into the International Material Data System ("IMDS") or into a Buyer approved alternative system prior to prototype submission, initial PPAP and PPAPs for subsequent design changes. Failure to successfully submit all information required by IMDS will prevent the Seller from receiving PPAP approval.

5. Inspections

Goods, materials, articles and services purchased hereunder are subject to Buyer's inspection and approval within a reasonable time, which in no case shall be less than 30 days, after delivery. If goods, materials, articles or services do not conform to applicable instructions, specifications, drawings or descriptions, said non-conforming goods, materials or articles may be returned at Seller's expense and Seller assumes the risk and agrees to be liable for all damages incurred by Buyer as a result of or in connection with the rejection. Payment shall not constitute an acceptance of the goods or services nor impair Buyer's right to inspect or any of its remedies.

6. Remedies

In addition to all other remedies provided to Buyer upon Seller's default hereunder, including the right to consequential damages, Buyer reserves the right to cancel and terminate any portion of this PO and/or any of its obligations hereunder, without further liability to Seller hereunder, if the goods or services or any part thereof described herein shall not conform to applicable specifications or to Seller's representations or warranties, express or implied, or if the goods or services, or any part thereof are not delivered or performed at the times at the places, in the manner, at the prices and in the quantities set forth on this PO, or if Seller otherwise breaches its obligations under the agreement created by this PO in any respect. However, Buyer at its option may accept the late or non-conforming goods or services and Seller will agree to an equitable adjustment in the price of those goods or services. Any acceptance by Buyer of late or non-conforming goods or services shall apply solely to such goods or services and shall not constitute or be construed as a waiver of any of the terms herein, or Seller's obligations hereunder, and shall not prejudice Buyer's rights or remedies concerning any other goods or services.

7. Force Majeure

Buyer may cancel any portion of this PO or any services hereunder if Buyer finds it impractical to accept such goods or services due to causes beyond its control, including without being limited to fires, floods, labor troubles, strikes, shortages of materials or labor breakdowns, act of God, or act of any Government. If Seller is unable to perform its obligations hereunder, Buyer may acquire from others such goods or services as Buyer may deem necessary and, at Buyer's option, the quantity of such goods or scope of the services ordered from Seller may be proportionately reduced, or Buyer may cancel the portion of this PO without any further liability.

8. Indemnity

Seller agrees that it shall, at its own expense, defend, indemnify and hold harmless Buyer and its customers, from and against any claim(s) for injury, death, property damage or infringement of any patent, trademark, copyright, trade secret or other right, which is/are caused or alleged to have been caused by the purchase, sale or use of Seller's products or services, and Seller shall pay all damages (whether direct, indirect, special or consequential), awards, interest, attorneys' fees and costs in connection therewith.

9. Applicable Law and Consent to Jurisdiction

This PO shall be interpreted and construed in accordance with the laws of the State of Missouri. Any action in regard to the agreement created hereunder or arising out of its terms and conditions shall be instituted and litigated in the courts of Missouri, and in no other. In accordance, the parties submit to the jurisdiction of the courts of Missouri.

10. Insurance

Seller shall maintain public liability, property damage and employer's liability and compensation insurance as well as protect Buyer from risks and from any claims under any applicable worker's compensation and/or occupational safety and health acts. Any person(s) furnished by Seller for the performance of work hereunder shall for all purposes be considered Seller's employees or agents.

11. Conformity with Government Regulations

Seller covenants and agrees to comply in the performance of this PO with all applicable federal, state and local laws, rules, regulations, and ordinances, including, without limitation, the applicable requirements of Sections 6, 7 and 23 of the Fair Labor Standards Act, as amended and of regulations and orders of the U.S. Department of Labor issued under applicable requirements of Executive Order 11141 and 11246, as well as the Rehabilitation Act of 1973, as amended, Occupational Health and Safety Act (OSHA), Hazardous Materials Transportation Act and Toxic Substances Control Act (TSCA) and regulations issued thereunder. Further, Seller warrants that all chemical substances furnished which are required or permitted to be reported to the U.S. Environmental Protection Agency (EPA), are listed as chemical substances in the EPA's current inventory listing. Seller agrees to indemnify, defend and hold Buyer harmless from any expense, loss, damage or liability resulting from the failure of Seller to so comply.

Section 1502 of the Dodd-Frank Act – Conflict Minerals imposes certain Securities and Exchange Commission (“SEC”) reporting requirements on publicly-traded companies whose products contain metals derived from minerals known as “Conflict Minerals”, which include gold, tin, tantalum, and tungsten, that originated from the Democratic Republic of Congo (“DRC”) or an adjoining country. Sellers are required to submit Conflict Minerals declarations forms for all current Goods and to amend such declarations for new and/or modified Goods sold in the future. For more information on the Dodd-Frank Act, please see the final rule at: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.

International Material Data System - Sellers providing Production Goods under a Purchase Order shall be required to successfully enter all required bill of material and material composition data into the International Material Data System (“IMDS”) or into a Buyer approved alternative system prior to prototype submission, initial PPAP and PPAPs for subsequent design changes. Failure to successfully submit all information required by IMDS will prevent the Seller from receiving PPAP approval.

12. Disclosure, Proprietary Information

Seller agrees to maintain all information regarding this PO, including the existence hereof, in confidence and not to disclose or reveal such information to third parties other than those employed by Seller who require such information for purposes in connection herewith.

13. Termination for Convenience

Buyer reserves the right to terminate this PO, or any part thereof, for any reason and at any time by giving Seller written notice. Upon notification of termination Seller shall protect all property in its possession in which Buyer has an interest, shall terminate all work and commitments related to this PO as quickly and effectively as possible, and shall provide written proof that such termination has been accomplished in a timely manner mitigating termination costs. Buyer shall pay Seller the percentage of the price corresponding to the percentage of the items provided prior to the notice of termination, less all amounts previously paid. Upon request, Seller shall deliver to Buyer all items paid for by Buyer. The foregoing states Buyer's entire liability from any such termination and Seller's exclusive remedy in such event.

14. Termination for Cause

Each of the following events shall constitute a material default by Seller for purpose of this PO: (a) any proceeding under the federal bankruptcy code by or against Seller or the appointment of a trustee for the benefit of creditors; (b) a refusal or failure of Seller to deliver the items in accordance with the agreed delivery schedule, or within a reasonable time if no time is specified; (c) assignment of all or any part of this PO without Buyer's consent; or (d) failure to perform any other material provision of this PO. In the event Seller does not cure any such cause within a period of seven (7) days after notice thereof, or such longer period as Buyer may authorize in writing, then Buyer may give written notice to Seller to terminate this PO or any part thereof. In the event of termination for default, Buyer shall not be liable to Seller for payment of any amount beyond the value of any items shipped or received and accepted by Buyer, less damages suffered by Buyer. Seller shall be liable to Buyer for any and all damages sustained by reason of such default.

15. Adequate Assurance

In the event that Buyer reasonably believes that there exists a substantial uncertainty as to Seller's ability to perform its future material obligations under a Purchase Order, Buyer may (in addition to any other rights and remedies) request written assurances from Seller as to its continued ability to perform such obligations. In the event Seller fails to provide Buyer with such adequate assurance, Buyer may treat such failure as a material breach and default of a Purchase Order and, in addition to Buyer's rights and remedies under law, Buyer may terminate the Purchase Order for cause. In the event that Buyer's request for adequate assurance relates to Seller's financial viability, Buyer may require Seller to (a) provide detailed financial statements (e.g., balance sheet, income statement, statement of cash flow) for the most recent calendar close; (b) identify any non-compliances under any line of credit or debt agreements, or any other material non-compliance that may impact Seller's credit rating or available credit; and/or, (c) provide access to information concerning any turnaround or restructuring activities that are planned or implemented by Seller to maintain its status as a going concern.

16. Severability

In the event that any one or more provisions of this PO shall contravene or be invalid under the laws of the particular jurisdiction where enforcement of such provision shall be sought, such contravention or invalidity shall not invalidate this PO, but this PO shall be construed as if the particular provision contravening, or invalidated by, such law had been omitted from this PO and the remaining provisions of this PO shall be construed to best implement the intent of the parties hereto.

17. Warranty

Seller expressly warrants and guarantees to Buyer, Buyer's successors, assigns and customers, and the users of Buyer's products, that all Goods delivered to Buyer will, during the Warranty Period defined below: (i) conform to the specifications, standards, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (ii) be free from defects in material and workmanship and shall be new and of the highest quality; (iii) be free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (iv) be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (v) be adequately contained, packaged, marked and labeled; and (vi) be manufactured in compliance with all applicable federal, state and local laws, regulations or orders as well as any applicable agency or association standards. All services performed by Seller shall be performed in a competent, workman like manner.

These warranties shall be in addition to all other warranties, express, implied or statutory. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing.

"Warranty Period" shall mean 18 months from the day of first use of the Goods by Buyer or acceptance by Buyer, whichever occurs later or as agreed to in writing, per paragraph 2 of these Terms and Conditions. Notwithstanding the expiration of the Warranty Period, Seller will indemnify and hold Buyer harmless with respect to the cost of any voluntary or involuntary recall campaigns and other corrective service actions that, in Buyer's reasonable judgment, are required to rectify non-conformities in the Goods that are the result of a breach of the foregoing warranties, or which would have been a breach of the foregoing warranty had the non-conformity been discovered during the Warranty Period, whether such recall campaigns are mandated by any

governmental entity, Buyer's customers or by the Buyer, or are of a significant nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

18. This PO must not be shipped or invoiced at prices higher than those shown hereon, unless Buyer has given prior written authorization.