

ELECTRO CHEMICAL FINISHING, INC.

STANDARD TERMS FOR SALES OF GOODS OR SERVICES

May 20, 2011

1. Formation of Contract. The terms set forth in this document are the sole terms for the sale of goods and services by Electro Chemical Finishing, Inc. ("Seller"), unless otherwise specifically provided for by Seller in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in the order or acknowledgment issued by a buyer of Seller's goods or services ("Buyer"), or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's signature on this form or by Buyer's submission of a purchase order in response to this document. Any contract made for the sale of goods or services by Seller is expressly conditioned on Buyer's assent to the terms stated in this document. Seller objects to any additional or inconsistent terms proposed by Buyer.

2. Price.

a. Exclusions. The price quoted by Seller does not include (i) all applicable taxes, including but not limited to local, state or federal sales, use, or excise taxes, (ii) any other products, services or work not specifically described in this document, and (iii) all shipping expenses. All excluded items shall be Buyer's responsibility. Buyer shall reimburse Seller on demand for any excluded items that the Seller may be required to pay.

b. Price Increases. The price quoted by Seller shall be subject to any price increases by Seller's after the date of the quotation to account for increases in Seller's costs. The price shall also be subject to increases to accommodate multiple shipments, in the event Buyer does not desire shipment at one time of all the goods covered by the quotation.

3. Payment Terms. Payment in full on all invoices is due thirty (30) days after Seller's invoice date. Invoices not paid within thirty (30) days shall have a service charge added to the amount due of one and one half percent (1 ½ %) per month. No cash discounts shall be allowed. Seller reserves the right to not produce and/or deliver goods at any time should Buyer fail to pay for goods previously ordered or goods subject to a current order in accordance with Seller's terms, and Buyer may not recover any damages from Seller resulting from Seller not producing and/or delivering goods in such instances.

4. Shipping. Unless otherwise indicated, all quoted prices are F.O.B., Seller's plant. Buyer is solely responsible for all shipping and insurance for the goods and shall bear all risk of loss or damage to the goods during transit. Freight may be prepaid by Seller at its option and added to the invoice. Buyer shall promptly inspect all goods received from Seller and promptly inform Seller of any defects before using the goods.

5. Limited Warranty and Disclaimer. Seller warrants to the original Buyer that the goods manufactured by Seller shall be free under normal use from defects in material or

workmanship, except for normal wear and tear, for a reasonable period of time not to exceed twelve (12) months from the date of shipment from Seller's facility. This warranty does not extend to future performance. This warranty does not cover any goods that have been misused, neglected, damaged or altered after leaving Seller's possession. Seller will repair or replace, at Seller's sole discretion, those goods that do not satisfy this warranty, but only if written notice of the defect is given to Seller by Buyer within thirty (30) days after Buyer's receipt of such goods. The determination of whether a defect exists shall be made solely by Seller. Buyer shall not return any goods to Seller until Seller has been provided a reasonable opportunity to inspect and sample the goods at the Buyer's premises to determine whether a defect exists and whether the goods should be repaired or replaced. Any shipping cost for returning defective goods shall be paid by Seller. Any goods returned to Seller shall be subject to a reasonable charge to cover Seller's cost of handling, restocking, and reconditioning the goods to return them to saleable condition.

DISCLAIMER

NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF BUYER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER.

6. Buyer's Design Responsibility. This Section shall apply to the extent that Seller's goods are produced according to Buyer's specifications. Buyer acknowledges that Buyer is not relying on Seller, nor does Seller have any responsibility, in any way for design or engineering with respect to the products or the adequacy of the specifications provided by Buyer. Buyer is solely responsible for determining whether to use any design, safety or other advice Seller may offer in the course of Seller's performance. Buyer shall defend, indemnify and hold Seller harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to actual attorney fees, incurred by Seller arising out of any claimed design or engineering defect relating to specifications provided by Buyer to Seller.

7. License Regarding Buyer's Specifications. Buyer grants to Seller an irrevocable nonexclusive royalty-free license to produce products pursuant to any specifications provided by Buyer. Buyer warrants that it has the authority to grant this license to Seller, and that neither the granting of this license nor Seller's manufacture of products produced according to Buyer's specifications will violate any agreement to which Buyer is subject, any patent or other intellectual property right to any party, or any applicable law.

8. Indemnification of Seller (General). Buyer shall indemnify, defend, and hold Seller and its shareholders, directors, officers, employees and agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by

Seller or its shareholders, directors, officers, employees and agents that are caused by any action of Buyer relating to the goods or services sold by Seller to Buyer.

9. Indemnification of Seller (Patents). Buyer shall indemnify, defend, and hold Seller and its shareholders, directors, officers, employees and agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition in connection with the manufacture, sale, or use of the goods sold to Buyer, except to the extent that any claim, liability, or expense arises solely from specifications developed by Seller.

10. Cure. If a shipment of goods is rejected by Buyer, Seller shall have the right to cure in any reasonable manner the error, defect, shortage or other nonconformity giving rise to the rejection.

11. Seller's rights for tools, equipment, and other items. Seller shall keep tools, equipment, and other items provided to Seller by Buyer in reasonable condition, ordinary wear and tear excepted. All shipping charges relating to tools, equipment, and other items provided to Seller by Buyer shall be Buyer's responsibility, and risk of loss during shipment of such tools, equipment, and other items shall be borne by Buyer. Seller may charge a storage fee for tools, equipment, and other items provided to Seller by Buyer which are left at Seller's place of business for more than ninety (90) days after Seller has completed the manufacturing and delivery of goods and/or services. Tools, equipment, and other items provided to Seller by Buyer (including but not limited to plating racks, cores, jigs, dies, gauges, fixtures, patterns, molds, prints, disks, and supplies) which are left at Seller's place of business for more than one hundred eighty days (180) after Seller has completed the manufacturing and delivery of goods and/or services shall be deemed to be Seller's property to use, sell, and/or otherwise dispose of at Seller's discretion.

12. Requirements for raw materials supplied by Buyer - It will be Buyer's responsibility to supply Seller at no charge additional quantities of components in excess of order requirements to account for Seller's quoted scrap and/or fall out pieces that may occur during Seller's processing of orders. The subject scrap percentage for each part number will be specified on the Seller's quotation to Buyer. ECF will not be responsible for additional parts supplied by Buyer as long as quantities are within the specific scrap or fall out percentage. ECF will be responsible for reasonable costs of components for quantities that exceed ECF's order and scrap quantity requirements. Reconciliation of parts supplied by Buyer for processing will occur on an annual basis, unless a shorter time frame is agreed to by both Buyer and Seller.

13. Buyer's responsibility for defective raw materials It is the Buyer's responsibility to supply Seller with defect free components for processing. Therefore, Buyer will pay Seller full price for goods that are processed by Seller that are deemed nonconforming, due to defects in Buyer supplied components.

Seller and Buyer agree that Seller shall have a security interest in Buyer's tools and equipment as security for payment of any sums owing from Buyer to Seller at any time for

any reason. Seller shall have the right to retain possession of all those items until full payment has been made, without affecting any other rights or remedies available to Seller.

14. Force Majeure. Any delay or failure of Seller to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond Seller's reasonable control, such as: acts of God; governmental actions; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; terrorist acts; failures or delays by Seller's vendors; shortage or interruption of material, labor, transportation or utility services; or court injunction or order.

15. Cancellation or Change. Except as otherwise agreed by Seller in writing, a sale of goods or services under this document is not subject to cancellation or change. The following terms shall apply to any cancellation approved by Seller in writing except as otherwise agreed in writing:

a. Any items completed at the time Seller receives a written cancellation notice from Buyer will be shipped and invoiced at the contract price.

b. Work on the balance of the order will be stopped as promptly as reasonably possible and Seller shall be reimbursed for all actual expenditures, commitments, liabilities and costs, determined in accordance with generally accepted accounting principles, made or incurred with respect to those items not completed, plus a profit of twenty-five percent (25%) on those expenses, less any net recovery to Seller on disposition of returned goods to others within a period of forty-five (45) days after the cancellation. In addition, Seller has the right to recover from Buyer all damages for cancellation, including but not limited to incidental, consequential and indirect damages and lost profits.

16. Insurance. Seller shall have no obligation to maintain insurance in excess of Seller's usual business needs as determined by Seller in its sole discretion. Buyer shall insure (a) the goods during shipment and afterward, and (b) Buyer's tools and equipment, against loss or damage.

17. Waiver. No right or remedy of Seller shall be deemed to have been waived or renounced, in whole or in part, unless that waiver or renunciation is supported by consideration and is in writing signed by Seller.

18. Confidentiality of Seller's Information. Any information disclosed by Seller to Buyer is confidential, and Buyer agrees not to use or disclose any of that information without Seller's prior written consent. Seller retains all patent, trademark and copyright rights to any intellectual property provided to Buyer. Buyer has no right to audit or otherwise review any of Seller's internal information, processes, or methods except as required by law.

19. Buyer's Default. Buyer is in default if any of the following occurs:

a. Buyer breaches, repudiates, or threatens to breach any term in the contract between Buyer and Seller, or any of the terms set forth in this document or in

any other agreement between Buyer and Seller, including but not limited to a failure to pay all sums when due;

- b. Insolvency of Buyer or filing of a voluntary or involuntary petition in bankruptcy with respect to Buyer;
- c. Appointment of a receiver or trustee for Buyer;
- d. Buyer's credit becomes impaired; or
- e. Execution of an assignment for the benefit of creditors of Buyer.

20. Seller's Remedies. In the event of Buyer's default, Seller may exercise any remedies available under applicable law, including but not limited to the following remedies:

- a. Seller may require payment in advance;
- b. Seller may suspend performance or cancel all or any part of the balance of any contract with the Buyer.
- c. Seller may recover possession of all goods provided to buyer by seller for which seller has not has been paid in full, it being expressly agreed that seller has a purchase money security interest in such goods until seller is paid in full for such goods; and
- d. Buyer shall reimburse Seller for all damages suffered due to Buyer's breach, including but not limited to incidental, consequential, and other damages, as well as lost profits, actual attorney fees, and court costs.

The remedies in this document shall be cumulative and in addition to any other remedies allowed to Seller under applicable law. No waiver by Seller of any breach or remedy shall be a waiver of any other breach or remedy.

21. Authority of Agents. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods or services sold, other than specified in this form. Any affirmation, representation or warranty is expressly excluded and unenforceable.

22. General.

- a. Compliance with Laws. Buyer warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to the performance of its obligations under this document.
- b. Setoff. In addition to any other remedy available to Seller at law or in equity, Seller has the right to deduct or setoff against any sums due to Buyer from Seller (whether or not arising from this contract) in order to reimburse Seller for any amounts due to Seller by Buyer (whether under this contract or otherwise).

c. Assignment. Buyer shall not assign its rights or delegate its duties under this document without Seller's prior written consent. Seller may assign to any third party its rights and obligations with respect to Buyer.

d. Entire Agreement and Amendment. This document contains all of the terms of the agreement between Seller and Buyer with regard to its subject matter and supercedes all prior oral or written representations, agreements, and other communications between Seller and Buyer. The contract evidenced by this document may be amended only by a writing signed by Buyer and an officer of Seller.

e. Severability. All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.

f. State Law. The sale of goods and services in accordance with this document shall be governed in all respects by the laws of the State of Michigan without regard to its conflicts of law principles.

g. Jurisdiction and Venue. Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in Kent County, Michigan. Buyer submits to the personal jurisdiction of any court within the jurisdiction of the United States District Court for the Western District of Michigan and any state court sitting in Kent County, Michigan, and waives all jurisdictional defenses to the laying of venue in such courts.

h. Notices. All notices and other communications provided for in this document shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party at its last known address or at such address as such party shall direct by providing notice pursuant to this Section.

i. Expenses and Fees. All expenses and attorneys fees incurred by seller in the collection of any amount from buyer shall be the obligation of, and shall be paid by, buyer.