

**CPK INTERIOR PRODUCTS INC.
PURCHASE ORDER TERMS AND CONDITIONS**

These Purchase Order Terms and Conditions (the “Standard Terms” are issued by CpK INTERIOR PRODUCTS INC. and its affiliates (as specifically indicated on the face of any Purchase Order, the “Buyer”) and will apply to and be a part of all Purchase Orders which reference these Standard Terms. The term “Purchase Order” means a particular purchase order and all raw material, fabrication, shipment and other releases and authorizations issued in connection with a purchase order, including without limitation material requirements releases (collectively “Releases”).

1. Agreement.

(a) A Purchase Order constitutes an offer by Buyer to purchase the goods or services specified on the face of the Purchase Order and in any attachments, schedules, exhibits, requests for quotations, designs or drawings provided to Seller. Acceptance by Seller of any Purchase Order is limited to acceptance of the express terms set forth in the Purchase Order and in these Standard Terms. Buyer objects to and rejects any proposal from Seller for additional or different terms, or any attempt by Seller to vary any of the terms of the offer which includes these Standard Terms. Unless proposed additions, differences or variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, such proposed changes shall not operate as a rejection of the offer made by the Buyer, but will instead be deemed a proposal for a material modification of the offer and the Purchase Order shall accordingly be deemed accepted by Seller without such additional, different or varied terms. If any Purchase Order and these Standard Terms are deemed to be an acceptance of a prior offer made by Seller, Buyer’s acceptance is expressly conditioned on assent to the additional or different terms and such acceptance is limited to the express terms set forth in the Purchase Order and these Standard Terms.

(b) Seller will be deemed to have accepted a Purchase Order by written acknowledgement of the Purchase Order or by commencement of work upon, shipment of any of the goods under, or providing services called for by the Purchase Order.

(c) Unless a Purchase Order requires Buyer to manufacture ship and/or provide a specified quantity of goods or services, the Purchase Order is a requirements contract under which Seller is required to supply Buyer’s requirements. Buyer’s requirements are determined by the needs of Buyer’s customers and such needs may change from time-to-time. Any projected or estimated volumes provided by Buyer to Seller (including forecasted volumes in any requests for quotation) are for planning purposes only and do not represent a commitment or obligation to purchase a specified quantity.

2. Term.

Unless otherwise expressly provided in a Purchase Order or in any other written agreement between Buyer and Seller, the term of a Purchase Order (the "Term") is for a one-year period commencing on the date set forth on the Purchase Order, even if pricing or price-related terms are provided for more than one year. If a Purchase Order or other written agreement between Buyer and Seller expressly provides for a Term greater than one year, the Purchase Order will be extended on a year-to-year basis during the stated period subject to (a) Seller meeting all of Buyer's requirements for service, quality, delivery and technology, and (b) the pricing remaining competitive, as determined in good faith by Buyer. Buyer will notify Seller in writing if pricing is not competitive and provide Seller a reasonable opportunity (not less than 10 business days) to meet competitive price(s). If Seller does not meet the competitive price(s), Buyer shall have the right not to extend the Purchase Order, without any further obligations or liabilities to Seller. Any good faith determination by Buyer as to price competitiveness under this Section 2 shall be conclusive. To determine if pricing is competitive, Buyer may seek quotes from third parties and/or Buyer's internal production facilities.

3. Multi-Year Pricing, Price-Related Terms, Payment Terms

(a) Any multi-year pricing and/or price-related terms set forth in a Purchase Order are firm commitments by Seller for the specified periods if the Purchase Order continues by its terms or is renewed or extended, but such pricing or price related terms do not define or otherwise modify the Term of the Purchase Order. Specified productivity improvements and price reductions are the minimum adjustments expected by Buyer, and committed by Seller, in the specified periods and do not necessarily represent competitive pricing for such periods.

(b) Seller will provide Buyer with pricing that is at least as low as the pricing Seller charges its other customers for the similar type of goods or services and in similar quantities, during the period of performance of each Purchase Order or six months before such period. Buyer shall not be responsible for taxes, duties, assessments or tariffs on account of any goods or services provided by Seller.

(c) If payment terms are not otherwise specified in a Purchase Order, Buyer's payment terms will be net 45 days for production parts and net 60 days for indirect goods or services from the date of receipt of a valid invoice or receipt of such goods or services. All tooling payment terms are net instant upon approval by Buyer of samples produced by the tool. Payment terms will be extended three business days for payments made by electronic funds transfer. Buyer must be notified by Seller of payment problems, including past due invoices or short payments, within 90 days of the date of the actual payment or the applicable payment due date(s). If Buyer is not timely notified of a payment problem in writing, Seller shall be deemed to have waived the right to assert a claim against Buyer related to the problem.

4. Supplier Manual.

Seller must comply with the terms of Buyer's Supplier Requirements Manual as modified from time to time (the "Supplier Manual"). The Supplier Requirements Manual is available at <http://www.cpkip.ca> and may also be obtained in writing CpK Interior Products Inc., 500 Laird Road, Guelph, Ontario, N1G 3X7. To the extent of any conflict or inconsistency between the Supplier Requirements Manual and a Purchase Order or other written agreements between Buyer and Seller, the Purchase Order and other written agreements shall govern and control.

5. Amendments and Revisions.

(a) Buyer may, at any time, by delivering to Seller a written change order, amendment or revision (a "Amendment"), change the quantity, design, specifications, delivery dates (including temporarily suspending scheduled shipments), processing, packaging and shipping instructions under a Purchase Order or in the case of engineering changes or price reductions otherwise agreed to by Buyer and Seller, the price. All Amendments must be in writing and signed by an authorized representative of Buyer and, unless otherwise provided, will be effective seven calendar days after mailing by Buyer.

(b) Seller shall not make any change in the price, payment terms, quantity, design, specifications, delivery dates (including temporarily suspending scheduled shipments), processing, packaging or shipping requirements under a Purchase Order, unless done pursuant to Buyer's written instructions or with Buyer's written approval.

6. Delivery, Shipping; and Risk of Loss.

(a) Time is of the essence in connection with all Purchase Orders. If delivery dates are not specified in a Purchase Order, Seller is to procure materials and fabricate, assemble and ship goods or provide services only as authorized in Releases issued by Buyer to Seller. Buyer may return over shipments to Seller at Seller's risk and expense for all packaging, handling, sorting and transportation. Seller is obligated to ship according to Buyer's Releases regardless of claims Seller may have for amounts owed by Buyer. If delivery dates are specified in a Purchase Order, Seller shall make deliveries in the quantities and at the times specified by Buyer. Even when a Purchase Order specifies delivery times, Buyer may change the rate of schedule shipments or direct temporary suspension of scheduled shipments, neither of which will entitle Seller to a modification of the price for goods or services covered by a Purchase Order.

(b) All shipments must be suitably packed, marked and shipped in accordance with all requirements for shipment by common carrier and in a manner to secure the lowest transportation cost (unless otherwise noted on the Purchase Order), and must comply

with any additional shipping requirements set forth in the Purchase Order. Seller will bear all expenses of boxing, packaging, crating and freight (to Buyer's "ship to" location set forth in the Purchase Order). Unless specifically indicated otherwise in the Purchase Order,

(c) If any delivery required of Seller is behind the schedule specified in the Purchase Order or any shipment release issued by Buyer, Buyer may elect to have such delivery made via expedited means, at Seller's expense.

(d) Regardless of the FOB terms set forth in a Purchase Order, risk of loss and responsibility for damage in transit is the sole responsibility and liability of Seller until goods conforming to the terms of the Purchase Order are delivered to and inspected and accepted by Buyer.

7. Inspection; Acceptance of Goods.

(a) Buyer may inspect goods during any stage of their manufacture, construction, preparation, completion or delivery. Buyer and Buyer's customers may enter onto Seller's premises during normal business hours (or after business hours upon reasonable request) to verify that the good covered by a Purchase Order conform to all specified requirements and Seller must provide all supporting documentation reasonably required by Buyer or Buyer's customers in the course of such inspection. At Buyer's request, Seller must also provide copies of production and quality test reports and related data.

(b) Buyer's payment for or receipt of the goods delivered under a Purchase Order does not constitute acceptance. Buyer has the right to inspect goods within a reasonable period after delivery. Buyer is not obligated to exercise its right of inspection prior to cutting, processing or altering any goods which are raw materials, and such action by Buyer will not constitute acceptance of such goods. If, in Buyer's judgment, any goods are defective or fail to conform to the terms of the Purchase Order, Buyer may reject such goods and return them or hold them for disposition, at Seller's expense. In the event Buyer accepts goods whose defect or nonconformity is not apparent on examination, Buyer reserves the rights to reject or revoke its acceptance of the goods, and in such event Buyer will have all of the rights and remedies with respect to the goods as if they have been initially rejected. Complaints, claims or notices of any defect or breach of a Purchase Order will be considered to be timely if made within 45 days after Buyer actually discovers or learns of the existence of a breach or defect.

(c) The following provisions will supplement, and not supersede, any other remedy available to CpK hereunder. Seller warrants that all goods delivered to Buyer will (1) conform to all specifications and samples previously provided, (2) be free from faulty design and defects in material and workmanship, and (3) be merchantable, safe and appropriate for the purpose for which goods of that kind are normally used.

When a supplier responsible nonconforming issue is identified a 3CPR will be initiated. A 3CPR provider that CpK has identified for the purpose of undertaking the required 3CPR project at each affected facility will be hired. Seller is responsible for all cost of the 3CPR sort. All suspect material at the Buyer Plant will be sorted by the 3CPR provider to establish a clean point and to ensure an uninterrupted supply of parts at the using plant. This initial containment and sort period should not exceed 2 business days. After the initial containment action the sort will be conducted at an offsite location. Seller will be charged an additional \$1,000 a day for sorts that are required at the using plant beyond 2 days for the handling and management of defective parts at the using plant. Seller is responsible to sort and contain defective material at their manufacturing facility. Upon establishing a clean point Seller must label all shipments of material as certified until CpK notifies the Seller certified labels are no longer required. Seller must identify the root cause and implement permanent corrective action. An 8-D corrective action form must be submitted by Seller and approved by Buyer.

8. Excusable Delays.

Any delay or failure of either party to perform its obligations will be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters and wars. Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources is deemed to be within Seller's control. Written notice of any excusable delay, including the anticipated duration of the delay, must be given by the nonperforming party as soon as possible but not later than ten (10) days after the event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its shipment releases to Seller by such quantities or have Seller provide the goods from other sources (if reasonably available) in quantities and at times requested by Buyer at the price set forth in the Purchase Order, with shipments by expedited means, if necessary, at Seller's expense. If requested by Buyer, Seller shall, within five (5) days after such request, provide adequate assurance that the delay will not exceed a period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel the Purchase Order without liability to Seller. Prior to the expiration of any labor contract of Seller that could affect the performance under a Purchase Order, at its expense Seller will take action to ensure the uninterrupted production of goods for or provision of services to Buyer for a period of 30 days during any anticipated labor disruption or slowdown resulting from the expiration of the labor contract.

9. Warranties.

(a) Seller expressly warrants that during the Warranty Period (as defined below) all goods delivered to Buyer will (1) conform to all specifications and samples previously

provided, (2) be free from faulty design and defects in materials and workmanship, and (3) be merchantable, safe and appropriate for the purpose for which goods of that kind are normally used. Seller acknowledges that it knows Buyer's and Buyer's customer's intended use of good to be sold under a Purchase Order, and that Buyer is relying on Seller's skill or judgment to select or furnish suitable goods, and Seller warrants that the goods will be fit for the particular intended purpose. Seller further expressly warrants that upon Buyer's receipt of any goods from Seller, the goods will be free and clear of all liens, charges, assessments and encumbrances and that good and merchantable title to the goods will vest in Buyer. All services performed by Seller will be performed in a competent, workmanlike manner and in accordance with industry standards. The warranties provided for in this Section 9 are in addition to all other warranties, express, implied or statutory, will survive Buyer's inspection, test, delivery, acceptance, use and payment, and inure to the benefit of Buyer, its successors and assigns, and Buyer's customers and the users of Buyer's or its customer's products. The warranties provided for in the Section 9 may not be limited or disclaimed by Seller. Buyer's approval of Seller's designs, materials, processes, drawings, specifications or the like shall not be construed to relieve Seller of any warranties, nor shall a waiver by Buyer of any required specification as to any particular goods constitute a waiver of any such requirements for the remaining goods to be delivered unless so stated by Buyer in writing.

(b) The "Warranty Period" means the longer of the following time periods: (1) 24 months from the day of first use of the goods by Buyer or acceptance by Buyer, whichever occurs later, and (b) if the goods are installed on new motor vehicles produced by Buyer's customers(s), the period will continue for the same period as the new vehicle warranty period offered by Buyer's customers to retail buyers in the country in which the vehicle is sold. For goods purchased by Buyer as service or replacement parts, the warranty period will be the greater of 12 months from delivery to Buyer's customer or the remainder of the original manufacturer's warranty period on the vehicle on which the part is installed as a service or replacement part. Seller may contact Buyer's representative for information regarding those countries in which vehicles incorporating good purchased from Seller will be sold. Notwithstanding the foregoing, Seller waives the stated expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a significant nature or on 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.

(c) If any of the goods supplied by Seller fail to meet any applicable warranties at any time during the applicable Warranty Period, Buyer may, at its option,

(1) require Seller at its own expense to promptly make such adjustments, alterations, repairs and replacements as may be necessary to cause the goods to conform with the warranties,

(2) elect to accept or retain any of the goods, subject to an appropriate adjustment to the purchase price of the goods, and/or (3) repair, adjust or alter any goods or parts thereof, or replace and return any goods or parts to Seller. In any event, Seller shall

promptly reimburse Buyer for any and all loss, damage and expense incurred by Buyer or Buyer's customer as a result of the delivery of nonconforming goods and the corrective action taken, including but not limited to, all costs of replacement, repair, alteration and adjustment, all packaging, transportation, insurance and handling charges, and all damages, whether direct, incidental or consequential.

10. Indemnification.

Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, customers, employees and all end users of goods incorporating the goods supplied by Seller, on demand, from and against any and all claims, demands, actions, causes of action, suits, costs, fee (including reasonable legal fees and costs), penalties, damages (consequential and otherwise) and all other liabilities and obligations ("Losses") arising out of or relating to:

(a) Personal injuries, damages or death to any natural person or damage to any property, including, without limitation, injuries, death or damage to Buyer, Seller, their agents, employees, or property, or any spill, discharge, or emissions of hazardous wastes or substances, which relate to in whole or in part to any manufacturing, design or other defect, failure to warn, improper handling, improper installation or other act or omission with respect to goods or services provided under a Purchase Order, including Losses caused by any subcontractor utilized by Seller;

(b) Any breach of any warranty made by Seller and any claim of any third party relating to the quality of any goods provided under a Purchase Order;

(c) Any breach of a Purchase Order or other agreement between Buyer and Seller;

(d) Any recall, retrofit or other corrective actions or campaigns in which Buyer or any of its customers participate involving or related to goods sold by Seller;

(e) Any patent, copyright, trademark or trade secret infringement, misappropriation or any other intellectual property claims related goods sold to Buyer or services provided by Seller under a Purchase Order, even if Seller has provided only a portion or part of the goods or services. Seller's obligations will apply even though Buyer furnishes all or any portion of the design or specifies any portion of the processing used by Seller. To the maximum extent permitted by applicable law, Seller's indemnification shall be applicable even as to Losses caused in whole or in part by an indemnitee's negligence, but shall not apply to the extent Losses are clearly shown to have resulted solely and directly from the gross negligence or willful misconduct of the indemnitee. At its option Buyer may participate in the defense of any indemnified claim with its own counsel, at Seller's expense. Seller's obligations under this Section 10 shall survive the termination, cancellation or expiration of the Purchase Order.

11. Seller-Owned Tools.

If a Purchase Order specifies that the tooling required to support productions under a Purchase Order is to be funded by Seller (“Seller-owned Tooling”), the following provisions shall apply:

(a) Seller acknowledges that the Purchase Order price for goods includes a cost element for Seller to recover the capitalization of Seller-owned Tooling. The Seller-owned Tooling will be properly maintained by Seller at its own expense for the term of the Purchase Order and any period Seller is obligated to provide service or replacement parts, unless otherwise specified in the body of the Purchase Order or another written agreement between Buyer and Seller.

(b) Unless expressly agreed to in writing by Buyer, Seller shall not use Seller-owned Tooling to produce goods for other customers, including aftermarket customers.

(c) In consideration of Buyer’s Purchase Order for goods to be produced using the Seller-owned Tooling, Seller grants Buyer an exclusive, irrevocable option to purchase Seller-owned Tooling by paying an amount equal to the outstanding discounted unrecovered cost at the time Buyer exercises the option. The term “discounted unrecovered cost” means the actual cost of the Seller-owned Tooling (without mark-up for profit or allocated overhead) minus the aggregate per-part amortization for all goods manufactured using the tools and delivered to Buyer, discounted for early payment based upon the remaining portion of the originally-quoted program life and a discount rate of twelve percent (12%) per annum. Buyer may exercise this option at any time and not just in the case of termination, expiration or cancellation of this Purchase Order. Upon exercise by Buyer of its option to acquire Seller-owned Tooling, at Buyer’s request, Seller will cooperate with Buyer’s removal of the property from Seller’s premises. If Seller finances any portion of the Seller-owned Tooling, Seller will obtain for Buyer the rights granted in this Section 11(c) from its financing source.

12. Dedicated Property.

In addition to Seller-owned Tooling, unless otherwise agreed to by Buyer, Seller shall, at its expense, furnish, keep in good condition, and replace when necessary all machinery and equipment and other items necessary for the production of the goods under a Purchase Order (“Dedicated Property”). Seller grants Buyer an exclusive, irrevocable option to purchase any or all of Dedicated Property by paying an amount equal to the lesser of net book value or fair market value less any amounts Buyer has previously paid Seller for the cost of such items.

13. Termination at Buyer’s Option.

(a) Unless a Purchase Order specifically states that this Section 13 does not apply, Buyer may terminate its purchase obligations under a Purchase Order, in whole or in part, at any

time by providing a written notice of termination to Seller. Buyer shall have the right to terminate a Purchase Order even if an excusable delay exists or if Seller is not in breach of its obligations under the Purchase Order.

(b) Upon receipt of a notice of termination, unless otherwise directed by Buyer, Seller shall (1) promptly stop all work under the Purchase Order; (2) transfer title to and deliver to Buyer or its designee all finished goods, work in progress, and parts and materials that Seller produced or acquired in accordance with the Purchase Order and which Seller cannot use in producing goods for itself or for others; (3) verify and settle all claims by subcontractors for actual costs that are rendered unrecoverable by the termination upon the subcontractors' delivery to Buyer or its designed of all finished goods, work in progress, and parts and materials which the subcontractors cannot use in producing goods for themselves or others; (4) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until Seller has received disposal instructions from Buyer; and (5) upon Buyer's reasonable request, cooperate with Buyer in resourcing production to a different supplier.

(c) Upon termination by Buyer under the terms of this Section 13, Buyer's sole and exclusive obligation to Seller shall be to pay Seller: (1) the Purchase Order price for all conforming finished goods shipped to Buyer and for any completed services; (2) Seller's and its subcontractors' actual cost of the work in process and parts and materials transferred to Buyer in accordance with subsection (b) above; and (3) Seller's actual cost of carrying out its obligations of subsection (b) above. However, in no event will Buyer's obligations for termination under this Section 13 exceed those Buyer would have had to Seller in the absence of termination. In a termination under this Section 13, unless otherwise agreed in writing, Buyer will have no obligation for and will not be required to make payments to Seller, directly or on account of claims by Seller's suppliers and subcontractors, for loss of anticipated profit, overhead, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capitalized costs, or general and administrative burden charges resulting from the termination of a Purchase Order.

(d) Seller will furnish to Buyer, within one month after the effective date of termination, Seller's proposed termination claim, which will consist exclusively of the permitted items list in Section 13 (c). Buyer may audit Seller's records, before or subsequent to payment, to verify amounts requested in Seller's termination claim.

14. Cancellation Based on Seller's Default.

Buyer may, at its option, cancel a Purchase Order without liability to Seller based on a default by Seller, including if: (1) Seller delivers goods that are defective or otherwise do not conform to the Purchase Order; (2) Seller fails to deliver any goods in accordance with the delivery schedule set forth in the Purchase Order or any Releases issued by Buyer; (3) Seller, within 10 days (or shorter period if circumstances so merit) after request by Buyer, fails to provide Buyer with adequate assurances of its ability to

perform under a Purchase Order; (4) Seller otherwise fails to comply with any of the terms of a Purchase Order; or 5) Seller is or becomes insolvent, files or has filed against it a petition under any bankruptcy or insolvency laws or if a receiver or trustee is appointed to take possession or control of Seller's business or a material portion or its assets. In addition, Buyer may, at its option, cancel a Purchase Order without liability to Seller by providing Seller written notice of cancellation at least 30 days prior to the effective cancellation date if (a) Seller sells, or offers to sell, a substantial portion of its assets used for the production of goods or provision of services for Buyer; (b) Seller sells or exchanges, or offers to sell or exchange an amount of its stock that would result in a change in the control of Seller; or (c) Seller fails to remain competitive with respect to quality, technology, delivery and pricing of the goods or services. Seller must notify Buyer no more than 10 days after entering into any negotiations for the sale or exchange of its stock or assets that could result in a change of control of Seller. Upon any cancellation by Buyer under this Section 14, Buyer shall be entitled to recover from Seller all damages, whether direct, indirect, special or consequential, and for all losses of every type resulting from Seller's breach or default.

15. Buyer's Property.

(a) All inventory, supplies and materials supplied by Buyer to Seller ("Inventory") and tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, ancillary products, returnable packaging, dunnage, containers and related drawings on technical information and other items furnished by Buyer to Seller including such items owned by Buyer's customers and provided to Seller by Buyer or its customers ("Tools") for use in manufacturing goods, or for which Seller has been reimbursed by Buyer (or Buyer's customers), shall be and remain the property of Buyer or Buyer's customers, as applicable. Seller bears the risk of loss of and damage to the Tools (excluding normal wear and tear) and Inventory even though Seller exercises reasonable care to preserve and protect such property. At its expense, Seller shall repair and maintain all Tools in good operating condition, normal wear and tear excepted. Seller shall also assume all risk of death or injury to persons and damage to property arising from use of Tools and Inventory. Seller shall:

(1) inspect and approve all Tools and Inventory prior to use; (2) properly house the Tools and Inventory on Seller's premises; (3) maintain the Tools and Inventory in good condition; (4) use the Tools and Inventory only for performance under a Purchase Order and not for production or services for any third party; (5) to the extent practicable, prominently mark the Tools and Inventory as property of Buyer or Buyer's customers, as applicable; (6) refrain from commingling the Tools and Inventory with the property of Seller or with that of a third party; (7) adequately insure the Tools and Inventory against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement value and naming Buyer as an additional insured; (8) take reasonable steps to ensure that the Tools and Inventory do not become subject to any liens or other claims; and (9) not move the Tools or Inventory to

a location other than that set forth in a Purchase Order without the prior written consent of Buyer, except that, in the case of an emergency, Seller may move the Tools and Inventory if Seller gives Buyer notice that the Tools and Inventory have been moved and the location of the Tools and Inventory as soon as practicable.

(b) Buyer and Buyer's customer have the right to enter Seller's premises during normal business hours (or after normal business hours upon reasonable request) to inspect Tools (in operations, if requested) and Inventory and Seller's records related to the Tools and Inventory. Seller will assign to Buyer any claims Seller has against third parties with respect to any Tools or Inventory. Upon Buyer's request, and without regard to whether Seller is in breach of a Purchase Order, Seller must immediately deliver the Tools and Inventory (at Buyer's option, F.O.B. Seller's facility or F.O.B. Buyer's premises), properly packaged and marked in accordance with the requirements of the carrier, Buyer and all applicable laws and regulations. Seller shall cooperate with Buyer's removal of the Tools and Inventory from Seller's premises. (c) Seller expressly waives any lien or security interest which Seller might otherwise have on any Tools and Inventory for any amounts owing by Buyer or Buyer's customer, including for goods shipped or services provided by Seller for work done or value added to the Tools or Inventory. The previous waiver includes but is not limited to molder's, builder's and artisan's liens, and applies regardless of whether such liens arise by statute, regulation or common law. (d) Buyer does not guarantee the accuracy of any Tools or the suitability of Inventory it furnishes to Seller. Upon Buyer's request, Seller will provide Buyer with a listing of all Tools and Inventory in Seller's possession or control, showing Buyer's parts number(s) for goods made using Buyer's property, the location(s) of the Tools and Inventory and a certification acknowledging Buyer's or Buyer's customer's, as applicable, ownership of the Tools and Inventory.

16. Services Provided on Buyer's Premises.

If Seller provides services to Buyer on Buyer's premises, Seller will examine the premises to determine whether they are safe for such services and shall advise Buyer promptly of any situation Seller deems to be unsafe. Seller shall be responsible for all acts and omissions of its employees, agents and subcontractors while on Buyer's premises. Seller's employees, contractors and agents will not possess, use, sell or transfer alcohol, illegal drugs, or medically unauthorized drugs or controlled substances, and will not be under the influence of alcohol or drugs on Buyer's premises.

17. Service and Replacement Parts.

(a) At Buyer's request during the longer of (i) the ten-year period after Buyer completes purchases for its customer's current model production, or (ii) such times period granted to Buyer's customers for service and replacement parts. Seller will sell to Buyer goods to fulfill Buyer's past model service and replacement requirements at the prices specified in the applicable Purchase Order (even if the Purchase Order has expired by its terms), plus a reasonable and customary set-up charge. During the tenth

year of such period, Buyer and Seller will negotiate in good faith with regard to Seller's continued manufacture of service and replacement parts.

(b) If the good sold under a Purchase Order are assemblies, at Buyer's request during periods in which the goods are in current model production (versus past model or service parts production), Seller will sell service and replacement parts for the assemblies at prices such that the total price of all parts of the assembly does not exceed the price of the assembly specified in the Purchase Order less assembly cost.

18. Compliance with Laws.

Seller warrants and represents that the goods delivered under a Purchase Order, together with all containers and other packaging, and Seller itself, in the manufacture or installation of goods or otherwise, will comply with all applicable federal, state and local laws, regulations and orders, whether of the U.S.A. or any other country where the goods or Buyer's customers' vehicles equipped with the goods are to be sold, including without limitation, import/export laws, customs clearance regulations and consumer product safety regulations. Upon request, Seller shall furnish a certificate of compliance with applicable laws, regulations and orders.

19. Intellectual Property.

(a) Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, under any trademarks, patents, inventions, confidential information, copyrights, works of authorship, and any other intellectual property right now or in the future owned or controlled by Seller, including a license to any operating software incorporated into the goods or services supplied under a Purchase Order, make use, offer for sale, or sell, sublicense others; to repair and have repaired, make and have made; rebuild and to have rebuilt; to reconstruct and have reconstructed good supplied pursuant to a Purchase Order; and to publish or modify any goods or works of authorship for the purposes of manufacture, assembly, distribution or sale of Buyer's products.

(b) Seller shall not assert or transfer to any third party a right to assert against Buyer or its customers, or its or their suppliers, any intellectual property right that Seller has or may have that is applicable to goods supplied or any works of authorship used or furnished under a Purchase Order.

(c) Seller shall not sell or otherwise dispose of any goods that incorporate any trademark, patentable invention, copyright work, industrial design or other matter the subject of any intellectual property right of Buyer or any of its affiliates to any party other than Buyer unless specifically authorized by Buyer in writing.

(d) Any work of authorship created by Seller or Seller's employees under a Purchase Order which is specially ordered or commissioned by Buyer will be considered as a "work made for hire" and all copyrights for such works of authorship will belong exclusively to Buyer. If any work of authorship created by the Seller in performing the services or manufacturing or selling goods under a Purchase Order does not qualify as "work made for hire", Seller hereby assigns (or, Seller has failed to previously secure ownership of all copyrights in such portion of any work of authorship, Seller will obtain title and assign) all copyrights to such work to Buyer. All works of authorships which belong to Buyer under these Standard Terms will bear a valid copyright notice designating Buyer as the copyright owner, for example, "Copyright © 200X, CpK INTERIOR PRODUCTS INC."

(e) Seller's obligations under this Section 19 shall survive termination, cancellation or expiration of a Purchase Order.

20. Insurance.

Seller shall maintain insurance, including comprehensive general liability, workers' compensation, automotive liability and employer liability insurance to adequately cover any and all damages, liabilities, claims, losses and expenses for which Seller may be required to indemnify Buyer pursuant to any Purchase Order or as otherwise specified by Buyer. Any insurance coverage maintained by Seller shall not be construed as a cap or limit on Seller's liability for claims made under a Purchase Order.

21. Confidential Information.

Seller shall keep confidential, not disclose to any person or entity and not use for any purpose other than fulfilling its obligations under a Purchase Order, any product technology, trade secrets, process advancements, drawings, plans, specification, blueprints, equipment designs, tests or test results, experimentation, prototypes, models or any other proprietary information ("Confidential Information") that Buyer provides to Seller under the Purchase Order. By accepting a Purchase Order, Seller is granted a limited, terminable at will license to use the Confidential Information for the sole purpose of performing under a Purchase Order and not for use in providing goods or services to other customers and not to directly or indirectly compete with Buyer. Seller shall not use Buyer's or Buyer's customers name or the fact that Seller is selling goods or providing services to Buyer in any press releases, media statements or public communications or otherwise publicize a Purchase Order without Buyer's prior written consent. Seller shall not use any of Buyer's names, logos, trademarks, service marks, or trade names in any way without Buyer's prior written consent, and Buyer shall not be deemed to have granted Seller a license of, or granted Seller any rights in, any of the foregoing by entering into a Purchase Order. Seller waives the right to assert any claims against Buyer, other than for patent infringement, arising out of any Confidential Information that Seller

discloses to Buyer in connection with a Purchase Order. The provisions of this Section 21 shall survive the termination, cancellation or expiration of the Purchase Order.

22. Engineering Drawings, Specifications and Data.

(a) Buyer shall own any engineering drawings, specifications, data, or other documents produced or acquired by Seller under or in connection with a Purchase Order.

(b) Seller shall furnish to Buyer, or any party designated by Buyer, without restrictions on use or the right to disclose, all information and data Seller acquires or develops in the course of Seller's activities under a Purchase Order. At Buyer's request, Seller shall also discuss with Buyer or any party designated by Buyer, without restrictions on use or disclosure, any potential design, quality or manufacturing problems with goods or services Seller worked on or produced pursuant to a Purchase Order.

(c) At Buyer's request, Seller shall furnish to Buyer all other information and data of Seller which Buyer deems necessary to understand the operation of and to maintain goods delivered under a Purchase Order, and to understand and use the information and data referenced in this Section 22, with no restrictions on use.

23. Limitation of Buyer's Liability; Statute of Limitations.

Buyer's liability to Seller on any claim for any loss or damage arising out of, or in connection with, a Purchase Order or the breach of a Purchase Order shall in no case exceed the price allocable to the goods (or unit thereof) which give rise to such claim. In no event, shall Buyer be liable to Seller for anticipated profits or for special, punitive, incidental, indirect or consequential damages, or for penalties of any description. Any action resulting from any breach or failure to perform by Buyer under a Purchase Order must be commenced within one year after the cause of action accrues.

24. Assignments and Subcontracting.

Seller may not assign or subcontract any part of a Purchase Order without Buyer's prior written consent. Seller shall inform Buyer in writing of any work under a Purchase Order that it proposes to subcontract, including identifying the third parties and specifying in detail the work to be subcontracted. Seller shall ensure that any third party to whom Seller subcontracts any of the work under a Purchase Order is bound by all terms and conditions relating to such work to which Seller is bound under a Purchase Order, and Seller shall be responsible for such third parties' performance or non-performance.

25. Right to Audit.

Seller shall maintain complete and accurate books and records of all materials, services and costs relating to Purchase Orders in accordance with generally accepted accounting principles for at least four years after Seller receives the final payment under a Purchase Order. Buyer shall have the rights to audit and copy those records during the term of a Purchase Order and during the four year period after final payment under a Purchase Order.

26. Severability.

Any part of a Purchase Order which is held to be invalid or unenforceable shall be deemed ineffective without affecting the validity or enforceability of any other part of a Purchase Order.

27. Governing Law.

All Purchase Order and all transactions between Buyer and Seller will be governed by and construed in accordance with the jurisdiction laws of the Province of Ontario as if this Purchase Order and all other transactions between the parties were performed in Ontario. The provincial and federal courts in Ontario shall have exclusive jurisdiction and venue over any disputes between the parties, including any disputes under a Purchase Order.

28. Counsel Fees.

In the event of any litigation between the parties, the prevailing party is entitled to cover its reasonable attorney's fees and costs from the other party. In the event of Seller's insolvency or financial distress, if Buyer retains legal counsel to provide legal services related to Buyer's business relationship with Seller, Buyer shall have the right to recoup its reasonable legal fees and costs from amounts owing by Buyer to Seller.

29. Setoff.

Buyer and its affiliates (the "Buyer Group") may setoff against or recoup from any amounts owing to Seller or its affiliates (the "Seller Group") any amounts owing to any member of the Buyer Group by any member of the Seller Group, including for damages resulting from breaches by Seller of its obligations to Buyer under a Purchase Order. The term "affiliate" means any entity in which Buyer has more than a 10% ownership interest.

30. Electronic Communication.

The parties recognize that Purchase Orders, Releases and other communications may be transmitted by telecopier, e-mail or other electronic or telephonic means. Any Purchase Order, Release or communication so transmitted shall be deemed delivered and sent by Buyer. Both Buyer and Seller agree to accept “electronic records” and “electronic signatures” as those terms are defined under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et. seq.

31. Duty Drawback Rights.

A Purchase Order includes all related customs duty and import drawback rights, if any (including rights developed by substitution and rights which may be acquired from Seller’s suppliers), which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain any drawbacks.

32. Miscellaneous Terms.

The rights and remedies reserved to Buyer under these Standard Terms are cumulative and in addition to any other rights and remedies available at law or in equity. While each Purchase Order is a separate contract, a default under any Purchase Order issued by a member of the Buyer Group to any member of the Seller Group shall be deemed a default under all Purchase Orders issued by the Buyer Group to the Seller Group. No waiver of any of the terms and conditions of a Purchase Order shall be effective unless made in writing signed by an authorized representative of Buyer; no such waiver shall be construed as a waiver of any subsequent breach of the term or condition or any other term or condition. These Standard Terms together with the terms set out on the face of Buyer’s Purchase Order form and the applicable terms of the Supplier Manual contain the entire agreement of the parties relating to the subject matter and supersedes all prior and contemporaneous agreements, understanding, usages of trade and courses of dealing, whether written or oral.

33. Jury Trial Waiver.

Because Purchase Orders and the relationship between Buyer and Seller are commercial in nature and disputes regarding such matters are best decided by a judge, the parties knowingly waive the right to trial by jury or any disputes arising from their business relationship with each other, including disputes under any Purchase Order, Sections 34-36 are additional provisions that apply to Tooling Orders only.

34. Tooling Order.

If a purchase order is for the acquisition or manufacture of Tools (a “Tooling Order”), Seller will design and fabricate, rework, or acquire (from such sources as Buyer has given prior approval) the Tools subject to all terms and conditions of these Standard Terms, including Sections 34 – 36.

35. Samples, Status.

In connection with all Tooling Orders, Seller shall, at its own expense, manufacture a reasonable number of sample parts using the Tools for inspection and /or testing by Buyer to ensure the capability of the Tools to produce parts consistent with Buyer’s performance requirements. In addition to Seller’s obligations under Section 9, to the extent technically feasible, the Tools shall be designed and fabricated to be sufficiently durable to support the manufacture of all production and service requirements through the production lifetime of the part and also permit the production of Buyer’s subsequent service-only requirements. Tools will be deemed to be completed when the necessary samples have been submitted and approved by Buyer. Buyer may request Seller to furnish periodic status reports on the construction and acquisition of Tools. Each status report shall identify the Tools, identify the subcontractors working on the Tools, and designated the percentage of completion of the work. Seller will notify Buyer immediately upon becoming aware that the Tools may not be completed by the completion date specified on the Purchase Order and Sell shall furnish to Buyer a schedule of the actions that Seller will take, at Seller’s expense, to achieve completion on the specified completion date.

36. Tooling Invoices, Payment

(a) Payment for Tools will be made upon Buyer’s approval of Tools, in accordance with Buyer’s otherwise applicable payment terms unless stated otherwise in a Purchase Order or other written authorization issued by Buyer.

(b) If a Tooling Order designates that it is noncompetitively placed, is issued on a “not to exceed” basis or is based on cost estimated, Buyer’s payment obligation shall be no more than the specified maximum, if any, for (1) Seller’s actual costs for purchased materials and services (including purchased Tools and portions thereof), and (2) Seller’s actual cost for direct labor and overhead. Seller shall establish a reasonable accounting system that enables ready identification of Seller’s cost.

(c) To the extent permitted by applicable law, any payments made by Buyer for Tools are expressly intended by Buyer to be held in trust for the benefit of any subcontractor(s) used by Seller to produce Tools that are covered by such payments and Seller agrees to hold such payments as trustee in express trust for such subcontractors until Seller has paid subcontractors in full for the Tools. Seller acknowledges and agrees that its

subcontractors are intended third party beneficiaries of the terms of this Section relating to the express trust and as such, the tool subcontractors shall have the right to enforce these terms directly against Seller in their own name. Seller agrees that Buyer has no obligation to Seller or Seller's Tool subcontractors under this Section other than making the payment to Seller in accordance with the applicable Purchase Order. In the event Seller's Tool subcontractor(s) brings an action against Seller under this section, Seller agrees that it will not join Buyer as a party to the action.

Revision date: March 25, 2013