

AURORA NORTH AMERICA LLC.  
PURCHASE ORDER  
TERMS AND CONDITIONS  
("TERMS AND CONDITIONS")

PURCHASE ORDERS ISSUED BY AURORA NORTH AMERICA LLC. ("PURCHASE ORDER" OR "PURCHASE ORDERS") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Offer and Acceptance. A Purchase Order is an offer to enter into a contract. A Purchase Order may be revoked, amended or modified at any time prior to Seller's acceptance. Any of the following acts may constitute Seller's acceptance of a Purchase Order and these Terms and Conditions: a) Seller's execution and return of the acknowledgement copy of a Purchase Order or Seller's own acknowledgement form; b) Seller's commencement of performance pursuant to a Purchase Order; c) Seller's delivery of any of the materials subject to a Purchase Order; or d) Seller's acceptance of any payment pursuant to a Purchase Order. Acceptance of a Purchase Order is expressly limited to and conditioned upon acceptance of the terms of the Purchase Order and these Terms and Conditions, neither of which can be altered or amended without the Purchaser's express written consent. Acceptance of a Purchase Order shall be binding upon Seller and Seller's successors and assigns.

Price. Prices stated in a Purchase Order are complete and no additional charges of any type shall be added without Purchaser's express written consent. Prices shall include and Purchaser agrees to pay all excise, sales, use, transfer or other taxes, federal, state and local, in connection with the sale or delivery of the materials to Purchaser. In the event Seller reduces prices for materials identified in a Purchase Order during the term of the Purchase Order, Seller agrees to reduce the prices in a current Purchase Order accordingly. Seller warrants that the prices set forth in a Purchase Order are not less favorable than those currently extended to any other customer for the same materials, in like quantities and under similar circumstances.

Packaging and Shipment. All materials shall be packaged, marked and otherwise prepared for shipment by Seller in suitable containers in accordance with sound commercial practices. Seller shall mark on containers all necessary handling, loading and shipping instructions. An itemized packing list shall be included with each shipment. Seller shall pay all costs of packaging, transportation and insurance in delivering materials to Purchaser's premises identified on the Purchase Order.

Delivery. Time is of the essence on any Purchase Order. Unless otherwise agreed by Purchaser in writing, Seller's failure to effect conforming delivery shall entitle Purchaser to revoke any acceptance, to cancel the Purchase Order without liability to Seller, to receive a full refund of any amounts paid, to purchase substitute materials elsewhere, to return at Seller's risk and expense all or any part of a nonconforming delivery and to hold Seller accountable for any loss or additional costs incurred. Purchaser's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy Purchaser may have under a Purchase Order or under applicable law. If, in order to comply with Purchaser's required delivery date, it becomes necessary for Seller to ship by a more expensive method than specified in a Purchase Order, any increase in transportation costs resulting therefrom shall be paid by Seller, unless the necessity for such rerouting or expedited handling has been caused by Purchaser.

Title and Risk of Loss. Title and risk of loss for materials purchased which conform to a Purchase Order shall pass to Purchaser upon receipt and acceptance by Purchaser at its premises. Title to and risk of loss for nonconforming materials provided to Purchaser by Seller shall remain with Seller.

Inspection. All Sellers are required to inspect materials delivered pursuant to Purchase Orders before delivery and, upon request of Seller, to provide inspection records for materials delivered pursuant to Purchase Orders. Purchaser shall have the right to inspect delivered materials and reject any and all of said materials which, in Purchaser's judgment, are defective or nonconforming. Materials rejected, and materials supplied in excess of quantities set forth in a Purchase Order may be returned to Seller at Seller's expense and shall not be replaced without Purchaser's written authorization. Purchaser may charge Seller all expenses of unpacking, examining, repacking and reshipping materials in the event Purchaser receives materials whose defects or nonconformity are not apparent upon initial examination. Payment for materials delivered to Purchaser pursuant to a Purchase Order shall not constitute acceptance of such materials.

Warranty. Seller expressly warrants that all materials furnished under a Purchase Order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such materials will conform to any statements made on the containers or labels or advertisements for such materials, and that any materials will be adequately contained, packaged, marked and labeled. Seller warrants that all materials furnished hereunder will be merchantable and will be appropriate for the purpose for which materials of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the materials, Seller warrants that such materials will be fit for such particular purpose. Seller warrants that materials furnished will conform in all respects to samples. Inspection, test, acceptance or use of the materials furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser, its successors, assigns and customers, and users of products sold by Purchaser. Seller agrees to replace or correct defects of any materials not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such conformity by Purchaser, provided Purchaser elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming materials promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such materials and charge Seller for the cost incurred by Purchaser in doing so.

Proprietary Information/Confidentiality/Advertising. Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing under any Purchase Order, unless Seller obtains written permission from Purchaser to do so. This paragraph shall apply to Drawings, specifications or other documents prepared by Seller for Purchaser in connection with any Purchase Order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase materials from Seller, nor shall any information relating to the order be disclosed without Purchaser's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Purchaser shall be deemed secret or confidential and Seller shall have no rights against Purchaser with respect thereto, except such rights as may exist under patent laws.

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Intellectual Property.

Seller represents and warrants that materials delivered pursuant to a Purchase Order do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any proprietary, intellectual property, industrial property, contract or other right held by any third party. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, customers or other vendors for alleged patent infringement as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of materials furnished hereunder, and Seller further agrees to indemnify Purchaser, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney fees resulting from any such suit or proceeding, including any settlement. Purchaser may be represented by or actively participate through its own counsel in any such suit or proceeding, if it so desires and the cost of such representation shall be paid by Seller.

Tools and Equipment. All tools, dies, molds, patterns, jigs, masks and other equipment and materials furnished by Purchaser to Seller or paid for by Purchaser, directly or indirectly, and any replacements shall remain our property. Seller shall safely store such property separately from Seller's property, shall plainly identify such property as Purchaser's property and shall not use, in any other manner whatsoever, such property except in filling this or other Purchase Orders for Purchaser. All such property shall be held at Seller's risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and with Purchaser named as loss payee and shall be returned promptly to us or our designee upon the earlier of our request or the termination or completion of this Purchase Order.

Changes. Purchaser may, at any time and from time to time, by written notice to Seller, make changes in specifications, designs, drawings, method of packing or shipment, quantity ordered, destinations and delivery schedules and Seller shall immediately comply therewith. If any such change causes a material increase or decrease in Seller's cost or the time for performance, an equitable adjustment shall be made to the price or delivery schedule, or both. Any claim by Seller for adjustment under this Section 11 shall be deemed waived unless made in writing within 10 days after receipt of written notice by Purchaser of the change. No change, modification or revision of this Purchase Order shall be binding upon Purchaser unless in a signed writing. Nothing contained in this Section 11 shall excuse Seller from diligently proceeding with the order as changed.

Compliance with Laws. Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of this Purchase Order, including, without limitation, the Occupational Safety and Health Act, the Fair Labor Standards Act of 1938, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and Executive Order 11246, as amended by Executive Order 11375. At Purchaser's request, Seller shall provide appropriate certificates of compliance. Seller shall obtain all permits or license required in connection with the manufacture, sale, shipment and installation of the materials described on any Purchase Order. If in connection with the materials to be delivered under any Purchase Order, Seller is required to comply with the Occupational Safety and Health Act's hazardous communications standard (48 Fed. Reg. 53280 (1983)), Seller agrees to provide Purchaser with copies of the applicable Material Safety Data Sheets at the time of delivery to you of the products ordered hereunder which require such compliance, and any updates of such sheets required to be delivered by Seller to Purchaser under such laws and regulations.

Products Safety Notification. Seller will immediately notify Purchaser by telephone (followed by written confirmation within 24 hours) of any materials sold hereunder which contain a defect which could create or present a substantial risk to the health of or injury to the public or to the user when used by Purchaser within the scope of its intended purpose.

Indemnification. Seller shall indemnify and hold Purchaser harmless against any and all claims, losses, liabilities, damages, costs or expenses, including attorneys' fees and court costs, and shall defend all actions and proceedings at its sole expense, resulting from the breach or alleged breach of any representation, warranty or agreement made by Seller in any Purchase Order, including, without limitation, Seller's obligations to deliver products pursuant to any Purchase Order and Seller's representations, warranties and agreements contained in any Purchase Order.

Insurance. Seller shall maintain with an insurance company or companies Comprehensive General Liability Insurance (including liability hereunder) in the minimum amount of \$1million. At Purchaser's request, a certificate of such insurance shall be filed with Purchaser and shall provide for 10 days' prior written notice to Purchaser of cancellation or material change. Liability insurance limits shall not be construed to limit our right of indemnity hereunder.

Limitation on Purchaser's Liability/Statute of Limitations. In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from a Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the materials thereof which give rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the materials delivered pursuant to a Purchase Order must be commenced within one year after the cause of action has accrued.

Setoff. All claims for money due or to become due to Seller from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

Force Majeure. Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such materials at the direction of the Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Seller's direct additional costs in holding the materials or delaying performance of any Purchase Order at Purchaser's request. Causes beyond Purchaser's control shall include government action or failure of the government to act where such action is required, terrorism, war, strike or other labor trouble, fire or unusually severe weather.

Termination for Convenience of Purchaser. Purchaser reserves the right to terminate a Purchase Order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

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Assignments and Subcontracting. No part of a Purchaser Order may be assigned or subcontracted without the prior written approval of Purchaser.

Cancellation. Purchaser may, by written notice to Seller, cancel the whole or any portions of a Purchase Order in the event of the following: proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Seller; the appointment, with or without Seller's consent, of any trustee or receiver for any substantial portion of Seller's assets; any assignment for the benefit of Seller's creditors; or Seller's breach of any provisions contained in any Purchase Order. In the event of any such cancellation, Purchaser may procure, upon such terms and in such manner as Purchaser may deem appropriate, products comparable to the materials covered by a Purchase Order so terminated, and Seller shall be liable to Purchaser for any excess cost of such comparable materials. In the event of any such cancellation, Purchaser may require Seller to deliver to Purchaser in the manner and to the extent directed by Purchaser, any completed or partially completed materials against Purchaser's payment of the portion of the price properly allocable to such materials. Seller shall continue performance of a Purchase Order to the extent not canceled. Except to the extent specifically set forth herein, Purchaser shall have no obligation or liability to Seller in respect of the canceled portion of a Purchase Order. Purchaser's rights set forth in this Section 22 shall be in addition to Purchaser's other rights in the event of Seller's default. All of Seller's obligations set forth in a Purchase Order shall survive the cancellation, termination or completion of a Purchase Order.

Entire Agreement. Any Purchase Order, and any document referred to on the face thereof, constitute the entire agreement between the parties for that particular Purchase Order. No waiver, consent, modification, amendment or change to the terms of a Purchase Order shall be binding unless in writing and signed by both Purchaser and Seller. In the event of a conflict between the terms of any Purchase Order and the Terms and Conditions, the terms on the Purchase Order shall control.

Notices. Any notice required or permitted under any Purchase Order or the Terms and Conditions shall be in writing and shall be delivered via first class, postage prepaid, mail or courier.

Governing Law. A Purchase Order shall be considered as executed in and shall be construed in accordance with the laws of the State of Michigan.

Severability; Remedies; Waiver. In the event that any one or more provisions contained in any Purchase Order or these Terms and Conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby. The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Purchaser's failure to enforce, or waiver of a breach of, any provision of a Purchase Order or the Terms and Conditions shall not constitute a waiver of any other breach or of such provision.