

**TERMS AND CONDITIONS OF  
SALE OF PRODUCTS BY WOLVERINE COIL SPRING CO.**

1. Applicability. The following Terms and Conditions ("Terms") are applicable to all sales by Wolverine Coil Spring Co. ("Wolverine") to a purchaser ("Purchaser") and are the only conditions applying to the sale of Wolverine's products ("Products"), except conditions relating to price, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, and the description and specification of the Products, together with other written conditions which may be mutually agreed upon by the parties. Wolverine shall not be deemed to have waived any of these Terms if it fails to object to provisions appearing, or incorporated by reference in, or attached to Purchaser's purchase order or other purchase documents.
2. Acceptance. Wolverine's offer to sell Products to Purchaser is expressly conditioned upon Purchaser's acceptance of these Terms. Wolverine expressly rejects and objects to all new, different, or additional terms submitted by Purchaser.
3. Payment Terms. Unless otherwise stated in Wolverine's quotations, payment of the price is due in full thirty (30) days after shipment at 818 Front Avenue, N.W., Grand Rapids, Michigan 49504, U.S.A., without discount. Any payment not made when due shall accrue a finance charge of 1-1/2% per month.
4. Schedule Changes. The schedule for the production and delivery of Products shall not be changed, except on mutual agreement of the parties.
5. Solvency and Security Interest. Purchaser represents that it is solvent. Wolverine retains a security interest in the Products to secure payment of the price.
6. Warranty and Disclaimer. Except as set forth in this paragraph and in paragraph 7 below, Wolverine warrants that its Products will meet blueprint specifications as of the date of shipment by Wolverine. THESE WARRANTIES BY WOLVERINE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WOLVERINE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Unless Purchaser specifies that Products are to be coated with finish, Wolverine gives no warranty against rust or corrosion.
7. Bulk Processing. The parties acknowledge that bulk processing produces defective parts and foreign materials. In the event that Purchaser has agreed to bulk processing of Products, Wolverine is not responsible for defects in Products and foreign material attributable to bulk processing.
8. Exclusive Remedy. WOLVERINE'S LIABILITY TO PURCHASER AND PURCHASER'S REMEDY FOR A BREACH BY WOLVERINE OF ANY WARRANTY IS LIMITED, IN WOLVERINE'S DISCRETION, TO EITHER THE REPLACEMENT OF THE DEFECTIVE PRODUCTS RETURNED TO WOLVERINE OR TO A REFUND OF THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS (OR, IF NOT PAID, TO A CREDIT IN THE AMOUNT OF THE PURCHASE PRICE). IN NO EVENT SHALL WOLVERINE BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.
9. Indemnity. In the event Purchaser provides or specifies tooling, materials, specifications, drawings, instructions, or the like, Purchaser agrees to defend, protect and hold harmless Wolverine from and against any and all suits, damages, claims, and demands for actual or alleged infringement of any patent or proprietary right, and to defend any suit or action and reimburse all attorney fees incurred by Wolverine in defense of any such suits or actions which may be brought against Wolverine for an alleged infringement of a patent or proprietary right.
10. Wolverine shall have the right to participate in any suits or actions described in this paragraph, and no settlement, discontinuance, dismissal or judgment may be entered without advising and consulting with Wolverine.
11. Shipment. Unless otherwise agreed in writing, all Product sales are F.O.B. Wolverine's place of shipment. Wolverine shall have no liability for delays, damage, or delivery failures occurring after the Products are delivered to the carrier. Product shortages and visibly damaged or defective Products must be reported to Wolverine within 10 days of delivery. Purchaser may not withhold payment on uncontested product deliveries.
12. Installments. Wolverine reserves the right to ship all Products it has produced for Purchaser or to ship Products in installments. In the event of shipment in installments, installments will be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.
13. Cancellation. No order accepted by Wolverine may be cancelled or altered by Purchaser except upon terms and conditions acceptable to Wolverine as evidenced by written consent signed by a duly authorized representative of Wolverine.
14. Returns. Product returns will not be accepted without prior written approval of Wolverine and a return authorization number issued by Wolverine.
15. Taxes. Prices quoted are exclusive of all taxes. Purchaser shall pay to Wolverine, in addition to the purchase price, the amount of all fees, duties, licenses, and all sales, use, privilege, occupation, excise, or other taxes, federal, state, local, or foreign which Wolverine is required to pay or collect in connection with furnishing Products to Purchaser.
16. Tolerances. Any dimensions without tolerances will be made to Spring Manufacturers Institute standards. Box tolerances do not apply.
17. Quantities. Wolverine reserves the right to over and undership by not more than 10% of the specified quantity.
18. Tooling. Wolverine agrees to maintain and repair tooling for a reasonable period of time. Wolverine has no obligation to replace the tooling when it is no longer capable of producing parts to specifications. Upon the expiration of three (3) years from the date of the last parts produced with particular tooling, Wolverine has the right to dispose of the tooling without further obligation to Purchaser. Wolverine shall be entitled to a lien in the tooling for the amount of the unpaid balance of the purchase price for any tooling and for the unpaid purchase price of all Products produced with such tooling.
19. Force Majeure. Except for the obligation to make payments to the other party (which shall not be deferred or extended for any reason), neither party shall be responsible for any failure to perform or delay in performing if such failure or delay is due to any strike, riot, civil commotion, sabotage, embargo, war or act of God or other cause beyond its reasonable control. In addition, Wolverine shall not be responsible for any failure to perform or delay in performing due to inability to obtain deliveries of necessary raw materials.
20. Claims. In the event that there are clerical errors or other claims involving Products discovered after completion of a sale of Products, the party discovering the error shall immediately notify the other party. The parties agree that any claim or action arising out of or related to Products or to any sale transaction between Wolverine and Purchaser, will be brought within one (1) year after the cause of action has accrued or be deemed waived.
21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without regard to any conflict of law or choice of law rules or provisions.