Effective 04/15/06

ASSOCIATED SPRING
GENERAL TERMS AND CONDITIONS OF SALE

1. Acceptance. With respect to goods purchased by Buyer from Seller ("Goods"), no contract exists until Buyer places order for delivery and such order is accepted by Seller’s acknowledging receipt of the order, by Seller’s commencement of work on the Goods ordered, or by Seller’s shipment of the Goods, whichever occurs first. Any acceptance will be limited to the express terms contained on the face hereof. Additional or different terms in Buyer’s forms or any attempt by Buyer to vary in any degree any of the terms of this quotation shall be deemed material and are objected to and rejected, but this shall not prevent the formation of a contract between Buyer and Seller unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, and the order shall be deemed accepted by Seller without said additional or different terms.

2. Payment Terms. Unless otherwise stated on this quotation, payment terms are net 30 days from the date of invoice, subject to the approval of Seller’s credit department.

3. Taxes. The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts, value added or other like taxes which may be applicable to or imposed upon, the transaction, the goods, or the sale, transportation, delivery, value or use thereof, or any services performed in connection therewith. Such taxes are for the account of the Buyer and Buyer agrees to pay or reimburse any such taxes which Seller or its contractors or suppliers are required to pay.

4. Exclusive Delay. Seller shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to fire, flood, strike or other labor difficulty, act of God, any legal proceeding, act or omission of any governmental authority, act of Buyer, war, riot, sabotage, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or any act, delay or failure to act of Seller’s suppliers and subcontractors of any tiers beyond Seller or such supplier’s or subcontractor’s reasonable control. In the event of delay of performance due to any such cause, the date of shipment or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

5. Tooling Charges. Unless otherwise stated on this quotation, when a separate charge is made for tooling or dies, such additional charge shall be added to the price of the Goods. Unless otherwise stated on this quotation,tooling charges are not included in the price of the Goods, and unless otherwise stated on this quotation, Seller reserves the right to make such adjustments.

6. Warranty. Seller warrants to Buyer that the Goods purchased by Buyer from Seller shall be free from defects in material and workmanship. This warranty is the only warranty applicable to the Goods. Seller’s liability for breach of warranty shall be limited solely and exclusively to repairing or replacing, at Seller’s option, the defective Goods. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THE REMEDIES SET FOR BREACH OF WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE REMEDIES AND SELLER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7. Exclusions. The above warranty does not cover, and Seller will have no responsibility for any failure to meet any warranty caused by (x) any failure of Buyer or its agents to store, install, operate, inspect or maintain the Goods in accordance with the recommendations or specifications of the OEM or its agent manufacturer or in the absence of such recommendations or specifications, in accordance with the generally accepted practices of the industry, including but not limited to applicable quality assurance procedures relating to the installation or operation of the Goods or (y) any design failure attributable, in whole or in part, to designs or specifications provided by the OEM or its agent manufacturer.

8. Acceptance. All Goods shall be deemed accepted by Buyer upon the earlier of (i) when Buyer uses such Goods in the ordinary course of its business or (ii) 45 days after delivery.

9. Limitation of Liability. In no event shall the liability of Seller for breach of any contractual provision relating to the Goods exceed the purchase price of the Goods quoted herein. In no event shall Seller be liable for any special, incidental or consequential damages arising out of Buyer’s use of sale of the Goods or Seller’s breach of any contractual provisions relating to the Goods, including but not limited to any loss of profits or production by Buyer. Any action resulting from any breach by Seller must be commenced within one year after the cause of action has accrued.

10. Indemnity. Except to the extent caused by Seller’s breach of warranty, Buyer shall indemnify and hold harmless Seller, its employees, officers and directors, and their respective successors and assigns, (collectively, “Indemnities”) from and against any and all liability, damages, claims, causes of action, losses, costs and expenses (including attorneys’ fees) of any kind (collectively, “Damages”) arising out of injuries to any person (including death) or damage to any property caused by or relating to the Goods or any negligent act or omission of Buyer, its employees or agents. Buyer shall indemnify and hold harmless each of the Indemnities from and against any and all Damages, royalties and license fees arising from or for infringement of any patent by reason of any sale or use of the Goods or the manufacturer of the Goods to Buyer’s specifications or sample. Upon the tendering of any of the foregoing suits or claims to Buyer, Buyer shall defend the same at Buyer’s expense. The foregoing obligations of Buyer shall apply whether Seller or Buyer defends such suit or claim.

11. Term; Termination. This agreement shall commence on the date of acceptance and shall continue for twelve (12) months from such date. This agreement shall automatically renew for an additional twelve (12) month term on each anniversary of the acceptance date, unless either party gives at least 30 days’ prior written notice of its intent to terminate. Either party’s failure to insist on or enforce any term or condition hereof shall not constitute a waiver of such term or condition. Any change in the terms of this agreement shall be in writing. Either party’s failure to insist on performance of any of the terms and conditions of this order or exercise any right shall not be deemed a waiver unless in writing signed by the party waiving performance. A waiver on one occasion shall not thereafter operate as a waiver of any other terms, conditions or rights, whether of the same or similar type. Seller reserves the right to over and under ship by not more than 10% of specified quantity.