

## GENERAL SALES AND DELIVERY CONDITIONS

### 1. General

1. In these conditions 'Customer' means a client who orders products directly delivered by and/or services directly performed by IMPCO Technologies Canada Inc., 'Customer' also refers to aforementioned client's representative(s), mandate holder(s), right holder(s) and successors.
2. In these conditions 'GFI' means IMPCO Technologies Canada Inc. and 'IET' means IMPCO Technologies Canada Inc. Both companies are referred hereto as 'Companies'
3. These conditions apply to all Companies' offers, quotations, invoices, order confirmations, deliveries, sales and performed services, concluded with or carried out on behalf of Customer.
4. None of Customers terms and conditions is applicable to the agreement between Companies' and Customer, unless otherwise agreed in writing.

### 2. Offers

1. All offers made by Companies', in any form whatsoever, are subject to contract and have no binding effect, unless written notice to the contrary is given.
2. Received orders, including the acceptance of any invoice, will only have binding effect on Companies' after Companies' have accepted these orders in writing or after these orders have been carried out by Companies'.
3. Any factual data provided as part of an offer or in any prospectus or price list etc. is published as accurately as possible, but provides only a general representation of the products offered and will only have binding effect on Companies' in case this is explicitly confirmed in writing by Companies'.
4. Verbal agreements and/or promises will under no circumstances have binding effect on Companies'.
5. Offers made by a representative and/or an intermediary of Companies', will only have binding effect on Companies' in case an authorised person acting on behalf of Companies' have confirmed the offer in writing.
6. Companies' reserves the right to refuse any order without having to specify the grounds, except in case the order is a result of a binding offer.

### 3. Prices

1. Prices are based on cost prices, taxes, levies, etc. that exist at the time when the offer, including the quotation is submitted.
2. Companies' reserves the right to execute price changes according to the changes in cost prices, taxes, levies, etc. and in case new taxes are introduced. Companies' shall give written notice to Customer of its intention to execute price changes. Customer is entitled to terminate the agreement within five days after aforementioned written notification of Companies'.
3. In case an order is issued without any agreement on the price, this order will be fulfilled at the price that Companies' applied on the date the order was received.

### 4. Payment Conditions

1. Customer will make payment for the products and services without any discount, any claim of compensation or offset, unless otherwise indicated on the invoice.
2. Payments are made in accordance with the payment conditions indicated on the invoice.

3. Companies' have the right to deliver products on a C.O.D. or cash basis only.
4. Payments against approved credit shall be payable as per pre-negotiated terms.
5. In case Customer fails to make payment on time, Companies' shall have the right to suspend, or to its choice, to cancel all current delivery obligations. For Companies' sales, Companies' shall have the right to charge Customer up to 1.5% per month from the day after the date due as mentioned in paragraph 4, until the day payment takes place.
6. Companies' is at all times entitled to request a security deposit to secure Customer's prompt and full compliance with its purchase obligations. This request will be made on the pro-forma invoice.

### 5. Delivery

1. Statements of delivery times given by Companies' are in all cases approximate only, unless expressly agreed otherwise.
2. Companies' is in default in case it has exceeded an explicit agreed delivery time. In case of an approximate delivery time, Companies' is in default only after Customer has put Companies' on notice by facsimile or registered mail after the approximate delivery time has passed, and Customer has given Companies' fifteen working days to deliver, during which period Companies' has still not delivered.

### 6. Force Majeure

1. In the event of force majeure, Companies' are entitled at its discretion to suspend performance of its obligations or to terminate the agreement wholly or partly, without becoming liable for any losses or damage. Companies' shall give Customer written notice of aforementioned suspending or termination.
2. The term force majeure shall include all facts and/or circumstances which Companies' has not been able to foresee and which cannot be borne by Companies' according to generally accepted standards, and include, but are not limited to, war, threat of war, civil war, riots, floods, strikes, lock-outs, transport disruptions, fire, government measures (including in any event export and import bans) contingencies and operational disruptions affecting Companies'.
3. Customer is entitled to request the court of law termination of the agreement when nineteen days after having received written notice of Companies' as referred to in paragraph 1 have passed.

### 7. Retention of Property Rights

1. The products delivered by Companies' remain the property of Companies' until Customer has fully complied with his payment obligations. The products delivered are indicated on the invoice.
2. Despite paragraph 1, all risks relating to the products delivered by Companies' shall be borne by Customer from the moment delivery has taken place.
3. Until payment is received for the products, Companies' remains fully entitled to these products and is authorised to reclaim these products without any need for putting Customer on notice and without intervention of the court of law. To the extent that costs are incurred in the

reclaiming of the delivered products, these costs are charged to Customer.

4. Companies' are at all times entitled to obtain access to the delivered products which are still Companies' property, in order to inspect or reclaim these. Customer has the obligation to indicate to Companies' or to a by Companies' appointed authorised person the location where the products are stored and has to prepare the products for return to Companies', unless full payment has been made in the interim.
5. Customer has to keep the delivered products in good repair. All costs for keeping in good repair shall be borne by Customer.
6. The products delivered by Companies' may be sold on or used by Customer in the normal course of his business, but may not be pledged or deposited as security against the claims of a third party.
7. In the event that Customer sells on products delivered by Companies', which products have not yet been paid for, it shall transfer his claim against the second Customer to Companies' up to the full amount which still has to be paid by Customer.

#### 8. Assignment

Companies' are entitled to assign the agreement with Customer and/or the rights and obligations of the same wholly or partly to third parties. Customer is not entitled to take this action without the prior specific written approval of Companies'.

#### 9. Default

In case Customer is in default to Companies', Companies' are entitled, without prejudice to its rights under the law and without prejudice to the provisions of Article 4 - Payment Conditions of this General Sales and Delivery Conditions, to regard the agreement as terminated, without the intervention of a court of law, and to claim full compensation for damages, costs and interest based on Civil Law of the Province of Ontario, Canada. Customer is in default after Companies' has given written notice to Customer of its improper performance and has given Customer a period for repair, during which period Customer still has not performed.

#### 10. Warranty

1. Companies' warranty covers defects in materials and workmanship only.
2. The warranty period for components manufactured by Companies' are 12 months after date of shipment, unless otherwise specified in a Quote or Supply Agreement.
3. Under no circumstances shall Companies' pay for loss of time, inconvenience, loss of use of the Companies' product, or property damage caused by the Companies' parts.
2. During serial production supply, service part pricing will be the same as serial production pricing.
3. Companies' will in principle provide service parts for a maximum period of 10 years after serial production has been discontinued. In the event that certain components, in particular electronic components may not be available for the duration of ten years, Companies' obligation to continue to supply such components after serial production will be limited to proposing alternative solutions in good faith.

product or its failure to operate satisfactorily, labor costs incurred in diagnosis of defects or removal or reinstallation of the products, or any other incidental or consequential damages. For more details, see Companies' Limited Warranty Statement.

#### 11. Use of Tooling

Companies' reserves the right to use all tooling associated with this product, regardless of ownership, to manufacture products for aftermarket sale, including sale through the Companies' worldwide aftermarket organization. No provision to the contrary in the Customer's Terms and Conditions shall preclude or interfere with Companies' use of such tooling in connection with its activities.

#### 12. Program Delay

In the event that the Customer delays or suspends the program from the quoted forecasted demand timing, Companies' will investigate if there is a financial impact. In the event that the program delay occurs post investment, customer shall reimburse all appropriate charges associated, but not limited to: inventory on hand, inventory in the supply chain that cannot be cancelled, interest costs incurred for capital investment, tooling not paid for by customer, lost revenue and headcount allocated to such program. If program delay is more than 2 months, Companies' retains the right to review the costs and re-quote if necessary.

#### 13. Program Cancellation

In the event that the Buyer cancels the program before the agreed upon end of program duration, The Buyer shall reimburse appropriate cancellation charges for unrecoverable investments including, but not limited to, capital equipment, Companies' paid tooling, engineering costs, excess material and material obsolescence. Customer payment is expected in lump sum within one (1) month of the cancellation notification.

#### 14. Information Disclosure

Both parties will handle all information including specifications, drawings, designs, manufacturing data and information received from the other party in a manner that protects the other party's interest. Neither party grants to the other party any rights to its intellectual property (patents, trademarks, copyrights, applications thereof and trade secrets) without a separate written agreement.

#### 15. Service Parts

1. Service part pricing will be negotiated separately from this quotation and will reflect the costs associated with the supply of service
4. At the end of serial production supply, Companies' will allow a onetime end of life buy. After which service part pricing will apply.

#### 16. Independent Authority

In the case of any dispute regarding the cause of damage and/or the defect in Companies' products, a binding recommendation will be requested from an independent body. Both parties agree to utilize the Commission on Arbitration of the International Chamber of Commerce (ICC) Canada chapter for product sold by Companies'. The costs of

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the independent investigation will be charged to the unsuccessful party.

#### 17. Information Obligation

To be eligible for coverage under the warranty, Customer has to apply Companies' warranty conditions in relation to its customers.

#### 18. Other Provisions

1. Companies' reserves the right to make technical alterations to its products without being obliged to modify products delivered at an earlier date.
2. No modification or waiver of any of the terms contained herein and no additional or different terms shall be effective unless agreed to in writing by both parties.

#### 19. Disputes

For Companies', the laws of the Province of Ontario, Canada applies to all sales agreements concluded with Companies'. All disputes which arise from or in connection with these agreements, excluding the disputes referred to in article 13 of these conditions, will be decided exclusively by the Civil Court of the Province of Ontario, Canada unless Companies' chooses an alternative competent court to hear these disputes.