

1. ACCEPTANCE: These terms and conditions and the documents referred to herein govern all Purchase Orders ("Orders") issued by Days Corporation or company or one of its subsidiaries located in the United States of America to the Supplier identified on each Order. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms"). Days Corporation objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of Days Corporation's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and Days Corporation. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and Days Corporation. If an Order has been issued by Days Corporation in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer, then the issuance of the Order by Days Corporation shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contracts Terms constitutes the entire agreement between Supplier and Days Corporation with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have so assented and acknowledged unless Supplier notify Days Corporation to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order.

2. TERMINATION: Days Corporation may terminate for convenience at any time by written notice any Order, or its obligation to purchase any products or services from Supplier. If an Order is terminated for convenience, then the termination date shall be not less than 10 days from the date of notice, unless otherwise mutually agreed to by the parties. Days Corporation shall pay for any products delivered or services performed prior to the date that termination becomes effective (on a pro rata basis if Days Corporation has paid in advance any fees covering a fixed period of Services). Unless Days Corporation has requested and received a refund in respect of any undelivered product(s) or terminated services, it shall be entitled to the delivery of all product(s) and completion of all services for which it has paid prior to the effective date of the termination. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other

party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

3. CONFIDENTIALITY: All specifications, documents, artwork, or drawings delivered to Supplier by Days Corporation, and any other non-public information with Days Corporation discloses to Supplier, remains Days Corporation's property. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order / RFQ and on the express condition that neither the Order / RFQ nor the information contained therein or provided in connection there with shall be disclosed to others nor used for any purpose other than in connection with the Order without Days Corporation's prior express written consent. Days Corporation reserves the right to require that Supplier return all such information to Days Corporation or destroy it. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

4. WARRANTY: Supplier expressly warrants that all products and services supplied to Days Corporation by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects and free and clear of all liens or encumbrances. Inspection, testing, acceptance or use of the goods by Days Corporation shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to Days Corporation, when notified of such non-conformity by Days Corporation. If Supplier fails to correct defects in or replace non-conforming goods or services promptly, Days Corporation may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense that is applied by law.

5. PRICE: An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars. If no price is shown, Supplier must notify the Days Corporation Buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. The price shall not in any event be higher than the lowest price Supplier provides to any of Supplier's other customers ordering similar quantities, after taking into consideration all rebates, discounts and allowances. Unless otherwise provided on the Order, delivery of Goods shall be f.o.b. destination and Supplier will not charge for boxing, packing, crating or other charges. Supplier's prices include any

and all related customs duty. If Supplier sells products to Days Corporation, or if the services include provision to Days Corporation of any deliverables, subject to any customs duty, Supplier's prices include any and all related customs duty.

- a. Suppliers must give Days Corporation a written notice for the following:
 - i. 60 days prior to any price increases being implemented.
 - ii. Any increase over 20%, suppliers must give Days Corporation a written notice 90 days before new price is applied.

6. TAXES: Days Corporation will not be liable for any taxes with respect to an Order, except for sales, use, retailers' occupation, service occupation, excise, value added, or consumption taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from Days Corporation. Supplier shall not collect or remit, and Days Corporation shall not be liable for, any such taxes if Days Corporation has provided Supplier with a tax exemption certificate. Days Corporation also will not be liable for any taxes of any nature based on the income of Supplier. If Days Corporation is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, Days Corporation will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Days Corporation with adequate documentation of such exemption from or reduced rate of withholding, Days Corporation will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt. In case of doubt by Days Corporation as to Days Corporation's liability for any such tax, Supplier shall allow Days Corporation, at Days Corporation's expense, to assume control of any litigation or proceeding relating to the determination and settlement of such tax. Days Corporation shall, upon final settlement of such litigation and proceeding, reimburse Supplier for any tax owing including in the amount to be reimbursed, any interest charges and penalties accruing thereon.

7. INVOICES: Supplier agrees to issue invoices referencing the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Supplier's invoice will make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable Days Corporation to obtain

appropriate credit for any Taxes charged. All invoices shall be mailed, faxed or emailed to the addresses provided below:

Days Corporation
551169 County Road 3
P.O. Box 668
Elkhart, IN 46515

Fax: 574-264-4448

Email: DWieczorek@dayscorp.com

Failure to comply with the above may result in delayed payment or returned invoices.

8. PAYMENT: As full consideration for Supplier's satisfactory provision of the products or performance of the services, Days Corporation will pay Supplier's proper and correct invoice not later than forty-five (45) days following Days Corporation's receipt of said invoice unless otherwise indicated in supplier agreement. Days Corporation's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Partial payments will not be made, unless Days Corporation agrees otherwise in writing. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. Days Corporation shall receive invoices within three (3) business days of invoice date.

8. PRESUMPTIONS: Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within one (1) year of the date of the Order. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount Supplier claims due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Days Corporation that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within the earlier of

- a) One (1) year after the Delivery Date or performance of the services covered by the supplemental invoice, or
- b) Three (3) months after the date of submission of the original invoice.

9. FORCE MAJEURE: Neither party shall be liable for a delay in performance of its

obligations and responsibilities under this Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Agreement, and should Supplier fail to comply with Days Corporation's delivery schedule in a reasonable time frame or otherwise fail to comply with its obligations hereunder, Days Corporation may terminate this Order without liability. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.

10. INDEMNITY: Supplier shall, at Supplier's sole cost and expense, release, defend indemnify and hold Days Corporation, its Affiliates, directors, officers, agents, and employees harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to

- i) (a) the acts or omissions of Supplier, its subcontractors, or agents or the employees of any thereof, based on rising out of performance of this Order or any breach or default hereunder
- ii) (b) a claim that the goods or services Supplier provides including claims are dangerously defective
- iii) (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.

11. LIMITATION OF LIABILITY: IN NO EVENT WILL DAYS CORPORATION BE LIABLE TO SUPPLIER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES SUPPLIER PROVIDES, EVEN IF DAYS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. CHANGES: Days Corporation reserves the right to make changes in drawings, designs, specifications, scope of work to be performed, time and place of delivery and method of transportation. If such change is to be made, it will be proposed in writing by Days Corporation in the form of a change Order. If any such change has an effect on the price, warranty, delivery date or indemnification provisions of the Order, an equitable written acknowledgement of the effect on the changed provisions shall be indicated

on the change Order. Supplier may not make any change in drawings, design specifications, scope of work to be performed, time and place of delivery and method of transportation without Days Corporation's written Change Order acknowledging the change. Any such Change Orders accepted by Supplier shall be incorporated in and amend the Order.

13. PACKAGING: Unless otherwise specified, the products Supplier sells to Days Corporation shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination. Supplier agrees to mark all containers with necessary lifting, handling, and shipping information and also Order numbers, date or dates. A packing list must be enclosed in all shipments showing the Order number and exact quantity and description of the goods shipped.

14. RISK OF LOSS: Regardless of the method of shipment used, Supplier agrees to deliver all product specified on the Order to the location(s) specified on the Order at Supplier's own risk. Supplier shall bear the risk of loss, destruction or damage until the items are accepted by Days Corporation.

15. DELIVERY: Time is of the essence. Supplier agrees to comply with Days Corporation's shipping, delivery, installation or startup schedules (as applicable) without any delay and without anticipating Days Corporation's requirements, and shall comply with the provisions and follow the procedures outlined in the Days Corporation Inbound Routing Guide that has been provided separately to Supplier or is available upon request. Shipments must equal the exact amounts identified in the Order and no partial shipments or runt cartons, changes or substitutions in specifications may be made without Days Corporation's prior written consent. Days Corporation's acceptance of late shipments or partial shipments shall not constitute a waiver of any of Days Corporation's rights to collect damages for goods not delivered or for late delivery. Supplier shall report to Days Corporation any delays in a schedule immediately as they become known to Supplier. Days Corporation reserve the right to cancel the Order and effect cover if Supplier cannot comply with the schedule(s) indicated on the Order. If dates are not specified on the Order, Supplier shall procure materials, fabricate, assemble and ship goods or provide services only as authorized by shipment releases Days Corporation issues to Supplier.

1. Except in case of force majeure, penalties shall be applied to the agreed delivery dates not met, based on calendar days.

- a. The penalty shall be 1% of the unit price of each supply per calendar day for the first two weeks.
- b. 5% per week for the following weeks. The total penalty is limited to 20%.

The penalty may vary with the item ordered and will be specified on the purchase order, in which case the above-mentioned penalties shall not apply. Days Corporation reserves the right to request from the supplier, in addition to the penalties, payment for any other damages directly or indirectly arising out of the delay attributable to the supplier. Days Corporation may return over shipments to Supplier at Supplier's expense for all packing, handling, sorting and transportation. Days Corporation may from time to time, and with reasonable notice, suspend schedules specified in the Order or such shipment releases. If it becomes necessary for Supplier to ship by a more expensive mode or multiple shipments other than specified on the Order to meet a schedule, Supplier shall pay any resulting premium transportation cost unless Supplier can establish to Days Corporation's satisfaction that the necessity for the change in routing is occasioned by force majeure events prior in written consent. UPS is Days Corporation's preferred shipping method for all UPS-compatible package freight shipments. XPO is Days Corporation's preferred carrier for day-definite less-than-truckload (LTL). For full truckload and intermodal freight transportation, contact Amber Schwing at ext. 364. She will also provide account numbers.

16. ACCEPTANCE: Payment by Days Corporation for the products or services delivered hereunder shall not constitute Days Corporation's acceptance. Days Corporation retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in Days Corporation's judgment defective, as well as the right to inspect Supplier's manufacturing operations, handling and storage of products and raw material, including the equipment used to manufacture the products. Days Corporation will give Supplier reasonable notice of any planned Supplier site visit. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement. Products rejected by Days Corporation and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense. In addition to Days Corporation's other rights, Days Corporation may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Days Corporation receive goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of Days Corporation's finished product, Days Corporation reserves the right to require the replacement, as well as payment of any resulting damages. When a shipment is rejected based upon Days Corporation's inspection, and such rejection increases the risk of jeopardizing

Days Corporation's production schedules by reason of the fact that at least some of the products are necessary to meet such production schedules, then Days Corporation, at its option, may charge Supplier for the reasonable costs of an increased level of inspection up to and including inspection of each of the products comprising such shipment.

17. DAYS CORPORATION PROPERTY: Any material or parts furnished by Days Corporation intended for use by Supplier in Supplier's execution of Supplier's duties as required by this Order are held on Days Corporation's behalf. All such materials or parts not used by Supplier in connection with this Order shall be returned to Days Corporation at Days Corporation's expense unless Supplier is otherwise directed in writing. If not accounted for or not returned to Days Corporation, Supplier shall pay or reimburse Days Corporation for such materials or parts. All such materials or parts will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with a loss payable to Days Corporation.

18. ASSIGNMENT/DELEGATION/SUBCONTRACTING: Supplier may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without Days Corporation's prior written approval. In the event of agreed delegation or subcontracting, Supplier shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and hereby guarantee satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Supplier shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance requirements of these Contract Terms and includes provisions protecting Days Corporation's Confidential Information in a manner consistent with the terms of this Agreement. All claims for monies due or to become due from Days Corporation shall be subject to deduction by Days Corporation for any setoff or counterclaim arising out of this or any other Orders with Supplier whether such setoff or counterclaim arise before or after such assignment, delegation, subcontracting or transfer by Supplier.

19. EXPORT/IMPORT: Any export credits belong to Days Corporation, and Supplier shall furnish all documents required for international shipments, and upon request, all documents required by Days Corporation to obtain export credits and customs drawback and remission. Supplier shall include a priced invoice with the master packing slip for international shipments. Upon Days Corporation's request, Supplier shall furnish certificates that identify the country of origin of the materials used in the goods Days Corporation purchase from Supplier and the value added thereto in each country.

20. COMPLIANCE WITH LAWS.

General: Supplier shall comply with all laws applicable in any jurisdiction in which any products or services are produced for, or delivered or provided to Days Corporation.

Environmental, Health and Safety Compliance: Supplier also represents and warrants that Products it supplies or delivers under this Agreement shall comply with all applicable national and international environmental, health, safety or product safety laws, regulations, treaties or other legal requirements relating to the manufacture, distribution, use and sale of the Products, including those requirements relating to the presence or use of chemicals or other materials in products (including but not limited to the laws and regulations of the United States (e.g., the Toxic Substances Control Act, the European Union (e.g., the Directive on the Restrictions on use of Hazardous Substances in Electrical and Electronic Equipment) and international law (e.g., the Montreal Protocol relating to ozone-depleting substances). Supplier shall obtain a similar agreement from all of its subcontractors. Supplier agrees to obtain and, including test reports prepared by certified and accredited testing laboratories relating to lead, phthalates and heavy metals content in the Products, to enable Days Corporation to ensure its own compliance with product safety laws, and to confirm compliance with this provision or to determine the environmental, health or safety effects of materials or chemicals contained in or used by a Product provided to or delivered on behalf Days Corporation by Supplier. Supplier also agrees to indemnify Days Corporation against any loss, expense and penalty incurred by Days Corporation as the result of Supplier's failure to comply with this provision.

Federal Acquisition Regulations: To the extent this Order is placed under an Days Corporation prime contract with the Federal Government, the provisions of Sections 52.219-8, 52.222-26, 52.222-35, 52.222-36, 52.222-39 and 52.247-64 of the Federal Acquisition Regulation ("FAR") in their version in effect as of the date this Order is placed are incorporated herein by reference with the same force and effect as if set forth herein. The full text of these FAR clauses may be accessed electronically at the following Internet website: www.acqnet.gov. The following changes to the FAR clauses are made for incorporation of these clauses in this Order: "Contractor" shall mean "Supplier"; "Contracting Officer" shall mean "Days Corporation's Purchasing Representative."; "Contract" shall mean this "Purchase Order."; "Government" shall mean "Days Corporation." and "Subcontractor" shall mean "Supplier's subcontractor." Supplier is not required to comply with the FAR clauses cited herein, except for FAR 52.247-64, with regard to Supplier's work performed outside the United States by employees who were not recruited within the United States.

Executive Order 11246: The parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable. Days Corporation is an Affirmative Action/Equal Opportunity Employer.

21. REMEDIES: Days Corporation's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by Days Corporation shall not constitute Days Corporation's waiver of any other breach of the same or any other provision. Acceptance of any items or payments therefore shall not waive any breach.

22. GOVERNING LAW/SUBMISSION TO JURISDICTION: This agreement shall be construed in accordance with the laws governing contracts made and to be performed in the State of Indiana, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods. Supplier hereby consents to the jurisdiction of any local, state, or federal court located within the State of Illinois and waives any objection which Supplier may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court.

23. LANGUAGE: The parties confirm that it is their wish that these Contract Terms, as well as any other documents relating hereto, including all Orders, notices, schedules, authorizations, attachments and amendments, have been and shall be drawn up in the English language only. Les parties confirment que c'est leur volonté expresse que ce contrat et tous documents y étant relatif, y compris les bons de commande, les avis, les annexes, les autorisations, les pièces jointes et les amendements soient rédigés en langue anglaise seulement.

24. ENTIRE AGREEMENT: This Agreement and associated documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded hereby. In the event Days Corporation acquires, is acquired by or merges with another company that has a written contract with Supplier, or otherwise assumes a contract between Supplier and the acquiring, acquired or merging company (each, a "Legacy Contract"), Days Corporation may at its sole option terminate the Contract by written notice and elect to have this Agreement govern all transactions between Supplier and Days Corporation and its Affiliates from and after the date given in the notice.