

TOYOTA TSUSHO AMERICA, INC.

GENERAL TERMS AND CONDITIONS FOR PURCHASE

DEFINITIONS. The word "Buyer" wherever used herein, shall mean TOYOTA TSUSHO AMERICA, INC. The party with whom Buyer places this Purchase Order is referred to as "Seller." The goods or services covered by the Purchase Order are referred to as the "Products." The term "Purchase Order" refers to and includes the Buyer's Purchase Order form which is issued herewith and incorporated herein by reference, whether set forth on the reverse of this document or a separate page or pages, these General Terms and Conditions, and any other document(s) specifically made a part of this Purchase Order by Buyer, also collectively referred to as the "Contract." "Buyer's Plant" means the plant or facility of Buyer specified on the face hereof. "End User" means the actual end user of the Products.

NO MODIFICATIONS. These terms and conditions supersede any conflicting conditions received from Seller. Any Seller generated document which contains terms additional to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless specifically accepted in writing by an authorized representative of Buyer, notwithstanding any course of performance or contrary provision of the Uniform Commercial Code. This clause shall constitute a specific objection to any term not specifically accepted by Buyer.

MODE. Mode of Shipment will be as designated by Buyer on the Buyer's Purchase Order.

PRICING. Pricing is based on the original quotation by Seller to Buyer. Pricing includes all government tariffs, duties, assessments, surcharges and other levies now existing and applicable, and any increase that may hereafter be imposed on the Products,

PACKAGING. Standard Export Packaging, ready to ship, unless otherwise specified in a writing executed by Buyer. Seaworthy packing is required for Products undergoing maritime shipping. All packaging, crating and/or other shipping materials, including dunnage, blocking and bracing, shipping pallets shall comply with ISPM 15 Solid Wood Packaging Requirements. Buyer's Purchase Order number must appear on the packaging and packing slip.

INSPECTION. Final inspection may be performed by the End User of the Products. Buyer may present all claims against the Products on behalf of the End User to the Seller.

DELAYS. Delivery dates indicated on orders are firm and must be honored. If any delays occur, expected or not, Seller must inform Buyer of the situation and give a revised delivery date and reason for delay. In the event delivery is delayed more than thirty (30) days from the date specified on the face hereof, Buyer may cancel this order without further liability and/or purchase replacement Products from a Third Party and charge the additional costs of same to Seller.

FORCE MAJEURE. Neither party shall be responsible for failure or delay due to causes beyond its control affecting the delivery of the Products. These causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of any public enemy, war, rebellion, insurrection, sabotage, terrorism, epidemic, quarantine restrictions, labor disputes, or controversies (including disputes or controversies which exist by reason of the refusal of either party to prevent, settle, or resolve such dispute or controversy on terms unacceptable to it), labor shortages, transportation embargoes, or failures or delay in transportation, fuel or energy shortages, power interruptions or failures, acts of God, acts, rules, regulations, orders or directives of any government or political subdivision, agency or instrumentality thereof, or the order of any court, regulatory, or arbitral body of competent jurisdiction (collectively "Force Majeure Events"). In the event that a Force Majeure Event lasts for more than thirty (30) days, the party whose performance is not affected by the Force Majeure Event may cancel the Contract without penalty and seek an alternative source or customer for the Products, as the case may be, upon ten business days' notice.

CANCELLATION. Buyer reserves the right, for any reason, to cancel any portion of this Purchase Order which has not been shipped or to make changes in the specifications, amount, type, etc., of the Products. Upon such cancellation or change, and subject to the other provisions hereof, Buyer shall pay Seller only the following amounts, without duplication, in final satisfaction of all obligations relating to this Purchase Order: (a) any amounts owing for conforming Products received by Buyer prior to cancellation or change and accepted in accordance with this Purchase Order; (b) the reasonable direct out-of-pocket costs incurred by Seller in connection with Products covered by this Purchase Order and not shipped prior to cancellation or change and a reasonable profit based on such costs; provided that the Seller shall use its best efforts to resell or re-use Products or components not shipped; and (c) an equitable price adjustment for any changes.

ERRORS. Stenographic and clerical errors are subject to correction and Buyer shall not be bound by inadvertent mistakes.

PAYMENT TERMS. Net 30 unless otherwise specified in the Purchase Order. All invoices from Seller shall include Buyer's Purchase Order number on them.

URGENT DELIVERY. If urgent delivery is needed due to delays, other than delays occasioned by the conduct of Buyer, Seller will be responsible for additional charges associated with expedited shipment of the Products being delayed.

WARRANTY. In addition to any other warranties provided by law or otherwise, Seller warrants that each Product shall: (i) be first quality, new production and conform to this Purchase Order in all respects; (ii) conform to all specifications, drawings, samples; descriptions furnished and/or specified by Buyer; (iii) be merchantable and fit for the purpose for which intended; and (iv) be free from all defects in design and workmanship.

Seller represents and warrants that good title to all of the Products shall be vested in Buyer, free and clear of any and all liens, encumbrances and future obligations or restrictions of any kind.

In the event of a breach of warranty, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may: (i) cancel all or any portion of this Purchase Order; (ii) require the Seller to repair or replace any or all Products, at Buyer's option and at Seller's sole expense; (iii) return nonconforming Products to Seller and request that Seller investigate the nonconformity and submit an action plan to Buyer to correct the nonconformity in a timely manner, at Seller's sole cost

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and expense; (iv) require the Seller to pay all transportation and other charges arising from delivery, storage or return of Products; and/or (v) purchase replacement Products from a Third Party and charge the same to Seller.

All warranties of Seller, express and implied, and remedies of Buyer, in this Section or elsewhere, shall survive the delivery, inspection, testing, acceptance and payment for the Products.

INTELLECTUAL PROPERTY. Seller warrants that the Products, including all work, materials, products, services, equipment, parts and other items provided by Seller pursuant to this Purchase Order, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third-party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any such claims of infringement. Seller shall indemnify and save Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller hereby, agrees to defend, at Seller's expense, if requested to do so by Buyer. Seller grants Buyer a non-exclusive, worldwide perpetual license to use, any Intellectual Property Rights embodied in the Products. "Intellectual Property Rights" means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to this Contract. To the extent that this Contract is issued for the creation of copyrightable works, the works will be considered "works made for hire" for Buyer. To the extent that works created for Buyer do not qualify as "works made for hire" for Buyer, Seller hereby assigns to Buyer all right, title and interest in all such copyrights. Seller grants Buyer and its customers a royalty-free perpetual, non-exclusive license to repair, reconstruct, remanufacture, re-flash or re-build the Products.

DEFAULT. Seller shall be in default hereunder if: (a) Seller does not comply with this Purchase Order in all material respects; (b) Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, and the same are not discharged within thirty (30) days of the date of filing; (c) Seller fails to provide Buyer with adequate assurance of Seller's ability to perform its obligations under this Purchase Order within ten (10) days of written notice by Buyer of Buyer's concern that Seller's financial or other condition or progress on this Purchase Order endangers timely performance. Upon any default hereunder, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may cancel all or any part of this Purchase Order without liability except to pay the contract price for Products delivered prior to notice of cancellation, purchase replacement Products from a Third Party, and recover from Seller on demand any and all increased costs and/or other damages relating to said default.

RETURN PART POLICY. Seller is responsible for replacing any defective or non-conforming Products. If a Product constitutes an assembly of parts and a need for a replacement of a defective or non-conforming part arises, Seller is responsible for any additional expenses related to such a return.

COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable foreign, federal, state, provincial and local laws, rules, regulations and ordinances in connection with the design, purchase, manufacture, sale, delivery and use of the Products, including, without limitation, the Foreign Corrupt Practices Act, the Patriot Act, the Money Laundering Control Act, and the United Kingdom Bribery Act of 2010. Seller shall obtain or make all approvals and filings, and, upon request, Seller will submit to Buyer evidence of such compliance. All invoices must carry the following certificate, and Seller agrees to comply with the referenced statute as to all Products: "We hereby certify that these Products were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and orders of the United States Department of Labor issued under Section 14 thereof."

PRODUCT AND CHEMICAL DISCLOSURE. Buyer reserves the right to request 100% disclosure of material and chemical composition as necessary to meet regulatory reporting requirements. Seller shall provide product material content reports through the International Material Data System (IMDS) or other means identified by Buyer for all Products, parts, components and raw materials sold to Buyer, to the extent required by law. Seller shall provide Buyer with Material Safety Data Sheets (MSDS) for all Products containing hazardous substances, as defined under 29 CFR 1910.1200 and other applicable regulations.

TITLE TRANSFER. Unless otherwise expressly agreed in writing by Seller and Buyer, title to the Products shall be conveyed by Seller to Buyer at the time that the risk of loss of the Products passes from Seller to Buyer.

CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM. The U.S. Bureau of Customs and Border Protection has created the Customs Trade Partnership Against Terrorism ("C-TPAT") program in which the U.S. Government and business will work to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its sub-tier suppliers, or drop shipments to its customers originating from off-shore of the United States. Seller agrees to ensure the physical integrity and security of all shipments under this Purchase Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures shall include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments.

EXPORT CONTROLS. Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this Purchase Order. Seller

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shall exercise strict control covering the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Seller agrees that no technical data, information or other items provided by Buyer in connection with this Purchase Order shall be provided to any Non-U.S. Persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Seller (including those located in the U.S.), without the express written authorization of Buyer and Seller's obtaining of the appropriate export license, technical assistance agreement or other requisite authorization for ITAR-controlled technical data or items.

CONFLICT-FREE GOODS. Seller warrants that Products sold to Buyer do not contain conflict minerals as defined by the Wall Street Reform and Consumer Protection Act and implementing regulations. Seller will supply documentation demonstrating that purchased Products are conflict-free within fourteen (14) days of such a request by Buyer. Seller will include contractual language in agreements with suppliers used to source finished goods or inputs used to manufacture goods for Buyer prohibiting the use of conflict minerals and requiring suppliers to supply documentation demonstrating that purchased goods are conflict-free within fourteen (14) days of such a request by Buyer.

FORCED LABOR. Seller warrants that neither Seller nor any of its subcontractors will use any illegal or involuntary labor of any type in manufacturing Products for sale to Buyer, including, but not limited to, child, slave or prisoner labor.

ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

APPLICABLE LAW AND ARBITRATION. This Purchase Order, the Contract and any contracts relating hereto or formed hereunder, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the internal laws of the State of New York and without the application of any presumption against a party as draftsman. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the City of New York, New York, in accordance with the Commercial rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The award of the Arbitrator(s) shall be made in writing and shall contain the reasons or grounds therefore. The Arbitrator shall not have the power to award consequential or incidental damages as against Buyer.

INSURANCE. Seller further agrees to obtain, at its own cost and expense, insurance against all liability arising from any of its acts or omissions under the Contract, including general liability, products liability, completed operations liability and contractual indemnity liability, naming itself and the Buyer as insured as their interests may appear in the amount of one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate annual limit.

Accepted: _____ (Seller)

By: _____

Title:

Date: