

Because our expertise and investment in people, processes and equipment is extraordinarily high, as it needs to be in order to meet the needs of our customers, we can not do business on standard terms and conditions that are posted or sent routinely by customers. We attempt to continuously inform customers, by separate letter or acknowledgement, or by marking on purchase orders, of certain conditions which we do not accept. However, THE FOLLOWING PROVISIONS SHALL APPLY IN EXPRESS DEVIATION OF THE RESPECTIVE CLAUSE OF ANY PURCHASE ORDER, ANY TERMS INCORPORATED THEREIN OR ANY OTHER SOURCING AGREEMENT, RELEASE OR WEB SITE POSTING, WHERE APPLICABLE. Those conditions continue to be rejected if they are again contained or referenced directly or indirectly in a purchase order. In addition, we may have separate agreements covering the items covered by, or capital invested in order to cover, a purchase order. These agreements are also incorporated herein and inconsistent terms are excluded or controlled by such contracts when addressed therein. Pricing that has been established based on anticipated production volume is subject to unilateral change by Autocam and its affiliates if volumes are not met, whether or not prices are stated as firm. Any right asserted by a customer to change the specifications or other characteristics of a component, unilaterally change the price or payment terms, including the right to terminate for convenience or based upon a lower price quoted or given by a competitor or claim a right to extend an existing accepted P.O. or other contractual commitment while still retaining a binding contract or requiring us to supply the component at the changed requirements or set price is not accepted and specifically rejected. In the event a material cost has materially escalated since setting of the price of a component, Autocam may request a new price be set and if no agreement on a new price is reached after six months from such request, Autocam may terminate the contract at any time thereafter on 30 additional days' notice, without further responsibility or liability. Indemnities, for patent violations or otherwise, which are based on designs or specifications not originated by us are excluded as are indirect or consequential damages. ANY WARRANTY OF FITNESS FOR A SPECIFIC PURPOSES IS EXPRESSLY DISCLAIMED as are warranties as to quality of material other than that passed thru from the supplier where the material, or supplier of the material, have been specified by the buyer, warranties for failing to comply with laws, other than the laws of the United States and warranties incorporated by reference to requirements of other entities. Our obligation, whether in the case of defect, failure, line shut down or upon recall, is limited to replacement of defectively manufactured parts and reasonable sorting costs when we are timely notified of such defects. Terms contained in any purchase order which are illegible are rejected. All terms purporting to establish or requiring the establishment of a security interest in our inventory or any other property are also rejected. Terms which purport to establish exclusive jurisdiction or choice of law for settlement of disputes, confidentiality, exclusivity in dealing or ownership or a right to acquire ownership of information, ideas, materials, tools, equipment or property of any sort or processes are rejected. Terms purporting to give a right to access to or inspection of our books and records, financial or otherwise, premises or processes are completely excluded as are terms purporting to establish a blanket right to terminate any or all of an arrangement based upon convenience, control or change of control. Terms purporting to give a right to extend periods covered or parts produced or prevent termination without specified notice that have not been specifically signed by us are rejected. All notice periods not specifically acknowledged and signed by us are objected to. Notice to us that purchases of any line of components from us will be terminated or materially reduced and re sourced is, at our option an immediate cancellation of all terms and conditions of purchase of all components from us that we select. Such components will be re priced in our sole discretion and delivery schedules are agreed on. All shipments made are in express objection to terms rejected hereby and with full reservation with respect thereto. These conditions can only be varied by a writing signed by our President or Vice President Sales & Marketing which expresses an intention to vary these conditions.

All Autocam quotes are made on the basis of payment net 30 days unless otherwise specifically stated and we charge 1.5% per month of the balance due on all delinquent payments.