

GREEN MANUFACTURING INC.
GENERAL TERMS AND CONDITIONS

1. General. These General Terms and Conditions apply to all written and oral purchase orders and amendments thereto (collectively referred to as "Order") for Goods sold by Green Manufacturing Inc. ("Seller") to the buyer/customer identified in the applicable purchase order ("Buyer"). The term "Goods" includes all goods (including without limitation raw materials, components, intermediate assemblies, end products, tooling and accessories) and services whether or not ancillary to a sale of goods to be provided under an Order. Buyer agrees to strictly comply with all of the Order's terms and conditions, including those contained in all documents incorporated into the Order by reference. Seller hereby rejects any different or additional terms in Buyer's acceptance of the Order or in any Buyer-provided documentation. A reference in any Buyer-provided documentation is not an acceptance to Seller of terms which conflict with forms and documents provided by Seller and a part of this Order. AN ATTEMPTED ACKNOWLEDGEMENT OF THE ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THE ORDER IS NOT BINDING UPON SELLER UNLESS SPECIFICALLY ACCEPTED BY SELLER IN WRITING, AND SELLER HEREBY OBJECTS THERETO. No course of performance or conduct by Seller shall be construed to waive, modify or otherwise adversely affect Seller's rights.

2. Shipping/Delivery. Shipping dates are estimates based on Seller's or its supplier's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's purchase order. All shipping dates are approximate and shall be computed from the date of entry of the purchase order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or formal acceptance, letter of credit, deposit and other conditions as specified in the Agreement, and of all drawings, information and approvals convenient or necessary for Seller to provide the Goods and/or to grant any credit terms.

Seller shall deliver the Goods by tendering the Goods for placement in the possession of a carrier and, unless otherwise advised by Buyer in writing, without liability, shall make such contract for their transportation as Seller decides having regard for the nature of the Goods and other circumstances. Seller will generally follow Buyer's shipping instructions, but may make reasonable changes thereto without liability and at Buyer's cost. On Buyer's request, Seller shall obtain and send to Buyer upon its reasonable request documents to assist Buyer in obtaining insurance. Seller is not responsible to prepay transportation or insurance costs. Buyer shall pay all handling and other charges incidental to transportation. Buyer is responsible for making any claim against the carrier, riggers and other handlers of the Goods after delivery to Buyer.

Whether or not Seller prepays shipping charges shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary. Notwithstanding the transfer of the risk of loss, title to the Goods shall remain with Seller until Buyer pays for the Goods in full.

Except as otherwise provided, Seller shall not be responsible for any freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges arising out of the performance of the Order. If such charges are specifically included in the price or Seller's obligations, any increase in rates for such services becoming effective after the date the price is quoted to Buyer shall be added to the price. All Goods shall be packed for shipment by Seller in accordance with Seller's standard practices. It is Buyer's responsibility, whether or not Seller arranges shipping, to determine whether additional packaging procedures and materials are appropriate for the shipment of Goods. Buyer shall pay Seller for the additional procedures and materials. Buyer shall pay Seller for additional handling charges for small, expedited or other shipments outside Seller's normal and ordinary course of business or the normal performance of the Order.

3. Prices and Payment. All charges are due and payable in accordance to the credit terms set forth on Seller's invoice. If the Buyer delays delivery from the agreed upon date, payment terms shall take effect on the date Seller is prepared to make shipment. The failure of Buyer to make any payments due to Seller shall be considered an event of default and, without limiting Seller's remedies at law or under this Agreement, shall entitle Seller to suspend or terminate the services or products provided to Buyer. All bills not paid within thirty days (30) of invoice due date, will be assessed a late charge of 1.5% per month (18% per annum) on the unpaid balance until paid in full. In the event that Seller brings any arbitration or other proceeding to collect amounts owed, Seller shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts.

Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations are firm only for a period stated therein and otherwise for 90 days from the date of the quotation, unless modified in writing by Seller prior to Buyer's acceptance. After any firm price period in a quotation or other communication, the prices are subject to change, and Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Unless otherwise provided, prices are for the Goods only, and do not include any amount for freight, insurance, fees, customs duties or federal, state or local excise, value added, sales, use, service, occupation, gross income, property or any other taxes, all of which shall be paid by Buyer even if the tax is assessable against Seller (except for taxes on Seller's net income). Buyer shall reimburse Seller for any such payments. Buyer shall pay upon receipt of all invoices issued by Seller to Buyer for any such items Seller may pay which were the obligation of Buyer under the Agreement to pay.

Seller may adjust the price to cover Seller's increased cost of performance due to increases in the costs and/or availability of labor, materials, production or transportation, change in the law or any other conditions beyond Seller's reasonable control after the date of Seller's latest quotation. Seller shall provide Buyer with 30 days' notice of all changes in price and copies of documents on which its price change is based.

Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, or manufacturing of the Goods and adjust the delivery schedule or any other performance by Seller, which Seller determines to be required by changes requested by Buyer to the Goods after the date of any quotation. Seller is not obligated to perform any such changes which would substantially affect Seller's performance, but shall be compensated for them if Seller complies with such requested changes. In addition, if any delay in delivery beyond the date of delivery scheduled at the time of entry of the purchase order is requested or otherwise caused by Buyer, Seller shall adjust the price as provided above.

If products sold by Seller are not shipped after notification has been made to the Buyer or its agent that it is ready for shipping, for any reason beyond Seller's control, including Buyer's failure to give shipping instructions, Seller may store the products at the Buyer's risk and expense. Buyer shall pay all handling, transportation, storage and insurance cost at the prevailing commercial rates.

4. Cancellation. Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Seller's written consent, which shall be in Seller's sole discretion and then only upon agreement to compensate Seller for all losses caused by such cancellation or changes.

5. Inspection. Buyer shall have seven (7) days after receipt of the Goods to inspect and either accept or provide notice of objection and/or rejection. If an item is rejected, notice must be given to Seller so that it will arrive no later than ten (10) days after receipt of the item by Buyer. Failure to so act shall constitute an irrevocable acceptance by Buyer of the item. Any objection and/or rejection by Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED. Buyer may reject the Goods only for material non-conformities and all non-material non-conformities shall be resolved under the express warranty. If Buyer rejects any tender of the Goods and if requested by Seller, Buyer shall return them to Seller, express, collect, within three days after such request. A failure to so return shall constitute an irrevocable acceptance. No attempted revocation of an acceptance shall be effective, and Buyer shall be limited to any available warranty remedies specifically provided in the Agreement. There shall be no limitation on the period of time in which Seller may cure any non-conformity or breach, provided Seller continues to make reasonable efforts to cure.

Any claim by Buyer for shortages in any delivery must be in writing with satisfactory written evidence delivered to Seller within seven (7) days of receipt of the shipment at Buyer's facilities.

Any expense incurred by Buyer in the inspection or testing of the Goods shall be paid by Buyer, whether or not the Goods have been rejected as defective or non-conforming or the Goods have been accepted and a warranty claim has been made for correction of a defect or non-conformity.

6. Warranty. If you are not completely satisfied with your purchase, please contact Green Manufacturing, Inc. at 800.473.3683 to request a return authorization within 30 days of purchase date for a product refund or exchange. We strive to provide exceptional quality products. Our products undergo a stringent quality control process, however if you feel that there is an issue with the quality of your product, please contact Green Manufacturing, Inc. immediately. We will accept unused parts for return or exchange for up to 30 days from the date of purchase with proof of purchase included with the return.

Seller's warranties against defects and non-conformities and defects shall continue to apply only so long as the Goods: (i) have been installed, maintained and used in conformity with instructions furnished by Seller from time to time, if any, and otherwise in conformity with the highest industry practices; (ii) have been subjected to normal use for the purpose for which the Goods were designed; (iii) have not been subjected to misuse, negligence or accident; (iv) have not been altered or repaired by

persons other than Seller or Seller authorized warranty service providers in any respect which, in the judgment of Seller, adversely affects the condition or operation of the Goods; and (v) have been fully paid for.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, REVENUE OR PROFITS, FEES OR FINES), EVEN IF SELLER HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

Seller's cumulative liability for all losses and damages under these General Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Seller, the amount of the fees payable by Buyer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Seller, the amount of Seller's labor services associated with the product sale.

Seller reserves the right to make, without notice to Buyer, alterations to a product that do not materially affect agreed specifications or the product's form, fit or function.

7. Indemnity. Buyer shall indemnify, hold harmless, and at Seller's election, defend Seller and its customers and their respective directors, officers, employees and agents and insurance carriers from and against any and all claims, demands, causes of action, proceedings, losses, costs, damages (including special, consequential, punitive and exemplary damages), liabilities, and expenses (including costs of defense, mediation, settlement, court costs, and reasonable attorneys' and other professionals' fees) (collectively, "Damages"), including claims for breach of warranty, death of or bodily injury to any person (including claims under workers' compensation or occupational disease laws), or injury to or destruction of any property (including environmental claims), to the extent such claims directly or indirectly relate to or arise out of or in connection with (i) any act or omission of Buyer; (ii) any claimed defect or nonconformity in the Goods supplied to Buyer by Seller hereunder that results from Buyer modifying the Goods after their delivery from Seller to Buyer or from Seller making the Goods according to Buyer's specifications; (iii) any default hereunder or other breach by Buyer of any provision of the Order; (iv) any claimed negligent or willful act or omission of Buyer or its suppliers, contractors, employees, agents or representatives; (v) any claimed negligence on the part of Buyer with respect to supervising, monitoring, directing or inspecting the Goods supplied by Seller hereunder; and (vi) the designs or specifications for the Goods provided by Buyer.

8. Termination for Default; Remedies. Seller may terminate or cancel the whole or part of this Order by written notice to Buyer if Buyer fails to: (a) pay money owing under the Agreement for more than seven (7) days; (b) accept delivery at the delivery point within seven (7) days from the date the Goods are first available for delivery as advised to Buyer by Seller, unless agreed otherwise in writing; or (c) carry out any other provision of the Order or breaches any of its material obligations under the Order and does not remedy that failure or breach within the remedy period set out in a written notice from Buyer giving full particulars of the breach and requiring it to be remedied.

The rights of termination or cancellation hereof are in addition to any right of action or remedy which Seller has in respect of any breach of the terms and conditions of the Agreement. The termination or cancellation of the Order does not affect the right of action or other remedy by the parties before termination in respect of any prior breach of the terms and conditions of the Order, including any breach which is the grounds of termination.

9. Force Majeure. Seller shall not be liable in any way for any default or delay due to contingencies beyond its control, or the control of its suppliers or subcontractors, which prevents or interferes with Seller making delivery or performing services on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, floods, droughts and any other contingency affecting Seller, its suppliers, or subcontractors; and Seller shall have the right to cancel a contract for services or cancel a contract of sale or to extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event of delayed or extended shipping dates due to the above causes, and the Buyer changes shipping instructions, any additional shipping charges shall be paid by the Buyer as a part of the purchase price.

10. Proprietary Information and Confidentiality. Any non-public information, including but not limited to, drawings, descriptions and any other technical documents which Seller makes available to the Buyer ("Confidential Information") shall remain the property of Seller and shall be treated as confidential by Buyer and its representatives and must not, without the written consent of Seller, be copied, reproduced, or transferred to third parties or be used for other purposes than those intended when the Confidential Information was made available. Confidential Information shall be returned upon Seller's request.

11. Assignment and Transfer. Buyer shall not assign any of its rights or interest in this Order or all or substantially all of its performance of this Order, without Seller's prior written consent. No assignment by Buyer, with or without Seller's written consent, shall relieve Buyer of any of its obligations under this Order or prejudice any of Seller's rights against Buyer. An assignment without Seller's written consent is ineffective and void.

12. Governing Law and Jurisdiction. These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions. All suits under this agreement shall be brought and filed in the State of Michigan.

13. Set-Off. Seller may offset or recoup any amounts owed by Seller or an affiliate of Seller to Buyer or an affiliate of Buyer against any amounts owed by Buyer or an affiliate of Buyer to Seller or an affiliate of Seller. Buyer waives any right of offset or recoupment and shall pay all amounts owed to Seller when due regardless of any claim of Buyer regarding warranties or other issues arising under contract, tort, statute or otherwise. Payment of such amounts by Buyer under written protest shall not constitute a waiver by Buyer of its claims.

14. Invalid Provisions. These Terms and Conditions shall be valid and enforced to the fullest extent permitted by law. If any term, condition, or provision of these Terms and Conditions, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements of the remainder of these Terms and Conditions, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

15. Miscellaneous. All modifications of the Order must be in a writing signed by Seller and Buyer. No claim or right arising from a breach hereof can be discharged in whole or in part by a waiver or renunciation unless supported by additional consideration and in writing signed by the aggrieved party. No waiver of a breach of any provision hereof by Buyer shall constitute a waiver of any other breach, or of the breached provision itself. This Order is not intended to benefit any third party. All notices, claims or other communications required or permitted hereunder shall be made in writing and will be effective only upon actual receipt of same. Notices to the parties shall be provided at the address of the applicable party set forth on the face of this Order or at such other address as a party may designate to the other party in writing.