

Toyo Seat USA Corporation

Terms and Conditions

1

These terms and conditions shall apply to all purchase orders or contract documents in which they are referenced.

1. Contract Formation; Identity of Buyer. Toyo Seat, USA, as identified in the Order is the "Buyer". Each purchase order issued by Buyer ("Order") is an offer to Seller for the purchase of goods and/or services ("Supplies") and includes and is governed by these Terms and Conditions of Purchase; together with any applicable supplemental terms issued with the Purchase Order ("Supplemental Terms"). The Order supersedes all prior agreements, orders, quotations, proposals and other communications regarding the Supplies covered by the Order. Any modification of Buyer's Terms must be expressly stated in the Order. Seller accepts these Terms and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. **The Order is limited to and conditioned upon Seller's acceptance of these Terms exclusively.** Any acceptance of this Order is limited to acceptance of the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any way any of the terms and conditions of the Order, whether in Seller's quotation form, acknowledgement form, invoice or otherwise, shall be deemed material and is hereby objected to and rejected, but such proposal or attempted variance shall not operate as a rejection of this Order if Seller accepts Buyer's offer by commencement of work, shipment or performance, or by other means, in which case the Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Supplies in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Order. The Order does not constitute an acceptance of any offer or proposal made by Seller, however if the Order is deemed to be an acceptance of a prior offer by Seller, such acceptance shall be limited to the express terms contained on the Order issued by Buyer, including these terms and conditions. Any proposal for additional or different terms in such prior offer by Seller shall be deemed material and is hereby objected to and rejected. An Order can be modified only under Section 35.

2. Term of Order. Subject to Buyer's termination rights, the agreement formed by the Order is binding on the parties for one year from the date the Order is issued, or, if an expiration date is stated in the Order, until that date. Subject to Buyer's termination rights, the Order will automatically renew for successive one-year periods after the initial term unless Seller provides written notice at least 180 days prior to the end of the current term of its desire that the Order not be renewed.

3. Quantities; Material Releases; Title; Risk of Loss. Quantities listed in each Order as "estimated" are Buyer's best estimate of the quantities of Supplies it might purchase from Seller for the contract term specified in the Order and are provided for informational purposes only. Seller acknowledges that such estimates, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such estimate. Seller acknowledges and agrees that unless specific quantities or percentage of Buyer's requirements are stated in the Order, such Order is for 100% of Buyer's requirements for the Supplies as established by Buyer's customer and that any variance of such requirements from the estimates is a result of changes in Buyer's customer's requirements. Consequently, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies. Buyer is required to purchase only those quantities identified as firm orders, in material authorization releases, manifests, broadcasts, or similar releases ("Material Releases") delivered by Buyer to Seller, or for services, to the extent expressly stated as a firm order in a Statement of Work signed by Buyer. Buyer may require Seller to participate in electronic data interchange or similar inventory management program, at Seller's expense, for notification of Material Releases, shipping confirmation and other information. If Seller is unable to make shipments as specified in this Order or in a release or schedule authorization, Buyer must be notified immediately. Unless otherwise stated on the Order, title and risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation carrier (or if shipment is by Seller or common carrier, then upon delivery to Buyer's designated facility). Time and quantities are of the essence under the Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as stated in the Order and related Material Releases, except as otherwise agreed in writing by the parties. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

4. Changes. Buyer reserves the right to make changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of Supplies. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from third parties. Seller will promptly make any such requested change. The Buyer will provide Seller with notice of any change through an amendment to the Order or the issuance of a new Order. If, as a result of such a change, Seller wishes to request a reasonable difference in price or time for

performance, Seller must notify Buyer of its request in writing within ten days after receiving notice of the change. Seller shall assert no claim under this Section after ten days following the notification of change by Buyer. Buyer can request additional documentation from Seller relating to any change in specifications, price or time for performance. Seller will not make any change in the Supplies' design, specifications, processing, packing, marking, shipping, price or date or place of delivery except at Buyer's written instruction or with Buyer's prior written approval.

5. Invoicing and Pricing; Premium Freight. Except as expressly stated in the Order, the price of Supplies includes storage, handling, packaging and all other expenses and charges of Seller. Incoterms 2000 will apply to all shipments except those entirely within the USA. Except as otherwise stated in the Order, Supplies will be shipped FCA (loaded) at Seller's final production location, using Buyer's transportation. All invoices for the Supplies must reference the Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, Seller's name and number, the bill of lading number, and other information required by Buyer. Buyer will pay proper invoices complying with all of the terms of the Order. The total price also includes all duties and taxes except for any government-imposed value added tax (VAT), which must be shown separately on Seller's invoice for each shipment. Buyer is not responsible for any freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will pay any costs incurred by Buyer, including costs charged by Buyer's customers to Buyer, as a result of Seller's failure to comply with shipping or delivery requirements.

6. Payment. Unless different payments terms are stated in the Order, Buyer will pay the undisputed portion of invoices for the Supplies by check within sixty days after receipt. All payments will be deemed to have been made as of the date of the postmark of the mailed payment. Invoices for tooling and/or capital equipment must be issued only as approved, as provided in the Order. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Supplies provided under the Order. Payment will be made in the currency expressly stated in the Order; if no such currency is noted, payment will be made in U.S. Dollars.

7. Packaging, Marking, Shipping, Disclosure, Special Warnings or Instructions. Seller will (a) properly pack, mark, and ship Supplies according to the requirements of Buyer, the involved carriers and the country of destination; (b) route the shipments according to Buyer's instructions; (c) label or tag each package according to Buyer's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment; Seller's name and number, and the bill of lading number, and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. Seller will promptly provide Buyer with the following information in the form requested by Buyer: (i) a list of all ingredients and materials in the Supplies; (ii) the amount of all ingredients, and (iii) information concerning any changes in or additions to the ingredients. Before and at the time Supplies are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Supplies, containers and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Supplies, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing. Seller agrees to comply with all national, state, provincial, and local laws and regulations pertaining to product content and warning labels, including without limitation the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC. Seller will reimburse Buyer for any expenses incurred as a result of improper packing marking, routing, or shipping.

8. Customs and Related Matters. Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will provide all information and certificates (including NAFTA Certificate of Origin) necessary to permit Buyer (or Buyer's customers) to receive these benefits or credits. Seller agrees to fulfill any customer or NAFTA related obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Supplies are Seller's responsibility unless otherwise stated in the Order, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in filling the Order that Seller purchases in a country other than the country in which the Supplies are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies' purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Seller will mark Supplies "Made in [country of origin]." Seller will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Seller

Toyo Seat USA Corporation

Terms and Conditions

2

warrants that any information that is supplied to Buyer about the import or export of Supplies is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported.

9. Inspection, Right to Audit. Buyer may enter Seller's facility to inspect the facility, Supplies, materials and any of Buyer's Property related to the Order. Buyer's inspection of Supplies, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in the Order releases Seller from the obligation of testing, inspection and quality control. If defective Supplies are shipped to and rejected by Buyer, the quantities under the Order will be reduced unless Buyer otherwise notifies Seller. Seller will not replace reduced quantities without a new Material Release from Buyer. In addition to other remedies available to Buyer; (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Supplies as Buyer deems necessary; (ii) Buyer may have corrected at any time prior to shipment from Buyer's plant Supplies that fail to meet the requirements of the Order; and/or (iii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Supplies. Seller will document corrective actions within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment of nonconforming Supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct a routine audit at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section.

10. Warranties. Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and customers that, during the warranty period, all Supplies delivered to Buyer will (a) conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable laws, orders, regulations and standards in countries where Supplies or vehicles or other products incorporating Supplies are to be sold, including without limitation the National Traffic and Motor Vehicles Safety Act, United States motor vehicles safety standards and European Union Directive 2000/53/EC; (c) be merchantable and free of defects in design (to the extent Seller provides the design), materials and workmanship; and (d) be selected, designed (to the extent Seller provides the design), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer. The warranty period is the longest of (a) three years from the date Buyer accepts the Supplies; (b) the warranty period offered by Buyer or Buyer's customer to end-users for Supplies installed on or as part of vehicles, or (c) the period during which any longer or broader government requirement covering the Goods applies. For all Services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards. Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Supplies that is or may become harmful to persons or property. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties. Seller shall indemnify and save Buyer, Buyer's Affiliates and their respective successors and assigns harmless from any breach of these warranties and, for greater certainty, no limitations on Buyer's remedies in Seller's documents, if any, shall operate to reduce this indemnification. Seller shall also indemnify Buyer from and against all liability or damages (including any lost profits, recall costs or other consequential damages) imposed upon Buyer resulting from acts or omissions of Seller in respect of Goods or Services.

11. Remedies. The rights and remedies reserved to Buyer in the Order will be cumulative with and in addition to all other legal or equitable remedies. At Buyer's request, Seller will reimburse Buyer for any incidental or consequential damages caused by nonconforming Supplies, including without limitation costs, expenses and losses incurred directly or indirectly by Buyer or its customers: (a) in inspecting, sorting, repairing or replacing the nonconforming Supplies; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Supplies. Consequential damages include reasonable professional fees incurred by Buyer. If any Supplies fail to meet the warranties contained in Section 10, Buyer shall notify Seller of the nonconformity and may at its option, elect to repair the nonconforming Supplies or Seller, upon request thereof from Buyer, shall promptly repair, replace or otherwise satisfactorily deal with the same in an acceptable manner to Buyer, all at Seller's expense and without limiting Buyer's other rights or remedies hereunder or otherwise. Seller's warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Supplies. If Seller fails to repair, replace or otherwise deal in a satisfactory manner with defective or non-conforming Supplies, Buyer may cancel the Order as to the particular Supplies and/or cancel the then remaining balance of the Order. After notice to Seller, all such defective or non-conforming Supplies shall be held at Seller's risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at

Seller's risk, and Seller shall pay all transportation charges, both to and from the original destination. Any payment for such defective or non-conforming Goods or Services shall be refunded by Seller, except to the extent that Seller promptly replaces or corrects the same at Seller's expense. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Supplies, and will participate in and comply with warranty reduction or related programs as directed by Buyer that relate to the Supplies. In any action brought by Buyer to enforce Seller's obligation to produce and deliver Supplies under the Order, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to specific performance of Seller's obligations under the Order.

12. Quality Compliance. Seller will conform to the quality control standards and inspection system, as well as related standards and systems (including without limitations, quality control policies, QS9000 and ISO 9000), that are established or directed by Buyer. Seller will also participate in supplier quality and development programs of Buyer as directed by Buyer. Seller agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) as specified by Buyer and (as applicable) Buyer's customers and agrees to present this information to Buyer upon request, at the level requested.

13. Price Warranty. Seller warrants that the prices for Supplies are and shall remain no less favorable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar Supplies in the same or substantially similar quantities and delivery requirements. If Seller reduces the prices of such same or substantially similar Supplies during the term of this Order, Seller shall reduce the prices of the Supplies to Buyer correspondingly. Seller warrants that the prices shown on this Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Seller expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices.

14. Service and Replacement Parts. During the term of the Order and for fifteen (15) years thereafter (unless a different period is agreed in writing by the parties or stated in Buyer's applicable Statement of Work), Seller will supply Buyer's written orders for service and replacement parts with Supplies, component parts, and materials that are the same as the Supplies, component parts and materials that Buyer purchases under the Order, at prices set forth in the Order plus any actual cost differential for special packaging. If the Supplies are systems or modules, Seller will sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in the Order, less assembly costs, plus any actual cost differential for packaging. At Buyer's request, Seller will make service literature and other materials available at no additional charge to support Buyer's service part sales activities. Six months prior to the expiration of the service and replacement part supply period, the parties will negotiate in good faith the continued purchase and sale of such service and replacement parts. If the Seller is unwilling to continue to supply such service and replacement parts to Buyer on terms and conditions acceptable to Buyer, Seller will, if requested by Buyer: (a) work diligently with the Buyer to identify an alternative source of supply that is acceptable to the Buyer; and (b) identify the Seller's component-part and raw-material suppliers relating to the Supplies.

15. Compliance with Laws. Seller, and any Supplies supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. All clauses required by these laws are hereby incorporated by reference into the Order. All materials used in the Supplies or in their manufacture by Seller will comply with current governmental and safety constraints on restricted, toxic and hazardous material as well as environmental, electrical and electromagnetic considerations that apply in the country of manufacture, sale, or destination.

16. Government Submissions. Seller will promptly notify the Buyer if it has provided information to any government entity regarding the Supplies, including any information provided to the U.S. Government in accordance with the following reporting requirements of U.S. law: 49 CFR Part 573 (Defect and Noncompliance Reporting) and 49 CFR Part 579 (Reporting of Information and Communications About Potential Defects). Seller's notification will include the following information: (a) the date the notification was provided to a government; (b) the affected Supplies (or components of the Supplies, as applicable); and (c) the report type (e.g., for reporting to the U.S. Government, an Early Warning Report or Noncompliance Report). With respect to Government Submissions involving derivative products, Seller will promptly notify the Buyer if it has provided information to a government regarding goods of a comparable or derivative nature to the Supplies that Seller has supplied to Buyer, including information provided to the U.S. Government of the type or kind described above. Upon the request of Buyer, Seller will provide Buyer or Buyer's customer(s) with access to and copies of any data, materials or information provided to a government relating to the Supplies, any component or part of the Supplies, or any materials or substances used in the Supplies or in connection with their production, including any test, manufacturing, field performance or warranty data. Seller will provide the information within 10 business days after receipt of Buyer's request. If Seller is restricted by contract, court order or otherwise from disclosing the

Toyo Seat USA Corporation

Terms and Conditions

3

foregoing information to Buyer, Seller will promptly notify the Buyer of such fact in writing. Buyer and Seller will agree on the steps to be taken by Seller to obtain the requested information.

17. Customer Requirements. As directed by Buyer in writing, Seller agrees to comply with the applicable terms of any agreements between Buyer and its customers to which Buyer provides the Supplies (as incorporated into products supplied to such customers). Buyer may in its discretion supply Seller with information regarding purchase orders from its customers. Seller will be responsible for ascertaining how such customer purchase order information affects Seller's obligations under the Order, and Seller will meet all such disclosed customer terms to the extent within Seller's control. By written notice to Seller, Buyer may elect to have the provisions of this Section prevail over any conflicting term between the Buyer and Seller.

18. Indemnification. To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless Buyer, Buyer's customers (both direct and indirect, including manufacturers of vehicles in which Supplies are incorporated), and dealers and users of the products sold by Buyer (or the vehicles in which they are incorporated) and all of their respective agents, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from any defective Supplies, or from any negligent or wrongful act of omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of an Order (including any part of these Terms). If Seller performs any work on Buyer's or Buyer's customers' premises or utilizes the property of Buyer or Buyer's customers, whether on or off Buyer's or Buyer's customers' premises: (a) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Seller's employees, contractors and agents will not possess, use, sell transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer, its customers, their respective agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's or Buyer's customer's property, except to the extent caused by Buyer's sole negligence. At Buyer's request, Seller will assume responsibility for the defense of any action that may be brought or threatened by a third party against Seller and/or Buyer or will assist Buyer in its investigation, defense or handling of any such claim.

19. Insurance. Seller will maintain insurance coverage with carriers and in amounts acceptable to Buyer. Seller will furnish to Buyer either a certificate demonstrating compliance with these insurance requirements or certified copies of all insurance policies within ten days of Buyer's written request. The certificate must provide that Buyer will receive thirty days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance will not release Seller of its liabilities under the Order. Failure of Buyer to request such certificate shall not affect Seller's obligations under this Section.

20. Termination for Breach or Nonperformance. In addition to any other remedies available at law, Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order; (b) fails or threatens not to deliver Supplies or perform services in connection with the Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within ten days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller; or (e) any other event causes Buyer reasonable concern with respect to Seller's continued performance under the Order. Seller will notify Buyer within ten days after entering into any negotiations that could lead to the situation specified in subsection (d) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

21. Termination For Convenience. In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may at its option immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Seller. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will: (a) promptly terminate all work under the Order; (b) transfer title and deliver to Buyer the finished Supplies, the work-in-process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer pursuant to issued releases and that Seller

cannot use in producing goods for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instructions from Buyer have been received; and (e) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of Supplies to a different supplier. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Supplies in the quantities ordered by Buyer that conform to the Order; (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer under part (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination; and (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d). Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Material Releases, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by Buyer. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination (or such shorter period as may be required by Buyer's customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller.

22. Force Majeure. Any delay or failure of either party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as: acts of God, restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority, embargoes, fires, explosions, natural disasters, riots, wars, sabotage, inability to obtain power, or court injunction or order. The change in cost or availability of materials or components based on market conditions regardless of whether or not such could have been anticipated by Seller will not constitute force majeure. As soon as possible (but no more than one full business day) after the occurrence, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at Buyer's expense all finished goods, work-in-process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller at its expense will take all necessary actions to ensure the supply of Supplies to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts.

23. Technical information Disclosed to Buyer. Seller agrees not to assert any claim against Buyer, Buyer's customers, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Buyer in connection with the Supplies covered by the Order, except to the extent expressly covered by a separate written confidentiality and/or license agreement signed by Buyer or by a valid patent expressly disclosed to Buyer prior to or at the time of the Order.

24. Proprietary Rights. Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against claims of direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Supplies procured or provided by Seller (including without limitation their manufacture, purchase, use and/or sale), including such claims where Seller has provided only part of Supplies, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such infringement is actually embodied in designs created by Buyer and provided in writing to Seller; (b) to waive any claims against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret); (c) that it hereby grants to Buyer and its subcontractors and direct or indirect customers a nonexclusive, worldwide, irrevocable royalty-free to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Supplies and to use repair, modify and sell any operating software incorporated in the Supplies in conjunction with Buyer's use or sale of the Supplies delivered under the Order.; (d)

Toyo Seat USA Corporation

Terms and Conditions

4

that manufactured parts based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent; (e) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of the Order; (f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (g) to the extent that the Order is issued for the creation of copyrightable works, that the works will be considered "works made for hire" and to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights and moral rights therein (including any source code). If the sale or use of the Goods is enjoined or in Buyer's sole judgment likely to be enjoined, Buyer may require Seller at Seller's expense (i) to procure the right for Buyer to use the Goods; (ii) to replace the Goods with equivalent non-infringing Goods; (iii) to modify the Goods so that they are non-infringing, or (iv) remove the Goods and refund the purchase price along with all damages suffered by Buyer. Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order (including without limitation computer programs, technical specifications, documentation and manuals) will be original to Seller and will not incorporate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Seller hereby grants to Buyer an irrevocable, nonexclusive and paid-up license to use in any manner all copyrighted materials of Seller, which are furnished to Buyer and which relate to the Supplies. Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order and all related Intellectual property rights, are owned solely by Buyer. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section. At no additional cost, Seller will grant Buyer a license to use any other intellectual property owned by Seller that is necessary or incident to the reasonably intended use, sale or application of the Supplies.

25. Buyer's Property. All tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessories, and accessions), packaging and all documents, standards or specifications, trade secrets, proprietary information and other materials and items furnished by Buyer, either directly or indirectly to Seller to perform the Order or for which Buyer has agreed to reimburse Seller (collectively, "Buyer's Property"), will become Buyer's Property (including passage of title) as it is fabricated or acquired, and will remain Buyer's Property regardless of payment. Buyer's Property will be held by Seller or by a third party, to the extent that Seller has transferred possession of Buyer's Property to a third party, on a bailment basis as a bailee-at-will. Seller bears the risk of loss and damage to Buyer's Property regardless of Seller's exercise of reasonable care. Seller is solely responsible for inspecting, testing and approving all Buyer's Property prior to any use, and Seller assumes all risk of injury to person or property arising from Buyer's Property. Buyer's Property will be housed, maintained, repaired and replaced by Seller at Seller's expense in good working condition capable of producing Supplies meeting all applicable specifications, will not be used by Seller for any purpose other than the performance of the Order, will be deemed to be personalty, will be conspicuously marked by Seller as the property of Buyer, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without Buyer's prior written consent. Seller will insure Buyer's Property with full fire and extended coverage insurance for its replacement value. Any replacement of or accessions to Buyer's Property will become Buyer's Property. Seller may not release or dispose of Buyer's Property to any third party without the express written permission of Buyer. Buyer will have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Only Buyer has any right, title or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in the manufacture of Supplies. Buyer and its affiliates have the right to take immediate possession of Buyer's Property at any time without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Effective immediately upon written notice to Seller, without further notice or legal action, Buyer has the right to enter the premises of Seller and take possession of all of Buyer's Property. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its nominees with immediate access to Buyer's Property. Seller's obligations to deliver Buyer's Property will not be subject to any set-off or counterclaim arising from this or any other transaction with Seller. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice or financing statements with respect to Buyer's Property. At Buyer's request, Buyer's Property will be immediately released to Buyer or delivered by Seller to Buyer either (i) FCA (loaded) transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of Buyer's selected carrier, or (ii) to any location designated by Buyer, in which case Buyer will pay Seller the reasonable costs of delivery. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Buyer's Property, including but not limited to molder's and builder's liens.

26. Seller's Property. Seller, at its expenses will furnish, keep in good working condition capable of producing Supplies meeting all applicable specifications, and replace when necessary, all machinery, equipment,

tools, jigs, dies, gauges, fixtures, molds, patterns and other items that are not Buyer's Property and that are necessary for the production of Supplies ("Seller's Property"). Seller will insure Seller's Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller's Property to produce goods or services similar to Supplies for other customers, including aftermarket customers, such goods or services will not incorporate any of Buyer's logos, trademarks, trade names or part numbers. Seller will not disclose or imply in its marketing efforts that such goods or services are equivalent to those purchased by Buyer. Seller grants to Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of Supplies under the Order upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items. This option does not apply if Seller's Property issued to produce goods that are the standard stock of Seller or if Seller is selling substantial quantities of like-goods to others.

27. Set-Off: Recoupment. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

28. Confidentiality. The parties acknowledge that proprietary and confidential information may be exchanged between the parties or developed for Buyer by Seller under the Order. "Confidential Information" is any information disclosed under the Order that meets all of the following requirements: (a) The information is non-public information that is proprietary to the Seller, the Buyer or any third party to which any of them has an obligation of confidentiality relating to the information; and (b) the information is disclosed to the receiving party in tangible form and identified as confidential in the tangible form or orally, and is identified as confidential at the time of disclosure, and is described in a written statement (which must also identify it as confidential) within a reasonable time after disclosure. The Buyer and the Seller will each use Reasonable Care to protect the confidentiality of Confidential Information of the Other Party. "Reasonable Care" is the standard of care that the party holding the information would use in protecting the confidentiality of its own confidential information. The receiving party will not disclose or permit disclosure to others, or use for other than the purposes of the Order, any Confidential Information of the other party. The obligations under this Section will continue for a period of five years from the date of disclosure of information covered by this Section, unless a longer period is agreed in writing. Following the expiration or termination of the Order, each party will promptly deliver to the other any and all documents and other media, including all copies thereof and in whatever form, that contain or relate to documents and other media, including all copies thereof and in whatever form, that contain or relate to Confidential Information of the other party. The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure; (b) after disclosure becomes publicly known through no fault of the receiving party; or (c) the receiving party can establish by written documentation was properly in its possession prior to disclosure to it or was independently developed by it without use of or reference to the disclosing party's information. Notwithstanding anything to the contrary in these Terms, any confidentiality or non-disclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement will control. The terms of the Order are deemed to be Confidential Information of Buyer.

29. No Publicity. Seller will not advertise, publish or disclose to third parties (other than to Seller's professional advisors on a need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Supplies covered by the Order or the terms of the Order, or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer's written consent.

30. Relationship of the Parties. Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, regardless of whether such employees or agents are located on Buyer's premises, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligations with respect to employees or agents of Seller or its contractors.

31. Non-Assignment. Seller may not assign or delegate its obligations under the Order without Buyer's prior written consent. In the event of any approved assignment or delegation authorized by Buyer, Seller retains all responsibility for Supplies, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

Toyo Seat USA Corporation

Terms and Conditions

32. Sales Tax Exemption. The Supplies purchased under the Order are identified as industrial processing and may be exempt from sales taxes. In such case, the tax identification number an/or other exemption information are stated in the Order or will be otherwise provided by Buyer.

33. Governing Law; Arbitration; Jurisdiction. The Order is to be construed according to the laws of the State of Michigan. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded. The arbitration provisions of this Section will be governed by the United States Federal Arbitration Act. If any dispute should arise concerning performance under or interpretation of this Agreement, then, prior to, and as a condition to either party's right to terminate this Agreement or any arbitration portion thereof or to initiate any legal proceeding in respect thereof, the parties shall take the following steps in an attempt to informally resolve any such dispute: (a) At the written request of either party, a representative of Buyer and Seller responsible for the on-going relationships under the Order shall meet in person and shall present to each other a written summary reflecting in reasonable detail the nature and extent of the dispute in question. Such an in-person meeting shall take place within five days of receipt of the request; (b) if within three days following the meeting the dispute is not resolved, then the matter in dispute shall be presented to the top executive of Buyer and Seller. Said persons shall hold an in-person meeting within three business days following a written request by either party which meeting shall include a presentation of the written descriptions of the dispute. The meetings shall be held at such location as is mutually agreed by the parties; (c) If any dispute remains unresolved after ten business days following the initial request for informal dispute resolution, then either party may continue informal efforts to resolve the dispute or refer the dispute for final settlement by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, 1939 Rhode Island Avenue, N.W., Suite 509, Washington, D.C. 20036 ("AAA"). Upon either party's request for arbitration, an arbitrator shall be selected by mutual agreement of the parties to hear the dispute in accordance with AAA rules. If the parties cannot agree on an arbitrator within thirty days of the notice of arbitration, each party will select a person from the AAA-approved commercial arbitrator list and those two people will jointly select a third person from such list who will conduct the arbitration as the sole arbitrator. For disputes amounting to \$10,000,000 or more, a panel of three arbitrators, who, again, shall all have had prior experience in resolving disputes with respect to the subject matter of the Order, shall be selected to hear the dispute. In such case, each party shall select one arbitrator who shall be unaffiliated with such party, and the two arbitrators shall select a third arbitrator. In the case of a three-arbitrator panel, the decision of a majority shall control. The location of the arbitration will be in metropolitan Detroit, Michigan unless the parties agree otherwise and the arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Rules of Civil Procedure. Each of the parties shall bear its own fees, costs and expenses of the arbitration and its own legal expenses, attorneys' fees and costs of all experts and witnesses. Unless the award provides otherwise, the fees and expenses of the arbitration procedures, including the fees of the arbitrator or arbitrators, will be shared equally by the involved parties. Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, either party shall have the right to seek equitable relief from any court of competent jurisdiction.

34. Language; Severability, No Implied Waiver. The parties acknowledge and agree that these Terms and all documents relating thereto will be in the English language only. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order will remain in full force and effect. The failure of either party at any time to require performance by the other party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Order.

35. Survival. The obligations of the Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.

36. Entire Agreement; Modifications. Except as described in Section 1, the Order, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced therein, constitutes the entire agreement between the Seller and the Buyer with respect to the matters contained in the Order. The Order may only be modified by a written amendment executed by authorized representatives of each party or, for changes within the scope of Section 9 of these Terms, by a purchase order amendment issued by Buyer. Buyer may modify these Terms with respect to future Orders at any time by giving written notice to Seller and such revised Terms will apply to all Orders issued thereafter and to any and all amendments issued thereafter to previously existing Orders.