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1/30/09 2071 005 OB 12 00118560

Faurecia Exhaust Systems, Inc. 543 Matzinger Road P.O. Box 64010 Toledo, OH 43612-0010 Tel 419 727 5000 Fax 419 727 5100

## BLANKET PURCHASE ORDER AMENDMENT

WINDSOR MACHINE & STAMPING LTD 5725 OUTER DRIVE R.R.#1 WINDSOR ON N9A 6J3 Canada

SHIP FAURECIA EXHAUST SYSTEMS, INC Louisville TO 4415 EAST INDIAN TRAIL LOUISVILLE KY 40213

- 12/13/04 Freight - FOB - Shipping Point INVOICE TO FAURECIA EXHAUST SYSTEMS P.O. BOX 64010 Ordered Requested -TOLEDO OH 43612-0010 Delivery -- FAYLOR, SONDRA SUPPLIER SO -BUYER REFRENCE CARRIER Original Description / Supplier Item Req. Dt Order No Ty Extension Ordered UM Unit Cost UM BLANKET PURCHASE ORDER This Blanket Purchase Order shall cover the requirements for the following item(s): Blanket Purchase Order Amendment #5 Reason for change: To add language to all directed/mandated Suppliers. Application: GMT610 Program Life: 8 Years Quote dated: 8/29/06 Estimated annual volume: 427,000 Frice change from \$0.6097 to \$0.827 .8270 PC V 12/24/09 PC ISOLATOR 15-03381-0 LEVEL NUMBER --->5 DRAWING NUMBER-> 15731502 28JN98 Program: GMT 610
GM# 15296912 Quote dated: 81/29/06 Print dated: Initial Release 4/8/05 Estimated Annual Vol.: 29,000 1.4243 PC PCISOLATOR 15-07904-8 LEVEL NUMBER -->I.R DRAWING NUMBER-> 15296912 08AP05 Program: GMT 610 GM# 15296913 Quote dated: 8/29/06 Print dated: Initial Release 4/8/05 Estimated Annual Vol.: 10,800 12/24/09 PC 1.9626 PC • ISOLATOR 15-07905-1 LEVEL NUMBER -->I.R DRAWING NUMBER > 15296913 08AP05 

This Purchase Order is for scheduling and delivery purposes only and does not create a contract for the purchase and sale of the goods ("Goods") listed on the face of this Purchase Order. The purchase and sale of the Goods are the subject of a written agreement between supplier and OEM. Faurecia has issued this Purchase Order so that it may issue releases for the Goods (on OEM's behalf) to supplier to facilitate the production, shipment and payment for such Goods between supplier and OEM. Faurecia will issue releases to supplier (on OEM's behalf) for the Goods based on instructions received from OEM. Faurecia shall only be liable to pay supplier (on OEM's behalf) for each of the Goods upon Faurecia's receipt of an indefeasible payment in full form OEM for each of such

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SHIP TO

FAURECIA EXHAUST SYSTEMS, INC Louisville 4415 EAST INDIAN TRAIL LOUISVILLE KY 40213

Ordered Requested - 12/13/04 Freight - FOB - Shipping Point 12/24/09 Taken By -

INVOICE TO FAURECIA EXHAUST SYSTEMS

P.O. BOX 64010 TOLEDO OH 43612-0010

Delivery -BUYER CARRIER

FAYLOR, SONDRA

SUPPLIER SO -

REFRENCE

Description / Supplier Item

Ordered

Unit Cost

IIM Extension

Original Req. Dt Order No Ty

Goods. In no event shall Faurecia be liable to supplier for any Goods shipped under this Purchase Order for which Faurecia has not been indefeasibly paid in full by OEM. OEM is the sole obligor to supplier for all obligations related to all Goods shipped under this Purchase Order. Any payment disputes or claims related to the Goods shall be addressed to OEM.

IJM

For all terms and conditions beyond thos listed below, refer to QF-CRP-T7-008-1, Faurecia Exhaust Systems, Inc. Document #1015 revision date as of 04/19/04.

Supplier has the responsibility to produce and ship via normal means.

Prices shown are firm through the expiration of this purchase order. It is intended that the supplier will implement an aggressive continuous improvement process that reduces total cost annually. Service parts at production pricing for five (5) years.

Continued sourcing is contingent on the supplier remaining competitive in quality, delivery and pricing.

All receipts subject to Faurecia Exhaust Systems, Inc. receiving and process inspection, zero defects are required.

Material certification and/or process statistical data is required to be on hand at suppliers and be provided to Faurecia Exhaust Systems, Inc. on demand.

Quality requirement reference TS 16949.

This purchase order is expressly conditional on the inclusion of all express and implied warranties and all remedies under the Uniform Commerical Code. Any dispute arising under this contract shall be adjudicated in an appropriate court of law rather than in an arbitration or other alternative dispute resolution proceeding. It is also conditional on compliance with all conditions within the supply agreement.

The balance of this purchase order shall remain as originally stated.

Freight: Prepaid 3rd party to Faurecia Exhaust Systems.

Please sign, date and return the acknowledgement copy to Faurecia Exhaust Systems, Inc. Attention: Purchasing Department.

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Вт

APPROX**E**D

Sales Tax

Total Order

2nd Month 2nd Day