

DAIMLER

Daimler Trucks North America

FREIGHTLINER

STOCK Purchase Order

Ship to:

MEMPHIS PDC
5745 CHALLENGE DRIVE
MEMPHIS TN 38115

Vendor Address

WINDSOR MACHINE & STAMPING LTD
27299 WICK RD
TAYLOR MI 48180

Your vendor code with us: AF32

Purchase Order Number Purchase Order Date

4500516851 04/11/2008

This order is not binding on Buyer until accepted by Seller. Acceptance should be executed on the acknowledgment copy that must be returned to Buyer. However, the supply of services or the shipment of goods will also constitute Seller's acknowledgment and acceptance of the purchase order terms and conditions. On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side and any clauses or signed documented referenced in the order, contains the complete and final agreement between Buyer and Seller and no other agreement modifying the terms and conditions is binding upon Buyer unless made in writing and signed by the Buyer's authorized representative.

Routing: PER INSTRUCTIONS

Notes:

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INVOICE, SHIPPING DOCUMENTS, PACKAGES AND CORRESPONDENCE MUST CONTAIN THE PO/RELEASE NUMBER AND PART NUMBERS. SHIPMENTS MUST INCLUDE PACKINGSLIPS.

F/L Purchase Order Number: 4500516851 Blanket Order Number:

Payment Terms: Net 30th Prox

Currency USD

F.O.B: FOBShip Point

Terms: Collect

Item	Material	Order qty.	Ship date
Description		Unit	Price per unit
Vendor mat.no.		Responsible Planner	
00010	D8HE 10C344 D	300	07/20/2008
ADJUSTER BOLT - AC UNIT		each	7.80
D7HT 10C344 DA		CSUNDAY	
TEXT/INSTRUCTIONS:			
00020	E5HE 10C344 A	2,160	07/20/2008
ROD ALT ADJ		each	7.80
E4HT 10C344 BA		CSUNDAY	
TEXT/INSTRUCTIONS:			

Invoice to:

Daimler Trucks North America LLC
P.O. Box 3591 Portland, OR 97208

Acknowledgement to:

Daimler Trucks North America LLC
P.O. Box 3849 Portland, OR 97208

If an annual purchase agreement is designated above, this order/release shall be subject to all terms and conditions of such annual purchase agreement.
If no annual purchase agreement is designated above, this order/release shall be subject to all terms and conditions of the face and back hereof.

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Daimler Trucks North America

Purchase Order Number
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MEMPHIS PDC
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Payment Terms: Net 30th Prox

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F.O.B: FOBShip Point

Terms: Collect

Item	Material	Order qty.	Ship date
Description		Unit	Price per unit
Vendor mat.no.		Responsible Planner	
00030	E5HZ 10C344 D	510	07/20/2008
ROD - ALT ADJ		each	7.80
E5HT 10C344 HA		CSUNDAY	
TEXT/INSTRUCTIONS:			
00040	E8HZ 10C344 A	30	07/20/2008
ROD ALTERNATOR - ADJUS		each	7.80
E8HT 10C344 EA		CSUNDAY	
TEXT/INSTRUCTIONS:			
Total net value excl. (tax & discount):		USD	23,400.00
Total tax:		USD	0.00
Total discount:		USD	0.00
Total net value incl. (tax & discount):		USD	23,400.00

For pricing questions email to: pdcparts@freightliner.com
Planner Contact Information

Invoice to:

Daimler Trucks North America LLC
P.O. Box 3591 Portland, OR 97208

Acknowledgement to:

Daimler Trucks North America LLC
P.O. Box 3849 Portland, OR 97208

If an annual purchase agreement is designated above, this order/release shall be subject to all terms and conditions of such annual purchase agreement.
If no annual purchase agreement is designated above, this order/release shall be subject to all terms and conditions of the face and back hereof.

TERMS AND CONDITIONS OF PURCHASE

Vendor is called Seller. and Daimler Trucks North America LLC is called Buyer. herein.

- 1. ACCEPTANCE - Sellers acceptance of this order is subject only to the terms and conditions in this order and any clauses or signed documents referenced in the order. Buyer expressly rejects any additional or different terms and conditions, including those which appear in any quotation, acceptance, shipping documentation, invoice or acknowledgment of Seller. Seller may not assert, as a defense to the enforcement of the conditions of this order, any conditions or limitations made in its acceptance. Upon Sellers acceptance, this order is the entire agreement between Buyer and Seller. Seller waives signed acceptance of the order by Buyer. Purchase orders may be transmitted to Seller electronically.**
- 2. AFTERMARKET AND SERVICE REQUIREMENTS -** Seller shall maintain availability of the goods purchased under this purchase order, at a reasonable price, for service parts requirements for a minimum of 20 years (25 years if the part is used for fire truck and apparatus or school bus chassis) following cessation of production use of the product.
- 3. ASSIGNMENT -** This order may not be assigned or delegated, in whole or in part, without Buyers prior written consent, including, but not limited to, the subcontracting of work to be performed or the transfer of liability for the performance of work under this order.
- 4. CHANGES -** Buyer may at any time make changes in the drawings, designs or specifications, method of shipping or packing, and the place of delivery of any goods under work covered hereby, and Seller agrees to promptly make such changes. Any changes to this order shall be made in writing or by electronic communication.
- 5. CLAIMS ADJUSTMENT -** In addition to any right of retort or recoupment provided by law, Buyer may at any time and without notice deduct or set-off claims by Seller (or its assignee or financing institution) for amounts due or to become due from Buyer against any claims that Buyer has or may have arising out of this or any other transaction between Buyer and Seller.
- 6. COMPLIANCE WITH LAWS -** Seller agrees to comply with all applicable federal, state and local laws, regulations and ordinances and to indemnify Buyer against all liability for Sellers failure to comply. The foregoing obligation includes without limitation compliance with all statutory, regulatory and contractual requirements that may be applicable to Seller pursuant to Buyers status as a contractor with the U.S. Government, the provisions of which are made a part of this purchase order by reference and include, without limitation, Federal Acquisition Regulations commonly known as Equal Opportunity, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era, Alternative Action for Workers with Disabilities and Utilization of Small Business Concerns.
- 7. CUSTOMS -** Seller will promptly notify Buyer in writing of material or components used by Seller in filling this order that Seller purchases in a country other than the country in which the goods are delivered to Buyer. Seller will furnish Buyer with any documentation necessary to establish the country of origin. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the purchase price of the goods. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Seller's suppliers and export credits, to the extent transferable to Buyer, are the property of Buyer. Seller will provide all documentation and take any necessary steps to drawback any duty, taxes or fees paid to, and to receive export credits from, the government of the country of origin upon exportation of the goods from such country. Seller will provide Buyer or the appropriate governmental authority all documentation and information required by law or regulation to determine the minimum duty to be paid upon the importation of the goods into any country or to obtain any refunds or drawbacks or duties paid. Seller warrants that the information regarding the import or export of the goods supplied to Buyer is true and correct and that all sales covered by this order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported. Seller will comply with the requirements of the Customs Trade Partners Against Terrorism (CTPAT) initiative.
- 8. ELECTRONIC DATA INTERCHANGE -** If requested by Buyer, Seller will use commercially reasonable efforts to implement electronic data interchange or another electronic procurement system determined by Buyer for order processing. All transactions shall be in accordance with Buyers users manual for electronic data interchange or other electronic procurement system. Implementation of electronic data interchange and transactions by Seller will be at Sellers expense.
- 9. ENFORCEMENT; SEVERABILITY -** Buyers failure to enforce any provisions of this purchase order or any other right or option available to it will not be construed as a waiver of such provisions, rights, or options or in any way to affect the validity of this purchase order. In the event that any one or more of the provisions are for any reason held invalid or unenforceable in any respect, that does not affect any other provision of this purchase order and the remaining provisions will remain in full force and effect.
- 10. GOVERNING LAW; JURISDICTION -** This order is to be governed by and construed under the laws of the State of Buyer's address as shown on this order. As permitted by Article 6 of the Convention on Contracts for the International Sale of Goods, Buyer and Seller agree that this purchase order is not governed by the Convention on Contracts for the International Sale of Goods. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court having jurisdiction over Seller or, at Buyers option, in a court having jurisdiction over Buyers location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any action or proceedings by Seller against Buyer may be brought by Seller only in a court having jurisdiction over the location of Buyer from which this contract is issued.
- 11. HAZARDOUS SUBSTANCES; LABELS -** Seller will notify Buyer in writing upon receipt of this purchase order if the products are subject to laws or regulations relating to hazardous or toxic substances, hazardous waste disposal, or to any other environmental or safety and health regulations. Seller will furnish at appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal (including without limitation material data safety sheets) in a form understandable by Buyers non-technical personnel and in enough detail to identify an action that the user must take concerning the material. All labels must conform to the ANSI Z39.5 standard for product safety labels or another standard acceptable to Buyer.
- 12. INDEMNITY; WORK ON BUYERS PREMISES -** SELLER AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER, ITS AGENTS AND CUSTOMERS AND THE USERS OF ANY GOODS OR SERVICES COVERED BY THIS ORDER FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, OR EXPENSE WHICH MAY BE INCURRED BY ANY OF THEM, INCLUDING WITHOUT LIMITATION ATTORNEY FEES AND COSTS, ARISING OUT OF, OR IN CONNECTION WITH, OR RELATED TO ANY CLAIM OF DEFECT IN THE DESIGN, MATERIALS, MANUFACTURE OR SALE OF SUCH GOODS OR SERVICES, OR IN ANYWAY RELATED TO SELLERS PERFORMANCE OF ITS OBLIGATIONS UNDER THIS ORDER. If Seller performs any work on Buyers premises or uses Buyers property either on or off Buyers premises, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of such work. Seller shall indemnify and protect Buyer against all liabilities, claims, or demands for injuries or damage to any person or property arising out of the performance of work on or use of Buyers property, including without limitation attorney fees and costs.
- 13. INSURANCE -** Seller will provide worker's compensation, comprehensive general liability, automobile, public liability, and property damage insurance in amounts and coverages sufficient to cover all claims hereunder. Such policies will name Buyer as an additional insured and contain endorsements stating that the policies are primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for Buyer. Buyer may require Seller to furnish evidence of the foregoing insurance but failure to comply with these insurance requirements will not relieve Seller of its liability and obligation under this clause.
- 14. INTELLECTUAL PROPERTY -** Seller warrants that the goods or services sold will not infringe any U.S. or foreign patent and/or any third party intellectual property right, and Seller will, at its expense, defend, indemnify and save Buyer harmless from and against any loss, damage, expense or liability, including attorney fees and costs, that results from any infringement or alleged infringement. Seller expressly waives any claim against Buyer that an infringement arose out of compliance with Buyers specification. If any of the goods or services furnished to Buyer become the subject of an alleged infringement of a patent or of the party intellectual property right, Seller shall, at its expense, after procure for Buyer the right to continue using the goods or services; replace or modify them so that they are non-infringing; or refund Buyers full purchase price. Seller agrees that Buyer or Buyers subcontractor has the right to repair, reconstruct, or rebuild goods delivered under this contract without payment of any royalty to Seller. Seller agrees that parts manufactured based on Buyers drawings and/or specifications may not be used for Sellers own use or sold to third parties without Buyers express written authorization.
- 15. INVOICING; PAYMENT -** Seller agrees to promptly render a complete and correct invoice to Buyer after delivery of the goods or the performance of services, and to accept payment in cash or its equivalent. Buyer may implement and pay Seller based on Evaluated Receipt Settlement. Time for payment and the period for each discount privilege shall not begin to run until a proper invoice is received. Buyer may withhold payment until proof of the absence of any liens or encumbrances on the goods is given to Buyers satisfaction.
- 16. LABOR DISPUTES -** Seller will notify Buyer immediately of any actual or potential labor dispute that is delaying or threatens to delay Buyers performance of this order. Seller will notify Buyer in writing 6 months in advance of the expiration of any current labor contract. At least 10 days before a labor contract expires, Seller will establish, at its expense, a 40 working day supply of goods in a neutral warehouse site to be located in the United States, at least fifty (50) miles from Seller's manufacturing locations.
- 17. PACKING; MARKING; SHIPPING -** Shipments shall be loaded in accordance with Buyers instructions, and Seller agrees to reimburse Buyer for all expenses incurred by Buyer as a result of improper packing, marking or loading. Buyers purchase order number, part number, and Sellers shipment identification number will appear on each package and bill of lading. Seller will promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyers instructions. Buyer may specify the carrier and/or method of transportation and Seller will process shipping documents and route shipments of the goods from the FOB port accordingly. Goods for two or more of Buyers locations will be shipped in separate packages for the different locations. Buyer may from time to time change shipping schedules previously furnished. Seller, or direct transportee or suspension of scheduled shipments. Buyers consent will be accepted as final on all shipments. Shipments in excess of those authorized may be returned to Seller, and Seller shall bear the transportation charges both ways for such shipments. Seller is responsible for the goods until delivery at the designated FOB point. Unless otherwise expressly agreed to in writing by Buyer, no charge shall be made for containers, crating, boxing, banding, dunnage, drayage, or storage. Buyer will not be responsible for delays in the payment of invoices if these requirements are not met.
- 18. PATTERNS, TOOLS AND DIES -** All patterns, tools, dies, or other material furnished by Buyer to Seller, or which are specifically used for by Buyer, and any replacement thereof, or anything affixed or attached thereto, shall be and remain Buyers personal property. Such property, if it can reasonably be done, shall be plainly marked or otherwise adequately identified by Seller as property of Buyer, and shall be safely stored separate and apart from Sellers property. Seller shall not substitute any property for such and shall not use such property except for making Buyers order. While in Sellers custody or control, such property shall be held at Sellers risk, maintained in accordance with good commercial practice, and subject to removal at Buyers request. Except for reasonable wear and tear, Supplier shall be responsible to, and shall promptly notify Buyer of, any loss or damage. Seller will keep such tooling or property in its possession and/or control fully covered by insurance, free of liens and encumbrances and will replace such tooling or property when lost, damaged or destroyed. Buyer shall have the right to enter Sellers premises at all reasonable times to inspect such property and Sellers records with respect thereto. All requests for reimbursement for tooling costs are subject to review, approval and audit by Buyer.
- 19. PERFORMANCE; DELAYS -** Timey delivery is essential; however, neither party shall be liable to the other for any delay or failure to perform where such delay or failure is caused by events beyond the reasonable control of the affected party. The foregoing shall be subject to the affected party giving reasonable notice to the other party. When deliveries are specified to be in accordance with Buyers written releases, Seller will not fabricate or assemble any goods except to the extent authorized by the written releases or to the minimum delivery quantities in this purchase order. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases. Seller agrees not to give any other customer of Seller any priority over Buyer in the allocation of Sellers production. In the event of delay or failure to perform by Seller, Buyer may give written notice to Seller of either termination of the purchase order or rejection of any partial or future performance. All damages suffered by Buyer and any premium transportation or other costs required to meet the specified delivery schedule will be at the expense of Seller.
- 20. PUBLICITY -** The parties may use their business relationship for advertising purposes only with the prior written consent of the other party. Seller will not place its, or any third party's trademark or designation on a part if it bears a trademark of Buyer or its affiliate, an identifying mark specified by Buyer, or if the part is based on Buyers design. Seller will sell such marked parts only to Buyer and will not sell them to third parties without Buyers prior written consent.
- 21. QUALITY; INSPECTION -** Buyer may inspect and evaluate all goods (including all tooling and material used in their manufacture), and all services at times and places designated by Buyer. Seller will provide and maintain a quality assurance system approved by Buyer and which meets Buyers written specifications. Buyer has the right to enter Sellers facility at reasonable times to inspect the facility, goods and materials relating to this purchase order, and any inspection will not constitute acceptance or affect Buyers rights.
- 22. RECALL / REPAIR CAMPAIGN -** If Sellers products or services create or contribute to a vehicle or component repair campaign or safety recall due to a vehicle or component defect, or non-compliance with the National Traffic and Motor Vehicle Safety Act, as revised, Seller shall pay the cost of repair or recall and correction, including labor and administrative costs, based upon Sellers proportionate responsibility for the defect or non-compliance. This section does not limit Sellers liability under other provisions of this purchase order. Seller agrees to comply with all requirements of the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act and its implementing regulations. At its own expense, Seller will provide information in such retail and according to a schedule specified by Buyer to enable Buyer to fulfill its obligations under the TREAD Act.
- 23. RELATIONSHIP -** Neither Seller nor its subcontractors, or the employees or agents of any of them, shall be deemed to be Seller's employees, or agents. Seller and its subcontractors are independent contractors and Seller shall be wholly responsible for withholding or payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them and as required by law.
- 24. REMEDIES; WAIVER; APPROVAL -** The rights and remedies reserved in this order to Buyer are cumulative and in addition to any other or further rights and remedies available at law or in equity. Without limiting the foregoing, if any goods fail to conform to the warranties provided by Seller, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by the nonconforming goods, including costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing nonconforming goods; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions; and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. No waiver of any breach of any provision of this order will constitute a waiver of any other breach or a waiver of such provision. Buyers approval of documents that do not relieve Supplier from complying with any requirements of this order.
- 25. TAXES -** Buyer will not pay Seller any state or local sales, use, or similar tax unless Seller is required by law to collect such taxes from Buyer. Federal excise taxes charged to Buyer will be separately stated or indicated as being included in the unit price. Seller agrees that no tax for which an exemption credit will be included in the price and will not be subsequently charged. Seller agrees to pay any and all personal property and/or ad valorem taxes assessed or levied against any property placed with Seller by Buyer for the purpose of fulfilling this purchase order.
- 26. TERMINATION -** If Seller (i) fails to deliver goods or perform services at the time specified, or (ii) fails to perform, repudiate or breaches any of the terms of this agreement, including Sellers warranties, and does not cure such breach within a period of 10 days after receiving written notice from Buyer specifying the breach, or (iii) becomes insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution proceedings, Buyer may cancel the whole or any part of this order without any liability, except for payment due for goods and services delivered and accepted. Upon such termination and written notice to Seller, Buyer will have the right to take title to and possession of all or any part of such work performed by Seller under this order. In addition, Buyer at its option may terminate all or a part of the work under this purchase order at any time, and Buyer shall have no liability with respect to goods or components produced, or work done, or supplies partially fabricated, in excess of authority contained in this order or in any shipment released to Seller pursuant thereto. In no event shall Buyer be liable for prospective or anticipated profits by reason of any termination. All terms, conditions and provisions of this purchase order shall survive cancellation or termination of all or any portion hereof.
- 27. USE AND PROTECTION OF INFORMATION -** The specifications, drawings, designs, manufacturing data and other information transmitted to Seller by Buyer in connection with the performance of this order is the property of Buyer and may be covered by one or more patents, patent applications or copyrights. Seller will handle all of this information in such a manner that it is kept confidential and is not used for any purpose detrimental to the interests of Buyer. Seller will secure written approval from Buyer before any of this information is released to anyone other than those requiring the information for the performance of work under this purchase order. The information will be returned promptly to Buyer upon request.
- 28. WARRANTY -** Seller warrants that all goods and services covered by this order conform to the specifications, drawings, samples or other description upon which this order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. This warranty runs to Buyer, its customers and users of its products. Seller agrees to promptly replace or correct defects of any goods or services not conforming to the foregoing warranty, without expense to Buyer, when notified of such nonconformity by Buyer. If Seller fails to promptly correct defects in or replace nonconforming goods, Buyer may make such corrections or replace such goods and services at Sellers expense or return them for credit or refund. In addition to other remedies, Buyer may reject nonconforming goods and return them to Seller at Sellers expense. Nonconforming goods may not be replaced without Buyers written authorization.