

**INTRA CORPORATION
STANDARD TERMS AND CONDITIONS OF SALE**

1. Offer, Acceptance and Modification.

All quotations given and orders for goods accepted by Intra Corporation ("Seller") are made subject to the following terms and conditions of sale ("Terms and Conditions") to the person or entity who buys or agrees to buy goods or services from Seller ("Buyer"). Buyer acknowledges agreement with these Terms of Sale by placement of an order to purchase goods from the Seller or its acceptance of goods called for in a purchase order. The terms of any quotation from Seller are valid for ninety (90) days from the date thereof, unless otherwise agreed by the Seller in writing. All quotations are developed based on information provided by the Buyer. In the event that there is any change in such information, Seller retains the right to amend or withdraw a quotation or refuse to accept an order from Buyer. These Terms of Sale supersede all prior written terms, understandings, purchase orders and assurances. Seller's acceptance of any order is subject to Buyer's assent to all of the terms and conditions set forth in Seller's acknowledgement, and Buyer's assent to these terms and conditions shall be presumed from Buyer's receipt of Seller's acknowledgement, or from Buyer's acceptance of all or any part of the goods or services ordered by Buyer from Seller. If a purchase order or other correspondence from Buyer to Seller contains terms or conditions contrary to the terms and conditions contained in Seller's acknowledgement, Seller's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by Seller of any of the terms and conditions contained in Seller's acknowledgement. No modification, change or waiver of any of the Terms and Conditions, nor any additional or different terms and conditions, shall be binding upon Seller unless specifically agreed to in writing by Seller's authorized representative; any failure by Seller to object to the provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of the Terms and Conditions nor an acceptance of any such provisions.

2. Delivery.

a. Unless otherwise provided on the face of this document, goods shall be delivered to Buyer F.O.B. Seller's loading dock or, for ultimate destinations outside of the U.S., ex works Seller's loading dock (as the latter shipping term is defined in Incoterms 2000). Delivery of products to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit.

Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of its obligations to accept remaining deliveries.

b. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

c. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, act of buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of its agreement to purchase.

3. Price; Payment Terms

a. Unless otherwise quoted in writing, prices shall be those in effect at time of shipment and payment terms shall be Net 30 days. In addition, a monthly service charge of 1-½ % per month will be added to past due invoices. Buyer shall not set off against or deduct from amounts payable hereunder any indebtedness or any other claim which Buyer may have or allege to have against Seller. All prices are subject to change without notice; and the price of products on order but unshipped will be adjusted to the price in effect at the time of shipment.

b. Seller hereby reserves a purchase money security interest under the Uniform Commercial Code in any goods sold to Buyer and any goods of Buyer in Seller's possession. In the event Buyer breaches any provision set for in these Terms and Conditions, including, but not limited to, any past due balances, together with interest, costs, and attorney fees as permitted herein, Seller shall have all the rights and remedies of a secured creditor under the Uniform

Commercial Code. Seller is hereby granted a power of attorney on behalf of Buyer to execute all appropriate documents to perfect and record such security interest.

4. Seller's Property.

Any and all intellectual property rights in Seller's quotation, schemes, designs, drawings and specifications shall at all times remain the property of Seller and Buyer shall make no use thereof except in connection with the use of the goods purchased by it. In the event that Seller supplies to Buyer any computer software, such software shall at all times remain the confidential property of Seller and Buyer shall execute Seller's standard form of software license for the use thereof. Any dies, jigs or tools that Seller manufactures or acquires in connection with its performance hereunder shall remain the property of Seller, notwithstanding any charges to buyer therefor. Any such charges convey to buyer the right to have the tools, dies or jigs used by Seller for performance hereunder, but do not convey title or right of possession or any other right.

5. Changes; Termination

a. Any changes, additions, or alterations requested by Buyer in the goods, quantities, destination, specifications, drawings, designs or delivery schedules shall be subject to Seller's express written consent. The parties shall negotiate in good faith the change a mutually agreed upon adjustment in price and terms for any such change.

b. No order may be cancelled or altered by Buyer except upon terms and conditions acceptable to Seller, as evidenced in writing by Seller's authorized officer. In the event of such a cancellation by Buyer has been approved by Seller, Buyer shall pay to Seller (i) the agreed unit prices for completed goods (or components or units of components thereof) under the order, (ii) all other costs incurred by Seller prior to cancellation directly connected with work under the order; (c) all other costs incurred by Seller associated with the cancellation of the order, including, without limitation, cancellation charges under subcontracts, charges for packing, removal to storage and/or restocking; plus (iv) 15% of the sum of (i), (ii) and (iii). Until Seller has received all of the foregoing cancellation charges, all goods produced under cancelled shall remain the sole and exclusive property of Seller, regardless of the state of completion of such goods.

6. Taxes.

Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing

fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore.

7. Delivery; Dunnage.

a. Buyer shall immediately inspect all goods from Seller upon Buyer's receipt and Buyer shall, within fourteen (14) days of such receipt, notify Seller in writing of Buyer's rejection of part or all of the goods and the reason(s) for such rejection. In the event that such notice is not timely given, Buyer expressly waives all rights to reject or to revoke acceptance of the goods and shall have accepted such goods and is liable to Seller for full payment of such goods. If the products are not shipped within 15 days after notification to Buyer that they are ready for shipping, for any reason beyond Seller's reasonable control, including Buyer's failure to give shipping instructions, Seller may store such products at the buyer's risk in a warehouse or yard or upon Seller's premises, and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefore.

b. Except as otherwise set forth herein, completion and delivery of goods and services will be at the time stated in Seller's Purchase Order verification or acknowledgement documents and at a place that is mutually agreeable to Buyer and Seller. In the event that delays, strikes, or other causes not within the control of Seller force postponement or delays, delivery dates or appointments will be appropriately adjusted and additional costs incurred by Seller, if any, will be reasonably determined and added to the contract sum.

c. The value of each special shipping device (for example, oil barrel, reel, tarpaulin, cradle, crib, etc.) used by Seller to contain or protect the goods in shipment shall be invoiced to and paid by Buyer as a separately stated addition to the price payable under the order. If Seller's proposal, quotation or other contract documents require the return of any such device, Buyer shall return such device to Seller in good condition, F.O.B. Buyer's plant, freight collect, within thirty (30) days after receipt thereof by Buyer. Notwithstanding anything to the contrary in the Contract, any and all costs, fees or other expenses associated with the disposal of any packaging or shipping devices, except for those shipping devices returned to Seller in accordance with this section shall be the sole and exclusive responsibility of Buyer.

8. Limited Warranty.

a. Seller warrants for a period of one (1) year from the date of initial operation by Buyer or eighteen (18) months from the date of shipment, whichever period shall expire first, that the goods manufactured and sold by Seller under an order are free from defects in materials and workmanship. If within such warranty period any good shall be proved to Seller's satisfaction to be defective or nonconforming, Seller, at its sole discretion, shall repair or replace, or adjust the price of, such item. Such repair, replacement or adjustment (i) shall be Seller's sole obligation and Buyer's exclusive remedy with respect to breach of warranty, (ii) shall in no event exceed the price paid by Buyer for the defective or nonconforming goods, and (iii) shall be conditioned upon Seller's receiving written notice of any defect within ten (10) days after it was discovered or by reasonable care should have been discovered and Buyer's return of the defective or nonconforming good to Seller .

b. The warranty set forth in above does not cover the following costs: (i) any shipping costs; (ii) any costs relating to the removal of defective or nonconforming goods or the reinstallation of repaired or replaced goods; and (ii) any labor, travel and living costs relating to the repair or replacement of goods. The warranty set forth in above does not apply to, and shall be void with respect to defects caused by: (i) physical abuse of the goods or any component or acts of vandalism by any persons other than Seller, its employees, agents, or subcontractors; (ii) alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than Seller, its employees, agents or subcontractors; (iii) use or attempted use of the goods or any component other than in accordance with any instructions supplied to Buyer by Seller; or (iv) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the sole negligence of Seller or its employees, agents, or subcontractors. With respect to goods or components not manufactured by Seller, Seller's warranty obligations shall in all respects conform and be limited to the warranty actually extended to Seller by the supplier of such goods or components, but in no event shall Seller's warranty obligations be greater than those provided under these Terms and Conditions.

c. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY

ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

d. Buyer acknowledges that Seller has no control over any application and use of goods sold by Seller and that Buyer shall be solely responsible for assuming compliance of goods with all federal, state and local laws and requirements applicable to Buyer or the goods, including, without limitation, all OSHA requirements and other safety laws and requirements.

e. Any description of goods, whether in writing or made orally by Seller or by Seller's employees or agents, and any specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with order, are for the sole purpose of identifying goods and shall not be construed as an express or implied warranty unless expressly designated as such in writing by Seller's authorized officer. Any suggestions by Seller or Seller's employees or agents regarding any use, application or suitability of goods shall not be construed as an express or implied warranty unless confirmed to be such in writing by Seller's authorized officer.

9. Indemnification.

To the fullest extent permitted by law, Buyer agrees to indemnify, hold harmless and defend Seller and its affiliated companies, their directors, officers, employees, and agents ("Indemnitees") from and against any loss, liabilities, cost, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon Indemnitees and all attorney's fees and other cost of litigation ("Liabilities") arising out of injuries to persons, including death, or damage to property caused directly or indirectly by Buyer, its employees, agents, or subcontractors, or in any way attributable to the performance of Buyer. Buyer agrees to indemnify, hold harmless and defend Indemnitees from and against all liabilities arising out of actual or alleged infringement that arising from Seller's compliance with the specifications or other instructions of Buyer, including but not limited to infringement of any patent, trademark or copyright relative to the goods.

10. Exclusive Remedy.

Seller shall be given reasonable and prompt opportunity to examine any claim of defect by the Buyer. Buyer agrees that its sole and exclusive remedy against Seller shall be limited to the repair or replacement of non-conforming or defective goods. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to

repair or replace the defective goods and, in any event, Seller's liability for any damages due to Buyer shall be limited to the purchase price of the goods at issue in the claim. Notwithstanding the foregoing, the Seller shall have the option of replacing or correcting defects or otherwise crediting Buyer for all or a reasonable portion of the amount of the purchase price of the goods at issue.

11. Limitations.

SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN DELIVERY OR INSTALLATION OF THE GOODS OR FOR ANY FAILURE TO PERFORM WHICH IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS AT ISSUE IN THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Force Majeure.

Seller shall not be liable for delays or failures in performance of an order or default in delivery arising out of or resulting from causes beyond its control. Such causes include, but are not restricted to, acts of God, acts of Buyer, acts of the Government or the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather or default of Sellers due to any of such causes. In the event of any such delay of Seller's performance, Buyer shall honor its obligations hereunder as soon as Seller is able to perform.

13. Subcontract.

Seller may subcontract to another party any portion of its responsibilities hereunder without the prior written consent of Buyer.

14. Choice of Law; Venue.

a. These Terms and Conditions are made in, and shall be governed and controlled in all respects by the laws of, the State of Michigan and all disputes, including

interpretation, enforceability, validity, and construction, shall be determined under the law of the State of Michigan, without regard to any conflict of law provisions. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

b. The parties submit to the exclusive jurisdiction and venue of the District and Circuit Courts for the County of Wayne, State of Michigan, the United States District Court for the Eastern District of Michigan with respect to any actions arising, directly or indirectly, out of these Terms and Conditions or the performance or breach of these Terms and Conditions. The parties stipulate that the venues referenced in the Terms and Conditions are convenient. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.

15. Waiver.

Seller's failure to exercise a right or remedy or Seller's acceptance of a partial or delinquent payment shall not operate as a waiver of any of Seller's rights or Buyer's obligations under the Terms and Conditions and shall not constitute a waiver of Seller's right to declare an immediate or a subsequent default.

16. Assignments.

No assignment of these Terms and Conditions or of any right or obligation under the Agreement shall be made by Buyer without the prior consent of Seller. In the event of a proper assignment, these Terms and Conditions shall be binding upon and inure to the benefit of the Buyer's successors and assigns.

17. Integration.

These Terms and Conditions constitute the entire understanding between the parties with respect to the subject matter of the contract and supersedes any prior discussions, negotiations, agreements and understandings. Modifications to these Terms and Conditions can be made only by a writing signed by each party.

18. Injunctive Relief.

Buyer acknowledges that irreparable injury will result from the failure of Buyer to comply with the terms of these Terms and Conditions. In the event of any actual or threatened default or breach by Buyer or any of the provisions of these Terms and Conditions, Seller shall have the right to specific performance or injunctive relief, as well as monetary damages, including costs and attorney fees, and any other appropriate relief.

19. Attorney Fees and Costs.

In the event of Seller's enforcement of any term or condition in these Terms and Conditions, Buyer shall be liable to Seller for all costs, including attorney fees, incurred by Seller in enforcing these Terms and Conditions and in collecting any sums owed by Buyer to Seller.