



Standard Terms & Conditions

Unless otherwise expressly agreed in writing by Truck-Lite Co., LLC ("Buyer"), the terms and conditions set forth herein shall apply to any and all purchase orders (each, an "order") placed by Buyer with your company ("Seller").

Acceptance – Complete Agreement

Buyer's issuance of an order is subject to, and is expressly conditioned upon, Seller's assent to the terms and conditions set forth herein. The terms and conditions set forth herein, together with any terms and conditions specifically set forth in the order, shall constitute the sole and exclusive agreement between the Buyer and Seller related to the purchase transactions contemplated by the order, which assent by Seller shall be deemed given unless Seller shall notify Buyer of Seller's objection to any such term or condition herein or therein within five (5) days after Buyer's receipt of the order.

The terms and conditions stated herein and, if applicable, in the order govern in the event of conflict with any terms of Seller's proposal. The terms and conditions herein are not subject to change by reason of written or verbal statements by Seller or by any terms stated in Seller's acknowledgement or otherwise, and any purported terms and conditions of Seller that are different from or in addition to those contained herein and in the order are expressly rejected by Seller. No modification or change of any kind shall be valid, enforceable or binding on Buyer, unless such modification or change has been expressly agreed to in writing by Buyer.

Pricing

All prices contained in an order are firm and are not subject to change unless noted therein or such price change is otherwise expressly agreed to in writing by Buyer. Seller shall give Buyer at least thirty (30) days advance notice of any price change. No additional charges will be allowed or enforceable against Buyer for packing, boxing, or cartage unless specifically stated in the order.

Taxes

Except as expressly set forth in the order, the order price includes all applicable federal, state and local taxes in effect on the order date. In case of new taxes, increased rates, repeal of taxes or reduction of rates pertinent to the order, the order price shall be adjusted accordingly.

Product Identification and Packaging

All shipments and packages must comply with Truck-Lite's packaging guidelines (as amended, supplemented or replaced from time to time, the "Packaging Guidelines"), a copy of which is available on Buyer's website at www.truck-lite.com/content/supplier. Any package that is delivered and does not comply with the Packaging Guidelines may be considered defective (see "Defective Material" below) or past due.

Right to Inspect

Buyer reserves the right to conduct an inspection on-site at Seller's location on product ordered. In addition, all goods will be subject to Buyer's inspection and approval after delivery at Buyer's destination. Nothing herein shall relieve Seller from its obligation of testing, inspection, quality control or compliance with product specifications. Seller is responsible for submitting any requested test data to Buyer prior to shipment.

Product Specifications

Goods called for by Buyer's order must conform to the specifications and quantities so ordered and shall be produced as a minimum in compliance with the applicable certified quality system standard or equivalent to ISO9001, or TS16949, or ISO17025, or A2LA. No substitutions are to be made by Seller unless expressly agreed to in writing by Buyer. Seller is responsible for submitting written notification of any product changes sixty (60) days prior to change. Buyer reserves the right to make modifications to the specifications of products not previously authorized for manufacture or delivery to Buyer, and Buyer shall notify Seller of such modifications of specifications.

Deliveries

Unless specific custom manufacturing or reasonably immediate delivery dates are expressly authorized in an order, Seller shall not manufacture or ship any of the goods covered by the order for the account of Buyer until expressly authorized in writing by Buyer. Buyer shall have no responsibility for any goods manufactured for or delivered to Buyer by Seller except to the extent to which Buyer has (i) instructed Seller to commence such custom manufacturing or (ii) authorized Seller to reasonably immediately deliver the products involved. Buyer reserves the right to terminate, in whole or in part, any order for goods for which Seller has not been authorized to commence manufacture or commence delivery for the account of Buyer without charge or penalty to Buyer. As to authorize deliveries, Seller agrees to ship merchandise via Buyer's preferred carrier list. Buyer requires 100% "on-time" delivery of product from Seller. In the event any delivery of merchandise or products is delivered after the advised delivery date, Buyer shall be entitled to a credit of 5% of the order amount. Buyer shall be entitled to an additional 1% credit for each subsequent 7-day delay in receipt.

Defective Material

Buyer has adopted a Supplier Non-Conformance Policy (as amended, supplemented or replaced from time to time, the "Supplier Non-Conformance Policy"), a copy of which is available on Buyer's website at www.truck-lite.com/content/supplier. Seller represents that it has reviewed the Supplier Non-Conformance Policy, and Seller hereby accepts and agrees to abide by the Supplier Non-Conformance Policy. In the event of any defect or noncompliance to specifications with Buyer's order, Seller acknowledges that the Supplier Non-Conformance Policy provides to the Buyer, among other rights, (i) the right to reject shipments containing defective goods or goods failing to conform to the product specifications contained in Buyer's order; (ii) the right to return such rejected goods or shipments to Seller at its expense or, in Buyer's discretion, the right to make repairs to defective goods and to charge Seller with Buyer's actual costs of making such repairs; and (iii) the right to impose fees and otherwise recover costs related to defective or non-compliance shipments. Warranty

Seller warrants, as to products or goods sold by Seller to Buyer, that such products or goods are expressly and impliedly warranted as to merchantability, being fit for use for the particular purposes contemplated in the transaction. Seller further warrants that all such products or goods are (i) free from defects in material and/or workmanship and/or design, if design responsibility is that of Seller, sufficient for the purposes intended by Buyer and its customers, and (ii) in compliance with all relevant governmental and industry standards for such products or goods.

Intellectual Property Infringement

With respect to products and goods ordered by Buyer for which Seller has design responsibility, Seller warrants that the products or goods purchased by Buyer and the use thereof by Buyer and its customers will not infringe or misappropriate any intellectual property rights, including, without limitation, any copyright, patent, trade secret, trademark, or other intellectual property right. Seller shall defend, indemnify and hold Buyer and its agents and customers harmless from any and all liability, loss (including, but not limited to, lost profits), damage, cost and expense (including, without limitation, attorney fees) and claims therefor arising from or related to such infringement or misappropriation or claims thereof. Seller will, upon Buyer's request, appear and defend at Seller's own expense any such suit or action Buyer will have the right to be represented by its own counsel in any such suit or action.

Indemnification

With respect to products and goods sold under an order to Buyer for which Seller has design responsibility, Seller shall defend, indemnify and hold Buyer and its agents and customers harmless from any and all liability, loss (including, but not limited to, lost profit), damage, cost and expense (including, without limitation, attorney fees) and claims therefor arising from or related to any claim of defect in the design, materials, manufacture or sale of the products or goods purchased by Buyer under an order, or in any way related to Seller's performance of its obligations thereunder.

If Seller performs any work on Buyer's premises or uses Buyer's property either on or off Buyer's 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 Buyer's property, including without limitation attorney fees and costs.

Confidentiality – Buyer's Intellectual Property

Where articles are made according to drawings or specifications submitted by Buyer, the design shall be solely owned by Buyer, with Buyer holding all intellectual property rights to the design. Seller agrees not to reveal to any other person or use for any other purpose other than Buyer's order any information that is considered proprietary by Buyer, unless such has been expressly agreed to in writing by Buyer.

Buyer's Property

All designs, tools and material furnished by Buyer, together with any replacements or additions, shall remain the property of Buyer and shall not be used for any purpose other than completing an order made by Buyer, and all such shall be returned to Buyer on demand. All designs, tools and material owned by Buyer should be clearly identified as Buyer's property. Seller shall keep in full force and effect a policy of property damage insurance with respect to Buyer's property in Seller's possession. Such policy shall name Buyer and Seller as insured to the full extent of the policy and shall contain a clause that the insurer will not cancel or change the insurance without first giving Buyer ten (10) days prior written notice. A copy of such policy or a certificate of insurance shall be delivered to Buyer. Seller shall be responsible to assure that property owned by Buyer shall be maintained and kept in good working condition.

Laws

Seller will comply with all applicable federal, state and local laws, orders, rules and regulations, and warrants that all products or goods supplied hereunder will be produced in compliance with the same. Seller specifically represents that it has complied with, and warrants that it will comply with, all Equal Employment Opportunity and Affirmative Action Plan requirements described in Executive Order 13496, as amended, and any successor thereto. Seller also specifically represents that it does not, and warrants that it will not, utilize slave, prisoner, child, or any other form of forced or involuntary labor, as defined by applicable law, in connection with the supply of products or good to Buyer contemplated by an order. Upon Buyer's request, Seller will provide written certifications of compliance with any pertinent federal, state or local law.

Conflict of Interest

No officer, director, employee or agent of Seller shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with an order or enter into any business arrangement with any officer, director, employee or agent of Buyer unless such business arrangement is clearly for the direct benefit of Buyer.

Conflict Minerals

Seller shall use due diligence to comply with all legal requirements for Conflict Minerals (defined below). Conflict Minerals include cassiterite, columbite, gold, tantalite, and wolframite, or their derivatives (including tantalum, tin and tungsten) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and Central Africa. Seller represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any products or goods sold by Seller to Buyer. For the purposes of making such representation and warranty, Seller will use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the United States Securities and Exchange Commission ("SEC") rules and the relevant best practices developed by industry. Seller shall indemnify, defend, and hold harmless Buyer (including its affiliates, subsidiaries, members, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any actual or alleged Conflict Minerals content or Seller's noncompliance with this paragraph. Seller shall further assist Buyer with any requests for information, certifications, or other similar documents as Buyer may reasonably request to ensure products', goods' and Seller's compliance with this paragraph, and Seller shall notify Buyer promptly upon discovering or having reason to believe that any product or good fails to comply with the representations and warranties in this paragraph. For purposes of this provision, "Conflict Minerals" has the meaning set forth in Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, and the SEC rules adopted in connection therewith, as such law and rules may be amended, supplemented or replaced from time to time.

Assignment; Set off

Neither an order nor any payment pursuant thereto or hereunder are assignable or transferable without Buyer's prior written approval, and any purported assignment without such consent shall be deemed void. Buyer will, at all times, be entitled to set-off any amount owing at any time from Supplier to Buyer.

Remedies; Waivers

The rights and remedies reserved to Buyer herein and in the order are cumulative and in addition to any other or additional rights and remedies available at law or in equity. Nothing in the order will be claimed or deemed to limit or exclude those remedies otherwise available to Buyer at law or in equity, and no disclaimers or modifications or attempted disclaimers or modifications of any express or implied warranties relating to the goods by Supplier will be valid or effective. Without limiting the foregoing, if any goods fail to conform to the warranties provided by Seller, Buyer will notify Seller and Seller will, 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 (i) in inspecting, sorting, repairing or replacing nonconforming goods; (ii) resulting from production interruptions, (iii) conducting recall campaigns or other corrective service actions, and (iv) claims for personal injury (including death) or property damage caused by such nonconforming goods. No waiver of any breach of any provision herein or in the order will constitute a waiver of any other breach or a waiver of such provision. Buyer's failure at any time to require strict performance by Seller of any provision hereof shall not waive compliance with other requirements hereof, nor shall it waive Buyer's right thereafter to demand strict compliance therewith.

Limitation of Liability

Buyer's sole liability to Seller under an order (including its termination, expiration or cancellation) is to pay for the products or goods contemplated thereby. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH AN ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE. Any claim for relief by Seller must be commenced within one (1) year after the cause of action accrues.

Waiver of Jury Trial

BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY ORDER.

Survival of Obligations

All warranty and indemnification provisions set forth herein, including all revisions and modifications of those provisions to which the parties may agree in the future, shall remain in full force and effect notwithstanding the termination or expiration of the transactions contemplated by an order and the terms and conditions set forth herein or in the order.

Governing Law

This document shall be governed by and construed in accordance with the law of the State of New York.

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If the above terms are not acceptable to you, please advise immediately after receipt of these terms and conditions. Buyer will no longer be submitting copies of the terms and conditions with each individual order. The above terms and conditions will apply to all orders that you will receive from Buyer. Please sign, date and return this copy to Buyer showing that you have received and agree with the terms and conditions.

Signature: _____ Company: _____

Position: _____ Date: _____