

HIRSCHMANN CAR COMMUNICATION, INC.

TERMS AND CONDITIONS OF SALE

The sale of goods ("Goods") by Hirschmann Car Communication, Inc. ("Hirschmann") to the purchaser ("Purchaser") is expressly subject to Purchaser's acceptance of the terms and conditions which appear herein (collectively, this "Agreement"):

1. Price and Payment Terms. All quoted prices are EXW (Ex Works) point of origin. Quoted prices do not include sales, use, excise, VAT, or similar taxes. The amount of any present or future sales, use, excise, VAT, or other similar tax applicable to the sale or use of the Goods shall be the responsibility of and paid by the Purchaser. Quoted prices are subject to change without notice; in the event of manifest clerical error by Hirschmann; or if the parties mutually agree. All payments shall be in U.S. Dollars. Payment in full for the Goods provided is due on a NET 30 DAYS from date of invoice unless otherwise agreed in writing. Payment must be received by our bank or accounting office within specified terms, otherwise payment will be considered delinquent. The preferred payment method is via Electronic Funds Transfer (EFT) or Account Clearing House (ACH). All payments not made by the due date shall bear interest at the rate of 1.5% per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including attorneys' fees, shall be paid by Purchaser. Purchaser shall not have any right of set off. Purchaser agrees that if the account is delinquent then the account may be placed on credit hold, preventing future purchases until the account is brought current. Purchaser agrees to provide a current, not more than 90 days old, copy of their Comprehensive Dunn & Bradstreet report. Hirschmann reserves the right to request a current copy to be provided annually.

2. Security for Price. To secure payment in full for the Goods and other charges which may be due and owing hereunder Purchaser hereby grants to Hirschmann a first lien on, and security interest in, the Goods and all products and proceeds thereof together with all insurance proceeds with respect thereto. It is intended that this provision shall constitute a security agreement under the Uniform Commercial Code of the State of Michigan (the "Code") and Hirschmann shall be entitled to all rights and protections afforded to a secured party under the Code. Purchaser hereby grants to Hirschmann a power of attorney with full power of substitution to execute on behalf of Purchaser such UCC-1 Financing Statements as may be necessary or appropriate to perfect Hirschmann' security interest in the Goods. If Hirschmann repossesses the Goods, Hirschmann may resell the Goods after ten (10) days' prior written notice to Purchaser.

3. Purchaser's Acknowledgements, Warranty and Limitation of Liability.

(a) Purchaser acknowledges and agrees that:

(i) Such Goods are manufactured in relation industry standards within an industry accepted variation, and provided that such Goods are manufactured in conformity with such industry standard, such Goods shall be deemed to be "conforming Goods" as defined under the Code;

(ii) Such Goods are manufactured according to established standards. The standards published by Hirschmann are averages and are accurate as stated; however, such statements are not intended to be exact performance standards to be achieved by Purchaser with respect to such items and any implied warranty with respect thereto is hereby expressly disclaimed;

(iii) All statements, technical information and recommendations concerning the Goods sold have been provided by Hirschmann to Purchaser in response to Purchaser's stated intended application therefore and with the understanding that Purchaser has independently determined the suitability of such Goods for such intended application;

(iv) Hirschmann shall have no liability or responsibility whatsoever to Purchaser, Purchaser's customers, secondary processors, the customers of such secondary processors, or any other person in the event that the Goods are utilized (x) in an application other than that which was intended by Purchaser as of the date hereof, or are used in a manner inconsistent with such statements, technical information and recommendations, or (y) by Purchaser's purchasers (including the subsequent purchasers of such purchasers) in further manufacturing processes, other than if such manufacturing processes and related materials with respect to such Goods have been fully and completely disclosed in writing to Hirschmann and the subsequent manufacturing processes and related materials have been conducted, utilized and applied as contemplated; and

(v) To the extent available, (a) Hirschmann has advised and made available to Purchaser, or Purchaser's representatives, technical information describing such Goods and their applications, and (b) the information set forth is advisory only and DOES NOT CONSTITUTE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(b) Provided that the Goods are properly utilized by Purchaser in the application for which such Goods were intended and within the production parameters of the Goods, Hirschmann warrants for a period of twelve (12) months following the shipment of the Goods that the Goods will be free from defects in material and workmanship. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE GOODS ARE BEING SOLD "AS IS", AND HIRSCHMANN MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE GOODS. THIS WARRANTY IS EXCLUSIVE AND IT IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED (INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE), OR STATUTORY.

(c) Notwithstanding the foregoing, Purchaser acknowledges and agrees that within seven (7) calendar days of the time Purchaser receives the Goods, Purchaser shall promptly inspect all Goods and promptly notify Hirschmann with specificity of the existence of any patent defects or non-conforming Goods. Purchaser acknowledges and agrees that if Purchaser fails to give the notice required by the immediately preceding sentence, it shall be conclusively presumed that, other than with respect to latent defects which could not practicably be ascertained by physical inspection, the Goods as delivered were (a) free and clear of any patent defects, (b) "conforming Goods" as such term is defined in the Code, and (c) otherwise in conformity with this Agreement, and that Purchaser shall be bound to pay for the Goods.

(d) GOODS MAY NOT BE RETURNED TO HIRSCHMANN WITHOUT HIRSCHMANN'S PERMISSION. HIRSCHMANN'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO GOODS SOLD IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT, AT HIRSCHMANN'S OPTION, OF GOODS, PROVIDED HIRSCHMANN IS PROMPTLY NOTIFIED IN WRITING OF A DEFECT. IN NO EVENT WILL HIRSCHMANN BE LIABLE FOR ANY CLAIM OF ANY KIND FOR DIRECT OR INDIRECT INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, WHETHER KNOWN OR UNKNOWN, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, LOSS OF PROPERTY OR PRODUCTION, OR INJURY TO PERSONS AND/OR PROPERTY. EXCEPT AS SPECIFICALLY SET FORTH IN SUBSECTION (E) BELOW, THE MAXIMUM LIABILITY OF HIRSCHMANN FOR ANY AND ALL DAMAGES WITH RESPECT TO ANY GOODS SUPPLIED HEREUNDER, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE GOODS.

(e) With respect to the provisions of this section 3, Purchaser acknowledges and agrees that no salesman, officer, agent or other representative of Hirschmann is authorized to make any representation or extend any warranty contrary to that set forth in this section 3, and that any attempt to do so shall not be binding upon Hirschmann. This limited warranty may only be invoked by the original purchaser of the Goods.

4. Time of Performance and Delays. Hirschmann shall endeavor to commence and complete performance of the work provided for herein in a reasonable period of time. Hirschmann shall not be liable or deemed in default for any late deliveries hereunder or for any other delays or failure to perform where the late delivery, delay or failure to perform has been occasioned by acts of God, fire, embargo, labor or industry disturbances, weather, shortage of materials, strikes, civil disorders, acts of terrorism, war, epidemics, computer malfunctions, vendor allocations, accidents, governmental, regulatory or legal action or orders, delays caused by Purchaser (including, but not limited to, Purchaser's failure to promptly comply with the terms of payment), failure to secure materials from usual sources of supply, acts or omissions on the part of carriers, force majeure or any other circumstances beyond Hirschmann's control not hereinabove enumerated.

5. Cancellation or Modification. This Agreement may be canceled or modified by Purchaser only upon written approval of Hirschmann. Upon cancellation, Purchaser shall reimburse Hirschmann for all expenses incurred by Hirschmann in connection with performance under this Agreement prior to the date of notice of cancellation, including without limitation for materials, special equipment, labor, transportation, storage and handling, and general administration costs, overhead and profit. Upon modification, Purchaser agrees to pay Hirschmann for any addi-

tional costs or expenses relating to such modification.

6. Patents, Copyrights, Trademarks, Service marks and other Intellectual Property. To the extent that this Agreement contemplates the production of Goods utilizing patents, copyrights, trademarks, servicemarks, tradadress, or other intellectual property supplied to Hirschmann by, or on behalf of, Purchaser (collectively, the "Intellectual Property"), Purchaser represents and warrants that Purchaser is either the owner, or the authorized licensee, of such Intellectual Property, but in either case has the free and unencumbered right to utilize such Intellectual Property in the manner contemplated by ultimate utilization of the Goods. Such representation and warranty shall survive the manufacture and delivery of the Goods.

7. Unenforceable Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, and this Agreement shall be construed as if such invalid, void, or unenforceable provision were omitted.

8. Limitation Period for Bringing Action. No action may be commenced against Hirschmann to enforce this Agreement or for any breach hereof, or for any defect or deficiency of the Goods to be delivered hereunder, whether on warranty, contract, negligence, or strict or product liability, unless such action is brought within 12 months after accrual of such cause of action.

9. Entire Agreement, Amendment and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives. The Purchaser shall not assign this Agreement, in whole or in part, without the prior written consent of Hirschmann. This Agreement contains the entire agreement between the parties with respect to the transaction described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements, and may not be altered or modified except in writing signed by the party or parties against whom such alteration or modification is sought. Terms stated by Purchaser in any other communication, prior or subsequent hereto, shall NOT be binding on Hirschmann if different from or in addition to any of the provisions hereof or the proposal, unless expressly agreed to in a writing signed by Hirschmann.

10. Indemnification. Purchaser shall defend, indemnify and hold harmless Hirschmann, its shareholders, officers, directors, agents, servants, employees, and each of their respective affiliates, from any claims, damages or expenses, including attorneys' fees, arising or alleged to arise out of, (i) injuries to persons, including death, or damage to property caused by any acts or omissions of the Purchaser in connection with the processing, handling or application of the Goods by Purchaser, (ii) the infringement of a patent or registered design for which Hirschmann may become liable by manufacturing Goods in accordance with Purchaser's specifications, and (iii) Purchaser's breach, misrepresentation or nonperformance under this Agreement including but not limited to that representation set out in Section 6 above.

11. Choice of Law and Forum. This Agreement shall be governed by the laws of the State of Michigan, notwithstanding any state's choice of law or rules to the contrary. ICC Incoterms 2000 apply, however the Convention on Contracts for the Sale of International Goods (CISG) does not apply. Purchaser consents and agrees that any dispute arising out of or relating to this Agreement, or for any breach hereof, or for any defect or deficiency of the Goods to be delivered hereunder shall be governed by the Commercial Arbitration Rules of the American Arbitration Association then in effect; provided, however, that: (i) all arbitration proceedings shall take place in the Southfield office of the American Arbitration Association in Oakland County, Michigan and shall be before one neutral arbitrator mutually agreed upon by Purchaser and Hirschmann in writing, or in the event of no such agreement, one neutral arbitrator selected by the American Arbitration Association; (ii) the arbitrator shall be empowered to assess legal fees and expenses of such proceedings (including the mediation proceedings) in an equitable manner as such arbitrator shall determine; (iii) the award of the arbitrator shall be final, non-appealable and binding upon each of the parties and may be entered as a judgment in any court of competent jurisdiction, enforceable in accordance with the laws of such jurisdiction; (iv) the arbitrator shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.