

**ALMOND PRODUCTS, INC.'S
STANDARD TERMS AND CONDITIONS OF SALE
EFFECTIVE JANUARY 1, 2000**

All goods and services (the "Services") furnished by Almond Products, Inc. (the "Company") and all of the Company's quotations, order acceptances, and sales are conditioned on the Customer's assent to these Standard Terms and Conditions of Sale. These Standard Terms and Conditions of Sale may not be varied or waived except by expressed written agreement signed by an officer of the Company. The "Customer" shall include the entity identified in the quote and purchase order and their agents and third party suppliers that ship parts to the Company on behalf of the Customer.

1. Acceptance. Quotations shall become void if not accepted by the Customer within (30) days from the date sent by the Company. The Customer's order must indicate acceptance of this proposal and be signed by a duly authorized agent of the Customer. The resulting contract (the "Contract") shall in all respects be governed and its terms interpreted according to the laws of the State of Michigan.

2. Terms and Conditions. This quotation, upon being executed by both the Company and the Customer, constitutes the entire contract between the parties hereto with respect to price, work, material, goods, and Services specified herein. Verbal instructions or agreements relative to, or altering this quotation (and the resulting Contract) in any way, will not be recognized, and no changes shall be made except in writing, signed and dated by both the Company and its Customer. In the event of conflict in language between the terms and conditions of this Quotation and the terms and conditions in the Purchase Order, or similar document, from the Customer to the Company, the terms and conditions stated herein shall control.

3. Payment Terms. All terms of payment shall be due in full 30 days after the invoice date or as specified by the Company in writing and shall be made in good funds (U.S. Dollars) without set off or deduction. If goods/Services ready for shipment on or after the scheduled shipping date cannot be shipped because of Customer's request for delayed shipping, or for any other reason beyond the Company's reasonable control, payment shall be made upon notification to Customer that the goods/Services are ready for shipment, or as otherwise specified by Company in writing. Company may decline at any time either to accept the order or to ship the same until Company has received payment. Company may invoice storage fees to Customer for shipments delayed at Customer's request and Customer shall pay same. Unpaid balances shall bear interest from the due date at the rate of one and one-half percent (1½%) per month but in no event to exceed the maximum rate allowed by law. The Customer agrees to promptly provide a Letter of Credit satisfactory to the Company in the amount of any disputed amounts owing that are more than 90 days beyond invoice date.

4. Inventory Supplied by Customer. Periodically the Company will reconcile inventory provided by the Customer. The Customer shall have 30 days from receipt of the inventory reconciliation to notify the Company in writing of any discrepancies. Within 60 days from receipt of the inventory reconciliation, the Customer shall provide written substantiating data to support any variance from the Company's records. Absent manifest error, the Company's records and analysis of in-bound count variances shall be considered accurate and binding on both parties. Unless specified in writing by the Company elsewhere, there shall be a minimum 5% inventory shrink factor (a/k/a scrap allowance). The shrink factor shall be calculated annually on a cumulative 12-month period as determined by the Company or as agreed to elsewhere in writing by both parties. Test and sample parts are not considered scrap parts. To the extent of the shrink factor, the Company has full authority to scrap and dispose of Customer parts at its sole discretion with no financial adjustment to the Customer. In any event, any uncontested inventory variances over 90 days old shall be adjusted at the sole discretion of the Company. If the Company is obligated for Customer supplied inventory, such obligation shall be the lesser of (1) the net scrap value of the material at then current market rates or (2) the Customer's standard material cost (excluding labor and overhead). The Company is not financially responsible for transportation materials supplied by or used on behalf of the Customer including but not limited to skids, returnable containers, packaging, and dunnage. Company shall take delivery of parts (raw and returns) F.O.B. the Company's facility, Grand Rapids, Michigan, unless otherwise agreed in writing.

5. Shipment and Risk of Loss. Customer shall take delivery of the goods/Services F.O.B. the Company's facility, Spring Lake, Michigan, unless otherwise agreed in writing. Method and route of shipment are at the Company's discretion, unless Customer supplies written instructions otherwise. All expenses and risks of loss or any damages incurred in the transportation of the goods/Services, including any risks of loss in loading or unloading, shall be borne solely by Customer, unless otherwise specified. Customer must make all claims for loss, damage, or delay against the carrier. Customer shall accept partial delivery of any order, and any defect therein or failure to make any subsequent partial delivery shall be severable and not constitute a breach of the entire Contract.

6. Delays and Damages. Company shall attempt to make deliveries in accordance with its quotation or production order, but if for any cause Company fails to make such deliveries or to make them within the time stated, or cancels any order, the Company shall not be liable for any loss or damage resulting from any such failure or delay in delivery, or from any such cancellation or for loss of use or loss of profits, or for any other consequential, incidental or special damages on account of delay in delivery. This includes the timely delivery of products manufactured by the Company's suppliers.

7. Rejection of Non-Conforming Goods/Services. Any rejection of goods/Services as non-conforming must be made within 10 days after delivery at the place of destination by Customer notifying the Company and confirming the rejection in writing. Such notification shall identify each alleged non-conformity of the goods/Services and describe that portion of the shipment being rejected. If Customer shall fail to give such notice or if Customer uses the goods/Services in any manner inconsistent with the rights of Company, the goods/Services shall be deemed to conform to the terms hereof in all respects and Customer shall be bound to accept and pay for the goods/Services in accordance with these terms. Any deductions from outstanding invoices by the Customer are not allowed unless authorized in writing by an appropriate representative of the Company. A Company issued Returned Goods Authorization ("RGA") is not an authorization for the Customer to debit amounts owed to the Company ("account"). The Customer agrees not to debit Company's account until the Company has issued the appropriate credit memo and the Company agrees to process requested credits on a timely basis. The Customer is to execute and return to the Company any rejected debit memo acknowledgements within 10 days after being sent by the Company or the Company may stop performing the Services without liability.

8. Cancellation or Modification. Any order accepted by Company may be canceled or modified by Customer only upon the written approval of Company. Upon cancellation or modification, Customer shall reimburse Company for all expenses incurred by Company in connection with such order, including without limitation for engineering, drawings, materials, labor, general administrative costs, overhead, and profit.

9. Limited Warranty and Limitation of Remedy and Damages. Company warrants the goods/Services to be free from defects in design, material or workmanship for ninety (90) days from either the date of manufacture stamp on the goods/Services or date of shipment, whichever is earlier. Any claim under this warranty shall be deemed waived conclusively unless the Company is notified within 30 days of the discovery of the defect and given the opportunity to inspect such defect, and, if necessary, the goods/Services are returned to the Company, transportation prepaid. The Company's obligation under this warranty shall be LIMITED, at its option, to the modification, repair or replacement of the goods/Services by the Company. In no event shall the Company be liable for consequential, incidental or special damages, loss of profit or production, or for transportation, installation or other costs associated with the goods/Services. This warranty is expressly made in lieu of any and all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. This warranty shall not apply to any goods/Services that have been subject to abuse, accident, alteration or misuse, including the failure to specifically follow all instructions related to the goods/Services.

10. Termination. In the event of the termination of this Contract by any party for any reason, the Customer agrees to purchase, on net 10 day terms, the Company's existing inventory of finished parts, paint (including open containers), purchased parts, Company owned racks at book value, and any other materials that are specific to this Contract. The Customer's termination obligation (excluding racks) shall not exceed the greater of (1) the highest usage for the item for any 3 months in the preceding 12-month period or (2) the Customer's most recent production schedule provided to the Company. If Customer fails to pay the Company any amounts due under any Contract, the Company may at its option stop performing the Services until all past due payments have been received and Customer has posted a bond or letter of credit satisfactory to the Company for payment of all amounts that will thereafter become due to the Company under all Contracts; or the Company may elect, at its option, to declare a forfeiture of this

Contract with interest at current rates and retain any payments received as liquidated damages. Remedies provided for in this section shall not prevent the Company from exercising its right under the laws of Michigan or any other right that it may have at law or in equity.

11. Limitation of Liability. The Company's liability on any claim of any kind, including negligence, strict or product liability, or breach of warranty or contract, for any loss or damage arising out of or connected with this contract, or the performance or breach thereof, or the manufacture, sale or use of the goods/Services furnished hereunder shall in no case exceed the amount paid to the Company for the Services which gives rise to the claim, and shall not include any liability for any consequential, incidental or special damages, loss of property or production, loss of profit or for other costs. Without prior written authorization (which must include a fixed dollar limit) by an officer of the Company, the Company will not be financially liable for Customer processing fees, sorting fees, premium freight, or any other direct or indirect charges by the Customer.

12. Reliance Upon Customer's Information. In the preparation of the quotation and the goods/Services, the Company has relied on information supplied by Customer. In the event such information is inaccurate, the Company shall not be liable for any claim resulting from such inaccurate information, including without limitation negligence, strict or product liability, or breach of warranty or contract, with respect to the goods/Services, the performance or breach of this contract, or any defects of design, material or workmanship.

13. Price Adjustments. The price of the goods/Services shall be as set forth in this quotation, but the Company reserves the right to adjust the price due to an increase in the Company's costs, a 20% or more reduction in the originally quoted annualized volume, if Customer supplied information is inaccurate or the quote assumptions are inaccurate. The Company's price adjustments shall reflect (a) changes in the Company's cost to purchase raw materials and labor included in the goods/Services; (b) changes in the Company's cost of energy used in the production of the goods/Services; (c) changes to the specifications for the goods/Services; or (d) any other appropriate factors.

14. Customer Owned Racks/Tooling. Racks/tooling are perishable and need to be replaced over time at the Customer's expense. Normal repairs and maintenance to the racks/tooling are the responsibility of the Company.

15. Security Interest. The Company reserves, and Customer hereby grants to the Company, a purchase money security interest in the goods/Services listed herein, all additions, attachments, accessions, parts, replacements, substitutions and renewals thereof, racks, tooling, wherever situated, and the proceeds and products of all of the foregoing (the "Collateral") to secure payment of any and all indebtedness of Customer to the Company, including the purchase price, and the performance of all obligations of Customer herein. The parties intend for this Contract to also constitute a security agreement under the Uniform Commercial Code. Until the full amount owed to Company is paid, the Collateral shall remain at the place of delivery, shall not be relocated, shall be insured against all losses in an amount not less than the purchase price (with the Company as a named insured and reasonable profit thereof provided to Company), all taxes and other charges thereon shall be promptly paid when due, shall be accessible at all reasonable times for inspection by Company or Company's Agents, and shall be properly maintained. The Company or the Company's Agents shall have the right to conduct such inspections on the premises where the Collateral is located. Customer shall reimburse Company for all expenses including reasonable attorney fees and legal expenses, incurred by Company in seeking to collect any amounts owed to the Company, in defending the priority of Company's security interest in the collateral, or in pursuing any of the Company's rights or remedies hereunder. Upon request, Customer shall execute a financing statement(s) (UCC-1) or other documents, evidencing Company's security interest in the Collateral. Customer appoints the Company as its attorney in fact to sign any financing statements evidencing such security interest on behalf of Customer. A carbon, photographic or other reproduction of this Contract shall be sufficient as a financing statement under the Uniform Commercial Code and may be filed by the Company as such in any filing office.

16. Discount. In the event that this Quotation provides for a discount for prompt payment, the time allowance will begin with the date of receipt by Customer of an invoice.

17. General. Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on the Company. (a) Entire Agreement. This Contract, together with any affixed schedules or exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes any prior discussions, negotiations, agreements and understandings. (b) Modification. No modification of the Contract shall be effective unless made in writing and signed by an authorized representative of both parties. (c) Severability. If a provision of the Contract is held to be invalid or unenforceable, the Contract shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted. (d) Waiver. Company's failure to exercise a right or remedy of Company's acceptance of a partial or delinquent payment shall not operate as a waiver of any of Company's rights or Customer's obligations under this Contract and shall not constitute a waiver of Company's right to declare an immediate or a subsequent default. (e) Remedies Cumulative. Company's remedies provided in this Contract shall be cumulative. The assertion by Company of any right or remedy shall not preclude the assertion by Company of any other rights or the seeking of any other remedies. (f) Limitation Period for Bringing Action. No action may be commenced to enforce this contract or for any breach hereof, or for any defect or deficiency of the goods to be delivered hereunder, whether on contract, negligence, or strict or products liability, or other legal theory unless such action is brought within 12 months after accrual of such cause of action. (g) Indemnification. Customer shall defend, indemnify and hold harmless Company and its agents from any claims, damages or expenses including attorneys' fees, arising or alleged to arise from any asserted deficiencies or defects in the goods/Services caused by any alteration thereof with or without Company's consent made by Customer, the improper handling, storage or installation by Customer. (h) Arbitration. Any controversy or claim, legal or equitable, arising out of or relating to the Contract, or the breach thereof, shall be settled by an arbitration procedure agreed to by the parties, or, absent such an agreed arbitration procedure, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration proceeding shall take place and the arbitration award shall be given in writing in Grand Rapids, Michigan, unless the parties agree otherwise. (i) Choice of Law and Forum. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan, notwithstanding any state's choice of law or rules to the contrary. Customer consents and agrees that any judicial action brought to enforce this contract, or for any breach hereof, or for any defect or deficiency of the goods/Services to be delivered hereunder, whether on warranty, contract, negligence, or strict or products liability, shall be brought solely in a state or federal court sitting in the State of Michigan, and Customer consents and submits to the jurisdiction of such court. (j) Assignment. Neither the Contract nor any rights or benefits hereunder are assignable by Customer without the prior written consent of Company. Any such prohibited assignment shall be null and void. (k) Notices. All notices, demands and requests required or permitted to be given under the provisions of this Contract shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth at the beginning of the Contract, or to such other address as the parties may designate in writing. (l) Attorney's Fees. In the event that Company is the prevailing party in any action, proceeding or arbitration between Customer and Company concerning the interpretation and/or enforcement of any of the terms or provisions of the Contract, Customer shall be liable to Company for all costs, including reasonable attorney's fees, incurred by the Company with respect to such action, proceeding or arbitration.