

AMERICAN HYDROFORMERS, INC.
(f.k.a. ADVANCED TRANSPORTATION PRODUCTS, INC.)

4410 New Haven Avenue
Fort Wayne, IN 46803

Plant Address:	2320 Meyer Road, Fort Wayne, IN 46803
Federal Tax ID #:	35-1823857
Date of Incorporation:	01/22/1991
State of Incorporation:	Indiana
Type of Corporation:	Sub "S"
Tax Year End:	12/31
Business Start Date:	11/07/01
Duns Number:	82-890-4917
SIC Code:	3317
NAICS Code:	331210

TERMS OF SALE/WARRANTY PROVISIONS

1. Delivery terms are f.o.b.at Seller's plant in Fort Wayne, Indiana. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are based upon releases agreed to between Buyer and Seller. Seller shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to an act of God, war, labor difficulties, terrorism, accident, inability to obtain containers or raw materials, or any other causes of any kind whatsoever beyond the control of Seller.
2. Any tax imposed by federal, state or other governmental authority on the sale of the merchandise and service referred to in this quotation shall be paid by Buyer in addition to the agreed upon unit pricing.
3. Buyer shall, in respect of goods manufactured and packaged by Seller in accordance with designs, processes or formulas supplied by Buyer, defend Seller at Buyer's expense and pay costs and damages awarded in any suit brought against Seller for infringement of any letters patent by reason of use of such designs, processes, or formulas, provided Seller promptly notifies Buyer in writing of any claim of or suit for infringement and tenders defense thereof to Buyer. Seller is entitled to be represented in any suit at its own expense.
4. Except for the warranty that the goods are manufactured and packaged in a workmanlike manner and in accordance with the specifications therefore supplied by the Buyer and pursuant to Seller's customary manufacturing procedures, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF THIS OFFER.
5. Seller will not be liable for any consequential damages, loss or expense arising in connection with the use of the goods or the inability to use its goods for any purpose whatever. Seller's maximum liability shall not in any case exceed the unit price for the goods claimed to be defective or unsuitable.
6. Buyer shall notify Seller within twenty (20) days of receipt of goods of any complaint whatsoever that Buyer may have concerning such goods.
7. Any contract made by acceptance of this offer shall be governed by the law of the State of Indiana.
8. Terms of payment are net 30 days from invoice date. A 1 1/2 % per month finance charge will be assessed on all invoices past due as well as any attorney costs to collect past due invoices.
9. All tooling proposals are subject to a down payment of 33.33% upon acceptance by Buyer, 33.33% upon completion of tooling and 33.34% within 30 days of 1st piece off the tool unless agreed to otherwise in writing between Buyer and Seller.