

Attachment A
Walbro LLC (“Walbro”)
Aftermarket Terms and Conditions of Sale

1. PRICE: Unless otherwise expressly agreed to in writing between Walbro and Buyer, the price of the product shall be Walbro's standard list price on the date of product delivery. Walbro may adjust the price of the product at any time by giving Buyer at least thirty (30) days prior written notice to be calculated from the date said notice is deposited in the mail or provided to a commercial courier service. Buyer shall be deemed to have agreed to such adjustment unless Buyer, before the effective date of said notice from Walbro, notifies Walbro in writing that it can purchase product of like quantity and quality to be delivered within a like period of time at terms and conditions comparable to Walbro's and at a delivered price lower than Walbro's price. Failure of Buyer to agree to any increase in price shall release Walbro and Buyer of their obligations hereunder unless Walbro, within ten (10) days after receiving Buyer's written notice of a lower competitive price, notifies Buyer in writing that it will meet such lower price or Walbro consents in writing to the re-establishment of the last prevailing contract price. In either event, this contract shall continue in effect, subject to the continuing right of Walbro to change its prices in accordance with this clause. In the event Walbro is prevented by any governmental restriction from increasing its price herein or from continuing any price already in effect, Walbro may terminate this Contract by written notice dispatched thirty (30) days prior to the date of termination.

2. ORDERS: Walbro acceptance of Buyer's orders or releases is subject to product availability and Walbro's rights under Section 4 below.

3. WEIGHT AND QUANTITY: Walbro's quantities shall govern, except that in case of proven error, adjustment shall be made.

4. SEPARATE CONTRACTS, PAYMENT AND SECURITY: The purchase price of each installment under this Contract shall be, at Walbro's option, recoverable as a separate contract. Unless otherwise specifically agreed to by both Walbro and Buyer in writing, terms of payment on all shipments are subject to approval of Walbro's Treasury Department. **ANY AMOUNTS NOT PAID BY DUE DATE AS INDICATED ON THE FACE OF WALBRO'S INVOICE TO BUYER SHALL BE SUBJECT TO A FINANCE CHARGE OF 1-1/2% PER MONTH UNTIL PAID. THE RATE OF SAID FINANCE CHARGE BEING EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18% PER ANNUM.** In no event, however, shall the rate of the said finance charge exceed the highest rate permitted by law. If Buyer is in default of any of the terms or conditions herein, or if Buyer's financial responsibility becomes unsatisfactory to Walbro, Walbro may, at its option: (1) elect to withhold future deliveries of product to Buyer until such default has been cured or Buyer's financial responsibility has been established to Walbro's satisfaction; (2) require payment in advance as to future deliveries; (3) demand return from Buyer of any product under this Contract for which payment has not been made; or (4) cancel this Contract upon ten (10) days written notice. The remedies contained in this paragraph are cumulative and shall be in addition to any other remedies available to Walbro under applicable law.

5. TRANSPORTATION CHARGES AND TAXES: Unless otherwise specifically agreed to by both Walbro and Buyer in writing, Buyer shall pay or shall promptly reimburse Walbro for all transportation or freight costs and for all sales, use, or excise taxes, assessments, or other charges attributable to the sale, use, shipment, transportation, or delivery of the product.

6. DELIVERY, TITLE AND RISK OF LOSS: Delivery of product, title to product and risk of loss of product shall pass to Buyer upon tender of the product by Walbro to the carrier at Walbro's plant or warehouse unless otherwise specifically agreed to by both Walbro and Buyer in writing.

7. FORCE MAJEURE: Neither party shall be liable in any respect for failure to perform hereunder if hindered or prevented, directly or indirectly, by war, national emergency, inadequate transportation facilities, inability to secure materials, supplies, fuel or power, fire, flood, windstorm or other act of God, strike, lockout or other labor dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of such party. Strikes, lockouts, or other labor disputes involving employees of either party shall be deemed to be beyond the reasonable control of such party. Any quantity of product so affected shall be deducted from the total quantity purchased by Buyer. Walbro, during any period of shortage due to any of the above causes, may allocate its available supply of product among itself and its customers on whatever basis Walbro may deem fair and practical.

8. WARRANTIES: Walbro's standard warranty shall apply. Walbro's standard warranty can be found at www.walbro.com or a copy of Walbro's standard warranty will be furnished upon request. Buyer must determine for itself, by preliminary tests or otherwise, the suitability of the product for Buyer's purpose and the substances present or not present in the product. Walbro warrants only that the product shall meet Walbro's standard specifications, that Walbro will convey good title thereto, and that such product shall be delivered free from any lawful security interest or encumbrance unknown to Buyer. **WALBRO MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN. WALBRO MAKES NO WARRANTY THAT THE PRODUCT IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.**

9. PATENTS: Walbro warrants that the product, except as specifically made for Buyer according to Buyer's design, does not infringe any United States patent. Buyer agrees that it shall promptly notify Walbro of any claim or suit alleging patent

infringement, shall permit Walbro to control the defense or compromise of such claim or suit, and shall provide Walbro with all necessary information, authority and assistance. **WALBRO DOES NOT WARRANT THAT BUYER'S PARTICULAR USE OF THE PRODUCT EITHER ALONE OR IN COMBINATION WITH OTHER MATERIALS OR THAT ANY PRODUCT OBTAINED THEREFROM WILL NOT INFRINGE A PATENT.**

10. LIMITATIONS OF WALBRO'S LIABILITY: WALBRO SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF PRODUCTION, INDIRECT, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF NEGLIGENCE. WALBRO'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THE SALE, USE, OR NON-DELIVERY OF THE PRODUCT OR UNDER ANY WARRANTY, IS EXPRESSLY LIMITED AT BUYER'S OPTION TO REPLACEMENT OF NON-CONFORMING PRODUCT AT F.O.B. WALBRO'S PLANT OR WAREHOUSE OR A PAYMENT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT FOR WHICH DAMAGES ARE CLAIMED. BUYER'S FAILURE TO GIVE NOTICE OF ANY CLAIM WITHIN THIRTY (30) DAYS FROM THE DATE OF DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO. BUYER SHALL NOT BE ENTITLED TO DEDUCT FROM THE PRICE INVOICED TO IT THE AMOUNT OF ANY CLAIM ASSERTED AGAINST WALBRO WITHOUT WALBRO'S WRITTEN CONSENT.

11. SHIPPING INSTRUCTION: If Buyer's shipping instructions are delayed or provide for later delivery than specified in this Contract, Walbro will store the product for Buyer at Buyer's expense.

12. ASSIGNMENT: This Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

13. WAIVER: Delay or failure by either party to exercise any right under this Contract, with the exception of Buyer's right to file notice of claim under Section 10 herein, shall not constitute a waiver of that or any other right or subsequent right hereunder.

14. LAWS: This Contract shall be interpreted and governed by the laws of the State of Arizona, United States of America. Walbro and Buyer agree that the UN Convention on the International Sale of Goods shall not apply this Contract.

15. CONTRACTS: This Contract, together with any documents expressly incorporated herein by reference, constitutes the entire agreement between the parties and supercedes any previous writing or under-standing relating to the subject matter. No alteration of or addition to this Contract shall be effected by the acknowledgment or acceptance by Walbro of a Purchase Order, Acknowledgment, Release or any other forms or conditions. Neither party shall claim any modification, limitation or release from any of the terms or conditions contained herein except by mutual agreement to that effect, signed by both Walbro and Buyer.

16. INDEMNITY: Buyer shall indemnify, defend and forever hold Walbro and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs, and expenses (including attorneys' fees) resulting or arising from (i) Buyer's negligence or breach of this agreement; or (ii) Buyer's use, sale, handling, storage, or disposal of the product or any product or waste derived therefrom. The foregoing shall apply, but shall not be limited to, injury to person (including death) or damage or harm to property or the environment. Buyer shall not be obligated to indemnify Walbro for any fine, penalty, suit, action, claim, liability, judgment, cost, or expense to the extent attributable to Walbro's negligence or willful misconduct.

17. COMPLIANCE WITH EXPORT LAWS: Buyer represents that the product will not be diverted, transshipped, exported or re-exported to any country whatsoever, except in accordance with all applicable United States laws and regulations, including, but not limited to the Export Administration Act of 1979, and the regulations issued thereunder.