

IMPCO
STANDARD SALES POLICY
TERMS & CONDITIONS OF SALE

This POLICY applies to shipment of Product from IMPCO. This policy supersedes all previous policies.

COMPLIANCE WITH LAWS

IMPCO and its distributors and customers are required to comply with all laws and conditions for the export of our products and information per the Export Control Regulations of the United States Department of Commerce. The laws of the United States prohibit or restrict business dealings with persons of Cuba, Iran, North Korea, Sudan, Syria and Myanmar/Burma or persons owned or controlled by any of the foregoing (including any of the "specially designated nationals") specified under such laws. The complete Sanction Country and SDN lists are located at: <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

ORDERS

All orders placed by IMPCO's customers shall be in writing, must be a minimum total dollar amount of \$500.00, must be ordered in proper case quantities and/or product minimums, and shall specify:

- Purchase Order Number
- IMPCO Part number
- Quantity
- Unit Price
- Requested Delivery/Ship Date
- Preferred method of Shipping/Carrier

All orders shall be subject to IMPCO's acceptance. Individual order acceptance as well as changes to existing orders shall be in writing via IMPCO's acknowledgment form.

IMPCO's terms and conditions shall apply to all orders placed by its customers and accepted by IMPCO. Any terms and conditions submitted by a customer, on any form or in any manner, which are different from or in addition to the provisions as stated in this Sales Policy, shall not apply. Any additional or changed terms must be negotiated and set forth in a separate supplemental, written agreement, signed by authorized representatives at both IMPCO and its customer. This agreement shall identify the specific provisions in the terms and conditions that are affected.

BLANKET ORDER PROGRAM

IMPCO has implemented the "Blanket Order Program". This program requires three (3) months of firm orders and an additional (3) months of forecasted orders equivalent to 80% of customer's anticipated demand. IMPCO will fulfill Blanket Orders in a consistent manner in accordance with customer's shipping and delivery requirements. IMPCO requires its customers to utilize this program for at least 80% of anticipated demand. IMPCO will conduct periodic audits to assure customer compliance to the Blanket Order Program.

STANDARD PRODUCT LEAD TIMES

For standard product, the lead time is 8 weeks from receipt of order. An expedite fee will be charged per line item for any line item that is requested to ship within the standard lead time of 8 weeks (see below for expedite fees).

EXPEDITE FEES

- For a line item that totals \$1,000 or less, an expedite fee of \$100.00 per accelerated line item will be charged.
- For a line item that totals greater than \$1,000, an expedite fee of 10% of the total line item will be charged as an expedite fee.
- All expedite fees charged to IMPCO by our suppliers will be added to the above line item charges, as required.
- For accelerated orders that cannot be accommodated within our normal production schedule, an over-time assessment will be added to the above line item charges, as required.

PRICING

DISTRIBUTOR - Pricing shall be in accordance with the IMPCO established price book in affect at the time of order. Prices are subject to change without notice, but it is IMPCO's policy to attempt to provide thirty (30) days advance notice of any price change.

OEM - Contract pricing is negotiated on an individual basis with each OEM. Price changes are made with a minimum of sixty (60) days advance notice to the OEM.

DELIVERY SCHEDULE

IMPCO is committed to on-time delivery of all products. IMPCO reserves the right to make deliveries up to ten (10) days in advance of scheduled delivery dates. In the event that IMPCO is unable to meet scheduled delivery dates, IMPCO shall make every effort to advise the customer of IMPCO's new delivery date.

SHIPMENTS

All shipments shall be made EXW IMPCO's dock. Legal and equitable title to the goods, as well as risk of loss, shall pass to IMPCO's customer and shall conclusively be deemed to be delivered to customer upon transfer of the goods to a carrier of the customer's choosing or IMPCO's choosing if the customer does not specify a particular carrier.

IMPCO will ship to the location specified by the distributor or to a location designated by IMPCO. A drop shipment to any other location must be approved by IMPCO at the time the order is accepted. All changes in ship location must be in writing.

Packing and packaging shall be in accordance with good commercial practices or in accordance with prearranged customer defined packaging requirements.

CREDIT APPROVALS, TERMS OF PAYMENT

Shipments or deliveries of any products or the performance of any work shall, at all times, be subject to the approval of IMPCO's credit department.

Payment terms and customer credit limit shall be established based upon the payment history, purchasing history and credit check results. The customer's credit limit shall apply to all orders accepted by IMPCO. At any time, IMPCO, at its sole discretion, has the right to amend the customer's payment terms or credit limits that shall be applicable to orders not placed and/or accepted. IMPCO shall not be obligated to deliver products if such delivery would increase the customer's credit balance to an amount

greater than the applicable credit limit. IMPCO shall not be obligated to make delivery to the customer against any order if the customer is delinquent in making payments for prior deliveries.

All payments must be made in U.S. dollars. IMPCO's standard payment terms are: all invoices are payable on a net thirty (30) day basis or earlier. In the event that an invoice is paid earlier, no pre-payment discounts will be granted. Any changes to this policy must be approved in writing by IMPCO's credit department.

IMPCO shall retain security interest in the products delivered to the customer until such time as the price for these products has been paid in full. IMPCO's customers shall be responsible for all costs including reasonable attorney's fees and any other fees associated with collecting delinquent payments.

ORDER CANCELLATIONS

Orders placed by IMPCO's customers for standard products, (all core products listed in the IMPCO price book, or non-OEM/specialty product,) may be cancelled in whole or in part, by the customer when cancellation is requested by written notice, at least thirty (30) days prior to the scheduled shipment date for those items.

It is our policy to not accept order cancellations within thirty (30) days of scheduled shipment; however, if orders are approved for cancellation within thirty (30) days of the scheduled shipment date, the order will be subject to a minimum cancellation charge of thirty-five percent (35%) of the purchase price. The cancellation of a customer designed and/or proprietary product shall have a 100% cancellation fee or a total of the costs incurred to time of cancellation, including termination costs.

PRODUCT RETURNS (RETURN MATERIAL AUTHORIZATION - RMA)

No goods shall be returned by IMPCO's customers without prior approval by IMPCO and a valid RMA number assigned. This applies to all returns (defective product, shipment errors, etc.). Reimbursement for product returns will be made only after IMPCO's physical inspection of the product to determine validity of return. Please send RMA requests and inquiries to t2warranty@impcotechnologies.com.

No obsolete, discontinued, customer proprietary products or products over two (2) years of age will be approved for return and credit.

WARRANTY RETURNS

All warranty claims are subject to IMPCO's Limited Warranty For Components dated April 4, 2008. For returned material which is conforming or not defective, IMPCO will return material to customer via freight collect.

PARTS SHIPPED IN ERROR

Parts shipped in error by IMPCO may be returned within thirty (30) days for full credit, including freight, when accompanied by the original IMPCO packing slip and invoice. Notification to IMPCO and IMPCO RMA approval prior to return shipment is required.

Amount of authorized credit shall be based on price paid as established on the customer purchase order and related IMPCO invoice. If no purchase order or invoice is available, the lowest purchase price for the returned product shall apply.

SHIPPING CLAIMS

IMPCO's customers shall inspect goods promptly upon receipt for damage, shortages or defects. IMPCO requires notification of any discrepancy within ten (10) calendar days of invoice date. Goods must be returned within thirty (30) days for full credit. RMA requests and inquiries are to be sent to t2warranty@impcotechnologies.com. Any claims that IMPCO's customers may have against the carrier for goods lost or damaged during shipment shall be made directly to the carrier and IMPCO shall in no case have any liability to its customers for such loss or damage.

TAXES

IMPCO's customers shall be responsible for payment of all city, state, federal and foreign taxes, custom duties and other fees and charges attendant to the sale, delivery or shipment of IMPCO product. All prices herein quoted are exclusive of sales, use and other excise taxes. Any taxes which IMPCO may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of the goods applicable to this transaction, including taxes upon or measured by the receipts from the sale thereof, shall be borne by IMPCO's customers. Customer shall furnish satisfactory proof of such exemption as may be reasonably required by IMPCO.

WARRANTY

Warranties made by IMPCO for the goods sold to its customers in effect at the time of shipment shall be applicable except for any warranties which, by law, cannot be excluded. The foregoing warranties are in lieu of all warranties, expressed or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, whether imposed by contract, statute, course of dealing, custom or usage otherwise.

For goods, which are designed by the customer, the following warranty statement applies:

IMPCO MAKES NO WARRANTY WITH RESPECT TO SUCH GOODS OF BUYER'S DESIGN, UNDER NO CIRCUMSTANCES SHALL IMPCO PAY FOR LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE IMPCO PRODUCT, OR PROPERTY DAMAGE CAUSED BY THE IMPCO PRODUCT OR ITS FAILURE TO OPERATE SATISFACTORILY, LABOR COSTS INCURRED IN DIAGNOSIS OF DEFECTS OR REMOVAL OR REINSTALLATION OF THE PRODUCTS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

FOR MORE DETAILS, SEE IMPCO'S LIMITED WARRANTY STATEMENT.

PERMISSIBLE VARIATIONS, STANDARDS, TOLERANCES

Except as buyer may otherwise specify/negotiate and has expressly agreed to by IMPCO in writing, all goods referred to herein shall be produced in accordance with IMPCO's standard practices. All goods, including these produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular manufacturing practices concerning dimensions, weight, straightness, section, composition, quality, deviations from tolerances and variations consistent with practical testing and inspection methods, and regular run practices concerning over and under shipments.