

GREYHOUND CANADA TRANSPORTATION ULC

TERMS AND CONDITIONS FOR PURCHASE ORDERS

1. PURCHASE ORDER THIS PURCHASE ORDER ("ORDER") IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, THE SUPPLIER REFERENCED ON THE PURCHASE ORDER ("SUPPLIER") AGREES TO FULLY COMPLY WITH THE TERMS AND CONDITIONS OF PURCHASE SET FORTH HEREIN AND ON THE ORDER. THE PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS ORDER AND NONE OF SUPPLIER'S TERMS AND CONDITIONS SHALL APPLY IN ACKNOWLEDGING THIS ORDER OR IN THE ACCEPTANCE OF THIS ORDER BY GREYHOUND CANADA TRANSPORTATION ULC ("GREYHOUND"). ACCEPTANCE BY GREYHOUND OF THE GOODS OR WORK DELIVERED UNDER THIS ORDER SHALL NOT CONSTITUTE AN AGREEMENT OR CONSENT TO ANY OF SUPPLIER'S TERMS OR CONDITIONS. SHIPMENT BY SUPPLIER SHALL BE DEEMED ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF. SUPPLIER MAY NOT SHIP UNDER RESERVATION WHATSOEVER. THE TERM 'GOODS' AS USED HEREIN SHALL BE DEEMED TO INCLUDE ALL GOODS, FURNITURE, FIXTURES, EQUIPMENT, MATERIALS, MERCHANDISE OR ARTICLES PROVIDED OR TO BE PROVIDED BY SUPPLIER HEREUNDER.

2. PAYMENT TERMS The following terms with respect to payment are applicable to this Order:

A. NET INVOICES - Will be paid within 60 days of the date Greyhound receives Supplier's invoice.

B. DISCOUNTED INVOICES - If Supplier offers discounted payment terms, Greyhound, at its discretion, may pay Supplier's invoices according to the terms offered to receive the offered discount.

C. Payment in accordance with the foregoing terms is based upon receipt by Greyhound of the goods on or prior to the invoice date and receipt of Supplier's invoice within 3 days of its date. Otherwise, the payment due date will be measured from the receipt of the goods on the invoice, as applicable.

D. Invoice must be imprinted, where applicable, and must include the Purchase Order Number and Supplier's Tax Identification Numbers, corresponding to the address where payment should be mailed.

E. Unless a specific exemption certificate or other evidence of tax exemption has been furnished to Supplier by Greyhound, the goods in this Order are subject to applicable sales or use tax.

3. CONDITIONS OF ACCEPTANCE OF GOODS Final acceptance of any goods by Greyhound shall not be effective until: (1) arrival at the location designated in this Order; (2) Greyhound has had a reasonable amount of time to inspect such goods; and (3) the complete satisfaction of all conditions set forth in this Order. Greyhound reserves the full right to inspect all goods and in any manner deemed appropriate by Greyhound. The initial inspection performed by Greyhound on receipt of goods is a conditional acceptance, and shall not waive the right of Greyhound to return goods to Supplier which exhibit or develop defects due to latent causes during or after installation or testing of the end product. At Greyhound's sole option, any goods not accepted by Greyhound may either be returned to Supplier at Supplier's expense for replacement or for full credit against the purchase price. All goods returned to Supplier for breach of warranty hereunder shall be returned at Supplier's expense, including costs, expenses or penalties incurred by Greyhound in recalling such goods which have been delivered to Greyhound's customers and expense of redelivery. Supplier agrees that shipment of goods against this Order constitutes certification that all goods included in this shipment conform in all respects to the applicable requirements, specifications and drawings. No substitution of any goods may be made without Greyhound's prior written approval. When requested by Greyhound, Supplier will make process control data inspections and test reports covering the goods and their parts available for review and examination by Greyhound or its authorized representatives to verify conformance to such applicable specifications and drawings. However, a certificate of conformance must accompany individual shipments when so specified on applicable drawings or on the Order. Supplier shall preserve all special drawings, dies, patterns, tooling or other items supplied or paid for by Greyhound in good condition, and they shall be deemed to be the property of Greyhound unless otherwise agreed to in writing by Greyhound, and the same such items shall be returned in good condition when the work on the Order has been completed or terminated, or at any other time as requested by Greyhound. No special drawings, dies, patterns, tools or other items supplied by Greyhound or made by Supplier for the benefit of the Order shall be used by Supplier for any purpose other than fulfilling the Order, without Supplier obtaining the prior written consent of Greyhound thereto.

4. TIME OF DELIVERY The delivery dates and times of performance indicated by Greyhound for the goods to be supplied under this Order are of the essence. Failure to meet such dates or times shall be considered a breach of contract; furthermore, Supplier agrees to pay to Greyhound any penalties costs or damages (including special or consequential damages) imposed upon or incurred by Greyhound for failure of Supplier to deliver such goods on such delivery date. Unless otherwise agreed in writing, Supplier shall not make commitments for goods or production in excess of the amount needed, or in advance of the time necessary, to meet Greyhound's delivery schedule. It is Supplier's responsibility to comply with this schedule, but not to anticipate Greyhound's requirements. Goods shipped to Greyhound in advance of schedule may be returned to Supplier at Supplier's sole cost and expense or Greyhound may delay payment for such goods to correspond with the delivery schedule. Greyhound may reschedule the delivery of any unshipped product for later delivery at any time that Greyhound desires. Whenever any actual or potential labor dispute (whether affecting Supplier or any of its or suppliers) delays or threatens to delay the timely performance of this Order, Supplier shall immediately give notice thereof to Greyhound.

5. PRICE ADJUSTMENT Greyhound shall not be deemed to have accepted shipment of any goods at any price, product grade or classification or quantity other than as indicated on this Order. Any general price decrease announced by Supplier with respect to goods similar to the items described on this Order shall automatically and immediately reduce the price hereof by a comparable percentage. Supplier's failure to comply with this provision shall give Greyhound the right, without notice, to seek an appropriate reduction retroactively or through setoff on this or any other transaction between the parties.

6. DISCLOSURE OF INFORMATION Neither party hereto shall, without the prior written consent of the other party, publicly announce or otherwise disclose the existence or the terms of this Order, or release any publicity regarding this Order. This provision shall survive the expiration, termination or cancellation of this Order. Any knowledge or information which Supplier may disclose to Greyhound shall not be deemed to be confidential or proprietary information and shall be acquired by Greyhound free from any restrictions as to use or disclosure thereof.

7. REPRESENTATIONS AND WARRANTIES Supplier represents and warrants to Greyhound that all goods supplied by Supplier under this Order fully conform to the requirements, specifications, drawings, samples or other descriptions furnished or adopted by Greyhound and that they are new (unless this Order expressly allows for rebuilt or remanufactured goods), of a first class nature, constructed in a good workmanlike manner, free from all defects, encumbrances or deficiencies in manufacture or design and are of merchantable quality and fit for their intended purpose. Such warranties by Supplier shall run to the benefit of Greyhound and Greyhound's successors and assigns. Greyhound's approval of designs or review of test reports or samples furnished by Supplier shall not relieve Supplier of its obligation under these warranties. Suppliers warranties shall be effective for a period of time as set forth on the face of this Order. If no such schedule is set forth on the face of this Order, the warranty shall be effective for a period of one year from the later of the date of acceptance of goods by Greyhound or the date such goods are installed by Greyhound or for such longer period as specified by Supplier. Greyhound makes no representations or warranties to Supplier with respect to any matter related to this Order or Greyhound's operations. Supplier represents and warrants to Greyhound that either (A) (i) it has not heretofore paid, and has not arranged for the subsequent payment of any sort of inducement, bribe, gift, payment, kickback or other remuneration directly or indirectly to any employee at Greyhound, and (ii) if Supplier is an individual, he or she is not related by blood or marriage to any Greyhound employee, and if Supplier is a corporation or partnership that each of (x) the officers and directors at Supplier, (y) the persons signing this Order on behalf of Supplier, and (z) the person who negotiated this Order on behalf of Supplier is not related by blood or marriage to any officer, director or employee of Greyhound, to the best of Suppliers knowledge, or (B) if the foregoing is not true, there has been full disclosure to Greyhound by Supplier of such relationship(s) and the prior written consent of Greyhound has been obtained signed by the president, chief executive officer or general counsel of Greyhound.

8. INDEMNIFICATION Supplier agrees to indemnify, defend and to hold Greyhound and its affiliates, subsidiaries, officers, shareholders, employees, directors, officers, agents, customers, invitees and vendees (direct and indirect) (the "Greyhound Parties"), harmless from any and all losses, expenses (including, but not limited to, attorney fees and court costs), damages, liabilities, claims, monetary judgments or demands either at law or in equity for actual or alleged negligence, breach of these Terms and Conditions, and infringement or misappropriation of any patent, invention, design, trademark, trade Secret or copyright arising from the purchase and/or the Order. Use or sale of goods required by this Order, except where such infringement or alleged infringement arises by reason of designs for such goods originally furnished to Supplier by Greyhound. Without limiting Greyhound's rights as set forth in the foregoing sentence or any of Greyhound's other rights or remedies. In the event of claimed infringement or misappropriation. Supplier will use its best efforts, at no cost to Greyhound to: (a) obtain for Greyhound the right to use the goods without restriction; or (b) replace or modify the goods, without impairing the functionality thereof, so that they no longer infringe or

misappropriate any third-party rights; or (c) if such replacement or Modification is impossible, refund to Greyhound all monies paid hereunder for such goods. The indemnification's and protections set forth herein shall Survive the delivery of any goods required under this Order or the termination of the Order.

9. CHANGES Greyhound may change from time to time any of the drawings, specifications or instructions for work covered by this Order and Supplier shall comply with such change notices. If such changes result in a decrease or increase in Supplier's cost or in the time for performance, an adjustment in the price and time for performance may be made by the parties in writing, provided, however, the Supplier provides its written request for such adjustments within thirty (30) days of receipt of Greyhound's notice of change.

10. PACKING AND SHIPPING INSTRUCTIONS Supplier shall ship all shipments for which Greyhound is responsible for shipping charges, via the least costliest method that will meet Greyhound's delivery schedule, unless otherwise instructed. No charges of any kind, including charges for boxing or cartage, will be allowed under this Order unless specifically agreed to in advance by Greyhound in writing. Pricing by weight or volume, where applicable, covers net weight or volume of goods. Unless otherwise agreed, all goods shall be suitably packed or otherwise prepared for shipment to prevent damage in transit and to comply with carrier requirements.

11. RETURN Defective goods shall be returned freight collected to Supplier. Replacement goods shall be sent freight prepaid from Supplier, who will absorb the burden of premium transportation when defective or replacement goods places critical time or delivery schedule constraints on Greyhound.

12. INSPECTION RIGHTS/QUALITY CONTROL SYSTEMS A. The Supplier agrees to permit Greyhound to verify the quality of goods being provided under this Order at any production stage in the Suppliers facility. Verification may consist of a physical assessment/surveillance of the Supplier's facilities and quality programs and/or a source inspection. Deficiencies identified during such verification shall be positively corrected by the Supplier in the most expeditious manner possible. The Supplier shall provide all reasonable facilities and assistance for the safety and convenience of personnel engaged in such verification. Supplier agrees to include into each subcontract Supplier makes hereunder, appropriate provisions to the same effect. Supplier further agrees to provide Greyhound with access to all books, records and other documents located at any of Supplier's facilities for the purpose of auditing or reviewing any aspect of the transactions contemplated by this Order. B. Supplier is required to ensure that the manufacturing processes used meets the technical requirements of the applicable drawings, specifications engineering changes and added requirements of the Order. An inspection system inherent to verifying the technical requirements must be maintained and objective evidence of such will be produced on request.

13. OVERTSHIPMENTS Supplier is instructed to ship only the quantities specified in this Order. However, any deviation caused by conditions of loading, shipping, packing or allowances in manufacturing processes may be accepted by Greyhound according to the over shipment allowance indicated on the face of this Order. If no allowance is shown, it shall be ten percent (10%). Greyhound reserves the right to return any over shipment in excess of the allowance at the Supplier's expense.

14. ASSIGNABILITY The obligations hereunder shall not be assigned or transferred by Supplier without the prior written consent of Greyhound and any attempted assignment or transfer without such consent shall be void. Supplier shall not subcontract any substantial portion of the work to be performed under this Order without the prior written consent of Greyhound, which consent may be granted or withheld by Greyhound in its sole and absolute discretion. Subject to the restrictions on assignability above, the terms, covenants, conditions and indemnities hereof shall inure to the benefit of and shall be binding upon Supplier and Greyhound and their respective successors and permitted assigns.

15. TERMINATION WITHOUT CAUSE Greyhound may terminate the work to be performed hereunder in whole or in part at any time without cause upon sending written notice to Supplier. Such notice shall state the extent and effective date of such termination (which may, at Greyhound's election, be immediate) and, upon the receipt of such notice, Supplier will comply with the directions pertaining to the work stoppage hereunder and the placement of further orders hereunder. As an express condition for seeking and receiving any reimbursement arising from Greyhound's termination of this Order, Supplier must, within thirty (30) days from the effective date of termination, submit to Greyhound a full and complete written schedule/accounting detailing such reimbursement. The parties shall thereupon employ their best efforts to agree by negotiation within three (3) months upon the amount of reimbursement, if any, to be paid to Supplier for each termination. Greyhound's termination under this provision shall not be deemed a breach of contract. The provisions of this paragraph shall not limit or affect the right of Greyhound to terminate this Order for cause and shall not apply to a termination with cause. Supplier shall mitigate its claim to the maximum extent, and in any event no claims shall exceed the lesser of fair market value or actual costs of raw materials and work in progress material which Supplier shows cannot be diverted to other uses. No claim against Greyhound shall be asserted or honored for loss of expected profits or for any consequential, special or incidental damages due to a termination or cancellation hereunder, or for any other claim whether based upon a termination for any alleged breach or any other matter whatsoever.

16. SET-OFF Greyhound shall be entitled at all times to set-off any amount owing, for any reason, in connection with the Order.

17. TERMINATION FOR CAUSE DEFAULTS REMEDIES Supplier shall be deemed in default under this Order upon (1) the failure of Supplier to timely or satisfactorily (in Greyhound's sole and absolute discretion) perform any covenants, condition, agreement or obligation under this Order or any other agreement or order between Supplier and Greyhound, (2) any representation or warranty made by Supplier proves to be false, misleading or incorrect, (3) the filing of a petition in bankruptcy or insolvency or for reorganization of any bankruptcy laws, the making by Supplier of any assignment or arrangement for the benefit of creditors, or the attachment, execution or other judicial seizure of any of Supplier assets, or (4) any material adverse change in Supplier or Supplier's operations or any material change in laws affecting Supplier's operations. Whenever Supplier is in default under this Order or any other agreement or order between Supplier and Greyhound, Greyhound may take any action at law or in equity to enforce performance or observance of any obligations, agreements or covenants of the Supplier under this Order, including but not limited to rights and remedies set forth in the Uniform Commercial Code. Notwithstanding anything herein to the contrary and without limiting, or adding conditions precedent to Greyhound's other termination rights or other remedies contained herein (including without limitation, the rights and remedies), Greyhound shall have the right to immediately terminate this Order by sending written notice if (1) Greyhound ceases doing business (or curtails its business) in the area for which the goods are being purchased (2) Greyhound lays off any number of its employees and for that reason the purchase is no longer necessary or desirable in Greyhound's sole discretion, (3) Greyhound's business needs change as determined by Greyhound in its sole discretion, (4) Greyhound determines in its sole discretion that it desires to upgrade or downgrade its goods which relate to or concern, directly or indirectly, the subject matter of this Order, or (5) Greyhound has previously sent to Supplier three (3) notices of dissatisfaction regarding any aspect of the goods, which notices may relate to repeated occurrences of the same event or three (3) separate incidents. Upon the effective date of any termination, Greyhound's liability and obligations under the Order shall terminate in the same manner and to the same extent (and using the same settlement procedure) as set forth in Section 15 above. No remedy or election hereunder shall be deemed exclusive, but shall be cumulative with all other remedies. No delay or failure on the part of Greyhound to exercise or enforce any power, right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any power, right or remedy preclude any other or further exercise or enforcement thereof.

18. ATTACHMENTS. HEADINGS. TERMS Any attachments referenced on this Order shall be deemed for all purposes to be an integral part of this Order and incorporated herein. In the event of a conflict between such referenced attachments or a separate signed written agreement currently in effect with Greyhound relating to this Order and the terms stated herein, the terms of such attachments or agreement shall take precedence and control. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret or define nor be deemed to extend or limit specific sections. The term 'Greyhound' shall be construed to mean, when required by context, the affiliates, directors, officers, employees, invitees, contractors, materialmen, servants, passengers and agents of Greyhound.

19. ENTIRE AGREEMENT SEVERABILITY APPLICABLE LAW VENUE This Order and any attachments hereto (or to be attached hereto), set forth all of the covenants, promises, agreements, and conditions between Greyhound and Supplier concerning this Order and there are no covenants, promises, agreements or conditions, either oral or written between them. This Order may not be modified or amended in any manner except by an instrument in writing duly executed by the parties hereto. The invalidity or unenforceability of any provision of this Order, as determined by a court of competent jurisdiction, shall in no way affect the validity of the remainder of this Order or any provision hereof. THIS ORDER SHALL BE GOVERNED BY, INTERPRETED UNDER, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Where not modified by the terms herein, the provisions of Article 2 of the Uniform Commercial Code adopted in 1967 and as amended from time to time by the State of Texas (known as the Texas Business and Commerce Code) shall apply to this transaction. The exclusive jurisdiction for any action or proceeding brought by Supplier under this Order shall be Dallas County, State of Texas.

20. NOTICES. CONSENTS. APPROVALS All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other shall be deemed to have been fully given when made in writing and delivered in person or deposited in the U.S. mail, certified, return receipt requested, or with a national overnight courier, addressed to the parties at the address set forth on the Order. Either party may change such address

by prior written notice to the other. Whenever in this Order Greyhound's consent or approval is required, such consent or approval shall only be deemed effective if provided by a duly authorized representative of Greyhound.

21. RISK OF LOSS. RELATIONSHIP OF PARTIES Risk of all loss, destruction or damage to any goods provided under this Order from any and all causes whatsoever until delivery and acceptance by Greyhound shall be borne by Supplier. This Order does not create the relationship of principal and agent or a partnership a joint venture, or of any association other than that of vendor and vendee or independent contractor.

22. AUTHORITY, FORCE MAJEURE. ATTORNEYS FEES NO LIENS By acknowledgement of this Order, Supplier represents that it has full right, power and authority to bind Supplier to the terms and conditions herein. The parties shall be excused from the performance of their obligations under this Order for such period of time as either party is prevented from performing same by reason of any act of God, war, riots, fuel boycott or embargo, labor disputes, strikes or lockout, governmental restrictions or prohibitions, and any other cause beyond either party's reasonable control, not including any delays caused by suppliers or subcontractors. A party claiming a force majeure shall provide written notice thereof within ten (10) days of such occurrence. If either party named herein brings an action to enforce the terms of this Order or to declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court. To the extent permitted by law, Supplier expressly waives any common law, statutory or contractual lien on the goods provided hereunder.

23. COMPLIANCE WITH LAWS Supplier agrees that at all times, it shall at its sole cost and expense, comply with all applicable federal, state, municipal and local laws, statutes, orders and regulations, whether foreseen or unforeseen, ordinary or extraordinary which shall now or at any time hereafter be binding upon or applicable to Supplier, including but not limited to any Occupational Safety and Health Act ("OSHA", the term "OSHA" encompassing any regulations promulgated by the United States Department of Labor) or environmental or hazardous waste type regulations or those affecting or limiting prices, production, purchase, sale and use of goods. Supplier represents and warrants to Greyhound that all employees, contractors and subcontractors directly and indirectly working for Supplier have had adequate training with respect to OSHA and other safety-type regulations. To the extent applicable, without limiting the foregoing, Supplier agrees to comply with applicable federal, state, municipal and local laws, statutes, ordinances, orders and regulations including, but not limited to, all labor, employment, civil rights, safety, governmental procurement, governmental contracting and subcontracting, remuneration from governmental entities, environmental and pollution laws, statutes, ordinances, orders and regulations. Supplier shall pay all the wages, salaries, payroll taxes or contributions required by law for all agents, employees and contractors and Supplier and shall indemnify and hold harmless the Greyhound Parties from and against any and all damages, fees, penalties and expenses (including, without limitation, reasonable attorneys' and paralegal fees and expenses) of whatsoever nature resulting from failure to do so. If requested by Greyhound, Supplier agrees to timely certify compliance with such laws in such forms as Greyhound may request. The indemnifications and protections set forth herein shall survive the delivery of any goods required under this Order or the termination of the Order.