

1. ENTIRE AGREEMENT: This order, any terms and conditions in any document attached to or incorporated by reference in this order by Accuride Corporation ("Purchaser"), and all specifications, drawings, notes, instructions, engineering notices or technical data referred to in this order constitutes the entire agreement between the parties.

2. ACCEPTANCE OF CONTRACT: Purchaser shall not be bound by this order until Seller either (a) delivers to Purchaser a written acceptance of the order or (b) delivers to Purchaser any of the items or services ordered. Seller will be bound to this agreement upon the occurrence of either (a) written acceptance of the order or (b) delivery to Purchaser of any items or services ordered.

3. COMPLIANCE WITH LAWS: Seller shall comply with all applicable International, State/Provincial, Federal and Local laws, rules and regulations and all of Purchaser's safety procedures.

4. SHIPPING:

(a) All material shall be suitably packed, marked and shipped in order to secure lowest transportation cost and in accordance with Purchaser's instructions.

(b) Packages must bear Purchaser's order number, factory, plant and/or dock number, multiple packages comprising a single shipment shall also each be consecutively numbered and bulk containers must also show gross, tare and net weights and/or quantity.

(c) No charge shall be made by Seller for packing, drayage or storage or for costs associated with shipment other than as specified.

(d) Order number and package shall also be consecutively numbered. Order number and package numbers shall be shown on packing slips, bills of lading and invoices.

(e) Packing slips must accompany each shipment.

(f) Seller agrees to describe material on bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Purchaser's Traffic Department.

(g) Seller is responsible for any premium freight or other cost incurred as a result of tardy shipment.

5. TITLE AND RISK OF LOSS: Delivery shall not be deemed to be complete until materials have been actually received and accepted by Purchaser notwithstanding any agreement to pay transportation charges, and the risk of loss or damage in transit shall be upon the Seller. Nothing herein contained, however, shall be construed as depriving Purchaser of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

6. DELIVERIES: Time is of the essence of this order. 100% on-time delivery is a requirement of this purchase order. On-time delivery is defined as receipt being made no more than two (2) days in advance of the purchase order due date or blanket order release date and zero (0) days past the purchase order/release date. Any goods delivered thereafter may be rejected or returned at Seller's risk and expense.

7. INSPECTION: Seller shall provide and maintain an inspection system which will assure that all material and work delivered to Purchaser conforms to contract requirements whether manufactured or processed by Seller, or procured from subcontractors or vendors. Purchaser and/or the Purchaser's customers reserve the right to inspect/verify purchased product requirements at the point of manufacture or at any other point in the supply chain process. If product inspection is to occur at the supplier's facility or at any third party facility, then the supplier shall be provided with advance notice via verbal and/or written communication.

8. REJECTION AND CANCELLATION: Purchaser reserves the right to reject goods and to cancel all or any part of this order if Seller fails to deliver all or any part of the goods herein described in accordance with the terms, conditions, and specifications contained herein, or if such goods contain defective material or workmanship. In the event of a reject/defect finding, a disciplined problem report such as 8D and/or CAPA may be required to identify containment actions, root cause analysis, implementation of a solution and verification of the effectiveness of the solution. 24 hour containment may be necessary. Seller will credit or reimburse Purchaser for the purchase price of the rejected goods, as the case may be, or, in the case of defective goods, the Seller will replace such defective goods, in which case such replacement shall be covered by a new purchase order. Rejected goods shall be removed at the expense of Seller, including transportation both ways, promptly after notification of rejection. Seller shall bear all costs of inspection and all risks of loss of rejected goods, as well as any and all consequential and incidental damages. Acceptance of any part of the goods covered by this order shall not obligate Purchaser to accept future shipments nor deprive it of the right to revoke any acceptance theretofore given. If Seller ceases to conduct its operation in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller or if a receiver for Seller is appointed or applied for, or if an assignment for the benefit of creditors is made by Seller, Purchaser may cancel this order without liability except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

9. PAYMENT AND PRICE: Payment by Purchaser for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection disclosed defective material or workmanship or a failure to meet the specifications contained herein. Purchaser shall not be billed at prices higher than those stated on this order. Unless otherwise stated on the face hereof, invoices subject to discount will be discounted if paid within fourteen (14) days of the date of the invoice or the date of receipt of goods, whichever is later. Net bills will be paid within 90 days; however, any exceptions that have been agreed to by the Purchaser will supersede the Terms & Conditions Net 90 days requirement, and will be documented on the purchase order accordingly. On invoices returned for correction, the period will run from the date of receipt of the corrected invoice. Purchaser will be entitled to set off any amount owing from Seller to Purchaser or

its affiliates against any amount payable by Purchaser under this order. Except as otherwise specified, the contract price includes all taxes.

10. ESSENTIAL INFORMATION: If price or other essential information is not shown on the face of the order, such information must be inserted by Seller and confirmed by Purchaser in writing.

11. FORCE MAJEURE: Neither Purchaser nor Seller shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control and without the fault of negligence of Purchaser or Seller in failure to perform hereunder, including but not limited to, labor disputes of any kind, fires or accidents. In the event Seller's failure is not remedied within thirty (30) days, Purchaser may terminate the order.

12. WARRANTIES: Seller makes the following warranties to Purchaser and its customers and the users of the goods herein described.

(a) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances.

(b) Any and all goods supplied hereunder will be of merchantable quality.

(c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in design, material or workmanship, and will be in conformity with the specifications contained herein. Seller agrees that the foregoing warranties shall be in addition to any warranties of additional scope given to Purchaser by Seller. These warranties shall continue notwithstanding any inspection, acceptance or payment by Purchaser.

13. RECALL: If the goods or services create or contribute to a vehicle recall due to a motor vehicle safety defect or noncompliance with specifications or any applicable motor vehicle safety laws, rules and/or regulations, including but not limited to the United States National Motor Vehicle Traffic Safety Act, the Canadian Motor Vehicle Safety Act, as amended, European Safety laws, or any other law, regulation or code applicable in jurisdictions Seller shall pay the costs and expenses of recall and correction.

14. MATERIAL FURNISHED BY PURCHASER: Any material furnished by Purchaser, on other than a charge basis in connection with this order, shall be deemed as held by Seller upon consignment. All such materials not used in the manufacture of the products covered by this order shall, as directed, be returned to Purchaser at Purchaser's expense and if not accounted for or so returned, shall be paid for by Seller. The furnishing of any material or other items by Purchaser shall in no way release Seller of Seller's obligations under the purchase order.

15. SPECIAL TOOLING: All special dies, tools and patterns used in the manufacture of articles called for hereunder, furnished or paid for, by Purchaser belong to and shall be the personal property of Purchaser, and may be removed by Purchaser at any time. All such special tooling while in the possession of Seller shall be maintained and cared for at Seller's expense and Seller shall bear the risk of loss and damage of such property. Seller further agrees not to use any designs, tools, patterns, drawings, materials or other information or equipment furnished or paid for by Purchaser in the manufacture or design of any article or material for any other customer.

16. CHANGES: Purchaser may at any time by written notice make changes in drawings, specifications, delivery and/or shipping instructions. If any such changes affect the time for performance, the cost of manufacturing such supplies or the cost of furnishing such services, Purchaser shall make an equitable adjustment in the purchase price or the delivery schedule, or both. Claims by the Seller under this condition must be made within twenty (20) days of the date the change was ordered and must be agreed upon by Purchaser. No charges or additional changes made by Seller will be valid unless authorized in writing by Purchaser. Seller will need to supply formal notification of product and process changes along with pre-approval will be required, unless otherwise agreed for specified items. Evidence of lot containment for traceability to identify before/after change product may be required.

17. PATENTS: Seller agrees to indemnify, defend, and hold harmless Purchaser, and/or its customers and users, against any and all liability, loss and expense (including attorney's fees) by reason of any claim, action or litigation arising out of any alleged or actual, direct or contributory infringement of patent arising from the purchase, use or sale of subject materials. In case the purchase, use or sale of said goods, or any part thereof, is held to constitute infringement and/or is enjoined, Seller shall, at its own expense, procure for Purchaser and its customers and users the right to continue the purchase, use and sale of said goods; or, with the approval of Purchaser, modify said goods so they become non-infringing, or remove said goods and refund the purchase price and the transportation and installation costs thereof.

18. NON-ASSIGNMENT: No assignment of this order or any interest therein or any payment due or to become due thereunder shall be made by Seller without first obtaining the written consent of the Purchaser.

19. REACH REGULATION: Supplier agrees to comply with the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) rules and regulation on use of hazardous and potentially hazardous materials. Such compliance shall include, but not be limited to, no use of arsenic, lead, mercury, cadmium CrVI, asbestos, and PCB's without full disclosure to Accuride and its specific, written consent.

20. REMEDIES AND GOVERNING LAW: The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. A waiver by Purchaser of any right under this order shall not affect any rights subsequently arising under the same or similar clauses hereof, nor shall it operate as a waiver of the clause or condition under which such rights arise. This order shall be governed by the laws of the State of Indiana.

21. INDEMNIFICATION: Seller agrees to indemnify, defend, and hold harmless Purchaser, its customers and users of the goods purchased hereunder, against all liability, loss, claims, actions, suits, judgments, settlements, costs and expenses (including reasonable attorneys' fees) whatsoever arising out of any action relating to delivery or use of the items covered by this order or the performance of any term or condition of this order. Such indemnification shall

continue notwithstanding any inspection, acceptance, payment or processing by Purchaser.

22. NONDISCLOSURE: Data, drawings, specifications, or other technical information furnished directly or indirectly, in writing or otherwise, to Seller by Purchaser pursuant to this order shall in no event become the property of Seller and shall be used only in fulfilling the obligations imposed by this order and shall not be duplicated or disclosed to others or used in whole or in part for any other purpose. Such furnishings of data, drawings, specifications, or other technical information shall not be construed as granting any rights whatsoever, express or implied, under any patents of Purchaser.

23. CERTIFICATIONS: Written record of product/process verification may be required to be produced, maintained and made available for review. This may include but not limited to such items as: inspection records, gaging records, process capability (cp/cpk), evidence of 3rd party quality assurance system certification, APQP/PPAP types of documentation, records of product/process traceability, etc. Part numbers must be referenced on all packing lists and invoices. Material Certs and Statistical evidence of Process Control/Capability must be available upon request for all shipments. Documentation (Certificate of Conformance) stating that all goods/services provided by Seller are produced/provided in conformance to all customer/engineering/industry specifications must be supplied on an annual or as-needed basis. An ISIR and minimum 30-piece capability study (Purchaser may designate more than 30) for ppk/cpk are required for all new parts/processes unless otherwise approved by Purchaser. All suppliers are subject to a quality systems audit. A QMS must be present to insure capable and reliable product/process results. Minimum considerations would be product/process validation, measurement analysis, CAPA/8D, ability to trace and control product as needed with engineering and/or process changes.

24. QUALITY: Seller agrees to review and adhere to the Supplier Quality manual available on the purchaser's website. Seller is required to provide when requested a PPAP at no cost to the supplier.

25. NON-DISCRIMINATION AND AFFIRMATIVE ACTION: The provisions of the Equal Opportunity Clauses at 41 CFR § 60-1.4(a), 41 CFR § 60-250.5(a) and 41 CFR § 60-741.5(a) are hereby incorporated as terms and conditions of this Purchase Order [Contract]. As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 and 48 CFR 52.222-39 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees), 48 CFR 52.203-13 (Code of Business Ethics and Conduct), and 48 CFR 52.222-35 (Equal Opportunity for Veterans).

26. PROHIBITION OF HUMAN TRAFFICKING. By Seller providing goods, services or other consideration to Purchaser or designees, Seller is affirmatively representing and warranting that Seller and its subcontractors do not, directly or indirectly, engage in or otherwise support human trafficking, including forced labor or procurement of commercial sex acts.

27. CONFLICT MINERAL. Purchaser recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("Conflict Countries"). Purchaser requires and by, providing goods, services or other consideration to Purchaser or its designees, Seller is affirmatively agreeing, representing and warranting that Seller and its subcontractors shall comply with Section 1502 of the Act and its implementing regulations. In particular, Seller commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products, goods and materials it provides to Purchaser; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the Conflict Countries directly or indirectly support unlawful conflict there; and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Seller shall also complete any forms (electronic or hardcopy) that Purchaser reasonably requires in order to enable Purchaser to comply with Section 1502 of the Act and its implementing regulations. Seller shall take all other measures as are necessary to comply with Section 1502 of the Act and its implementing regulations as they currently exist and as they may be amended over time.