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INSTALLATION CENTER AGREEMENT

Full Legal Name of Installation Center _____ ("Installation Center")
Street Address _____
City, State, Zip _____
Primary Phone _____
Authorized Representative Name/Title _____
Authorized Representative Facsimile _____
Authorized Representative Email _____

This Installation Center Agreement ("Agreement") is entered into between the above named "Installation Center" and ROUSH CLEANTECH, LLC ("ROUSH"). (Hereinafter "Installation Center" and "ROUSH" is each a "Party" and jointly the "Parties").

Section 1. Definitions:

For purposes of this Agreement the terms identified below shall be defined as follows:

1.01 "Product" means a genuine ROUSH Liquid Propane Injection conversion system purchased from ROUSH and used to convert certain Ford Motor Company gasoline powered motor vehicles to operate on liquid propane.

1.02 "ROUSH Part(s)" means a genuine ROUSH component that is separately purchased from ROUSH and used to perform, without limitation, service, repair, regular maintenance, recall, warranty, etc., on motor vehicles converted with the Product.

1.03 "Appointed Services" means Installation Center's installation of the Product on certain pre-titled and post-titled Ford Motor Company gasoline powered motor vehicles. For the avoidance of doubt, Appointed Services DOES NOT mean or include, without limitation, the performance by Installer of any service, repair, regular maintenance, warranty, recall, safety alerts, technical service bulletins, etc., on motor vehicles converted with Product, or the installation of ROUSH Part(s) on vehicles converted with the Product.

1.04. "ROUSH Instructions", means, individually and collectively and without limitation the following as provided by ROUSH to Installation Center for the performance of Appointed Services: build/installation instructions and manuals, requirements and documentation; quality instructions, ROUSH policies and procedures, checklists; written instructions provided by ROUSH; and any other documentation, etc., as each of one or more of the foregoing as may be in effect at the time this Agreement is signed and/or that ROUSH may hereinafter amend, expand or newly enact at any time during the Term without prior notice to Installation Center. ROUSH Instructions are hereby incorporated into this Agreement by reference.

Section 2. Appointment.

2.01 To the extent Installation Center has a prior written Installation Center Agreement with ROUSH, this Agreement will constitute a novation of that Installation Center Agreement and that Installation Center Agreement will terminate immediately once Installation Center signs this Agreement.

2.02 Subject to the terms and conditions of this Agreement, ROUSH hereby appoints Installation Center, and Installation Center accepts such appointment, as a non-exclusive, authorized Installation Center for the provision of the Appointed Services. Installation Center shall provide the Appointed Services to owners of pre-titled and post-titled Ford Motor Company gasoline powered motor vehicles ("customers") in order to convert such vehicles to operate using the Product. Further, Installation Center agrees that it shall only use genuine Product purchased from ROUSH to perform the Appointed Services.

Section 3. Term and Renewal. Unless sooner terminated as provided in Section 13 below, the initial term ("Initial Term") of this Agreement shall begin on the date

this Agreement is countersigned by ROUSH's authorized representative ("Effective Date"), and it shall expire upon the conclusion of the first full calendar year thereafter (For Example Only: If the Effective Date of this Agreement is June 25, 2011, it will expire December 31, 2012, or if the Effective Date of an Agreement is December 31, 2011, it will expire December 31, 2012); provided that, this Agreement may be renewed thereafter for successive (1) year calendar periods (January 1 – December 31) ("Renewal Term") by the written mutual agreement of the Parties sixty (60) days before the end of the then-current term. Hereinafter the "Initial Term" and each "Renewal Term" are collectively defined as the "Term". For the avoidance of doubt, Installation Center understands and agrees, that either Party shall have the right not to renew this Agreement upon the conclusion of any Term or to terminate this Agreement as provided for in Section 13 below.

Section 4. Orders. Installation Center shall order Product solely by the submission of orders to ROUSH by telephone or electronic transmission as further described in ROUSH's Standard Terms of Sale attached and incorporated herein as **Exhibit A – ROUSH Standard Terms of Sale**. Any order submitted to ROUSH by Installation Center shall constitute a representation and warranty that Installation Center is solvent. The Parties agree that all sales of Product from ROUSH to Installation Center shall be solely pursuant to ROUSH's Standard Terms of Sale, regardless of any terms and conditions of purchase found in Installation Center's Purchase Order or other documents submitted to ROUSH for Product. ROUSH reserves the right to revise the ROUSH Standard Terms of Sale at any time without prior notice to Installation Center.

Section 5. Prices; Payment Terms. ROUSH shall sell Product to Installation Center based on purchase orders accepted by ROUSH and at such prices specified on ROUSH's then current Product Price List, as the same may be amended from time to time, with or without notice, in ROUSH's sole discretion. If at any time ROUSH lowers the price of any Product identified on the Product Price List, Roush **WILL NOT** make adjustments to any Product currently in Installation Center's inventory to reflect the lower price. Further, Installation Center shall timely pay all ROUSH invoices for Product according to ROUSH's payment terms found in the then current ROUSH Standard Terms of Sale.

Section 6. Availability and Discontinuance of Product. By this Agreement ROUSH does not represent or guarantee to Installation Center the continued availability for sale of any Product and assumes no liability in connection with any loss or damage to Installation Center arising out of ROUSH's failure to accept or fill orders for any Product due to unavailability or discontinuance for any reason whatsoever. ROUSH may in its sole discretion at any time and without prior notice to Installation Center change any Product, add or withdraw any Product from its current list of Product, or limit available quantities of any Product. ROUSH reserves the right at any time to discontinue the manufacture of and to make changes in the design of and to otherwise improve any Product without incurring any obligation to modify Product previously sold or contracted to be sold to Installation Center.

Section 7. Installation Center Duties.

At all times during the Term of this Agreement, Installation Center agrees:

(i) it has and it shall at all times maintain adequate, suitable and clean warehouse and facilities, associated tools and equipment, and inventory of Product (as recommended by ROUSH), all as are necessary to ensure the efficient and timely performance by Installation Center of its Appointed Services.

(ii) that during Installation Center's regular business hours, ROUSH shall have the right to enter and periodically audit, without limitation, any one or more of Installation Center's warehouse, facilities, equipment, performance of the Appointed Services, and/or build and quality processes to ensure Installation Center's compliance with ROUSH Instructions including FTPQ Guidelines (as defined in 7(xx) below.

(iii) at its own cost, expense and, as applicable, resources, it shall cause an adequate number of certified technicians (ASE or a comparable, recognized certification) (hereinafter "Technician(s)") to receive training on Product and the Appointed Services from ROUSH at either ROUSH's facilities or at Installation Center's facilities. For the avoidance of doubt and regardless of where ROUSH trains Technician(s), Installation Center shall be solely responsible for all transportation (ground and air), meals, expenses, lodging, etc., associated with ROUSH's training of Technician(s).

(iv) it shall not permit Technician(s) to perform any Appointed Services until they have received training on the Product and Appointed Services from ROUSH.

(v) it shall not permit any of Appointed Services to be performed by anyone other than a Technician(s) trained by ROUSH.

(vi) it shall immediately notify ROUSH when Installation Center loses Technician(s) trained by ROUSH on Product and the Appointed Services.

(vii) it shall, as ROUSH may direct from time to time and at Installation Center's own time, cost, expense and resources, cause those of its ROUSH trained Technician(s) to receive periodic re-training on the applicable Appointed Services and Product.

(viii) to timely process, perform and manage all Appointed Services according to the highest quality and professional standards applicable to Installation Center's industry and strictly in compliance with the following: all applicable laws and regulations in effect at the time this Agreement is signed and/or that may hereinafter be amended, expanded or newly enacted, ROUSH Instructions, ROUSH's policies and procedures, and Ford Manuals.

(ix) at its own cost and expense to prepare, maintain and retain in electronic or other format acceptable to ROUSH and for a period of ten (10) years after expiration or termination of this Agreement, accurate and current books and records applicable to the Appointed Services it performs, including, without limitation, build sheets, quality documentation, the date, names, contact information of customers and the corresponding vehicle identification numbers (individually and collectively called "Records").

(x) to permit ROUSH or its designated representative, at all reasonable times during normal business hours and prior notice, to audit, inspect, and copy Installation Center's Records for the Appointed Services.

(xi) to promptly provide, upon ROUSH's direction, any Records in a format as may be requested by ROUSH, to enable ROUSH to conduct or issue, without limitation, Product recalls, safety alerts, warranty notices, technical service bulletins, or otherwise.

(xiii) to at all times cooperate and use its best efforts to assist ROUSH in the dissemination and/or the timely performance of, without limitation, any Product safety alerts, recalls, technical service bulletins, etc., should they arise, or any other information as may be requested by ROUSH.

(xiv) it shall procure and at all times maintain at its own cost and expense, without limitation, all current and future required licenses, permits and governmental approvals as applicable to enable Installation Center, its facilities, and its Technician(s) to lawfully comply with all of the sections of this Agreement and to perform the Appointed Services.

(xv) not to install or otherwise use any Product except in strict accordance with its intended use/application, applicable ROUSH Instructions, and local, state and federal laws where Installation Center is located or where it performs the Appointed Services.

(xvi) to provide its customers, with such information and/or documentation as ROUSH may direct from time to time.

(xvii) to serve as ROUSH's liaison and promptly handle, in coordination with ROUSH the following, without limitation, as ROUSH deems appropriate and as it

may direct, all inquiries, orders and complaints that Installation Center receives regarding the Product, including complaints regarding Installation Center's performance of the Appointed Services.

(xviii) that except for end customers for whom Installation Center will perform the Appointed Services, Installation Center shall not resell uninstalled Product to any third party including, without limitation, any jobber or retailer or otherwise.

(xix) to procure and at all times maintain at its own cost and expense as well as comply with in the performance of the Appointed Services, Ford Truck Quality Programs (FTQP) Guidelines, specifically sections E0500, E0600, E0700, E0800, E0900, E1100, and E1200 in effect at the time this Agreement is signed and/or that may hereinafter be amended, expanded or newly enacted (hereinafter individually and collectively called "FTQP Guidelines").

(xx) it shall at all times perform the Appointed Services in strict compliance with the applicable ROUSH Instructions including, without limitation, full and accurate completion and timely submission of any documentation to ROUSH, and the FTQP Guidelines.

(xxi) it shall, at its own cost and expense, be solely responsible for complying with all applicable state and federal certification, labeling, reporting and recall requirements of, without limitation, the National Highway Traffic Safety Administration (including, but not limited to, Alterer Certification, TREAD Reporting, etc.) and any other local, state or federal agencies that regulate Installation Center's installation of Product. For the avoidance of doubt, Installation Center agrees ROUSH shall not be responsible for any recall costs or any other expenses that arise from a defect in Installation Center's performance of Appointed Services and that give rise to a need to, without limitation, conduct a recall, issue technical service bulletins or safety alerts.

(xxii) it shall, upon ROUSH's request as determined by ROUSH's review of Warranty Claims for Installation Center's performance of Appointed Services, promptly perform at its own cost and expense and in compliance with all applicable local, state or federal laws, regulations and government agencies, a recall of installed Product for which Installation Center's performance of the Appointed Services alone have been determined to be defective.

(xxiii) it shall make its facilities and resources (space, photocopying, phones, computers and computer access) available at no cost to ROUSH and at reasonable times and hours as ROUSH may require in order to train Technician(s).

(xxiv) it shall permit the Ford Motor Company or its authorized representatives to enter Installation Center's premises at any time and from time to time during normal business hours in order to perform a Ford Quality Vehicle Manufacturer audit of Installation Center's operations, procedures, etc.; with the understanding that Installation Center shall timely undertake all improvements or corrective actions so identified as a result of such audit in order to meet the standards established by the Ford Motor Company.

(xxv) it shall promptly pay all ROUSH invoices according to and within the time specified in the then current ROUSH Standard Terms of Sale.

Section 8. ROUSH's Duties. ROUSH will make available at no cost to Installation Center, all training of Technician(s) on Product and the Appointed Services, ROUSH Instructions, and other documentation as ROUSH deems necessary for Installation Center to perform the this Agreement and the Appointed Services.

Section 9. Warranty; Limitation of Liability.

9.01 (a) Each Product comes with a limited express warranty. ROUSH warrants Product in accordance with the applicable limited express warranty that may accompany Product, or be found on ROUSH's sales literature for the Product, or the Roushcleantech.com website. ROUSH reserves the right to modify the limited express warranty for any Product at any time and from time to time without prior notice to Installation Center. ROUSH'S LIMITED EXPRESS WARRANTY FOR PRODUCT IS IN LIEU OF AND TO THE EXCEPTION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST CLAIMS OF INFRINGEMENT, AND ANY OTHER OBLIGATION ON THE PART OF ROUSH WITH RESPECT TO THE PRODUCT SOLD TO SERVICE CENTER HEREUNDER; ALL WARRANTIES ARE EXTENDED ONLY TO SERVICE CENTER'S CUSTOMERS. SERVICE CENTER HAS THE RIGHT TO PASS THE ROUSH LIMITED EXPRESS WARRANTIES TO SERVICE CENTER'S CUSTOMERS. SERVICE CENTER IS NOT AUTHORIZED TO BIND ROUSH TO ANY OTHER WARRANTY FOR PRODUCT. ANY EXPANSION OF ANY PRODUCT WARRANTY BY SERVICE CENTER OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL CONSTITUTE A

MATERIAL BREACH OF THIS AGREEMENT. SERVICE CENTER AGREES IT SHALL NOT, AND IT SHALL CAUSE ITS EMPLOYEES, REPRESENTATIVES AND AGENTS NOT TO, MAKE OR EXPAND UPON ROUSH PRODUCT REPRESENTATIONS AND WARRANTIES TO SERVICE CENTER'S CUSTOMERS. (b) In any event and notwithstanding anything in this Agreement to the contrary, Roush's liability under any warranty for the Product will be discharged in the manner identified under such warranty or warranties and within the defined warranty period for the Product. (c) Installation Center agrees that any and all dated warranties extended by Roush to Installation Center's customer will immediately terminate, regardless of anything in this Agreement or any Product warranty to the contrary, if the Product is improperly serviced or repaired by Installation Center or its customer, or the Product is altered or modified by Installation Center or its customer after installation, including as part of any service or repair, without the prior written authorization of Roush.

9.02 Except for ROUSH's indemnification obligations set forth in Section 11.01 of this Agreement, (i) in no event shall ROUSH be liable to Installation Center for any special, consequential or incidental damages including, but not limited to, loss of profit or revenues; damage, or loss of use of the Product or any associated equipment, systems, tools, facilities, devices, cost of capital; cost of substitute goods; recall costs; claims of Installation Center or Installation Center's customers for such damages that were in any way derived or resulted from Installation Center's purchase, use of Product, or its performance of the Appointed Services; (ii) in no event shall ROUSH's total liability to Installation Center for any and all loss or damage arising out of or resulting from this Agreement, or from its performance or breach, or from the Product furnished hereunder ever exceed the actual price paid for the Product which gives rise to the lawsuit, complaint, or claim. ROUSH's liability, if any, shall immediately terminate upon the expiration of the applicable warranty period for the Product.

Section 10. Trademark and Tradename.

10.01 During the Term, ROUSH grants Installation Center a non-exclusive, limited, non-transferable, non-assignable right to identify itself as an "ROUSH CLEAN TECH™ Authorize Installation Center" (hereinafter called the "Authorized Mark"). No other right or license is granted to Installation Center for the use of any other ROUSH trademarks or tradenames including "ROUSH®" or "ROUSH CLEANTECH™" or any variant thereof or any other trade name or trademark used or owned by ROUSH or its parent ("ROUSH Marks") without the express written permission of ROUSH. Installation Center acknowledges and agrees that, except as expressly provided in this Agreement or otherwise expressly provided by ROUSH in writing, (i) it has no rights or interest of any kind in or to any ROUSH Marks, and (ii) it will not assert any rights or interest in any of the ROUSH Marks or other proprietary data of ROUSH by virtue of the rights granted to Installation Center under this Agreement. All rights arising from Installation Center's use of the Authorized Mark(as part of its Appointed Services shall inure to the sole benefit of ROUSH.

10.02 Installation Center shall not register the ROUSH Marks or the Authorized Mark, or other similar designations with any governmental body or register any variant thereof as a domain name, or as part of Installation Center's business name, or as user or seller name on Twitter, Ebay, Facebook, or any other current or future media or format available on the Internet. To the extent required to preserve ROUSH's rights, and at ROUSH's request, Installation Center will execute such registered User Agreements or other documents that may be necessary or desirable by ROUSH to protect the ROUSH Marks.

10.03 Installation Center shall use only ROUSH provided artwork of the Authorized Mark and the ROUSH Marks (hereinafter individually and collectively "Artwork") only in the manner permitted or authorized by ROUSH in writing. Additionally, ROUSH may provide access to such Artwork electronically (including its website) or otherwise; provided, however, that Installation Center agrees in advance with the terms and conditions of usage of the ROUSH Marks or Authorized Mark, which may change from time to time without prior notice from ROUSH. Installation Center shall not provide Artwork obtained or accessed from ROUSH to any third party.

Section 11. Indemnification.

11.01 ROUSH and Installation Center recognize that the burden of defending against product liability allegations, whether or not meritless or frivolous, should be borne by the Party whose alleged negligence, wrongdoing or defective product is at issue, regardless of whether it is a Party to the particular litigation. The Parties also recognize that, under existing law, there are circumstances where a claimant may sue only one Party even though the defect, wrongdoing or negligence alleged is the principal responsibility of the other Party. The Parties also recognize that this results in the named defendant bearing more than its fair share of the cost of the litigation. In order to avoid possible controversy between the Parties as to which shall defend such litigation, or bear the cost of defending such litigation, including the cost of settlements or verdicts, the Parties agree as follows:

(a) Indemnification by ROUSH. With respect to any Product supplied by ROUSH to Installation Center, ROUSH shall indemnify, hold harmless and protect Installation Center from any loss, damage or expense, including, without limitation, settlements, judgments, expert fees and reasonable attorney's fees, resulting from or related to lawsuits, complaints or claims against Installation Center for property damage or personal injury where Installation Center's liability, if any, arises solely because of a defect in manufacture, assembly, materials or design for which ROUSH alone is responsible.

(b) ROUSH's Duty to Defend. Installation Center shall promptly notify ROUSH of any lawsuit, complaint or claim which Installation Center has reason to believe may be covered by this indemnity provision. If the claimant's sole allegation against Installation Center is that Installation Center is strictly liable for a defect for which ROUSH alone is responsible, and if ROUSH's investigation discloses no basis for Installation Center's liability other than the allegations in the lawsuit, complaint, or claim, ROUSH shall assume Installation Center's defense upon Installation Center's request. Installation Center, and/or its product liability insurance carrier, shall cooperate fully in the defense of the action, as ROUSH, and/or its Product liability insurance carrier, may reasonably require. ROUSH shall have the right to assume Installation Center's defense at any time, provided that ROUSH acknowledges Installation Center's right to indemnity under this provision.

(c) Indemnification by Installation Center. With respect to any Product supplied by ROUSH to Installation Center, Installation Center shall indemnify, hold harmless and protect ROUSH from any loss, damage or expense, including, without limitation, settlements, judgments, expert fees, and attorneys' fees, resulting from or related to lawsuits, complaints or claims against ROUSH for property damage or personal injury, where ROUSH's liability, if any, arises solely from Installation Center's performance of the Appointed Services, or modifications or additions made by Installation Center to the Product or the affected vehicle, or from processing of Products by Installation Center. Liability on the part of ROUSH which arises, if at all, because ROUSH knew or should have known that the performance of the Appointed Services, or the processing, modification or additions made by Installation Center were negligent, improper or defective, or that ROUSH expressly or impliedly approved the modifications or additions made by Installation Center, shall be deemed to be liability which arises "solely from the performance of the Appointed Services, or the processing, modifications or additions made by Installation Center" within the meaning of this paragraph. However, Installation Center shall not be obligated to indemnify ROUSH if the Appointed Services were performed, or any modifications or additions were made, or the processing was conducted pursuant to express written instructions provided by ROUSH.

(d) Installation Center's Duty to Defend. ROUSH shall promptly notify Installation Center of any lawsuit, complaint or claim which ROUSH has reason to believe may be covered by this indemnity provision. If ROUSH's alleged liability arises solely from Appointed Services performed by Installation Center, or modifications or additions made by Installation Center, or from processing of Products by Installation Center not pursuant to express written instructions from ROUSH, and if Installation Center's investigation discloses no basis for ROUSH's liability other than the allegations in the lawsuit, complaint, or claim, Installation Center shall assume ROUSH's defense upon ROUSH's request. ROUSH and/or its product liability carrier shall cooperate fully in the defense of the action as Installation Center, or its product liability carrier, may reasonably require. Installation Center shall have the right to assume ROUSH's defense at any time, provided that Installation Center acknowledges ROUSH's right to indemnity under this provision.

(e) Cross-Claims or Third Party Complaints. Neither Party shall file cross-claims or third-party complaints against the other without notifying the other in advance. Where practicable, the notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.

(f) Contributions to Settlement. In the appropriate case the Parties shall, where settlement is or may be warranted, make a reasonable effort to agree upon the amount each Party shall contribute to settlement, based upon the nature of the plaintiffs allegations. For example, if the case involves an allegation that a Installation Center's installation of Product was defective, a reasonable allocation would require the Installation Center to contribute all or most of any settlement amount. If, however, the allegation concerns the Product supplied by ROUSH, a reasonable allocation would require ROUSH to contribute all or most of any settlement amount. It is recognized that there shall be cases of multiple allegations with respect to each Party and that allocation of responsibility shall be dependent on the circumstances of the case.

(g) Contributions to Adverse Judgment. If the case, for any reason, does not settle, the Parties shall, in advance of trial, make a reasonable attempt to agree upon the extent to which each company shall contribute to satisfy any adverse judgment or verdict that may be returned, based upon the principles set forth in the preceding paragraph. Based on these principles, the Parties shall likewise attempt to agree upon the extent to which each shall contribute to the cost of defending the litigation, including attorney's fees.

(h) Unilateral Settlement: Notifying Other Party. In cases where both Parties are named defendants, neither Party shall unilaterally enter into a settlement agreement without giving reasonable notice to, and consulting in advance with, the other Party.

11.02 Additional Indemnification by Installation Center. In addition to Installation Center's indemnification obligations identified in Section 11.01, Installation Center shall defend, indemnify and hold harmless ROUSH, its parent, and their subsidiaries and affiliates including the respective officers, directors, members, shareholders, agents and employees of each, and Jack Roush, personally (hereinafter the foregoing individually and collectively called "Indemnitees") from, against and without limitation, all actions, claims, liabilities, judgments, fines, demands, causes of action, losses, damages (without limitation consequential, special, punitive, incidental) personal injury, death, property damage, commercial loss and all legal costs and expenses (including actual attorneys' fees) incurred in connection therewith (hereinafter the foregoing individually and collectively "Losses"), that may be imposed upon, asserted against or incurred by any one or more Indemnitees, whether in whole or in part, in connection with (i) Installation Center's breach of any of its representations, warranties, covenants or agreements identified in this Agreement; or (ii) any act, omission or misrepresentation of Installation Center, or that of its employees, representatives, or agents; or (iii) Installation Center's sale of Product. Installation Center shall immediately notify ROUSH of any event covered by this Section 11.02 that Installation Center has actual notice, and ROUSH shall be entitled to participate in the defense of any such claim. Installation Center's obligations under this indemnity shall survive termination of this Agreement.

11.03 No Duty to Indemnify. Notwithstanding anything to the contrary found in this Section 11 or elsewhere in this Agreement, Installation Center understands and agrees ROUSH shall have no obligation to indemnify Installation Center under Sections 11.01 or 11.02 of this Agreement or as may otherwise be required under this Agreement if Installation Center (a) performs other than the Appointed Services, or (b) continues to perform the Appointed Services despite the expiration or termination of this Agreement.

Section 12. Insurance. Installation Center shall obtain and maintain at all times during the Term and for 4 years after the expiration or termination of this Agreement, insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory Limits for the state or states where the Appointed Services are to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$2,000,000 per accident, \$2,000,000 Bodily Injury by Disease Policy Limit and \$2,000,000 Bodily Injury by Disease Per Employee; (c) General Liability (including General Aggregate, Product/Completed Operations, Broad Form Property Damage, and Blanket Contractual Liability) - \$2,000,000 per occurrence/\$2,000,000 aggregate; and (d) Excess/Umbrella Liability - \$5,000,000. Installation Center's insurance shall be primary and not excess over or contributing with any insurance purchased or maintained by ROUSH. A Waiver of Subrogation in favor of ROUSH shall be included on Installation Center's Commercial General Liability, Excess/Umbrella Liability and Workers Compensation policies. At ROUSH's request, Installation Center shall promptly furnish to ROUSH certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Installation Center. Such certificate(s) shall name ROUSH Enterprises, Inc., ROUSH CleanTech LLC, ROUSH Performance Products, Inc., and Jack ROUSH as Additional Insureds, and shall require the insurer to give ROUSH 30 day's prior written notice of any termination, reduction in the amount, or scope of coverage under any policy. Installation Center's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Installation Center of its obligations or liabilities under this Agreement. ROUSH's failure to request or obtain certificates of insurance from Installation Center shall not relieve Installation Center of its obligations to provide the coverage identified in this Section.

Section 13. Expiration/Termination.

13.01 ROUSH shall have the right to terminate this Agreement immediately by giving written notice to Installation Center if, at any time, (i) Installation Center becomes insolvent, is adjudged bankrupt, files or has filed against it a petition under any of the provisions of bankruptcy or other laws relating to insolvency, or if a receiver or administrative receiver is appointed for its business or property, or Installation Center makes an assignment for the benefit of creditors, attempts to assign this Agreement without written consent of ROUSH, ceases or threatens to cease to carry on its business, passes a resolution for winding up or, in the sole judgment of ROUSH, suffers a material impairment of its credit; (ii) there shall have occurred a change of control in the ownership of the Installation Center; (iii) if applicable, Installation Center ceases, whether voluntarily or involuntarily, to be a Ford Dealership; (iv) if ROUSH places Installation Center's account with collections; (v) Installation Center breaches any one or more of the following Sections and subsections: 7(ii), (iii), (iv), (v), (vi), (vii), (x), (xi), (xiv), (xviii), (xix), (xx), (xxiii), (xxiv), or (xxv) of this Agreement; or (vi) upon default by Installation Center under

any other agreement it has with ROUSH; and (vii) notwithstanding anything contained herein to the contrary, if Installation Center has breached a provision of this Agreement and been given the opportunity to cure such breach and Installation Center breaches the same provision within a 90-day period, ROUSH may immediately terminate this Agreement without providing any additional notice or opportunity to cure.

13.02 Termination of Installation Center for Default. Except as provided otherwise in Section 13.01 above, ROUSH may terminate this Agreement by providing the Installation Center with thirty (30) days prior written notice of its intention to terminate if the Installation Center fails to cure any default as described in (i) – (v) of this section 13.02 within ten (10) days of Installation Center's receipt of written notice of such default; specifically if Installation Center (i) breaches any term of or any obligation it has under this Agreement, or any provision of the ROUSH Standard Terms of Sale, or any other written agreement, or purchase order between the Parties; (ii) sells products made by others under or as a ROUSH Product; (iii) purchases Product from anyone other than ROUSH; (iv) fails for any reason to (a) carry on its business in the ordinary course, or (b) for ten (10) consecutive business days to keep its facilities open during and for not less than the hours customary in the Installation Center's area; (v) uses product other than genuine Product to perform the Appointed Services; or (vi) purchases Product from a third party.

13.03 Termination of ROUSH for Default. The Installation Center may terminate this Agreement by providing ROUSH with thirty (30) days prior written notice of its intention to terminate if ROUSH fails to cure a default of any of its obligations under this Agreement. Failure by ROUSH to comply with any term of this Agreement or with any other written agreement between the Parties shall constitute a breach hereunder entitling the Installation Center to terminate this Agreement pursuant to this Section.

13.04 Effect of Termination. Immediately upon the expiration or termination of this Agreement for any reason, and notwithstanding any claim by Installation Center that termination is wrongful, Installation Center shall: (a) cease to use the "Authorized Mark" including, without limitation, removing all signage from the exterior and interior of its building or premises that include the Authorized Mark; (b) take all necessary steps to change its listing in telephone directories, website(s), and do all other acts necessary to remove any other identification of Installation Center as a provider of the Appointed Services; (c) deliver to ROUSH all banners, signs, samples, price lists, sales promotion materials and any other materials for all Product in Installation Center's possession that were furnished by ROUSH to Installation Center; and (d) supply ROUSH with such information regarding Installation Center's customers as is reasonably necessary for ROUSH to assume or transfer, following expiration or termination of this Agreement, service and support responsibilities with respect to the Appointed Services performed by Installation Center under this Agreement. Further, upon expiration or termination, Installation Center shall refrain from taking any action that would indicate Installation Center is acting as a "ROUSH CLEAN TECH™ Authorized Installation Center". The Parties agree that any business relations between ROUSH and Installation Center after the expiration or termination of this Agreement for the Appointed Services shall not operate as an extension or renewal of this Agreement. Nevertheless, Installation Center's obligations under the following sections of this Agreement shall survive the expiration or termination of this Agreement: Subsections 7(ix), (xi), and (xiii); Section 9 in its entirety; Section 11 in its entirety; Section 12; Section 14 in its entirety; Subsections 15.03, 15.05, 15.07, 15.08, 15.09, 15.11, and 15.12; and Section 16 in its entirety. Further, upon expiration or termination of Installation Center's Appointed Services, ROUSH is relieved from any obligation to make any further shipments hereunder, and may cancel all of Installation Center's unshipped orders for any Product, regardless of previous acceptance by ROUSH, except those Product that are proved to ROUSH's satisfaction to have been sold by the Installation Center before Installation Center's receipt of notice of termination or the expiration of this Agreement. ROUSH shall have no obligation or liability to Installation Center or its customers in connection with any such cancellation.

13.05 No Termination Payments/Damages. ROUSH SHALL NOT BE LIABLE TO INSTALLATION CENTER FOR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, BECAUSE OF THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS SECTION.

13. Installation Center shall not be entitled to any payments in the nature of termination indemnities including without limitation, loss of goodwill, prospective profits or anticipated orders, or on account of any expenditures, investments, leases or commitments made by ROUSH or Installation Center, or for any other reason whatsoever based upon or growing out of such termination. Installation Center hereby expressly waives any special, additional or statutory compensation or claim for damages, indemnities, or penalties to which it may be entitled because of the expiration or termination of this Agreement, with or without cause. Installation Center acknowledges and agrees that it shall earn compensation solely because of

its performance of Appointed Services and its purchase and resale of Product as part of such Appointed Services. Installation Center further acknowledges and agrees that it has no expectation and has received no assurances, representations or warranties that its business relationship with ROUSH will continue beyond the stated term of this Agreement or its earlier termination, or that any investment by the Installation Center to become and have the right to perform the Appointed Services, including any investment in Product, will be recovered or recouped, or that Installation Center shall obtain any anticipated amount of profits or have any business success by virtue of this Agreement or Installation Center's sale and performance of the Appointed Services.

13.07 Repurchase of Product. ROUSH shall have the right, but shall not be obligated, to repurchase from Installation Center any or all Product in Installation Center's inventory and unsold on the effective date of termination or which are reacquired by Installation Center. If ROUSH elects to repurchase Product from Installation Center, ROUSH's price for Product which are new, undamaged and are in first class saleable condition, as solely determined by ROUSH, shall be Installation Center's actual cost or ROUSH's current prices and discounts in effect at the time of repurchase, whichever may be lower, less a handling charge of fifteen percent (15%) and a further additional charge for any necessary reconditioning of such Product; regardless of the foregoing, the price for all other Product shall be set by ROUSH in its sole and absolute discretion.

Section 14. Confidential Information.

14.01 Installation Center agrees that all information disclosed by ROUSH to Installation Center under this Agreement, in whatever form, but excluding promotional and advertising material, is "Confidential Information." Installation Center agrees that it will use all Confidential Information disclosed by ROUSH only to further Installation Center's performance this Agreement, and for no other purpose. Installation Center shall disclose Confidential Information only to those of its employees, representatives or agents (who are bound to confidentiality as part of their employment with Installation Center or who shall have separately agreed in writing to be bound by these confidentiality terms) that have a need to know the Confidential Information in relation with the performance of this Agreement. Except as provided above, Installation Center agrees that during the Term and for a period of five (5) years after the termination or expiration of this Agreement, it will not disclose Confidential Information to any other person or entity without the express, prior written consent of ROUSH. Installation Center agrees that it will protect Confidential Information with the same degree of care as it uses to protect its own confidential information. The foregoing confidentiality obligations shall survive expiration or termination of this Agreement and shall remain binding on the Installation Center and its affiliates, successors and assign for the period identified herein with the exception, however, of Confidential Information that becomes part of the public domain without fault of Installation Center, or any employee, agent, or representative of Installation Center.

14.02 All Confidential Information furnished under this Agreement (including ROUSH Instructions and all copies thereof) is and shall remain the property of ROUSH and shall be returned or otherwise disposed of by the Installation Center as instructed by ROUSH promptly upon demand or upon the termination or expiration of this Agreement.

14.03 Records provided by Installation Center to ROUSH in the form of customer information shall also be deemed "Confidential Information" for purposes of this Agreement, and the Parties shall maintain and treat such customer information in confidence indefinitely, unless such customer information is required by either Party for purposes of conducting, without limitation, recalls, issuing safety alerts or technical service bulletins, etc., or the dissemination of any other information to customers about Product or ROUSH Kits; excluding, however, such customer information shall not be used for the marketing, advertising or promotion of Product or otherwise to customers.

Section 15. Miscellaneous.

15.01 Independent Contractor. During the Term, Installation Center shall solely be an independent contractor of ROUSH. Installation Center is an independent contractor. Nothing in this Agreement will constitute or be construed as a creation of a franchise, distributorship, partnership, joint venture or otherwise between Installation Center and ROUSH. Neither Installation Center nor its officers, employees or agents are granted by this Agreement or otherwise any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of ROUSH or any of its affiliates, or to bind ROUSH or any of its affiliates in any manner or thing whatsoever.

15.02 Assignment. Installation Center may not assign, transfer or subcontract this Agreement or any rights or obligations under this Agreement, without the prior written consent of ROUSH. ROUSH may transfer or assign this Agreement at any time without Installation Center's consent.

15.03 Notice. Any notice required under this Agreement must be made in writing and shall be duly given: (i) if sent by U.S. First Class Certified Mail, Return Receipt, to the named recipient; or (ii) if delivered personally, when received; or (iii) if transmitted by facsimile, on the date of transmission so long as a copy of the entire transmission (including cover sheet and the confirmation transmittal page) is sent by U.S. First Class Certified Mail, Return Receipt, to the named recipient; or (iv) if sent by a nationally recognized overnight courier service (FedEx, UPS, or Airborne), on the next business day following the date of deposit with such courier service; or (v) if by email, on the date of transmission so long as a copy of the entire sent email transmission (including any attachments), showing the actual date and time of the email transmission, is sent by U.S. First Class Certified Mail, Return Receipt, to the named recipient. All notices sent to Installation Center shall be directed to its Authorized Representative and at the address, facsimile and/or email identified on the first page of this Agreement.

All notices sent to ROUSH shall be directed to:

FIELD SERVICE MANAGER
ROUSH CLEANTECH LLC.
12068 Market Street
Livonia, Michigan 48150
Facsimile: 734-779-7700
Email: CleanTech.Warranty@roush.com

If a Party changes its address, email, and/or facsimile number to which notices are to be sent under this Agreement, such Party must promptly notify the other Party hereto of any such change that shall be given according to the requirements of this Section 15.03.

15.04 Failure to Enforce. A Party's failure to enforce any term of this Agreement shall not be construed as a waiver of rights hereunder preventing the subsequent enforcement of such provision or the recovery of damages for breach thereof.

15.05 Severability. If any portion of this Agreement or any Exhibit attached and made a part of this Agreement, is held to violate, or to be invalid or unenforceable under, any applicable laws of any government or subdivision thereof, this Agreement may, at the option of ROUSH, be terminated immediately upon written notice, or the portion declared to be in violation of or invalid or unenforceable under any such law shall be reformed (to the extent possible) or treated as being of no force or effect, and this Agreement shall be construed as though such portion had not been inserted herein, and the remainder of this Agreement shall remain in full force and effect.

15.06 Force Majeure. Neither ROUSH nor Installation Center shall be liable for failure to perform any obligation under this Agreement if the failure is caused by war, terrorist actions directly affecting a Party, insurrection, riot, fire, explosion, flood, strike, lock-out, injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation, accident, malfunction of machinery or apparatus, national defense requirements, acts or regulations of national or local governments, denial of export or import licenses, or act of God, or any other cause beyond the reasonable control of the Parties. If, because of any such cause, ROUSH is unable to supply the local demand for Product, ROUSH may, in its sole discretion, allocate its available supply among itself and all of its customers, including those under contract. The Party claiming relief pursuant to this Section shall promptly notify the other Party in writing of the facts indicating the existence of force majeure conditions and the relief claimed. The Parties agree to use their best efforts to overcome such conditions. Such conditions shall not relieve any Party of its obligation to perform any part of this Agreement at such time and to such extent as may be possible subsequent to the occurrence thereof and within reasonable time thereafter. Should such conditions continue unabated, despite a Party's best efforts to overcome them for three (3) months from the date of notice given pursuant hereto, then the Party receiving such notice shall have the option to terminate this Agreement without liability to the other Party for the consequences of such termination.

15.07 Governing Law. This Agreement, including any dispute, controversy or claim arising hereunder shall be governed and construed in accordance with the laws of the State of Michigan, excluding its conflicts of laws principles. The U.N. Convention for the International Sale of Goods shall not apply.

15.08 Equitable Relief. Notwithstanding any other provision of this Agreement, to the extent that an action in the nature of an injunction or other similar emergency or equitable relief is required to enforce the terms of this Agreement and specifically the performance of the obligations undertaken by Installation Center hereunder, ROUSH may bring an action against Installation Center in any court of competent jurisdiction in order to obtain prompt and effective relief. Any remedy granted by such court shall be in addition to such other remedies as ROUSH may have hereunder. The Parties agree that should any legal action be necessary to enforce

the terms of this Agreement, the prevailing Party of such action shall be entitled to reasonable attorneys' fees and costs of suit incurred therein.

15.09 Entire Agreement. This Agreement, together with the attached Exhibit A as well as the ROUSH Instructions that are made a part hereof by reference, is the entire agreement between the Parties, and supersedes any prior negotiations, agreements, representations or any understandings between the Parties or their predecessors or affiliates with respect to the subject matter hereof. Except as may be provided otherwise in this Agreement, no modification or amendment of this Agreement shall be binding unless made in writing and signed by authorized representatives of both Installation Center and ROUSH; provided, however, that ROUSH may in its sole discretion at any time, with or without notice to Installation Center, modify or amend any Exhibit to this Agreement without securing Installation Center's approval or signature. Unless stated otherwise in this Agreement, if an Exhibit is amended or modified, ROUSH shall provide a copy of the amended Exhibit to Installation Center upon request.

15.10 Counterparts. This Agreement may be signed by facsimile or electronic copy and such signed facsimile or electronic copy as faxed or sent electronically to the other Party hereto shall be deemed a binding original.

15.11 Headings. All headings in this Agreement are for convenience only and are not intended to effect the meaning or interpretation of this Agreement or any Section, paragraph or subparagraph hereof.

15.12. Construction. Each Party agrees this Agreement and the Exhibits shall not be deemed drafted exclusively by one Party and shall not be construed against either Party.

16. Alternative Dispute Resolution

16.01 Except as provided in Section 15.08, any and all disputes of whatever nature arising between the Parties to this Agreement, including disputes arising out of or relating to this Agreement, or the underlying business relationship, including termination thereof and including statutory claims, and which are not resolved between the Parties themselves, shall be submitted to binding arbitration consistent with the provisions of the United States Arbitration Act (9 U.S.C. § 1 et seq.). The Parties agree that the dispute resolution process outlined in this Section, which includes binding arbitration, shall be the exclusive mechanism for resolving any dispute, controversy or claim among the Parties. Specifically, the Parties agree to resolve all such disputes arising during the term of this Agreement and thereafter through binding Arbitration conducted in accordance with the commercial rules and procedures of the American Arbitration Association ("AAA"), with arbitration hearings to be held in Livonia, Michigan. All disputes shall be submitted to arbitration hereunder within one year from the date the dispute arose or shall be forever barred. All Arbitration awards are binding and non-appeasable, except as otherwise provided in the United States Arbitration Act. Judgment upon any such award may be entered and enforced in any court of competent jurisdiction. The Parties agree that the prevailing Party of any arbitration proceeding shall be entitled to reasonable attorneys' fees and costs of incurred therein.

16.02 Any and all disputes among the Parties shall be arbitrated on a single case-by-case basis. The Parties agree that no disputes, claims or actions shall be resolved on a consolidated or class basis. Because the Parties have agreed to arbitrate all claims, no Party to this Agreement may serve as a class representative or participate as a class member in any putative class action against any Party entitled to compel arbitration under this Agreement.

IN WITNESS WHEREOF, each Party's authorized representative signed this Agreement on the dates identified below.

"Installation Center"

By: _____
Authorized Representative's Signature

Authorized Representative's Printed Name

Authorized Representative's Printed Title

Date: _____

ROUSH CLEANTECH LLC ("ROUSH")

By: _____
Authorized Representative's Signature

Authorized Representative's Printed Name

Authorized Representative's Printed Title

Date: _____ ("Effective Date")

EXHIBIT A

ROUSH CLEANTECH STANDARD SALE TERMS [Rev.Date:12.2011]

Applicable to all sales by Roush CleanTech, LLC ("Roush") of for the sale of ROUSH Clean Tech Liquid Propane Autogas Injection Systems, components or parts therefor (hereinafter the foregoing individually and collectively called "Product").

1. GENERAL. Roush's offer to sell Product identified on a Roush CleanTech Order Confirmation Form ("Order Confirmation") and corresponding invoice and your agreement, as the buyer ("Buyer"), to purchase from Roush the Product identified on an Order Confirmation, is solely conditioned upon these "ROUSH CleanTech Standard Sale Terms" (hereinafter each "Order Confirmation" signed and submitted by Buyer to Roush and these "ROUSH CleanTech Standard Sale Terms" individually and collectively called the "Contract"). Buyer shall only place orders using the Order Confirmation provided by Roush. Any additional or different terms or conditions proposed by Buyer on or accompanying Buyer's submitted Order Confirmation or any other form of authorization or acceptance issued by Buyer to Roush, be it written or verbal, is objected to by Roush without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Roush unless specifically agreed to in writing by Roush's authorized representative. For the avoidance of doubt, Buyer's purchase order number on an Order Confirmation shall not bind Roush to Buyer's purchase order terms and conditions. Buyer shall be deemed to have assented to all terms and conditions contained in this Contract if Buyer has signed Roush's Installation Center Agreement or Service Center Agreement, or Buyer has submitted an Order Confirmation to Roush and Roush accepts Buyer's Order Confirmation for Product, or Roush begins to ship Buyer's Product order identified in an accepted Order Confirmation, or Buyer accepts any part of the described Product so ordered on an accepted Order Confirmation.

2. PRICES; PRODUCT ORDERS. Roush reserves the right to change Product prices at any time, with or without notice, in Roush's sole discretion. However, if Roush's authorized representative issues a signed, written quote to Buyer that states a fixed price for Product which is firm for a stated time period and a copy of such quote accompanies each Buyer Order Confirmation for Product, Roush shall honor the quoted fixed pricing for the defined time period. Roush shall only accept Product orders placed using the Order Confirmation (that must include Buyer's purchase order number) and that is transmitted to Roush by facsimile or electronic transmission (email) as follows: **Buyer's signed Order Confirmations may be sent to Roush by Facsimile at 734.779-7700, or scanned and emailed to Roush at propane@roush.com.**

3. DELIVERY. Shipping and delivery dates are approximate and are based upon prompt receipt of all necessary information from the Buyer. Roush shall not be liable to Buyer or Buyer's customer for delays in or failure to manufacture, ship, or deliver Product due to causes beyond Roush's reasonable control including, without limitation, acts of God, acts of the Buyer, acts of civil or military authority, terrorist attacks, Governmental priorities, fires, strikes or other labor disturbances, floods, epidemics, quarantine restrictions, war, riot, delays in transportation or inability to obtain necessary labor, materials, components, services, manufacturing facilities, or any other commercial impracticability. In the event of any such delay, the date of shipment, delivery or performance by Roush shall be extended for a period equal to the time lost because of the delay. In the event of a Product shortage, Roush shall have the right to allocate its available Product among its customers in such a manner, as Roush shall consider equitable.

4. SHIPMENT; TITLE AND RISK OF LOSS. Except as may be provided otherwise in this Contract or Order Confirmation, all Product orders include the cost of shipping, which is separately reflected on the Order Confirmation form. All Products will be shipped F.O.B. Roush's facility. For the avoidance of doubt, title to and risk of loss will transfer to Buyer when the Product is delivered to the carrier at Roush's facility.

5. NO RETURNS; PRODUCT BACKORDERS; CANCELING BACKORDERS (a) All Product orders are final and cannot be returned. (b) Roush will ship any Product backorder as soon as they are available. (c) If Buyer wishes to cancel any Product backorder it must do so before the Product order ships by contacting Roush's Customer Service Department in writing by **facsimile at 734.779-7700**, or by **email to Roush at propane@roush.com**, the writing must include Buyer's purchase order number written on the original Order Confirmation.

6. TAXES. Roush's prices do not include sales, use, excise, or similar taxes. In addition, Buyer shall pay as part of the Product purchase price any present or future sales, use, excise, value-added, or other similar tax applicable to the manufacture, sale, price, delivery, or use of the Product sold, unless Buyer provides to Roush a tax-exemption certificate acceptable to the taxing authorities.

7. PAYMENT; DELINQUENT ACCOUNTS. Any order for Product by Buyer shall constitute a representation and warranty that Buyer is solvent. Upon Roush's request, Buyer shall furnish a written representation concerning its solvency at any time before shipment. (a) Buyer must pay all Roush invoices within 30 days of Roush's invoice date. Any Roush invoice that is not paid within 30 days of the invoice date shall be deemed delinquent and subject to Paragraph 7(b) herein. Roush reserves the right at any time and for any reason to (i) discontinue Buyer's open account status on any account that Roush deems, in its sole determination, not credit worthy, and/or (ii) to impose payment terms on Buyer that are different from those identified in this paragraph. (b) If Buyer's account is delinquent, it will be subject to a finance charge of 1.5% per month (18% annual percentage rate) applied to all past due balances from the date such delinquency arose on each such balance. (c) If Roush uses a collection agency, attorney or both (hereinafter individually and collectively called "Collection Activities") to recover any outstanding balance from Buyer, Buyer shall reimburse Roush for all Collection Activities costs and expenses Roush incurs.

8. WARRANTY. (a) Each Product comes with a limited express warranty. ROUSH warrants Product in accordance with the applicable limited express warranty that may accompany Product, or be found on ROUSH's sales literature for the Product, or the Roushcleantech.com website. ROUSH reserves the right to modify the limited express warranty for any Product at any time and from time to time without prior notice to Buyer. ROUSH'S LIMITED EXPRESS WARRANTY FOR PRODUCT IS IN LIEU OF AND TO THE EXCEPTION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST CLAIMS OF INFRINGEMENT, AND ANY OTHER OBLIGATION ON THE PART OF ROUSH WITH RESPECT TO THE PRODUCT SOLD TO BUYER HEREUNDER: ALL WARRANTIES ARE EXTENDED ONLY TO BUYER'S CUSTOMER. BUYER HAS THE RIGHT TO PASS THE ROUSH LIMITED EXPRESS WARRANTIES TO BUYER'S CUSTOMERS. BUYER IS NOT AUTHORIZED TO BIND ROUSH TO ANY OTHER WARRANTY FOR PRODUCT. ANY EXPANSION OF ANY PRODUCT WARRANTY BY BUYER OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT. BUYER AGREES IT SHALL NOT, AND IT SHALL CAUSE ITS EMPLOYEES, REPRESENTATIVES AND AGENTS NOT TO, MAKE OR EXPAND UPON ROUSH PRODUCT REPRESENTATIONS AND WARRANTIES TO END CUSTOMERS. (b) In any event and notwithstanding anything in this Contract to the contrary, Roush's liability under any warranty for the Product will be discharged in the manner identified under such warranty or warranties and within the defined warranty period for the Product. (c) Buyer agrees that any and all dated warranties extended by Roush to Buyer's customer will immediately terminate, regardless of anything in this Contract or any Product warranty to the contrary, if the Product is improperly serviced or repaired by Buyer or its customer, or the Product is altered or modified by Buyer or its customer after installation, including as part of any service or repair, without the prior written authorization of Roush.

10. LIMITATIONS OF LIABILITY. (a) Except as otherwise provided for in this Contract in no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability), or otherwise, shall (i)

Roush be liable to Buyer or Buyer's Customer for any special, direct, consequential, incidental or punitive damages including, but not limited to, loss of profit or revenues; damage, or loss of use of the Product or any associated equipment, systems, devices, cost of capital; cost of substitute goods; recall costs; claims of Buyer or Buyer's Customers for such damages that were in any way derived or resulted from Buyer's or Buyer's Customers' purchase, installation, alteration, modification, service, or repair of the Product; (ii) Roush's total liability to Buyer for any and all loss or damage arising out of or resulting from this Contract, or from its performance or breach, or from the Product furnished hereunder ever exceed the actual price paid for the Product which gives rise to the lawsuit, complaint, or claim. Roush's liability, if any, shall immediately terminate upon the expiration of the applicable warranty period for the Product. (b) In addition to Buyer's indemnification obligation identified in Paragraph 9 above, Buyer shall also defend, indemnify and hold Roush harmless from, against and without limitation for any and all liability, claims, demands, damages, cost and expenses (including attorney's fees and costs), arising out of or relating to without limitation: (i) Buyer's misrepresentation of the Product, or Buyer's overstatement or expansion of the Product limited warranty to Buyer's Customers; (ii) items contained in subparagraphs 10(a) herein; or (iii) Buyer's breach of any obligation, representation or warranty under Paragraph 7, 8, 12, 13 or 14 of this Contract. The invalidity, in whole or in part, of this Paragraph 10 or any subparagraph herein shall not affect the remainder of this Paragraph 10 or any subparagraph herein.

11. JURISDICTION; ASSIGNMENT; ENTIRE AGREEMENT; WAIVER.

(a) Any dispute, controversy, claim arising under or related to this Contract, including its interpretation, shall be governed and construed in accordance with the laws of the State of Michigan, without regard to principles of conflicts of laws. The state and federal courts in the State of Michigan shall have exclusive jurisdiction and venue over the subject matter hereof. The U.N. Convention for the International Sale of Goods is expressly excluded. (b) Buyer cannot assign this Contract without the prior express written permission of Roush. (c) The parties agree that this Contract constitutes the entire and only agreement between them respecting the subject matter hereof, and any representation, affirmation of fact, course of prior dealings, promise, or condition in connection therewith, or usage of the trade not incorporated herein, shall not be binding on either Party. (d) No waiver, alteration, or modification of any of the provisions of this Contract shall be binding upon Roush unless it is made in writing and signed by Roush's authorized representative.

14. REPRESENTATIONS. Buyer represents and warrants that it shall provide the applicable Roush Limited Express Warranty for the Product to each of Buyer's Customer and, as applicable the Warranty Registration Card, if any, accompanying the Product. Buyer further represents and warrants that the person signing the Order Confirmation form that comprises this Contract is Buyer's authorized representative and has the authority to enter this Contract with Roush for the purchase of Product identified on the Order Confirmation.