

BUYER'S GENERAL PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance and Complete Agreement.

Seller agrees to provide to R.C. Tway Company, LLC d/b/a Kentucky Trailer, for itself and its subsidiaries (hereinafter referred to individually and collectively as "Buyer") the services ("Services") and/or goods ("Goods"), described in any properly issued and accepted purchase order between Buyer and Seller ("Purchase Order"), in accordance with Buyer's General Purchase Order Terms and Conditions (hereafter referred to as "Buyer's T&C"). Upon acceptance of a Purchase Order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of Buyer's T&C, including all provisions set forth on the face of any applicable Purchase Order, whether Seller acknowledges or otherwise signs Buyer's T&C or the Purchase Order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services. This writing does not constitute a firm offer, and may be revoked at any time prior to acceptance. Buyer's T&C may not be added to, modified, superseded, or otherwise altered, unless expressly agreed to in writing and duly executed by an authorized representative of Buyer. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that Buyer's T&C might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. Buyer's T&C constitutes the entire agreement and understanding between Buyer and Seller with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, regarding the subject matter of Buyer's T&C.

2. Packing, Shipping, and Delivery.

- a. All goods shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such goods and of the applicable Purchase Order and in a manner which, unless otherwise agreed, will permit the securing of the lowest transportation rates. All shipments to be forwarded on one day via one route shall be consolidated and shipped to protect the lowest transportation charge. Seller shall route shipments in accordance with Buyer's T&C. Unless otherwise provided in the applicable Purchase Order, no charge shall be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, or storage. Each packing slip, bill of lading and invoice shall bear the applicable Purchase Order number. A numbered master packing slip shall accompany each shipment.
- b. Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable and agreed upon Delivery Date. Seller shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours (including night shift, overtime, holiday work, without additional cost to Buyer) as may be required to assure timely delivery and performance. Seller must immediately notify Buyer if Seller is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Seller, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Buyer or due to failure of Seller to comply with Buyer's T&C, unless otherwise noted. Shipping costs for Goods on back order shall be paid

only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Buyer reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule, unless prior permission has been granted in writing by Buyer.

- c. Without limiting Buyer's rights and remedies at law or in equity, Buyer reserves the right to charge Seller for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Seller's failure to deliver conforming Goods or Services or other breach of Buyer's T&C, including without limitation, expenses incurred in connection with Buyer's purchase of substitute goods, incidental damages and consequential damages resulting from Seller's failure or breach.
- d. Seller shall provide all applicable material safety data sheets to Buyer.

3. Price

Prices for the Goods and/or Services will be set out in the applicable Purchase Order. No price increases shall be allowed without at least ninety (90) days written notice and prior written approval of Buyer. Seller will issue all invoices on a timely basis. All invoices delivered by Seller must meet Buyer's requirements and at a minimum shall reference the applicable Purchase Order. Buyer will pay the undisputed portion of properly rendered invoices thirty-five (35) days from the invoice date. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of Buyer's T&C nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein. No charges will be allowed for packing, crating, freight, freight surcharges, shipping, shipping insurance, taxes, expedited delivery, or cartage, except as expressly provided in any applicable Purchase Order.

4. Inspection; Acceptance and Rejection.

- a. All Goods furnished under the applicable Purchase Order will be subject to Buyer's final inspection and approval at Buyer's premises within a reasonable time after delivery, irrespective of payment date. Upon such inspection Buyer shall either accept the Goods or Services or reject them. Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Buyer shall have the right to reject any Goods or Services that are not in conformance with the specifications of the applicable Purchase Order or any term of Buyer's T&C. Transfer of title to Buyer of Goods shall not constitute Buyer's acceptance of those Goods. Buyer shall provide Seller notice of any Goods or Services that are rejected, together with the reasons for such rejection. Buyer's inspection, testing, or acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Seller's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, acceptance and use of the Goods or Services.
- b. Buyer shall be entitled to return rejected Goods to Seller at Seller's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer to Seller for the

rejected Goods; or (ii) replacement Goods to be received within the time period specified by Buyer. Title to rejected Goods that are returned to Seller shall transfer to Seller upon such delivery and such Goods shall not be replaced by Seller except upon written instructions from Buyer. Seller shall not deliver Goods that were previously rejected on grounds of non-compliance with Buyer's T&C, unless delivery of such Goods is approved in advance by Buyer, and is accompanied by a written disclosure of Buyer's prior rejection(s). Buyer reserves the right to have a representative (either Buyer's personnel or contracted personnel) in Seller's facilities to inspect any material covered by the applicable Purchase Order at any reasonable time from the start of manufacturing until final shipment of conforming Goods.

5. Changes and Discrepancies.

Any discrepancies, omissions or lack of clarity in drawings, specifications, or Purchase Orders, must be referred to the Buyer for written interpretation before the applicable Purchase Order is processed. Buyer shall have the right at any time before completion of the Purchase Order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a Purchase Order change notice and issued and signed by Buyer.

6. Cancellation.

Time is of the essence as to any Purchase Order between Buyer and Seller. Buyer reserves the right to cancel any such Purchase Order, or any portion of such Purchase Order, without liability, if; (1) delivery is not made when and as specified; (b) Seller fails to meet contract commitments as to exact time, price, quality or quantity; (c) Seller ceases to conduct its operation in the normal course of business; (d) Seller is unable to meet its obligations as they mature; (e) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Seller; or (g) any assignment is made by Seller for the benefit of creditors. Buyer also reserves the right to cancel a Purchase Order for any other reason permitted by the Uniform Commercial Code then in effect in the state where Buyer entered into the applicable Purchase Order.

7. Invoice and Payment

Unless otherwise specified in the Purchase Order, payment terms will be Net 35. All quotes and amounts paid under the Purchase Order shall be in U.S. Dollars. Seller shall bear the risk of fluctuation in foreign exchange rate. Buyer shall have no obligation to pay any amount prior to Buyer's receipt of a correct and proper invoice for such amount prepared in accordance with the Purchase Order. Except as expressly provided in the Purchase Order, payment shall not be due until final acceptance by Buyer. Buyer shall have the right to reduce and set off against amounts payable under the Purchase Order any indebtedness or other claim which Buyer may have against Seller, however and whenever arising. No invoice shall be issued prior to shipment of Goods or provision of Services and no payment shall be made prior to receipt of the Goods or completion of the Services, as applicable, and delivery of a correct invoice.

8. Warranties

By furnishing Goods and/or Services under the Purchase Order, Seller warrants that the Goods and Services furnished will be free from defects in materials and workmanship and safe to use, consume or

dispose of, be merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples will be fit for the ordinary purposes for which such Goods and Services are used; will be adequately contained, packaged, and labeled; will conform to the terms of the Purchase Order, and will be fit for the Buyer's intended use provided the Seller has reason to know of such use; and that Seller will convey good title to the Goods, free and clear of all liens, claims, and encumbrances. These warranties shall survive acceptance of the Goods and Services and are in addition to any warranties of additional scope given to Buyer by Seller. No implied warranties by Seller are excluded or disclaimed.

9. Compliance with Laws

Seller represents and warrants that, in the production and sale of Goods to be delivered pursuant hereto, and in the provision of Services hereunder, Seller has complied with all applicable federal, state, and municipal laws and regulations, including, without limitation, (a) all such laws and regulations pertaining to health, safety and environmental standards, (b) all such laws and regulations pertaining to design, manufacture, testing, labeling, and transportation of such Goods, and (c) all such laws and regulations pertaining to affirmative action, nondiscrimination, and equal opportunity, including without limitation, the requirements of the Fair Labor Standards Act of 1938, as amended, and the rules and regulations of the Secretary of Labor issued pursuant to Executive Order Number 11246 of September 24, 1965.

10. Patent Indemnity

Seller, at its expense, shall protect, defend and indemnify Buyer, Buyer's customers, and the users of Buyer's Goods (the "Indemnified Parties") against all claims and proceedings alleging infringement of any United States or foreign patent by any Goods delivered under this Purchase Order, and Seller shall hold the Indemnified Parties harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller's obligation shall not apply to Goods manufactured pursuant to detailed designs furnished by Buyer nor to any infringement arising from the use or sale of Goods in combination with Goods not delivered by Seller if such infringement would not have occurred from the use or sale of such Goods solely for the purpose for which they were designed or sold to Buyer.

11. General Indemnity

Seller, at its expense, shall indemnify Buyer and save Buyer harmless from any and all liability, demands, causes of action or claims, whether well founded or otherwise, including the cost of defending the same, for bodily injury to any person or damage to property, either real or personal, of any person whomsoever in any way arising out of, in the course of, or in connection with the Goods or Services purchased hereunder or the operations of the Seller in carrying out the provisions and terms of this Agreement.

12. Insurance

Seller shall be covered by policies of insurance in forms and amounts as will protect the Indemnified Parties from any Loss which may result, in any way, from any act or omission of Seller, its agents, employees, or subcontractors, and from any claims under applicable worker' compensation laws or regulations and as otherwise satisfactory to Buyer. Seller shall provide certificates of insurance and endorsements to Buyer evidencing that all insurance coverage required by Buyer is in full force and effect. All insurance obligations of Seller are in addition to Seller's obligations of indemnity and shall not be construed as limiting Seller's indemnity obligations to the amount of the insurance coverage.

13. Force Majeure

Seller shall not be liable for any delay or failure to deliver any or all of the Goods covered by the applicable Purchase Order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm or any act of God, delays of common carriers, embargoes, or other causes beyond the reasonable control of Seller which prevents Seller from delivering or Buyer from receiving any of the Goods and Services covered by the Purchase Order, provided Seller promptly informs Buyer of the cause of the excusable delay and the estimated time of the delay, in writing, and subject to Buyer's right of termination under the Purchase Order and Buyer's T&C. If Buyer does not elect to terminate, the Goods or Services will be promptly delivered when the cause is removed. If the cause for delay is a failure of a part of Seller's production facilities or a source of supply for Seller, Seller must apportion available production or supplies to provide Goods and Services required hereunder to Buyer on an equitable basis, and Seller must use good faith efforts to obtain an alternative source of supply.

14. Assignment

Seller shall not assign, transfer, or subcontract the applicable Purchase Order or any right or obligation set forth in the Purchase Order without the prior written consent of Buyer, which may be withheld for any reason. Any unauthorized assignment, transfer, or subcontract shall be void and ineffective. Seller further agrees that all Goods and Services furnished under the Purchase Order by any subcontractor shall be furnished pursuant to and in compliance with all terms of the Purchase Order. Seller shall take all actions necessary to assure that any such subcontractor complies with the terms of the Purchase Order and that Seller shall be responsible to Buyer for said compliance of all Goods and Services furnished by subcontractors as if said compliance of Goods and Services had been furnished by Seller. Unless legally required to do so, Buyer shall not be obligated to accept performance of the Purchase Order from any other party, including the Seller as a debtor in any case under Title 11 of the United States Code.

15. Governing Law

The applicable Purchase Order shall be interpreted and enforced in accordance with the laws of the state in which Buyer maintains its principal place of business (the "Governing State") regardless of any principles of conflicts of laws of any jurisdiction and regardless of whether Goods are being sold, leased, or licensed, or whether Services are being performed. Seller and Buyer agree that both parties have all of the rights, duties, and remedies available under the Uniform Commercial Code as adopted in the Governing State. Any disputes arising under, or in connection with the applicable Purchase Order will be subject to the exclusive jurisdiction of the courts located in the Governing State.

16. Limited Liability

Buyer shall not be liable to Seller for any special, incidental, punitive, exemplary, consequential damages, or lost profits arising out of or related, in whole or in part, to the Goods and Services furnished under the Purchase Order. This exclusion shall apply regardless of whether the liability arises in tort or contract, at law or in equity.

17. Waiver

Unless otherwise stated in the Purchase Order, the parties recognize, acknowledge, and agree that failure by either party to enforce any term of the Purchase Order and Buyer's T&C shall not constitute a waiver of any rights or deprive either party of the rights to insist thereafter upon strict adherence to that or any other term of the Purchase Order and Buyer's T&C, nor shall a waiver of any breach of the Purchase Order and Buyer's T&C constitute a waiver of any preceding breach. No waiver of any of the provisions of the Purchase Order and Buyer's T&C, unless expressly stated otherwise in the Purchase Order, shall be valid and binding unless it is in writing and signed by the party against whom it is sought to be enforced.

18. Property Furnished to Seller (Tooling)

All special dies, molds, patterns, jigs, fixtures, documents, plans, drawings, specifications, computer programs, records, files, Confidential Information as defined below, and any other property, including any intellectual property therein, including patent, copyright, trademark, and trade secrets, which Buyer furnishes to Seller or specifically pays for, for use in the performance of a Purchase Order or otherwise, shall be and remain the sole and exclusive property of Buyer, shall be subject to immediate removal, destruction, or return upon Buyer's instruction, shall be for Buyer's exclusive use, shall be held at Seller's risk, and shall be kept insured at Seller's expense while in custody or control in an amount equal to replacement cost, with Buyer named as an additional insured and as loss payee under insurance policies written by insurance companies acceptable to Buyer in Buyer's sole judgment. Seller will timely furnish copies of policies or certificates of insurance to Buyer upon Buyer's request.

19. Severability

The applicable Purchase Order and Buyer's T&C shall be enforceable to the fullest extent allowed by law. If any provision of a Purchase Order or Buyer's T&C shall be deemed to be invalid, unlawful, illegal, void, or inoperative, for any reason, such provision shall be struck from the Purchase Order or Buyer's T&C and otherwise the Purchase Order and Buyer's T&C shall continue in full force and effect.

20. Title and Risk of Loss

Regardless of F.O.B. terms, title to and risk of loss of the Goods under the applicable Purchase Order shall not pass to Buyer until Buyer's receipt and acceptance of the Goods. Any damage to Goods caused during transit shall be repaired or replaced at Seller's sole cost and expense.

21. Survival

The parties' obligations under the applicable Purchase Order and Buyer's T&C which, by their nature would continue beyond the termination or cancellation of the applicable Purchase Order, shall survive termination or cancellation of the applicable Purchase Order.

22. Independent Contractors

Seller will perform its obligations under the Purchase Order and Buyer's T&C as an independent contractor and in no way will Seller or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Buyer. Seller and its employees will have no authority to represent Buyer or its affiliates or

bind Buyer or its affiliates in any way, and neither Seller nor its employees will hold themselves out as having authority to act for Buyer or its affiliates.

23. Confidentiality and Non-Disclosure

Seller acknowledges and agrees that in the course of performing work described in any applicable Purchase Order and otherwise, Seller may become exposed to proprietary, confidential, sensitive, non-public, or trade secret information concerning the business and operations of Buyer (collectively, "Confidential Information"). Seller shall hold Confidential Information in strict confidence and shall not directly or indirectly disclose Confidential Information during the term of the Purchase Order or thereafter to any third party or make use of Confidential Information except as required in performance of the work described in the Purchase Order or as required by order of any court or body or agency of competent jurisdiction, provided however, that Seller shall give Buyer prior written notice of any such disclosure and shall cooperate with Buyer if Buyer seeks a protective order or similar protection as Buyer may deem appropriate to preserve the confidential nature of such information. Seller agrees that any breach of this Section 23 will cause Buyer substantial and irrevocable damage, and therefore, in the event of any such breach, in addition to any other remedies which may be available, Buyer shall have the right to specific performance and injunctive relief, as well as reasonable attorney's fees and costs for enforcing this Section 23. Seller agrees to take all necessary steps to ensure that all of its employees and subcontractors who are engaged in performance of the work described in the Purchase Order are aware of this Section and fully comply with the restrictions set forth herein. The restrictions contained in this Section are necessary for the protection of the business and the goodwill of Buyer and are considered by Seller to be reasonable for such purposes.

24. Alleghany Corporation Code of Conduct

Alleghany Corporation and Buyer, its subsidiary (collectively, the "Alleghany Parties"), both share a long-standing commitment to high ethical standards and compliance with all applicable laws and regulations that govern their businesses. Accordingly, the Alleghany Parties strive to conduct business with business partners who share their commitment to high ethical standards and conduct business in an ethical, legal and responsible manner. Alleghany's Code of Business Conduct and Ethics for Our Business Partners (the "Code"), a copy of which can be found at www.alleghany.com, sets out the Alleghany Parties' expectations for their business partners regarding business ethics and codes of conduct when interacting with the Alleghany Parties and such Code is hereby incorporated into Buyer's T&C by this reference.