

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS:

In re:
J.L. French LLC

Case Number:
09-12449 (KG)

Schedule/Claim ID s1927

Amount/Classification
\$148,055.04 Unsecured

NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor and Address: the person or other entity to who the debtor owes money or property

 18533730005417
INA USA CORPORATION
308 SPRINGHILL FARM RD
~~PLANT 6~~
FORT HILL, SC 29715

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number *(603) 544-4969*

Name and address where payment should be sent (if different from above):

As above

RECEIVED

SEP 09 2009

Check this box to indicate that this claim amends a previously filed claim.

Claim Number (see reverse):

Payment Telephone Number *(603) 544-4969*

BMC GROUP

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 148,055.04

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM:

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

3a. Debtor may have scheduled account as:

4. SECURED CLAIM (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Secured Claim Amount: \$ _____

DO NOT include the priority portion of your claim here.

Unsecured Claim Amount: \$ _____

Nature of property or right of setoff:

Real Estate Motor Vehicle Other _____

Amount of arrearage and other charges at time case filed included in secured claim,

Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____

5. PRIORITY CLAIM

Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Unsecured Priority Claim Amount: \$ _____

Include **ONLY** the priority portion of your unsecured claim here.

You MUST specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
- Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

- Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).

* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.)

If the documents are not available, please explain.

DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on September 10, 2009 for Non-Governmental Claimants OR on or before January 11, 2010 for Governmental Units.

THIS SPACE FOR COURT USE ONLY

BY MAIL TO:
J.L. French Automotive Castings, Inc.
Attn: BMC Group, Claims Processing
PO Box 3020
Chanhasen, MN 55317-3020

BY HAND OR OVERNIGHT DELIVERY TO:
J.L. French Automotive Castings, Inc.
Attn: BMC Group, Claims Processing
18750 Lake Drive East
Chanhasen, MN 55317

JL French Auto Castings



00157

DATE

9-4-09

SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

<p>Court, Name of Debtor, and Case Number: Fill in the name of the federal judicial district where the bankruptcy case was filed, the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="text-align: left;">Debtor Name</th> <th style="text-align: left;">Case No</th> </tr> </thead> <tbody> <tr> <td>J.L. French Automotive Castings, Inc.</td> <td>09-12445 (KG)</td> </tr> <tr> <td>French Holdings LLC</td> <td>09-12446 (KG)</td> </tr> <tr> <td>Nelson Metal Products LLC</td> <td>09-12447 (KG)</td> </tr> <tr> <td>Allotech International LLC</td> <td>09-12448 (KG)</td> </tr> <tr> <td>J.L. French LLC</td> <td>09-12449 (KG)</td> </tr> <tr> <td>J.L. French Automotive, LLC</td> <td>09-12450 (KG)</td> </tr> <tr> <td>Central Die, LLC</td> <td>09-12451 (KG)</td> </tr> </tbody> </table> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p>3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p> <p>4. Classification of Claim</p> <p>Unsecured Nonpriority Claim: If your claim is an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim" (See DEFINITIONS, below), check the appropriate box in this section. If your claim is partly secured and partly unsecured, state here only the amount that is unsecured. If part of your claim is entitled to priority, state here the amount not entitled to priority.</p>	Debtor Name	Case No	J.L. French Automotive Castings, Inc.	09-12445 (KG)	French Holdings LLC	09-12446 (KG)	Nelson Metal Products LLC	09-12447 (KG)	Allotech International LLC	09-12448 (KG)	J.L. French LLC	09-12449 (KG)	J.L. French Automotive, LLC	09-12450 (KG)	Central Die, LLC	09-12451 (KG)	<p>Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien</p> <p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p>6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>7. Supporting Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.</p> <p>Date-Stamped Copy and Signature: The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p> <p>Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.</p> <p><i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i></p> <p>Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."</p>
Debtor Name	Case No																
J.L. French Automotive Castings, Inc.	09-12445 (KG)																
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DEFINITIONS

DEBTOR
A debtor is the person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

CREDITOR
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

INFORMATION

document showing that the lien has been filed or recorded.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com



SCHAEFFLER GROUP USA, INC.

308 Springhill Farm Road • Fort Mill, S.C. 29715 • Telephone (803) 548-8500 • Fax (803) 547-7989

Delivery Address

JL FRENCH AUTOMOTIVE CASTINGS, INC.
SHIPPING & DISTRIBUTION WAREHOUSE
4464 GATEWAY DRIVE
SHEBOYGAN
WI 53081

Please Reference

INVOICE

Document no. Date

142391 Jun 01, 2009

Customer Number

258893

COPY

Invoice Address

JL French Automotive Castings, Inc.
3101 S. Taylor Dr.
Sheboygan
WI 53081--8424

Please Remit To:

Schaeffler Group USA, Inc.
15290 Collections Center Drive,
Chicago, IL 60693

Payment Terms

Net 45 days

Delivery Terms

FOB/shipping point

Currency

USD

ASN/SID 91674467

Position Number Part Number Var. Number	Customer Part Number INA Part Description INA Variation Description	Quantity	Price	PC	Amount
Delivery Note	91674467 Shipped via Ground				
Order 213015	Cust.Ref.: P119334			VOM	01062009
001 063-560-992	6L3E6C348AA F-553302.03.BSRA 90X22.6X26.4 Release: 0020	10368	2.52	0	26127.36
	TOTAL PRODUCT				26127.36
	TOTAL INVOICE AMOUNT				<u>26127.36</u>

PLEASE ENCLOSE ALL DEBIT DEDUCTION DOCUMENTS WITH YOUR REMITTANCES.

PC = Price Code

0 = Price Per 1 Piece

1 = Price Per 10 Pieces

2 = Price Per 100 Pieces

3 = Price Per 1,000 Pieces

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND REGULATIONS AND ORDERS OF THE UNITED STATES DEPT. OF LABOR ISSUED UNDER SECTION 14 THEREOF.

SCHAEFFLER GROUP USA, INC.
TERMS AND CONDITIONS OF SALE

Payment and Security Terms. Buyer agrees to pay all invoices issued within thirty (30) days from the date of invoice. Schaeffler reserves the right to change such terms at any time, either for the class of trade generally or, with cause, for Buyer alone. Schaeffler shall have the right at any time to demand cash payment on or before shipment in any instance in which Schaeffler determines that Buyer's credit is less than satisfactory, or for other good cause.

Buyer hereby grants and Schaeffler reserves a purchase money security interest in the goods purchased under this Invoice, and in any proceeds of the goods, for the amount of the purchase price. Upon Schaeffler's request, Buyer shall sign any document required to perfect such security interest. Buyer's full payment of the purchase price of the goods purchased under this Invoice shall release Schaeffler's security interest.

Shipment Terms. Shipment is F.O.B. shipping point and includes no cartage, insurance charges, or taxes, unless Schaeffler decides, in its sole discretion, to use its own transportation equipment.

Risk of Loss. The risk of loss of the goods passed to Buyer upon loading of the goods into transportation equipment at the shipping point unless transportation was provided by Schaeffler's equipment.

Cancellation. In the event Buyer desires to cancel an order accepted by Schaeffler, Buyer shall provide a written explanation to Schaeffler, and the terms of cancellation shall then be subject to negotiation. However, Schaeffler in no event waives any remedies available to it under applicable law.

Patents. Schaeffler reserves the right to discontinue shipment of any goods, the manufacture, sale, or use of which in its opinion would involve patent infringement. This Invoice in no way provides Buyer with any license, express or implied, to practice or use any patented inventions or discoveries owned by Schaeffler. Schaeffler agrees to hold harmless and protect Buyer against all loss or damages in lawsuits arising from actual or alleged patent infringement by Schaeffler's products, providing Buyer promptly notifies Schaeffler in writing of any such claim and gives Schaeffler sole control of the defense of the claim and all related settlement negotiation.

Special Orders. In the case of orders for non-catalog goods, Buyer agrees to accept ten (10) percent more or less than the amount ordered.

Limited Warranty. Schaeffler warrants only that the goods sold under this Invoice will conform to Schaeffler's published specifications and will be free from defects in material or workmanship. If Buyer is purchasing non-catalog goods, Schaeffler warrants only that the goods will conform to the specifications mutually approved by the parties for the specific applications disclosed to Schaeffler and will be free from defects in material and workmanship. There are no other express warranties other than those contained in this Invoice, and all representations or affirmations were made for illustrative purposes only.

Schaeffler makes no warranty of merchantability of the goods sold under this Invoice, and Schaeffler makes no warranty that the goods sold under this Invoice are fit for any particular purpose.

Acceptance, Rejection and Revocation. Goods shall be deemed to have been accepted and Buyer's right to reject nonconforming goods shall expire five (5) business days after delivery of the goods. Buyer's right to revoke acceptance of nonconforming goods shall expire ninety (90) days after delivery of the goods. If Buyer rejects or revokes acceptance of any goods

tendered under this Invoice, or attempts to do so, Buyer must notify Schaeffler in writing fully specifying all claimed nonconformities. The failure to specify any nonconformity shall constitute a waiver of that nonconformity. No returns may be made and no credits will be granted without Schaeffler's prior written approval.

Notice of Breach of Warranty. After Buyer has accepted the goods and Buyer's right to revoke acceptance has expired, if Buyer discovers that the goods breach any warranty, Buyer must notify Schaeffler in writing of the breach of warranty within seven (7) days after discovery of the breach. The notice must specify the facts constituting the alleged breach and must be sent by certified mail to Schaeffler's address on the front of this Invoice. Schaeffler shall have a reasonable opportunity to investigate any alleged breach of warranty before Schaeffler has any obligation to take any remedial action.

Remedies of Buyer. Buyer's exclusive remedy, and Schaeffler's liability, for shipment of nonconforming goods or any breach of warranty are expressly limited, at Schaeffler's option, to either replacement of the nonconforming goods at the F.O.B. shipping point, or refund of the purchase price. Further, all defective or nonconforming goods must be returned to Schaeffler, charges prepaid, and with complete information as to service and maintenance. Schaeffler shall have no responsibility for goods which have been improperly maintained or subjected to abuse in operation or assembly. Schaeffler shall not be responsible for any corrosion if Buyer has not taken reasonable steps to prevent corrosion from occurring.

Limitation of Liability. *The remedies of Buyer set forth in these terms and conditions of sale are exclusive. Buyer assumes all risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. Schaeffler shall not in any case be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Such damages include, but are not limited to, loss or profits or revenue, loss of use of the goods, cost of capital, cost of any substitute goods, facilities or services, cost of any recall, or claims of customers or employees of Buyer for any such damages.*

Waiver. A waiver of and/or failure to perform any one or more of the conditions of these terms and conditions shall not constitute a waiver of or any excuse for nonperformance as to any other part of this or any other order.

Statute of Limitations. Any action for breach of these terms and conditions (including any breach of warranty) must be commenced within thirteen (13) months following delivery of the goods.

TERMS APPLICABLE ONLY TO U.S. GOVERNMENT CONTRACTS OR
SUBCONTRACTS

Compliance With Applicable Laws. Schaeffler shall comply with all federal, state and local laws and regulations applicable to its performance of its obligations in this transaction. If the goods covered by this Invoice are purchased for incorporation into products sold under a United States government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this transaction.

Invoice Form - Revised: Jan-2007



SCHAEFFLER GROUP USA, INC.

308 Springhill Farm Road • Fort Mill, S.C. 29715 • Telephone (803) 548-8500 • Fax (803) 547-7989

Delivery Address

JL FRENCH AUTOMOTIVE CASTINGS, INC.
SHIPPING & DISTRIBUTION WAREHOUSE
4464 GATEWAY DRIVE
SHEBOYGAN
WI 53081

Please Reference

INVOICE

Document no. Date

145114 Jun 08, 2009

Customer Number

258893

COPY

Invoice Address

JL French Automotive Castings, Inc.
3101 S. Taylor Dr.
Sheboygan
WI 53081--8424

Please Remit To:

Schaeffler Group USA, Inc.
15290 Collections Center Drive,
Chicago, IL 60693

Payment Terms

Net 45 days

Delivery Terms

FOB/shipping point

Currency

USD

ASN/SID 91680834

Position Number Part Number Var. Number	Customer Part Number INA Part Description INA Variation Description	Quantity	Price	PC	Amount
Delivery Note	91680834 Shipped via Ground				
Order 213015	Cust.Ref.: P119334			VOM	08062009
001 063-560-992	6L3E6C348AA F-553302.03.BSRA 90X22.6X26.4 Release: 0021	16128	2.52	0	40642.56
	TOTAL PRODUCT				40642.56
	TOTAL INVOICE AMOUNT				40642.56

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Patents. Schaeffler reserves the right to discontinue shipment of any goods, the manufacture, sale, or use of which in its opinion would involve patent infringement. This Invoice in no way provides Buyer with any license, express or implied, to practice or use any patented inventions or discoveries owned by Schaeffler. Schaeffler agrees to hold harmless and protect Buyer against all loss or damages in lawsuits arising from actual or alleged patent infringement by Schaeffler's products, providing Buyer promptly notifies Schaeffler in writing of any such claim and gives Schaeffler sole control of the defense of the claim and all related settlement negotiation.

Special Orders. In the case of orders for non-catalog goods, Buyer agrees to accept ten (10) percent more or less than the amount ordered.

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tendered under this Invoice, or attempts to do so, Buyer must notify Schaeffler in writing fully specifying all claimed nonconformities. The failure to specify any nonconformity shall constitute a waiver of that nonconformity. No returns may be made and no credits will be granted without Schaeffler's prior written approval.

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Limitation of Liability. *The remedies of Buyer set forth in these terms and conditions of sale are exclusive. Buyer assumes all risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. Schaeffler shall not in any case be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Such damages include, but are not limited to, loss or profits or revenue, loss of use of the goods, cost of capital, cost of any substitute goods, facilities or services, cost of any recall, or claims of customers or employees of Buyer for any such damages.*

Waiver. A waiver of and/or failure to perform any one or more of the conditions of these terms and conditions shall not constitute a waiver of or any excuse for nonperformance as to any other part of this or any other order.

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SCHAEFFLER GROUP USA, INC.

308 Springhill Farm Road • Fort Mill, S.C. 29715 • Telephone (803) 548-8500 • Fax (803) 547-7989

Delivery Address

JL FRENCH AUTOMOTIVE CASTINGS, INC.
SHIPPING & DISTRIBUTION WAREHOUSE
4464 GATEWAY DRIVE
SHEBOYGAN
WI 53081

Please Reference

INVOICE

Document no. Date

147650 Jun 15, 2009

Customer Number

258893

COPY

Invoice Address

JL French Automotive Castings, Inc.
3101 S. Taylor Dr.
Sheboygan
WI 53081--8424

Please Remit To:

Schaeffler Group USA, Inc.
15290 Collections Center Drive,
Chicago, IL 60693

Payment Terms

Net 45 days

Delivery Terms

FOB/shipping point

Currency

USD

ASN/SID 91687384

Position Number Part Number Var. Number	Customer Part Number INA Part Description INA Variation Description	Quantity	Price	PC	Amount
Delivery Note	91687384 Shipped via Ground				
Order 213015	Cust.Ref.: P119334		200906121000	VOM	12062009
001 063-560-992	6L3E6C348AA F-553302.03.BSRA 90X22.6X26.4 Release: 0022	17280	2.52	0	43545.60
	TOTAL PRODUCT				43545.60
	TOTAL INVOICE AMOUNT				43545.60

PLEASE ENCLOSE ALL DEBIT DEDUCTION DOCUMENTS WITH YOUR REMITTANCES.

PC = Price Code
0 = Price Per 1 Piece
1 = Price Per 10 Pieces

2 = Price Per 100 Pieces
3 = Price Per 1,000 Pieces

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND REGULATIONS AND ORDERS OF THE UNITED STATES DEPT. OF LABOR ISSUED UNDER SECTION 14 THEREOF.

SCHAEFFLER GROUP USA, INC.
TERMS AND CONDITIONS OF SALE

Payment and Security Terms. Buyer agrees to pay all invoices issued within thirty (30) days from the date of invoice. Schaeffler reserves the right to change such terms at any time, either for the class of trade generally or, with cause, for Buyer alone. Schaeffler shall have the right at any time to demand cash payment on or before shipment in any instance in which Schaeffler determines that Buyer's credit is less than satisfactory, or for other good cause.

Buyer hereby grants and Schaeffler reserves a purchase money security interest in the goods purchased under this Invoice, and in any proceeds of the goods, for the amount of the purchase price. Upon Schaeffler's request, Buyer shall sign any document required to perfect such security interest. Buyer's full payment of the purchase price of the goods purchased under this invoice shall release Schaeffler's security interest.

Shipment Terms. Shipment is F.O.B. shipping point and includes no cartage, insurance charges, or taxes, unless Schaeffler decides, in its sole discretion, to use its own transportation equipment.

Risk of Loss. The risk of loss of the goods passed to Buyer upon loading of the goods into transportation equipment at the shipping point unless transportation was provided by Schaeffler's equipment.

Cancellation. In the event Buyer desires to cancel an order accepted by Schaeffler, Buyer shall provide a written explanation to Schaeffler, and the terms of cancellation shall then be subject to negotiation. However, Schaeffler in no event waives any remedies available to it under applicable law.

Patents. Schaeffler reserves the right to discontinue shipment of any goods, the manufacture, sale, or use of which in its opinion would involve patent infringement. This Invoice in no way provides Buyer with any license, express or implied, to practice or use any patented inventions or discoveries owned by Schaeffler. Schaeffler agrees to hold harmless and protect Buyer against all loss or damages in lawsuits arising from actual or alleged patent infringement by Schaeffler's products, providing Buyer promptly notifies Schaeffler in writing of any such claim and gives Schaeffler sole control of the defense of the claim and all related settlement negotiation.

Special Orders. In the case of orders for non-catalog goods, Buyer agrees to accept ten (10) percent more or less than the amount ordered.

Limited Warranty. Schaeffler warrants only that the goods sold under this Invoice will conform to Schaeffler's published specifications and will be free from defects in material or workmanship. If Buyer is purchasing non-catalog goods, Schaeffler warrants only that the goods will conform to the specifications mutually approved by the parties for the specific applications disclosed to Schaeffler and will be free from defects in material and workmanship. There are no other express warranties other than those contained in this Invoice, and all representations or affirmations were made for illustrative purposes only.

Schaeffler makes no warranty of merchantability of the goods sold under this Invoice, and Schaeffler makes no warranty that the goods sold under this Invoice are fit for any particular purpose.

Acceptance, Rejection and Revocation. Goods shall be deemed to have been accepted and Buyer's right to reject nonconforming goods shall expire five (5) business days after delivery of the goods. Buyer's right to revoke acceptance of nonconforming goods shall expire ninety (90) days after delivery of the goods. If Buyer rejects or revokes acceptance of any goods

tendered under this Invoice, or attempts to do so, Buyer must notify Schaeffler in writing fully specifying all claimed nonconformities. The failure to specify any nonconformity shall constitute a waiver of that nonconformity. No returns may be made and no credits will be granted without Schaeffler's prior written approval.

Notice of Breach of Warranty. After Buyer has accepted the goods and Buyer's right to revoke acceptance has expired, if Buyer discovers that the goods breach any warranty, Buyer must notify Schaeffler in writing of the breach of warranty within seven (7) days after discovery of the breach. The notice must specify the facts constituting the alleged breach and must be sent by certified mail to Schaeffler's address on the front of this Invoice. Schaeffler shall have a reasonable opportunity to investigate any alleged breach of warranty before Schaeffler has any obligation to take any remedial action.

Remedies of Buyer. Buyer's exclusive remedy, and Schaeffler's liability, for shipment of nonconforming goods or any breach or warranty are expressly limited, at Schaeffler's option, to either replacement of the nonconforming goods at the F.O.B. shipping point, or refund of the purchase price. Further, all defective or nonconforming goods must be returned to Schaeffler, charges prepaid, and with complete information as to service and maintenance. Schaeffler shall have no responsibility for goods which have been improperly maintained or subjected to abuse in operation or assembly. Schaeffler shall not be responsible for any corrosion if Buyer has not taken reasonable steps to prevent corrosion from occurring.

Limitation of Liability. *The remedies of Buyer set forth in these terms and conditions of sale are exclusive. Buyer assumes all risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. Schaeffler shall not in any case be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Such damages include, but are not limited to, loss or profits or revenue, loss of use of the goods, cost of capital, cost of any substitute goods, facilities or services, cost of any recall, or claims of customers or employees of Buyer for any such damages.*

Waiver. A waiver of and/or failure to perform any one or more of the conditions of these terms and conditions shall not constitute a waiver of or any excuse for nonperformance as to any other part of this or any other order.

Statute of Limitations. Any action for breach of these terms and conditions (including any breach of warranty) must be commenced within thirteen (13) months following delivery of the goods.

TERMS APPLICABLE ONLY TO U.S. GOVERNMENT CONTRACTS OR
SUBCONTRACTS

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Invoice Form - Revised: Jan-2007



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Delivery Address

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SHIPPING & DISTRIBUTION WAREHOUSE
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SHEBOYGAN
WI 53081

Please Reference

INVOICE

Document no. Date

150378 Jun 22, 2009

Customer Number

258893

COPY

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JL French Automotive Castings, Inc.
3101 S. Taylor Dr.
Sheboygan
WI 53081--8424

Please Remit To:

Schaeffler Group USA, Inc.
15290 Collections Center Drive,
Chicago, IL 60693

Payment Terms

Net 45 days

Delivery Terms

FOB/shipping point

Currency

USD

ASN/SID 91693945

Position Number Part Number Var. Number	Customer Part Number INA Part Description INA Variation Description	Quantity	Price	PC	Amount
Delivery Note	91693945 Shipped via Ground				
Order 213015	Cust.Ref.: P119334			VOM	22062009
001 063-560-992	6L3E6C348AA F-553302.03.BSRA 90X22.6X26.4 Release: 0023	14976	2.52	0	37739.52
	TOTAL PRODUCT				37739.52
	TOTAL INVOICE AMOUNT				<u>37739.52</u>

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Patents. Schaeffler reserves the right to discontinue shipment of any goods, the manufacture, sale, or use of which in its opinion would involve patent infringement. This Invoice in no way provides Buyer with any license, express or implied, to practice or use any patented inventions or discoveries owned by Schaeffler. Schaeffler agrees to hold harmless and protect Buyer against all loss or damages in lawsuits arising from actual or alleged patent infringement by Schaeffler's products, providing Buyer promptly notifies Schaeffler in writing of any such claim and gives Schaeffler sole control of the defense of the claim and all related settlement negotiation.

Special Orders. In the case of orders for non-catalog goods, Buyer agrees to accept ten (10) percent more or less than the amount ordered.

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Limitation of Liability. *The remedies of Buyer set forth in these terms and conditions of sale are exclusive. Buyer assumes all risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. Schaeffler shall not in any case be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Such damages include, but are not limited to, loss or profits or revenue, loss of use of the goods, cost of capital, cost of any substitute goods, facilities or services, cost of any recall, or claims of customers or employees of Buyer for any such damages.*

Waiver. A waiver of and/or failure to perform any one or more of the conditions of these terms and conditions shall not constitute a waiver of or any excuse for nonperformance as to any other part of this or any other order.

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Invoice Form - Revised: Jan-2007