

## REPRESENTATION AGREEMENT

Agreement made by and between Carlisle Engineered Products, Inc., a corporation existing under the laws of Delaware having its principal place of business located at 100 Seventh Avenue, Suite 100, Chardon, Ohio 44024-1077 ("Company") and Fabnet Associates, Inc., a corporation having its principal place of business located at 6605 Pittsford-Palmyra Road, Suite E1, P.O. Box 128, Fairport, NY 14450-0128 ("Representative").

1. Appointment. Company hereby appoints Representative as its exclusive sales representative to solicit orders for the goods and equipment set forth in Addendum A (Products) within the geographical area and for the customers set forth in Addendum B ("Territory"). Representative hereby accepts such appointment collectively, upon the terms and conditions set forth herein.
2. Term. This Agreement shall continue in full force and effect from October 1, 2001 until terminated by written notice from either party to the other party at least twelve (12) months prior to the termination date. Notice of termination may not be given prior to December 31, 2002.
3. Orders. All orders for Products solicited by Representative shall be forwarded to and subject, in its sole discretion, to acceptance by Company and all quotations by Representative shall contain a statement to that effect. All invoices in connection with orders solicited by Representative shall be rendered by Company directly to the customer with copies to Representative.
4. Sales Policies. The prices, charges and terms of sale of the Products (Sales Policies) shall be set forth by Company in price books, bulletins and other authorized releases from time to time and Representative agrees to abide by same. Written notice of changes to the Sales Policies shall be given by Company to Representative at least thirty (30) days in advance of change.
5. Commissions. Representative shall be entitled to commissions on all orders for the Products solicited within or delivered into the Territory, except as may hereinafter be set forth. Commissions shall be payable at the rates set forth in Addendum C hereto on the net invoice price rendered for all Product orders or part of any order, exclusive of inserts or additions such as shafts or tubes which are obtained from the customer, tooling used in manufacture of products and tooling maintenance charges, freight and transportation costs (including insurance), merchandise returns, credits and allowances granted by Company, and sales, use, excise or similar taxes (Net Sales).

Should all costs incurred by Company for non-plastic components of "Assembled Products" be so high as to prevent Company from competitively selling such assembled products to a customer, then and in that event, Company and

Representative shall use their best efforts to negotiate a mutually acceptable reduced commission with respect to such non-plastic components so that the sale of the Assembled Products can be made to such customer.

Such commissions shall be paid on or before the 25<sup>th</sup> day of the month following that in which customers are invoiced for sales of Products solicited by Representative. Company shall furnish Representative with copies of all invoices for orders originating in or shipped into the Territory together with a detailed commission statement each month.

In case of sales resulting from a multi-territorial effort, Company shall apportion the total commission payable as follows:

One-third (1/3) of total commission to the Representative in whose territory the original customer engineering specification was developed. (Unless Company is notified in writing prior to actual payment of commission, the place of signing of the purchase order may be assumed to be the point of original customer engineering specification.)

One-third (1/3) of total commission to the Representative in whose territory the purchase order is signed.

One-third (1/3) of total commission to the Representative into whose territory the shipment of products is made.

In the event (a), (b), or (c) do not apply, the fractions shall be proportionately increased; thus, for example, if there is no Representative for the place of destination of the product, then (a) and (b) become one-half (1/2) of each.

All decisions of Company with regard to any apportionment of a commission shall be binding upon Representative and all other parties involved in such multi-territorial effort. It is further understood that, regardless of circumstances, Company shall be obligated to pay only an amount equal to one commission in connection with any sale and shipment of Products, subject to the provision for multi-territory sales efforts described above.

Upon termination of this Agreement, for new Product orders secured prior to termination date, commissions will be paid for the first twelve months of production shipments. In addition, upon termination of this Agreement, except as outlined in Section 15, commissions will continue to be paid on all orders secured prior to termination date to the extent that such orders have been solicited by Representative as set forth in Addendum C for a period of twelve (12) months beyond the termination date.

**6. Warranties.** All products sold by Company pursuant to Representative's efforts shall

be accompanied by Company's standard warranties only. Representative shall not modify such warranties and shall make no other representations concerning the Products other than those warranties or representations furnished in writing by Company.

7. Relationship. Except as may hereinafter be set forth, Representative and Company are independent contractors and neither is nor shall be considered an agent, employee or legal representative of the other for any purpose whatsoever. Representative has no express or implied authority to assume or create any obligation or responsibility on behalf of Company or to bind Company in any manner whatsoever.

8. Trademarks and Trade Names. Representative agrees that Company is the exclusive owner of all trademarks and trade names relating to the Products and that Representative may and shall use such trademarks and trade names solely for the purpose of advertising and promoting the Products for sales. Except as specifically set forth in this Agreement, Representative shall acquire no proprietary or other rights with respect to such trade names and trademarks.

9. Representative's General Responsibilities. During the term of this Agreement or any renewal or extension thereof, Representative at its sole expense shall:

Actively promote the sale of the Products in the Territory described in Addendum B.

Maintain an office with an adequate staff to accomplish and promote the sales of the Products in the Territory.

Handle inquiries, quotations, and orders for the Products in the Territory.

Advise and assist Company on matters of sales and promotion of the Products and furnish available information to Company concerning competitive products sold in the Territory.

The Sales Representative agrees to prepare a detailed annual business/marketing plan which shall be reviewed and approved by the Company

10. Company's General Responsibilities. During the terms of this Agreement, Company shall:

- a) Furnish Representative with current marketing advice, supply catalogs of its products, data sheets, specifications, price lists, sales aids and literature. Such material shall at all times remain the property of Company and the balance of any such material remaining at the time of any termination of this Agreement shall be promptly returned to Company.

- b) Not employ, directly or indirectly, or as a Representative or agent, any of Representative's employees who have been employed in sales or promotional activities by Representative during the term of this agreement or for a period of two (2) years following the termination or cancellation of this Agreement by either party.
- c) Promptly forward to Representative copies of all leads, quotations, purchase orders, invoices and notices of shipping with respect to Products in the Territory and notify Representative promptly of all price changes and new products.

11. Indemnification. Each party hereto shall indemnify, defend, and save the other harmless from and against any liability, loss, cost, expense or damage caused by reason of such party's default under or breach of this Agreement. In addition, Company shall indemnify, save harmless, and defend Representative against all claims, losses, expenses, and damages which Representative may incur as a result of any defective or negligently manufactured goods or products sold or furnished by Company through Representative's efforts or assistance.

12. No Assignment. Neither this Agreement nor any right hereunder may be assigned or otherwise transferred without the express written consent of the parties.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and may be delivered by personal delivery or by postage prepaid registered or certified mail, return receipt requested. Notices to Company shall be delivered to or addressed to it at its principal place of business. Notices to representative shall be delivered to Representative at the address set forth herein or to such other address as Representative shall from time to time give written notice of to Company. Notice shall be deemed given upon the earlier of personal delivery or mailing of same to party.

14. Insurance Coverage. The Sales Representative shall maintain insurance covering bodily injury and property damage with such limits as shall be satisfactory to the Company for services performed by the Sales Representative in connection with the performance of the Sales Representative's obligations under this Agreement and the Sales Representative agrees to provide proof of such coverage to the Company promptly upon request.

15. Termination. Either party may at any time terminate this Agreement immediately upon written notice to the other party in the event of (1) a breach of the terms of this agreement by the other party and such breach has not been cured within thirty (30) days of receipt of written notice thereof; (2) the other party makes a general assignment for the benefit of its creditors, has a custodian, receiver or any trustee appointed for it or a substantial part of its assets commences any voluntary proceeding under bankruptcy law; (3) a court having jurisdiction over

the other party enters a decree or order for relief in an involuntary case under any applicable bankruptcy laws and such decree or order continues unstayed and in effect for a period of thirty (30) days or more; (4) the other party becomes insolvent or generally fails to pay its debts as such debts become due, whether or not such other party is otherwise in default; or (5) a change in the ownership or control of the Sales Representative.

16. Competing Products. The Sales Representative agrees that during the term of this Agreement, it will not, directly or indirectly, manufacture, sell, distribute or have an interest in, any products of any kind which are competitive with the Products. The products listed in Addendum D are deemed to be non-competing products.

17. Construction. This Agreement shall be construed in accordance with the laws of the State of New York. Company hereby consents to the jurisdiction of the courts of the State of New York and agrees that any legal action arising out of this Agreement shall be brought in Monroe County, State of New York. This Agreement represents the entire agreement between the parties and no provision may be modified or amended except by an instrument in writing executed by both parties hereto. In the event that any provision or provisions of this Agreement shall be void, unlawful or unenforceable, such provisions shall be deemed stricken from this Agreement, but the Agreement shall not otherwise be affected and the remaining provisions shall remain in full force and effect.

18. Confidential Information

The Sales Representative recognizes and acknowledges the competitive value and confidential nature of certain information ("Confidential Information") which has been or will be provided to it by the Company or which concerns the Company and the damage that could result to Company if such Confidential Information contained therein is disclosed to any third party during the term of or after the termination of this Agreement. The Sales Representative agrees that it will not disclose any of the Company's Confidential Information to any third party without the prior written consent of the Company about which the disclosure of the Confidential Information is being made: provided however, that any such Confidential Information may be disclosed Sales Representatives, employees, or agents who need to know such Confidential Information for the proper discharge of their duties and who agree to keep such Confidential Information and to be bound by this Agreement to the same extent as if they were parties to this Agreement. The Sales Representative agrees that money damages would not be sufficient remedy for any disclosure of the Confidential Information by either Sales Representative or its employees and agents, and that in addition to all other remedies, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4<sup>th</sup>  
day of October, 2001.

COMPANY: CARLISLE ENGINEERED PRODUCTS, INC.

By:

*Bruce A. Farnett*

Title: *Vice President, Sales and Marketing*

REPRESENTATIVE: FABNET ASSOCIATES, INC.

By:

*J. (Cathy)*

Title: President

Date \_\_\_\_\_  
**PRODUCTS**

Addendum A Page 1 of 1

This agreement applies to all products and services offered for sale by Carlisle Engineered Products, to the accounts specified in Addendum B ("TERRITORY").

Date \_\_\_\_\_

Addendum B Page 1 of 1

**TERRITORY**

Within North America, sales to the following customers:

Behr America Inc.

- Walled Lake, MI
- North Charleston, SC
- Canton, SD
- Fort Worth, TX

Calsonic North America

- Shelbyville, TN

Delphi Harrison Thermal Systems

- Lockport, NY
- Dayton, OH
- Tuscaloosa, AL
- El Paso, TX
- Juarez, Mexico
- Silao, Mexico

Delphi Energy & Chassis

- Rochester, NY

Trico Products Corporation

- Southfield, MI
- Troy, MI
- Buffalo, NY
- Brownsville, TX
- Matamoros, Mexico

Borg Warner

- Ithaca, NY

Magneti Marelli Engine Control Systems

- Sanford, NC

Bosch Fuel Systems

- Anderson, SC

Siemens Automotive Fuel Systems

- Newport News, VA

Specific accounts may be added or deleted from the Territory at any time by mutual agreement and written letter of addendum.



**COMMISSIONS**

Subject to the terms and limitations of paragraph (5) of the Agreement, Representative shall be entitled to commissions from Company on all orders by Customers (or their successors) or orders placed by a Customer's supplier on behalf of that Customer for Products to the extent that such orders have been solicited by Representative. Such commissions shall be payable to Representative according to the following schedule:

<u>Year of Production</u>	<u>Commission Rate</u>
1	4%
2	3%
3 & Beyond	2%

First year commission rate shall remain in effect until twelve months of production shipments have been made. Start of production shall be determined to commence after pilot and line fill shipments.

**Tooling**

Five (5) percent of Net Sales for Customer total orders for prototype tooling and prototype parts. There shall be no commissions paid for orders for production tooling.

**High Material Content Products**

As a policy guideline, when the purchased content, excluding resin and packaging, exceeds ten percent (10%) of the quoted price, then commission rate will be determined for the specific product by using a rate of 1% for the purchased content portion of the price and the appropriate rate, as specified above, for the remaining portion of the price.

**Exceptions to Above Rate Schedule:**

For sales to Delphi Harrison of products previously supplied by Carlisle Geauga – Lake City plant prior to January 1, 1997, the commission rate of 1.0% will continue to be applied to those shipments.

**NON-COMPETING PRODUCTS**

The following is a list of all principals represented by the Representative as of October 1, 2001. The Products offered for sale by these principals through the Representative are deemed to be non-competing products.

Auburn Engineering Auburn Hills, MI	(Prototype tooling & low volume plastic production)
Continental International Fort Wayne, IN	(Non-custom standard o-rings and seals)
DeWal Industries Saunderstown, RI	(Fluoropolymer tape & film products)
Jade Engineered Plastics Bristol, RI	(Fabricated fluoropolymer products)
GT Tool, Ltd Birmingham, UK	(Injection mold tooling)
Kaddis Manufacturing Corp. Rochester, NY	(Screw machine products)
Palma Tool & Die Rochester, NY	(Stamping dies & short run stamping)
The Genesee Group Rochester, NY	(Sheet metal fabrication and assemblies)
TriStar Plastics Shrewsbury, MA	(Plastic distributor and fabricator)

**Dottie Betz**

**From:** Bruce Fassett [bfassett@cepCarlisle.com]  
**Sent:** Friday, February 04, 2005 6:43 PM  
**To:** Frank Betz  
**Subject:** Sales Agreement Addendum B Territory revision 11-10-04

Frank,

Attached is the revised Territory page clarifying Delphi – Hermosillo and a scanned copy of the signed letter agreement.

I misplaced this in my file.

Sorry for the oversight in forwarding this to you.

Regards,

Bruce A. Fassett

Vice President, Sales & Marketing

Phone 734-542-8239

Fax: 734-542-0303

Within North America, sales to the following customers:

AISIN U.S.A. MFG., INC.  
Seymour, Indiana

AISIN MFG. ILLINOIS, LLC  
Marion, Illinois

American Showa

Behr America Inc.  
• Walled Lake, MI  
• North Charleston, SC  
• Canton, SD  
• Fort Worth, TX

Borg Warner  
• Ithaca, NY

Bosch Fuel Systems  
• Anderson, SC

Calsonic North America  
• Shelbyville, TN

Delphi Saginaw, Saginaw, MI (Plastic & Rubber)

Delphi Corp., Troy, MI (excluding Delphi Packard plastic)

Delphi Mechatronic Systems, Downers Grove, Ill

Delphi Thermal & Interior Systems (all North American locations)  
• Lockport, NY  
• Dayton, OH  
• Tuscaloosa, AL  
• El Paso, TX  
• Hermosillo, Mexico  
• Juarez, Mexico  
• Silao, Mexico

Delphi Energy & Chassis  
• Rochester, NY  
• Dayton, OH

Federal Mogul

Date November 10, 2004 **Addendum B - TERRITORY**

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Magneti Marelli Engine Control Systems

- Sanford, NC

Teleflex

Tennex

Trico Products Corporation

- Southfield, MI
- Troy, MI
- Buffalo, NY
- Brownsville, TX
- Matamoros, Mexico

Trim Systems, LLC located in Dublin, Ohio  
(For North American locations)

TRW

Sachs

Siemens Automotive Fuel Systems

- Newport News, VA

Specific accounts may be added or deleted from the Territory at any time by mutual agreement and written letter of addendum.



November 10, 2004

Mr. Bruce Fassett  
Carlisle Engineered Products  
17187 North Laurel Park Drive, Suite 208  
Livonia, Michigan 48152

Dear Bruce,

Confirming our conversation of last week, based on the January 1, 2004 merger of Delphi Thermal Systems and Delphi Interior Systems we should probably update your November 1, 2004 Addendum B – Territory, copy attached, to reflect the change. The correct name for Delphi Harrison Thermal Systems is now Delphi Thermal & Interior Systems.

In addition, we need to add an additional Delphi Thermal & Interior Systems location to the agreement for the new Hermisillo, Mexico location being constructed for the Ford CD3XX Program that we have been working on for the last several years.

If you are in agreement, the Delphi Harrison Thermal Systems Responsibility Section should be corrected as follows:

**Delphi Thermal & Interior Systems**

- Lockport, NY
- Dayton, OH
- Tuscaloosa, AL
- El Paso, TX
- Juarez, Mexico
- Silao, Mexico
- Hermisillo, Mexico

Assuming you are in agreement, please sign and return one copy of this document as a formal acknowledgement of the changes. The Master Contract Copy of Addendum B – Territory should most likely be updated and distributed when you get a chance.

ACCEPTED

11-10-04

Date

Handwritten signature of Frank A. Betz in black ink.

Fabnet Associates, Inc.  
Frank A. Betz  
President

ACCEPTED

11-11-04

Date

Handwritten signature of Bruce A. Fassett in black ink.

Carlisle Engineered Products.  
Bruce A. Fassett  
Vice President Sales & Marketing