

TO:

The undersigned (the "**Bailee**") for and on behalf of and as an authorized representative of the company hereby acknowledges receipt from Litens Automotive Partnership ("**Litens**") the goods, materials, equipment, chattels, tools, dies, jigs and/or checking fixtures described in the attached Schedule "A" (the "Property") in good order and condition and acknowledges receipt of instructions from Litens to manufacture the products for Litens.

The Bailee, in consideration of being allowed to use the Property, agrees to comply with the following terms and conditions:

1. The Bailee agrees to tag, label, stamp and or as Litens may otherwise direct clearly and visibly identify the "Property" as being the assets of Litens.
2. The Bailee agrees to use or operate the Property for no purpose other than what Litens has authorized for in writing.
3. The Bailee shall use all reasonable care to protect and preserve the Property from being copied / reversed engineered, stolen, lost or damaged or from it's unauthorized use and shall be liable for any such use, theft, loss or damage which may occur while the Property is in the Bailee's possession.
4. All work to be carried out by the Bailee on behalf of Litens shall be done in a good and workmanlike manner in accordance with the plans, requirements and specifications furnished to the Bailee by Litens.
5. The Bailee agrees to keep the Property fully insured at its own expense so long as it shall have possession of the Property to an amount not less than the full insurable value. At the request of the Litens, the undersigned shall present satisfactory evidence of such insurance to Litens.
6. The Bailee agrees to release Litens from all claims for damages or compensations otherwise in any manner whatsoever arising out of or connected with the Bailee's bailment of the Property and to indemnify and save it harmless of and from all losses, costs and damages (including legal expenses) arising out of or connected with the said bailment whether such loss, costs or damages result from the negligence of the Bailee or otherwise. The indemnity shall continue to be in full force and effect notwithstanding the return of the Property to Litens.
7. The Bailee shall not in any way alter the Property or perform any repairs thereto (with the exception of emergency repairs) without the prior written consent of Litens.
8. The Bailee shall not release custody of the Property to any third party without the prior written consent of Litens.
9. The Bailee agrees to return the Property to Litens on demand and acknowledges that he/ she has no title in the Property and will not encumber it in any manner whatsoever.
10. The Bailee shall, immediately upon Litens' request, obtain from all of the Bailee's creditors which may claim or attempt to acquire rights in the Property, a full and complete discharge and release of any and all such rights in form and substance required by Litens.
11. The Bailee agrees that Litens or its agents shall have the right, at any time and upon reasonable prior written notice, to enter upon the Bailee's premises where the Property is located, without



Litens Automotive Partnership
Tooling Bailee Acknowledgment

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payment of any additional compensation, and remove the Property. The foregoing right of access shall continue for so long as is reasonably necessary to remove or complete the removal of Property. Without limiting the foregoing, Litens shall be entitled to immediately enter upon the Bailee's premises for the purpose of removing any Property related thereto from the Bailee in the event that the Bailee becomes insolvent, makes an assignment in favor of its creditors or a proposal in bankruptcy to its creditors, has a petition for a receiving order presented in respect of it, initiates proceedings for its winding-up, liquidation or dissolution or has a receiver appointed in respect of it or its property.

- 12. The Bailee agrees to promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be reasonably required for the purposes of giving effect to the terms of this Bailee Acknowledgment.

The terms and conditions of this Bailee acknowledgment shall ensure the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns, and shall remain in full force and effect until such time as the Property has been returned to Litens.

Dated at _____, this _____ day of _____,

Company Name: _____

Authorized
 Signature: _____

Name: _____

Title: _____

I hereby confirm that I have the authority to bind the Company

Witness: _____

Signature: _____

Name: _____

Title: _____



Litens Automotive Partnership
Tooling Bailee Acknowledgment

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Schedule A

Part number	Description	Tool Material Type	Cavities	Press Tonnage / Manufacturer	Dimensions (H, W, L)	Litens Tool Tag (Yes/No)

Dated at _____, this _____ day of _____, _____.

Company Name: _____

Authorized
Signature: _____

Name: _____

Title: _____

I hereby confirm that I have the authority to bind the Company

Witness: _____

Signature: _____

Name: _____

Title: _____