

ISUZU

TOOLING MAINTENANCE AGREEMENT

The undersigned supplier (hereinafter “we” or “us”) hereby agrees to the following terms and conditions which shall apply to our possession, handling and use of Tools owned by Isuzu North America Corporation (“Isuzu”) or such other party as may be designated in writing by Isuzu (a “Designee”). As used herein, the term “Tools” means any tools, dies, molds, jigs, fixtures and other items of equipment currently in our possession or hereinafter furnished to us by Isuzu for use in manufacturing or assembling products for purchase by Isuzu or its Designee. We agree that the terms set forth herein are in addition to the terms set forth in Isuzu’s General Terms & Conditions.

1. Use of Tools. We agree to use the Tools solely for the purpose of manufacturing or assembling products for purchase by Isuzu or its Designee and for no other purpose. We agree not to sell to any party (other than Isuzu or its Designee) any products manufactured or assembled by use of the Tools without Isuzu’s prior written consent.
2. Title to Tools. All Tools are and shall remain the sole and exclusive property of Isuzu or its Designee. We agree to execute such documents as may be reasonably requested by Isuzu from time to time to confirm such ownership, and we shall at no time represent to any third party, expressly or by implication that title to the Tools is held by any person or entity other than Isuzu or its Designee. We agree not to sell, loan or otherwise transfer the Tools to any party or to grant or allow any encumbrance or lien upon the Tools without Isuzu’s prior written consent. We agree to mark the Tools "Property of Isuzu North America Corporation", or in such other manner as may be designated by Isuzu. We agree not to co-mingle the Tools with our own property or with the property of any other person, to modify the Tools, or to remove the Tools from the location of record without Isuzu’s prior written consent. The Tools are and shall at all times remain personal property, notwithstanding that they may now be or hereinafter become in any manner attached to or permanently resting on real property or improvements thereon.
3. Information Regarding Tools. Within 45 days following the date of this Agreement, and within 30 days following the date on which any additional Tools are hereinafter furnished to us, we agree to supply Isuzu with the following information:
 - a. names of all Tools in our possession;
 - b. description of the Tools;
 - c. names and addresses of locations where the Tools are located;
 - d. part names and numbers produced by the Tools; and
 - e. such other information as may be reasonably requested by Isuzu.

We also agree to promptly notify Isuzu upon any changes in the foregoing information. In the event that Isuzu furnishes us with tags containing asset numbers for the Tools, we agree to attach such tags to the appropriate Tools, and furnish photographs of the Tools to Isuzu with the asset number on the tag visibly displayed. Isuzu or its Designee shall have the right to enter our premises at all reasonable times upon prior notice to inspect such Tools, our records for the Tools and/or to remove the Tools from our premises.

4. Safety Precautions. We agree at our own expense to take full responsibility for the possession, handling and use of the Tools and for compliance with all applicable laws governing same. We agree to initiate, maintain and supervise all necessary safety precautions in connection with our possession, handling and use of the Tools.

5. Care of Tools. We agree to maintain the Tools in good working order, condition and repair, reasonable wear and tear excepted, and to bear the risk of loss or damage to the Tools while they are in our possession or control. In the event that any of the Tools becomes obsolete or unusable, we agree to promptly notify Isuzu and dispose of such Tools in accordance with Isuzu's instructions. The costs of changes or replacements to the Tools due to engineering changes shall be allocated in accordance with our mutual agreement.
6. Taxes. We agree to assist Isuzu in making any necessary filings and registrations with applicable state and local taxing authorities, including any applications for exemption from sales and use taxes imposed in connection with the Tools.
7. Accidents. We agree to assume the risk of, and to indemnify and hold Isuzu and its affiliates, agents, representatives and employees harmless from and against, all claims, damages, liabilities, cost and expenses (including reasonable attorneys' fees) incurred as a result of or in connection with our possession, handling or use of the Tools. We also agree to maintain adequate insurance protecting both us and Isuzu from claims and liability for injury, death and property damage arising out of or relating to the possession, handling or use of the Tools, and upon Isuzu's request, to furnish Isuzu with a certificate of insurance showing Isuzu as an additional insured under such insurance.
8. Termination; Return of Tools. We agree that Isuzu shall have the right to terminate this Agreement at any time without Isuzu incurring any liability towards us. Promptly upon the termination of this Agreement, or earlier upon Isuzu's demand, we agree to return the Tools to Isuzu or its Designee in such manner as Isuzu shall designate. We also agree to deliver to Isuzu all specifications, operating manuals and other documents furnished by the manufacturer relating to the construction, maintenance or operation of the Tools.

[NAME OF SUPPLIER]

By: _____

Title: _____

Date: _____