

present formulas of S & K and Dana for such materials and shall meet the present specifications of S & K and Dana for such gasketing materials. Any change in said formulas and specifications shall be made only with the prior written consent of Dana. S & K further warrants that all gasketing material sold by S & K to Dana pursuant to this Agreement shall be free of defects in material and workmanship. Except as expressly set forth in this paragraph 5, S & K makes no warranty, express or implied, including any warranty of merchantability, fitness for any particular purpose, or non-infringement of claims of any adversely held patents, in respect of gasketing materials sold pursuant to this Agreement.

6. Returns. In the event that any gasketing material shipped pursuant to this Agreement does not meet the specifications set for it and is not accepted by Dana, Dana shall notify S & K of its decision not to accept such material and the reasons for its decision. Such non-accepted material shall be held by Dana for inspection by S & K for a period not to exceed 30 days from the date of said notice and within said period, S & K shall issue full credit for such material and disposal instructions to Dana. If in the opinion of Dana such non-accepted material can be used in certain of Dana's production, even though such material does not meet the specifications set for it, a special selling price may be negotiated by the parties.

7. Proprietary Information. S & K recognizes Dana's proprietary interest in the formulas, specifications, and all other information relating to the following designated products:

VPD-158-0000419