

**CONFIDENTIAL**

**APPROVED BRAKE PROGRAM**  
**2012 ROK BROS. BRAKE PROGRAM SPECIFICATIONS**

Effective Date: 1/01/12

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Product Line: Raybestos Brake Products

Account: ROK Bros #Z 6245

Source: Brake Parts Inc.  
4400 Prime Parkway  
McHenry, IL 60050  
Phone: 815-363-9000  
Fax: 815-363-9303

Contact: John Aniunas  
Phone: 301 526 0065 (cell)  
E-mail: john.aniunas@affiniagroup.com

WD Pricing: All Raybestos Brake pricing is WD net.

Freight: Orders < \$2,500 at WD net = Prepaid & Added  
Orders > \$2,500 at WD net = Prepaid  
An \$8 handling charge will apply to all Special Order. Raybestos Chassis orders can be combined with Raybestos Brake Products for freight and terms.

Ordering Procedure: Transnet, Mail, or Fax to Customer Service.  
Transnet: Raybestos #  
Phone: 800-323-0354  
Fax: 815-363-9030

Shipping Points: Hazelton, Pa., McHenry, IL & Modesto, CA

Field Manpower: Affinia UVG Branded Sales Force

Warranty Policy: Effective January 1, 2012 .Raybestos Brake & Chassis Parts are warranted to be free from defects in material or workmanship. Product will be written up in field for credit.

Changeover Program: Re-box competitive product at the WD and jobber level. Non-Interchangeable product will be handled under the current stock

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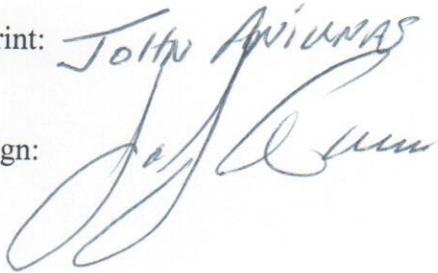
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protection program. Dealer/installer/fleet changeovers will be re-labeled.

Catalogs: Raybestos Brake Parts Master Catalog, Raybestos Medium Parts Catalog  
Raybestos Heavy Parts Catalog

Packaging: Raybestos Brake

Print: JOHN ANIUNAS

Sign: 

This Agreement is governed by and construed in accordance with the laws of the State of Illinois without giving effect to the choice of law principles of the State of Illinois. The parties agree that the federal and state courts of Illinois have the exclusive jurisdiction and venue over any claims or disputes between the parties, and THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL IN CONNECTION THEREWITH. This Agreement will be binding upon the parties' successors and assigns, and may be assigned by either party with the written consent of the other party. No modification or waiver of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification or waiver is sought. This Agreement represents the entire agreement by the parties regarding the subject matter hereof, and this Agreement supersedes and replaces any prior conflicting agreements to the extent they conflict. In the event a date of performance under this Agreement falls on a Saturday, Sunday or holiday, then such date shall be extended to the next business day. This Agreement may be signed in counterparts; signatures transmitted by facsimile shall be considered binding. In any action or proceeding, any photograph, photo static or other copy of this Agreement may be entered into evidence. Any headings used herein are for convenience only and shall not affect the interpretation of the substantive provisions of this Agreement. The fact that one party or the other shall have prepared this Agreement shall be disregarded in the construction of its terms. In the event of any dispute or litigation arising out of this Agreement, the prevailing party (as determined by the court having jurisdiction) may be entitled to recover its fees and costs (including attorneys' fees and costs) from the non-prevailing party.

Brake Parts Inc. reserves the right to change or eliminate programs and allowances in its sole discretion, at any time and with or without notice. The representative of Brake Parts Inc. administering the program has full administrative discretion and full discretionary authority to interpret and enforce all provisions of the program and decide eligibility for benefits. No benefit will be payable under any program except as determined payable by the Brake Parts Inc. administrator in his/her sole discretion