

PURCHASE ORDER TERMS AND CONDITIONS

1. OFFER; ACCEPTANCE.

(a) This purchase order ("Order") is an offer to Seller by Buyer for the purchase of goods and services ("Supplies"). This Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in this Order to any quote, offer or proposal made by Seller is solely to incorporate the description or specifications of the Supplies but only to the extent that the description or specifications do not conflict with the description and specifications of the Supplies in this Order. Seller's written acceptance, Seller's commencement of any work under this Order, or any other conduct by Seller that recognizes the existence of a contract with respect to the subject matter of this or in furtherance of the Order constitutes Seller's acceptance of the Order subject to these terms and conditions only. If this Order is found to be an acceptance of any prior offer or proposal by Seller, such acceptance shall be limited to and conditional upon Seller's acceptance of the terms of the Order exclusively.

(b) Except and only to the extent that they do not conflict with the terms on the face of the Purchase Order, the following documents are incorporated into the agreement between Buyer and Seller relating to the Supplies: (i) any signed letters of intent, memorandum of understanding, supply agreement and nomination/award letter; (ii) Material Releases (as defined below) issued by Buyer to Seller under the Order (iii) the Statement of Work ("SOW"), prints and specifications for the Supplies; and (iv) Buyer's policies, as revised by Buyer from time to time. Buyer's policies include, without limitation, Buyer's supplier quality assurance manuals, logistics guidelines, packaging and logistics specifications, manuals and quality assurance policies. Buyer's policies may be obtained by contacting the purchasing representative assigned to Seller. The terms of Buyer's customer's ("Buyer's Customer") contracts (each, a "Customer Contract") with Buyer are also applicable (and incorporated into the Order) pursuant to these terms, including, but not limited to, Buyer's Customer's specifications, policies, cyber security requirements, or any other obligation imposed by Buyer's Customer on Buyer. Buyer's Customer means any entity to which Buyer, directly or indirectly, sells the Supplies, or sells any goods or services into which the Supplies are incorporated, including any original equipment manufacturer and any upper tier supplier to an original equipment manufacturer. Seller assumes toward Buyer all the obligations which Buyer assumes toward Buyer's Customer or others as specified in the Customer Contract. Buyer shall have all the rights and remedies against Seller which Buyer's Customer or other persons have against Buyer under the Customer Contract. Except as specifically set forth in this Order, Seller shall not have any rights against Buyer which Buyer does not have against Buyer's Customer under the Customer Contract.

(c) In the event of any conflict between and among any document incorporated into the Order, the following controls in order of precedent: (i) the face of the purchase order (also referred to as "in the Order"); (ii) the final SOW, prints and specifications; (iii) these Purchase Order Terms and Conditions; (iv) Material Releases; (v) signed documents listed in (b)(i) above; (vi) Buyer's Policies; and (vii) Customer Contracts.

(d) THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER AND ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER'S QUOTATION FORM, ACKNOWLEDGEMENT FORM, INVOICE OR OTHERWISE, ARE UNACCEPTABLE TO BUYER AND EXPRESSLY REJECTED BY BUYER, AND SHALL NOT BECOME PART OF THIS ORDER. This Order can be modified only in the manner described in Section 36.

(e) In the event of any ambiguities, express conflicts or discrepancies in the specification, drawings or other documents which are part of the Order, Seller shall immediately submit the matter to Buyer for its determination and shall comply fully with Buyer's determination. Buyer is relying upon the expertise of Seller in the selection, manufacture and integration of the Supplies. If Seller is made or becomes aware that the Supplies are not appropriate for the use intended by Buyer or that the specifications given to Seller by Buyer or Buyer's Customer will result in less than optimal performance of the Supplies, Seller shall immediately notify Buyer. Seller shall also notify Buyer if the location of the Supplies within the vehicle will affect their performance or if additional fusing or shielding of the Supplies (different than that called out in the prints or specifications) is necessary for the Supplies to perform for its intended use.

2. INVOICING; PRICING; CORRESPONDENCE.

(a) Unless otherwise stated in the Order, the purchase price: (i) is a firm fixed price for the duration of the Order and not subject to increase for any reason, including increased raw material costs, increased labor, overhead or other manufacturing costs, increased development costs, currency fluctuations or changes in volumes or program length from those estimated or expected; (ii) is inclusive of all federal, state, provincial, value added and local taxes and any duties applicable to provision of the Supplies; and (iii) is inclusive of all storage, handling, freight, packaging and all other expenses and charges of Seller. For avoidance of doubt, Seller assumes all risk related to the firm fixed price and cannot request changes based on any changes in costs of materials, costs of performance, costs of obtaining or delivering materials, regardless of the basis for such an increase request. If Seller requests any price increase, Seller shall provide to Buyer all information requested by Buyer in relation to the price increase request, including, but not limited to, all costs of raw materials and supplies, profit margin, and any

other information Buyer deems necessary for its review of the request. Any agreement to change price must be approved by Buyer in a signed writing and will not be effective until Buyer issues a new purchase order with the agreed upon price change.

(b) Invoices shall be issued by Seller to Buyer no earlier than on or after delivery of the Supplies to the plant in which the Supplies will be used by Buyer in accordance with the Order. Payment shall be deemed to occur upon payment of any paper draft or wire transfer of payment into the account of Seller. Seller shall, at its expense, comply with Buyer's instructions and policies with respect to the form, content and method for submission of invoices. All invoices under this Order must reference the purchase order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, Seller's name and number, bill of lading number, and other information required by Buyer. All correspondence must include the purchase order number. If requested by Buyer, all invoices under this Order must be accompanied by the Seller's sworn statement indicating the status of payments to Seller's subcontractors and suppliers as of the date of invoice, and, if requested by Buyer, all invoices must be accompanied by lien waivers, in form satisfactory to Buyer, executed by Seller and Seller's subcontractors and suppliers. Buyer may return incorrect invoices or related documents. Payment will be made against correct invoices and documentation, in accordance with the payment terms specified in this Order. The total price includes all freight, duty and tax, except for any value added tax (VAT) imposed by a non-USA jurisdiction, which must be shown separately on Seller's invoice for each shipment, and Buyer shall not be liable for any business activity taxes or taxes on or measured by net income, gross income or any derivative thereof, of Seller. If Seller provides invoices that include prices higher than those agreed upon by Buyer or included in the Order, Seller shall be liable to Buyer for breach for the difference between the Order price and invoiced price, even if Buyer pays the invoiced price to maintain supply. Buyer may setoff or otherwise assert claims against Seller for any such breach by Seller.

(c) Seller represents and warrants that the prices for the Supplies in this Order will be no less favorable than those which Seller presently, or in the future, offers for the same or similar goods or services, in similar quantities to any other customer. If Seller offers a lower price for the same or similar goods or services to any other customer during the term of this Order, then Seller will immediately offer Buyer the same price on the same terms and conditions as contained in this Order. Seller, at all times, must provide the Supplies competitive in the industry as to price, quality, delivery, technology and customer support with respect to third-parties' and Buyer's internal capacity. Seller's failure to meet any of the requirements of this subsection is a basis for termination for cause. In addition, Seller shall participate in Buyer's (or Buyer's Customer's) cost savings and productivity programs

and initiatives to reduce Seller's costs and pass those cost savings through to Buyer.

(d) Seller's insolvency and/or failure to pay its suppliers has the potential to create a disruption in the supply chain. If Buyer pays Seller's financial obligations to one or more of Seller's suppliers in order to continue the flow of Supplies to Buyer, whether or not Buyer has the legal obligation to do so, Buyer shall have a dollar for dollar setoff of funds so paid against any funds due Seller from Buyer and, if a setoff is insufficient for Buyer to fully recover its payments to Seller's suppliers, Seller shall pay the remaining balance within ten (10) days of Buyer's payment.

3. QUANTITIES; DELIVERY.

(a) Unless a specific order quantity other than blank or 0 is stated on face of the Order (minimum order quantities stated on an Order are for informational purposes only and do not affect the requirements contract nature of an Order) and subject to Buyer's termination rights under paragraphs 15 and 16 below, this Order is a requirements contract under which Buyer will purchase and Seller will supply all (100%) of Buyer's requirements (or, if multiple sourced, a specified percentage or range of Buyer's requirements as stated on the face of the Order) for the length of the applicable vehicle manufacturer's program production life (including extensions and model refreshes as determined by the vehicle manufacturer). If the preceding sentence is deemed insufficient by a Court to set a definitive term, the term of the Order shall be the anticipated time period for the program as set forth in Buyer's RFQ documents together with an option granted to Buyer to extend the term for any extension of the vehicle platform announced by the vehicle manufacturer. Accordingly, Seller must perform pursuant to and may not reject a Material Release if the releases are within the quantities required by Buyer plus a reasonable safety stock, as determined by Buyer in its sole discretion. Unless so ordered by Buyer in a Material Release, Seller may not maintain a safety stock absent a written agreement signed by an authorized representative of Buyer.

(b) With regard to forecasts or projections, as provided in Section 3(c) below or otherwise, Buyer is required to purchase only those quantities identified as firm orders in subsequent material authorization releases, manifests, broadcasts, or similar releases ("Material Release") delivered by Buyer to Seller in connection with this Order. Material Releases are an integral part of the Order, are governed by these terms and are not independent contracts. Unless otherwise provided in the Order or agreed to in a signed writing, Buyer will provide 2 weeks of firm releases and 2 additional weeks for planning raw material purchases. Unless otherwise agreed to in writing or provided in the Order, Seller agrees and acknowledges that Buyer's firm order period will be based on Buyer's Customer's firm order period.

(c) Buyer may provide Seller with volume or quantity forecasts or projections for the Supplies or the anticipated duration of the program for which the Supplies are being produced. Seller acknowledges that the volume/duration projections, unlike a Material Release, are not binding on Buyer. Seller acknowledges that the volume/duration projections are based upon information supplied to Buyer by Buyer's Customer, contain business variables and assumptions, some or all of which may change over time or may not have been accurate at the time that they were made or later. Buyer makes no representation, warranty or guaranty of any kind or nature as to the accuracy of the volume/duration projections and Seller acknowledges: (i) it relied upon the volume estimate or projection at its own risk; and (ii) that the actual volumes/duration could be significantly less or more than what was projected and that no price adjustment will be made as a result of the differences between actual and projected volumes. Buyer may purchase additional quantities of the listed Supplies at the prices set forth in this Order, including to bank or inventory Supplies, pursuant to Material Releases. Seller acknowledges and agrees that Buyer's option to make such purchases does not affect the requirements nature of the Order.

(d) If not otherwise specified in this Order, delivery of the Supplies shall be DDP (Incoterms 2020) Buyer's designated facility. The risk of loss passes from Seller to Buyer upon delivery to Buyer's designated facility in accordance with Incoterms, unless otherwise agreed to in writing by Buyer.

(e) Time and quantities are of the essence under this Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as set forth in this Order and related Material Releases, unless otherwise negotiated and agreed in writing by the parties. Failure to meet agreed delivery time and quantities shall be considered a breach of this Order and Seller shall pay to Buyer any damages or expenses imposed upon or incurred by Buyer as a result of such breach.

(f) Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for the Supplies covered by this Order or entitles Seller to any other damages or costs.

(g) Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries, or excess deliveries.

4. PREMIUM FREIGHT; RELATED COSTS.

(a) Seller shall pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed upon delivery dates due to its own acts or omissions. Seller shall pay any costs incurred by Buyer, including costs charged by Buyer's Customer(s) to Buyer, as a result of Seller's failure to comply with shipping or delivery requirements.

(b) Buyer shall not be liable for premium freight costs, unless specifically agreed to in advance, in writing, by Buyer.

5. PACKAGING; MARKING; SHIPPING; DISCLOSURE; SPECIAL WARNINGS OR INSTRUCTIONS.

(a) Seller agrees: (i) to properly pack, mark, and ship the Supplies in accordance with the requirements of Buyer, the involved carriers and the country of manufacture, country of destination and any country in which the Supplies will be transported; (ii) to route the shipments in accordance with Buyer's instructions; (iii) to label or tag each container according to Buyer's instructions; (iv) to provide papers with each shipment showing the purchase order number, amendment or release number, Buyer's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (v) to promptly forward the original bill of lading or other shipment receipt, showing the purchase order number, for each shipment in accordance with Buyer's instructions and carrier requirements. Buyer may specify the carrier and/or method of transportation for the shipment of the Supplies and Seller shall use such carrier and/or method of transportation.

(b) If requested by Buyer, Seller will promptly provide Buyer with the following information in the form requested: (i) a list of all ingredients and materials in the Supplies; (ii) the amount of each ingredient and material; and (iii) information concerning any changes in or additions to the ingredients or materials.

(c) Before and at the time the Supplies are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Supplies, containers, and packing) of any hazardous material or dangerous goods that is an ingredient or part of the Supplies, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take measures to prevent bodily injury or property damage while handling, transporting, processing, using or disposing of the Supplies, containers, and packing. Seller agrees to comply with all federal, state, provincial, and local laws and regulations pertaining to product and warning labels, including without limitation, all Material Safety Data Sheet (MSDS) requirements.

(d) Seller will reimburse Buyer for any expenses incurred as a result of improper packing, marking, routing, or shipping.

(e) In no event will shipping documents attached to or contained in the shipment display pricing information or any of Buyer's proprietary information.

(f) In the event that no packing requirements are provided by Buyer, Seller will pack the Supplies in

accordance with applicable Automotive Industry Action Group (AIAG) packing requirements.

6. INSPECTIONS; NON-CONFORMING GOODS/SERVICES; AUDIT.

(a) Buyer and Buyer's Customer, upon reasonable notice, may enter Seller's facility to inspect the facility and to conduct an audit of the production of the Supplies for any purpose whatsoever including, without limitation quality, cost, or delivery verification, audit materials and any of Buyer's property covered by this Order.

(b) Buyer's inspection of the Supplies, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any Supplies, work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect the Supplies does not relieve Seller of any of its responsibilities or warranties with respect thereto or constitute joint fault for any breach of this Order by Seller. Nothing in this Order releases Seller from the obligation of testing, inspection, and quality control of the Supplies.

(c) If non-conforming Supplies are shipped to and rejected by Buyer, Seller, at its sole expense, shall immediately ship conforming Supplies to Buyer in place of the non-conforming Supplies, unless directed in writing by Buyer to do otherwise.

(d) In addition to other remedies available to Buyer for non-conforming Supplies, (i) Seller agrees to authorize return of the Supplies, at Seller's risk and expense at full invoice price, plus transportation charges; (ii) Buyer may correct, or have corrected, at any time Supplies that fail to meet the requirements of this Order; and (iii) Seller will reimburse Buyer for all reasonable costs and expenses that result from any rejection or correction of non-conforming Supplies, including the cost of inspection and/or sorting, whether done internally by Buyer or by a third-party.

(e) Seller will develop and document a corrective action plan upon request by Buyer after receipt of a non-conforming sample and will take whatever measures that are necessary to correct the non-conformity. Buyer, in its sole discretion, may require Seller to inspect the Supplies, at Seller's sole cost and expense, for a commercially reasonable period after discovery of non-conforming Supplies, including without limitation, after the corrective action has been taken.

(f) Payment for non-conforming Supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent or apparent defects.

(g) Seller will retain all documents, data and other records pertaining to the Supplies for the greater of at least four (4) years following the end of the life of the OEM program at issue; the date of the final payment to

Seller under the Order; or the expiration of any applicable warranty periods for the Supplies or of any applicable governmental or industry required retention periods.

(h) Seller will permit Buyer (or a third-party designated by Buyer) to review Seller's books and records concerning compliance with this Order and Seller's overall financial condition. Seller agrees that if Seller experiences any delivery or operational problems, Buyer may, but is not required to, designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that if Buyer provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under this Order, Seller will reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and will grant access to Buyer to use Seller's premises and machinery, equipment, and other property necessary for the production of the Supplies covered by this Order. If Seller becomes a debtor in bankruptcy or surrenders its assets to a lender or state court receiver and, Buyer, to obtain and/or continue the continuous flow of Supplies, participates in a post petition (or post surrender) loan to Seller, Seller acknowledges and agrees that the funds advanced to participate in the loan (including attorneys' fees) shall be deemed "cover" damages within the meaning of section 2-712 of the Uniform Commercial Code.

7. PAYMENT.

(a) Payment shall be made as set forth in this Order (or any related document(s) made part of this Order).

(b) If not otherwise specified in this Order, Buyer's payment for all Supplies received by Buyer in a particular month will be made on the last day of the month following the month in which the Supplies were received by Buyer. If an invoice, with the detail described in Section 2, is not received by Buyer by the 15th day of the month in which payment is normally to be made for Supplies received during the previous month, then Seller acknowledges and agrees that payment will not be due until the last day of a particular month when such invoice is received on or before the 15th day of that month. If the last day of the month on which payment is to be due is not a business day of Buyer, then payment will be made on the next business day of Buyer.

(c) If Buyer has been directed by Buyer's Customer to use Seller as a supplier: (i) Buyer will pay Seller for the Supplies only following and to the extent of Buyer's actual receipt of payment from Buyer's Customer for Buyer's products in which the Supplies are incorporated or, in case of an obsolescence claim by Seller, upon receipt of payment from Buyer's Customer for any such obsolescence claim; (ii) any lengthening of any payment terms by Buyer's Customer will automatically lengthen the payment terms to Seller by like amount; (iii) within three (3) business days of any change in price, specifications or other terms

negotiated or proposed between Seller and the Customer, Seller will notify Buyer in writing and will immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Buyer without Buyer's written consent and a commitment by Buyer's Customer to pay the increased price.

(d) Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on the Supplies provided under this Order.

(e) Payment will be made in US Dollars unless otherwise agreed by the parties in writing.

(f) Seller acknowledges and agrees that no claim related in any manner to payment may be made by Seller to Buyer after one (1) year after Buyer's receipt of Supplies to which such claim relates.

(g) Buyer reserves the right to require, at any time, Seller to accept payment via Automated Clearing House (ACH) method.

8. CHANGES.

(a) Buyer reserves the right to direct changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of the Supplies. Buyer also reserves the right to otherwise change the scope of the work covered by this Order, including work with respect to such matters as inspection, testing or quality control. Seller agrees to promptly make any requested changes. Seller agrees to notify Buyer within ten (10) days, or sooner if required by Buyer's Customer, after receiving notice of a change if Seller expects that the change will result in a difference in price or time for performance. Buyer may request additional documentation from Seller of the need for a different price or time for performance. After receiving all requested documentation, Buyer may, at its discretion, equitably adjust the price or time for performance. If Seller does not provide notice to Buyer within ten (10) business days after a change has been requested that the requested change may result in a difference in price or time for performance, the parties agree that Buyer's requested change will not affect the price or time for performance.

(b) Seller will not make any change in the Supplies' design, processing, packing, marking, shipping, or date or place of delivery except at Buyer's written instruction or with Buyer's written approval.

9. WARRANTIES.

(a) Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and Buyer's Customers, and to users of Buyer's products, that all Supplies delivered to Buyer will: (i) conform to the specifications, standards, drawings, samples, descriptions, and revisions as furnished to or by Buyer; (ii) conform to all applicable laws, orders, regulations, or standards in countries where the Supplies or

vehicles or other products incorporating the Supplies are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act (and the Federal Motor Vehicle Safety Standards); (iii) be merchantable and free of defects in design, materials and workmanship; and (iv) be selected, designed, manufactured, and assembled by Seller based upon Buyer's intended use and be fit and sufficient for the purposes intended by Buyer. The foregoing warranties are in addition to those available to Buyer in law or equity.

(b) The warranty period is the longest of: (i) the applicable warranty period from Buyer to Buyer's Customer accruing from the date Buyer's Customer accepts the Supplies or goods incorporating the Supplies; (ii) the warranty period provided by applicable law; (iii) the warranty period offered by Buyer's Customer to end-users for the products into which the Supplies are incorporated, regardless of the time of acceptance of the Supplies; or (iv) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into this Order, including in Buyer's specifications or quality standards.

(c) At Buyer's request, Seller shall fully participate in any root cause investigation or analysis conducted by Buyer and/or Buyer's Customer relating in any manner to the failure of the Supplies and provide all information requested by Buyer concerning the Supplies. In the event that the root cause analysis of a warranty failure is inconclusive but implicates the Supplies, the extent of Seller's liability to Buyer will be based upon a good faith allocation by Buyer of the responsibility for the warranty failure.

(d) In the event that Buyer or Buyer's Customer (or ultimately the vehicle manufacturer) voluntarily or pursuant to a government mandate, makes an offer to end-users to provide remedial action to address a defect or non-conforming condition of the Supplies (or any of Buyer's goods incorporating the Supplies), in connection with a recall campaign, service action or other corrective action ("Remedial Action"), the warranty shall continue for such time period as may be dictated by Buyer's Customer or the government unit.

10. SELLER QUALITY AND DEVELOPMENT; PPAP; PARTS IDENTIFICATION.

(a) Seller will conform to the quality control standards and inspection systems that are established or requested by Buyer and (to the extent directed by Buyer), those established by Buyer's Customer.

(b) Seller will also participate in supplier quality and development programs of Buyer, and (to the extent directed by Buyer) Buyer's Customer that apply to the Supplies described in this Order.

(c) Seller agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) as specified by Buyer and (as applicable) Buyer's Customer, and agrees to present this information to

Buyer upon request, at the level requested, unless otherwise specifically agreed by Buyer in writing.

(d) Upon PPAP approval for the Supplies, Seller must continue to manufacture the Supplies in strict compliance with the PPAP approval including and may not change or alter in any manner (i) any third party supplier to Seller of the services, raw materials or supplies used by Seller in connection with its performance under the Order, (ii) any facility from which Seller and/or any such third party supplier operates and that relates in any way to the Supplies, or to services, raw materials or Supplies used by Seller in connection with performance under the Order, (iii) the price of any Supplies covered by the Order, (iv) the nature, type or quality of any services, raw materials or Supplies used by Seller or its suppliers in connection with the Order, (v) the fit, form, function, appearance or performance of any Supplies covered by the Order, or (vi) any production method, or any process or software, or any production equipment used in the production or provision of, or as part of, any Supplies under the Order. Seller acknowledges that any change in the Supplies from the approved PPAP level may materially and detrimentally affect the functionality of Buyer's products which incorporate the Supplies and may also affect the safe or required operation of the vehicle in which the assembly is installed.

(e) Seller may seek approval from Buyer for changes in the materials, process or manufacture of the Supplies after PPAP. Buyer may deny its approval for any change for any reason. As a condition precedent to seeking any change or PPAP deviation from Buyer, Seller must: (i) agree to pay all of the costs involved in re-PPAPing the Supplies including any testing which may reasonably be requested by Buyer and/or Buyer's Customer; (ii) agree not to charge more than the price on the Order or, if the manufacturing costs decrease as a result of the changes, pass through the decreased price to Buyer; (iii) agree that all future price decreases previously agreed to by Seller will be implemented; (iv) manufacture a bank of PPAPed Supplies in such quantities as Buyer may require for a successful transition; (v) support Buyer in PPAPing the Supplies; (vi) abide by the decision of the vehicle manufacturer whether to allow deviation from PPAP as final and binding; and (vii) fulfill all of the requirements imposed by the vehicle manufacturer and/or Buyer's Customer on Buyer including, without limitation, payment and/or reimbursement to Buyer for any cost reductions.

(f) All Supplies shall permanently bear Buyer's part number and name or code name, Seller's part number, and Seller's date of manufacture, unless otherwise agreed by Buyer in writing.

11. REMEDIES.

(a) The rights and remedies reserved to Buyer in this Order will be cumulative with and in addition to all other or legal or equitable remedies available to Buyer. Seller is liable for all direct, incidental, and consequential damages (including lost profits), losses,

costs, and expenses incurred by the Buyer resulting from Seller's breach of warranty, its failure to deliver conforming and non-defective Supplies, to comply with the shipping and delivery or other requirements of the Buyer and/or its failure to comply with these terms, even if the Seller has cured the breach. These damages include without limitation costs, expenses and losses incurred directly or indirectly by Buyer: (i) in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Supplies; (ii) resulting from production interruptions at Buyer's, Buyer's Customer's, or any other facility; (iii) conducting or participating in Remedial Action(s) or other corrective service actions; or (iv) resulting from personal injury (including death) or property damage caused by the nonconforming Supplies. Buyer's damages include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor, and materials.

(b) In any action brought by Buyer to enforce Seller's obligations in connection with the production or delivery of Supplies or transition support, for any deviation from PPAP or for possession of property, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach, in addition to Buyer's reasonable attorneys' fees.

(c) If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Supplies, and will participate in and comply with warranty reduction or related programs of Buyer or Buyer's Customer that relate to the Supplies.

(d) If the Supplies or products sold by Buyer which incorporate the Supplies are subject to a Remedial Action, the extent of Seller's liability will be based upon a good faith allocation by Buyer (or Buyer's Customer) of responsibility for the Remedial Action. Buyer will notify Seller as soon as practicable after Buyer learns in writing that a Remedial Action being considered implicates the Supplies, and thereafter provide Seller with the data provided to it by Buyer's Customer relating to the potential Remedial Action. In the event Buyer's Customer sets-off the cost of a Remedial Action against sums due to Buyer and Buyer and/or Buyer's Customer determines, in good faith, that the Remedial Action was caused by the failure of the Supplies to conform to the quality standards and/or warranties set forth in these terms, in whole or in part, Buyer may set-off the costs to Buyer of the Remedial Action against sums due to Seller prior to the allocation of responsibility set forth above.

12. INDEMNIFICATION.

(a) Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of Supplies or services by Seller, its subcontractors, officers, agents, or employees. Buyer shall not be responsible for any injury to person or damage to property resulting from use, misuse or failure of any apparatus furnished to Seller by Buyer, and the use of any such apparatus by Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage. To the fullest extent permitted by law, Seller will defend, indemnify, and hold harmless Buyer, Buyer's successors and assigns, Buyer's Customer (both direct and indirect, including manufacturers of vehicles in which the Supplies are incorporated), and dealers and users of the products sold by Buyer (or the vehicles in which they are incorporated), against all damages, claims, or liabilities and expenses (including attorneys' fees and other professionals' fees, settlements, releases and judgments) to the extent such damages, claims, or liabilities and expenses arise out of or relate in any way to Seller's representations, performance or obligations under this Order or under any legal theory related to the Supplies.

(b) If Seller performs any work on Buyer's or Buyer's Customer's premises or utilizes the property of Buyer or Buyer's Customer, whether on or off Buyer's or Buyer's Customer's premises: (i) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (ii) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises; and (iii) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's Customer (and their respective officers, directors, employees, agents and successors and assigns) harmless from and against any liability, claims, demands, or expenses (including attorneys' fees and other professionals' fees, settlements, releases and judgments) for damages to the property of or personal injuries to Buyer, Buyer's Customer, their respective employees, or any other person or entity to the extent such damages arise out of or relate in any way to Seller's work on the premises or Seller's use of Buyer's or Buyer's Customer's property.

(c) Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Agreement, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the benefit of Seller under Workers' Compensation Acts, occupational disease acts, disability benefits acts or other employee benefits acts.

13. INSURANCE.

(a) Seller shall, at its own cost and expense, maintain and carry in full force and effect general liability, general automotive liability, public liability, workers' compensation liability, contractual liability, property damage (fire, casualty and theft) insurance and any other insurance required by applicable law or by Buyer's Customer. Unless otherwise agreed in writing by Buyer, Seller's insurance coverage shall not fall below the following amounts: (i) workers compensation covering Seller's statutory obligations in the state(s) in which Seller will produce or provide Supplies or federal statutory obligations; (ii) employers liability insurance with limits not less than \$1,000,000 for each accident, disease or employee; (iii) comprehensive general liability insurance, including coverage for products, completed operations, contractual liability, bodily injury and property damage, with limits of not less than \$5,000,000 combined single limit per occurrence (in the form of general liability and/or umbrella coverage); and (iv) automobile and/or vehicle liability, including owned, hired and non-owned vehicles, with limits not less than \$1,000,000 for automobiles and vehicles, \$2,000,000 for trucks larger than pick-ups and \$5,000,000 for tractor-trailer units, combined single limit per occurrence (in the form of automobile and/or vehicle liability and/or umbrella coverage).

(b) All insurance shall be maintained in such amounts and with such deductibles as are commonly carried by prudent businesses similarly situated or as is otherwise required by applicable law. Seller's insurance shall insure against any liability for loss, injury, damage, or claims caused by or arising out of or in connection with the operation of Seller's business including injury to or death of Seller's employees, agents, or any other persons and damage to or destruction of public or private property, shall be primary and non-contributory and shall include a waiver of subrogation in favor of Buyer and Buyer's Customer. Buyer and Buyer's Customer shall be named as additional insureds on the policies for such insurance and Seller shall provide certificates of such insurance to Buyer and additional insured endorsements evidencing the coverage required in this Section 13 that the naming of Buyer and Buyer's Customer are named as additional insureds. Insurance certificates shall state that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence or non-existence of insurance does not release Seller of its obligations or liabilities under this Order. Neither the receipt of a non-conforming insurance certificate and/or additional insured endorsements by Buyer without objection nor Buyer's failure to collect an insurance certificate and/or additional insured endorsements shall constitute a waiver of the insurance requirements set forth herein.

14. COMPLIANCE WITH LAWS.

(a) Seller, and any Supplies supplied by Seller, shall comply with all applicable laws, including rules, regulations, orders, conventions, ordinances or standards, that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the Supplies and services related thereto, including, without limitation, laws relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety, as well as applicable anti-bribery laws including without limitation the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act as amended from time to time. This Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Supplies or in their manufacture shall satisfy applicable governmental and safety constraints on restricted, toxic, and hazardous materials and dangerous goods as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale, destination and any country through which the Supplies will be transported. Seller will indemnify Buyer against, defend Buyer and hold Buyer harmless from any liability claims, demands, or expenses (including attorneys' fees and other professionals' fees, settlements, releases and judgments) relating to Seller's noncompliance under this Section. In addition, Seller shall assure that it and any of its employees or agents shall not offer anything of value to Buyer, its employees, agents, or affiliates to secure business from Buyer or Buyer's affiliates. If Seller learns that any such offer has been made, it must immediately notify Buyer in writing regarding the offer made and all information related thereto. Seller shall also ensure that it and its employees and agents shall not engage in any other corrupt or illegal activities or conduct business with a criminal organization.

(b) During the term of the Order, Buyer's Customer (or, ultimately, the vehicle manufacturer) may ask or require Buyer to disclose the country of origin of the raw materials or components of Buyer's assembly, including, without limitation, the location of the mines from which the minerals were extracted which were used to form such raw materials. Therefore, at Buyer's request, Seller shall provide all relevant information and reporting as may be requested (including, without limitation, information related to Seller's suppliers) and shall certify the origin of such raw materials to Buyer, to enable Buyer to completely, timely and accurately make its disclosures, and will take any other actions reasonably required by Buyer or Buyer's Customer to comply with this Section, including, but not limited to, making inquiries to Seller's suppliers, reasonably assisting Buyer and/or Buyer's Customer in any due diligence required, purchasing or otherwise acquiring access to (and requiring Seller's suppliers to purchase or otherwise acquire access to) any raw material "tracking" software or other products or activities required by Buyer or Buyer's Customer. By way of example (but not a limitation), this section would include the disclosure to Buyer of

information to enable Buyer's Customer (or, ultimately, the vehicle manufacturer) to comply with the Conflict Minerals disclosure mandate under section 1502 of the U.S. Dodd Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) and regulations promulgated thereunder, potential legislation or regulations enacted by other countries or states pertaining to conflict minerals (including but not limited to Canada and the EU), as well as for social policies that Buyer, Buyer's Customer or the vehicle manufacturer wish to pursue. If further guidance on compliance with section 1502 is provided by governmental or regulatory sources from and after the date hereof, Seller acknowledges and agrees that this section will be automatically and without any action required by Buyer modified to require compliance with such additional guidance.

(c) Seller shall comply with all applicable human rights laws, including but not limited to, the principles of the U.N. Global Compact Initiative relating to the protection of human rights, labor standards, abolition of forced labor and child labor, environmental responsibility and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: www.unglobalcompact.org. Seller warrants that neither it nor any of its suppliers shall utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Supplies or provision of services under this Order. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall also comply with Buyer's Supplier Sustainability Guidelines (SSG), Human Rights policies, and all other Buyer policies. Seller shall cooperate with Buyer and support Buyer's compliance activities to ensure the parties' compliance with applicable laws. Without limiting the foregoing, Seller shall (i) complete compliance related questionnaires and surveys; and (ii) perform compliance related audits and inspections; in each instance, on Buyer's request. Seller must also ensure its suppliers' compliance with all applicable laws and Buyer's policies, and Buyer shall be entitled to audit Seller's compliance with these obligations.

15. TERMINATION FOR BREACH OR NON-PERFORMANCE.

Buyer reserves the right to terminate all or any part of this Order, without liability to Seller, if Seller: (i) repudiates, breaches, or threatens to breach any of the terms of this Order, including Seller's warranties; (ii) fails to perform or threatens not to perform services or deliver the Supplies as specified by Buyer in a Material Release or otherwise; (iii) failure to meet the quality requirements so as to endanger timely and proper performance of the Order; (iv) making an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller; (v) a request by Seller for accommodation from Buyer, financial or otherwise, in order to meet its obligations under the Order; (vi) fails to make progress so as to endanger timely and proper completion or

delivery of the Supplies and does not correct the failure within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure; (vii) sells, or offers to sell, a substantial portion of its assets used for the production of the Supplies for Buyer, or sells or exchanges, or offers to sell or exchange, an amount of its stock or other equity interests that would result in a change in control of Seller; or (viii) Seller fails to remain competitive with respect to quality, technology, delivery and pricing of the Supplies. Seller shall notify Buyer within 10 days after entering into any negotiations that could lead to the situation specified in subsection (vii) above, and upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

16. TERMINATION FOR CONVENIENCE.

(a) In addition to any other rights of Buyer to cancel or terminate this Order, Buyer may, at its option, immediately terminate all or any part of this Order at any time by giving written notice to Seller, notwithstanding the existence of any event of force majeure as defined in this Order.

(b) Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will (i) terminate promptly all work under this Order; (ii) transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Seller produced or acquired in accordance with the terms and conditions of this Order and which Seller cannot use in producing goods for itself or for others; (iii) verify and settle any claims by subcontractors for actual costs made unrecoverable by the termination and ensure the recovery of materials in subcontractor's possession; (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (v) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of the Supplies to a different supplier.

(c) Upon termination by Buyer under this Section, Buyer's obligation to Seller will be limited solely to the following: (i) the Order price for all finished Supplies that conform to the requirements of this Order and were not previously paid for; and (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer in accordance with subsection (b)(ii) above. NOTWITHSTANDING ANYTHING TO THE CONTRARY, BUYER SHALL HAVE NO OBLIGATION FOR AND SHALL NOT BE REQUIRED TO MAKE PAYMENTS TO SELLER, DIRECTLY OR ON ACCOUNT OF CLAIMS BY SELLER'S SUBCONTRACTORS, FOR LOSS OF ANTICIPATED PROFIT, UNABSORBED OVERHEAD, INTEREST ON CLAIMS, PRODUCT DEVELOPMENT AND ENGINEERING COSTS, TOOLING, FACILITIES AND EQUIPMENT REARRANGEMENT COSTS OR RENTAL, UNAMORTIZED

DEPRECIATION COSTS, FINISHED GOODS, WORK-IN-PROCESS OR RAW MATERIALS THAT SELLER FABRICATES OR PROCURES IN AMOUNTS THAT EXCEED THOSE AUTHORIZED IN THE FIRM MATERIAL RELEASES, AND GENERAL ADMINISTRATIVE BURDEN CHARGES FROM TERMINATION OF THIS ORDER, UNLESS OTHERWISE EXPRESSLY AGREED TO ON THE FACE OF THE ORDER OR IN A DOCUMENT INCORPORATED INTO THE ORDER.

(d) Buyer's obligation upon termination under this Section shall not exceed the obligation Buyer would have had to Seller in the absence of termination.

(e) Seller will furnish to Buyer, within thirty (30) days after the date of termination (or such shorter period as may be required by Buyer's Customer), its termination claim, which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in subsection 16(c) above. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

(f) Buyer will not have any obligation to make payments to Seller under this section 16 if Buyer terminates Buyer's obligations under the Order because of a default or breach by Seller.

17. TRANSITION OF SUPPLY.

(a) In connection with the expiration, cancellation, or termination of the Order by either party, in whole or in part, for any or no cause (including, without limitation, Buyer's decision to change to an alternate source for manufacture of the Supplies whether or not to a Buyer-owned or operated facility), Seller shall cooperate in the transition of supply. Seller will continue production and delivery of all Supplies as ordered by Buyer, at the prices and in compliance with the terms of the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate seller(s), but in no event will such reasonable time be less than thirty (30) days. Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing.

(b) At no additional cost to Buyer, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components. Seller shall provide all notices necessary or desirable for Buyer to resource the Order to an alternative supplier.

(c) If and when requested by Buyer, Seller will return to Buyer all Buyer's Property in as good condition as when received by Seller (reasonable wear and tear

excepted) and will comply with Seller's obligations relating to Seller's Property in these terms and in relation to subcontracts.

(d) If re-sourcing of the Supplies occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that, upon request, Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and the parties shall engage in good faith negotiations regarding any disputed amount.

18. FORCE MAJEURE, INTERRUPTION.

(a) Any delay or failure of either party to perform its obligations shall be excused if, and to the extent, that it is caused by an event or occurrence without the party's fault or negligence including, but not limited to, acts of God; restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; natural disasters; wars; sabotage; or court injunction or order. Written notice of such delay (including the anticipated duration of the delay) must be given to the other party as soon as possible after the occurrence (but no more than 10 days after). During the delay or failure to perform by Seller, Buyer, at its option, (i) may purchase the Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (ii) may ask Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under this Order; or (iii) have Seller provide the Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in this Order with Seller paying any costs or higher prices incurred in securing Supplies from such other sources. If Buyer requests, Seller shall, within 10 days of Buyer's request, provide adequate assurance that the delay will cease within 30 days of Buyer's request. If the delay lasts more than 30 days or Seller does not provide adequate assurances that the delay will cease within 30 days, Buyer may immediately terminate the Order and any funds previously paid by or on behalf of Buyer shall be promptly returned to Buyer. Labor interruptions, scarcity of raw materials or other supplies, increase in prices of raw materials or other supplies, pandemics, or epidemics shall not constitute Force Majeure and Seller's obligations shall not be excused under any of these circumstances.

(b) In addition to providing notice of any Force Majeure event, Seller must provide immediate notice in writing to Buyer of any expected or potential supply chain interruption including, but not limited to, any expected or potential delays in delivery of Supplies based on delivery schedules, any expected or potential scarcity of raw materials or supplies, whether or not such interruption may be subject to Force Majeure.

19. TECHNICAL INFORMATION DISCLOSED TO BUYER.

(a) Unless otherwise agreed to in writing by Buyer and Seller, no information disclosed in any manner at any time by Seller to Buyer will be deemed secret or confidential.

(b) Seller agrees not to assert any claim against Buyer, Buyer's Customer, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Buyer in connection with the Supplies and services covered by this Order.

20. PROPRIETARY RIGHTS; INDEMNIFICATION.

(a) Seller agrees: (i) to defend, hold harmless and indemnify Buyer, its successors, and customers (including Buyer's Customer) against claims of actual or alleged direct or contributory infringement or inducement to infringe of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret) and against any resulting damages or expenses (including attorneys' and other professionals' fees, settlements, releases and judgments) to the extent such damages or expenses arise out of or relate in any way to the Supplies covered by this Order (including without limitation their manufacture, purchase, assembly, combination, use and/or sale) or under any legal theory related to the Supplies, including such claims where Seller has provided only part of the Supplies, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specifications; (ii) to waive any claim against Buyer, including any hold harmless or similar claim, in any way related to a third-party claim asserted against Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or other proprietary right or misuse or misappropriation of trade secret), including claims arising out of specifications furnished by Buyer; (iii) that Buyer, Buyer's subcontractors, or direct and indirect customers (including Buyer's Customer, and including their affiliates and subcontractors) have the worldwide, irrevocable right and license to repair, reconstruct, rebuild, or make and to have repaired, reconstructed, rebuilt, or made the Supplies without payment of any royalty or other compensation to Seller or any other party, and as to the extent necessary, Seller agrees to grant, and hereby does grant, to Buyer a limited license to any and all intellectual property rights held or controlled by Seller for the purpose of this Section; (iv) that manufactured parts based on Buyer's drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written authorization; (v) to assign, and hereby does assign, to Buyer each invention, discovery, or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of this Order; (vi) that if the sale or use of the Supplies is enjoined or, in Buyer's

sole judgment, is likely to be enjoined, Seller will, at Buyer's election and Seller's sole expense, procure for Buyer the right to continue using the Supplies, replace the same with equivalent non-infringing goods or modify such Supplies so they become non-infringing; (vii) upon completion of this Order, Seller will promptly disclose in an acceptable form to Buyer all such inventions, discoveries, or improvements and will cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (viii) to the extent that this Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire" to the extent that the works do not qualify as "works made for hire" and Seller hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein.

(b) All Supplies or other deliverables provided under this Order (including, for example, computer programs, technical specifications, documentation and manuals) shall be original to Seller and shall not incorporate any intellectual property rights (including copyright, patent, trade secret, mask work or trademark rights) of any third party, unless otherwise expressly agreed by Buyer in writing.

(c) All Supplies or other deliverables provided under this Order, and all related intellectual property rights, are owned by Buyer and not by Seller, unless otherwise expressly agreed by Buyer.

(d) Seller will ensure that the terms of its contracts with its subcontractors will be consistent with the terms of this Section.

(e) In case of any conflict between the provisions of this Section 20 and any confidentiality or non-disclosure agreement in effect between the parties, the provision granting greater rights or remedies to Buyer, or imposing the greater duty, standard, responsibility or obligation on Seller shall govern.

21. SERVICE AND REPLACEMENT PARTS.

So that Buyer can satisfy the current model service and replacement parts requirements of itself or its customers, including Buyer's Customer, Seller agrees to supply Buyer, for a period of 15 years or longer as legally required of Buyer or Buyer's Customer, with Supplies and parts and materials comprising the Supplies. For the first five (5) years of such period, the prices for such Supplies and parts and materials shall be based on the most recent price(s) under this Order, and if the Supplies are systems or modules, Seller agrees to sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in this Order, less assembly costs, plus any actual cost differential for packaging. At the end of such five (5) year period, the price(s) of such Supplies and parts and materials shall take into account differences in the cost of materials, packaging, and costs of production after such period. All of the foregoing components of the price will be documented

to Buyer's reasonable satisfaction, including, but not limited to, set-up detail, machine productivity, scrap allowance, labor inefficiencies and excess raw material requirements. At Buyer's request, Seller will make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

22. CUSTOMER SUPPORT.

(a) Seller shall comply with the applicable terms and conditions of each Customer Contract a pursuant to which Buyer agreed to sell to Buyer's Customer products or assemblies which incorporate the Supplies. This provision specifically includes costs and obligations imposed by warranty programs instituted by the vehicle manufacturer that ultimately purchases Buyer's products or assemblies that incorporate the Supplies if applicable to Buyer by Buyer's Customer. If Buyer is not acting as a tier one supplier, the term Customer Contract shall also include the terms and conditions of the vehicle manufacturer that ultimately purchases Buyer's goods that incorporate the Supplies. Seller will be responsible to ascertain how the disclosed terms affect Seller's performance under the Order. By written notice to Seller, Buyer may elect to have the provisions of the Customer's Contracts prevail over any term of the Order.

(b) In the event that Buyer's Customer is financially troubled, within the reasonable determination of Buyer, and Buyer is able to purchase insurance or obtain a guaranty or otherwise assure payment of amounts due to Buyer from Buyer's Customer (including participation in any government sponsored program), Seller shall pay its pro-rata share of any fees incurred by Buyer to obtain the assurance of payment.

(c) In the event that Buyer's Customer files or has filed against it a petition in bankruptcy or insolvency and, in the course of such proceeding: (i) Buyer permits a reduction in the price(s) paid to Buyer for products incorporating the Supplies, the price paid to Seller for the Supplies from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Buyer by Buyer's Customer, and the Order will otherwise remain in effect without modification; (ii) Buyer's Customer suspends or decreases its purchases of "firm" orders, Buyer shall have the right to suspend or decrease its "firm" orders without liability to Seller; and (iii) Buyer's claims for end of program costs, including, without limitation, excess inventory, obsolescence and/or unamortized costs of any kind or nature are not paid in full or otherwise compromised in good faith, Seller's end of program costs will be reduced pro-rata.

23. CONFIDENTIALITY; BUYER'S PROPERTY.

(a) All non-public, confidential or proprietary information of Buyer, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, hardware, software,

material formulations and compositions, manufacturing processes and methods, business operations, customer or supplier lists, pricing, discounts or rebates, or any information from Buyer's customer disclosed or otherwise made available by Buyer or its agents to Seller, and any representations, compilations, analysis, and summaries of the foregoing, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, or observed or otherwise learned, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement ("Confidential Information") shall be held by Seller in strict confidence and used solely for the purpose of doing business with Buyer pursuant to the Agreement, and may not be otherwise used, disclosed or copied by Seller unless authorized in advance by Buyer in writing. Seller shall restrict access to and limit disclosure of Buyer's Confidential Information to only those of Seller's employees, directors, officers, managers, and advisors with a need to know the information to accomplish the purpose of the Agreement, provided that they have been instructed and are bound in writing not to disclose the Confidential Information or use it for any purpose other than as permitted under the Agreement; and provided further that Seller shall at all times remain fully liable to Buyer for any act or omission by such persons that would constitute a breach of the Agreement if such act or omission had been taken or not taken by Seller directly. Upon Buyer's request, Seller shall (with written certification thereof) promptly return all Confidential Information received from Buyer and promptly and securely destroy any compositions, summaries or other embodiments thereof. Buyer shall be entitled to injunctive relief for any violation of this Section. The obligations of non-use and confidentiality set forth in this Section do not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure as evidenced by Seller's written records; or (c) rightfully obtained by Seller on a non-confidential basis from a third party as evidenced by Seller's written records. The obligations contained in this Section shall not prevent Seller from disclosing Buyer's Confidential Information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Seller provides Buyer prompt notice of such requirement so as to permit Buyer to seek an appropriate protective order to prevent disclosure of all or part of such Confidential Information and Seller reasonably cooperates with Buyer in obtaining such protective order, and provided further that Seller will disclose only that portion of the Confidential Information that Seller is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information. Without limiting the foregoing, Seller will not advertise, publish or otherwise disclose to any third party (other than to Seller's professional advisors, on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to sell Buyer the Goods and Services covered by the Order or use any trademarks or trade names of Buyer in any press release, advertising or

other promotional materials. For the avoidance of doubt, Seller's obligations under this Section shall survive any expiration or termination of the Agreement. No information, including commercial, financial or technical information, disclosed or otherwise made available in any manner or at any time by Seller to Buyer in connection with the Agreement (including any such disclosures predating the Agreement) shall be deemed to be confidential or proprietary information, and Seller shall have no rights against Buyer with respect to any use or disclosure of such information

(b) All tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), and all documents, standards or specifications, trade secrets, information, materials (including whether or not such materials are in any way modified, altered or processed), and other items furnished by Buyer, either directly or indirectly to Seller to perform this Order, whether or not owned by Buyer, or for which Seller is reimbursed by Buyer (collectively "Buyer's Property"), shall remain Buyer's property. Buyer does not guarantee the accuracy of any tooling or dies or the availability or suitability of any supplies or material furnished by it. Seller agrees carefully to check and approve all tooling, dies or materials supplied by Buyer prior to using it. Seller shall assume all risk of death or injury to persons or damage to property arising from use of tools, dies or materials supplied by Buyer.

(c) Buyer's Property will be held by Seller or by a third party, to the extent that Seller has transferred possession of Buyer's Property to a third party (with Buyer's prior approval), on a bailment basis, as a bailee-at-will. Seller bears the risk of loss of and damage to Buyer's Property. Buyer's Property shall be housed, maintained, repaired and replaced by Seller at Seller's expense, shall not be used by Seller for any purpose other than the performance of this Order, shall be deemed to be personalty, shall be conspicuously marked by Seller as the property of Buyer, shall not be commingled with the property of Seller or with that of a third person, and shall not be moved from Seller's premises without Buyer's approval.

(d) Seller shall insure Buyer's Property with full fire and extended coverage insurance for its replacement value. Seller shall take all reasonable precautions: (i) to disclose Buyer's Property within Seller's organization only to those employees who have a need to know in order to fulfill Seller's obligations hereunder and who have agreed to keep the Buyer's Property confidential; and (ii) to prevent any such Buyer's Property from being divulged to third persons not employed by Seller, including having recipients acknowledge the confidential status of such Buyer's Property and agreeing to similar restrictions. This obligation of confidence shall survive termination of this Agreement and will continue for a period of three (3) years thereafter or for as long as the Buyer's Property remains a trade secret, whichever is longer.

(e) Buyer shall have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Only Buyer (or Buyer's affiliates) has any right, title or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's unfettered discretion, to use Buyer's property in the manufacture of the Supplies. Buyer and its affiliates shall have the right to take immediate possession of Buyer's Property at any time without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Likewise, effective immediately upon written notice to Seller, without further notice or court hearings, Buyer has the right to enter the premises of Seller and take possession of all of Buyer's Property. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. Seller grants to Buyer a limited power of attorney to execute and record on Seller's behalf any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property shall be immediately released to Buyer or delivered by Seller to Buyer either (i) FCA transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of Buyer's selected carrier, or (ii) to any location designated by Buyer, in which case Buyer will pay Seller the reasonable costs of delivery. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Buyer's Property.

(f) TO THE EXTENT PERMITTED BY LAW, BUYER SHALL HAVE NO LIABILITY TO SELLER OR ANYONE CLAIMING BY OR THROUGH SELLER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO BUYER'S PROPERTY SUPPLIED BY BUYER. BUYER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH BUYER'S PROPERTY OR CONFIDENTIAL INFORMATION, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

(g) In case of any conflict between the provisions of this Section 23 and any confidentiality or non-disclosure agreement in effect between the parties, the provision granting greater rights or remedies to Buyer, or imposing the greater duty, standard, responsibility or obligation on Seller shall govern.

24. SELLER'S PROPERTY.

Seller, at its expense, shall furnish, keep in good condition, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, and items other than Buyer's Property that are necessary for the production of the Supplies

("Seller's Property"). Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller's Property to produce goods or services for other customers, including aftermarket customers, such goods or services shall not incorporate any of Buyer's logos, trademarks, tradenames, or part numbers. Seller shall not disclose or imply in its marketing efforts that these goods or services are equivalent to those purchased by Buyer. Seller grants to Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the Supplies under this Order upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of these items. This option does not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

25. CUSTOMS; RELATED MATTERS.

(a) For Supplies that are to be imported into the United States, Seller shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's ("US Customs") Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative (for information go to <http://www.cbp.gov/> and find the link to the C-TPAT section). At Buyer's or the Bureau of Customs and Border Protection's request, Seller shall certify in writing its compliance with the C-TPAT. Seller shall provide both Buyer and U.S. Customs access to Seller's facilities and to audit Seller's compliance with the foregoing. If the Supplies are transported via ocean carrier, Seller must also comply with U.S. Customs' Importer Security Filing ("ISF") and provide the necessary data to the freight forwarder selected by Buyer who will act as Buyer's agent for filing of the ISF. All data required for the ISF must be in the freight forwarder's possession not later than twenty-four (24) hours before the Supplies are loaded onto the ocean carrier or such earlier time as the freight forwarder may require. Neither Buyer nor its agents will be responsible for modifying ISFs after the Supplies is loaded onto the ship. Buyer may disallow the shipment of any Supplies if U.S. Customs issues any response other than accepted.

(b) For Supplies to be imported into Canada, Seller shall comply with all applicable recommendations or requirements of the Canada Customs and Revenue Agency's initiative Partner's in Protection ("PIP") (for information go to <http://www.cra-adrc.gc.ca/customs/general/enforemen t/partners/menu-e.html>). At Buyer's or the Canadian Customs and Revenue Agency's request, Seller shall certify in writing its compliance with the foregoing. For Supplies to be imported into Mexico, Seller shall comply with all applicable recommendations or requirements of Mexico's Nuevo Esquema de Empresas Certificadas (NEEC) program.

(c) Export licenses or authorizations necessary for the export of Supplies are Seller's responsibility unless

otherwise stated in the Order, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in filling the Order that Seller purchases in a country other than the country in which the Supplies are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies' purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Seller will mark Supplies "Made in [country of origin]." Seller will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of Supplies is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported.

(d) Supplies and/or containers shall be marked as per the requirements of applicable U.S. law including, but not limited to, 19 CFR §134 (as amended from time to time). Scientific and laboratory instruments shall be legibly and conspicuously so marked by die-stamping, case-in-the-mold lettering, acid or electrolytic etching, engraving, or by means of metal plates securely attached to the Supplies in a conspicuous place by welding, screws, or rivets. If the Supplies are not classifiable as specified above, any method of legible and conspicuous marking is acceptable provided it will require a deliberate and persistent effort to remove such marks of origin. Seller shall also be responsible for compliance with additional regulations and guidelines regarding supply chain security published by US Customs, the Canada Customs and Revenue Agency, and any other government or agency including, but not limited to, the Security and Accountability for Every Port Act of 2006 (the "SAFE Port Act").

(e) Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will provide all information and certificates (including USMCA Certificates of Origin) necessary to permit Buyer to receive these benefits or credits. Seller agrees to fulfill any customs- or USMCA-related obligations, origin marking or labeling requirements, and local content origin requirements, including but not limited to, providing value of non-originating material, country of origin, HTS/harmonized tariff codes, and certificates of eligible and non-eligible materials for USMCA.

(f) Seller shall indemnify and hold Buyer harmless from and against any liability, claims demands or expenses (including attorney's fees or other professional fees) arising from or relating to Seller's noncompliance with

this Section. Seller will be responsible for the full costs of any delay in delivery of the Supplies caused by its failure to comply with the requirements of this Section 25 including, without missing, incomplete, untimely or inaccurate data being furnished to Buyer, Buyer's agents or any governmental authority.

26. SET-OFF; RECOURPMENT.

In addition to any right of setoff or recoupment permitted by law, all amounts due Seller shall be considered net of indebtedness or obligations of Seller. Buyer may set off against or recoup from any amounts due or to become due to Seller any amounts that may be due to Buyer, however and whenever arising. If an obligation of Seller to Buyer is disputed, contingent or unliquidated, Buyer may defer payment of all or a portion of the amount due to Seller until such obligation is resolved. Further, in the event Buyer reasonably feels itself at risk, Buyer may withhold and recoup a corresponding amount due Seller to protect against such risk. For purposes of this Section only, the terms "Buyer" and "Seller" shall include their parent companies, subsidiaries, brother/sister companies and affiliates.

27. NO ADVERTISING.

Seller shall not advertise or publish in any manner the fact that Seller has contracted to furnish to Buyer the Supplies covered by this Order, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials, without first obtaining Buyer's written consent.

28. RELATIONSHIP OF PARTIES.

Seller and Buyer are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other for any purpose. This Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. NON-ASSIGNMENT; RESOURCE REQUESTS.

(a) Seller may not assign or delegate its obligations under this Order without Buyer's prior written consent. Buyer may impose any conditions and restrictions on any assignment by Seller in Buyer's complete discretion. In the event of any approved assignment or delegation by Buyer, Seller shall retain all responsibility for the Supplies, including, without limitation, all related warranties and claims, unless otherwise expressly agreed in writing by Buyer. Buyer shall have the right to assign any benefit or duty under an Order to any third party upon notice to Seller, with or without Seller's consent.

(b) Seller acknowledges that, in a tiered supply chain, Buyer has relied upon Seller's agreement to manufacture the Supplies at the price and on the terms stated in the Order to allow Buyer to fulfill its contract to sell the goods which incorporate the Supplies to

Buyer's Customer. Consequently, Seller may not terminate this Order before expiration. Seller may request that Buyer resource the Supplies to a new supplier. Buyer may refuse to resource the Supplies for any reason. As a condition precedent to any request to resource, Seller must agree to the following: (i) pay to Buyer the present value of any increased price for the Supplies over the expected life of the program prior to the time of resource; (ii) cooperate in all respects with the transition to the new supplier including, without limitation, inspections of current production processes at Seller's facility, licensing any necessary technology to the new supplier, and the removal of all Buyer-owned tooling (including manuals, logs and the like); (iii) reimbursing Buyer for any PPAP costs that it may pay; and (iv) transitioning supply in accordance with these terms. Seller acknowledges that resourcing may be subject to the approval of Buyer's Customer, and if the approval of Buyer's Customer is required the decision of Buyer's Customer is final and binding.

30. SUPPLIERS WITH PARTICULAR NEEDS.

Buyer encourages Seller to use suppliers with particular needs. A supplier with particular needs is a business, which meets one or more of the following conditions: (a) a small business, as defined in Title 15, Section 632 of the United States Code and related regulations; (b) a small business owned and controlled by socially disadvantaged individuals (at least 51% of the business owned and controlled by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more such individuals); and (c) a business that is at least 51% owned by a woman or women who also control and operate the business. Upon Buyer's request, Seller will inform Buyer on an annual basis the percentage, based on a dollar value, of the content of the Supplies provided by suppliers with particular needs as well as the basis for claiming that such content was provided by a supplier with particular needs.

31. BASIC WORKING CONDITIONS.

Seller represents that neither it nor any of its subcontractors or suppliers will not (a) utilize forced labor, regardless of its form; (b) employ any person below the age of 15, unless it is part of a government approved job training, apprenticeship or other program that would be clearly beneficial to its participants; or (c) engage in physically abusive disciplinary practices. Seller further represents when it delivers the Supplies that it has complied with the requirements of this Section. Buyer may retain an independent third party, or request Seller to retain one reasonably acceptable to Buyer, to: (a) audit the Seller's compliance with this Section; and (b) provide Seller and Buyer with written certification of Seller's compliance, including areas for potential improvement. Seller will bear the cost of any third-party audit and certification under this Section, regardless of which party retained the auditor. Buyer, at its option, may accept an audit or certification by Seller in lieu of a third-party certification. For

purposes of this Section, the temporary assignment of employees of one party to the facilities operated by the other party will not affect the status or change the employment relationship of the assigned employees.

32. BUYER'S LIMITED LIABILITY.

Buyer's sole liability under the Order (including its termination, expiration or cancellation) is to pay for the Supplies in accordance with and to pay the specific termination related amounts described in these terms. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANTICIPATED OR LOST PROFITS, INTEREST, PENALTIES OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THIS ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.

33. GOVERNING LAW; JURISDICTION.

Any Order that is issued from or received in the United States is to be construed according to the laws of the State of Michigan, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws provisions that would require application of another choice of law. Any Order that is both issued and received in Mexico is to be construed according to the laws of Mexico, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws provisions that would require application of another choice of law. Any Order that is both issued and received in Canada is to be construed according to the laws of Canada, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of laws provisions that would require application of another choice of law. The address of the Buyer entity identified on the face of the Order is considered the place of issuance and the address of the Seller entity identified as "Vendor" on the face of the Order is considered the place of receipt of the Order. Any litigation arising from this Order may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in court(s) having jurisdiction over any Buyer's location, in which event Seller consents to jurisdiction and service of process in such jurisdiction. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this Order was issued.

34. SEVERABILITY AND INTERPRETATION.

(a) If any term of this Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law.

The remaining provisions of this Order shall remain in full force and effect.

(b) The language of these terms and the Order shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against Buyer or Seller.

35. SURVIVAL.

The obligations of Seller to Buyer survive termination of this Order, except as otherwise provided in this Order.

36. ENTIRE AGREEMENT; MODIFICATIONS; NO IMPLIED WAIVER.

(a) This Order, together with the attachments, exhibits, supplements, or other terms of Buyer specifically referenced in this Order, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Order and supersedes all prior oral or written representations and agreements. This Order may only be modified by a written amendment executed by authorized representatives of each party.

(b) The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require performance at any later time, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any later breach of the same or any other provision of this Order.

37. SALES TAX EXEMPTION.

Buyer certifies that the Supplies purchased under this Order and identified as industrial processing are eligible for state and federal sales tax exemption under the federal identification number indicated on the face of this Order or otherwise provided by Buyer.

38. TOOLING.

(a) Seller shall not purchase any tooling for the account of Buyer or charge Buyer for any tooling except as authorized in the Order or in a tooling purchase order. Seller represents that the price in the Order or the tooling purchase order for the tooling is Seller's cost and that there is no mark-up for profit (unless as authorized in this section).

(b) If Seller is responsible for fabricating or acquiring tooling, such tooling shall: (i) comply with any specifications provided by Buyer (or, where directed by Buyer, those of Buyer's Customer); (ii) be capable of producing Supplies that satisfy the Order, including meeting any volume requirements or estimates provided to Seller during the life of the product as well as satisfying the requirements for service parts. Seller represents and warrants that the tooling fabricated or acquired by Seller does not infringe on the intellectual property of a third-party and shall defend, hold harmless and indemnify Buyer, its

successors and assigns against any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe any intellectual property and against any resulting damages or expenses (including attorney's and other professional fees, settlements and judgments) arising in any way to the tooling including any claim against Buyer that the infringement arose out of compliance with Buyer's specifications. If the use of the tooling for manufacture of the Supplies is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Seller will, at Buyer's election and Seller's sole expense, procure for Buyer to right to continue using the Supplies, modify the tooling so it becomes non-infringing. Time is of the essence for Seller's acquisition or fabrication of tooling. Seller shall provide tooling progress reports on Buyer's request and shall promptly notify Buyer in writing if it believes that the tooling might not be completed by the completion date specified on the Order.

(c) If all or part of the fabrication, modification, repair or refurbishment of tooling will be subcontracted to a third-party toolmaker, the Seller will: (a) give Buyer advance written notice of the identity of the toolmaker and the location of the tooling; (b) inform the toolmaker in writing that it is a bailee-at-will, through the Seller, of tooling owned by the Buyer; and (c) be solely responsible for payments to the toolmaker. The Buyer has no obligation to the Seller or subcontractor other than payment to the Seller of the Order price. If a subcontractor brings an action against the Seller for payment of the tooling, the Seller will not join the Buyer in the action.

(d) The Seller shall be entitled to receive payment only after the tooling is completed. Tooling is not complete until Seller, at its own expense, has successfully completed all required testing (including, for tooling used in connection with motor vehicle parts production, completion of the PPAP process) and has submitted all necessary documentation. Seller shall be entitled to receive payment only after and to the extent of, and in proportion to, Buyer's actual receipt of such reimbursement or other payment from Buyer's Customer.

(e) If Seller's primary business is to fabricate tooling, Seller will be permitted a reasonable profit percentage as indicated by the Order. In the absence of a mutually-accepted profit percentage, Buyer will determine a reasonable profit percentage following the completion of its audit. Seller will invoice Buyer for (and Buyer will only be obligated to pay) the lower of Seller's actual cost plus such profit percentage or the amount set forth in the Order.

(f) Seller will provide to Buyer, as requested, access to Seller's premises and all documentation relating to the tooling, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against the Order. For any tooling or parts thereof that Seller obtains from any third party, Seller will provide Buyer with such access and documentation to the ultimate production source. Seller will have ninety (90) days from the date Buyer

notifies Seller of Buyer's intention to audit Seller to provide the requested access and copies of requested documentation for Buyer's exclusive use and records. Any information submitted following such ninety (90) day period need not be considered by Buyer. The price set forth in the Order will be adjusted to credit Buyer in the amount, if any, by which the price exceeds Seller's actual cost as verified. Seller will not disclose to any third party, except for its attorneys and professional advisors who are required to maintain confidentiality, the results of such tooling audits or any adjustments made by Buyer to the prices and amounts payable to Seller as a result of such audit. Seller will retain (and cause its tooling sub-suppliers to retain) all cost records for a period of three years after receiving final payment of the charges.

(g) To the extent permitted by applicable law, any payments made by Buyer for Buyer-owned tooling that is manufactured by a third-party are expressly

intended by Buyer to be held in trust for the benefit of any subcontractor(s) used by Seller to produce the Buyer-owned tooling that are covered by such payments and Seller agrees to hold such payments as trustee in trust for such subcontractor(s) until Seller has paid the subcontractor(s) in full for the Buyer-owned tooling. Seller acknowledges and agrees that such subcontractor is an intended third-party beneficiary of the terms of this Section relating to the trust and as such, such tooling subcontractor shall have the right to enforce these terms of this Section directly against Seller in subcontractor's own name. Seller agrees that Buyer has no obligation to Seller or Seller's tooling subcontractor under this Section other than making the payment to Seller in accordance with a tooling purchase order. In the event Seller's tooling subcontractor brings an action against Seller under this section, Seller agrees that it will not join Buyer in any such action.

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June 2025