

**PISTON GROUP OF COMPANIES
PURCHASING TERMS AND CONDITIONS**

**Applicable to Piston Automotive LLC, Piston Interiors LLC,
Detroit Thermal Systems LLC and their respective affiliates**

Effective Date: November 13, 2025

These Terms apply when incorporated by reference in a Buyer Purchase Order or in other applicable documentation and as agreed by Buyer and Seller.

1. Offer; Acceptance; Exclusive Terms.

A. Each purchase order or purchase order revision issued by Buyer, as defined below, ("Purchase Order" or "Order") is an offer to the seller identified in the Purchase Order ("Seller") by the entity identified in the purchase order as the buyer ("Buyer") for the purchase of goods and/or services including, but not limited to, those that are ultimately incorporated into automobiles (collectively, "Goods") and includes and is governed by these Piston Group of Companies Purchasing Terms and Conditions, as they may be amended from time to time ("Terms"). The Purchase Order does not constitute an acceptance of any offer or proposal made by Seller, and the Purchase Order, when accepted supersedes all prior agreements, purchase orders, quotations, proposals and other communications regarding the Goods covered by the Purchase Order, except that a prior agreement signed by authorized representatives of both parties (such as an award letter, statement of work or non-disclosure agreement -- but not prior purchase orders for the same part(s) and vehicle program) will continue to apply to the extent not directly in conflict with the Purchase Order including these Terms. Any reference in a Purchase Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Goods in the prior offer or proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Purchase Order. Seller's written acceptance of a Purchase Order, Seller's commencement of any work under a Purchase Order or any other conduct by Seller that recognizes the existence of a contract with respect to the subject matter of the Purchase Order constitutes Seller's acceptance of the Purchase Order, including these Terms. Each Purchase Order is limited to and conditional upon Seller's acceptance of the Purchase Order including these Terms, exclusively. Any additional or different terms and conditions proposed by Seller, whether in Seller's quotation/proposal, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, shall not become part of a Purchase Order, but shall not operate as a rejection of the Purchase Order if Seller accepts Buyer's offer by commencement of work, shipment of the Supplies, or by other means acceptable to Buyer, in which case the Purchase Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. THE TERMS OF THE AGREEMENT ARE EXCLUSIVE. Any modification of these Terms must be expressly stated in the Purchase Order. The Purchase Order can be modified only under Section 39. Buyer is the entity named in the Purchase Order. The Terms are available on Buyer's website. In the event the Buyer is located in Mexico, the terms of the Mexican Supplement, attached hereto as Appendix A, shall apply. In the event the Buyer is Piston Automotive Canada ULC or is another affiliate of the Buyer located in Canada, the terms of the Canadian Supplement, attached hereto as Appendix B, shall apply. SELLER SPECIFICALLY WAIVES ANY REQUIREMENT FOR SIGNED ACCEPTANCE OF A PURCHASE ORDER, AND SELLER AND BUYER EACH WAIVE ANY DEFENSE TO THE VALIDITY AND ENFORCEABILITY OF THE PURCHASE ORDER ARISING FROM ELECTRONIC SUBMISSION OF THE ORDER TO SELLER AND SELLER'S ACCEPTANCE OF THE PURCHASE ORDER IN ACCORDANCE WITH THIS SECTION.

B. A Purchase Order shall also include other provisions applicable to the Buyer's purchase of Goods found on Buyer's general website or as may be provided by Buyer in hard copy form or requested

by Seller. These Terms include, but are not limited to, Buyer's Purchasing Manual; Machinery and Equipment Terms and Conditions Addendum; Supplier Quality Assurance Manual; General Label, Packaging, and Transportation Guidelines; NAO Safety System Supplier Transport Label; Template Specification; Corporate Governance Policy; Insurance Requirements; and other manuals, guidelines and requirements, (together, the "Buyer Guides"), which are incorporated herein by reference. In the event of a conflict between any Buyer Guides and these Terms, the Buyer Guide shall govern. Buyer may modify any Buyer Guides at any time by providing written notice or posting notice of such modified or new Buyer Guides through links provided on Buyer's website at least ten days prior to any modified or new Buyer Guides becoming effective. Seller shall review Buyer's website and the Buyer Guides periodically. Seller's continued performance under an Order without providing written notice to Buyer in accordance with these Terms detailing Seller's objection to any modified or new Buyer Guides prior to the effective date of such modified or new Buyer Guide as to all performance to be provided by Seller after their effective date. These Terms and the Buyer Guides that are applicable to each Order are the Terms that are in effect on the issue date shown on the later of an Order or any Order amendment applicable to such Order. Such provisions may include amendments to these Terms and other obligatory policies and instructions to suppliers. The version of these Terms in effect and published on Buyer's website as of the date of an Order or any renewal or amendment of an Order shall be the applicable Terms to such Order.

2. Quantity and Duration.

A. Subject to Buyer's termination rights, unless specifically stated otherwise in the Purchase Order, the agreement formed by the Purchase Order is binding on the parties for the length of the applicable Original Equipment Manufacturer ("OEM") vehicle program production life (including model refreshes as determined by the applicable OEM customer) for each of the vehicle programs incorporating the parts identified on the Purchase Order or in a long term agreement, and both Buyer and Seller acknowledge the risk of the vehicle program production life being cancelled or extended by the OEM. If the Goods are not utilized by Buyer for the production of automotive parts or systems, the agreement formed by the Purchase Order will be binding for one year from the date the Purchase Order is transmitted to Seller. In such cases, subject to Buyer's termination rights, the Purchase Order will automatically renew for successive one-year periods after the initial term unless Seller provides written notice at least 180 days prior to the end of the current term of its desire that the Purchase Order not be renewed. Notwithstanding the foregoing, if an expiration date is stated in a Purchase Order or related agreement signed by Buyer, the term of the Purchase Order will continue until that date. Unless specifically waived in writing by an authorized representative of Buyer or unless Buyer removes Tooling from Seller necessary for the production of service and replacement parts, Seller's obligations with respect to service and replacement parts will survive the termination or expiration of the Purchase Order for any reason.

B. From time to time, Buyer may provide Seller with estimates, forecasts or projections of its possible future volume or quantity requirements for the Goods and/or the term of a program ("**Projections**"). Projections, unlike a Release, are not binding on Buyer. Seller acknowledges that the Projections, like any other forward-looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or later. Buyer makes no representation, warranty, condition, guaranty or commitment of any kind or nature, express or implied, regarding any Projections or other estimate, forecast or projection provided to Seller, including as to its accuracy or completeness. Seller accepts that Projections may not be accurate and that actual volume or duration could be substantially lesser or greater. Seller acknowledges that this risk, and possible reward, is an aspect of the industry in which Seller and Buyer operate.

C.

(i) Unless otherwise expressly stated in the Purchase Order or other agreement signed by an authorized representative of Buyer, if no other quantity is stated on the face of the Purchase Order or if the quantity is blank or specifies the quantity as zero, “blanket”, “blanket order”, “as released”, “as scheduled”, “as directed”, “subject to Buyer’s production releases”, or similar terms, then, subject to the applicable terms and conditions including these Terms, Buyer will purchase from Seller, and Seller will supply to Buyer, all of Buyer’s requirements for Goods. Buyer will issue releases, manifests, broadcasts or similar material authorization releases (“Material Authorization Releases”) that are transmitted to Seller during the term of the Purchase Order to Seller to specify the delivery locations, shipment dates, and the firm number of units to be shipped on each shipment date for the Goods (each a “**Release**” and together “**Releases**”). Buyer will only be obligated to purchase the firm quantities of Goods specified in a Release to the extent the Release provides a definite date on or by which delivery is required. Seller will deliver all of Buyer’s requirements pursuant to the firm Releases, and Seller shall deliver Goods on such dates and times at the price and on the other terms specified in the Purchase Order or Releases. All references herein to a “Purchase Order” shall include any related Releases, and such Releases are not independent contracts. If the Purchase Order covers services, Buyer is required to purchase such services to the extent expressly stated in a Statement of Work signed by Buyer. Buyer may require Seller to participate in electronic data interchange or similar inventory management program, at Seller’s expense, for notification of Material Authorization Releases, shipping confirmations and other information.

(ii) Lead times for Goods, as and to the extent agreed by Buyer and set forth in a Purchase Order, should be considered by the Buyer in all of Buyer’s requirements. Unless otherwise expressly stated in the Purchase Order or other agreement signed by an authorized representative of Buyer, Seller shall organize its production operations and inventory to be able to meet variations of up to +/- 15% with less than the lead time(s) stated in the Purchase Order, without any change in price. Variations of more than +/- 15%, made with less than applicable lead times may be addressed under Section 11 below. Seller acknowledges and agrees to accept the risk associated with lead times of various raw materials and/or components and Goods if they are beyond those provided in the Purchase Order and authorized Material Authorization Releases.

(iii) Seller must have a tooling and production plan in place that will enable Seller to supply Buyer’s peak daily, weekly and annual requirements for the Goods, including service parts, and Seller capacity as stated in a Purchase Order, long term agreement, or as otherwise agreed by the parties will be based on such tooling and production plan. In the event that Buyer’s peak requirements exceed Seller’s capacity as stated in the Purchase Order, Buyer and Seller will, upon the request of either party, discuss what, if any, additional capital investments, together with expenses directly related to such increased demands, are reasonably required by Seller, and what changes in price or tooling are reasonably required, for Seller to continue to meet such peak requirements. Buyer will have the right to verify all claims regarding additional capital investment and the sole discretion to determine whether to accept applicable changes or to source peak requirements beyond Seller’s capacity stated in the Purchase Order elsewhere. No changes to the Purchase Order or these Terms, other than changes in price or tooling requests directly tied to the need for additional capital investments mutually agreed between Seller and Buyer pursuant to this Subsection are contemplated here.

3. Price.

A. Prices charged for Goods will be stated in the Purchase Order and are not subject to increase for any reason including, but not limited to, increases in raw material or component costs, labor costs, overhead costs, or inflation. Prices may be subject to mandatory decreases if so provided in the Purchase Order. Seller

is solely responsible for any and all transport and unloading charges and costs, customs charges and costs, taxes, tariffs, duties, insurance charges and costs, and any fiscal contribution related to the Goods and all raw materials or components incorporated into the Goods supplied by Seller, unless otherwise expressly stated in the Purchase Order.

B. Seller represents and warrants that the price charged to Buyer for the Goods is at least as low as the price charged by Seller to other buyers under conditions similar to those specified in the Purchase Order and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Seller also represents and warrants that the Goods will remain competitive in terms of price and related commercial terms and conditions, as well as in terms of technology, quality and delivery, with substantially similar goods and services available to Buyer from other suppliers.

C. Seller will participate in Buyer's cost savings and productivity programs and initiatives and will implement Seller's own cost savings and productivity programs and initiatives to reduce Seller's prices.

D. Unless otherwise agreed by the Parties, Seller's price for Goods includes all related export and import customs duties, tariffs, and taxes that are applicable through the pickup location or as designated in a Purchase Order with reference to the applicable Incoterm. Buyer shall own any import drawback rights, if any, including rights developed by substitution and rights that may be acquired from Seller's supplier(s) that Seller can transfer to Buyer. Buyer shall include such provisions in all its subcontracts.

E. Seller's price for Goods includes all payroll and occupational taxes, excise taxes, value-added taxes that are not recoverable by Buyer, and except with the written consent of Buyer, all other taxes, fees, duties, tariffs or other charges applicable to the Goods under the applicable Incoterm or other delivery term; provided, however, that any national, state/provincial and local sales, use, harmonized, excise, recoverable value added, and/or privilege taxes, if applicable, will be identified on Seller's invoice separately from the price. If Seller is obligated by law to charge any excise, value-added and/or similar tax to Buyer, Seller shall ensure that it is invoiced to Buyer and once collected is promptly remitted by Seller to the appropriate government authority, all in accordance with applicable rules so as to allow Buyer to reclaim such excise, value-added and/or similar tax from the appropriate government authority. Seller transfers to Buyer all taxes and fees which are recoverable by Seller and shall cooperate with Buyer to enable Buyer to recover such sums. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If Buyer is required by government regulation to withhold taxes for which Seller is responsible, Buyer shall deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate at a minimum of 30 days prior to payment being due.

4. Invoices.

A. All invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order must reference the Purchase Order number, Purchase Order amendment or Release number, Buyer's part number, Seller's part number (if different), quantity of pieces in the shipment, number of cartons or containers, Seller's name, and bill of lading number.

B. All invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order must include all information appearing in the Purchase Order which is necessary for identification and control of the Goods including, but not limited to, information required by any applicable taxing authority or under any applicable tax law or regulation, and any applicable import declaration number and/or number of any temporary import program.

C. Seller will provide all invoices and/or advance shipping notices for Goods shipped pursuant to each Purchase Order to Buyer at the invoicing address identified in the Purchase Order.

D. No invoice may reference any term separate from or different than these Terms or the terms in the Purchase Order. Any terms referenced in any invoice different than the Purchase Order (including these Terms) are void. Buyer reserves the right to return any invoice or related documents submitted incorrectly. Any payment by Buyer of a nonconforming invoice is not an acceptance of any non-conforming element or terms on such invoice.

5. Payment Terms.

A. Unless otherwise stated in the Purchase Order, Seller's invoices will be payable on the first Friday, which is the later of sixty (60) days following the date of Buyer's receipt of the (i) Goods or (ii) Seller's invoice. All invoicing will be made through electronic data interchange, and all payments will be made by electronic funds transfers or checks. If a payment date falls on a non-business day, payment will be made on the following business day. No payment will be due from or made by Buyer prior to Buyer's receipt of (i) the Goods corresponding to such payment and (ii) Seller's invoice in accordance with Section 4.

B. Notwithstanding the particular payment terms applicable to a Purchase Order: (i) in no event will Seller have a right to payment for Tooling before Buyer is paid by its Customer for such Tooling; and (ii) Buyer may, at its option, upon written notice to Seller, revise its payment terms for Goods to take into account any change in the payment terms of Buyer's Customer(s) applicable to the Goods. "Tooling" means, collectively, all prototype and production tools, dies, fixtures/assembly fixtures, jigs, gauges, castings, molds, patterns, casting patterns, cavities, filters, returnable containers, specifications, related documentation/test reports, and all intellectual property embodied in the foregoing, paid for or to be paid for or otherwise furnished by Buyer (or Buyer's Customer) (with all accessions, appurtenances, modifications, repairs, refurbishments, and replacements to the Tooling) and is included in Buyer's Property. Tooling also includes, as applicable, Seller's Property of any of the foregoing types for which Buyer has an option to purchase under Section 19 below, unless the context requires otherwise.

C. Any amount paid by Buyer for Goods will not be deemed to be a waiver of any breach of the Purchase Order by Seller or any amount otherwise due to Buyer. Any waiver by Buyer of any breach by Seller on one occasion will not preclude Buyer from seeking any recovery from Seller, nor will it preclude Buyer from terminating the Purchase Order for, or constitute a waiver of, any other breach at another time.

D. Buyer may, at any time in its sole discretion, remit payments directly to Seller's subcontractors or suppliers for materials, parts, components, and other goods and services ordered by Seller from such subcontractors or suppliers in connection with Seller's production of the Goods. If Buyer makes such direct payments to Seller's subcontractors or suppliers, Buyer will permanently reduce its next payments to Seller for the Goods, dollar-for-dollar, by the amount of all such direct payments.

6. Quality and Inspection.

A. Seller shall, at Seller's cost, meet all quality, validation, testing, and approval requirements of Buyer; meet all quality requirements of Buyer's Customer(s); comply with the requirements of the Buyer Guides; and participate in Buyer's supplier quality and development programs. Seller will assure that all Goods conform to all specifications, standards, drawings, samples and descriptions including, without limitation, as to quality, performance, fit, form, function and appearance under the Purchase Order; Buyer's specifications as provided in any quote package, statement of work, manual, drawings, or otherwise conveyed to Seller by Buyer; and as stated in any Buyer Guides. Seller is responsible for the quality,

performance, fit, form, function and appearance of all Goods and components and sub-components provided by any sub-tier and subcontractor manufacturers and suppliers used by Seller. Seller shall, at its expense, furnish, keep in good condition, and replace, when necessary, all Tooling, machinery and equipment and other items necessary for the production of the Goods.

B. Buyer may inspect the Goods in process and Seller's facilities at reasonable times, but such inspection or approval shall not constitute acceptance of the Goods or a waiver to insist on strict performance. All Goods shall be received subject to right of inspection and rejection by Buyer and its "Customer" (which term includes, without limitation, Buyer's immediate customers and subsequent original equipment manufacturers and end-users). If Buyer inspects Goods prior to use, Buyer may reject an entire shipment on the basis of sampling testing. Defective Goods and Goods otherwise not in conformity with Buyer's specifications or an Order may be held by Buyer pending Seller's instructions at Seller's risk and expense and, if Seller so directs, may be returned at Seller's expense; provided, if Seller fails to provide written instructions within seven days of notice, Buyer may return the Goods freight collect or otherwise dispose of them at Seller's expense. Payment for the Goods prior to inspection shall not constitute an acceptance thereof or waive Buyer's right to revoke acceptance. Acceptance, whether or not it has been revoked, shall not release Seller's responsibility for defects, non-conformities, warranty or other claims.

7. Delivery; Premium Shipping Costs; Risk of Loss.

A. Deliveries will be made in the quantities and at the times specified in the Purchase Order or Releases. Time and quantity of delivery are of the essence of each Purchase Order and Release. Seller will adhere to shipping directions specified on the Purchase Order or Releases. Buyer will not be required to make payment for Goods delivered to Buyer that are in excess of quantities and delivery schedules specified in Buyer's Releases or in a Purchase Order.

B. Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in Releases will be Seller's sole responsibility unless: (i) the delay or expense was solely the result of actions by Buyer which materially breach Buyer's obligations in the Purchase Order (if such material breach was not caused by Seller); and (ii) Seller provides Buyer with written notice of any claim against Buyer within ten (10) days after the occurrence of the alleged actions of Buyer giving rise to such claim.

C. Notwithstanding any agreement concerning payment of freight expenses, delivery will not have occurred, and the risk of loss will not have shifted to Buyer until the Goods have been received at the specified delivery location and have been accepted by Buyer at that location.

D. Seller shall provide to Buyer with the Goods, in English (subject to any mandatory translation required by any applicable law which Seller shall also provide) and in writing, all information necessary: (a) for the safe installation, use, maintenance and repair of the Goods; and (b) to maximize the efficient use and useful life of the Goods. Prior to and with the shipment of the Goods, Seller shall furnish to Buyer sufficient warning and notice in writing (including material safety data sheets and appropriate labels on the Goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, Customers if applicable, and Buyer's or Customer's respective employees, how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Buyer. If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct, in addition to standard material safety data sheets: (i) a list of all ingredients and/or components in the Goods; (ii) the amount of all ingredients; (iii) information concerning any changes in or additions to such ingredients and/or components; and (iv) other information required by International Material Data Systems.

8. Intellectual Property.

A. “Intellectual Property” means

- (i) trademarks and pending trademark applications, trade dress, service marks, certification marks, logos, domain names, uniform resource locators, trade names and fictional business names, together with all translations, adaptations, derivations, and combinations and like intellectual property rights, together with all goodwill associated with the foregoing,
- (ii) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, renewals, provisionals, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable,
- (iii) works of authorship, all copyrightable works (including software, software tools, source code), and all copyrights including all applications, registrations, and renewals thereof, and all rights corresponding thereto,
- (iv) proprietary formulations, methods, concepts, techniques, know-how, Confidential Information, trade secrets, and other technical information and technology, and rights to limit the use or disclosure thereof by any person or entity,
- (v) mask works,
- (vi) moral rights,
- (vii) all enhancements, improvements, or modifications to any of the foregoing, in all media whether now known or hereafter devised, and
- (viii) copies and tangible embodiments of any of the foregoing in whatever form or medium.

All Intellectual Property owned by Buyer prior to issuance of an Order and Intellectual Property created, developed or acquired by or on behalf of Seller, along with all intellectual property rights relating thereto, (“Developments”) as requested by Buyer in connection with any Purchase Order (including without limitation, as paid for or to be paid for by Buyer under a Purchase Order), are the sole and exclusive property of Buyer. All such Developments shall be work for hire; Seller assigns all rights in and to such Developments, including any Intellectual Property therein, to Buyer. Buyer shall execute such further documents as may be necessary to transfer, record or otherwise enforce Buyer’s rights therein including any Intellectual Property rights, and all related expenses shall be paid by Buyer. Seller will promptly disclose in an acceptable form and assign to Buyer all such information, materials, inventions, and Intellectual Property. Seller will cause its employees to perform any act, including without limitation, executing and delivering any papers necessary to enable Buyer to confirm Buyer’s title to the foregoing and to seek intellectual property protection throughout the world. To the extent that such Developments do

not qualify as “work made for hire,” Seller hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein.

B. Seller acknowledges and agrees that Buyer, or Buyer’s designee(s) (including their affiliates and subcontractors) have the worldwide, irrevocable right to repair, reconstruct, rebuild and relocate, and to have repaired, reconstructed, rebuilt or relocated, Goods delivered under an Order without payment of any royalty or other compensation to Seller.

C. Seller hereby grants Buyer, and Buyer’s present and future affiliates, an irrevocable, non-exclusive, worldwide, royalty-free, paid-up, license, including the right to sublicense, under any and all proprietary rights controlled by Seller or its affiliates, including, without limitation, any patent, copyright, moral, industrial design right, trademark, technical information, know-how, trade secret, or other proprietary right) (“Seller Proprietary Rights”): (i) in the event that this Agreement is terminated by Buyer under Sections 12, 14(A), or 31, and/or (ii) in the event that Seller for any reason (including without limitation requirements imposed on Buyer by Buyer’s Customer) is unable to satisfy the quality, quantity, delivery or related requirements of Buyer for Goods under the Purchase Order and/or additional orders (including, for example and without limitation, in the event of force majeure, or increased demand due to volume requirements for a corrective action, field service action, or recall, or by reason of Seller’s insolvency, or in the event of a required change or expansion in relation to the country(ies) of manufacture or delivery): (A) to make, have made, use, sell, offer to sell, and import the Goods; (B) to copy, modify, use, distribute, publicly display/perform, prepare derivative works of, reproduce in the case of a mask work, and import or distribute in the case of a semiconductor chip product in which a mask work is embodied, any copyrighted or copyrightable portions of such Seller Proprietary Rights relating in any way to Goods; and (C) to do all other things and exercise all other rights in the Seller Proprietary Rights necessary or useful to avoid, remedy and mitigate, as Buyer reasonably determines to be appropriate, all or any portion of any consequences to Buyer, and to any direct and indirect customers of Buyer, arising from any situation under subparagraphs (i) or (ii) above. Seller shall also cooperate with Buyer in the exercise of such license including providing, without restriction on use, reproduction or disclosure, all information and data deemed necessary by Buyer. At no additional cost, Seller hereby grants Buyer an irrevocable, nonexclusive, worldwide license under Seller’s Proprietary Rights that is necessary or incident to the reasonably intended use or application of the Goods. Rights under this Subsection are intended to be subject to 11 U.S.C. § 365(n) and are supplementary to any other rights of Buyer under existing Orders and other agreements with Seller.

D. All Goods or other deliverables provided under an Order (including, for example, computer programs, software, software code, technical specifications, documentation and manuals), shall be original to Seller and shall not incorporate, or infringe upon, any intellectual property rights (including, without limitation, copyright, patent, trade secret, mask work, industrial design right, or trademark rights) of any third party, unless otherwise expressly agreed to in writing by Buyer. Seller agrees: (i) to defend, hold harmless and indemnify Buyer, its successors and Customers against any suit, claim or action for actual or alleged 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) and against any resulting damages or expenses (including attorney’s and other professional fees, royalties, settlements and judgments) arising in any way in relation to sale or use of Goods covered by the Purchase Order (including without limitation their manufacture, purchase, use and/or sale), including such claims where Seller has provided only part of Goods (and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer’s specifications); (ii) to waive any claim (whether known or unknown, and including without limitation contingent or latent claims) against Buyer or Buyer’s Customer(s), including any hold harmless or similar claim, in any way related to a third-party claim asserted against Seller or Buyer or Buyer’s Customer(s) 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; and (iii) 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 Goods, replace the same with equivalent non-infringing goods, or modify such Goods so they become non-infringing.

E. Seller will not assert or transfer to any third party a right to assert against Buyer or its customers any Intellectual Property Rights that Seller has or may have that are applicable to the Goods used or furnished under the Purchase Order.

F. Seller will not sell or otherwise dispose of any Goods that incorporate any Intellectual Property Rights of Buyer to any party other than Buyer unless specifically authorized by Buyer in advance and in writing.

G. Seller shall continue to provide support for any software or software programs incorporated into the Goods ("Software"). If any of the Software is migrated or otherwise modified, converted or rewritten for use with a new or different operating system or database environment, Seller shall immediately (upon general release to Seller's business customers) make the Software available to Buyer, with no additional license fees or other charges for the acquisition of a license by Buyer for use of the Software. Upon request by Buyer, Seller shall deposit and continue to deposit in an escrow account with a third party the most current release of the source code for any Software.

9. Warranty.

A. Seller warrants and represents to Buyer that all Goods shall be: (i) merchantable; (ii) free from failure in the final product as sold to the end user; (iii) free from all defects, including for example, design, workmanship and materials; (iv) fit for the particular purposes for which they are purchased; including the specified form, fit, function and performance as a component and in the component system, as a part of the final product subsystem, in the location within the final products to be sold by Buyer and its Customer and in the environment in which the Goods are or reasonably may be expected to perform; (v) in strict compliance with the specifications, samples, drawings, designs, Seller's advertisements, statements on containers and labels, statements of work and requirements of Buyer and its Customers and other requirements (including performance specifications) approved or adopted by Buyer as of the date of delivery or such other date provided by Buyer in writing; (vi) in strict compliance with all government requirements; (vii) composed of all new materials and components; (viii) produced by experienced and well trained personnel in a professional and workmanlike manner and in accordance with industry best practices; (ix) in conformity with all sales and other information provided by Seller orally or in writing; and (x) free of liens. If there is any conflict or overlap of provisions regarding Seller's warranties, the more demanding provision shall apply. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgement or otherwise, in accepting or performing an Order, shall be null, void, and ineffective without Buyer's prior written consent. Approvals by Buyer of Seller's design drawings, specifications, samples, designs and other Data, are to assist Seller without charge to Seller, but they do not replace, modify or cause Seller to share, Buyer's responsibility and do not waive or limit any warranty of Seller.

B. All warranties will be effective for the longer of (i) the period provided by applicable law or (ii) the warranty period provided by Buyer to its customer; provided, however, that if Buyer or its customer, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods or any parts, components or systems incorporating the Goods are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign, field service action, corrective action, or other customer satisfaction (a **"Remedial**

Action”), the warranty will continue for such time period as may be dictated by Buyer’s customer or the federal, state, local or foreign government where the Goods are used or provided. Notwithstanding any expiration of a warranty period set forth in this Section, Seller will nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Goods fail to conform to the warranties set forth in the Purchase Order. Where applicable, Seller will pay all reasonable expenses associated with determining whether a Remedial Action is necessary.

C. All warranties are intended to provide Buyer with protection from any and all warranty claims brought against Buyer by its Customer(s). This includes, but is not limited to, meeting any Customer-required warranties relating to the Goods or products into which the Goods are incorporated. All such Customer-required warranties are incorporated by reference.

D. The warranties provided for in this Section are in addition to all other warranties, express, implied or statutory, and will survive Buyer’s inspection, test, delivery, acceptance, use and payment of and for the Goods, and inure to the benefit of Buyer, its successors and assigns, and Buyer’s Customers and the users of Buyer’s or its Customers’ products. The warranties provided for in this Section may not be limited or disclaimed by Seller. Buyer’s approval of Seller’s designs, materials, processes, drawings, specifications or the like will not be construed to relieve Seller of any warranties, nor will a waiver by Buyer of any required specification as to any particular Goods constitute a waiver of any such requirements for the remaining Goods to be delivered unless so stated by Buyer in writing.

E. Seller will immediately notify Buyer in writing if Seller learns of any facts, circumstances or conditions, the existence of which causes or threatens to cause imminent breach of any warranties or interruption in Seller’s production of Goods.

F. To mitigate its damages, Buyer may defend any claim that Goods supplied by Seller are defective, in breach of warranty, or otherwise do not meet applicable legal or contractual requirements because such claim may attempt to hold Buyer responsible for problems caused in whole or in part by Seller. Such defense is in the interest of both Seller and Buyer. Seller waives the right to argue that the fact that Buyer took any such position in any way limits Buyer’s right to assert a claim against Seller by Buyer for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

G. Seller shall participate in Buyer’s value added/value engineering and warranty reduction programs to lower the price of Goods. Seller shall promptly advise Buyer in writing of any possible changes to the Goods which would result in cost savings or quality improvement. Seller shall remain competitive with respect to the Goods in terms of quality, technology, price and delivery with any supplier of the same or similar goods during the term of an Order. Should another supplier demonstrate technology and/or offer other terms which results in similar goods of equal or better quality, performance, lower price, or delivery to Buyer during the term of an Order, Buyer may notify Seller in writing of such event and request that Seller replicate such technology and/or terms to the advantage of Buyer, provided that such replication and/or terms would not violate any proprietary rights of any other person. Written notification to Seller will be accompanied by whatever relevant information is available to Buyer regarding such technology and/or terms which is not proprietary to Buyer or any other person or entity, and which Buyer is not prohibited from disclosing. Seller shall have an appropriate period of time as determined by Buyer after receipt of notice to make the Goods competitive and available for delivery. If Seller cannot make the Goods competitive and available for delivery within such period or without violating the proprietary rights of others, Buyer may immediately terminate an Order for cause.

H. All warranties under this Section are assignable by Buyer to its Customers, end users and other third parties without notice to or consent by Seller.

10. Indemnification.

A. To the fullest extent permitted by law, 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 Goods 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 or other property of Buyer furnished to Seller by Buyer, and the use by Seller of any such apparatus or other property of Buyer furnished by Buyer to Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage; and Seller, at its expense, shall defend (at Buyer's request), indemnify, and hold harmless Buyer and its successors, assigns, and Customers (direct and indirect, including manufacturers of vehicles in which Buyer's and Seller's goods are incorporated), dealers, and users of the vehicles, including their respective employees, agents, invitees, subsidiaries, affiliates, successors, assigns, contractors or representatives (collectively "Indemnified Parties") with respect to any claim, demand, action, suit, application, cause of action, assessment or reassessment, charge, judgment, debt, liability, expense, cost, damage, including for damages to property and personal injury (including death), or loss, contingent or otherwise, including loss of value, reasonable professional fees and costs, including the actual reasonable fees and costs of legal counsel and other professionals' fees, and all costs incurred in investigating or pursuing any of the foregoing, or in any proceeding relating to any of the foregoing (collectively a "Claim") that may be brought against an Indemnified Party directly or indirectly related to:

(i) any actual or alleged infringement of any present or future Intellectual Property right or other proprietary right based on Seller's activity under an Order, or the manufacture, sale or use of the Goods: (a) alone; (b) in combination by reason of their content, design or structure; or (c) in combination in accordance with Seller's recommendations, even if Buyer furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications;

(ii) the condition, labeling, engineering, use, misuse, sale, storage, design, manufacture, safety, failure, and other matters relating to the Goods whether or not incorporated in another product, if the damages claimed were not caused solely by Buyer or a third party;

(iii) any act or omission of Seller, its agents, employees or subcontractors arising under or related to an Order, including Seller's provision of inaccurate documentation or failure to provide timely cooperation;

(iv) any injury (including death) to persons or damage to property during the progress of work by Seller on the premises of Buyer or one of its Customers, except to the extent that any such injury (or death) or damage is due solely and directly to the negligence of Buyer or the Customer;

(v) any failure of Goods supplied by Seller to conform to Seller's warranties, Buyer's specifications, or Buyer's quality standards, including, without limitation, all expenses and costs of any Customer warranty charges

claimed or implemented against Buyer, recall, field service action or campaign, corrective action or campaign and the like (whether voluntary or mandated by government authority or Customer) arising from such non-conformance, and/or any flaw or negligence in the design or manufacture of the Goods (recall costs include, without limitation, costs of investigation, testing, notification, training for repairs or replacements; repairs and replacements, attorneys' fees and costs, experts' fees and costs, consultants' fees and costs, engineering, design, development and any other cost or expense associated in any way);

(vi) the selection, installation, use, possession, storage or repair of Bailed Property by or on behalf of Seller;

(vii) payment of toolmakers for Bailed Property;

(viii) any allegations of improper or illegal dispositions of the Goods, except for grossly negligent dispositions by Buyer;

(ix) any countervailing duties or other customs related taxes, tariffs or other charges, or penalties which may be imposed and, to the extent permitted by law, any preliminary dumping duties that may be imposed on the sale of Goods under an Order; and

(x) any lien by subcontractor of Seller or any lower tier subcontractor under it.

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 except for claims that arise as a result of the sole negligence of Buyer. 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.

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 shall take all necessary precautions to prevent the occurrence of any injury (including death) to persons or damage to property during the progress of such performance; (iii) Seller's employees, contractors and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (iv) Seller's employees, contractors and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances, or other mind-altering substances such as but not limited to cannabis or its constituent parts on the premises; and (v) to the fullest extent permitted by law, Seller will indemnify, defend, and hold Buyer and Buyer's Customer (and their respective officers, directors, employees, agents, successors and assigns) harmless from and against any and all liability claims, demands or expenses (including actual attorney's fees and other professional fees, settlements and judgments) for damages to the property of or personal injuries, including death, to Buyer, its Customer, their respective employees or agents or any other person or entity if the claims arise from or in connection with Seller's work on the premises or Seller's use of Buyer's or Buyer's Customer's property or the acts or omissions of Seller, its employees, agents, and/or subcontractors, except for any liability, claim or demand arising out of the sole negligence of Buyer. The Buyer is not obligated to provide any tools, materials

equipment or other personal property to enable Seller to perform on the premises of Buyer or one of its Customers. If Buyer does provide such personal property, it shall be as bailor for the benefit of Seller AS-IS WHERE-IS. Any such permission may be withdrawn by Buyer at any time. Seller shall return all such personal property to the control of Buyer upon demand in the same condition as when provided, reasonable wear and tear accepted. Seller shall have the sole responsibility for the selection, proper and safe use, and protection of such personal property. Seller shall defend and indemnify Buyer and its Customer against all liabilities, claims or damages for injuries or damages to person or property arising out of the selection, use and storage, and loss of such personal property.

C. Buyer will notify Seller after Buyer becomes aware of the basis for a claim against Seller under this Section. Seller will immediately begin to work cooperatively with Buyer to determine the root cause of a defect in or failure of the Goods (and related systems and components).

11. Changes.

A. Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to the Goods under any Purchase Order or Purchase Order amendment including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packing and shipping and the date or place of delivery of the Goods covered by the Purchase Order or to otherwise change the scope of the work covered by the Purchase Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Price and/or timing for delivery of Goods resulting from changes pursuant to this Section may be equitably adjusted by Buyer following Buyer's receipt from Seller of sufficient documentation regarding Seller's costs and/or production timing resulting from such changes. In order for Seller to request a reasonable difference in price or time for performance as a result of a change, Seller must notify Buyer of its request in writing within ten (10) days after receiving notice of a change. Buyer can request additional documentation from Seller to the need for a different price or time for performance, and Buyer has the right to verify all claims or requests hereunder by auditing relevant records, facilities, work or materials of Seller. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, Buyer's requested change will not affect the price or time for performance.

B. Except at Buyer's written instruction or with Buyer's written approval, Seller will not make any change to the Order or the Goods covered by an Order, including, without limitation, design; drawings; components; specifications; materials; processing; packing; marking; shipping; the date or place of delivery; the identity of any third party supplier or the location from which raw materials or components are supplied to Seller; the location from which Seller supplies the Goods; the price of the Goods; the nature, type, grade, or quality of any services, raw materials, components, or goods used by Seller or its suppliers in connection with an Order; the fit, form, function, appearance, performance of any Goods covered by an Order; or the production method, or any process or software used in the production or provision of any Goods under an Order. Any changes by Seller to any Purchase Order or to the Goods covered by the Purchase Order without the prior approval of Buyer's authorized representative shall constitute a breach of the Purchase Order.

12. Security and Solvency.

A. Seller grants to Buyer a security interest ("Security Interest") in the materials, components, contracts, Intellectual Property, and all other property and any proceeds thereof that may be acquired or allocated by Seller for use in the acquisition, assembly, and manufacture of the Goods, including Required Tooling and Bailed Property and in the completed Goods ("Secured Property") to secure Seller's return of any deposits and Seller's performance of other obligations under an Order. The Security Interest attaches at the time the Secured Property is identified in an Order. The Secured Property constitutes and will

constitute continuing security for the performance of Seller's obligations under an Order including the obligation of Seller to repay to Buyer all monies paid on an Order if Seller defaults under an Order. Seller shall cooperate with Buyer and provide documents reasonably requested by Buyer, to enable Buyer to confirm, create and perfect the Security Interest. Seller grants Buyer an irrevocable power of attorney coupled with an interest to execute and file such documents. All Secured Property shall be marked, tagged, or otherwise identified by Seller as being subject to the Security Interest. Buyer may inspect the Secured Property during Seller's normal business hours. Seller shall insure and maintain the Secured Property for the benefit of Seller and Buyer.

B. Upon request by Buyer, Seller shall promptly deliver to Buyer the following financial and other information:

- (i) Upon receipt of an Order, Seller's financial statements for the two most recently ended fiscal years (audited, if available);
- (ii) Within 90 days after the end of each fiscal year, Seller's financial statements for the most recently ended fiscal year (audited, if available);
- (iii) Within 15 days after the end of each fiscal quarter, Seller's financial statements for the most recently ended fiscal quarter; and
- (iv) Any other information that Buyer may reasonably require to demonstrate that Seller will be able to perform its obligations under an Order (including but not limited to production schedules, accounts receivable aging, accounts payable aging, and organizational charts).

C. All financial statements (including interim financial statements) delivered to Buyer under this Section:

- (i) Shall be certified to Buyer by Seller's chief executive officer and chief financial officer unless they are audited financial statements;
- (ii) Shall include a balance sheet, income statement, and cash flow statement;
- (iii) Shall be prepared in accordance with generally accepted accounting principles consistently applied; and
- (iv) If Seller is a subsidiary or other business unit of another organization, shall include financial statements (consolidated or combined) for the total organization and separate financial statements for the specific business unit.

D. Seller represents and warrants to Buyer as of the date of each Order (which representations and warranties shall be deemed repeated as of the date of Seller's acceptance of each Release under an Order and at the time of each delivery under an Order):

- (i) that it is solvent and is paying all debts as they become due;
- (ii) that it is in compliance with all of its loan covenants and other obligations;

(iii) that all financial information provided by Seller to Buyer concerning Seller is true and accurate;

(iv) that such financial information fairly represents Seller's financial condition; and

(v) that all such financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

Seller shall respond in writing within three business days to any written demand by Buyer for assurances (with supporting documentation) of the willingness and ability to perform Seller's obligations. Buyer may upon reasonable notice to Seller conduct a review of Seller's financial and business conditions. Seller shall provide to Buyer annually a written report from an independent financial reporting company acceptable to Seller evaluating Buyer's financial stability and ability to perform an Order. Seller shall provide full cooperation and access to all records and financial personnel to facilitate any such reviews.

E. If Seller experiences any delivery or operational problems related to an Order, Buyer may, but is not required to, designate a representative to be present at Seller's applicable facility to observe Seller's operations, at Seller's cost. If Buyer provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under any Order, Seller shall reimburse Buyer for all costs, including reasonable actual legal and other professionals' fees and costs, incurred by Buyer in connection with such accommodation and shall grant a right of access to Buyer to use Seller's premises, machinery, equipment and other property necessary for the production of Goods covered by such Order (and a lien to secure the access right) under an access and security agreement prepared by Buyer providing reasonable compensation to Seller.

F. Seller shall pay all costs associated with a third-party evaluation and report. Buyer may immediately terminate or suspend an Order or, including for clarity, Release without any liability of Buyer to Seller except for payment of Goods previously delivered and in compliance with an Order upon the occurrence of any of the following or any other similar or comparable event: (i) insolvency, liquidation or dissolution of Seller; (ii) Seller's inability to promptly provide Buyer with adequate and reasonable assurance of Seller's financial capability to perform timely any of Seller's obligations under any Order; (iii) filing of a voluntary petition in bankruptcy by Seller; (iv) filing of an involuntary petition in bankruptcy against Seller; (v) appointment of a receiver/manager or trustee for Seller; (vi) Seller becomes subject to any order in connection with any insolvency legislation in any jurisdiction; (vii) cessation of Seller's normal operations; (viii) execution of an assignment for the benefit of creditors of Seller; or (ix) any proceeding similar to those listed above in any foreign country. Seller shall respond in writing within three business days to any written demand by Buyer for assurances of the willingness and ability of Seller to perform Seller's obligations.

13. Remedies for Breach by Seller.

A. Seller shall be in default: (i) if Seller fails to perform any obligation within the time specified in an Order or Release or any extension thereof granted by Buyer in writing, or upon Buyer's demand if no time has been specified; (ii) if Seller fails to make progress in the performance of any obligation so as to make Buyer reasonably apprehensive about Seller's ability or willingness to perform its obligations (this includes, without limitation, failure to timely purchase raw materials or components for the Goods); (iii) if Seller repudiates or is in breach of any provisions of an Order, including Seller's warranties; or (iv) if Seller's performance of its obligations, or if any of the Goods, are found at any time to be defective in design,

material or workmanship, or otherwise not in conformity with the requirements of an Order, specifications, quality requirements, or Buyer Guides, and if in any of these defaults, the effect of which default can be cured, Seller does not cure such failure within seven calendar days or such longer period as Buyer may authorize in the notice of default. Without limitation, time, quality and quantity requirements for Seller's performance are of the essence of an Order.

B. Upon Seller's default, Buyer may by written notice of default to Seller, in addition to such other rights, remedies and choices as it may have under an Order or by law, at its option and sole discretion take one or more of the following actions: (i) rescind, cancel or terminate an Order; (ii) reject and return non-conforming or defective Goods at Seller's expense; (iii) require Seller to inspect the Goods and remove and replace non-conforming or defective Goods with Goods that conform to an Order; and/or (iv) take any other action at Seller's cost which Buyer determines in its reasonable judgment is necessary to cure Seller's default and/or mitigate the effect of Seller's default. If Buyer elects option (iii) and Seller fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option and Seller's cost, inspect and repair or replace the Goods. Buyer may take remedial and other action based on one or more Sections of this Agreement as alternative and/or cumulative basis. Seller shall continue performance of an Order to the extent not terminated and shall be liable to Buyer for any excess costs, direct or indirect, for alternative products or services. Buyer, at its sole discretion, may also elect to extend the delivery schedule and/or to waive other deficiencies in Seller's performance; in which case an equitable reduction in an Order price shall be established by Buyer to compensate Buyer for its damages. If Seller for any reason anticipates difficulty in complying with a required delivery or other date, or in meeting any of the other requirements of an Order, Seller shall promptly notify Buyer in writing of the potential default, the cause thereof, and the estimated length of the anticipated default. Buyer is under no obligation to waive any default.

C. At Buyer's request, upon Seller's default, Seller shall reimburse Buyer for all direct, indirect, incidental, consequential and special damages, and damages for lost profits, revenue and opportunity and for business interruption related thereto, including but not limited to, costs, expenses and losses incurred directly or indirectly by Buyer or its Customers: (i) in inspecting, sorting, repairing or replacing non-conforming Goods; (ii) resulting from production interruptions; (iii) in conducting any Recall or other corrective service actions; (iv) in meeting delivery schedules (such as premium freight); (v) transitioning supply to a new source due to Seller's breach; or (vi) resulting from personal injury (including death) or property damage. Consequential damages include reasonable actual legal and other professionals' fees and costs, and expert fees and costs incurred by Buyer.

D. Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Order by Seller with respect to its delivery of Goods to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and interlocutory, temporary, preliminary, and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages, without bond or other security being required.

E. Seller's continued holding of the Goods or Furnished Property, after demand has been made by Buyer for delivery, will substantially impair their value, and Buyer shall be entitled to a court order for possession without bond. Seller shall continue to sell Goods under an Order during any dispute with Buyer provided Buyer continues to pay Seller amounts owed in excess of any right of offset.

F. A delay by Buyer in notification of a breach or making a claim shall not constitute a waiver of a breach or remedy. No waiver of a breach of any provision of an Order by Buyer shall constitute a waiver of any other breach, or of the breached provision itself. No claim or right of Buyer arising under, or related to, an Order can be discharged in whole or in part by a waiver or renunciation unless supported by additional consideration and in writing signed by Buyer.

G. Seller shall reimburse Buyer for all reasonable and actual attorney fees and costs, expert fees and costs, and other costs incurred by Buyer in enforcing the terms of an Order or arising in any way in connection with any default or breach by Seller.

14. Termination.

A. Buyer reserves the right to terminate all or any part of a Purchase Order, or any other Purchase Order or agreement between Buyer or Buyer's affiliate(s) and Seller or Seller's affiliate(s), without liability to Seller and Seller's affiliate(s), (1) if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Purchase Order, including without limitation Seller's warranties, (b) fails to perform or threatens not to perform services or deliver Goods or Tooling as and when specified by Buyer, (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Supplies or Tooling and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach, (d) sells or offers to sell a substantial portion of its assets used for the production of Goods 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 (e) fails to remain competitive with respect to quality, technology, delivery and pricing of the Supplies; or (2) if Seller or Seller's affiliate repudiates, breaches, or threatens to breach any of the terms of any other Purchase Order or agreement between Buyer or Buyer's affiliate(s) and Seller or Seller's affiliate(s). Seller shall notify Buyer within ten (10) days after entering into any negotiations that could lead to the situation specified in clause (d) above; upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

B. Buyer's Right to Terminate for Convenience.

(i) In addition to any other rights of Buyer to cancel or terminate a Purchase Order, Buyer may, at its option, upon at least thirty (30) days' written notice, or, if applicable, such shorter period as may be required by Buyer's Customer, and in its sole discretion, terminate all or any part of a Purchase Order at any time and for any reason, and notwithstanding the existence of any event of force majeure under Section 31. Buyer may also, at its option, and in its sole discretion, terminate all or any part of a Release at any time and for any reason, and notwithstanding the existence of any event of force majeure under Section 31.

(ii) Upon receipt of notice of termination pursuant to this Subsection B, Seller, unless otherwise directed in writing by Buyer, will: (a) immediately terminate all work under the Purchase Order or the Release; (b) upon Buyer's written request, transfer title and deliver to Buyer the usable and merchantable finished Goods and raw materials/components that Seller produced or acquired in accordance with Release amounts under the Purchase Order and which Seller cannot reasonably use in producing goods for itself or for others; (c) take actions reasonably necessary to protect property in Seller's possession which Buyer has an interest; and (d) upon Buyer's request, cooperate with Buyer in effecting the resourcing of the Goods covered by the Purchase Order to an alternative supplier designated by Buyer, including, without limitation, building a bank of Goods, sharing information, and preparing Tooling for transfer to the alternative supplier.

(iii) Upon termination of a Purchase Order by Buyer under this Subsection B, Buyer will be obligated to pay Seller only the following: (a) the Purchase Order price for all finished Supplies in the quantities ordered by Buyer as stated in firm Releases that conform to the requirements of the Purchase Order and for which Seller has not been paid, (b) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer in accordance with Subsection (B)(ii)(b)

above and as stated in firm Releases, (c) Seller's reasonable actual costs of settling regarding its obligations to subcontractors required under the Purchase Order, to the extent directly caused by termination, but limited to the amount of any firm quantities of Supplies and raw materials / components specified in related Releases issued by Buyer and then outstanding; (d) Seller's reasonable actual cost of carrying out its obligation under Subsection (B)(ii)(c), and (d), if applicable, amounts due in connection with Transition Support under Section 14(D). below. Notwithstanding any provision 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, testing, and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts that exceed those authorized in the Purchase Orders or firm Releases, or general administrative burden charges from termination of the Order, unless otherwise expressly agreed to in writing by Buyer in a separate Order issued by Buyer.

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

(v) Seller will furnish to Buyer, within one (1) month after the date of termination under this Subsection B (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 14(B)(iii) above. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

(vi) Buyer will not have any obligation under Subsections 14(B)(iii), (iv), or (v) above if Buyer terminates Buyer's obligations under the Purchase Order under Section 14(A), Section 12, or Section 31, and any termination shall be without prejudice to any claims which Buyer may have against Seller.

C. Because Buyer's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, Seller has no right to terminate any Purchase Order except as follows: Seller may terminate the Purchase Order only for non-payment of the purchase price for Goods which are thirty (30) or more days past due and material in amount, and then only if: (i) Seller first provides Buyer written notice specifying the amounts past due (including the relevant Purchase Order and invoice numbers and date) and Seller's intent to terminate the Purchase Order if the past due amount is not paid; and (ii) Buyer, within sixty (60) days of such notice, does not either: (a) pay the past due amounts, or (b) notify Seller that the amounts claimed to be unpaid are disputed by Buyer. Seller may not terminate or cancel the Purchase Order for any reason except as permitted under this Section. Seller may not suspend performance of the Purchase Order for any reason.

D. In connection with the expiration of any Purchase Order, or the termination of any Purchase Order by either party, in whole or in part, or Buyer's other decision to change to an alternate source of Goods (including but not limited to a Buyer-owned or -operated facility) ("alternative supplier"), Seller shall cooperate with Buyer and will take such actions as may be reasonably required or requested by Buyer to transition production of the Goods from Seller to an alternative supplier including, without limitation, the actions set forth below (collectively, "Transition Support"):

(i) Seller will continue production and delivery of all Goods as ordered by Buyer, at the prices and other terms stated in the Purchase Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternative supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Goods as needed;

(ii) at no cost to Buyer, Seller will (a) 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, and (b) will provide all notices necessary or desirable for Buyer to resource the Purchase Order to an alternative supplier;

(iii) when requested by Buyer, Seller will return to Buyer all Buyer's Property in as good a condition as it was when received by Seller (reasonable wear and tear excepted);

(iv) will comply, and cause Seller's subcontractors to comply, with Seller's obligations relating to Seller Proprietary Rights and Seller's Property under the Order including these Terms (see, e.g., Section 8 and Section 19) and with comparable subcontractor obligations (see Section 21 below), as applicable;

(v) 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 as expressly requested by Buyer in writing; and

(vi) at Buyer's option: (a) assign to Buyer or an alternative supplier any or all supply contracts or orders for raw material or components relating to the Purchase Order; and (b) sell to Buyer, at Seller's cost, any or all inventory and/or work in process relating to the Purchase Order.

If the transition 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 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 pay the disputed portion into third-party escrow for disbursement in accordance with the dispute resolution provisions of this Agreement or as otherwise mutually agreed by the parties in writing.

15. Limitation of Damages. UNDER NO CIRCUMSTANCES SHALL BUYER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFIT, REVENUE, OPPORTUNITY, OR BUSINESS INTERRUPTION.

16. Assignment. Assignment by Seller of an Order or any interest therein, or any payment due or to become due to Seller, without the prior written consent of Buyer, shall be void and not binding on Buyer. Subcontracting any part of an Order without the prior written consent of Buyer is prohibited. Buyer shall not be obligated to any subcontractor for the product or services of any subcontractor whether or not Buyer has consented to or designated a subcontractor. Approval of a subcontractor is not a release or waiver of any obligation of Seller or right of Buyer. Subcontracts related to Seller's performance under an Order shall automatically be for the benefit of Buyer without obligating Buyer. Seller is responsible for all actions or inactions of any subcontractor and shall bind its subcontractors for the benefit of Seller and Buyer to perform its obligations under these Terms. Buyer may assign or subcontract any of its rights or obligations and Seller waives any right to demand adequate assurances of performance. Seller consents to the issuance by an Affiliate of Buyer of a Purchase Order that replaces in part or in whole an existing Order and is binding on Seller without acceptance by Seller. These Terms and other provisions of an Order shall apply to the replacement. If the replacement requires a change in Seller's obligations, such as a change in the place of delivery, it shall be treated as a change of an Order under these Terms.

17. Bailed Property/ Buyer's Property; Tooling.

A. All supplies, materials, Tooling, equipment, machinery, blueprints, designs, specifications, drawings, photographic negatives and positives, artwork, copy layout, electronic data, intellectual property, consigned material for production or repair, proprietary information of Buyer or its Customers, and other items furnished by Buyer (or Buyer's customers), either directly or indirectly, to Seller or to any sub-supplier of Seller in connection with or related to any Purchase Order, or for which Seller has been at least partially reimbursed by Buyer (collectively, "Bailed Property" or "Buyer's Property") will be and remain the property of Buyer (or Buyer's Customers, as applicable) and be held by Seller on a bailment at-will basis. Any and all goods manufactured by Seller with the use of Buyer's Property may not be used for Seller's own use or manufactured or provided (or offered to be manufactured or provided) to third parties without Buyer's express written authorization. Seller acknowledges and agrees that Buyer's Property may be covered by one or more patents, patent applications or copyrights owned by Buyer.

B. Bailed Property will be held by Seller or by a third party, to the extent that Seller has transferred possession of Bailed Property to a third party, on a bailment basis, as a bailee-at-will. Seller bears the risk of loss of and damage to Bailed Property, and Seller, at its own expense, will keep Bailed Property fully insured for the benefit of Buyer, naming Buyer as the loss payee and an additional insured. The Bailed Property will at all times be properly housed, maintained, repaired and replaced by Seller at Seller's expense, will not be used by Seller for any purpose other than the performance of the Purchase Order, will be deemed to be personal property, will be conspicuously marked by Seller to identify it as the property of Buyer and indicate Buyer's name and address, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without the prior written approval by Buyer. Seller will maintain a written inventory of all Bailed Property that sets forth a description of the location of all Bailed Property and will provide a copy of this index to Buyer upon request. Seller, at its expense, will maintain, repair and refurbish Bailed Property. All replacement parts, additions, improvements and accessories for such Bailed Property will automatically become Buyer's property upon their incorporation into or attachment to the Bailed Property. Any missing components of, or inserts to, any Bailed Property will be replaced by Seller.

C. Buyer may, at any time, for any reason and without payment of any kind, retake possession of or request return of any Bailed Property, without the necessity of obtaining a court order and without payment of any kind. Upon Buyer's request, the Bailed Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packaged and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer will pay to Seller the reasonable cost of delivering such Bailed Property to such location. Notwithstanding anything in these Terms and Conditions to the contrary, Buyer may commence an action or proceeding to obtain possession of the Bailed Property in any federal or state court having competent jurisdiction. Only Buyer (and, if applicable and directed by Buyer, Buyer's Customer) has any right, title or interest in Bailed Property, other than for Seller's right, subject to Buyer's unfettered discretion, to use Bailed Property in the manufacture of Goods under a Purchase Order issued by Buyer. Seller agrees to cooperate with Buyer if Buyer elects to take immediate possession of Tooling or other Bailed Property. Buyer shall be entitled to institute and prosecute proceedings in a court to obtain temporary and/or permanent injunctive or other equitable relief to enforce any provision hereof without necessity of posting bond or proof of actual injury or damage.

D. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER WAIVES ANY LIENS, INTERESTS, OR OTHER RIGHTS OR INTERESTS THAT SELLER MIGHT OTHERWISE HAVE ON ANY OF THE BAILED PROPERTY, INCLUDING, WITHOUT LIMITATION, FOR WORK PERFORMED ON SUCH PROPERTY AND FOR THE PURCHASE PRICE OF ANY GOODS MANUFACTURED OR PRODUCED UNDER A PURCHASE ORDER. Seller warrants that no lien shall be filed by Seller or anyone claiming under or through Seller against Buyer, the Goods, the Bailed Property, the site for delivery or installation of the Goods, or Buyer's customer, for materials, labor, services,

equipment or goods furnished as part of the Goods or Bailed Property. Seller agrees not to file or otherwise assert or prosecute or suffer or permit, any mechanic's, storage, materialman's, or other type of liens to be filed or continued against any property of Buyer. Seller shall insert the prior sentence in any lower tier subcontract or purchase order for labor, equipment or materials furnished. If any such lien shall be filed by Seller's direct subcontractor, or any of its lower tier subcontractors, Seller shall take any and all steps necessary for the immediate release and discharge of such lien, in the manner required by applicable law, upon demand by Buyer. Seller shall secure and furnish to Buyer and its Customer, upon request, a waiver of lien from each subcontractor under it.

E. Seller acknowledges and agrees that (i) Buyer is bailing the Bailed Property to Seller for Seller's benefit; (ii) Buyer does not guarantee the accuracy of, or the availability or suitability of, the Bailed Property and HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, CONDITION, OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; (iii) Seller agrees carefully to check and approve, for example, all Bailed Property (including, for example, dies or materials supplied by Buyer) prior to using it, including that it is suitable and fit for its intended purpose; (iv) Seller shall assume all risk of death or injury to persons or damage to property arising from the use of Bailed Property; (v) Buyer will not be liable to Seller or anyone claiming by or through Seller for any loss, damage, injury (including death) or expense of any kind or nature caused, directly or indirectly, by the Bailed Property including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, and including, without limitation any anticipatory damages, loss of profits or any other indirect, incidental, special or consequential damages; and (vi) SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

F. Seller authorizes Buyer to file a financing statement or similar document with the appropriate filing authority(ies) to give notice of Buyer's ownership interest in the Bailed Property. Failure to file a financing statement will not alter or affect Buyer's ownership rights to the Bailed Property. Seller will provide Buyer, upon Buyer's request, with a written inventory of all Bailed Property.

G. In the event of any dispute between Buyer and Seller regarding whether any Bailed Property is owned by Buyer or Seller, the Bailed Property subject to the dispute will be presumed to be owned by Buyer pending resolution of the dispute, and Buyer will have the right to immediate possession of the Bailed Property pending resolution of the dispute (and Seller may not withhold delivery of possession of the Bailed Property subject to the dispute to Buyer pending such resolution), but will remain subject to any claim or right to payment of Seller for the disputed amounts (despite Seller's relinquishment of possession).

H. Unless a Purchase Order is issued on a fixed-price basis, the price of the Tooling will not exceed the lowest of: (i) the maximum amount reimbursable specified on the Purchase Order; (ii) the Seller's actual verified costs of acquiring the Tooling from a toolmaker without markup; or (iii) the Seller's actual verified costs of fabrication of the Tooling (subject to applicable Buyer's guidelines). Buyer shall have access to Seller's premises, prior or subsequent to any payment, to inspect work performed and to verify charges submitted by Seller against a Purchase Order or amendment. Seller further agrees to retain all cost records for a period of two (2) years after receiving final payment of the charges.

I. To the extent permitted by applicable law, any payments made by Buyer for Tooling are expressly intended by Buyer to be held in trust for the benefit of any subcontractor(s) used by Seller to produce the Tooling that are covered by such payments and Seller agrees to hold such payments as trustee in express trust for such subcontractor(s) until Seller has paid the subcontractor(s) in full for the Tooling. Seller acknowledges and agrees that such subcontractor is an intended third party beneficiary of the terms

of this Subsection I relating to the express trust and as such, such Tooling subcontractor shall have the right to enforce these terms of this Subsection I. 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 order. In the event Seller's subcontractor brings an action against Seller under this Section, Seller agrees that it will not join Buyer in any such action.

J. If the Buyer issues a Purchase Order for Tooling, the Seller will design and fabricate, rework, or acquire Tooling that fully conforms to the specifications and other requirements of the Buyer. The Tooling must be capable of producing the appropriate volume projections for the Goods during the life of the part as well as satisfying the requirements for Service and Replacement Parts under Section 32. Tooling may not contain or be marked in any manner with the name of any person or entity other than the Buyer (or if applicable and as directed by Buyer, with the name of Buyer's Customer). The Buyer, at any time, including prior to payment, may ask the Seller to provide status reports on the construction or acquisition of the Tooling. Each status report will identify the Tooling, identify any subcontractors working on the Tooling, state the percentage of completion of the Tooling, and state the percentage of sunk costs already expended. The Tooling is subject to inspection by Buyer at any time during normal business hours. If, at any time, the Seller believes that the Tooling might not be completed by the completion date specified in the Purchase Order (or at the time required consistent with any other order, for example relating to Goods to be produced using the Tooling), the Seller will notify the Buyer as soon as practicable. Sending this notice will not relieve the Seller of either its obligation to complete the Tooling on the completion date or its liability for any additional costs incurred by the Seller or the Buyer as a result of any delay. The Seller, at its own expense, will manufacture the requisite number of sample Goods or other goods using the Tooling in order to successfully complete the Buyer's approval process, and this shall be done in sufficient time to permit subsequent correction by Seller of any faults or defects before the completion date specified in the Purchase Order. Prior to shipment, Seller, at Seller's expense, shall inspect samples manufactured from the Tooling to be supplied hereunder and shall certify results in the manner requested by Buyer. Unless otherwise stated in the Purchase Order, the Seller has no claim for payment for Tooling until the Buyer has approved the Tooling. The Seller's warranties for Tooling are the warranties for Goods under this Purchase Order (including these Terms), including Section 9. Buyer expressly disclaims liability for damage to persons or property, resulting from the use of the Tooling, and Buyer's warranty disclaimers and the limitation of liability under Section 17(E) for Buyer's Property are applicable to Tooling. If all or part of the fabrication, modification, repair or refurbishment of the Tooling will be subcontracted to a third-party toolmaker, the Seller will: (i) inform and obtain the approval of the Buyer in advance; (ii) inform the toolmaker in writing that it is a bailee-at-will, through the Seller, of Tooling owned by the Buyer; (iii) obtain a written agreement from the subcontractor to be bound by these Terms and make Buyer a third party beneficiary to such agreement and (iv) be solely responsible for payments to the toolmaker. The Seller will defend and indemnify the Buyer for all costs incurred (including actual fees for attorneys, consultants and experts) in connection with any claim that challenges the Buyer's sole right, title and interest in the Tooling, or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions. The Seller will, at its expense, use the Tooling in compliance with all applicable laws, regulations, orders, and standards and also maintain the Tooling, including its repair or replacement, in the condition necessary to produce the Goods in accordance with any and all standards, specifications or instructions furnished by Buyer and be responsible for all wear and tear. In the event the Seller fails to comply with any of the requirements of a Purchase Order, and the Buyer determines that it is necessary to either take possession of the Tooling or have it relocated, the Seller will provide the Buyer or its designees with any technical information for the Tooling requested by the Buyer or its designees that is required for the relocation, installation, assembly, maintenance, certification, or use of the Tooling. Nothing herein contained or capable of being inferred from any possession of Tooling by Seller shall obligate Buyer in any way to purchase Goods or other goods from Seller or to create any defense in favor of Seller, whether by setoff, contract, or otherwise, to any demand by Buyer for possession of the Tooling.

18. Transfer of Title to Purchased Property. Seller transfers to Buyer title to all Tooling and other Goods which are subject to the Purchase Order (“Purchased Property”) upon the earlier to occur of (i) Seller’s commencement of manufacture, production, or fabrication of such Purchased Property, or (ii) acquisition of such Purchased Property by Seller from Seller’s subcontractor or supplier of the Purchased Property, as applicable. Title to all Purchased Property will transfer to Buyer even if Seller has not been paid (in full or in part) for the Purchased Property; provided that Buyer will not be relieved of its obligation to pay for the Purchased Property pursuant to the Purchase Order. Purchased Property is identified to the Purchase Order at the time that manufacture, production, or fabrication of the Purchased Property is commenced. To the fullest extent permitted by law, Seller waives, releases and discharges all liens, claims, interests and encumbrances it has or may have with respect to Purchased Property, other than Seller’s right to be paid for the Purchased Property pursuant to the Purchase Order. Seller authorizes Buyer (in Buyer’s discretion) to file any financing statements or other documents on behalf of Seller evidencing that Seller’s interest in Purchased Property is strictly a bailment interest in accordance with Section 17. Seller grants to Buyer a continuing security interest in any alleged right or interest it may have in the Purchased Property. Any payments made by Buyer for Purchased Property are expressly intended by Buyer to be held in trust for the benefit of any subcontractors or suppliers used by Seller to manufacture, produce, or fabricate the Purchased Property that relate to such payments; and Seller agrees to hold such payments as trustee in express trust for such subcontractors or suppliers until Seller has paid the subcontractors or suppliers in full for the Purchased Property.

19. Seller-Owned Tooling. If Tooling required to support production under a Purchase Order is to be funded or provided by Seller (“Seller-Owned Tooling”), the following provisions apply:

A. Seller acknowledges that the price for the Goods includes an amount for Seller to recover the cost of Seller-Owned Tooling. Seller-Owned Tooling will be properly maintained by Seller at its own expense for the term of the Purchase Order and any period Seller is obligated to provide service or replacement parts, unless otherwise specified in the Purchase Order or another written agreement between Buyer and Seller. If Seller finances any portion of Seller-Owned Tooling, Seller will obtain for Buyer the rights granted in this Section from its financing source/lender.

B. Unless agreed to in writing by Buyer, Seller will not use Seller-Owned Tooling to produce goods for other customers, including aftermarket customers.

C. In consideration of Buyer’s Purchase Order for Goods to be produced using Seller-Owned Tooling, Seller grants Buyer an exclusive, irrevocable option to purchase Seller-Owned Tooling for an amount equal to the outstanding discounted unrecovered cost at the time Buyer exercises the option. The term “**discounted unrecovered cost**” means the actual cost of Seller-Owned Tooling (without mark-up for profit or allocated overhead) minus the aggregate per-part amortization for all Goods manufactured using the tools and delivered to Buyer, discounted for early payment based upon the remaining portion of the originally-quoted program life using a discount rate of twelve percent (12%) per annum. Buyer may exercise this option at any time and not just in the case of termination, expiration or cancellation of a Purchase Order. Upon exercise by Buyer of its option to acquire Seller-Owned Tooling, at Buyer’s request, Seller will cooperate with Buyer in its removal of the property from Seller’s facility.

D. Seller grants Buyer an exclusive, irrevocable option to purchase any or all Seller-Owned Tooling for an amount equal to the lesser of net book value or fair market value of the Seller-Owned Tooling to be purchased, less any amounts Buyer has previously paid Seller for the cost of such items.

20. Rights of Entry, Reclamation and Inspection. Buyer will have the right to enter Seller’s facilities during normal business hours at reasonable times to inspect the facilities, Goods, any Bailed Property and, without the necessity of a court order, remove property belonging to Buyer or any customer of Buyer

including, without limitation, Bailed Property and Goods, inventory or Seller's property that has been or is agreed to be sold to Buyer. Buyer's inspection of the Goods whether during manufacture, prior to delivery or within a reasonable time after delivery, will not constitute acceptance of any work in process or finished Goods.

21. Customer Requirements; Subcontracting.

A. Seller agrees to comply with the applicable terms and conditions of any agreements ("Customer Purchase Orders") received by Buyer from a third party Customer, or directly or indirectly applicable to Buyer, pursuant to which or in respect to which Buyer agrees to supply to Customer, or incorporate into goods supplied to Customer, Goods purchased by Buyer from Seller. The terms "Customer" and "Customer Purchase Orders" shall also include the final equipment manufacturer of goods or services into which the Goods are or will be incorporated, as well as any intermediate entities in the supply chain between Buyer's direct Customer and such final equipment manufacturer, and related terms and conditions of such Customers. Buyer may, in its discretion, supply Seller with information regarding the Customer Purchase Orders, but Seller shall be responsible for ascertaining any terms and conditions contained in Customer Purchase Orders that may affect Seller's obligations under an Order. Buyer will determine, in its sole and absolute discretion, which terms will supersede and apply to Seller, including without limitation, cost and productivity terms and price reductions. Seller will do everything within its control to meet, and to enable Buyer to meet, the terms and conditions of the Customer Purchase Orders. If this Section conflicts with any other paragraph or Section in an Order, Buyer by written notice to Seller has the right to have the provisions of this Section prevail over any conflicting term between Buyer and Seller.

B. In the event that a Customer files or has filed against it a petition in bankruptcy or insolvency and, in the course of such proceeding and in connection with actual or threatened termination (by rejection or otherwise) by the Customer of its contract(s) with Buyer or contracts relating to Supplies purchased by Buyer from Seller, 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 its direct Customer and the Purchase Order will otherwise remain in effect without modification.

C. If Buyer's direct or indirect Customer directed, recommended, requested, suggested or otherwise identified Seller as the source from which Buyer is to obtain the Goods or if, due to a Customer's product description, specification or other limitation, Buyer is limited as a practical matter to such Seller for the Goods required (a Seller that fulfills any of these conditions is also known as a "Directed Supplier"), then notwithstanding the particular payment terms otherwise applicable to the Purchase Order or anything to the contrary in the Purchase Order: (i) in no event will Directed Supplier have a right to receive payment from Buyer for the Goods except following, and in proportion to, Buyer's actual receipt of payment from its Customer that directed use of Directed Supplier (the "Directing Customer") for the Goods or, as applicable, the goods in which the Goods are incorporated, (ii) any extension of such customer's payment terms to Buyer for Buyer's component parts or assembled goods into which the Goods are incorporated will automatically extend, by the same amount of time, the payment terms between Buyer and Directed Supplier, and Buyer may, at its option and on notice to Directed Supplier, otherwise revise its payment terms for Goods to take into account any other change in the payment terms of Directing Customer for the Goods under the Purchase Order; and (iii) within three (3) business days following any reduction in price or change in other terms with respect to the Goods negotiated or proposed between Directed Supplier and Directing Customer, Directed Supplier will notify Buyer, in writing, of such reduction or change and immediately adjust its invoices to reflect any price reduction – provided that no change in other terms (except price reductions) will be binding on Buyer without Buyer's prior written consent; and (iv) (without limiting any other rights and remedies of Buyer) Directed Supplier will indemnify and hold harmless Buyer from any liabilities, claims, demands, losses, damages, costs and expenses (including without limitation

attorneys' fees and other professional fees) incurred by Buyer arising from or relating to the Goods supplied by Directed Supplier and/or the directed supply relationship, and including without limitation any charges or set-offs (including without limitation interim field service action cost recovery debits) taken by Directing Customer against Buyer by reason of alleged defects in Goods, even if such set-offs by Directing Customer are before final determination of (and subject to adjustment based upon) whether and to what extent defects in Goods were a cause of the related remedial action undertaken and related costs/damages incurred by Directing Customer. All disputes over pricing and any other term or specification from Directing Customer to Directed Supplier shall be addressed between Directed Supplier and Directing Customer and Directed Supplier shall not discontinue supply to Buyer due to the existence of any such dispute. At Buyer's request, Directed Supplier shall negotiate performance, pricing, quality, warranty and other contract issues relating to the Goods with the Directing Customer to assure that the Directing Customer's requirements are adequately developed, described and met. Directed Supplier is solely responsible to provide in writing all information relating to the Goods, including for example, the Goods' design and performance (as approved by the Directing Customer and Buyer), design for interface of the Goods with Buyer's products, testing data and reports, tooling requirements and timing, and other matters which could affect Buyer's use of the Goods and performance of Buyer's obligations to provide, directly or indirectly, products to the Directing Customer. Buyer may require Directed Supplier to comply with the Directing Customer's terms and conditions of purchase as amended by Directing Customer and also these Terms. To the extent there is a conflict with an Order, Buyer may elect the provisions which apply. Directed Supplier shall participate in cost reduction and warranty cost sharing programs of the Directing Customer with Buyer. Directed Supplier acknowledges the applicability of these Terms notwithstanding the fact that Directed Supplier may have negotiated the price or other provisions with the Directing Customer, and that it is bound by these Terms and an Order, including, without limitation, the payment terms. In the event that any requirement imposed by any Purchase Order on Directed Supplier is found to be unenforceable or a gap otherwise exists or is created in the terms applicable to any Purchase Order through operation of law, conflict in terms or otherwise, the parties agree that the corresponding requirement of Directing Customer(s) shall be applicable to and binding on Directed Supplier for the benefit of Buyer. Directed Supplier acknowledges that it is familiar with the automotive industry and the applicable terms of Customer(s) that would apply in such event.

D. Seller will not subcontract any of its duties or obligations under any Purchase Order without prior written approval from Buyer. Seller will ensure that any subcontractor so approved complies with all production part approval process (PPAP) requirements of Buyer's Customer and any other requirements of Buyer. Buyer or Buyer's representative will be afforded the right to verify at any subcontractor's premises and Seller's premises that subcontracted Goods conform to specified requirements.

22. Nonconforming Goods. Buyer, at its option, may reject and return, at Seller's risk and expense, Goods received pursuant to any Purchase Order that fail to conform to the requirements of the Purchase Order even if the nonconformity does not become apparent to Buyer until the manufacturing, processing or assembly stage or later. To the extent Buyer rejects Goods as nonconforming, the quantities under the Purchase Order will not be reduced by the quantity of nonconforming Goods unless Buyer so notifies Seller in writing. Seller will replace nonconforming Goods with conforming Goods, unless otherwise notified in writing by Buyer, including without limitation by way of a termination notice from Buyer under Section 14. If repair, sorting, inspection, or similar activities ("Remedial Work") is determined by Buyer necessary for any rejected Goods, then Buyer may elect either to perform the Remedial Work itself or to have a third party perform it. In either case, the reasonable cost of such Remedial Work shall be either: (i) offset against the amounts otherwise due Seller for such rejected Goods; or (ii) charged separately to Seller. Buyer may require that the Remedial Work be performed on the premises of Buyer, Buyer's Customer, Seller, or a third party's location by Seller, in which case Buyer, its Customer, or the third party shall provide Seller with reasonable access to its premises and otherwise assist Seller with such arrangements as are necessary to perform the Remedial Work. In performing Remedial Work or replacing rejected Goods, Seller is responsible for segregating and sorting any applicable Goods providing for transportation of the Goods,

supervising the segregation and removal of the Goods, and other incidental activities, all at its sole cost. Remedial Work by Seller requires the prior written permission of Buyer and/or Buyer's Customer. Payment by Buyer for nonconforming Goods will not constitute an acceptance, limit or impair Buyer's right to seek any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

23. Insurance. Seller will obtain and maintain, at its sole expense, insurance coverage as otherwise required by law or reasonably requested by Buyer with such insurance carriers and in such amounts as are set forth in Buyer's Insurance Policy for Suppliers and On-Site Subcontractors, if applicable, a copy of which will be provided to Supplier upon Supplier's written request. This includes, without limitation, providing full fire and extended coverage insurance for the replacement value of (i) all of Seller's Property and (ii) any Bailed Property, both for their full replacement value. Liability coverage shall include products and completed operations and (if available) recall, on an occurrence basis. All such insurance coverage will name Buyer as loss payee and additional insured. Upon request, Seller will furnish to Buyer certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Seller and such certificates must provide that Buyer will receive not less than thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. If Seller is a self-insurer of workers compensation liability as may be permitted by applicable law, Seller shall furnish Buyer a certificate of the Department of Labor, or similar government authority of the jurisdiction in which any labor is to be performed approving the self-insurance. Seller's furnishings of certificates of insurance or purchase of insurance will not release Seller of its obligations or liabilities to Buyer, or in any way modify Seller's obligation to indemnify Buyer. If Seller fails to maintain any insurance under any Purchase Order, Buyer will have the right to procure such insurance and Seller will reimburse Buyer on demand, for all actual costs and expenses of procuring such insurance.

24. Customs Requirements and Export Controls.

A. Seller will promptly furnish to Buyer all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Seller will also, at Seller's sole expense, provide all information (including written documentation and electronic transaction records) relating to the Goods which is necessary for Buyer to fulfill any customs-related or other governmental agency-related obligations, origin marking and labeling requirements, and certification and local content reporting requirements, to enable Buyer to claim preferential duty treatment at the time of entry for Goods eligible under trade preference regimes, and to make all arrangements necessary for the Goods to be covered by any applicable duty deferral or free trade zone program(s) of the country of import.

B. To the extent that Goods are to be imported into the United States of America, Seller will comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customer-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller will certify in writing its compliance with the C-TPAT initiative.

C. Export licenses or authorizations necessary for the export of Goods will be the responsibility of Seller unless otherwise expressly stated in the Purchase Order, in which case Seller will, at Seller's expense, provide all information and documentation necessary or desirable to enable Buyer to obtain necessary or appropriate licenses or authorizations. Credits or benefits resulting or arising from any Purchase Order including trade credits, export credits, customs drawbacks, and the refund of duties, taxes or fees, will belong to Buyer. Seller will indemnify and hold Buyer and Buyer's Customers and their respective successors, assigns, representatives, employees and agents harmless from and against any costs, expenses or liabilities arising from Seller's provision of incorrect information or non-compliance with customs regulations.

25. Certificates of Origin.

A. Upon request, Seller will promptly furnish Buyer with all certificates of origin and domestic value-added and other information relating to the costs and places of origin of the Goods and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs and other applicable governmental regulations or to determine if the Goods will comply. Seller will comply with all such regulations. Seller will indemnify and hold Buyer, Buyer's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees and costs, fines and penalties) arising or resulting from (i) Seller's failure to furnish or delay in furnishing such certificates or other information to Buyer, (ii) any errors or omissions contained in such certificates, and (iii) any noncompliance by Seller with such regulations.

B. If Goods will be delivered to a destination country having a preferential tariff or trade agreement, customs union agreement, or customs program, such as, but not limited to USMCA, NAFTA, or any replacement or successor agreement, ("Trade Agreement") with Seller's country or country from which the Goods originate, Seller shall cooperate with Buyer to review eligibility of Goods for any special tariff preference or trade program for Buyer's benefit and provide Buyer required documentation. All Orders for Goods produced in Mexico and other countries with IMMEX or similar programs shall be processed under such programs as may be requested by Buyer. Seller will provide a completed Trade Agreement Certificate(s) of Origin for all Trade Agreement qualifying Goods sold to Buyer pursuant to the Purchase Order. For Goods not qualifying for Trade Agreement treatment, Seller will provide Buyer with correct Country of Origin information for each such item. If Seller does not provide the required Certificate(s) or correct Country of Origin information, Buyer may charge-back to Seller any duties, tariffs, taxes, penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against Buyer.

26. Compliance with Laws and Customer Policies.

A. Environmental Laws. Seller shall comply with all laws and standards adopted by Buyer and its Customers affecting the environment, including these, for example: (i) requiring design and materials to maximize the recycling of Goods and end products; (ii) requiring marking of Goods with material composition; (iii) applicable to handling waste and chemicals; (iv) applicable to reacting to environmental emergencies; and (v) applicable to use of reusable packaging. Seller shall obtain and retain third party certificates of compliance with ISO 14001 for all of Seller's facilities that produce Goods or have a significant impact on the environment.

B. Contractual Obligations. Seller shall comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract imposed by Customers or resulting from acceptance of an Order and dealing with, in the United States of America, Equal Employment Opportunity, Employment of Veterans, Employment of the Handicapped, Employment Discrimination Because of Age, Utilization of Disadvantaged Business Enterprises and the related Acts and Executive Orders, or, in Canada, the right to equal treatment with respect to employment without discrimination and freedom from harassment in the workplace as provided in the OHSA and the Human Rights Code (Ontario), and any similar applicable state or provincial legislation, as now or hereafter amended or codified and any similar laws of the jurisdiction of production or destination of the Goods.

C. Compliance Policies. If Buyer is directed or required by its Customer to provide information, adopt policies, certify compliance with standards or Laws, or perform similar actions, then Seller shall cooperate and comply with such Customer requirements as directed by Buyer. By way of illustration and not limitation, for purpose of compliance with Section 1502 of the Dodd-Frank Wall Street Reform and

Consumer Protection Act, Seller shall supply all certifications and information relating to “Conflict Minerals” (as defined in the Act) in such form and at such time as requested by Buyer or its Customer. Additionally, Seller shall comply with all Buyer policies relating to compliance with legal, regulatory and social obligations, including, by way of example and not limitation, Buyer’s Conflict Minerals policy, as posted on Buyer’s supplier portal (which may be amended from time to time). Seller also shall contractually require its supply base (and its suppliers’ supply base) to comply with all obligations under this paragraph.

D. Controlled Substances. Seller warrants that each chemical substance constituting or contained in the Goods sold is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. § 2601 *et. seq.*) as amended, and any similar laws of the jurisdiction of production or destination of the Goods (including without limitation, the Environmental Protection Act in Canada) and that the Goods are not hazardous under any national, state/provincial, and/or local law of the jurisdiction of production or destination, except as clearly stated on the shipping and storage containers.

E. Safety of Goods. (i) Seller warrants that the Goods shall be in compliance with applicable sections of the American (a) Federal Consumer Product Safety Act (15 U.S.C. § 2051 *et. seq.*) as amended, (b) Federal Hazardous Substances Act (15 U.S.C. § 1261 *et. seq.*) as amended, and (c) National Traffic and Motor Vehicle Safety Act, as amended, and standards and regulations thereunder. (ii) Seller warrants that the Goods shall be in compliance with applicable sections of the Canadian (a) Consumer Products Safety Act, as amended, (b) Hazardous Products Act, as amended, (c) Motor Vehicle Safety Act, as amended, and (d) Transportation of Dangerous Goods Act, as amended, and standards and regulations thereunder, and any similar laws of the jurisdiction of production, routing or destination of the Goods. (iii) Seller shall supply to Buyer material safety data sheets on all Goods to each location to which there has not been a prior shipment. (iv) Upon the request of Buyer, Seller shall provide Buyer with access to and copies of any other Data, materials or other information, including any formulas or analyses, that: (a) relate to the Goods, their composition, any component or part of the Goods, or any materials or substances used in the Goods or in connection with their production; and (b) are needed, as determined by the requestor, to enable compliance with any requirement of a government (either mandated or voluntarily agreed upon by Buyer or any of its Affiliates) relating to the hazardous, toxic or other content or nature of the Goods, or the ability to dispose of or recycle the Goods or any component, part or materials in the Goods. Seller shall comply with Buyer’s and Customer’s requirements relating to the use (or prohibition on use) of certain materials and substances in the Goods and shall utilize and comply with Buyer’s reporting processes and requirements relating to any such Data, materials or other information (such as the International Material Data System).

F. Labor Standards. Seller warrants that the Goods produced in the United States shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a) thereof and Seller shall insert a certificate to that effect on all invoices submitted in connection with an Order. Seller warrants that the Goods produced outside the United States shall be produced in facilities that comply with local law and any safety, labor or employment, and environmental standards adopted by Buyer. Seller and its subcontractors shall comply with all applicable laws relating to labor relations and human rights in the production of Goods and its workplaces. Seller warrants that no child, prison, forced or involuntary labor shall be used by Seller or its subcontractors in the production of Goods. Seller and its subcontractors shall maintain a workplace free from physical abuse and any practice in violation of local law. Seller and its subcontractors shall provide a healthy, safe work environment, wages and benefits as required by law, freedom of association and reasonable working conditions.

G. Vehicle Safety and Other Protective Laws. Seller warrants that it and the Goods shall comply with all applicable national, state/provincial and local statutes, rules and regulations directly or indirectly relating to the manufacture of vehicles, vehicle equipment, vehicle materials or vehicle supplies, as well as compliance with similar statutes and rules effective in North America, including, but not limited to: (a) the

North American Free Trade Agreement and the North American Free Trade Agreement Implementation Act; (b) in the United States of America, the American Automobile Labeling Act; Section 329 of the Motor Vehicle and Cost Savings Act, as amended; Fastener Quality Act; the Hazardous Materials Transportation Act, as amended, as well as all laws and regulations related or applicable thereto (including, but not limited to, 49 C.F.R. Part 171 et. seq.); Title 48, C.F.R. § 52-219-8 (Utilization of Small Business Concerns), § 52.225-11 (Restrictions on Certain Foreign Purchases), § 52.222-21 (Prohibition of Segregated Facilities), § 52.222-26 (Equal Opportunity), § 52.222-35 (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans), § 52.222-36 (Affirmative Action for Workers with Disabilities), § 52.222-37 (Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), and § 52.222-41 (Service Contract Act); the Federal Motor Vehicle Safety Standards and rules, regulations and procedures promulgated by the National Highway Traffic Safety Administration of the United States Department of Transportation under the Safety Acts, and rules, regulations and procedures promulgated by the National Institute of Standards and Technology of the Department of Commerce to implement the provisions of the Fastener Quality Act; and (c) in Canada, the Motor Vehicle Safety Act, as amended, the Determination of Country of Origin for the Purposes of Marking Goods (NAFTA Countries) Regulation, the Transportation of Dangerous Goods Act, as amended, the Hazardous Products Act, as amended, the Consumer Product Safety Act, as amended, and the rules, regulations and procedures promulgated by Natural Resources Canada and Transport Canada. Seller shall provide to Buyer originals or copies of the test reports and reports to government agencies related to the satisfaction of such legal requirements upon the earliest of their availability or the date required by law or Buyer.

H. Export and Economic Sanctions Laws. This Order and all items furnished by Buyer to Seller in connection herewith shall at all times be subject to the applicable export control, economic sanctions and anti-terrorism laws and regulations of Canada and the U.S., Nuclear Safety and Control Act, United Nations Act, Special Economic Measures Act, Criminal Code, and in the case of the United States including, but not limited to, 10 C.F.R Part 810 and U.S. Export Administration Regulations, Nuclear Technology Regulations, and the embargoes and economic sanctions administered by the Office of Foreign Assets Control. Seller warrants that no equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Buyer, or any product thereof, shall be exported or re-exported by Seller or its authorized transferees, if any, directly or indirectly, except to the consignee(s), if any, specified on this Terms, and in accordance with applicable U.S. export control, economic sanctions and anti-terrorism laws and regulations. Further, Seller warrants that no such export or re-export will be made without the prior explicit authorization, in writing, of Buyer and in accordance with any applicable Canadian, U.S. or other relevant export control, economic sanctions and anti-terrorism laws and regulations. The obligations in this Section shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

I. Minority Certifications. Seller shall maintain any minority and other favored group certifications existing at the time an Order is issued and advise Buyer in writing of changes to or loss of such certifications. Seller shall provide to Buyer small and/or minority (including women) owned business utilization and demographic data upon request and Seller shall comply with Buyer's programs to increase the value-added by small and minority-owned businesses, to the extent not prohibited by law.

J. Anti-Dumping and Countervailing Duties. Seller warrants that all sales made under an Order shall be made in circumstances that will not give rise to the imposition of new anti-dumping or countervailing duties under United States law (19 U.S.C. Sec. 1671 et. seq.), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), similar laws in such jurisdictions or the law of any other country to which the Goods may be exported. Seller shall be responsible for payment of such duties, tariffs, or taxes. If countervailing or anti-dumping duties, tariffs, or taxes are imposed that cannot be readily recovered from Seller, Buyer

may terminate an Order with no further liability of any nature whatsoever to Seller. If any jurisdiction imposes punitive or other additional tariffs on Goods subject to an Order in connection with a trade dispute or as a remedy in an “escape clause” action or for any other reason, Seller shall pay such duties, tariffs, or taxes and Buyer may, among its options, treat such increase as a condition of force majeure.

K. Anticorruption. Seller agrees to comply with all applicable anti-corruption and anti-bribery laws, including without limitation, the Mexican Federal Criminal Code, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Law, and that neither the Seller nor any of its suppliers will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. Seller shall acquaint itself and comply with the provisions of Buyer’s code of ethics, if available. Seller shall ensure that its suppliers comply with the above requirements and, at Buyer’s request, shall certify in writing its compliance with this Section.

L. Compliance with Local Laws. Seller and the Goods shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, pricing, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. With respect to privacy and protection of data, Seller shall comply with those laws and regulations of the applicable country, including without limitation, as applicable, the Data Protection Act of 1988 and the EU General Data Protection Regulation.

M. Indemnification. In the event of any noncompliance by Seller with any term of this Section, Seller shall, to the fullest extent permitted by law, fully indemnify and hold Buyer and its successors, assigns, and Customers (direct and indirect, including manufacturers of vehicles in which Buyer’s and Seller’s goods are incorporated), dealers, and users of the vehicles, including their respective employees, agents, invitees, subsidiaries, affiliates, successors, assigns, contractors or representatives harmless from and against any claim, demand, action, suit, application, cause of action, assessment or reassessment, charge, judgment, debt, liability, expense, cost, damage, including for damages to property and personal injury (including death), or loss, contingent or otherwise, including loss of value, reasonable professional fees and costs, including the actual reasonable fees and costs of legal counsel and other professionals’ fees, and all costs incurred in investigating or pursuing any of the foregoing, or in any proceeding relating to any of the foregoing.

27. Identification of Goods. All Goods supplied pursuant to each Purchase Order that are construed as a completed part will permanently bear information such as Buyer’s part number and name or code name, lot number, Seller’s name or code name, and/or date of manufacture by Seller in a manner directed by Buyer.

28. Packaging and Shipping.

A. All packaging must conform to Buyer’s standard packaging requirements. Seller will: (i) properly pack, mark and ship Goods in accordance with Buyer’s requirements and the involved carrier in a manner to secure the lowest transportation cost; (ii) route shipment in accordance with Buyer’s instructions; (iii) make no charge for handling, packaging, storage, transportation (including duties, tariffs, taxes, fees, etc.), cost of vehicle or other transport expenses unless otherwise approved by Buyer in writing; (iv) provide Buyer with shipment papers showing the Purchase Order number, Purchase Order amendment or Release

number, Buyer's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name, the bill of lading number and the country of origin; and (v) promptly forward to Buyer the original bill of lading or other shipment receipt for each shipment identification of the Goods on packing slips, bills of lading and invoices will be sufficient to enable Buyer to easily identify the Goods purchased.

B. Seller will promptly provide Buyer with the following information in the form requested: (i) a list of all ingredients and materials in Goods, (ii) the amount of all ingredients, and (iii) information concerning any changes in or additions to the ingredients.

C. Before and at the time the Goods are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Goods, containers and packing, together with disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Goods, 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 Goods, containers and packing. Seller agrees to comply with all federal, state, provincial and local laws and regulations pertaining to product content and warning labels, including without limitation, the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC.

D. Seller will reimburse Buyer for any liabilities, expenses and costs incurred as a result of improper packing, marking, routing, shipping or any other noncompliance with the requirements of this Section.

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 Goods in accordance with the applicable automotive Industry Action Group (AIAG) packing requirement.

29. Setoff and Contractual Recoupment.

A. In addition to any right of setoff or recoupment provided or allowed by law, Buyer and any of its affiliates, subsidiaries and divisions ("Buyer Group") may setoff against or recoup from any amounts owing to Seller or any of its affiliates, subsidiaries and divisions ("Seller Group") any amounts owing to any member of the Buyer Group by any member of the Seller Group including, without limitation, for damages resulting from breaches by Seller of its obligations under this or any other Purchase Order.

B. If an obligation of any member of the Seller Group is disputed, contingent or unliquidated, payment by any member of the Buyer Group of all or any portion of the amount due may be deferred until such dispute contingency is resolved or the obligation is liquidated. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Purchase Orders between Buyer and Seller have not been assumed, then Buyer may withhold payment to Seller for Goods previously delivered (via an administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

30. Advertising. Without obtaining the prior written consent of Buyer, Seller shall not in any manner advertise or publish the fact that Seller has contracted to furnish Goods to Buyer (or Buyer's Customer(s)) or use any trademark or tradename of Buyer (or Buyer's Customer(s)) in Seller's advertising or promotional materials. Seller shall not disclose or imply in its marketing that any of Seller's other products are equivalent to the Goods purchased by Buyer. If Seller breaches this Section, Buyer shall have the right, among its

other remedies, to cancel the undelivered portion of any Goods covered by an Order and shall not be required to make further payments except for conforming Goods delivered or services rendered prior to cancellation.

31. Force Majeure; Labor Disruptions.

A. Any delay or failure of Buyer or Seller to perform its obligations under the Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; fires; explosions; natural disasters; epidemics or pandemics; riots; or wars. During any delay or failure to perform by Seller, Buyer may, at its option: (i) purchase the Goods from other sources and reduce its Releases to Seller by such quantities without liability of Buyer to Seller, and require Seller to reimburse Buyer for any additional costs to Buyer of obtaining the substitute Goods compared to the prices set forth in the Purchase Order; (ii) require Seller to deliver to Buyer, at Buyer's expense, all finished Goods, work in process and/or parts and materials produced or acquired for work under the Purchase Order on an expedited basis at Seller's expense; or (c) require Seller to provide Goods from other sources in quantities and at a time requested by Buyer and at the price set forth in the Purchase Order.

B. Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources is deemed to be within Seller's control. Notwithstanding anything to the contrary herein, the change in cost of utilities; the inability to obtain outputs from utilities (such as water, electricity, gas, internet connectivity, or the like); the change in the cost of materials, components, raw material, labor, equipment or transportation based on market conditions, supplier actions, contract disputes or any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers, will not excuse Seller's performance (under theories of force majeure, commercial impracticability or otherwise), and Seller assumes these risks.

C. Written notice of Supplier's delay (including the anticipated duration of the delay and the plan of action to recover) must be given by Supplier as soon as possible after the occurrence (but no more than ten (10) days after), in order to qualify as a force majeure event.

D. In addition, Seller at its expense shall take all necessary actions to ensure the supply of Goods to Buyer for a period of at least forty (40) days, or such longer period as Buyer's Customer shall require, during any anticipated force majeure event or anticipated labor disruption or resulting from the expiration of Seller's labor contracts, and if Buyer requests, Seller shall, within ten (10) days of Buyer's request, provide adequate assurance that the delay will cease within such period. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurances that the delay will cease within thirty (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, without prejudice to Buyer's other remedies under this Purchase Order or applicable law.

32. Service and Replacement Parts.

A. From time to time, upon receipt of Buyer's Release for such Goods, Seller will sell to Buyer all Goods necessary for Buyer to fulfill all of Buyer's and its customer's service and replacement parts requirements for its current model year at the then current production prices plus any actual net cost differential for required unique packaging, provided that sufficient evidence of such packaging costs is provided to Buyer. If the Goods are systems, modules or assemblies, Seller will sell the components or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module or assembly less the costs of labor involved in connection with the system, module or assembly plus any actual net cost differential for required unique packaging.

B. After termination of the current model production of the vehicle model(s) for which the Goods are produced, Seller will sell to Buyer additional Goods necessary for Buyer to fulfill all of Buyer's and its customer's service and replacement parts requirements for past model years at the prices then specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging for the first five (5) years of past model service. For the following ten (10) years of past model service or such longer period as Buyer's customer requires service parts, the prices will be as specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging plus any actual net cost differential for manufacturing costs as mutually agreed by Buyer and Seller.

33. Claims from Seller. Any legal action by Seller against Buyer arising under or relating to any Purchase Order must be commenced within one (1) year after the breach or other event giving rise to such claim.

34. Severability. If any terms(s) of the Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, Executive Order or other rule of law, such term(s) will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Purchase Order will remain in full force and effect.

35. Notices. All notices, claims and other communications to Buyer required or permitted under the Purchase Order will be made in writing and will be effective only upon receipt by Buyer. Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the Purchase Order will constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication. COMMUNICATIONS FROM SELLER CONCERNING CLAIMS OF SELLER, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT OR CLAIMS, MUST BE SENT TO BUYER'S DIRECTOR OF PURCHASING OR BUYER'S PRESIDENT IF THERE IS NO DIRECTOR OF PURCHASING.

36. Electronic Communication. Seller shall, at Seller's expense, comply with the method of electronic communication specified by Buyer, including requirements for electronic funds transfer, electronic data interchange ("EDI"); transmission of Purchase Orders and Releases, electronic signature, and other communications. All transactions initiated under EDI shall be governed by the terms contained in Buyer's transmissions, except that standard terms and conditions which may be a part of Buyer's EDI system shall be supplemented by, and superseded to the extent inconsistent with, these Terms. A transmission shall be deemed signed if it contains the name of the individual authorizing the transaction and is otherwise in accord with authentication and other provisions of Buyer's EDI system.

37. Relationship of Parties; Commercial Activity; Absence of Immunity. Seller and Buyer are independent contracting parties and nothing in these Terms and Conditions will make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller represents it is subject to civil and commercial law with respect to its obligations under an Order to which it is a party, and the making and performance by it of an Order constitute private and commercial acts rather than public or governmental acts. Seller represents it and its respective properties are not entitled to immunity on the grounds of sovereignty or otherwise from the jurisdiction of any court or from any action, suit, setoff or proceeding, execution, or service of process in connection therewith, arising under an Order.

38. Confidentiality.

A. Seller will (i) keep all Buyer's Information, Buyer's Property, and the terms of this agreement strictly confidential ("Confidential Information") and disclose it only to its employees, agents, and contractors who need to know such information in order to fulfill Seller's obligations hereunder and who have agreed to keep such information confidential under terms that are at least as restrictive as those herein, (ii) prevent any of such Confidential Information from being divulged to or otherwise accessed by third persons not employed by, contracted by, or agents of Seller without the prior written consent of Buyer, including having recipients acknowledge the confidential status of such information and agree to similar restrictions, and (iii) use Confidential Information solely for the purpose of supplying Goods to Buyer. Seller remains responsible for its employees', agents', and contractors' compliance with the terms of this section. "Buyer's Information" means any information or items, or any part thereof, that is disclosed in writing, verbally, or otherwise, by Buyer to Seller that is (a) marked as confidential (or as a trade secret, restricted, proprietary, private, or a similar designation), (b) is identified as confidential when it is disclosed, or (c) should reasonably have been understood by Seller to be confidential based on the relevant circumstances. in connection with the business, programs, and Goods, including without limitation data, ideas, formulas, compositions, inventions, drawings, designs, methods, sketches, photographs, samples, prototypes, Intellectual Property, test vehicles, test data, manufacturing, specifications, technical data, technologies, know-how, techniques, program organization, procedures, processes, materials, applications, customer, supplier and business partner data and identities, pricing information, cost information, financial information, business plans, marketing plans, strategies, forecasts, research and development information, packaging or shipping methods and processes, computer software and programs (including object code and source code), contract terms. Buyer's Information also includes any materials or information that contains, or is based on any Buyer's Information, whether prepared by Buyer, Seller or any other person. Buyer's Information also includes information belonging to Buyer's Customer that Buyer provides to Seller. All Confidential Information is owned solely and exclusively by Buyer, shall remain the exclusive property of Buyer, and neither Seller or any of its representatives shall have any right, title or interest in or to any of the Confidential Information or any material developed therefrom.

B. Seller shall immediately notify Buyer of any (i) disclosure of any Confidential Information that is not permitted by these Terms, (ii) any unauthorized access to Buyer's or its Customer's Confidential Information, (iii) other misuse of any Confidential Information, or (iv) any breach of these Terms.

C. If Seller is required to disclose any of Buyer's Confidential Information, Seller shall provide Buyer with prompt written notice of any such requirement (to the extent legally permitted) so Buyer may seek a protective order or other appropriate remedy.

D. Buyer may, at its sole discretion, elect at any time, by written notice to Seller, to terminate Seller's further use of Confidential Information for any purpose, other than completion of contractual obligations. Upon receipt of such notice, Seller shall, and shall cause Seller's employees and its subcontractors to, promptly cease all further use of Confidential Information, return to Buyer all physical materials containing Confidential Information, whether the materials were originally provided by Buyer or copied or otherwise prepared by Seller or any of Seller's employees or contractors, and erase or otherwise destroy any Confidential Information kept by Seller or any of Seller's employees or contractors in electronic or other non-physical form. Such termination by Buyer shall not affect Seller's continuing obligations in this Subsection.

E. The obligations in this Section shall survive termination of the Purchase Order and will continue for a period of five (5) years thereafter, or for as long as Buyer's Information or Buyer's Property remains confidential, whichever is longer. Notwithstanding anything to the contrary in a Purchase Order, any confidentiality or non-disclosure agreement between the parties that predates the Purchase Order will remain in effect except as expressly modified by the Purchase Order, and to the extent of a conflict between the express terms of such an agreement relating to Buyer's confidential information and this Section, the

terms of the preexisting confidentiality or non-disclosure agreement will control with respect to Buyer's confidential information.

39. Entire Agreement; Modifications; No Implied Waiver:

A. Except as described in Section 1, a Purchase Order including these Terms, together with any attachments, exhibits, supplements, or other terms of Buyer specifically referenced in the Purchase Order, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Purchase Order and supersedes all prior oral or written representations and agreements. A Purchase Order may only be modified by a written amendment executed by authorized representatives of each party, or by a revision to the Purchase Order issued by Buyer on Buyer's purchase order form through Buyer's standard purchasing protocol and accepted by Seller as provided in Section 1, or, in the case of changes within the scope of Section 11, by a purchase order revision issued by Buyer or by specific conditions described in the Purchase Order. In the event of any conflict between the terms specified in a Purchase Order and these Terms, the terms specified in the Purchase Order shall govern – subject to the following: in the event and to the extent that one or more Buyer Guide also applies (see Section 1(B)), and in the event of any conflict between the terms of the Purchase Order, these Terms, and the Buyer Guides, the terms of the following shall prevail, in the following order of priority: the Purchase Order, the Buyer Guides, and then these Terms. Any clerical errors contained in the Purchase Order are subject to correction by Buyer.

B. The term "Goods" as defined in Section 1 of these Terms includes, without limitation, any Tooling and/or Equipment ordered by Buyer under a Purchase Order, and these Terms in their entirety, in conjunction with the Machinery and Equipment Terms and Conditions Addendum, apply to the purchase of Tooling and/or Equipment subject to a Purchase Order. Within these Terms, in the event of a conflict between Section 17 ("Bailed Property/Buyer's Property; Tooling") and any other portion of these Terms, the conflict shall be resolved by giving effect to Section 17, and by giving effect to the other provisions of these Terms to the fullest extent possible consistent with giving effect to Section 17.

C. Buyer may modify any of these Terms at any time by posting such modified or new Terms through links provided on Buyer's website at least ten days prior to the effective date stated on the modified or new Terms. The modified or new Terms will apply to Purchase Orders issued on or after the effective date stated on the Terms. Seller shall review Buyer's website and the Terms periodically. It is Seller's responsibility to review the Terms prior to acceptance of the Order. Seller's continued performance under an Order without providing written notice to Buyer in accordance with these Terms detailing Seller's objection to any modified or new Terms prior to the effective date of such modified or new Terms will be subject to and will constitute Seller's acceptance of such modified or new Terms as to all performance to be provided by Seller after their effective date. No exception to, deviation from, or waiver of these Terms shall be valid or binding on Buyer unless specified on the face of an Order or Order amendment or made in a signed writing by Buyer's Vice President – Purchasing. Any such exceptions, deviations or waivers shall apply only to the specific purchase order for which they are granted and shall not constitute a course of dealing.

D. The failure of either party at any time to require performance by the other party of any provision of a Purchase 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 a Purchase Order constitute a waiver of any later breach of the same or any other provision of a Purchase Order.

40. Governing Law; Jurisdiction; Venue. Each Purchase Order will be governed by the laws of the State of Michigan without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Buyer and Seller agree that (i) any actions or proceedings brought by Buyer (including without limitation lawsuits seeking monetary relief or

equitable relief) concerning any and all disputes between them may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in any state court located in Metropolitan Detroit, Michigan or in the United States District Court for the Eastern District of Michigan, Southern Division, in which event Seller consents to jurisdiction, venue, and service of process in accordance with applicable procedures, and (ii) any actions or proceedings brought by Seller against Buyer (including without limitation lawsuits seeking monetary relief or equitable relief) shall be brought by Seller only in the a state court located in Metropolitan Detroit, Michigan or in the United States District Court for the Eastern District of Michigan, Southern Division, in which event Buyer consents to jurisdiction, venue, and service of process in accordance with applicable procedures.

41. Waiver of Jury Trial. BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY PURCHASE ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY PURCHASE ORDER.

42. Continuing Obligations. These Terms and Conditions will survive expiration, non-renewal or termination of the purchasing relationship between Buyer and Seller.

43. Battle of the Forms Not Applicable. The parties have agreed, and it is their intent that the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance form of Seller relating to these Terms. It is the parties' intent that these Terms shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Seller to Buyer and these Terms, these Terms shall control.

Appendix A

MEXICAN COUNTRY SUPPLEMENT

Unless defined in this Mexican Country Supplement otherwise, all capitalized terms have the meaning stated in the Piston Group of Companies Purchasing Terms and Conditions.

Section in Terms and Conditions	Superseding terms of Mexican Supplement
1(A)	Each purchase order, together with these Terms, is an offer by Buyer (“Buyer” is the Mexican entity identified in the Purchase Order;) to the party to whom such Order is addressed (“Seller”) to enter into the agreement it describes and it shall be the complete and exclusive statement of such offer and agreement. An Order is an offer by Buyer but not a firm offer and may be revoked prior to acceptance. Delivery of Goods to Buyer shall constitute acceptance. Notwithstanding the foregoing, Buyer may elect at any time to consider Seller’s oral acceptance or Seller’s preparation to provide Goods as an acceptance of an Order and its terms (and of no other terms) and to enforce an Order. A purchase order is an adequate document to satisfy any statute of frauds. An electronic Order and subsequent electronic notice of acceptance thereof by Seller shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order and of its acceptance by Seller.
3(A)	Seller shall furnish the Goods at the prices in an Order. All prices are firm. No price increases will be permitted, including but not limited to price increases to cover increases in the cost of raw materials, parts, components, fuel, energy, labor, supplies, packaging, labeling, overhead, taxes, tariffs, duties, or transportation. Except as otherwise stated in an Order, all prices are in U.S. dollars and FCA Seller, Incoterms 2020. Any shipping point on the Order shall not be changed without Buyer’s written consent. Seller warrants that the price in an Order shall be complete, and no additional charges of any type, including but not limited to, current or increased costs of materials, components, fuel, energy, labor, packaging, labeling, taxes, tariffs, duties, storage, insurance, boxing and crating shall be added for any reason without Buyer’s express written consent, except for any governmentally imposed value added tax (VAT) imposed by the Government of Mexico, which must be shown separately on Seller’s invoice for each shipment. Seller shall submit separate formal invoices (and/or advance shipping notice according to Buyer’s requirements) for each shipment, in duplicate, which include Seller’s supplier number, date and number of Buyer’s Order,

	<p>Seller's tax identification number, the date, place, and quantity of each delivery, and other information applicable per current Mexican tax and legal requirements at the time of issuance, or as requested by Buyer, and the price shall be consistent with an Order. Seller shall supply a reasonable number of Goods for testing without charge.</p>
23	<p>The following shall be added to the existing provision: Except as otherwise provided in the Purchase Order, any and all insurance policies that are to be issued to Buyer shall be obtained and evidenced under valid and enforceable policies issued by insurers authorized to do business in Mexico.</p>
17(G)	<p>The following shall be added to the existing provision:</p> <p>G. Buyer's right to audit Seller includes the right to request from Seller, following reasonable notice to Seller, evidence of Seller's formation, registration with the Public Registry of Commerce, registration with the Mexican Federal Tax Registry (<i>Registro Federal de Contribuyentes</i>), registration with the Mexican Social Security Institute (<i>IMSS</i>), evidence of tax domicile, copies of official identifications for Seller's legal representatives signing any documents, current and audited financial statements, as well as evidence of compliance by Seller with its legal, tax, labor and other obligations at the federal, state and municipal level.</p>
26(F)	<p>Labor Standards. Seller warrants that the Goods produced in Mexico shall be produced in compliance with the requirements of the Federal Labor Law, as amended. Seller warrants that the Goods produced outside the United States shall be produced in facilities that comply with local law and any safety, labor or employment, and environmental standards adopted by Buyer. Seller and its providers shall comply with all applicable laws relating to labor relations and human rights in the production of Goods and its work places. Seller warrants that no child, prison, forced or involuntary labor shall be used by Seller or its providers in the production of Goods. Seller and its providers shall maintain a work place free from physical abuse and any practice in violation of local law. Seller and its providers shall provide a healthy, safe work environment, wages and benefits as required by law, freedom of association and reasonable working conditions. Without limiting the foregoing, Seller will prepare, file returns and pay all required Mexican payroll taxes applicable to the services rendered to provide the Goods, including but not limited to payments to the Mexican Social Security Institute (<i>IMSS</i>), Retirement Fund Plan (<i>SAR</i>) and fees for the National Workers' Housing Fund Institute (<i>INFONAVIT</i>), as well as any other</p>

	<p>applicable taxes or fees, whether federal, state, or municipal, required under Mexican laws and regulations related to its personnel. Seller will immediately notify the Buyer of any disputes between Seller and its personnel, the Mexican taxing authorities, any labor union, federation or labor coalition that represents Seller's employees, if such disputes or disagreements may result in Seller receiving a strike notice or in having its assets being subjected to liens, mortgages, attachments or encumbrances of any nature. Seller's responsibilities for labor matters, labor claims, or lawsuits include any obligations derived from the Federal Labor Law, Social Security Law, INFONAVIT Law, Income Tax Law, State Payroll Tax Laws, Sanitation Laws, Environmental Laws, as well as any other applicable laws and/or regulations in force in Mexico. Seller's obligations will extend to any provider contracted by Seller to perform any or all of the services related to the Goods and will survive the termination of the Order. Seller will indemnify and hold Buyer harmless from any claims or lawsuits brought against the Buyer, including substitute employer and similar claims or lawsuits filed by Seller's personnel, a union or by any government or other entity. Seller is obligated to use solely and exclusively those workers and employees that have previously been incorporated into the mandatory Social Security regime paid by Seller. Breach of this provision will subject Seller to the payment of all damages caused to the Buyer with the Buyer also having the right to immediately terminate the Order without the need for judicial involvement or declaration. Upon request, Seller will furnish Buyer with certificates of compliance therewith.</p>
26(K)	<p>The following shall be added to the existing provision: Anticorruption. Seller agrees to comply with all applicable anti-corruption and anti-bribery laws, including without limitation, the Mexican Federal Criminal Code, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Law, and that neither the Seller nor any of its suppliers will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. Seller shall acquaint itself and comply with the provisions of Buyer's code of ethics, if available. Seller shall ensure that its suppliers comply with the above requirements and, at Buyer's request, shall certify in writing its compliance with this Section.</p>
40	<p>An Order shall be governed by, construed under and enforced under the Commercial Code of Mexico, other than its rules on conflicts of</p>

	law. The Convention on the International Sales of Goods shall not apply. The parties consent to the exclusive jurisdiction and the convenience of Monterrey, Nuevo Leon, Mexico, to resolve any issues arising under or related to an Order or the furnishing of Goods by Seller to Buyer provided that, at Buyer's sole option and discretion, Buyer may elect to file suit against Seller in any state or Federal court with jurisdiction over any location of Seller.
44	The following shall be added: The parties acknowledge that this Mexico Country Supplement and all documents related to them that are prepared in the English language will be interpreted and enforced in the English language. For purposes of reference, a Spanish translation may be prepared.

Appendix B

CANADIAN COUNTRY SUPPLEMENT

Unless defined in this Canadian Country Supplement otherwise, all capitalized terms have the meaning stated in the Piston Group of Companies Purchasing Terms and Conditions.

Section in Terms and Conditions	Superseding terms of Canadian Supplement
8(C)	<p>The following sentence in this provision is deleted:</p> <p>Rights under this Subsection are intended to be subject to 11 U.S.C. § 365(n) and are supplementary to any other rights of Buyer under existing Orders and other agreements with Seller.</p>
9(B)	<p>All warranties will be effective for the longer of (i) the period provided by applicable law or (ii) the warranty period provided by Buyer to its customer; provided, however, that if Buyer or its customer, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods or any parts, components or systems incorporating the Goods are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign, field service action, corrective action, or other customer satisfaction (a “Remedial Action”), the warranty will continue for such time period as may be dictated by Buyer’s customer or the federal, provincial, local or foreign government where the Goods are used or provided. Notwithstanding any expiration of a warranty period set forth in this Section, Seller will nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Goods fail to conform to the warranties set forth in the Purchase Order. Where applicable, Seller will pay all reasonable expenses associated with determining whether a Remedial Action is necessary.</p>
17(C)	<p>The following sentence shall be revised as follows:</p> <p>C. [...] Notwithstanding anything in these Terms and Conditions to the contrary, Buyer may commence an action or proceeding to obtain possession of the Bailed Property in any provincial court having competent jurisdiction. [...]</p>
23	<p>The following sentence in this provision is deleted:</p> <p>If Seller is a self-insurer of workers compensation liability as may be permitted by applicable law, Seller shall furnish Buyer a certificate of the Department of Labor, or similar government authority of the</p>

	jurisdiction in which any labor is to be performed approving the self-insurance.
24(B)	This provision shall be deleted and replaced with “Intentionally Deleted”.
40	Governing Law; Jurisdiction; Venue. Each Purchase Order will be governed by the laws of the Province of Ontario without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Buyer and Seller agree that any actions or proceedings brought by either party (including without limitation lawsuits seeking monetary relief or equitable relief) concerning any and all disputes between them will be brought in courts of the Province of Ontario, and both parties consents to jurisdiction, venue, and service of process in accordance with applicable procedures.
44	The following shall be added: “To the extent the Seller is located in the Province of Quebec, the Seller confirms that it has been provided with both a French and English version of these Purchasing Terms and Conditions and confirms its agreement to be bound by the English version of these Conditions and all ancillary agreements, including in respect to any discrepancies between the two versions.”