

**Gentex Corporation Terms and Conditions of Purchase (for Indirect Suppliers)  
Effective August 2021**

1. Offer and Acceptance.

Each purchase order or purchase order revision issued by Buyer ("Order") is an offer to the seller identified on the Order ("Seller") for the purchase of goods ("Products") and/or services ("Services") and includes and is governed by the terms on the Order, these Terms and Conditions of Purchase and Buyer's Indirect Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>) (collectively, the "Agreement"). When accepted, the Order supersedes all prior agreements and communications, whether oral or written, regarding the Products and/or Services covered by the Order, except as otherwise provided herein. Seller accepts the Order and forms a contract by doing any of the following: 1) accepting or acknowledging the Order in writing; 2) commencing any work under the Order; 3) shipping Products and/or performing Services; or 4) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. If a Seller signs and returns Buyer's Indirect Supplier Manual to Buyer, then all purchases made by Buyer from such Seller through any means other than issuance of an Order shall also be governed by the Agreement, and, when applicable, all references to the Order hereinafter should be interpreted to include all such non-purchase order-based purchases.

**The Order is limited to and conditional upon Seller's acceptance of these terms and conditions exclusively.** Any additional or different terms proposed by Seller are expressly rejected by Buyer and are not part of the Order. These terms may be updated from time to time on Buyer's website above, and Seller hereby assumes all responsibility for periodically reviewing the website for new versions of this document at that time. Each release, schedule, requisition, work order, shipping instruction, specification and other document issued by Buyer, whether expressed in written form, by electronic data interchange or other tangible format, relating to the Products and/or Services to be provided by Seller pursuant to the Order are incorporated into, and are part of, the Order. Specific terms and conditions of the Order shall take priority over any inconsistent provision in this Agreement.

2. Volume Forecasts.

Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Products. Seller acknowledges that any such estimates, forecasts or projections are provided for informational purposes only and are subject to change from time to time, with or without notice to Seller, and shall not be binding upon Buyer. Unless otherwise expressly stated in the Order, Buyer makes no guaranty or commitment to Seller with respect to the quantity of Products Buyer will purchase from Seller.

3. Quantities.

Unless otherwise expressly stated in the Order, if no other quantity is stated on the face of the Order or if the quantity is blank or states the quantity as zero, "blanket," "see releases," "as scheduled," "as directed," "subject to Buyer's production releases," "each" or similar terms, then Seller will supply, and Buyer will purchase, such quantities of Products on such dates and times as identified by Buyer as firm orders in material releases, delivery schedules, manifests, broadcasts, or similar instructions that are transmitted to Seller during the term of the Order. All such material releases, delivery schedules, manifests, broadcasts, or similar instructions are an integral part of the Order, governed by this Agreement and are not independent contracts.

4. Term.

The Order will commence upon Seller's acceptance under Section 1 herein and, unless otherwise specified on the face of the Order and subject to Buyer's termination rights, will be binding for one year from the date the Order is transmitted to Seller and 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.

5. Packaging; Shipping.

Buyer shall specify in the Order the method of transportation of each shipment. If no method of transportation is specified, Products shall be shipped FCA Seller's Dock (Incoterms 2020). Seller shall properly pack, mark and ship Products in accordance with Buyer's Packaging and Shipping Requirements as found in Buyer's Indirect Supplier Manual (available at

<http://www.gentex.com/corporate/supplier-information>). Shipping documents shall be sent or electronically transmitted on shipment date. For each international shipment, Seller shall adhere to the International Shipping Requirements as found in Buyer's Indirect Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>). Shipments shall be routed in accordance with Buyer's instructions, and Seller agrees to reimburse Buyer for all liabilities, expenses and costs incurred by Buyer as a result of improper packing, marking, routing, or shipping. Unless otherwise expressly agreed to in writing by Buyer, no charge shall be made by Seller for containers, crating, boxing, bundling, dunnage, drayage, or storage.

#### 6. Delivery, Safety Stock; Risk of Loss and Title.

Deliveries shall be made in the quantities, on the dates, and at the times specified by Buyer in the Order or any subsequent material releases, delivery schedules or other similar instructions Buyer issues under the Order. Time and quantities are of the essence under the Order. Buyer is not obligated to accept early, late, partial, or excess deliveries. If, other than as a result of Buyer's acts or omissions, delivery cannot be made within the time specified in Buyer's Order and/or in material releases, delivery schedules or other similar instructions issued thereunder using the method of transportation originally specified, Seller shall, at its own cost, use an expedited shipping method and take other necessary actions to meet the specified delivery date or shall reimburse Buyer for taking such actions on its behalf. Seller will pay any costs incurred by Buyer, including expedited shipping costs, as a result of Seller's failure or delay in complying with any shipping or delivery requirements. Buyer may, from time to time, change or suspend shipping schedules previously furnished to Seller, which shall not entitle Seller to modify the price for the Products or any other compensation. Title will transfer upon receipt of the Products by Buyer. Upon written request from Buyer, Seller will maintain an additional inventory reserve of Products (in excess of Buyer's current requirements) at such level as may be set by Buyer from time to time to serve as a reserve for shipment, or at such levels as specified in a separate stocking agreement that is negotiated and signed by an authorized representative of each Party. In the absence of a separate stocking agreement, the levels set by Buyer shall apply. Unless and until such reserve Products are purchased by Buyer from Seller, they shall remain the property of Seller and shall be held by Seller at its sole risk and expense. Seller will keep Buyer informed regarding the status of its inventory levels on a weekly basis, or more frequently, if requested by Buyer.

#### 7. Pricing.

The Products and/or Services will be furnished at the price set forth on the face side of the Order or as otherwise agreed. Seller warrants that the price stated in the Order, or otherwise agreed in writing, is complete and includes storage, handling, packaging and all other taxes, charges and expenses of Seller, and no additional charges of any type shall be added without Buyer's express written consent. Seller represents and warrants that the prices for the Products and/or Services are, and will remain, no less favorable to Buyer than any price that Seller currently, or in the future, offers to any other customer for the same or similar products and/or services for similar quantities and also that Seller will, at all times, remain competitive in price, quality, performance and fulfillment of its obligations. If Seller is determined by the Buyer not to be competitive for similar products in similar quantities, Buyer shall be entitled to re-source any or all Products to a more competitive source. Buyer shall also receive the full benefit of any and all discounts, refunds, rebates, credits, allowances, favorable payment terms, or other financial or related incentives or payment of any kind customarily offered by Seller to any of its customers. In the event Seller offers a lower price for the Products and/or Services and/or for similar products and/or services to any other customer during the term of the Order, Seller agrees to immediately reduce the prices for the Products and/or Services to Buyer correspondingly. In addition, Seller shall participate in Buyer's cost savings and productivity programs and initiatives to reduce Seller's costs and pass those cost savings through to Buyer.

#### 8. Invoicing; Payment.

Seller shall promptly submit correct and complete invoices or other agreed in writing billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products and/or performance of Services, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified by Buyer. Buyer will pay, in U.S. Dollars unless another currency is stated in the Order, proper invoices on the payment terms stated on the face of the Order, subject to adjustments, set-offs, recoupments and other outstanding

issues. If no payment term appears in the Order, Buyer will pay Seller for the Products on the 45th day following Buyer's receipt of Seller's invoice. Seller shall accept payment by check or other cash equivalent, including electronic funds transfer.

9. Insurance.

Seller shall, at its expense, maintain insurance for Products in amounts acceptable to Buyer, naming Buyer as an additional insured and covering general liability, public liability, product liability, product recall, completed operations, contractor's liability, automobile liability insurance, Worker's Compensation, and employer's liability insurance as will adequately protect Buyer against such damages, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer. The furnishing of certificates of insurance and purchase of insurance will not limit or release Seller from its obligations or liabilities under the Order.

10. Inspection; Nonconforming Products; Audit Rights.

Buyer is not required to perform incoming inspections of any Products, and Seller waives any right to require Buyer to conduct any such inspections. If Buyer inspects the Products, such inspection will not constitute acceptance of any Products. Buyer's acceptance, inspection, or failure to inspect the Products does not relieve Seller of any of its responsibilities or warranties with respect thereto or constitute joint fault for any breach of the Order by Seller. Nothing in the Order releases Seller from the obligation of testing, inspection, and quality control of the Products.

If Buyer rejects any Products as defective, Buyer will notify Seller of such rejection and hold such Products at Seller's risk for forty-eight (48) hours. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of defective Products within forty-eight (48) hours of notice of Buyer's rejection of defective Products (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to dispose of the defective Products without liability to Seller, provided, however, that in any event Buyer may elect to arrange for the shipment of any defective Products back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all defective Products and will promptly pay or reimburse all costs incurred by Buyer to return, store, or dispose any defective Products. In addition to other remedies available to Buyer for nonconforming Products, (i) Buyer may return the Products, at Seller's risk and expense at full invoice price, plus transportation charges; (ii) Buyer may correct, or have corrected, at Seller's expense and at any time Products that fail to meet the requirements of the Order; and (iii) Seller will reimburse Buyer for all reasonable costs and expenses that result from any rejection or correction of nonconforming Products, including the cost of inspection and/or sorting, whether done internally by Buyer or by a third party. Seller will take whatever measures that are necessary to correct the nonconformity within a commercially reasonable period. Buyer, in its sole discretion, may require Seller to inspect the Products, at Seller's sole cost and expense, for a commercially reasonable period after discovery of nonconforming Products, including without limitation, after the corrective action has been taken. Payment for nonconforming Products or Services is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for any nonconformity.

Seller will retain all documents, data and other records pertaining to the Products and Services for at least two (2) years following the later of: (i) the last delivery of the Products, (ii) the date of the final payment to Seller under the Order, or (iii) the expiration of any applicable warranty periods for the Products or of any applicable governmental or industry required retention periods.

Seller will permit Buyer (or a third party designated by Buyer) to (a) in the event of any nonconformity, enter Seller's facility to inspect the facility, Products, materials and property; (b) at any time and for any reason, reasonably review Seller's books and records concerning compliance with the Order and Seller's overall financial condition; and (c) in the event of any delivery or operational problems, designate a representative to be present in Seller's applicable facility to observe Seller's operations.

11. Warranty; Recall.

(a) Seller warrants to Buyer and Buyer's successors and assigns, that the Products covered by the Order, together with all related packaging and labeling and other material furnished by Seller, will (i) be new; (ii) be free from all liens, claims and encumbrances whatsoever; (iii) conform to all of the

specifications, drawings, samples, descriptions, brochures, standards and manuals that are provided by Buyer or provided by Seller and approved by Buyer; (iv) be merchantable; (v) be free of any defects in design, material and workmanship; (vi) be fit and sufficient for the particular purposes intended by Buyer; (vii) conform in all respects with all applicable federal, state and local laws, statutes, ordinances, orders and regulations; and (viii) during the Warranty Period, not infringe or encroach upon Buyer's or any third party's personal, contractual, proprietary, or intellectual property rights, including, without limitation, patents, trademarks, copyrights or trade secrets. Seller warrants to Buyer and Buyer's successors and assigns that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The foregoing warranties shall be in addition to those available at law and shall survive any acceptance by Buyer of all or part of the Products and/or Services covered by the Order and any expiration or termination, in whole or in part, of the Order. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties.

**ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM OR RESTRICT ANY OF THE WARRANTIES HEREIN, BY ACKNOWLEDGEMENT OR OTHERWISE, IN ACCEPTING OR PERFORMING THE ORDER, SHALL BE NULL AND VOID WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED REPRESENTATIVE OF BUYER.**

(b) Except as otherwise provided herein or as otherwise expressly agreed in writing by an authorized representative of Buyer, the "Warranty Period" for each of the foregoing warranties will be 12 months from Buyer's receipt of the Product or Seller's performance of the Service, unless otherwise set forth on the face of an Order.

(c) Upon Buyer's written notification and authorization, in addition to Buyer's other rights and remedies, Seller shall promptly replace or correct defects of any Products and/or Services not conforming to the warranties set forth herein and/or provided by law, without expense to Buyer. In the event Seller fails to promptly correct defects in or replace nonconforming Products and/or Services, Buyer may make such corrections or replace such Products and/or Services and charge Seller for costs of materials, labor, validation, transportation, and all other costs incurred by Buyer. Buyer may reject nonconforming Products and/or Services and return them to Seller at Seller's expense. Seller shall also reimburse Buyer for all direct or other damages, losses, costs, expenses, and fees (including reasonable attorney and professional fees) caused by such nonconforming Products and/or Services.

**12. Setoff.**

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and/or its affiliates to Buyer and/or its affiliates. Upon Buyer's written notice, Buyer will have the right to recoup from or setoff against any payment or other obligation owed, or to become owing, to Seller, in whole or in part, including any disputed, contingent or unliquidated claims, any amounts owed by Seller and/or its affiliates to Buyer and/or its affiliates.

**13. Performance Delays.**

Neither party shall be liable to the other for any delay or failure to perform where such delay or failure is caused by events beyond the reasonable control of the affected party and without such party's fault or negligence, including, by way of example and not limitation, acts of God, natural disasters, fires, floods, earthquakes, explosions, riots, wars, sabotage, inability to obtain power, court order or injunction, or actions taken by a governmental authority, provided, however, that the affected party (i) gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than twenty-four (24) hours thereafter), and (ii) uses commercially reasonable best efforts to mitigate the effect of the event or occurrence upon its performance and fulfillment of its obligations under the Order. Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources will not excuse Seller's performance under the Agreement. Additionally, neither the change in cost or availability of materials or components based on market conditions, Seller's and/or its direct or indirect supplier's actions, contract disputes nor any labor strike or other labor disruption applicable to Seller and/or any of its direct or indirect suppliers will excuse Seller's performance under the Agreement (under theories of force majeure,

commercial impracticability or otherwise), and Seller assumes these risks. During any delay or failure to perform by Seller, Buyer may (i) purchase substitute products or services from other available sources and reduce its purchases from Seller accordingly without liability or intellectual property infringement claims, (ii) require Seller to deliver to Buyer at Seller's expense any goods produced or acquired for performance under the Order, or (ii) have Seller provide substitute goods or services from other available sources in quantities and at times Buyer requests and at the prices set forth in this Agreement. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days within forty-eight (48) hours of Buyer's request for such assurances, or if any delay lasts more than thirty (30) days, Buyer may terminate the Order without any liability to Seller whatsoever.

Whenever Seller has knowledge of any actual or potential cause or event, including any actual or potential strike, labor dispute or other disruption, which delays or threatens to delay the timely performance of the Order, Seller shall immediately give Buyer written notice thereof, including all relevant information.

#### 14. Confidentiality.

Any information, in whatever form transmitted, and items embodying information (including photographs, samples, models, prototypes) disclosed by or on behalf of Buyer to Seller or to which Seller is exposed, during the term of the Order, including, without limitation, trade secrets, methods, procedures, processes, know-how, formulas, ideas, inventions, business plans, pricing information, strategies, customer lists, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, samples, prototypes, photographs, software, financial data, and other technical and business data, and any representations, compilations, analyses, and summaries of the foregoing ("Confidential Information") will be deemed confidential and proprietary to, and remain the sole property of Buyer.

Seller will (i) keep all Confidential Information confidential and disclose it only to Seller's employees who need to know such Confidential Information in order for Seller to supply Products and/or Services to Buyer under the Order, and (ii) use Confidential Information solely for the purpose of supplying Products and/or Services to Buyer as contemplated by the Order and will not share it with any third parties without Buyer's prior written consent. Products manufactured and Services provided based on Confidential Information may not be used for Seller's own use or sold by Seller to third parties without prior express written consent from an authorized representative or employee of Buyer. Upon instruction from Buyer, Seller shall destroy and certify the destruction of the Confidential Information. Seller agrees to cause its employees, contractors, officers, directors, agents and representatives to be bound by and comply with the foregoing restrictions regarding the use of Confidential Information. The foregoing obligations shall survive for five years from the date of Seller's last transaction with Buyer.

Confidential Information shall not include information which (a) has been or is hereafter publicly disclosed without a violation of the Order, (b) is already in the public domain as is established by reference to published text books, articles, issued patents and the like, or (c) is known to Seller prior to disclosure from Buyer as is established by reference to Seller's business records in existence prior to such disclosure.

If Seller and Buyer have executed a separate non-disclosure agreement, that document shall be extended through the term of any open Orders and shall take precedence over the terms herein regarding confidentiality.

Seller shall not, either directly or indirectly, solicit any employees of Buyer for employment or contract work with Seller for a period of two (2) years after the last date of Seller's last transaction with Buyer.

#### 15. Intellectual Property Rights.

(a) Buyer does not transfer or license to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (collectively "Intellectual Property Rights") of Buyer in any form, including in connection with information, documents, or property that Buyer makes available to Seller, other than the limited right to use Buyer's Intellectual Property Rights to produce and supply Products and/or Services to Buyer. Other than the foregoing limited and revocable right to use Buyer's Intellectual Property Rights, Seller shall have no right, title, or ownership in or license to any of Buyer's Intellectual Property Rights.

(b) Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the content of this Section. At no additional cost, Seller will grant Buyer a license to use any Intellectual Property Right owned by Seller that is necessary or incident to the reasonably intended use or application of the Products.

(c) Seller shall not advertise or use Buyer's trademarks, logos or name in any public release, advertisement, social media outlet or other media or venue without the prior written consent of an authorized representative of Buyer.

(d) Seller hereby grants to Buyer and its subcontractors the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Products delivered under the Order without payment of any royalty or other compensation to Seller.

#### 16. Changes.

Buyer may, at any time, notify Seller of changes to the scope of work, packaging, quantity, time or method of delivery or shipment, or similar requirements prescribed by the Order. Seller will promptly respond to Buyer regarding the feasibility and any adjustments to the price or time for performance required to implement any such changes. All requested changes and adjustments in price or time for performance, if any, must be in writing and signed by a duly authorized representative of Buyer. Seller will not make any change relating to the Products and/or Services except at Buyer's written instruction or with Buyer's written approval.

#### 17. Documentation and Customs.

All documentation provided under the Order must be in English, unless otherwise instructed by Buyer in writing. Seller shall comply with all applicable import and export requirements. Transferable credits or benefits associated with Products purchased, including trade credits, export credits or rights to the refund of duties, taxes or fees belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information, records and certificates necessary for Buyer to (a) receive these benefits, credits and rights, (b) claim preferential duty treatment under applicable trade preference regimes, and (c) participate in any duty deferral or free trade zone programs of the country of import. Seller warrants that all information and documents provided under this provision shall be timely, complete, and accurate. Seller shall indemnify Buyer for any damages, including but not limited to duties, interest, and penalties, arising from a false or inaccurate statement or other failure to comply with this provision. Seller agrees to notify Buyer if any deliverable under the Order is a "Defense Article" within the meaning of the International Traffic in Arms Regulations, 22 CFR 120 – 130 (ITAR). Unless otherwise specified by Seller, Seller warrants that no deliverable supplied under the Order is a Defense Article as defined by 22 CFR § 120.6.

#### 18. Indemnification.

Seller will defend, hold harmless, and indemnify Buyer and its employees, officers, directors, contractors, agents, successors and assigns from and against any and all liability, claims, demands, damages, duties, interest, penalties, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from, related to or in connection with Seller's representations, performance or obligations under the Agreement or under any legal theory related to the Products and/or Services. Seller's obligation to defend, indemnify and hold harmless under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth herein are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under workers' compensation acts, occupational disease acts, disability benefits acts or other employee benefits acts.

#### 19. Termination for Cause.

Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (a) fails or threatens not to deliver Products or perform Services in connection with the Order; (b) delivers Products and/or

Services that are defective or that do not conform to the Order; (c) repudiates, breaches or threatens to breach any of the terms and conditions of the Order; (d) fails upon request to provide Buyer with reasonable assurances of future performance; (e) is or becomes insolvent; (f) files a voluntary petition of bankruptcy or has filed against it an involuntary petition of bankruptcy; (g) executes an assignment for the benefit of creditors; (h) has commenced against its assets any receivership or like proceedings; (i) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production or supply of Products and/or provision of Services for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller; (j) requests an accommodation from Buyer, financial or otherwise, in order to meet its obligations under the Order; or (k) fails to remain competitive with respect to quality, technology, delivery and pricing of the Products. Seller shall notify Buyer within 10 days after entering into any negotiations that could lead to the situation specified in subsection (i) above, and upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction. In the event of termination of the Order by Buyer for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for all damages sustained by reason of the default which gave rise to the termination, including, but not limited to, excess costs incurred by Buyer as a result of obtaining the goods and/or services from another source.

#### 20. Termination for Convenience.

In addition to any other termination or cancellation rights that it may have, Buyer may terminate the Order, in whole or in part, at any time or from time to time, for its sole convenience. Upon notice of such termination, Seller shall, unless otherwise directed by Buyer: (a) immediately stop all work on the portion of the Order so terminated; (b) transfer title and deliver to Buyer any finished Products and work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others; and (c) upon Buyer's request, cooperate with Buyer in transitioning the production of Products to a different supplier, including activities described in Section 22. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the Order price for all Products delivered by Seller as of the effective date of termination that conform to the Order for which Seller has not been paid.

#### 21. Remedies.

The rights and remedies reserved to Buyer in each Order will be cumulative with and in addition to all other legal or equitable remedies. Seller will reimburse Buyer for any damages caused or incurred as a result of Seller's breach or by nonconforming Products and/or Services, including without limitation costs, expenses and losses incurred directly or indirectly by Buyer in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Products and/or Services, or resulting from personal injury (including death) or property damage caused by the nonconforming Products and/or Services. Buyer's damages include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor and materials. In any action brought by Buyer to enforce Seller's obligations in connection with the production or timely delivery of Products or transition of supply, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach without posting of a bond, plus Buyer's reasonable attorneys' fees incurred in seeking such relief.

#### 22. Transition of Supply.

In connection with the expiration or termination of the Order by either party, in whole or part, for any reason, Seller will, at no additional cost: (a) cooperate in the transition of supply to an alternate supplier at Buyer's reasonable request; (b) provide all requested information and documentation in connection therewith; and (c) if requested by Buyer, continue production and delivery of Products and Services as ordered by Buyer, at the prices, and other terms stated in the Order, without premium or other condition, for a period reasonable needed by Buyer to complete the transition to the alternate supplier(s) and/or cooperate to fulfill a final or last time buy of Products or Services as stated in the final Order issued by Buyer.

23. Buyer's Limited Liability.

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

24. Relationship of Parties.

Buyer and Seller are independent contractors, and nothing in the Order makes either party the employee, agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Buyer is not responsible for any obligation with respect to the employees, agents or legal representatives of Seller or its contractors.

25. Severability; No Implied Waiver.

The failure of either party at any time to enforce any right or remedy provided in the Order or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. Any attempt on the part of Seller to limit Buyer's remedies and the amount and types of damages it may seek shall be null and void. A finding that any provision of the Order is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Order or the validity or enforceability of that provision in any other jurisdiction. Any provision that is found to be invalid shall be amended to the limited extent to make valid while still accomplishing the intent of the original provision.

26. Compliance with Laws.

Seller, and any Products and/or Services provided by Seller, shall comply with all applicable statutes, rules, regulations, orders, conventions, ordinances and standards, including without limitation (i) in relation to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Products and/or Services, (ii) laws relating to competition, corporate governance, taxation, financial disclosure, environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety, and (iii) anti-corruption and anti-bribery laws, including, without limitation the US Foreign Corrupt Practices Act. The Order incorporates by reference all clauses required by these laws.

27. Taxes.

Unless prohibited by law or otherwise stated on the Order by the use of an Incoterm 2020, the Seller shall pay all federal, state or local tax, transportation or other tax, including but not limited to customs duties and tariffs, which is required to be imposed on the Products and Services ordered, or by reason of their sale or delivery.

28. Assignment.

The Order is issued to the Seller in reliance upon the Seller's personal performance of the duties imposed. The Seller agrees not to, in whole or in part, assign or delegate its obligations or rights under the Order without the prior written consent of the Buyer. Any such assignment or delegation without the prior written consent of the Buyer, at the option of the Buyer, shall affect a cancellation of the Order. Any consent by the Buyer to an assignment shall not excuse Seller from all responsibility for the Products, including warranty obligations, and shall not be deemed to waive Buyer's right to recoup from Seller and/or its assigns for any claim arising out of the Order. Upon notice to Seller, Buyer shall be entitled to assign or delegate any obligation or right under the Order to any third party.

29. Environmental and Social Responsibility.

Buyer's and Seller's corporate activities shall take account of the social responsibility to the environment, employees, and society as a whole by following principles such as:

- Maintenance of an effective environmental system that uses recyclable materials where available, designs Products with a view towards reducing environmental impact, and seeks continual improvement in environmental performance,



- Preservation of human dignity, ban on child and forced labor,
- Implementation of equal opportunities and family-friendly policies,
- No discrimination on the basis of religion, origin, nationality, age, handicap, or gender,
- Maintenance of adequate social working conditions,
- Positive and negative freedom of association,
- Maintenance of employability by basic and advanced training,
- Responsible action by all personnel in relation to the environment, and
- Compliance with current laws, regulations, and the responsibilities set forth in Buyer's Indirect Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>).

### 30. Ingredients and Hazardous Materials.

If Buyer requests, Seller will promptly furnish to Buyer: (a) a list of all ingredients in the Products, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Before, and together with, the shipment of the Products, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the Products, containers and packing) of any hazardous or restricted material that is an ingredient or a part of any of the Products, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to advise carriers, Buyer and their employees how to take appropriate measures while handling, transportation, processing, using or disposing of the Products, containers and packing. Upon Buyer's request, Seller will certify to Buyer in writing the origin of any ingredients or materials in the Products. Seller will promptly provide, in writing, any information regarding the Products requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.

### 31. Governing Law.

The Order shall be governed and construed under the laws of the State of Michigan without regard to conflict of law principles. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) SHALL NOT APPLY TO TRANSACTIONS OR AGREEMENTS BETWEEN BUYER AND SELLER.

### 32. Battle of the Forms Inapplicable.

The Parties have agreed and it is their intent the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to this Agreement or to any quotation, invoice, acceptance form or other document of Seller relating to this Agreement. It is the parties' intent this Agreement shall exclusively control the relationship of the parties, and in the event of any inconsistency between any quotation, invoice, acceptance form or other document sent by Seller to Buyer, this Agreement shall control.

### 33. Claims by Seller.

Any legal action or arbitration proceeding by Seller under the Order must be commenced no later than one (1) year after the breach or other event giving rise to Seller's claim occurs, or after Seller becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first.

### 34. Dispute Resolution.

Buyer and Seller will first endeavor to resolve through good faith negotiations any dispute arising under or relating to the Order and/or the Order or the relationship of the parties. If a dispute cannot be resolved within a reasonable time through good faith negotiations, the parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration administered by the National Arbitration Forum under the Code of Procedure then in effect. All arbitration proceedings shall take place in Michigan. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction. Information may be obtained and claims may be filed at any office of the National Arbitration Forum, [www.arbitration-forum.com](http://www.arbitration-forum.com), or by mail at P.O. Box 50191, Minneapolis, MN 55405. Notwithstanding the choice of law provision in Section 31, this Section 34 shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.