

**Gentex Corporation Terms and Conditions of Purchase (for Distributors)**  
**Effective April 2023**

1. Offer and Acceptance.

Each purchase order or purchase order revision issued by Buyer ("Order") is an offer to the distributor identified on the Order ("Seller") for the purchase of goods ("Products") and includes and is governed by the terms on the Order, these Terms and Conditions of Purchase and all other parts of Buyer's Supplier Manual or Contractor/Equipment Supplier Manual (available at <https://www.gentex.com/supplier-information>) (collectively "Agreement"). When accepted, the Order supersedes all prior agreements, purchase orders, quotations, proposals and other communications regarding the Products 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; or 4) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. Once Seller of Products signs and returns the Supplier or Contractor/Equipment Supplier Manual to Buyer, then all purchases of Products made by Buyer from Seller through any means shall also be governed by this Agreement. **The Order is limited to and conditional upon Seller's acceptance of these terms and conditions exclusively.** The Order does not constitute an acceptance of any offer or proposal made by Seller. Any reference in the Order to any proposal made by Seller is solely to incorporate the description or specifications of Products in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Agreement. Any additional or different terms proposed by Seller, whether in a quotation, invoice, acknowledgement or otherwise, 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 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. This Agreement shall apply to all Gentex affiliated companies unless another Agreement with terms at least as restrictive as this Agreement are already in place between Supplier and a Gentex affiliated company.

2. Volume Forecasts.

Buyer and/or its customer 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 representation, promise, warranty, guaranty or commitment of any kind or nature, express or implied, 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, Buyer's requirements for Products (or, if multiple sourced, a specified percentage or range of Buyer's requirements as stated on the face of the Order) in such quantities 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 and Seller will supply all such Products on such dates and times, at the price and on the other terms specified in 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. Seller accepts the risk associated with lead times of various raw materials and/or components if they are beyond those provided in such material releases, delivery schedules, manifests, broadcasts, or similar instructions.

4. Term.

The Order will commence upon Seller's acceptance under Section 1 herein. Subject to Buyer's termination rights, unless otherwise specified on the face of the Order or elsewhere in the Order, the Order is binding on the parties for the length of applicable Buyer's customer program production life (including model refreshes or extensions as determined by applicable customer), and both Buyer and Seller acknowledge the risk of the program production life being cancelled or extended by Buyer's customer. If the Products ordered are not utilized by Buyer for the production of automotive or aerospace parts or systems, the Order will be binding for one year from the date the Order is transmitted to Seller. In such case, subject to Buyer's termination rights, the 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 Order not be renewed. Notwithstanding the foregoing, if an expiration date is stated in the Order, the term of the Order will continue until that date. Unless specifically waived in writing by an authorized representative of Buyer, Seller's obligations with respect to service and replacement parts, as stated in Section 24 below, will survive the termination by either party or expiration of the Order, in whole or in part.

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 Supplier or Contractor/Equipment Supplier Manual (as appropriate). 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 Supplier or Contractor/Equipment Supplier Manual. Shipping documents are available at <https://www.gentex.com/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 or its customer'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 costs charged by Buyer's customer and/or the applicable customer or incurred by Buyer, including expedited shipping costs, to meet Buyer's obligations as a result of Seller's failure or delay in complying with any shipping or delivery requirements. Buyer may, from time to time, change shipping schedules previously furnished to Seller, or direct temporary suspension of scheduled shipments or Seller's performance under the Order, neither of which entitle Seller to modify the price for the Products or any other compensation. Title will transfer upon receipt of the Products by the Buyer.

To assure timely delivery of Products, Seller will maintain a minimum of twelve (12) weeks of inventory as safety stock. 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 will be furnished at the price set forth on the face side of the Order or 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. Any request for a price adjustment must be submitted in writing by Seller and supported by documentation to substantiate the requested adjustment. Any price adjustments to the distributor's fee (or mark-up) will be discussed and negotiated in good faith by the Parties prior to becoming effective. Seller further agrees that it will not withhold or threaten to withhold Product shipment while the Parties are negotiating the price. Seller represents and warrants that the prices for the Products 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 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 for similar products to any other customer during the term of the Order, Seller agrees to immediately reduce the prices for the Products to Buyer correspondingly. In addition, Seller shall participate in Buyer's (or Buyer's customer's) cost savings and productivity programs and initiatives to reduce Seller's costs and pass those cost savings through to Buyer.

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 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 60th day following Buyer's receipt of Seller's invoice. If Seller offers payment terms with a payment period exceeding Buyer's stated payment term or Net 60, then Buyer may utilize the longer payment period at any time without further notice. 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/or loss payee, as applicable) 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, Buyer's customer, the applicable customer and/or Buyer's designated representative, agent or affiliate may, upon twenty-four (24) hour notice, enter Seller's facility to inspect the facility or the Products, for any reason whatsoever or to conduct audits for the purpose of quality, cost or delivery verification. Seller shall furthermore grant to Buyer, Buyer's customer, the applicable customer and/or Buyer's designated representative, agent or affiliate any rights it has to inspect the facility, the Products, materials and Property of its suppliers and sub-suppliers, shall reasonably cooperate in helping Buyer or the applicable designee to perfect such rights, and if such rights cannot reasonably be granted, Seller shall use its best efforts to conduct its own inspection or audit as Buyer or the applicable designee reasonably requests, and report the findings of such inspection or audit to Buyer or the applicable designee.

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, whether during manufacture, prior to delivery, or within a reasonable time after delivery, will not constitute acceptance of any Products or work in process. 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 the storage and shipment of 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 develop and document a corrective action plan within a commercially reasonable period after receipt of a nonconforming sample and will take whatever measures that are necessary to correct the nonconformity. 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 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 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 also permit Buyer (or a third party designated by Buyer) to reasonably review Seller's books and records concerning compliance with the Order, Seller's overall financial condition. Seller shall furthermore grant to Buyer any rights it has to inspect the books and records of its suppliers and sub-suppliers, shall reasonably cooperate in helping Buyer to perfect such rights, and if such rights cannot reasonably be granted, Seller shall use its best efforts to conduct its own review as Buyer reasonably requests, and report the findings of such review to Buyer.

Seller agrees that if Seller experiences any delivery or operational problems, Buyer may, but is not required, to designate a representative to be present in Seller's applicable facility to observe Seller's operations, and Seller shall, upon Buyer's reasonable request, use its best efforts to coordinate with its suppliers or sub-suppliers experiencing any such problems to allow observation by Buyer or its designated representative. Seller agrees that if Buyer provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under the Order, Seller will reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation. If Seller becomes a debtor in bankruptcy or surrenders its assets to a lender or state court receiver and, Buyer, to obtain and/or continue the continuous flow of Products, participates in a post-petition (or post surrender) loan to Seller, Seller acknowledges and agrees that the funds advanced to participate in the loan (including attorney's fees) shall be deemed "cover" damages within the meaning of section 2-712 of the Uniform Commercial Code.

11. Warranty; Recall.

(a) Seller warrants to Buyer and Buyer's successors, assigns, customers, and end-users of the Products that the Products covered by the Order, together with all related packaging and labeling and other material furnished by Seller, will conform to all of the manufacturer's warranties; provided, however, that in no event shall any Product be covered by less than the following warranties (or their substantial equivalent): (a) upon delivery, the Products will be new and not counterfeit; (b) upon delivery, the Products will be free from all liens, claims and encumbrances whatsoever; (c) during the Warranty Period (as defined below), the Products will conform to all of the specifications and drawings furnished by Buyer (if applicable), and all of the samples, descriptions, brochures, standards and manuals furnished by Seller or Buyer; (d) during the Warranty Period, the Products will conform in all respects with all applicable federal, state and local laws, statutes, ordinances, orders and regulations; and (e) during the Warranty Period, the Products shall not, to the best of Seller's knowledge, 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. 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 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 commence upon receipt of the Products by Buyer and end 36 months following the date the vehicle or other finished product on which such parts or systems are installed is first sold and delivered or otherwise utilized for consumer or commercial purposes, provided, however, that if Buyer offers and provides a longer warranty to its customers with respect to any such parts or systems, then such longer warranty period will apply to the Products.

(c) Upon Buyer's written notification and authorization, in addition to Buyer's other rights and remedies, Seller shall promptly replace any Products not conforming to the warranties set forth herein and/or provided by law or cause the nonconformity to be corrected by the manufacturer, without expense to Buyer. In the event Seller fails to promptly have any defects corrected or replace nonconforming Products, Buyer may make such corrections or replace such Products and charge Seller for costs of materials, labor, validation, transportation, and all other costs incurred by Buyer. Buyer may reject nonconforming Products and return them to Seller at Seller's expense. Seller shall also reimburse Buyer for all direct (including reasonable attorney and professional fees) or other damages, losses, costs, expenses, and fees caused by such nonconforming Products. Such costs and damages may include, without limitation, costs, expenses and losses of Buyer and/or its customers arising from (i) inspection, sorting, repair or replacement of any nonconforming Products or any system or component that incorporates such nonconforming Products, (ii) production interruptions or slowdowns, (iii) off lining of vehicles or component systems, and (iv) field service campaigns and other corrective service actions, including, without limitation, the amounts paid to distributors and/or dealers for materials and replacement parts (including reasonable markup to recover administrative costs or other capital expenses) and the labor costs to perform such work.

(d) Notwithstanding the expiration of the warranty period set forth in subsection (b) above, if Buyer, its customer and/or the manufacturer of the vehicles (or other finished product) on which the Products, or any parts or systems incorporating the Products, are installed voluntarily or, pursuant to a government mandate, makes an offer to owners of such vehicles to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a so-called "recall"), Seller will nonetheless be liable for costs and damages associated with the conduct of such recall to the extent that such recall is based upon a

determination by Buyer or Buyer's customer (including by use of statistical analysis or other sampling methodology) that the Products fail to conform to the warranties set forth in this Order.

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 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 all Products already procured by Seller (or in transit) for performance under the Order, or (iii) have Seller provide substitute products 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. In addition, Seller shall notify Buyer in writing six (6) months in advance of the expiration of any current labor contracts. Upon providing Buyer with notice of any actual or potential delay or notice of the expiration of a labor contract, Seller shall, if requested by Buyer, procure a finished inventory of Products in quantities sufficient to ensure the supply of Products to Buyer for at least thirty (30) days after such anticipated delay commences or after the expiration of the labor contract. Seller will use commercially reasonable efforts to comply with Buyer's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed.

14. Confidentiality.

If Seller and Buyer have executed a separate non-disclosure agreement ("NDA"), that document shall be extended through the term of any open Orders and shall take precedence over the terms herein regarding confidentiality in the event of a conflict with this Section and the executed NDA.

Any information, in whatever form transmitted, and items embodying information (including drawings, designs, 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 to Buyer under the Order, and (ii) use Confidential Information solely for the purpose of supplying Products to Buyer as contemplated by the Order and will not share it with any third parties without Buyer's prior written consent. Products manufactured 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 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.

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 procure and supply Products 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) The provisions of this Subsection 15(d), and not Subsection 15(e), shall apply with respect to any Products that are (i) not specifically designed or otherwise customized for Buyer; (ii) are not manufactured based on Confidential Information; and/or (iii) are otherwise taken from existing stock or supplies (collectively, "Off-the-Shelf" Products"). Seller hereby grants to Buyer and its subcontractors and direct or indirect customers any and all rights and licenses that Seller has to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Off-the-Shelf Products delivered under the Order without payment of any royalty or other compensation to Seller.

(e) The provisions of this Subsection 15(e), and not Subsection 15(d), shall apply with respect to any Products that are manufactured based on Confidential Information. Seller agrees: (i) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to use, perform, display, reproduce, repair, have repaired, reconstruct, have reconstructed, rebuild,

distribute, modify, make derivative works of, make, have made, sell, offer to sell, import, export, and otherwise exploit, and to have repaired, reconstructed or rebuilt, Products delivered under the Order without payment of any royalty or other compensation to Seller; (ii) that Products based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent; (iii) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of the Order; (iv) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (v) to the extent that the Order is issued for the creation of copyrightable works, that the works will be considered "works made for hire," and to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights and moral rights therein (including any source code). Except as expressly agreed by Buyer in a signed writing, all Products or other deliverables provided under the Order, and all Intellectual Property Rights acquired or developed by either Seller or Buyer in connection with the Products or in connection with the Order, are owned exclusively by Buyer.

(f) Additionally, in the event that the Order is terminated prior to the expiration of the term of the Order, or during the pendency of any force majeure event that lasts for longer than thirty (30) days, Seller, to the extent Seller has the right, hereby grants and Buyer hereby accepts a nonexclusive, irrevocable, worldwide, paid-up, royalty-free license, including the right to sublicense others in connection with providing the Products to Buyer or its customers, to use all of Seller's Intellectual Property Rights with respect to the Products (which shall include the rights to use, perform, display, reproduce, repair, reconstruct, rebuild, distribute, modify, make derivative works of, make, have made, sell, offer to sell, import, export, and otherwise exploit the Products) Order for the balance of the Order term at the termination effective date. If Seller does not have the rights described in the foregoing sentence, Seller will procure such rights for Buyer. There will be no fee for this license if (a) Buyer terminates the Order for Seller's default or (b) Seller terminates the Order other than for Buyer's default. Otherwise, the parties shall agree upon a reasonable industry-standard fee for use of such Intellectual Property Rights.

#### 16. Changes.

Buyer may, at any time, notify Seller of changes to the drawings, specifications, design of the Products, process, scope of work, materials, packaging, testing, 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, including without limitation, with respect to the Products' contents, approved suppliers, design, specifications, manufacture, assembly, processing, packing, marking, shipping, price, date or place of delivery, or place of manufacture, assembly or production, 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. 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 agrees to fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements Seller will obtain all export licenses and authorizations and pay all export taxes, duties and fees unless otherwise explicitly stated in the Order, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations. Seller shall execute all required documentation as defined in the Incoterm 2020 specified in the Order. Seller warrants that all information and documents provided



under this provision shall be timely, true 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.

Items, including any associated drawings or technical data, sent to the Seller or to be delivered under the Order could be subject to U.S. Export Control laws and / or controlled by the US International Traffic in Arms Regulations (ITAR) 22 CFR part 120-130. Items not specifically classified by Buyer on the Order as military items subject to ITAR control are assumed to be commercial items. 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 Contract is a Defense Article as defined by CFR 120.6.

18. Customer and Sub-Supplier Requirements.

Where the Products under the Order are or will be sold, or incorporated into goods or services that are or will be sold, by Buyer to an original equipment manufacturer, whether directly or indirectly through an upper tier supplier, or any other third party customer, Seller will use commercially reasonable best efforts to take such steps, provide such disclosure, comply with such requirements and do all other things as Buyer deems reasonably necessary and within Seller's control to enable Buyer to meet Buyer's obligations under the terms and conditions of any contract, purchase order or other document ("Customer Terms") that may be applicable to Buyer from time to time in respect of its direct or indirect supply of such goods or services to the customer, including: delivery, packaging and labeling requirements; warranties and warranty periods; intellectual property rights and indemnification; confidentiality; access to facilities and records; and replacement and service parts. Buyer may, from time to time, in its sole discretion, provide Seller with information regarding the applicable Customer Terms, but, in any event, Seller shall be responsible for ascertaining the Customer Terms that may affect Seller's obligations hereunder. If there is any conflict between the provisions of the Customer Terms and any provisions of the Order, Buyer shall have the right to have the provisions of the Customer Terms prevail to the extent necessary to resolve such conflict.

Seller shall ensure that its suppliers and sub-suppliers are bound to all of Buyer's requirements, including the Order, and Seller shall ensure that Buyer has the right and ability to enforce such terms with such suppliers and sub-suppliers. If requested by Buyer, Seller shall provide Buyer with proof of such Order and compliance to this section.

19. Indemnification.

(a) Infringement. Seller shall immediately notify Buyer of any actual or potential infringement that Seller becomes aware of or reasonably expects to result from the combination of Buyer's products with Seller's Products. Should any of the Products hereunder become the subject of an actual or alleged infringement of any third party Intellectual Property Right, Seller shall (or shall cause the Product manufacturer to), at its own expense, either procure for Buyer the right to continue using the Products, replace the Products with non-infringing products, cause them to be modified so that they become non-infringing, or refund to Buyer the full purchase price of the allegedly infringing Products. In addition, Seller shall (or shall cause the Product manufacturer to) defend, hold harmless and indemnify Buyer, its direct and indirect customers and their respective employees, officers, directors, contractors, agents, successors and assigns against any claims of actual or alleged direct or contributory infringement or inducement to infringe of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting losses, costs, damages and expenses (including, without limitation, damages incurred from Buyer's customers, attorney and other professional fees and disbursements) relating to the Products covered by the Order.

(b) General. Seller will defend, hold harmless, and indemnify Buyer, its direct and indirect customers and their respective employees, officers, directors, contractors, agents, successors and assigns from and against any and all liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or

in connection to Seller's representations, performance or obligations under the Order or under any legal theory related to the Products.

(c) Buyer's Participation. 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.

20. 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 in connection with the Order; (b) delivers Products 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 supply of Products 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 direct or other 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 from another source.

21. 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 and cause all of its contractors and subcontractors to cease work on the portion of the Order so terminated; (b) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; and (c) upon Buyer's request, cooperate with Buyer in transitioning the production of Products to a different supplier, including activities described in Section 23. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Products in the quantities ordered by Buyer that conform to the Order for which Seller has not been paid; (ii) Seller's or its suppliers' reasonable actual cost of merchantable and useable work-in-process and the parts and materials transferred to Buyer under part (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its suppliers or subcontractors required under the Order, to the extent directly caused by the termination, but limited to the amount of the firm quantities of Products and raw materials/components specified in material releases, delivery schedules, or similar instructions issued by Buyer and then currently outstanding; (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (c) if applicable, and amounts due in connection with Transition of Supply under Section 23. Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's suppliers or subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures that can be sold to other customers or in amounts exceeding

those authorized in the material releases, delivery schedules or similar instructions issued by Buyer, or general administrative burden charges from termination of the Order. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination (or such shorter period as may be required by Buyer's customer and/or the applicable customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller, and any termination shall be without prejudice to any claims which Buyer may have against Seller. In the event of a termination of the Order by Buyer as a result of Buyer ceasing to be a supplier to its customer for the vehicle program in respect of which Buyer issued the Order, Buyer shall only be obligated to compensate Seller for any costs under this Section if, when and to the extent that Buyer's customer reimburses Buyer for such costs.

22. Remedies.

The rights and remedies reserved to Buyer in each Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Buyer for any direct or other damages (including lost profits) caused or incurred as a result of Seller's breach or by nonconforming Products, including without limitation costs, expenses and losses incurred directly or indirectly by Buyer, its customer(s), and/or the applicable customer: (i) in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Products; (ii) resulting from production interruptions; (iii) conducting recall campaigns, customer field service actions or other corrective service actions; or (iv) resulting from personal injury (including death) or property damage caused by the nonconforming Products. 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. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Products, and will participate in and comply with warranty reduction or related programs of Buyer or, to the extent directed by Buyer, of Buyer's customer and/or the applicable customer(s) that relate to the Products. 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, or for possession of Buyer's Property, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach without posting of a bond, plus Buyer's reasonable attorneys' fees incurred in seeking such relief.

23. 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 cooperate in the transition of supply to an alternate supplier, including the following, which will collectively be referred to as "Transition Support":

(a) Seller will continue delivery of all Products as ordered by Buyer, at the prices, and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s), including, at Buyer's request, providing a sufficient inventory bank of Products covered by the Order, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Products as needed;

(b) At no cost to Buyer, Seller will use its best efforts to cause its suppliers to 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 Products and components;

(c) Seller will provide storage and/or management of extra inventory of Products, extraordinary packaging and transportation and other special services as expressly requested by Buyer in writing.

(d) If the transition occurs for reasons other than Buyer's termination of Seller for Seller's breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of the assistance under this Section 23 provided that Seller has advised Buyer in writing 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 Seller will accept the agreed portion without prejudice to Seller's right to seek to recover any disputed amounts.

**24. Service and Replacement Parts.**

During the term of the Order and for five years after a vehicle program concludes production or the production on a specific part concludes (unless a different period is agreed in writing by the parties), Seller will supply Buyer's written "replacement parts" and "service parts" orders for the same Products, component parts and materials at the price(s) set forth in the Order plus any actual cost differential for special packaging. If the Products are systems or modules, Seller will sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in the Order, less assembly costs, plus any actual cost differential for packaging. For an additional ten years, or so long as the Buyer's customer and/or the applicable customer requires service parts, whichever is longer (or a different period if agreed in writing by the parties), Seller will sell Products to Buyer in order to fulfill Buyer's past model service and replacement parts requirements, at price(s) based on the most recent price(s) under the Order, taking into account actual, documented differences in the cost of materials, packaging, and costs of production after any of Buyer's current model purchases have been completed, as mutually and reasonably agreed by the parties. At Buyer's request, Seller will procure and make available service literature and other materials at no additional charge to support Buyer's service part sales activities. Unless otherwise expressly agreed in writing by an authorized representative of Buyer or Buyer removes tooling from Seller necessary for the production of service parts, Seller's obligations under this Section 24 shall survive termination or expiration of the Order for any reason.

**25. 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.

**26. 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.

**27. 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.

**28. Compliance with Laws.**

Seller, and any Products provided by Seller, shall comply with all applicable rules, regulations, orders, conventions, ordinances and standards, including without limitation (i) in relation to the labeling, transport, import, export, licensing, approval or certification of the Products, (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.

#### 29. 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 or by reason of their sale or delivery.

#### 30. 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.

#### 31. Environmental and Social Responsibility.

Buyer recognizes the importance of environmental responsibility and Buyer's goal is to protect the environment by meeting legal and other requirements and to strive for continual improvement in its environmental performance. During the process of product development, the overall requirements of environmental responsibility are to be implemented in a manner appropriate to each specific component. To achieve high process environmental performance, Seller shall ensure that its suppliers introduce and maintain an effective environmental system including such elements as using raw materials which are suitable for recycling (when available), designing Products according to weight saving principles with a view to reducing fuel consumption and emission in the use phase and minimizing exhaust, noise and solids emissions during the production, use and recycling phases according to state-of-the-art technologies.

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

- 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 (including aligned plans toward carbon neutrality), and
- Compliance with current laws and regulations.

Moving forward, these activities will be evaluated through a required sustainability assessment.

#### 32. Ingredients and Hazardous Materials.

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Seller has available to it (or can be obtained from its suppliers or sub-suppliers using reasonable efforts): (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. Seller shall comply with all national, state, provincial and local laws and regulations pertaining to product content and warning labels. Upon Buyer's request, Seller will provide a written certification (from Seller or its supplier) of 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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 33, this Section 36 shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.