

Gentex Corporation Terms and Conditions **Effective March 24, 2017**

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 all other parts of Buyer's Supplier Manual or Contractor/Equipment Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>) (collectively "Agreement"). When accepted, the Order supersedes all prior agreements, purchase orders, quotations, proposals and other communications 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 of Products and/or Services signs and returns Buyer's Supplier or Contractor/Equipment Supplier Manual to Buyer, then all purchases of Products and/or Services made by Buyer from such Seller through any means other than issuance of a purchase order or purchase order revision by Buyer shall also be governed by this Agreement and all other parts of Buyer's Supplier or Contractor/Equipment Supplier Manual (available at <http://www.gentex.com/corporate/supplier-information>), and all references to the Order hereinafter should be interpreted to include all such non-purchase order-based purchases, except that where this Agreement references the appearance of a term on the a face of the Order, in the case on non-purchase order purchases, such terms shall be as otherwise indicated by Buyer. **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 and Services 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 within the first month of each calendar year, and will be updated 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 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 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 25 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 2010). 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) (available at <http://www.gentex.com/corporate/supplier-information>). Shipping documents shall be sent 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 (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, as a result of Seller'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. Seller will pay any costs incurred by Buyer, including costs charged by Buyer's customer and/or the applicable customer or incurred by Buyer 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, upon written request from Buyer, manufacture Products in excess of Buyer's current requirements at such inventory reserve level as may be set by Buyer from time to time to serve as a reserve for shipment. 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.

7. Pricing.

The Products and/or Services 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. Unless expressly stated in the Order, prices are not subject to increase, and Seller assumes the risk of any event or cause affecting prices, including, without limitation, increased raw material costs, increased labor or other manufacturing costs, increased development costs, currency fluctuations, changes in volumes or program length from those estimated or expected, or any event that impacts the price or availability of materials and supplies. 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 (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/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; Non-conforming 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, Products, materials, and any of Buyer's Property related to the Order for any reason whatsoever or to conduct audits for the purpose of quality, cost or delivery verification. 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 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 non-conforming 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 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 non-conforming 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 non-conforming sample and will take whatever measures that are necessary to correct the non-conformity. Buyer, in its sole discretion, may require Seller to inspect the Products, at Seller's sole cost and expense, for a commercially reasonable period after discovery of non-conforming Products, including without limitation, after the corrective action has been taken. Payment for non-conforming 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 also permit Buyer (or a third-party designated by Buyer) to reasonably review Seller's books and records concerning compliance with the Order and Seller's overall financial condition. Seller agrees that if Seller experiences any delivery or operational problems, Buyer may, but is not required, to designate a representative to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that if Buyer provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under the Order, Seller will reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and will grant access to Buyer to use Seller's premises and machinery, equipment, and other property necessary for the production of the Products and/or Services covered by the Order. If Seller becomes a debtor in bankruptcy or surrenders its assets to a lender or state court receiver and, Buyer, to obtain and/or continue the continuous flow of Products and/or Services, 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 and/or Services that the Products and/or Services covered by the Order, together with all related packaging and labeling and other material furnished by Seller, will (a) be new; (b) be free from all liens, claims and encumbrances whatsoever; (c) conform to all of the specifications and drawings furnished by Buyer, (d) conform to all samples, descriptions, brochures, standards and manuals furnished by Seller or Buyer, (e) be merchantable, (f) be free of any defects in design, material and workmanship, (g) be selected, designed (to the extent designed by Seller), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer, (h) conform in all respects with all applicable federal, state and local laws, statutes, ordinances, orders and regulations, including, without limitation, those regarding occupational health, and (i) 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. These warranties are intended to provide Buyer with protection from any and

all warranty claims brought against Buyer by its customers and/or the applicable customers, including those warranties required by Buyer's customer and/or the applicable customers relating to the Products or any parts or systems into which such Products are incorporated. All such customer-required and/or customer-required warranties are incorporated herein by reference. 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) In the case of Products supplied for use as, or incorporation into, parts or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon receipt of the Products and/or Services by Buyer and, except as otherwise provided herein or as otherwise expressly agreed in writing by an authorized representative of Buyer, 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 and Services. In the case of Products and Services supplied for other uses, the period for each of the foregoing warranties will be as specified by Buyer.

(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 indirect, direct, incidental, consequential (including reasonable attorney and professional fees) or other damages, losses, costs, expenses and fees caused by such nonconforming Products and/or Services. 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 Goods or Services or any system or component that incorporates such nonconforming Goods or Services, (ii) production interruptions or slowdowns, (iii) offlining 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 and/or Services, or any parts or systems incorporating the Products and/or Services, 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 or Services fail to conform to the warranties set forth in this Order.

12. Buyer's and/or Buyer's Customer's Property

(a) Unless otherwise agreed to in writing, all information, including all Confidential Information as defined in Section 16, materials, tooling, dies, special dies, patterns, jigs, gauges, fixtures, drawings,

designs, samples, tooling aids, molds and/or any other property for which Buyer has paid or has agreed to pay, has furnished directly or indirectly, and/or has made available to Seller for use by Seller to perform its obligations under the Order, including, but not limited to, that which has been ordered through and manufactured by a third party supplier, shall be and remain the property of Buyer, Buyer's customer or the applicable end customer (collectively "Buyer's Property"). Seller shall hold Buyer's Property on a bailment basis as a bailee-at-will and bears the risk of loss of, theft and damage to Buyer's Property. Buyer's Property shall (i) be used exclusively by Seller for performance of its obligations under the Order and for the benefit of Buyer; (ii) be and remain conspicuously marked by Seller as the property of Buyer, or of Buyer's customer or the applicable end customer, as appropriate, (iii) not be commingled with the property of Seller or with that of a third person, (iv) be removed from Seller's site only upon Buyer's instructions, unless such removal is for normal repair and maintenance, in which case Seller shall provide prior notice to Buyer of the date, expected duration, maintenance to be completed and location of such intended removal; (v) be held at Seller's risk and insured at its expense in a replacement cost amount with loss payable to Buyer (evidence of insurance to be furnished upon request); (vi) be maintained at Seller's expense, in good condition capable of producing Products that meet the applicable specifications, and (vii) not be modified without Buyer's written consent. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property immediately upon attachment to or incorporation into Buyer's Property. Products manufactured by Seller with the use of Buyer's Property may not be used for Seller's own use or manufactured or provided (or offered to be manufactured or provided) to third parties without Buyer's express written authorization. Seller grants to Buyer a purchase money security interest in Buyer's Property, and any portion thereof, as well as work in progress, raw materials, drawings and other items dedicated to constructing any Buyer's Property and agrees to perform any act and execute any document reasonably necessary to perfect Buyer's security interest in Buyer's Property..

(b) Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein, (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes, and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND TO THE EXTENT PERMITTED BY LAW, BUYER SHALL HAVE NO LIABILITY TO SELLER OR ANYONE CLAIMING BY OR THROUGH SELLER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR CAUSED BY BUYER'S PROPERTY.

(c) Seller agrees that Buyer has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Buyer's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Upon Buyer's request and in accordance with Buyer's instructions, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller either (i) FCA loaded (Incoterms 2010) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer's Property or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the location Buyer designates. If Seller fails to release and deliver Buyer's Property as required herein immediately on demand, Buyer will sustain irreparable harm and, as such, may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property. Seller shall be responsible for all legal fees and costs associated with Buyer's enforcement of this section and recovery of the Buyer's Property. Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert, any claims of ownership to or any other interest in Buyer's Property. Seller will be responsible for replacing or repairing, in Buyer's sole discretion, Buyer's Property if it is stolen, damaged or destroyed regardless of cause or fault. Seller waives, to the extent permitted by law,

any lien or other rights that Seller might otherwise have on any of Buyer's Property, including but not limited to molder's and builder's liens, or any liens or other rights that Seller might otherwise have on Buyer's Property for work performed on such property, for the purchase price of Products, or otherwise. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's, Buyer's customer's or the customer's ownership of Buyer's Property, as applicable.

13. Seller's Equipment.

Seller, at its expense, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, dies, gauges, fixtures, molds, patterns, fixtures and other accessories, required for the production of Products covered by the Order (collectively, "Seller's Equipment"). Seller will insure Seller's Equipment with fire and extended coverage insurance for its full replacement value. Seller grants Buyer an irrevocable option to take possession of, and title to, all or part of Seller's Equipment that is specially designed or outfitted for the production of the Products or provision of Services covered by the Order. In the event Buyer exercises its option, Buyer will, within 45 days following delivery of such Seller's Equipment to Buyer, pay to Seller the lower of (i) the net book value of such Seller's Equipment (i.e., actual cost less amortization) or (ii) then current fair market value of such Seller's Equipment, in each case less any amounts that Buyer has previously paid to Seller on account of such Seller's Equipment. The foregoing option will not apply to the extent that Seller's Equipment is used to produce goods that are the standard stock of Seller and are then being sold by Seller to other customers. Buyer's right to exercise the foregoing option is not conditioned on Seller's breach or Buyer's termination of the Order or upon payment of any other amounts due under the Order.

14. 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.

15. 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. 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 Buyer's expense all finished foods, work in process, materials and supplied produced or acquired for performance under the Order, or (iii) 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. 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 produce 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.

16. 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 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, while in effect, 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.

17. Intellectual Property Rights.

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. Seller agrees that: (i) Buyer and its subcontractors and direct or indirect customers have 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; (ii) that Products and/or Services 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 and/or Services 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 and/or Services or in connection with the Order, are owned exclusively by Buyer. Additionally, Seller hereby grants and Buyer hereby accepts a non-exclusive, 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 in existence prior to the issuance of the Order and acquired or developed entirely independent of Seller's obligations under the Order to obtain from alternate sources products and services similar to the Products and/or Services covered by the terminated Order for the balance of the Order term at the termination effective date. 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 Seller's Intellectual Property Rights. 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.

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.

18. Changes.

Buyer may, at any time, make 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 implement any such changes. Any request by Seller for an adjustment in price or time for performance in connection with any such change must be made in writing within thirty (30) days from the notice of the change, and Seller will, as requested, promptly provide information to Buyer relating to its adjustment request. Upon receipt of such information from Seller, Buyer may, in its sole discretion, equitably adjust the price or time for performance. 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, 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.

19. 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 2010 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.

20. Customer and Sub-Supplier Requirements.

Where the Products or Services 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 shall take such steps, provide such disclosure, comply with such requirements and do all other things as Buyer deems necessary or desirable 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 or desirable 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.

21. Indemnification.

(a) Infringement. Seller shall immediately notify Buyer of any actual or potential infringement that Seller 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, in addition to its other obligations, at its own expense, either procure for Buyer the right to continue using the Products, replace or modify the same so that they become non-infringing, or refund to Buyer the full purchase price of the alleged infringing Products. In addition, Seller will 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 or Services covered by the Order, including any claims in circumstances where Seller has provided only part of the Products or Services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications. Seller understands that any delay in production caused by intellectual property infringement may cause Buyer to incur damages from its customers. Seller indemnifies Buyer for any of these costs, fines and damages.

(b) Activities on Buyer's Premises. 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 liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's direct or indirect customer's premises or the use of the property of Buyer or any direct or indirect customer of Buyer, except to the extent such liability arises out of the gross negligence or willful misconduct of Buyer or any direct or indirect customer of Buyer.

(c) 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.

(d) 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.

22. 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 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, in accordance with Section 24 below, Seller shall be liable to Buyer for all indirect, direct, incidental, consequential 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 and services from another source.

23. 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 and b) transfer title and deliver to Buyer the finished Products, the 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; (c) 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; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's request, cooperate with Buyer in transitioning the production of Products to a different supplier, including activities described in Section 25. 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 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 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 (d), and (e) if applicable, and amounts due in connection with Transition of Supply under Section 25. 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 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 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 the 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.

24. 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 indirect, direct, incidental, consequential or other damages (including lost profits) 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, its customer(s), and/or the applicable customer: (i) in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Products and/or Services; (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 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. 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.

25. 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 production and delivery of all Products and Services 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 and/or Services as needed;
- (b) At no cost to Buyer, Seller will promptly provide all requested information and documentation regarding, and access to, Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components;
- (c) Seller will, subject to Seller's reasonable capacity constraints, provide special overtime production of Products and Services, 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) Seller will, upon request by Buyer, promptly return to Buyer all Buyer's Property and/or Buyer's customer's property in the same condition as when it was originally received by Seller; and
- (e) 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 24 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.

26. 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 make service literature and other materials available 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 25 shall survive termination or expiration of the Order for any reason.

27. 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.

28. 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.

29. 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.

30. Compliance with Laws.

Seller, and any Products and/or Services provided by Seller, shall comply with all applicable 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.

31. Taxes.

Unless prohibited by law or otherwise stated on the Order by the use of an Incoterm 2010, 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 goods and services ordered, or by reason of their sale or delivery.

32. 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 effect 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.

33. 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 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.

Buyer's and Seller's corporate activities 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, and
- Compliance with current laws and regulations.

34. Ingredients and Hazardous Materials.

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (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 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.

35. Governing Law.

The Order shall be governed and construed under the laws of the state of Michigan. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) SHALL NOT APPLY TO TRANSACTIONS OR AGREEMENTS BETWEEN BUYER AND SELLER.

36. 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.

37. 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.

38. 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, or by mail at P.O. Box 50191, Minneapolis, MN 55405. Notwithstanding the choice of law provision in the Order, this section eighteen (18) shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.