



**CENTURY MOLD CO. INC.**  
**EXCELLENCE IN PLASTICS**  
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## **PURCHASE ORDER TERMS AND CONDITIONS**

### 1. ACCEPTANCE / AMENDMENTS:

Each purchase order (“Order”) constitutes an offer by Century Mold Company Inc., or its applicable affiliate(s) named thereon (“Buyer”) to purchase from Seller the goods and/or services referenced in the Order (collectively, the “Goods”) exclusively under these terms and conditions (“Terms”). Acceptance of the Order is expressly limited to these Terms. No amendment, modification or waiver of any of these Terms will be effective against Buyer except as set forth in writing signed by Buyer’s authorized representative. The Order does not constitute acceptance of any offer or proposal made by Seller and Seller acknowledges that: (i) a request for quotation or similar document issued by Buyer is not an offer by Buyer; and (ii) any response by Seller to a request for quotation or similar document issued by Buyer is not an offer by Seller. Any additional or different terms proposed by Seller, whether in Seller’s quotation, acknowledgement, invoice or otherwise are unacceptable to Buyer, are expressly rejected by Buyer and will not become a part of the Order or deemed a rejection or counteroffer. All specifications, drawings and other data referred to in the Order or submitted by Seller to Buyer concerning Goods, together with these Terms and the written policies of Buyer, are hereby made a part of the Order as if fully set forth herein. The Order will be deemed accepted by Seller and will constitute the entire agreement between the parties with respect to the subject matter thereof upon any of the following: (a) Seller’s acceptance or acknowledgement of the Order; (b) Seller’s commencement of work or performance; (c) Seller’s acceptance of any payment under the Order; or (d) Seller’s failure to deliver written notice of rejection to Buyer within ten (10) days of receipt of the Order. For avoidance of doubt, a signed acceptance of the Order is not required.

### 2. CHANGES:

Buyer reserves the right at any time prior to delivery by written notice to Seller to make change(s) to the Goods, Order or release, including changes to drawings, designs or specifications of the Goods ordered, the method of manufacturing, processing, packing and shipping, approved sub-suppliers, the time, place or method of delivery, the quantity of Goods ordered, any inspection, testing or quality control requirements or any other changes to the applicable scope of work covered by an Order. Seller will promptly make any such change(s). Any such changes shall be deemed not to affect the time for performance or cost under the Order unless, within five (5) business days of Buyer’s issuance of such notice, Seller notifies Buyer of any impact on the price or time for delivery or performance and a detailed claim for any requested adjustment(s) thereto (including a cost break-down comparing original requirements and costs to the changed requirements and costs and other supporting information and related documentation). If after reviewing such claim and request, Buyer determines in its sole judgment that an adjustment is warranted (taking into consideration whether any adjustments are expected to be received by Buyer from its customer), the parties will discuss an equitable adjustment in Order price, delivery schedule or both; however, no adjustment will be binding on Buyer unless evidenced by an Order, change notice or revision to the Order issued by an authorized representative of Buyer’s purchasing staff. Nothing in this Section will excuse Seller from promptly implementing the change made by Buyer even if Buyer has not agreed on an equitable adjustment as detailed above. If Seller learns of a potential change to the Goods, services or its process that may reduce costs, improve quality, or otherwise be beneficial to Buyer, Seller will promptly inform Buyer of the potential change together with all necessary information and documentation so as to permit Buyer to fully assess the proposed change. Seller will not make any change to the Goods or its processes except in accordance herewith and as Buyer instructs in writing or with Buyer’s written approval and Seller shall provide, at Seller’s sole cost, any samples and additional information, testing or other data requested by

Buyer at the times and in the form requested by Buyer. In connection with and prior to implementation of any Seller change request approved by Buyer in writing, Buyer may condition its approval on and otherwise require, among any other requirements demanded of Seller, that (a) adjustments be made to the price of Goods or delivery schedule and (b) Seller, at Seller's sole cost, prepare a safety stock of Goods satisfactory to Buyer.

### 3. PACKING / MARKING AND SHIPPING / PACKING SLIPS:

Seller will pack, mark and ship all Goods in accordance with the requirements of the Order and good commercial practices, in a manner which will permit the securing of the best transportation rates, and otherwise in compliance with applicable law. Damage to any Goods or other property or persons resulting from improper packaging or labeling will be charged to Seller. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage or transportation thereof, unless stated in the Order. Packing slips must accompany all shipments. Where a Certificate of Conformance for product or raw material testing results are required, this documentation must also accompany the shipment or be sent to Buyer ahead of time for review/approval. Seller will otherwise promptly provide Buyer with each shipment all necessary information and other documents as required by applicable law together with any additional items requested by Buyer from time to time. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. Buyer's Order number and Seller's packing slip number, description and count must appear on all invoices, packages, and bills of lading. Seller shall take all necessary steps to ensure the accurate and timely delivery and receipt of planning and shipping releases between Seller and Buyer, and if requested, will send advance shipment notifications electronically at the time of shipment in accordance with Buyer's instruction. Seller will pay all premium freight costs over normal freight costs as necessary to meet Buyer's required delivery dates due to Seller's acts or omissions or any issues with Seller's operations or supply chain. Without otherwise limiting Buyer's rights and remedies, Seller shall reimburse Buyer on demand for any Losses (as defined below) incurred as a result of Seller's improper routing or shipping or any other non-compliance with this Section, including all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage, rework, repair or replacements.

### 4. QUANTITY/ DURATION / DELIVERY:

For Goods used in the production of automotive parts or systems, whether the Order expressly requires Seller to manufacture, ship, deliver or provide a specified quantity of Goods or specifies the quantity as zero, "blanket," "see release," "as scheduled," "as directed," "as requested," "subject to Buyer's releases" or any similar descriptors, the Order shall be deemed a requirements contract requiring Buyer to purchase, and Seller to supply, no less than one piece or unit of each Good and no more than one hundred percent (100%) of Buyer's requirements of Goods at the price(s) stated on the face of the Order in such quantities as are specifically identified by Buyer as firm orders in Buyer's releases issued or otherwise made available to Seller (such instructions shall be deemed releases under the Order notwithstanding that they may be issued in a form identical or substantially similar to the Order or as a revision of an earlier Order). For avoidance of doubt, for Goods used in the production of automotive parts or systems, an Order shall not constitute a requirements contract as described in the preceding sentence only if the face of the Order expressly states that such Order is a "spot buy" purchase. Seller acknowledges and agrees that it knows whether the Goods are used in the production of automotive parts or systems.

If the Goods are not used in the production of automotive parts or systems, Seller shall manufacture, ship, deliver or provide the quantity of Goods specified on the face of the Order at the price(s) stated thereon.

From time to time, Buyer will issue to Seller release forecasts of its anticipated Goods requirements. For avoidance of doubt, each such release issued or otherwise made available to Seller shall be deemed part of and shall be governed by and subject in all respects to, the Order (including these Terms). The parties

acknowledge that any forecast is an estimate only, is non-binding and provided for informational purposes only, and is subject to change at any time for any variety of internal and external factors within and outside Buyer's control. Buyer makes no representation, warranty, express or implied, including as to the accuracy or completeness of any such estimates, forecasts or other projections provided by Buyer to Seller from time to time. Seller will not manufacture Goods, or procure raw materials in excess of that required to fill Buyer's firm releases, unless earlier procurement (not to exceed three (3) weeks fabrication), is necessary to maintain orderly supply. However, under no circumstances will Buyer be obligated to purchase Seller's unused raw material or work-in-process inventory or a quantity of finished goods that exceeds Buyer's firm releases and Seller acknowledges the risk of procuring raw materials and manufacturing Goods beyond Buyer's firm releases.

The Order will be effective on the date specified in the Order, or if no date is specified, when issued by Buyer. Unless terminated earlier in accordance with the terms of the Order (including these Terms), the Order will expire and terminate on the date specified on the Order.

For Goods used in the production of automotive parts or systems, if no date is specified on the face of the Order, subject to Buyer's termination rights, the Order is binding on the parties for the length of the applicable Original Equipment Manufacturer ("OEM") vehicle program production life (including model refreshes or extensions as determined by the applicable OEM) and for the period of time that Buyer requires supply of service or replacement parts or services pursuant to Section 20 below. Both Buyer and Seller acknowledge the risk of the vehicle program production life being delayed, suspended, cancelled, extended or otherwise expanded or reduced by the OEM, and Seller further assumes such risk and agrees to supply according to any applicable program life changes.

If the Goods are not used in the production of automotive parts or systems, the term of the Order will be for one year from the date the Order is transmitted to Seller. In that event, and still subject to Buyer's termination rights, the Order will automatically renew for successive one-year periods after the initial term and each such renewal term unless Buyer provides written notice to Seller of its desire that the Order not be renewed (and thereafter, Seller shall reasonably cooperate with Buyer to secure an alternate source of supply acceptable to Buyer and to otherwise ensure an orderly transition of supply pursuant to Section 18 below). However, if an Order includes an expiration date, 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 supply of service and replacement parts, if any, will survive the termination or expiration of the Order.

Unless otherwise expressly stated in the Order, all Goods will be delivered by Seller DDP Buyer's plant (as defined in Incoterms 2010), in which case: (a) all transportation charges (including terminal switching charges) will be at Seller's expense and (b) Buyer will not be liable for any insurance, storage, parking, demurrage, detention or other charges. Seller will deliver in strict conformance with the delivery date(s), times, quantities and delivery locations specified in the Order or, if delivery date(s), times, quantities or location are not specified, then only as authorized in shipment releases issued by Buyer to Seller. Notwithstanding the foregoing or anything to the contrary, risk of loss or damage shall not pass to Buyer until such Goods are finally accepted by Buyer regardless of any transfer of title. Time and quantities are of the essence under the Order and Seller agrees to 100% on-time delivery of the quantities and at the times and locations specified by Buyer. Seller shall immediately notify Buyer if Seller is or may be unable to deliver the Goods in the quantities and on the dates and times specified by Buyer. Excess quantity can be refused at the dock or upon arrival or can be returned at Seller's expense within sixty (60) days. Incomplete deliveries will be assumed as back order and remaining balance can only be cancelled by receiving authorization from Buyer in writing. Buyer will have the right to reject any Goods which are tendered by Seller in advance of the date scheduled for delivery, to accept early delivery of Goods and defer payment until after the scheduled delivery date or to accept early delivery of Goods and place such Goods in storage at Seller's expense until the scheduled delivery date. Buyer is not obligated to accept partial deliveries. Risk

of loss or damage and responsibility for the inspection, sorting, storage, maintenance, insurance, re-performance or return of any rejected deliveries or deliverables shall be borne solely by Seller. If delivery by lots is specified, the designated quantity within each lot and the number of lots to be delivered will not deviate from the Order schedule unless written authorization is received by Seller from an authorized representative of Buyer's purchasing staff. If Seller's delivery of the purchased Goods is not made in strict conformance of the quantities and at the times specified herein, Buyer reserves the right without liability and in addition to any other rights and remedies, to cancel the Order and to procure substitute Goods and charge Seller with any loss incurred including lost profits, special damages, and any other Losses incurred by Buyer, including all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage, replacements or re-performance. No act of Buyer, including acceptance of early, late, partial or excess deliveries or performance, any inspection (or lack thereof) or payment, shall act as a waiver of Buyer's rights under this Section.

#### 5. FORCE MAJEURE:

Neither party will be liable for delays or defaults to the extent solely and directly due to causes beyond its control and without its fault or negligence for so long as such event or occurrence continues. Force majeure events and occurrences that may be excused pursuant to this Section are strictly limited to acts of God, war or riot, governmental restrictions, orders and regulations, pandemics or epidemics officially declared by the World Health Organization and related government-mandated quarantines, and fire, flood, earthquake or explosion. However, if Seller's performance is affected or Seller has reason to believe that its performance will be affected due to such cause, Seller must immediately (in no event more than two (2) days thereafter) deliver to Buyer written notice setting forth the cause of the actual/anticipated delay. If Seller's delay or default is caused by a delay or default of a subcontractor or supplier, such delay or default will be excused only to the extent it arose solely and directly due causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the Goods were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. For avoidance of doubt, Security Incidents (as defined in Section 28.C below) and any change in cost or availability of materials, components or services, supplier actions, labor disruptions or contract disputes do not constitute force majeure events and will not excuse Seller's performance, and Seller assumes these risks. Seller shall use diligent efforts to end the delay or failure and ensure the effects of such force majeure event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the event causing such delay or failure. If any act or event described in this Section prevents or will prevent Seller from performing its obligations under the Order, Buyer will have the right, without obligation or liability to Seller, to purchase substitute Goods from another supplier until Seller is able to resume performance of its obligations hereunder or have Seller provide substitute Goods from other available sources as it directs, and in each case reduce its order quantities for Goods respectively. Under such circumstances Seller will reimburse Buyer for any premium reasonably and verifiably paid by Buyer for such Goods. Without limiting Seller's other obligations under this Section, in the event of any supply allocation by Seller in connection with a force majeure event, Seller will give preference to Buyer for all Goods ordered prior to and for the duration of such event until such time as Seller is operating normally. Notwithstanding the foregoing or anything contained herein to the contrary, if Seller fails to promptly (in no event later than two (2) business days of the force majeure event) provide adequate assurances to Buyer in writing that any delay will not exceed thirty (30) days, or in the event any delay lasts more than thirty (30) days, Buyer may terminate an Order or all or any part of an Order without any liability or obligation to Seller, including any obligation to purchase, pay or reimburse Seller for undelivered finished Goods, work-in-process or raw materials. The rights granted to Seller with respect to excused delays under this Section are intended to limit Seller's rights under theories of force majeure, commercial impracticability, impracticability, or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under Sections 2-615 or 2-616 of the Uniform Commercial Code.

## 6. INSPECTION / REJECTION / REVOCATION:

Seller shall provide upon request proof of inspection of Goods before delivery. Payment for any Goods under the Order will not constitute acceptance thereof and Buyer reserves the right to inspect all Goods purchased under the Order at Buyer's discretion (provided, however, in no event shall inspection by Buyer be required) and to reject nonconforming Goods or revoke acceptance of non-conforming Goods. At Buyer's option, at Seller's risk and expense and without waiving any other remedy Buyer is entitled to under the Order or law, Buyer may return non-conforming Goods to Seller, require Seller to grant a full refund or credit to Buyer for non-conforming Goods, hold nonconforming Goods for disposition by Seller or rework nonconforming Goods to detect and correct nonconformities. In the event of multiple nonconforming Goods, Seller will, within forty-eight (48) hours from notice thereof by Buyer, submit a written corrective action report to Buyer. Such report will identify the root cause of the nonconformance, identity of the affected Goods, and a corrective action plan, for Buyer's review and approval. A permanent corrective action will be implemented by Seller within forty-eight (48) hours of Buyer's acceptance of Seller's written corrective action plan. For avoidance of doubt, Buyer will not be liable for failure to accept any part of the Goods purchased hereunder if such failure is the result of any cause beyond the control of Buyer including fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Buyer's facilities for any cause.

## 7. QUALITY SYSTEMS:

Buyer will evaluate and select suppliers based on their ability to supply products in accordance with Buyer's requirements. For Goods used in the production of automotive parts or systems and/or as directed by Buyer, Seller agrees to work within the confines of the ISO 9001:2015 / IATF 16949 Quality Management System as it pertains to general requirements of the Good's quality, engineering specifications, control of records, record retention, process efficiency, customer focus, planning, quality objectives, competent employee training, proper infrastructure, product realization, customer-related processes, statutory and regulatory conformity, Seller's quality management system development, Seller's sub-supplier quality management system development, customer approved sourcing, verification of purchase product, incoming product conformity to requirements, supplier monitoring system, control plans, work instructions, preventive and predictive maintenance, management of production tooling, production scheduling, identification and traceability, Buyer owned production tooling/property, measurement system analysis, calibration and verification recording, laboratory requirements, Buyer's satisfaction, control of non-conforming Goods and continual improvement, corrective, and preventative actions. Without limiting the foregoing, Seller agrees to meet or exceed all requirements of industry Production Part Approval Processes as specified from time to time by Buyer and agrees to promptly provide all information and supporting documentation necessary to demonstrate Seller's compliance therewith as requested from time to time by Buyer. Seller will be evaluated based, in part, on product conformity, customer disruptions, field returns, delivery schedule performance, instances of premium freight, special status customer notifications related to quality or delivery issues, and status of 3rd party quality system registrations (IATF 16949 registration preferred, ISO 9001 registrations with a plan for future IATF 16949 conformance is acceptable, anything less will need to be reviewed by Buyer more regularly as directed by Buyer).

If the Order is for tooling, the tooling shall be designed and manufactured in accordance with the Century Mold Tool Design Manual WI-7100-02 and Tool Design Checklist F-7100-15, as each such manual, checklist or policy is in effect or modified from time to time (or any successor thereto), the terms of which are incorporated herein by reference. These documents have been made available to Seller and will otherwise be provided by a Century Mold Tooling Engineer upon request.

## 8. SELLER'S WARRANTIES:

A. Warranty. Seller represents and warrants the Goods will: (i) conform to all final instructions, specifications, drawings, data, descriptions, samples and models that are furnished, specified, approved or otherwise adopted by Buyer; (ii) be manufactured entirely of new materials, and be merchantable, free from all defects in materials, design (to the extent designed by Seller or any of its subcontractors or suppliers) and workmanship; (iii) be fit, sufficient, and suitable for the particular purpose for which the Goods are intended, including and as applicable, the specified performance in the component, system, subsystem or end-product location and the environment in which they are or may reasonably be expected to perform; (iv) not and do not infringe, misappropriate, dilute or otherwise violate any patent, trademark, copyright or other intellectual property of any third party; (v) comply with all applicable laws of the jurisdictions in which the Goods originate or are to be consumed, used, sold, or performed; and (vi), at the time of physical delivery, be conveyed to Buyer with good title, free of all liens, claims, and encumbrances whatsoever. Seller agrees that these warranties will survive acceptance of the Goods. Seller acknowledges and agrees that it knows the particular purpose for which the Goods are intended. All warranties stated in this Section extend to Seller's future performance and are not modified, waived or discharged by delivery, inspection, tests, acceptance or payment by Buyer. Buyer's approval of any design, instruction, specification, drawing, data, description, sample, model, material, process or other aspect of the Goods or Seller's performance under the Order will not relieve Seller of these warranties. All warranties stated in this Section 8 are also extended to, and will inure to the benefit of, Buyer and Buyer's affiliates, subsidiaries, successors, assigns, customers to whom the Goods provided hereunder may be sold or transferred (collectively, "Buyer Entities"). The warranties provided in this Section are in addition to all other warranties available under applicable law. In the event of breach of warranty, Buyer will be entitled to all rights and remedies available at law, including credit, replacement or repair of defective Goods at Buyer's option, costs of removal of the Goods from any component, assembly or system into which the Goods may have been incorporated, and reinstallation of non-defective Goods, and cost of return of the Goods. Seller will also reimburse Buyer on demand for any incidental, direct and consequential damages caused by such nonconforming Goods including all Losses incurred by Buyer Entities: (I) in inspecting, sorting, repairing or replacing such Goods (with the warranties provided in this Section likewise applicable to such repaired or replaced Goods); (II) resulting from any production interruptions; (III) conducting any recall campaigns or other corrective actions; and (IV) claims for personal injury or property damage. All nonconforming Goods shall be held at Seller's risk and sole cost. Seller's obligations pursuant to this Section will survive the completion of performance, inspection, testing, audit, review, acceptance, use or incorporation of the Goods by Buyer and its customers, and the expiration termination of the Order.

B. Additional Warranties for Services. If an Order covers services, (a) Seller represents and agrees that it is an independent contractor, and that neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Buyer, and (b) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, lodging, meals, facilities, and other items necessary to perform the services. Seller further represents and warrants such services shall be performed in accordance with the highest standards of professional and ethical competences and integrity in Seller's industry by individuals with the necessary knowledge, skill, expertise, and training in a diligent, workmanlike, prompt, and professional manner. Seller shall provide reasonable access to the persons performing services and promptly replace any such person Buyer determines is unfit or unsatisfactory. Seller will promptly notify Buyer if any intellectual property, including discoveries, improvements, inventions, creations, writings, product designs, prototypes, specifications, drawings or other works that Seller conceives, reduces to practice, makes or otherwise creates in connection with the performance of services, and such intellectual property will constitute deliverables owned by Buyer. Further, if performance of services or delivery or installation of Goods by Seller involves operations by its employees, subcontractors or other representatives on the premises of Buyer or its customer, (i) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with

all policies in force at the premises, including all fire prevention and safety rules and regulations, and all applicable laws, (ii) Seller shall take all necessary steps to prevent any injury or damage to persons or property, and (iii) Seller shall keep the premises free from accumulation of waste materials and rubbish caused by its employees or subcontractors and upon completion shall promptly remove all of Seller's and such representatives' equipment and surplus materials.

C. Warranty Period. The warranties stated in this Section 8 will last the longest of: four (4) years from the date Buyer accepts the Goods; the warranty period provided by applicable law; or the warranty period offered by Buyer or Buyer's customer to end-users for the products or services into which the Goods are incorporated; provided, however, notwithstanding the foregoing warranty periods, upon the occurrence of any serial defect(s) in Goods (as determined by Buyer in its sole discretion), the warranty period shall continue indefinitely.

## 9. BUYER'S PROPERTY:

Unless otherwise expressly provided in the Order, all Special Property (as defined below), and all tangible and intangible property furnished to Seller by or on behalf of Buyer, or based on or derived from Buyer's confidential or otherwise proprietary information, or produced or purchased by Seller at Buyer's expense, or used by Seller in its performance hereunder, and any replacement thereof, is and will remain the exclusive property of Buyer. For purposes of the Order, "Special Property" includes materials, equipment, tooling, dies, fixtures, jigs, cavities, molds, patterns, gauges, and test equipment, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and all related documentation, drawings, specifications, samples, test reports, hardware, software or similar items used in Seller's performance of the Order that are especially held or acquired for Seller's performance of the Order or that are otherwise of such specialized nature that absent substantial alteration, their use is limited to Seller's performance of the Order. Absent express agreement to the contrary, the amounts charged by Seller pursuant to the Order will include payment for all Special Property and any costs related thereto. Hereinafter Special Property and all property furnished to Seller by Buyer are collectively referred to as "Buyer's Property." Seller will not sell, encumber, transfer, assign, dispose of or modify Buyer's Property and will not use Buyer's Property for any purpose other than in the performance of the Order without Buyer's prior written consent. Seller hereby waives all statutory and equitable liens and claims and agrees that none will be filed or maintained against Buyer's premises, Buyer's Property or the Goods and will cause all of its subcontractors, material men and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in a form satisfactory to Buyer. At all times while Buyer's Property is in Seller's custody or control, Buyer's Property will be held at Seller's risk and fully insured at Seller's expense at replacement cost with loss payable to Buyer, conspicuously marked, and otherwise on a bailment basis and remain the property of, with both title and the right of possession in, Buyer (or, if applicable, Buyer's customer) and without limiting any other rights and remedies available to Buyer (or, as applicable, Buyer's customer). Seller will provide routine maintenance and, if necessary, refurbish or replace Buyer's Property at Seller's expense. Seller agrees that Buyer's Property will remain personal and will not become a fixture attached to realty. Seller will allow Buyer's representative to inspect Buyer's Property upon Seller's premises at any time upon reasonable notice. Seller hereby authorizes Buyer to file a form UCC-1 financing statement or its equivalent to enable Buyer to make its ownership rights in Buyer's Property of public record. Seller shall not permit any liens, claims or encumbrances to be placed upon any Buyer's Property. Seller shall immediately notify Buyer of the location of Buyer's Property if ever located (even temporarily) at any place other than Seller's approved facility. Seller will store Buyer's Property for a reasonable time at no cost to Buyer. At any time upon the request of Buyer and in accordance with Buyer's instructions, Seller will prepare for shipment, package and deliver Buyer's Property in good condition and at Seller's cost F.O.B. Seller's business location. Buyer does not guarantee the accuracy of, or the availability or suitability of, any Buyer's Property provided by or on behalf of Buyer, and all such Buyer's Property is supplied (if at all) "as-is" without any warranty of any kind. Upon expiration or termination of an Order or all or any part of

an Order, as applicable, Seller shall retain on a bailment basis for Buyer's benefit, at Seller's sole cost, all related Buyer's Property then in Seller's direct or indirect custody or control until Buyer provides further written instruction. All Buyer's Property shall be returned in no less than the same condition as originally received by Seller, reasonable wear and tear excepted. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER SHALL HAVE NO LIABILITY TO SELLER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO BUYER'S PROPERTY. SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

#### 10. INSURANCE:

Seller represents that it has and will maintain at all times at least the following types and amounts (or if not otherwise stated, then in commercially reasonable amounts, but in no event less than such amounts as are otherwise acceptable to Buyer) of insurance coverage and agrees to furnish certificates of insurance promptly upon request showing that Seller has insurance coverage in the following minimum amounts: Workers Compensation - Statutory limits for the state(s) in which the work will be performed; General/Products Liability - \$1,000,000 per occurrence/\$2,000,000 in the aggregate; Automobile Public Liability - \$1,000,000 (per any one accident); all risks property coverage including business interruption; and professional liability coverage without any cyber exclusion. Said certificates of insurance will set forth the amount of coverage, the number of the policy and the date of expiration. Upon Buyer's request, Seller will name Buyer or Buyer Entities, as directed, as an additional insured on its policies. If Seller is a self-insurer for workers compensation purposes, Seller will provide Buyer with a copy of the self-insured certificate issued by the state(s) where work will be performed. For avoidance of doubt, compliance or non-compliance by Seller with the insurance requirements stated in this Section will not in any way apply as a limit to Seller's liability or Buyer's entitlement to recovery or otherwise affect Seller's duty to indemnify Buyer under Section 11 below. If the Order includes a sale of Goods manufactured in whole or in part to Seller's designs or specifications, Seller agrees to provide Buyer, without additional request, with a current certificate of product liability insurance and a supplier's endorsement naming Buyer as an additional insured on Seller's policy. Each of the forgoing policies must be maintained with a company rated "A- VII" or better by A. M. Best, or reasonable equivalent. Seller shall cause each applicable insurer to provide thirty (30) days notice to Buyer prior to cancellation or material changes to applicable policies. Any cancellation or change shall not affect Seller's obligation to maintain the required insurance coverage. Any coverage written on a claims made form must be maintained for three (3) years after expiration or termination of an Order.

#### 11. INDEMNIFICATION:

Seller agrees to indemnify, defend and hold Buyer Entities, and each of their respective equity holders, employees, directors, officers, managers, and advisors, affiliates, agents, customers, invitees, successors, and assigns (collectively, "Indemnified Parties"), harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogation, costs and expenses including court costs and actual attorney's and other professional fees, of any nature or kind (including special, incidental, consequential, indirect, personal injury, death, and property damages, royalties, anticipated or lost profits, any voluntary or involuntary recall or other customer field service action costs, costs allocated under warranty allocation programs, production delay, stoppage or interruption costs, inspection, handling, reworking, and re-performance charges, settlements and judgments, and other costs associated with Buyer's administrative time, labor, and materials) (collectively, "Losses") incurred by the Indemnified Parties arising from or relating to (collectively, "Claims"): (a) the Goods, including any nonconformance or defect therein; (b) any breach of any of Seller's representations, warranties or of any other obligations under an Order including Claims which are made by any third party including employees, workers, servants or agents of Seller or its subcontractors; (c) any negligent or wrongful act of Seller or its representatives; (d) any

Security Incident; or (e) any actual or alleged noncompliance by Seller or its representatives with applicable laws of the jurisdictions in which the Goods and the products and services containing the Goods are to be consumed, used, sold, and performed. Seller further agrees upon receipt of notification, to promptly assume full responsibility for the defense of any and all Claims which may be brought against the Indemnified Parties, and in such event, Seller will not consummate any settlement without Buyer's prior written consent. Notwithstanding the foregoing, Buyer may at its option defend, or participate in the defense of (at Seller's sole cost), any Claim entitling Buyer to indemnification under this Section. Seller agrees that Buyer's action to defend such Claims (or participate in such defense) is in the interest of both Buyer and Seller and is done to mitigate damages. Seller waives the right to argue that Buyer's defense of such Claims in any way limits Buyer's right to seek indemnity from Seller or assert a Claim against Seller. If Seller or its representatives perform any work on the premises of any Buyer Entity or utilizes any of the Buyer's Property, whether on or off the premises of any Buyer Entity, Seller will indemnify, defend and hold harmless the Indemnified Parties from and against any and all Losses, including damages to the property or for injuries (including death) to any person, including any employees of Buyer Entities, or any other person arising from or in connection with Seller's or its representatives' performance of work or use of Buyer's Property. In the event Buyer's Property is used by Seller or its representatives in the performance of the Order, Buyer's Property will be considered to be in the full custody and control of Seller during the period of use by Seller. Seller's obligations pursuant to this Section will survive the completion of performance and the expiration or termination of the Order.

## 12. ACCESS TO FACILITIES / AUDIT / INSPECTION:

If the Order (a) includes specifications, or (b) is for the procurement of either (i) Goods to be incorporated into Buyer's products or services or (ii) services to be used in the production of Buyer's products or provision of Buyer's services, then Seller's facilities, books and records pertinent to an Order or any related Order (to the extent consistent with applicable laws and regulations) will at all practical times be subject to review, inspection and audit by Buyer, its authorized representative and any authorized representative of Buyer's customer to the extent necessary to verify compliance with Buyer's specifications or to enable Buyer to comply with its obligations to its customer(s). The foregoing audit and inspect rights shall include access to relevant personnel and manufacturing, testing, inspection, quality control, and reliability processes and procedures. Seller and its representatives will preserve information subject to inspection and audit under this Section for the longer of eight (8) years or the life of the relevant program plus eight (8) years or, if required by Buyer's customer or applicable law, such longer applicable period.

## 13. BUYER'S REMEDIES / LIMITATION ON LIABILITY:

Buyer's remedies described herein will be cumulative and in addition to any remedies allowed by law or in equity.

IN NO EVENT, AND REGARDLESS OF THE NATURE OF THE CLAIM OR LEGAL THEORY ASSERTED BY SELLER, WILL BUYER BE LIABLE FOR PAYMENTS OWED TO SELLER'S SUBCONTRACTORS OR FOR LOSS OF ANTICIPATED PROFITS (WHETHER CONSTRUED AS A CONSEQUENTIAL DAMAGE OR OTHERWISE), INDIRECT, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES, UNABSORBED OVERHEAD, INTEREST, PRODUCT DEVELOPMENT OR ENGINEERING COSTS, FACILITIES AND EQUIPMENT COSTS OR RENTAL, UNRECOVERED DEPRECIATION COSTS, OR GENERAL AND ADMINISTRATIVE BURDEN CHARGES.

In any action brought by Buyer to enforce Seller's obligations in connection herewith, Seller acknowledges and agrees that monetary damages are not a sufficient remedy, and Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any breach (without the necessity of showing damages or posting bond), plus recovery of Buyer's actual attorneys' fees and other professional fees. Buyer

shall have the full statutory period of limitations to bring any action arising out of Buyer's agreement with Seller. Any and all proceeding(s) brought by Seller for breach of the Order or asserting any other right against Buyer arising from or in connection with the Order cannot be filed nor maintained by Seller unless it is commenced within one year after the cause of action has accrued.

#### 14. CONFIDENTIAL INFORMATION / PROPRIETARY RIGHTS:

A. The following non-public, confidential or proprietary information, and any representations, compilations, analysis, and summaries thereof, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, or observed or otherwise learned, and whether or not marked, designated or otherwise identified as "confidential," will be considered Buyer's confidential information ("Confidential Information"): (i) any written specifications for the Goods and the processing of the Goods that are covered by the Order; (ii) any other business or technical information relating to the Goods provided under or otherwise in connection with the Order, including trade secrets, drawings, plans, designs, specifications, manufacturing, research and development data, material formulations and compositions, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data, electronic data, information technology and business plans; and (iii) the terms and conditions of an Order. However, "Confidential Information" will not include any information that Seller can establish by written documentation was (I) in the public domain at the time of disclosure or thereafter through no fault of Seller, (II) independently developed by Seller without use of or reference to any of Buyer's Confidential Information, or (III) obtained by Seller without restriction from a third party. Seller agrees to safeguard all Confidential Information disclosed or otherwise made available to Seller by or on behalf of Buyer (whether such information is owned by Buyer or by any other entity with whom Buyer is doing business) by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties (but in no event less than commercially reasonable efforts). Seller agrees to use Buyer's Confidential Information solely for the purpose of doing business with Buyer pursuant to an Order. Seller agrees to cause its employees, "contractors" (including sub suppliers), officers, directors, agents and representatives to be bound by and comply with the foregoing restrictions regarding the use or disclosure of such confidential and proprietary information; and provided further that Seller shall at all times remain fully liable to Buyer for any act or omission by such persons that would constitute a breach of an Order if such act or omission had been taken or not taken by Seller directly. Seller further agrees not to assert any claims with respect to any information, including commercial, financial or technical information, which Seller disclosed or may hereafter disclose or otherwise make available to Buyer in connection with the Goods.

B. Buyer remains the owner of Confidential Information, including any drawings, models, patterns, tools, dies, jigs, specifications (including specifications of delivery or process), or other documents (collectively, "Intellectual Property") (i) provided or made available to Seller by or on behalf of Buyer, (ii) that Seller develops while performing, or preparing to perform, the Order, or (iii) that Buyer agrees to reimburse or pay Seller for (either separately or through piece price). Seller does not acquire any rights to such Intellectual Property. Without Buyer's written consent, such Intellectual Property may not be used for Seller's own purposes or for any other purpose or made available to third parties and may be used only for the purpose of the delivery of Goods to, or performance of services for, Buyer.

C. Seller will promptly (with written certification thereof) return to Buyer, and discontinue all use of, Buyer's Intellectual Property and other Confidential Information upon expiration or termination of the Order or at Buyer's written request, and promptly and securely destroy any compositions, summaries or other embodiments thereof. Seller will not disclose to Buyer or use in the course and scope of Seller's performance hereunder any information of other entities that Seller does not have a lawful right to use or disclose. Seller will limit access to Buyer's Intellectual Property and other Confidential Information to only those employees of Seller having a need to know such information, and all such employees of Seller having access to Intellectual Property or other Confidential Information will be made aware of and agree in writing

to the obligations under this Section. Any invention or development or copyrightable subject matter conceived, first reduced to writing, first reduced to practice or made by Seller, either solely or with others, in the course of Seller's performance under the Order is hereby assigned to Buyer. All such copyrightable subject matter will be a work made for hire. Seller will disclose such inventions, developments or copyrightable subject matter promptly to Buyer and will cooperate with Buyer during and after the term of the Order in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by Buyer. Seller agrees that Buyer's payments pursuant to the terms of the Order are full and complete compensation for all obligations assumed by Seller hereunder, and the assignment of inventions or developments or copyrightable subject matter does not entitle Seller to any additional compensation. The obligations of this Section will survive the completion of performance and the expiration or termination of the Order.

D. The obligations contained in this Section shall not prevent Seller from disclosing Buyer's Confidential Information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Seller provides Buyer prompt notice of such requirement so as to permit Buyer to seek an appropriate protective order to prevent disclosure of all or part of such confidential information and Seller reasonably cooperates with Buyer in obtaining such protective order, and provided further that Seller will disclose only that portion of the Confidential Information that Seller is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information. Without limiting the foregoing, Seller will not advertise, publish or otherwise disclose to any third party (other than to Seller's professional advisors, on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to sell Buyer the Goods covered by the Order or use any trademarks or trade names of Buyer in any press release, advertising or other promotional materials. For the avoidance of doubt, Seller's obligations under this Section shall survive the completion of performance and the expiration or termination of the Order.

#### 15. INDEMNITY FOR INFRINGEMENT:

Seller agrees upon receipt of notification, to promptly assume full responsibility for defending any Claim which may be brought against any Indemnified Party which alleges that any Goods provided by Seller pursuant to the Order infringe any patent, trademark, copyright, trade secret or other proprietary right owned by a third party. Seller further agrees to indemnify, defend and hold the Indemnified Parties harmless against any and all Losses resulting from such Claim, including any settlement, decree or judgment entered in connection therewith. Buyer may at its option, be represented and actively participate through its own counsel in any such Claim at Seller's cost. Seller's obligations pursuant to this Section will survive the completion of performance and the expiration or termination of the Order. Notwithstanding the foregoing, Seller will have no obligation to defend or indemnify Buyer solely to the extent a Claim arose out of Seller's full and exact compliance with designs furnished entirely by Buyer.

## 16. TERMINATION FOR CONVENIENCE:

In addition to any other rights, Buyer reserves the right to terminate Seller's performance and the Order in whole or in part at any time without cause and for any reason by giving written notice of termination, whereupon Seller will cease performance on the date and to the extent specified in the notice and will take such actions as are reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposition instructions from Buyer have been received. Seller will promptly advise Buyer of any items acquired in anticipation of completion of its performance and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding the disposition of such items. Seller will submit all claims resulting from such termination within sixty (60) days of its receipt of such notice. Buyer will have the right to inspect Seller's records, facilities, work and materials relating to its performance or anticipated performance of the Order for the purpose of establishing the value of Seller's claims upon reasonable advance notice. In the event of termination under this Section, Buyer will pay Seller, without duplication, only the following unpaid amounts: (a) the Order price for finished work accepted by Buyer, and (b) the actual and reasonable costs of work-in-process and raw materials incurred by Seller, as permitted under Section 4 above, less, the sum of (i) the market value or cost (whichever is higher) of any items used or disposed of by Seller without Buyer's consent; (ii) the agreed value of any items used or disposed of by Seller with Buyer's consent; and (iii) the cost of any defective or destroyed materials. Notwithstanding anything contained herein to the contrary, Buyer will make no payments for finished work, raw material or other items fabricated or procured by Seller in excess of the lesser of (i) that specifically ordered or (ii) that for which Buyer has issued firm shipment releases as of the date that Buyer's notice of termination is issued. Notwithstanding the foregoing, payments under this Section will not exceed the total of all payments expressly required under these Terms minus those actually made. In no event will Buyer be liable for payments owed to Seller's subcontractors or for loss of anticipated profits, unabsorbed overhead, interest, product development or engineering costs, facilities and equipment costs or rental, unrecovered depreciation costs, or general and administrative burden charges. Payments expressly required under this Section will constitute Buyer's sole and exclusive liability in the event Buyer elects to terminate the Order without cause by notice. This Section will not apply to Buyer's termination for cause under Section 17 below.

## 17. TERMINATION FOR CAUSE:

Buyer may immediately terminate Seller's performance and the Order in whole or in part at any time, without liability to Seller and without prior notice, if Seller: (a) breaches, threatens to breach or repudiates any of the terms and conditions of an Order (including these Terms) or any other agreement between Buyer or its affiliates and Seller, including any actual or threatened "stop shipments" or any other actual or threatened failure to timely deliver or perform in full; (b) fails to promptly (in no event later than two (2) business days) and adequately respond to a demand for adequate assurance; (c) fails to demonstrate progress or to meet applicable quality requirements so as to endanger timely and proper delivery of Goods and, in any such case, Seller does not cure or correct such failure to Buyer's satisfaction (in its sole discretion) within ten (10) days (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after Buyer's delivery of notice specifying such failure; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods or Seller's performance or a material change in the direct or indirect ownership or control of Seller (including control of more than twenty-five percent (25%) of Seller's equity interests), any merger or consolidation directly or indirectly involving Seller, or any other substantial change in Seller's organization (each, a "Change of Control"); (e) fails to remain competitive with respect to quality, technology, delivery, service or pricing of Goods; or (f) (i) Seller's insolvency, (ii) filing of a voluntary petition in bankruptcy by Seller, (iii) filing of an involuntary petition in bankruptcy against Seller, (iv) appointment of a receiver or trustee for Seller, (v) execution or assignment for the benefit of creditors by Seller, or (vi) any event comparable to the foregoing (i)-(v). In the event any termination made pursuant to this Section is later held

by a court of last resort to have lacked cause as described in this Section or otherwise, the parties acknowledge and agree that such termination shall be automatically deemed a termination for convenience pursuant to Section 16 above. Seller may terminate the Order only for non-payment by Buyer and then only if (i) the amounts are material in amount and more than thirty (30) days past due, (ii) Seller first delivers to Buyer notice specifying (A) the amounts which are past due (together with the relevant order or release number(s) and invoices number(s)) and (B) Seller's intent to terminate the Order if the past due amount is not paid, and (C), within thirty (30) days of Buyer's actual receipt of such notice, Buyer does not either pay the past due amounts or notify Seller that the amounts claimed are disputed in good faith.

#### 18. TRANSITION SUPPORT:

In connection with any expiration or termination of an Order or all or any part of an Order, Seller will cooperate with Buyer and its business partners as requested to transition the provision of Goods to the person(s) designated by Buyer (or to Buyer itself) at no additional cost to Buyer, including by: (a) continuing production, delivery, and performance of all Goods as directed by Buyer in accordance with the Order, without premium or other condition, as if the expiration or termination had not occurred, during the entire period required by Buyer to complete an orderly transition (as determined by Buyer in its sole discretion) and ensure there is no interruption to Buyer's ability to obtain the Goods as needed in connection with Buyer's or its customers' operations; and (b) promptly providing all requested information and documentation regarding Seller's operations and access to Seller's facilities where Goods are manufactured or performed. Without limiting the foregoing, to the extent that Seller provides accommodations for special (i) manufacturing, (ii) performance capacity, or (iii) other transition support services as required by Buyer, Buyer and Seller will mutually agree in good faith on a reasonable price to be paid by Buyer to Seller in writing prior to the commencement of such special requirements.

#### 19. PRICE / PAYMENT TERMS:

Unless otherwise stated, the purchase price set forth in the Order: (i) is a firm, fixed and complete price for the duration of the Order and not subject to increase for any reason, including increased raw material costs, increased labor or other manufacturing costs, currency fluctuation, increased development costs, application of, or increases in costs due to duties or tariffs, customs expenses, or changes in volumes or program length from those estimated or expected; (ii) is inclusive of all federal, state, provincial, and local taxes and any duties and tariffs applicable to provision of the Goods; and (iii) is inclusive of all storage, handling, detention, demurrage, preparation, packaging, boxing, crating, cartage, transportation, travel, insurance, setup, and all other known or unknown direct and indirect expenses and charges of Seller. No surcharges, premiums or other additional charges or expenses of any type may be added to such stated prices and Seller expressly assumes the risk of the occurrence or non-occurrence of any events (foreseeable or otherwise) that may affect prices or Seller's direct or indirect costs, including volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, governmental acts (including tariffs, embargos or quotas), and any other event which may impact the price or availability of materials, supplies, services or labor. Seller agrees to fully participate in any cost reduction programs or similar initiatives or requirements of Buyer or Buyer's customers as requested from time to time, including providing personnel, resources, and Goods as required and at no cost to Buyer or Buyer's customers.

Seller shall ensure that the Goods remain competitive in price, technology, service, and quality to other similar goods and services available to Buyer (whether through outside, in-house or affiliate sources).

Unless stated otherwise on the face of the Order, payment terms for Goods will be net 60 days from receipt. Tooling payment terms must be approved by Buyer and stated on the Order. Notwithstanding the foregoing, and without limiting Buyer's rights and remedies, payment may be withheld in part or in full for

nonconforming Goods or pending Buyer's receipt of satisfactory evidence that the Goods were delivered absent any liens, claims or encumbrances.

Payment may be made electronically or by check on or before the due date unless otherwise specified by Buyer in writing. If no currency is specified on the face of the Order, payment may be made at Buyer's option in U.S. dollars or the local currency of Buyer's receiving facility. All amounts due Seller or its affiliates shall be considered net of indebtedness or obligations of Seller and its affiliates to Buyer and its affiliates, and Buyer and its affiliates may set off against any amounts due or to become due to Seller or its affiliates from Buyer or its affiliates however and whenever arising and without notice. If any obligations of Seller or its affiliates to Buyer or its affiliates are disputed, contingent or unliquidated, including any claims by Buyer's customers before final determination of cause, Buyer may defer payment of such amounts until such claims are finally resolved (as determined by Buyer in its sole discretion).

#### 20. SERVICE AND REPLACEMENT PARTS:

During the production period and for at least the 15-year period after Buyer completes current model purchases, Seller will sell Goods to meet Buyer's service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price during the first ten (10) years of this period will be those in effect at the conclusion of current model purchases. For an additional five (5) years, or so long as Buyer's customer requires service and replacement parts or services, whichever is longer (or a different period if agreed in writing by both parties), Seller will sell Goods to Buyer in order to fulfill Buyer's service and replacement parts requirements, at prices equal to the most recent production prices under the agreement adjusted to take into account actual, documented differences in the cost of materials, packaging, and costs of production after all of Buyer's current model purchases have been completed, as mutually and reasonably agreed by the parties in good faith. If the Goods are systems or modules, Seller will sell each component, part or service at a price that does not, collectively, exceed the system or module price specified in the Order, less assembly costs, plus any actual cost differential for packaging. Seller shall make service literature and other materials available to Buyer in a form requested by Buyer (including electronically) upon request from time to time at Seller's sole cost. Seller's obligation with respect to service and replacement requirements will survive the completion of performance and the expiration or termination of the Order, and shall be made pursuant to such Order (including these Terms) as if no expiration or termination occurred.

#### 21. INTELLECTUAL PROPERTY:

Seller hereby grants to Buyer, its affiliates, agents, and customers, and each of their subcontractors an irrevocable, non-exclusive, worldwide license to use any intellectual property used in the manufacture or provision of the Goods to make, have made, use, sell and exploit such Goods. The foregoing license to make or have made may be exercised only upon the transition of supply pursuant to Section 18 above to Buyer or the person(s) designated by Buyer and is subject to Buyer's payment of a reasonable royalty (as determined in Buyer's sole discretion) with respect to any of Seller's intellectual property protected by a currently issued valid U.S. patent except to the extent such transition of supply occurs as a result of Buyer's termination for cause pursuant to Section 17 above, in which case such license shall be royalty free. Seller hereby further grants to Buyer a permanent, paid-up, irrevocable, non-exclusive, worldwide license to use, repair, modify, and sell any software incorporated in the Goods in conjunction with the use, sale or any other exploitation thereof. Upon Buyer's request, Seller agrees to provide all documents and other information necessary for Buyer's (or its designee's) use of such intellectual property. Seller will provide Buyer (on a non-confidential basis) all technical information requested by Buyer from time to time relating to the Goods which is necessary or useful to Buyer's every use of the Goods, including with respect to the manufacture, design, and performance of such Goods, and any drawings, engineering validations, qualifications, applications, and compliance or other testing. Seller hereby irrevocably authorizes Buyer,

its affiliates, agents, and customers, and each of their subcontractors to repair, reconstruct or rebuild the Goods without payment of any royalty or other compensation to Seller.

## 22. CUSTOMER REQUIREMENTS:

Where Goods will be sold, or otherwise incorporated into products or services that will be sold, directly or indirectly to an OEM, Seller shall take all necessary actions, provide all necessary information, comply with all applicable 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 agreement or contract that Buyer has with its customers. Buyer may, from time to time, in its sole discretion, provide Seller with information regarding its agreements with its customers that may be applicable to Seller pursuant to this Section.

## 23. COMPLIANCE WITH LAWS, EXECUTIVE ORDERS, AND REGULATIONS:

Seller represents and warrants to Buyer Entities that the manufacture, delivery, performance, and sale of the Goods supplied hereunder will have been provided in compliance with, and Seller will at all times comply with, all applicable laws, including those that relate to the manufacture, performance, labeling, transportation, distribution, importation, licensing, approval or certification of the Goods or Seller's operations, and all applicable Federal Acquisition Regulations (FAR) and provisions of the Defense FAR Supplement (DFARS) and those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety motor vehicle safety, and environmental matters. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Without limiting the foregoing, Seller and its subcontractors will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Seller shall at all times comply with Buyer's policies, including any supplier code of conduct or equivalent policy and each other written or communicated policy of Buyer applicable to Buyer's business partners, as each such policy is in effect or modified from time to time.

## 24. ASSIGNMENT AND SUBCONTRACTING:

The obligations of Seller under the Order may not be assigned or subcontracted in whole or in part nor may any assignment of any money due or to become due hereunder be made by Seller without the prior written consent of Buyer and any prohibited assignment will be null and void for all purposes. A Change of Control shall be deemed an assignment by Seller. An Order shall inure to the benefit of the parties' permitted successors and assigns.

## 25. INDEPENDENT CONTRACTING PARTIES:

The relationship between Buyer and Seller will be that of independent contracting parties. Nothing contained in an Order will be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other party's activities related to such Order. Seller will not in any manner represent that it or its employees or agents are employees or agents of Buyer, and nothing contained in an Order will be construed as authorizing Seller to create or assume any obligation or liability in the name of Buyer or subject Buyer to any obligation or liability. An Order will not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind. Nothing herein will be construed as providing for the sharing of profit or losses arising out of the efforts of either or both parties.

## 26. GOVERNING LAW / JURISDICTION:

The validity, interpretation, and enforcement of an Order shall be governed by the law of the State of Michigan, without regard to conflicts of law provisions, and the U.N. Convention on Contracts for the International Sales of Goods shall not apply. Seller irrevocably submits and agrees to the exclusive jurisdiction of the Federal District Court for the Eastern District of Michigan or, for state court, the Oakland or Wayne County Circuit Courts in the State of Michigan. Seller shall pay Buyer's reasonable attorneys' and professionals' fees, costs, and expenses incurred in enforcing any provision of an Order.

## 27. WAIVER / SEVERABILITY:

Buyer's failure to insist upon the performance of any term or condition of an Order or to exercise any right under an Order on one or more occasions will not constitute a waiver or relinquishment of Buyer's right to demand future performance of such term or condition or to exercise such right in the future. If any term or portion of an Order is held to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term or portion will be deemed reformed or deleted as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of an Order will remain in full force and effect. Without limiting any survival periods separately set forth herein, these Terms shall survive the completion of performance and continue in full force and effect following the expiration or termination of an Order.

## 28. CYBER-SECURITY AND INFORMATION PROTECTION:

A. Seller shall, at its expense and at all times, implement and maintain industry standard and appropriate technical and organizational measures and other protections to ensure the proper security of all information, documents and any other materials provided by or on behalf of Buyer or Buyer's customer(s) or vendor(s) (collectively, "Buyer's information"). Such measures may include (i) limiting access of Buyer's information to Seller's employees and agents who may reasonably require the same for purposes of assisting in Seller's performance of its obligations under the Order, (ii) securing business facilities, data centers, paper files, servers, back-up systems, and computing equipment, including all mobile devices and other equipment with information storage capability, (iii) implementing network, application, database, and platform security, (iv) securing information transmission, storage, and disposal, (v) implementing authentication and access controls within media, applications, operating systems, and equipment, (vi) encrypting Buyer's information stored on any media and while in transit, (vii) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing a corrective action plan to correct any issues that are reported as a result of the testing, (viii) implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law, (ix) maintaining and periodically testing a formally documented security incident response plan that includes formation of an incident response team, categorization of incidents, and responsibility for receiving alerts and investigations, (x) providing appropriate privacy and information security training to Seller's employees, and (xi) implementing and maintaining a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

B. Seller represents and warrants that any of its systems containing Buyer's information will not contain any virus, malware, Trojan horse, worm, time bomb or other computer programming routine, device or code that could reasonably be anticipated to damage, delete, destroy, replicate, lock, disable, detrimentally interfere with, surreptitiously intercept or expropriate any such system or Buyer's information. Seller shall implement all required measures and other protections to ensure that its information systems do not contain any of the foregoing, including any backdoor or other computer programming routine, device or code that could adversely affect the security or confidentiality of Seller's or Buyer's systems or Buyer's information. Seller shall take all reasonable measures to secure and defend its physical premises, information systems and equipment against "hackers" and others who may seek,

without authorization, to modify or access Seller's or Buyer's systems or the information found therein and shall periodically test its information systems for potential areas where security could be breached.

C. A "Security Incident" means (i) any unauthorized access to or disclosure or acquisition of Buyer's information, (ii) any act or omission that compromises either the security, confidentiality, or integrity of Buyer's information or the physical, technical, administrative, or organizational safeguards put in place by Seller or by Buyer should Seller have access to Buyer's systems, that relate to the protection of the security, confidentiality, or integrity of Buyer's information, (iii) receipt of a complaint in relation to the privacy and data security practices of Seller or a breach or alleged breach of the Order relating to such privacy and data security practices, or (iv) any other cyber-security event or incident or information system disruption experienced by Seller that causes or is likely to cause any breach by Seller of the Order, including any delay in supplying the Goods or access by Seller or Buyer to Buyer's information. Seller shall inform Buyer by telephone call confirmed by written notice of any Security Incident as soon as reasonably possible but in any event within twenty-four (24) hours of Seller discovering such Security Incident. Seller shall (a) provide Buyer with a summary of known information about such Security Incident, (b) implement required remedial measures to remedy the effects of such Security Incident, (c) provide the specific information about the Security Incident requested by Buyer, and (d) within five (5) days of completion of Seller's investigation of the Security Incident (as soon as reasonably possible but in any event later than twenty (20) days of Seller discovering such Security Incident), provide a written report to Buyer, including a description of the Security Incident, the causes of such events leading to the Security Incident, how Seller has mitigated against future events of a similar kind, the timeline of the incident, the suspected perpetrators of the Security Incident, what Buyer's information may have been affected by such Security Incident, and any financial impact to Seller related to such Security Incident.

## 29. ENTIRE AGREEMENT / GENERAL:

An Order (including these Terms) constitutes the entire understanding and agreement of the parties in connection with the subject matter of an Order and Seller's provision of Goods to Buyer and supersedes all prior and contemporaneous proposals, negotiations, representations, understandings, commitments, and agreements, whether oral or written, with regard to the subject matter and provisions of such Order. Except as contemplated by Section 2 above, an Order may only be amended or modified in writing signed by an authorized representative of Buyer; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that Buyer may modify these Terms from time to time by posting revisions to Buyer's website (or any successor thereto) or otherwise delivering or making available copies thereof to Seller prior to the date when any such modification shall become effective, and such revised Terms shall apply to all new or revised orders or releases issued on or after the effective date thereof, and Seller further acknowledges and agrees it is responsible to review Buyer's website periodically for such updates. Further, Buyer may from time to time issue new or modify existing supplier manuals or other policies of Buyer and such policies shall become effective as and when made available to Seller. In the event of a conflict between these Terms and the Order, except with respect to Section 4 above, the applicable provision(s) of the Order shall control. Any notice required or permitted to be given in connection with an Order shall be in writing to the address of the party specified on the face of the Order.

Effective: February 28, 2023