<u>Purchase Order Terms and Conditions</u>

1. <u>Defined Terms</u>. As used herein, "Order" means Buyer's purchase orders and the associated releases, delivery schedules and other purchasing documents transmitted to you as Seller electronically, in hard copy, via facsimile, or via any other mode of transmission, together with these Purchase Order Terms and Conditions, which are incorporated by reference into each Order issued to you as Seller. "Buyer" means Anderton Castings, LLC. "Seller" means the supplier shown on the face of the Order. "Goods" means the goods, materials and/or services of Seller shown on the face of the Order.

2. <u>Acceptance</u>. SELLER HAS READ AND UNDERSTANDS THE ORDER AND AGREES THAT SELLER'S WRITTEN ACCEPTANCE, COMMENCEMENT OF ANY WORK OR SERVICE UNDER THE ORDER OR SHIPMENT OF ANY GOODS PURSUANT TO THE ORDER, WHICHEVER MAY OCCUR FIRST, SHALL CONSTITUTE SELLER'S ACCEPTANCE OF THE ORDER. ANY PROPOSAL FOR ADDITIONAL OR OTHERWISE DIFFERENT TERMS OR ANY ATTEMPT BY SELLER TO VARY IN ANY DEGREE ANY OF THE TERMS OF THIS OFFER IS HEREBY OBJECTED TO AND REJECTED AND SUCH DIFFERENT TERMS SHALL NOT BECOME A PART OF THE ORDER OR ANY CONTRACT BETWEEN THE PARTIES. ANY SUCH PROPOSAL SHALL NOT OPERATE AS A REJECTION OF THIS OFFER UNLESS THE VARIANCES ARE IN THE TERMS OF THE DESCRIPTION, QUANTITY, PRICE OR DELIVERY SCHEDULE OF THE GOODS, BUT SHALL BE DEEMED A MATERIAL ALTERATION. ACCORDINGLY, THIS OFFER SHALL BE DEEMED ACCEPTED BY SELLER WITHOUT SUCH ADDITIONAL OR DIFFERENT TERMS. IF THIS PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF A PRIOR OFFER BY SELLER, THE ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS AND SUCH ACCEPTANCE IS LIMITED TO THE EXPRESS TERMS IN THE ORDER.

3. <u>Shipping and Billing</u>. Seller agrees (a) to properly pack, mark and ship the Goods in accordance with the requirements of Buyer; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of the Goods unless otherwise stated in the Order; (d) to provide with each shipment packing slips with Buyer's Order number marked thereon; (e) to properly mark each package with the Order number and where multiple packages comprise a single shipment, to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the Goods shipped in accordance with Buyer's instructions and carrier's requirements. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the Goods. Seller further agrees (a) to promptly render, after delivery of the Goods, correct and complete invoices to Buyer; and (b) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic transfer of funds). Time for payment shall not begin until correct and complete invoices are received.

4. <u>Requirements Contract/Delivery Schedules</u>. Unless the Order requires Seller to manufacture, ship and/or provide a specified quantity of Goods, this Order is a requirements contract under which Buyer shall purchase a minimum of 80% and a maximum of 100% of Buyer's requirements, as evidenced by written releases issued by Buyer from time to time. Deliveries shall be made at times specified in the Order. Time is of the essence with respect to performance of the Order. Buyer shall not be required to pay for any Goods that exceed the quantities specified in the Order or to accept Goods that are delivered in advance of the delivery date specified in the Order. Seller bears the risk of loss of all Goods delivered in advance of the delivery date specified in the Order. If deliveries are not made or to be made at the time or times specified in the Order (and in addition to any other remedies Buyer may have), Buyer may direct Seller to make expedited routing at Seller's expense, cancel the Order and/or hold Seller liable for any damages incurred as a consequence of any resulting delay or in order to avoid such a delay including, but not limited to, any costs incurred due to the stoppage of production lines, extra hours of production, or the additional cost of purchasing elsewhere. Shipments in excess of quantities ordered may be returned at Seller's expense for a full refund. Buyer's count and weight will be final and conclusive on all shipments. Buyer may change the date of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for the Goods or other compensation. For Orders where terms of sale are not specified, terms of sale shall be "D.D.P.- Buyer's plant" (as defined in Incoterms 2010). Seller shall prepare a bank of Goods as may be requested by Buyer at any time.

5. <u>Premium Shipments</u>. If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the Goods than the transportation method originally specified by Buyer, Seller shall ship the Goods as expeditiously as possible at Seller's sole expense.

6. <u>Changes</u>. Buyer shall have the right at any time to direct changes, or cause Seller to make changes, to the items, quantities, destination, drawings, specifications designs or delivery schedules of the Goods or to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. The parties will undertake to negotiate an appropriate adjustment in price and terms where the Seller's direct costs are materially affected by such changes. Any request by Seller for an adjustment in price or terms must be made within 30 days of any such change. All changes and adjustments, if any, including without limitation as to price, must be in writing and signed by a duly authorized representative of Buyer.

7. <u>Volume Forecasts</u>. Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Goods. Seller acknowledges that any such forecasts are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Seller, including with respect to the accuracy or completeness of such forecasts. Seller accepts that Projections may not be accurate and that actual volume or duration could be less than or greater than the projections. Seller expressly accepts this risk.

8. <u>Inspection</u>. Seller agrees that Buyer or its designee shall have the right to enter Seller's facility at reasonable times to inspect the facility, Goods, materials and any property of Buyer covered by the Order or used to produce the Goods during any stage of preparation, manufacture, completion, delivery or provision of the Goods. Buyer is not required to inspect the Goods and no inspection or failure to inspect, whether during manufacture, prior to delivery or after delivery, shall relieve Seller from liability for any defects. At Buyer's request, Seller shall submit production and quality test reports and related data. Notwithstanding payment or prior inspection, if any of the goods and/or services are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this agreement, in addition to any other remedies that it may have, Buyer may correct or have corrected the non-conformity at Seller's expense or reject and return the goods and/or discontinue the services at Seller's expense. Goods rejected shall be removed by the Seller at its expense and at its risk. Final acceptance shall not be conclusive with respect to latent defects or misrepresentations. Nothing in this agreement shall relieve Seller from the obligation of testing, inspection and quality control. Goods may be rejected for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such items previously may have been accepted.

9. <u>Returns; Nonconforming Goods</u>. Buyer may, for any reason or no reason, return any Goods for credit at any time, provided the Goods have not been altered or damaged by Buyer. Seller will provide Buyer with proper instructions and authorization for any returns. To the extent Buyer rejects Goods as nonconforming, the quantities under the Order will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new Order or release from Buyer. Nonconforming Goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days after notice of nonconformity, or such shorter period as may be commercially reasonable under the circumstances, shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the Goods, without liability to Seller. Payment for nonconforming Goods shall not constitute acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy or relieve Seller's responsibility for defects. Any Goods deemed nonconforming by Buyer, at Buyer's discretion, will be charged back to Seller in the quantity determined by Buyer and at the price set forth in the Order. Buyer may, at its discretion, impose additional administrative charges related to such chargebacks.

10. <u>Force Majeure</u>. Any delay or failure of either party to perform its obligations under the Order shall be excused if, and to the extent that, it is caused by an extraordinary event or occurrence beyond the control of the affected party and without such party's fault or negligence, which constitutes one or more of the following events or occurrences: acts of God, fires, floods, natural disasters, explosions, riots, or wars, provided, however, that the affected party 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 three days thereafter). During any delay or failure to perform by Seller, Buyer may, in its sole discretion, (i) purchase substitute Goods from other sources, in which case the quantities under the Order will be reduced by the quantities of such substitute Goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute Goods compared to the prices set forth in the Order; and/or (ii) require Seller to provide substitute Goods from other sources in quantities and at times requested by Buyer at the price set forth in the Order. Without limiting any of Buyer's rights, if requested by the Buyer, Seller shall, within five (5) days of such request, provide adequate assurances that the delay shall not exceed such period of time as Buyer deems appropriate. If the delay lasts more than such time as the Buyer deems appropriate (which shall not be longer than thirty (30) days) or Seller does not provide the requisite adequate assurance, Buyer may immediately cancel the Order without liability to Seller or obligation to purchase raw materials, work-in-process or finished Goods under Section 29. Notwithstanding anything in this Section to the contrary, no delay or failure of Seller to perform its obligations hereunder shall be excused if and to the extent that it is caused by (i) labor problems of Seller, its subcontractors and/or suppliers such as, by way of example and not by limitation, lockouts, strikes and slowdowns, (ii) any issues in Seller's supply chain or contract disputes; (iii) Seller's financial distress or bankruptcy or insolvency of one or more of Seller's suppliers, agents, or sub-contractors; (iv) the inability of Seller, its subcontractors and/or suppliers to obtain power, material, gods, labor, equipment or transportation (whether due to intentional acts, negligence or omissions of any third party or otherwise); (v) changes in the cost of power, material, goods, labor, equipment, transportation, incentives, taxes, or other fees or costs (whether due to intentional acts, negligence or omissions of any third party or otherwise); (vi) other conditions, economic or non-economic, that may affect Seller's production, delivery or provision of any Goods hereunder or (vii) failure to comply with applicable law by Seller or its suppliers, agents, or sub-contractors. For the avoidance of doubt, the foregoing events or occurrences shall be deemed within Seller's control and shall not excuse Seller's performance hereunder based on the theories of force majeure, impossibility of performance, or commercial impracticability.

11. <u>Protection Against Labor Disputes.</u> Seller must notify Buyer immediately of and actual or foreseeable labor dispute delaying or threatening to delay timely performance of the Order and must also notify Buyer six months in advance of the expiration of any current labor contract to which Seller is a party. Unless otherwise notified by Buyer, at least 10 days prior to the expiration of a Seller labor contract, or in advance of any foreseeable labor dispute, Seller must have built, at its expense, a 40-day supply of inventory of Goods and must store such Goods in neutral warehouse sites that are at least 50 miles from Seller's manufacturing location. In the event Buyer requires additional inventory, Seller agrees to take all reasonable steps to comply with such request.

12. <u>Quality</u>. Seller will comply with the "ISO-9000 Quality System Requirements" and/or TS 16949 and any other quality standards and procedures set forth in Buyer's "Supplier Quality Assurance Manual" or otherwise furnished by Buyer from time to time, which are a part of the Order.

13. <u>Seller's Commitment; Term</u>. Subject further to Seller's service and replacement parts obligations set forth in Section 15, Seller acknowledges that the continuous availability of Goods in accordance with the Order is critical to Buyer's ability to supply product to its customer(s) and as such, Seller agrees that the Order and Seller's obligation to supply Goods thereunder shall remain in effect for the life of the vehicle platform(s) and/or program(s) for which the Goods are supplied, including any extensions thereof, unless earlier terminated hereunder. Seller further acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order by Seller with respect to its delivery of Goods to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

14. <u>Competitiveness</u>. Seller represents and warrants that the prices are, and will remain, no less favorable to Buyer than any price which Seller presently, or in the future, offers to any other customer for the same or substantially similar goods and/or services for substantially similar quantities. If Seller offers a lower price for the same or substantially similar goods and/or services to any other customer during the term of the Order, then Seller shall immediately offer Buyer the same or lower price as offered to Seller's other customer to maintain this competitiveness, retroactively effective as of the date that the prices became non-competitive. Seller shall fully disclose to Buyer, and give Buyer the full and sole benefit of (unless waived or otherwise agreed in writing by an authorized representative of Buyer) any and all discounts, refunds, rebates, credits, allowances or other financial or related incentives or payments of any kind to be provided or agreed to be provided by Seller (or any affiliate thereof) to its customer (or any affiliate of such customer) and relating in any way to, and/or based on or determined, in whole or in part, with reference to Buyer's purchases of the Supplies from Seller under the Order. During the term of the Order, Seller agrees to be world-class competitive in terms of delivery, quality, technology and service. If Seller offers better delivery, quality, technology and service for the same or substantially similar goods and/or services to any other customer during the term of the Order, then Seller shall immediately offer Buyer the same delivery, quality, technology and service as offered to Seller's other customer. In the event that Buyer determines in good faith that Seller has failed to be competitive, Buyer may terminate the Order in accordance with Section 27. In addition, Buyer may in its discretion from time to time obtain quotations for provision of Goods from other suppliers. In the event Seller does not match a lower price offered for supply of the respective Goods by another supplier to Buyer within 30 days after Seller receives written notice of the same from Buyer, then Buyer may terminate the Order in accordance with Section 27.

15. <u>Service and Replacement Parts</u>. Seller will sell to Buyer such Goods necessary for Buyer to fulfill its current model service and replacement parts requirements at the prices set forth in the Order. During the 15-year period after Buyer completes current model purchases, Seller will sell Goods to Buyer to fulfill Buyer's past model service and replacement part requirements. Unless otherwise agreed to by Buyer, the prices during the first five years of this period will be the prices in effect at the conclusion of the current model purchases. For the remainder of the period, the prices will be those in effect at the conclusion of current model purchases plus agreed adjustments to compensate for reduced volumes, but in no case to exceed twenty percent (20%) of the price in effect at the conclusion of the current model purchases.

16. <u>Value Analysis/Value Engineering</u>. Seller agrees to participate fully with Buyer, and/or Buyer's customers or other suppliers, with respect to value analysis and/or value engineering or other continuous improvement programs or initiatives related to the Goods or Seller's processes. Seller shall use all reasonable efforts to reduce costs through product standardization and rationalization. All cost reductions realized as a result of this Section shall serve to reduce the total cost for the Goods. Buyer has the right to audit Seller's books and records to document any cost reductions that are achieved through efforts implemented as a result of this Section.

17. <u>Product Warranty</u>. Seller warrants and guarantees to Buyer, its successors, assigns and customers that the Goods will (i) conform to the then-current release/revision level (based on the date Buyer's release is issued to Seller) of Buyer's applicable specifications, drawings, instructions and other design records; (ii) conform to all samples, descriptions, brochures and manuals furnished by Seller or Buyer; (iii) be merchantable and safe; (iv) be of good material and workmanship; (v) be free from defect and shall be new and of the highest quality; (vi) be free and clear of all liens, encumbrances, and any actual or claimed patent, copyright or trademark infringement; (vii) be fit and sufficient for the particular purposes and standards intended by Buyer and any customer of Buyer, which Seller acknowledges have been communicated to it by Buyer; and (viii) be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the provision, manufacture, labeling, transporting, licensing, approval or certification of the Goods. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing.

18. <u>Warranty Period</u>. In the case of Goods supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Goods to Buyer and, except as provided in this Section, in Section 19 or as otherwise expressly agreed in a writing signed by an authorized employee of Buyer, end forty-eight (48) months following the date the vehicle or other finished product on which such parts, components or systems are installed is first sold and delivered or otherwise utilized for consumer or commercial purposes; provided, however, that if Buyer provides a longer warranty to its customers with respect to any such parts, components or systems, then such longer warranty period will apply to the Goods. In the case of Goods supplied for other uses, the period for each of the foregoing warranties will be that provided by applicable law unless otherwise expressly agreed in writing by an authorized employee of Buyer. Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a significant nature or in a significant portion of the Goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or the health and safety of any person.

19. <u>Recalls.</u> Notwithstanding the expiration of the warranty period set forth in Section 18, if Buyer and/or the manufacturer of the vehicles (or other finished product) on which the Goods, or any parts, components or systems incorporating the Goods, 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 reasonable determination that the Goods fail to conform to the warranties contained herein and elsewhere in the Order.

20. <u>Remedies and Damages</u>. If any Goods are reasonably determined to fail to conform to the warranties contained herein and elsewhere in the Order, Seller shall reimburse Buyer for all losses, costs and damages caused by such nonconforming Goods. 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 any system or component that incorporates such nonconforming Goods; (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. Without limiting the foregoing, if Buyer experiences any defect, failure or non-conformity during the warranty period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (2) require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation and installation costs; (3) correct or replace the defective items with similar items and recover the total cost from Seller, including the cost of product recalls; and (4) exercise all other rights, including without limitation under the terms of the Order or the Uniform Commercial Code and any other applicable statutes. Seller will defend, hold harmless, and indemnify Buyer from and against any loss, expenses (including, without limitation, attorney and other professional fees and disbursements and costs of litigation), suits, actions, claims and other liabilities and proceedings arising from or in connection with any breach of the Order, warranty claims, product recall claims, or any third party claims or demands to recover for personal injury or death, property damage or economic loss in any way attributable to the performance of the Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability, products liability or any other legal theories); provided however that the foregoing obligation of Seller to indemnify Buyer shall not apply to any liabilities solely arising from Buyer's negligence.

21. <u>Intellectual Property Rights</u>

(a) Applicability-This section will apply where Buyer and Seller have not entered into a separate written agreement signed by their respective authorized representatives prior to, or contemporaneous with, the effective date of the Order with respect to the parties' Intellectual Property Rights (defined below) that expressly prevails over this Order.

(b) Definitions-"Intellectual Property Rights" means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to this Order.

"Background Intellectual Property Rights" means any Intellectual Property Rights of either Buyer or Seller relating to Goods contracted (i) existing prior to the effective date of this Contract or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (ii) that each party acquires or develops after these dates but in a strictly independent manner and entirely outside of any work conducted under this Contract. "Foreground Intellectual Property Rights" means any Intellectual Property Rights, except Background Intellectual Property Rights, (i) that are developed in whole or in part by Buyer alone, by Buyer and Seller jointly or by Seller alone, in connection with this Order or (ii) relating to the Goods or services contracted for under this Order. (c) Foreground Intellectual Property Rights- All Foreground Intellectual Property Rights are property of Buyer. Seller shall promptly disclose in an acceptable form and assign to Buyer all such Foreground Intellectual Property Rights. Seller shall require or cause its employees to prepare and promptly sign any form, documents and papers, which are necessary to enable Buyer to file applications for patents throughout the world and to record rights in and to such Foreground Intellectual Property. To the extent that the Foreground Intellectual Property includes any works of authorship created by or on behalf of Seller, such works shall be considered "works made for hire", and to the extent that such works do not qualify as "works made for hire," Seller agrees to assign, and hereby assigns, to Buyer all right, title, and interest in all copyrights and moral rights therein. (d) Background Intellectual Property Rights-Buyer and Seller will each retain ownership of their respective Background Intellectual Property Rights. Seller hereby grants to Buyer and causes its affiliates and Personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense to Buyer's affiliates, to all Background Intellectual Property Rights to make, have made, use, reproduce, display, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import the goods or services that are the subject of this Order (the "Limited License"). In no event will the term of the Limited License extend beyond the expiration of Buyer's rights under this Order. Seller agrees that Buyer's rights to any intellectual property licenses hereunder, in this section or elsewhere, is intended to be subject to 11 U.S.C. Section 365(n) (as amended and in effect from time to time) as an executory agreement under which Buyer has license rights to Seller's Intellectual Property, and is supplementary to any other rights of Buyer under the Order and any other agreement with Seller. (e) Copyrights-To the extent that this Order is issued for the creation of copyrightable works, the works will be considered "works made for hire" for Buyer except to the extent that the works do not qualify as "works made for hire" for Buyer in which case Seller hereby assigns to Buyer all right, title and interest in all copyrights and if lawfully permitted waives all moral rights therein. (f) Right to Repair- For the avoidance of doubt, Buyer, its dealers, its customers, and its subcontractors have the right to repair, reconstruct, remanufacture, reflash, or rebuild the specific Goods delivered under this Order without payment of any royalty to Seller including an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license for any Seller Intellectual Property Rights to do so. (g) Miscellaneous- Goods manufactured based on Buyer's drawings, designs, and/or specifications as well as any software code or models provided by Buyer may not be used for Seller's own use or sold to third parties without Buyer's express written authorization. Nothing in this Order is an admission by Buyer of the validity of any Intellectual Property Rights claimed by Seller, including an admission that any license is required by Buyer to manufacture the goods or continue the services contracted. Seller will claim and acquire all rights and waivers of Seller's personnel required to enable Seller to grant Buyer the rights and licenses in this Contract. Seller assumes full and sole responsibility for compensating Seller's personnel for such rights and waivers, including the remuneration of employees.

22. Seller, on behalf of itself, Buyer, and Buyer's customers, will comply with all obligations with respect to software that forms any part of the Goods contracted, including obligations under any licenses.

23. <u>Infringement Indemnification</u>. Seller will indemnify and hold harmless Buyer, its officers, employees, agents, successors, assigns, customers and users of its products from and against any and all losses, expenses, damages, claims, suits and liabilities (including incidental and consequential damages, court costs and attorneys' fees) arising as a result of any claim that the manufacture, use, sale, resale, import or export of the Goods infringes any patent, utility model, industrial design, copyright, or other intellectual property right in any country. Seller will, when requested by Buyer, defend any action or claim of such infringement at its own expense. Seller's obligations under the preceding two sentences will apply even though Buyer furnishes all or any portion of the design of or specifies all or any portion of the processing for the Goods. If the sale and/or use of the Goods is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Seller will, at Buyer's election and Seller's sole expense, either procure for Buyer the right to continue using such Goods, or replace same with equivalent noninfringing goods, or modify such Goods so they become noninfringing, or remove same and refund the purchase price, including transportation, installation, removal and other charges incidental thereto.

24. <u>Technical Information Disclosed to Buyer</u>. Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Goods. Any technical or other information provided by Seller to Buyer or its affiliates will not be subject to confidentiality or nondisclosure obligations unless the parties have entered into a separate written confidentiality and nondisclosure agreement signed by their respective authorized representatives prior to the effective date of this Order.

25. <u>Ingredients Disclosure and Special Warnings and Instructions</u>. If requested by Buyer, Seller shall promptly furnish Buyer in such form and detail as Buyer may direct; (a) a list of all ingredients in the Goods; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the Goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the Goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers and Buyer of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers and packing shipped to Buyer.

26. <u>Conflict Minerals</u>. (a) Seller agrees to timely respond, following a reasonable due diligence inquiry, to any requests made by, or on behalf of, Buyer for information on the source and chain of custody of any Conflict Minerals (as defined below) necessary to the functionality or production of the Goods supplied by Seller to Buyer. In order to comply with this Section 26, Seller must either (i) register its organization with iPoint Conflict Minerals Program (IPCMP) at: http://www.conflict-minerals.com and submit online all requested information, or (ii) complete the Electronic Industry Citizenship Coalition® and Global e-Sustainability Initiative (EICC-GeSI) template at: www.conflictfreesmelter.org and submit all requested information to the requesting party in Buyer's supplier quality organization. If Seller is a smelter, Seller also agrees to comply with the Conflict-Free Smelter Program protocols developed by EICC-GeSI. As used above, the term "Conflict Minerals" means columbite-tantalite, cassiterite, wolframite and gold ores – which are refined into tantalum, tin, tungsten and gold, respectively, or other minerals or compounds that may be designated in the future by the U.S. Secretary of State. (b) Seller understands and acknowledges that any information provided pursuant to this Section 26 may be provided by Buyer to its customers and may be used by Buyer's customers to comply with their reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "*Act*"), including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission, and Seller will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, (ii) update such information in a timely manner if the status of any Product supplied by Seller to Buyer changes during Seller's performance of the Contract, and (iii) retain all necessary documentation to support the information provided in response to Buyer's request. (c) If Seller (i) fails to comply with this Section 26, or (ii) fails to reasonably demonstrate that all materials processed and/or supplied to Buyer originated from "DRC conflict-free" sources (as that term is defined in the Act), then Buyer may terminate the Contract in whole or in part pursuant to Section 27. (d) Seller agrees to include substantially the same requirements set forth in (a) – (c) above in each contract with any of its sub-suppliers that provide any material or sub-component incorporated into Products supplied to Buyer.

27. <u>Termination for Cause</u>. Buyer may terminate the Order or any part hereof for cause in the event of a Default by Seller. "Default" means (i) Seller's failure to comply with any of the terms and conditions of the Order; (ii) a Seller Insolvency; or (iii) any other event which causes reasonable doubt as to Seller's ability to render due performance hereunder. In the event of termination for Default, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for all damages sustained by reason of the default which gave rise to the termination. The following events or conditions shall constitute a "Seller Insolvency": (i) insolvency of Seller; (ii) Seller's failure to give Buyer, upon request, adequate and reasonable assurances of Seller's future performance under any Order or other agreement with the Buyer; (iii) filing of a voluntary petition in bankruptcy by Seller; (iv) filing of an involuntary petition in bankruptcy against Seller; (v) appointment of a receiver or trustee for Seller; or (vi) execution of an assignment for the benefit of creditors of Seller.

28. <u>Default—Cancellation</u>. In the event of Default, Buyer may, upon written notice to Seller but without liability to Seller, (i) waive all or any part of the Default; (ii) agree to any change in or modification of the Order as Buyer may in its judgment deem advisable; (iii) cancel the Order in whole or in part; (iv) purchase Goods in substitution for those to be supplied by Seller hereunder and charge Seller for any excess cost resulting therefrom; and/or (v) exercise any other rights or remedies Buyer may have under applicable law. Seller's liability for Default will include Buyer's incidental and consequential damages. Seller will reimburse Buyer for attorneys' and other professional fees and court costs incurred by Buyer in connection with any Default by Seller or any action by Buyer to enforce its rights under the Order.

29. <u>Termination for Convenience</u>. In addition to any other rights of Buyer to terminate the Order, Buyer may, at its option, immediately terminate all or any part of the Order, for its sole convenience at any time without reason or cause, by giving written notice to Seller. Upon such termination, Seller shall immediately stop all work, and shall forthwith cause its suppliers and subcontractors to cease work immediately. Upon approval by Buyer, Seller shall be paid a reasonable termination charge consisting solely of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Section shall not exceed the aggregate price payable by Buyer for finished Goods that would be produced or performed by Seller under firm delivery or release schedules outstanding at the date of termination. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges or other amounts from termination of the Order. Within 30 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer may request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

30. <u>Transition of Supply</u>. In connection with termination or cancellation of the Order by either party for any reason whatsoever, including Buyer's decision to change to an alternate supplier, Seller will fully cooperate in the transition of supply. Seller will continue production and delivery of the Goods as ordered by Buyer, on the terms and at the prices determined in accordance with the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Goods as needed. Seller will promptly provide all information and documentation reasonably requested by Buyer, including access to Seller's manufacturing process for the Goods, bill of material data, tooling, process detail and samples of components. If the transition occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of transition support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimates of such costs.

31. <u>Indemnity/Insurance</u>. To the extent Seller's agents, employees or subcontractors enter upon premises occupied by or under the control of Buyer or any of its customers or suppliers in the course of the performance of the Order, Seller will take reasonable steps to prevent any injury to persons or property arising out of acts or omissions of such agents, employees, or subcontractors. Except to the extent that any such injury or damage is due solely and directly to Buyer's negligence, Seller will indemnify, defend and hold Buyer, its officers, employees and agents, harmless from and against any and all losses, expenses, damages, claims, suits, or any liability whatsoever (including incidental and consequential damages, court costs and attorneys' fees) arising out of any act or omission of Seller, its agents, employees or subcontractors. Seller will maintain and require its subcontractors to maintain (i) public liability and property damage insurance, including contractual liability (both general and vehicle) in amounts sufficient to cover obligations set forth above, and (ii) workers' compensation and employer's liability insurance covering all employees engaged in the performance of the Order for claims arising under any applicable workers' compensation, occupation disease or health and safety laws and/or regulations. Seller will also maintain such additional insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. Seller will furnish certificates evidencing such insurance which will expressly provide that no expiration, termination or modification will take place without thirty (30) days' written notice to Buyer. Any property of Buyer used by Seller in the performance of the Order will be deemed to have been under the sole custody and control of Seller during the period of such use by Seller.

32. <u>Tools</u>. Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("Tools") necessary for the production of the Goods. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the Goods upon payment to Seller of the book value thereof less any amounts which Buyer has previously paid to Seller, directly or indirectly, for the cost of such Tools; provided, however, that this option shall not apply if such Tools are used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others. Buyer does not guarantee the accuracy of any tooling or dies or the availability or suitability of any supplies or material furnished by it. Seller agrees carefully to check and approve all tooling, dies or materials supplied by Buyer prior to using it. Seller shall assume all risk of death or injury to persons or damage to property arising from use of tools, dies or materials supplied by Buyer.

33. <u>Bailed Property</u>. All supplies, materials, Tools, equipment and other items furnished by Buyer ("Buyer's Property"), either directly or indirectly, to Seller to perform the Order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the purpose other than the performance of the Order; shall be deemed to be personal property; shall be conspicuously marked property of Buyer by Seller; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport Buyer's Property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering Buyer's Property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto.

34. <u>Disclaimer of Warranties</u>. 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 WARRANTY OR REPRESENTATION 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. Buyer will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages and/or personal injury or death.

35. <u>Confidentiality; Advertising</u>. Seller will consider all information furnished by Buyer hereunder (including drawings, specifications, or other documents prepared by Seller for Buyer in connection with the Order) to be confidential and will not disclose any such information to any other person, or use such information itself for any purpose other than performing the Order, unless Seller obtains Buyer's prior written permission. Seller will not advertise or publish the fact that Buyer has contracted to purchase Goods from Seller, or disclose any information relating to the Order without Buyer's prior written consent.

36. <u>Limitation on Buyer's Liabilities</u>. In no event shall Buyer be liable to Seller for any lost profits or for any incidental, consequential, special, exemplary or punitive damages. Buyer shall not under any circumstances be liable to Seller for any fees, including attorney or consulting fees, or any statutory damages. The aforementioned damages and liability is expressly waived by Seller.

37. <u>Duty Drawback Rights</u>. The Order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

38. <u>Setoff and Recoupment</u>. In addition to any right of set off or recoupment provided by law, all amounts due to Seller and its subsidiaries, parents, or affiliates (collectively, the "Seller Group") shall be considered net of indebtedness owed to Buyer and its subsidiaries, parents, or affiliates (collectively, the "Buyer Group"); and Buyer may deduct any amounts due or to become due from Seller Group to Buyer Group from any sums due or to become due from Buyer Group to Seller Group. In the event that Buyer or any of its subsidiaries or affiliates reasonably feels at risk, Buyer may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or affiliates to protect against such risk. If an obligation of Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates is disputed, contingent or unliquidated, Buyer or any of its subsidiaries or affiliates may defer payment of all or any portion of the amount due until such obligation is resolved. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Orders between Buyer and Seller have not been assumed, then Buyer may defer payment to Seller, by an administrative hold or otherwise, for Supplies until claims for rejection and other damages are resolved. In the event of a Seller Insolvency, Buyer also may setoff, recoup, and/or withhold from amounts due Seller or any of its subsidiaries or affiliates any amounts that Seller is obligated to indemnify or pay Buyer pursuant to the Order, regardless of whether such amounts become due before or after the filing of a petition for bankruptcy protection by Seller. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with a Seller Insolvency, including but not limited to, all attorneys' fees and other professional fees. Seller agrees and acknowledges that the obligations and rights granted in this Section constitute direct, mutual obligations of Seller that are an integral component of the Order. Accordingly any such deduction constitutes a recoupment in addition to a set off right of the Buyer and shall be treated as such by any reviewing Court. Where Buyer has reasonable grounds to believe the Goods provided by Seller under this Order may be subject to any liens, claims, or encumbrances, Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, that such Goods are free of any liens, claims, or encumbrances.

39. <u>Electronic Communication</u>. Seller will comply with the method of electronic communication specified by Buyer, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Seller will also use commercially reasonable efforts comply with any modification to Buyer's specified method of electronic communication following the date of the Order.

40. <u>Legal Compliance and Business Conduct</u>. Seller warrants that it has reviewed and will abide by Buyer's "Code of Business Conduct." Seller, and the Goods supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Goods, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment (including without limitation the Fair Labor Standards Act), subcontractor selection, discrimination, occupational health/safety and motor vehicle safety (including without limitation the Occupational Health and Safety Act). Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Goods under this Contract. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller's noncompliance. Seller will provide Buyer with material safety data sheets regarding the Products.

41. <u>No Implied Waiver</u>. The failure of either party at any time to require performance by the other party of any provision of the Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Order constitute a waiver of any succeeding breach of the same or any other provision.

42. <u>Non-Assignment</u>. Seller may not assign or delegate its obligations under the Order, by operation of law or otherwise, without Buyer's prior written consent.

43. <u>Relationship of Parties</u>. Seller and Buyer are independent contracting parties and nothing in the Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

44. <u>Severability</u>. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order shall remain in full force and effect.

45. <u>Currency</u>. All prices are stated in and all payments shall be in U.S. Dollars unless otherwise stated on the face of the Order.

46. <u>Prices and Taxes</u>. The prices set forth in the Order are complete, and no additional charges of any type shall be added, including without limitation shipping, packaging, labeling, custom duties, taxes, excises, storage, insurance, boxing and crating. All prices shall be F.O.B. destination (place of delivery).

47. <u>Entire Agreement</u>. The Order, together with the attachments, exhibits, or supplements, specifically referenced therein, constitutes the entire agreement between Seller and Buyer with respect to the matter contained therein and supersedes all prior oral or written representations and agreements. Accordingly, and without limitation, no course of dealing or usage of trade shall be applicable unless expressly incorporated in the terms of the Order. The Order may only be modified by a purchase order amendment/alteration issued by Buyer. In the event of conflict between Buyer's purchase order and these Purchase Order Terms and Conditions, Buyer's purchase order shall control.

48. <u>Miscellaneous</u>. The Order may be performed and all rights hereunder against Seller may be enforced, wholly or in part, by Buyer or by any one or more of the entities now or hereafter subsidiary to or affiliated with Buyer. Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Buyer on the Order or any other forms delivered to Seller shall be subject to correction.

49. <u>Governing Law and Jurisdiction</u>. Unless otherwise agreed in writing, the Order will be governed by and interpreted according to the internal laws of the State of Michigan and in accordance with the provisions of this Section. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Order. The parties submit to the jurisdiction and venue of the Circuit Court for the County of Oakland, State of Michigan, or if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan with respect to any action arising, directly or indirectly, out of the Order or the performance or breach of the Order. The Buyer and Seller agree that the venues referenced above are convenient and will be the sole forums for any dispute between them.