



Prestolite Electric Incorporated
Purchase Order Standard Terms and Conditions

1. Acceptance and Modifications:

This purchase order ("Purchase Order" or "Order") is Purchaser's offer to Seller; and when accepted, either by written acknowledgement, as hereinafter and forth, or by commencing performance, shall become a binding contract, subject to the terms and conditions hereof; shall constitute the entire agreement between the Purchaser and Seller, shall supersede any other agreements or understanding made prior to the date of this Purchase Order; and shall not be modified thereafter in any way except in writing signed by Purchaser. ACCEPTANCE BY SELLER IS LIMITED TO THIS ORDER INCLUDING THESE TERMS AND CONDITIONS. An Order by Purchaser does not constitute an acceptance by Purchaser of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Order. In the event that Seller shall acknowledge receipt of this Order by any means other than attached acknowledgement form or by performance, then any terms arising therefrom shall be considered by Purchaser to be in conflict with the terms or conditions contained herein and shall have no binding effect on the Purchaser unless the Purchaser shall agree, in writing, to accept the same.

2. Quantity and Duration:

(a) Unless stated otherwise on the face of the Purchase Order, the duration of each Purchase Order shall be the life of the program(s) into which the materials ultimately are incorporated, including any extensions or renewals thereof, plus applicable service and replacement parts requirements. Purchaser and Seller acknowledge, however, that this paragraph does not affect or otherwise change Purchaser's rights of termination set forth herein.

(b) The total quantity required under each Purchase Order is specified on the face of the Purchase Order. Seller further acknowledges and agrees that Seller is obligated to deliver materials to Purchaser in the quantity, date, and location specified in any release issued by Purchaser ("Release"). A Release will specify a firm quantity of goods and/or a firm quantity of raw materials/components that Purchaser will be responsible for in the event of termination. Releases may include projections or forecasts as to future needs, but Releases are only binding upon Purchaser for, and Purchaser will have no obligation or liability beyond, the firm quantity specified in the Release. Seller acknowledges and agrees to accept the risk associated with the lead times of the various components if they are beyond the firm Release quantities provided by Purchaser.

3. Containers:

In the event that returnable dunnage is used, all containers are the property of the Purchaser and will be returned to Seller for restocking at the Purchaser's expense. Unless agreed in writing, Seller will pay for any boxing, containers, or cartage if expediting is required for any reason other than Purchaser's sole negligence.

4. Invoices:

Unless otherwise specified in this Purchase Order, invoices must be sent not later than the day following shipment to Purchaser at the address given on the Purchase Order. Invoices are to be sent to same address or via e-mail to accountspayable@prestolite.com.

5. Shipping Instructions:

(a) International Shipments: All shipping documents should be clearly marked with a description of the part and part number. A U.S. Harmonized tariff code should be used and if it is not known, then Purchaser can provide the code. Purchaser's bar code label should be used. Seller is required to provide all necessary shipping documentation including, without limitation, a Certificate of Origin, Certificate of Conformance, Bill of Lading, packing slip and invoice, as needed. Care should be used when reporting weights on the packing slip. Purchaser's designated freight forwarder/customs broker should be used as noted on the Purchase Order. If it is not listed on the Purchase Order, contact the buyer indicated on the Purchase Order. Copies of all documents need to be sent after shipment to Purchaser's buyer as noted on the Purchase Order. Seller is required to pack product as required to provide adequate protection to the material.

(b) Domestic: All shipping documents should be clearly marked with a description of the part and part number. Purchaser's bar code label should be used. Shipper is required to provide proper and correct Bill of Lading to the pickup carrier. Purchaser's carrier of choice is to be used for any shipments that Purchaser is paying the freight for; see Purchaser's routing guide, which can be requested from the buyer listed on the Purchase Order. Seller is required to pack product as required to provide adequate protection to the material.

6. Prices:

Prices set forth in the Purchase Order are not subject to increase, including specifically, but without limitation, any increase based upon changes in currency fluctuations, raw material, taxes, tariffs or duties, transportation costs, component pricing, labor or overhead, unless specifically agreed to by Purchaser on the face the Purchase Order or in a signed writing. If prices are not stipulated, this Purchase Order is not to be filed at any price higher than last previously quoted or charged by Seller WITHOUT WRITTEN AUTHORIZATION FROM PURCHASER. Seller warrants that prices to be charged for articles or materials on this Purchase Order are no higher than prices charged other customers of Seller for articles or materials of like or substantially like grade and quality. Seller further warrants that said prices are not in excess of the maximum established by any applicable regulation or Purchase Order issued by any Government agency.

7. Delivery:

(a) Deliveries shall be made both in quantities and at times specified on the Purchase Order or on Releases furnished by Purchaser. Time and quantity of delivery are of the essence. Seller shall adhere to shipping directions specified on the Purchase Order or Releases. Purchaser shall not be required to make payment for goods delivered to Purchaser that are in excess of firm quantities and delivery schedules specified in Releases. In no event shall Purchaser be liable for material processed in excess of a Release issued by Purchaser. Any over shipments are made at Seller's responsibility. Purchaser reserves the right to reject and return same at Seller's expense. Purchaser may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price of goods covered by any Purchase Order. With each delivery, Seller shall be deemed to have made the representations, warranties and covenants with respect to its financial and operating condition provided herein.

(b) Whenever requested to do so, by written instructions or blueprint notation, Seller will mark the goods covered by this Purchase Order in the manner specified by the Purchaser. If deliveries are so far behind schedule that Purchaser is compelled to use material not according to Purchaser's specifications, or at a higher cost, Seller agrees to pay whatever additional cost, expense, loss, or damage the Purchaser sustains, unless the delay is due to unforeseeable causes beyond the control and without the fault or negligence of Seller.

(c) Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in Releases shall be Seller's sole responsibility, unless the delay or expense was solely the result of Purchaser's negligence and Seller provides Purchaser with notice of any claim against Purchaser within ten (10) days after the occurrence of the alleged negligent action of Purchaser giving rise to such claim.

(d) Notwithstanding any agreement concerning payment of freight expenses, except where shipment is by Purchaser's vehicle, delivery shall not have occurred and the risk of loss shall not have shifted to Purchaser until materials have been delivered to Purchaser's facility and have been accepted at that facility.

(e) Purchaser reserves the right at any time to direct changes, or cause Seller to make changes to the processing, methods of packaging and shipping and the date or place of delivery of the Supplies covered by the Purchase Order and Seller agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Purchase Order unless (i) Seller provides Purchaser with written notice of a claim for adjustment to time for performance or cost within ten (10) days after Purchaser's notice to Seller of the change and (ii) after auditing such claim, Purchaser determines that an adjustment (up or down) is appropriate. Any such claim by Seller for adjustment to time for performance or cost under a Purchase Order must be solely and directly the result of the change directed by Purchaser and any notice of such claim shall be effective only if accompanied by all relevant information sufficient for Purchaser to verify such claim. Nothing in this paragraph shall excuse Seller from performing under the Purchase Order as changed pending resolution of any claim by Seller for adjustment to time or cost.

8. Samples/Validation:

Approval of samples and/or validation testing by Purchaser will not relieve Seller of responsibility of furnishing materials ordered herein that comply with all applicable warranties.

9. Inspection:

Purchaser shall have the right (but not the obligation) to inspect, to review work progress, and to test all material, special tooling, materials and workmanship to the extent practicable at all times and places during the period of manufacture, and in any event before acceptance. Payment for goods prior to inspection shall not constitute an acceptance thereof. Purchaser has the right, notwithstanding payment, either to reject or require correction of nonconforming goods by and/or at the expense of Seller promptly after notice. Goods are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with Purchase Order requirements. Purchaser will accept or reject goods as promptly as practicable after delivery. Purchaser's failure to inspect and accept or reject the goods shall not relieve Seller from responsibility, nor impose liability on Purchaser, for nonconforming goods. Inspections and tests by Purchaser do not relieve Seller of responsibility for defects or other failures to meet Purchase Order requirements discovered before acceptance. In addition to any other remedies to which Purchaser is entitled, material found defective on inspection may be returned by Purchaser for full credit, all transportation and inspection charges to be borne by Seller.

10. Termination:

(a) Purchaser shall have the unrestricted right to terminate this Order for convenience at any time in whole or in part upon written notice to Seller. Upon termination by Purchaser for convenience, Purchaser shall pay Seller the following amounts without duplication: (i) The Purchase Order price for all goods or services which have been completed in accordance with this Order, and Releases thereof, not previously paid for; (ii) The actual cost incurred (exclusive of profits) by Seller, in accordance with the Order, and Releases thereof, which are property allocable or apportionable under generally accepted accounting practices to be terminated portion of this Purchase Order, including the cost of discharging liabilities which are so allocable or apportionable and (iii) The reasonable costs of Seller protecting property in which Purchaser has or may acquire an interest. Payments made under subparagraph 10 (a), exclusive of payments under subparagraph 10 (a) (iii) shall not exceed the aggregate price specified in this Order, less payments otherwise made or to be made. If the termination for convenience was a result of a termination or change directed by the U.S. Government or a higher-tiered contractor under a U.S. Government prime contract, Seller shall comply with the termination settlement and property disposition requirements set forth in FAR clause 52.249-2, Termination for Convenience of the Government (Fixed-Price) as modified in Purchaser's Supplemental Terms and Conditions.

(b) Purchaser reserves the right to terminate immediately all or any part of this Purchase Order, without any liability of Purchaser to Seller, in the event of any default by Seller. The following are causes, among others, allowing Purchaser to terminate this Purchase Order: (i) if Seller repudiates, breaches or threatens to breach any of the terms of the Purchase Order including, without limitation, Seller's warranties; (ii) if Seller fails to perform or deliver materials as specified by Purchaser; (iii) if Seller fails to provide Purchaser with adequate and reasonable assurance of

Seller's ability to perform timely any of Seller's obligations under any Purchase Order, including, without limitation, delivery of materials; (iv) if Purchaser terminates for breach any other Order issued by Purchaser to Seller in accordance with the terms of such Order (whether or not such other Order is related to this Order); or (v) if Seller fails to remain competitive with respect to price, quality, delivery, technology, payment terms, or customer support. In the event of a termination for default, Purchaser shall be entitled to recover from Seller, among other things, all costs incurred by Purchaser in purchasing substitute materials from an alternative supplier. In the event that an act of termination by Purchaser is determined to be improper for any reason, the damages available to Seller shall be limited to the damages that Seller would have been entitled to receive if Purchaser had terminated for convenience.

(c) In addition to its other remedies, Purchaser may, at its option, terminate this Order without any liability to Seller in the event of a change in control of Seller. A change of control of Seller includes: (i) the sale, lease or exchange of a substantial portion of Seller's assets used for performance of the Order, or the entrance into an agreement by Seller regarding the same; (ii) the sale or exchange of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller), or the entrance into an agreement regarding the same; (iii) the execution of a voting or other agreement providing a person or entity with control of Seller or control of more than 20% of Seller's stock or other ownership interest (or of such other amount as would result in a change of control of Seller). Seller shall notify Purchaser promptly in writing upon the occurrence of an event, of agreement that will lead to the occurrence of an event, described above in this paragraph. In the event of a termination pursuant to this paragraph, Purchaser shall give Seller written notice of the termination at least thirty (30) days prior to the effective termination date.

(d) Because Purchaser's commitments to its customers are made in reliance on Seller's commitments under each Order, Seller has no right to terminate any Order.

11. Transition of Supply:

Upon the expiration or earlier termination of any Order for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply to Purchaser. Among other things, Seller agrees to take such actions as may be reasonably required by Purchaser to accomplish the transition from Seller to an alternative seller, including without limitation the following:

(a) Seller shall provide all notices necessary or desirable for Purchaser to resource the Order to an alternative seller.

(b) Seller shall provide a sufficient bank of materials to ensure that the transition to any alternative seller chosen by Purchaser will proceed smoothly, as reasonably determined by the Purchaser. At the Purchaser's request, the Seller shall assure proper storage for the bank of materials, and deliver materials per standard Releases from the Purchaser.

(c) Seller shall provide to Purchaser all tooling and any other property furnished by or belonging to Purchaser or any of Purchaser's customers in as good a condition as when received by Seller, reasonable wear and tear excepted. Purchaser and the alternative seller reserve the right to access and actively participate during the disconnect or disassemble process for such property.

(d) Seller shall, at Purchaser's option: (i) assign to Purchaser any or all supply contracts or Purchase Orders for raw material or components relating to the Order; (ii) sell to Purchaser, at Seller's cost any or all perishable tooling and inventory relating to the Order; and/or (iii) sell to Purchaser any of Seller's property relating to the Order, at a price equal to the unamortized portion of the cost of such items less any amounts Purchaser previously has paid to Seller for the cost of such items. Seller shall provide documentation supporting the original cost of any unamortized items.

(e) The term "alternative seller" expressly includes, but is not limited to, a Purchaser-owned facility.

12. Intellectual Property:

(a) All materials furnished under this contract, including, but not limited to, any idea, invention, concept, design, prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like that are created in the course of performing any Order and any associated intellectual property rights therein are the sole and exclusive property of Purchaser. Seller agrees that all works of authorship created by Seller in connection with each Purchase Order are "works made for hire" on behalf of Purchaser as that term is used in connection with the U.S. Copyright Act. The term "intellectual property" as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Purchaser to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act.

(b) Seller hereby assigns to Purchaser ownership of all right, title, and interest in any materials furnished under this contract, including any associated intellectual property, and further agrees to cooperate with Purchaser and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Purchaser to apply for, obtain, maintain, transfer, or enforce any intellectual property right related to the materials at the request and expense of Purchaser.

(c) Seller grants to Purchaser an irrevocable, non-exclusive, royalty-free, worldwide license with the right to grant sublicenses to affiliates to use any technical information, know how, copyrights, and patents, or other intellectual property owned or controlled by Seller or its affiliates to make, have made, use, sell, and import any materials provided by Seller under this Order. Such license shall be effective from the first delivery under the Order. Seller agrees to disclose promptly all improvements and inventions resulting from said work and upon request, to assign said improvements and intentions to Purchaser and do everything necessary to enable Purchaser to obtain patents for said inventions in any and all countries.

(d) Unless the products furnished hereunder are of Purchaser's sole design, Seller expressly warrants that all materials furnished under this contract will not and do not infringe any patent, trademark, copyright or other intellectual property of any third party. Seller: (i) agrees to defend, hold harmless and indemnify Purchaser and its customers against all claims, demands, losses,

suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or other proprietary right by reason of the manufacture, use or sale of materials supplied by Seller under this contract; and (ii) waives any claim against Purchaser and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Purchaser for infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Purchaser.

(e) Seller shall ensure that any subcontractors to Seller have contracts with Seller in writing consistent with the terms of this paragraph to ensure that the protections required by Purchaser from Seller are also received from subcontractors for the benefit of Purchaser and Seller.

13. Assignment:

This Order is not to be assigned, nor performance hereunder delegated by Seller, without written consent of Purchaser. Any such assignment or delegation without written consent of Purchaser shall be considered a material breach. The provisions of this paragraph are not intended to prohibit normal subcontracting for the acquisition of material, supplies or components.

14. Purchaser's Equipment or Property:

Seller agrees to be responsible for any tooling and materials, including but not limited to property for processing or prepackaging equipment, tools and patterns, furnished or paid for by Purchaser, and to protect same against loss or damage by insurance acceptable to Purchaser. Seller shall maintain said tooling in good and proper operating condition at its own expense and cost. If Purchaser furnishes patterns or other equipment for use in executing this Order, it is the responsibility of Seller to carefully check same before using. All tools, dies, molds, printing plates, property for processing or prepackaging etc. purchased or produced by Seller in connection with this Order shall become Purchaser's property upon Seller's said purchase or production; shall be subject to all the Purchaser's production, being identified clearly as Purchaser's property and subject to removal at any time upon Purchaser's demand. Notwithstanding the foregoing, all materials, including without limitation tools and equipment that qualify as "Government Property" under FAR clause 52.245-1, Government Property, shall be handled in accordance with said clause, as modified in Purchaser's Supplemental Terms and Conditions.

15. Warranty:

(a) The "Warranty Period" for materials supplied under this Order shall mean, for each individual good, the time period beginning on the day of first use by Purchaser or acceptance by Purchaser, and continuing until the later of: (i) 18 months; (ii) the period provided under applicable law; or (iii) if the materials are utilized for new vehicles, the same period as the new vehicle warranty period offered to retail purchasers in the country in which the vehicle incorporating the materials is sold. Seller may contact Purchaser's representative for information regarding those countries in which vehicles incorporating the materials will be sold.

(b) In the event that Purchaser or its customer voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the materials covered by this Order, or any parts, components or systems incorporating the materials, are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or reliability or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (a "Remedial Action"), the Warranty Period shall continue for such time period as may be dictated by Purchaser's customer or the federal, state, local or foreign government where the materials are used or provided and Seller shall fully comply with the requirements of this Order.

(c) Notwithstanding the expiration of the Warranty Period, Seller shall nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination (including by use of statistical analysis or other sampling methodology) that the materials supplied by Seller fail to conform to the warranties set forth in the Order. Where applicable, Seller shall pay all expenses associated with determining whether a Remedial Action involving the materials is necessary. Purchaser and Seller agree that any Remedial Action involving the materials shall be treated separately and distinctly from similar Remedial Actions of other goods of Seller; provided that such separate and distinct treatment is lawful and Seller shall in no event fail to provide at least the same protection to Purchaser on such materials as Seller provides to its other customers in connection with such similar Remedial Actions.

(d) Notwithstanding the foregoing, 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 materials, or a defect is discovered which, in Purchaser's reasonable opinion, constitutes a threat of damage to property or to the health and safety of any person.

(e) Seller warrants that all materials to be furnished hereunder: (i) will be merchantable; (ii) free from defects of material, workmanship, and design; (iii) will conform to all samples, descriptions, specifications, data and drawings, if any, furnished by or to Seller; (iv) shall be new and of the highest quality; (v) will be safe, fit and sufficient for the particular purposes intended by Purchaser, which purposes Seller acknowledges are known to it; (vi) shall be free and clear of all liens, claims or other encumbrances, and that Seller is conveying good title to Purchaser; (vii) shall be adequately contained, packaged, marked and labeled; (viii) in the case of services, all services performed on behalf of Purchaser shall be performed in a competent, workmanlike manner; and (ix) shall be manufactured in accordance with all applicable federal, state, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in the United States or any other country where the materials will be sold or used. The warranties of Seller in this paragraph shall not be deemed exclusive, but are in addition to any and all other warranties, express or implied, that may exist, arise, or be created by operation of law or otherwise.

(f) In addition to the warranties set forth in subparagraph 15 (b), Seller warrants that all materials furnished hereunder shall comply with all warranties that Purchaser provides to its end customer.

(g) All warranties shall survive inspection, test, delivery, acceptance, use and payment by Purchaser and shall inure to the benefit of Purchaser, its successors, assigns, customers, and the users of Purchaser's goods and services. Seller's warranties may not be limited or disclaimed.

16. Indemnification:

(a) Seller agrees to defend Purchaser against and to indemnify and to hold Purchaser harmless from any and all damages, claims, suits, injuries, demands, or liabilities whatsoever, including attorney fees and other costs of litigation, arising or allegedly arising from Seller's products herein ordered or from the use thereof by Purchaser, its assignees, employees, agents or customers. Seller further agrees that in the event Seller, its employees, agents, or subcontractors enter premises owned, occupied by or under the control of Purchaser in the performance of this Order, Seller shall; (a) indemnify and hold Purchaser harmless from any and all damages, claims, suits, injuries, demands, or liabilities whatsoever arising or allegedly arising from in whole or in part, acts or omissions of Seller, its employees, agents, subcontractors, while on said premises; and (b) comply with all applicable laws, governmental regulations and rules of Purchaser's premises, encompassing without limitation those relative to environmental quality and safety and fire prevention. Seller shall at all times provide all equipment that is used in the performance of this Order, including all equipment specified in this Order as being furnished by Purchaser. Seller shall indemnify and hold Purchaser harmless from any and all damages, claims, suits, injuries, demands or liabilities whatsoever arising or allegedly arising from, in whole or in part, Seller's failure to comply herewith.

(b) Upon written request by Purchaser, Seller shall provide such information as Purchaser, in its sole discretion, deems necessary to satisfy Purchaser that Seller is able to perform its obligations under Paragraph 16(a). Any such information requested by Purchaser shall be provided within three (3) business days unless otherwise agreed in writing by Purchaser.

17. Remedies and Rights:

The remedies provided for in this Order shall be cumulative and additional to any other or further rights or remedies available at law or equity. No waiver by Purchaser of any breach of any provision of this Order shall constitute a waiver of the provision or a waiver of any subsequent breach of such provision.

18. Government Contracts:

If a United States Government contract number is shown or designated on the face of this Order, Purchaser's Supplemental Terms and Conditions, Flowdown Clauses for Commercial Items Purchased in Support of a Government Contract ("Purchaser's Supplemental Terms and Conditions"), are hereby incorporated by reference. A copy of Purchaser's Supplemental Terms and Conditions is available at <http://www.prestolite.com/Suppliers/files/PEI-1003%20FAR%20and%20DFARS%20Clause%20Flowdown%20to%20Suppliers%202020.pdf>.

19. Verbal Understanding:

It is understood and agreed that there is no verbal understanding or agreement between

Purchaser and Seller altering the conditions stated in this Order.

20. Discount:

Unless otherwise agreed to in writing, invoices subject to a discount will be due dated according to the specified terms on this Order.

21. Fair Labor Standards Act:

By accepting this Order, Seller warrants that the articles or materials to be furnished hereunder will be produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of Regulations and Orders of the United States Department of Labor issued under Section 14 thereof.

22. Production Part Approval Process:

The Production Part Approval Process (PPAP) is a basic element of the component purchasing process. PPAP applies to both new and existing product and is intended to assure the new, or revised, products and processes are production ready. Regardless of whether Purchaser initiates a new or revised component design, or whether Seller initiates the change, a PPAP must be approved by Purchaser prior to production parts being shipped from the Seller to any Purchaser facility.

When Seller initiates the change to a component, or process, it is the responsibility of Seller to notify Purchaser, in writing, (AIAG or Prestolite Product/Part Change Notification form is preferred) of the proposed change at least two (2) weeks prior to the submittal of the PPAP documentation. No changes are authorized without approval of Purchaser.

[Reference: Prestolite Electric/Leece-Neville Division – North American Supplier Requirements Manual, Section Titled, PPAP (PRODUCTION PART APPROVAL PROCESS)]

23. Statutory and Regulatory Requirements:

Purchased products, processes, and services must conform to the current applicable statutory and regulatory requirements in the country of receipt, the country of shipment, and the customer-identified country of destination, if provided.

Seller is required to cascade all applicable requirements down the supply chain to the point of manufacture. Particular attention must be given to statutory and regulatory product-safety requirements.

24. Confidentiality:

(a) Seller acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of all information disclosed by Purchaser to Seller during the course of work under any agreement, including all “Purchaser Data” (as defined in the Data Security Paragraph below) (“Confidential Information”), including, but not limited to, any information regarding Purchaser or its business or its customers, the existence and terms of any Request for Quotation or Purchase Order, and any drawings, specifications, or other documents

prepared by either party in connection with any Request for Quotation or Purchase Order. Seller agrees that it will not disclose Confidential Information to or use Confidential Information with or for the benefit of itself or any third party without prior written authorization from Purchaser. Seller also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Confidential Information shall not include any information that: (i) was in the possession of Seller before receipt from Purchaser; (ii) is or becomes available to the public through no fault of Seller; or (iii) is received by Seller in good faith from a third party having no duty of confidentiality to Purchaser.

(b) The obligations of Seller with respect to Confidential Information shall remain in effect during the time that any Confidential Information is considered by Purchaser to be secret or confidential or otherwise qualify for protection under the Uniform Trade Secrets Act.

(c) All information provided by Seller to Purchaser in connection with each Order shall be disclosed on a non-confidential basis, and Purchaser shall have no duty to maintain the secrecy or confidentiality of such information.

(d) At the request of Purchaser, Seller will return to Purchaser all materials (in any form) that include, incorporate, or otherwise contain Confidential Information of Purchaser.

(e) Seller shall not sell or dispose of, as scrap or otherwise, any completed or partially completed or defective materials manufactured hereunder without defacing or rendering them unsuitable for use.

(f) The protections provided in this paragraph 24 shall be considered to supplement any protections provided for in any separate confidentiality agreement, nondisclosure agreement, or similar agreement between the parties. Such agreements shall remain in full force and effect according to their terms.

25. Relationship of Parties:

Seller and Purchaser are independent contracting parties and nothing in this contract 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 party.

26. Limitations on Purchaser's Liability:

In no event shall Purchaser be liable to Seller for anticipated profits or for special, incidental or consequential damages. Without limiting the foregoing, the parties further agree that, with respect to any claim arising out of, or in connection with, the termination of this agreement, Seller's damages, if any, shall be limited to the amounts to which Seller would have been entitled if Purchaser had properly terminated the agreement for convenience.

27. Severability:

If any term(s) of this agreement is invalid or unenforceable under any statute, regulation,

ordinance, executive order or other rule of law, such term(s) shall 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 the agreement shall remain in full force and effect.

28. Notices:

All notices, claims and other communications to Purchaser required or permitted under the agreement shall be made in writing and sent by a nationally recognized overnight delivery service or by certified or registered mail, return receipt requested and proper postage prepaid to the specific buyer identified on the agreement. Seller's failure to provide any notice, claim or other communication to Purchaser in the manner and within the time periods specified in the agreement shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.

29. Electronic Communications and Electronic Signatures:

Seller shall comply with any method of electronic communication specified by Purchaser, including requirements for electronic funds transfer, Order transmission, production Releases, electronic signature, and communication.

30. Data Security:

For purposes of this paragraph, "Purchaser Data" means all data, content, material, confidential information and other information provided by Purchaser to Seller or otherwise transmitted to Seller for use in connection with this agreement. Seller will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all Purchaser Data that: (i) are at least equal to industry standards taking into consideration the sensitivity of the relevant Purchaser Data, and the nature and scope of the materials to be provided; (ii) are in accordance with Purchaser's reasonable security requirements; (iii) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations; and (iv) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Purchaser Data. Without limiting the generality of the foregoing, Seller will take all reasonable measures to secure and defend its location and equipment against anyone who may seek, without authorization, to modify or access Seller systems or the information found therein without consent. Seller will periodically test its systems for potential areas where security could be breached. Seller will report to Purchaser immediately any breaches of security or unauthorized access to Seller systems that Seller detects or becomes aware of. Seller will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to Purchaser a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Purchaser Data. Without limiting the generality of the foregoing, Seller is solely responsible for the integrity of its email, accounting, invoicing, accounts payable, accounts receivable, and other systems. In the event that any payment to Seller is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Purchaser (and its end customer) shall have no further

obligation to Seller for such payment. If Purchaser (or its end customer) makes any payment to a third party that is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Seller shall reimburse Purchaser (or its end customer) for the amount of such payment. The requirements of this paragraph shall apply regardless of whether Seller hosts the Purchaser Data itself or through a third party hosting or cloud services provider.

31. Force Majeure

(a) Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary and unforeseeable event beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within two (2) days of the event. During the period of any delay or failure to perform by Seller, Purchaser, at its option, may purchase materials from other sources and reduce its schedules to Seller by such quantities, without liability to Purchaser, or cause Seller to provide the materials from other sources in quantities and at times requested by Purchaser and at the price set forth in the Purchase Order. If requested by Purchaser, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Purchaser deems appropriate. If the delay lasts more than the time period specified by Purchaser, or Seller does not provide adequate assurance that the delay will cease within such time period, Purchaser may, among its other remedies, immediately cancel this Purchase Order and all outstanding Releases issued pursuant thereto, without any liability. Additionally, Seller shall reimburse Purchaser for any increase in price that Purchaser is required to pay to a substitute supplier in order to obtain replacement materials.

(b) Seller acknowledges and agrees that the following will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise and Seller expressly assumes these risks: (i) change in cost or availability of materials; components or services based on market conditions, supplier actions or contract disputes; (ii) failure of Seller's internal business systems related to the proper processing of date information that results in any defect or failure in products or services, deliveries; or (iii) any other aspect of performance by Seller or its subcontractors.

32. Choice of Law/Forum and Dispute Resolution:

(a) The obligations of the parties respecting this Purchase Order, the sale or shipment of goods and all other matters and disputes between the parties shall be governed, construed, performed and enforced in accordance with the substantive laws of the State of Michigan.

(b) All disputes arising under or in connection with any Purchase Order or any other document pertaining to any Purchase Order shall be finally settled by arbitration before a single arbitrator appointed by the American Arbitration Association ("AAA"), which arbitration shall be conducted under AAA's commercial arbitration rules then in effect at the time of the Purchase Order provided, provided however, that discovery shall be permitted in accordance with the United States Federal Rules of Civil Procedure. The location of the arbitration will be in Michigan. The decision of the arbitrator shall be final and binding upon

Purchaser and Seller, shall not be appealable, and judgment on the award rendered may be entered in any court of competent jurisdiction. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Each party will bear equally the costs and expenses arbitration. Each party will bear its own costs and expenses. The failure by one party to pay its share of arbitration fees constitutes a waiver of such party's claim or defense in the arbitration. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. Notwithstanding anything to the contrary, Purchaser shall have the right, without waiving any remedy under the Purchase Order, to seek from any court of competent jurisdiction (a) equitable relief and (b) any interim or provisional relief that is necessary to protect the rights or property of Purchaser.