

1. Definitions. All capitalized terms used in these fischer America, Inc. Purchase Terms and Conditions Rev. 2020-12-01 ("Terms and Conditions") shall have the following meanings:

"A.M. Best rating of A- VII" means an insurance company with a rating of A- and adjusted policyholders' surplus of \$50 to \$100 million (see [Lieferanteninformationen \(fischer-automotive.com\)](http://Lieferanteninformationen(fischer-automotive.com))).

"Buyer Product" means those tier-1 or tier-2 automotive component products manufactured by Buyer for supply to OEM customers.

"EDI Production Release" means the electronic data interchange production release for Supplier Parts issued by Buyer to Supplier containing updated binding orders for deliveries of Supplier Parts by quantity and delivery dates.

"OEM Customer" means the: (a) original equipment manufacturer ("OEM") customer of Buyer or (b) jointly and collectively: (i) Buyer's direct tier-1 supplier customer when Buyer is the tier-2 supplier, and (ii) Buyer's ultimate OEM end-customer.

"Party" means individually the Buyer or Supplier, and hereafter collectively the "Parties".

"Purchase Order" means the Buyer discrete purchase order issued to Supplier for a defined quantity of Supplier Parts, or a specific Service.

"Scheduling Agreement" means the Buyer scheduling agreement, which shall not be binding upon Buyer until and only to the extent that Buyer issues to Supplier a Scheduling Agreement Release thereunder.

"Scheduling Agreement Release" means the production release for Supplier Parts issued by Buyer to Supplier containing updated binding orders for deliveries of Supplier Parts by quantity and delivery dates.

"Service" means service provided by Supplier to Buyer or to OEM Customer on behalf of Buyer.

"SOP" means the start of production of a particular program of an OEM Customer.

"Specifications" means the specifications including drawings for the Supplier Parts and their production set forth in the Purchase Order or Scheduling Agreement, which may be revised by Buyer in its sole discretion, effective upon delivering notice to Supplier.

"Supplier" means the party to which Buyer contracts with to supply Supplier Parts for use by the OEM Customer.

"Supplier Daily Capacity" means (a) the daily Supplier Part production capacity number, (b) the number of hours per day, and (c) the number of days per week it takes to support the capacity.

"Supplier Part" means (a) the Buyer Products, when the same is produced and supplied by Supplier in their entirety on behalf of Buyer and/or (b) those the raw materials, components, and/or other items used with Buyer Products or otherwise supplied by Supplier to Buyer or its OEM Customer, which are set forth in the Purchase Order or Scheduling Agreement.

"Supplier Excellence Manual" means the fischer America, Inc. Supplier Excellence Manual.

"Terms and Conditions" means these fischer America, Inc. Purchase Terms and Conditions Rev. 2020-12-01.

2. Acceptance of Contract. The following "Contract Terms" are hereby fully integrated together by reference as the entire agreement between the Parties, and are set forth as follows in order of priority in the event of a conflict between these terms: (a) the Purchase Order or Scheduling Agreement, (b) these Terms and Conditions, (c) the Supplier Excellence Manual, and the (c) Specifications, and all other data and instructions submitted by fischer America, Inc. ("Buyer") to Supplier prior to the date of the Purchase Order or Scheduling Agreement, or thereafter concerning the Supplier Part or Services to be purchased hereunder. The foregoing Contract Terms are hereby fully incorporated together by reference as one singular set of Contract Terms. Acknowledgment or commencement of performance by Supplier shall constitute acceptance of all Contract Terms. Acknowledgement may be made via return mail, email or facsimile transmission. The Contract Terms

supersede all prior agreements and understandings, whether written or oral as to the supply relationship between the Parties. No additional or different terms or conditions contained in any quotation, acknowledgment, shipping document, invoice, electronic transmission, standard or preprinted terms and conditions of sale, or other writing, any oral statement or communication, nor any usage of trade, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement the Contract Terms shall be binding on the Parties. Reference by Buyer to any proposal of Supplier is only for the purpose of specifying basic information concerning price, quantity, and description of Supplier Part or Service to the extent such terms are consistent with the Contract Terms. Conditions stated by Supplier in its quotation, acknowledgement, invoice or otherwise shall not affect Buyer's offer, and shall not be binding on Buyer if in conflict with or in addition to any of the provisions of the Contract Terms, unless expressly agreed to in writing by an authorized representative of Buyer.

3. Changes. Buyer reserves the right to make changes in quantities, delivery dates, Specifications, components, materials and/or other descriptions, and Supplier agrees to promptly make such changes. If such changes cause a material increase or decrease in the cost or time required for Supplier's performance under the Contract Terms, then upon notice by one Party to the other, Buyer and Supplier shall negotiate an equitable adjustment, provided the same is substantiated with supporting documentation or a complete rebid as directed by Buyer. No agreement or understanding to modify the Contract Terms shall be binding upon Buyer unless in writing and signed by Buyer's authorized representative. All Specifications data, and other descriptions submitted to Supplier with the Purchase Order or Scheduling Agreement or referred to by the Purchase Order or Scheduling Agreement are hereby incorporated herein and made a part thereof.

4. Price and Payment. If Supplier's quoted prices for the Supplier Part or Service covered hereby are reduced prior to shipment or performance (whether as a price reduction, rebate, allowances, or additional discounts offered to anyone), Supplier agrees that the price to Buyer for such Supplier Part or Service shall be reduced accordingly, and that Buyer shall be billed at such reduced prices. To the extent possible, Supplier shall provide Buyer 30 days advance notice of such price reduction. Unless otherwise stated on the face of this Purchase Order or Scheduling Agreement, the prices quoted are inclusive of any Federal, state, or local taxes imposed directly upon the manufacture of sale of items and/or services to be furnished. The price stated on the face hereof is conclusive, and no extra charge shall be made by Supplier. Unless provided otherwise in the Contract Terms, payment shall be made by Buyer on the second day of the second month following Buyer's acceptance of the Supplier Part or completion of the Service. Buyer may withhold payment pending receipt of evidence, in such form and detail as buyer may direct, of the absence of any liens, encumbrances or claims on the Supplier Parts under the Contract Terms.

5. Right of Offset. Any claim that Buyer may have against Supplier under the Contract Terms may be offset against amounts due by Buyer to Supplier hereunder and debited against Supplier's account.

6. Turnkey Supply Engagement. Supplier Agrees that its supply of the Supplier Part to Buyer hereunder is a "turnkey" supply engagement and thus: (a) by reason of Supplier's considerable production expertise and experience, its participation in the production part approval process for the Supplier Part, and its negotiation and finalization of the Purchase Order or Scheduling Agreement, and other Contract Terms with Buyer, Supplier acknowledges, understands, and appreciates its responsibilities, obligations, and assumptions of risk under this supply engagement and (b) thusly Supplier assumes all risks, liability, and costs, whether unanticipated or unforeseen, related to:

(i) the facility, labor, tooling maintenance, and production equipment necessary to produce and supply the Supplier Parts and otherwise perform its obligations under the Contract Terms, including any additional costs and actions necessitated to (A) maintain required Supply Part capacity under the Purchase Order or Scheduling Agreement, (B) rectify quality issues, and (C) deliver the Supplier Part to Buyer in a timely manner,

(ii) any increased prices for Supply Part components or raw materials or any occurrence of component or raw material shortage or unavailability,

(iii) packaging, labeling, handling, loading, and pre-delivery storage of the Supplier Part, and

(iv) any governmental action or omission, including the imposition of foreign currency restrictions, anti-dumping or countervailing duties, countrywide trade sanctions and embargoes, and/or company-specific trade denials. As such, Supplier agrees that: (a) none of the foregoing shall be a basis for Supplier to claim force majeure, impracticability or impossibility of performance, failure of essential purpose, or any other basis as a means for Supplier to excuse or avoid its obligations under this supply engagement and the Contract Terms and (b) Supplier will continue to produce and supply the Supplier Part and otherwise perform its other obligations under the Contract Terms notwithstanding the occurrence of the foregoing considerations, and (c) any attempt by Supplier to withhold or halt the supply of Supplier Parts or surcharge Buyer premised off of any of the foregoing shall be deemed an act of bad faith. Without limiting the generality of the foregoing, Supplier shall prepare and implement a contingency plan in respect to its facilities that will ensure uninterrupted supply of the Supplier Part to Buyer and shall disclose such plan to Buyer upon request.

7. Pre-Serial Production. Supplier agrees to have manufactured and procure the Supply Part tooling by the date set forth in the Purchase Order or Scheduling Agreement, or separately agreed timing set forth in a writing signed by the Parties; notwithstanding Buyer's approval, Supplier shall bear sole responsibility and liability for the tooling vendor relationship and Supplier's timely procurement of Supply Part tooling that meets the Specifications. Supplier also agrees to exert its best efforts to timely produce the required Supply Part prototypes, procure approval for the Supplier Part, and otherwise meet Supplier's pre-serial production obligations set forth in the Purchase Order or Scheduling Agreement. Supplier understands and agrees that time is of the essence with respect to these obligations and that the timely commencement of serial production of the Supply Part in support of SOP is an imperative for Buyer, and the OEM Customer.

8. Capacity. Without limiting the generality of the foregoing set forth in Section 6, Supplier shall establish and thereafter maintain a sufficient Supplier Daily Capacity to produce the Supplier Parts in quantities sufficient to fill the requirements of Buyer and the OEM Customer, as set forth in the Purchase Order or Scheduling Agreement, and under consideration of the 240 working days annually.

9. Competitiveness. Supplier shall assure that its supply of the Supplier Part remains competitive in terms of pricing, technology, design and quality, as compared to similar materials that may be available to Buyer from Supplier's competitors. If, in Buyer's reasonable opinion, Supplier does not remain competitive in any of such areas, Buyer shall provide notice to Supplier in writing to this effect, specifying a reasonable level of detail as to the deficiency. If Supplier does not agree, within thirty (30) days of such notice, to immediately support the Supplier Part at a price, technology, design, or quality (as the case may be) that is at least as favorable to Buyer as the price, technology, design, or quality (as the case may be) that is otherwise available to Buyer from Supplier's competitors, then Buyer may terminate the Purchase Order, the Scheduling Agreement and any outstanding Scheduling Agreement Releases, and EDI Production Releases.

10. Delivery. Time is of the essence in this Contract, and if delivery of the Supplier Part is not made in the quantities and the time specified in Scheduling Agreement Releases or EDI Production Releases, or the rendering of Services is not completed at the time specified for whatever reason including those set forth in Section 13 and 14 hereof, Buyer reserves the right, at the sole cost and expense of Supplier, in addition to its other rights and remedies to: (a) direct, expedited or premium shipping, packaging and routing of Supplier Part; (b) terminate the Purchase Order or Scheduling Agreement, and thereby relieve Buyer of any obligation to accept and pay for such Supplier Part and/or Service; (c) terminate, without charge, all or any part of the undelivered portion of the Purchase Order or Scheduling Agreement, and place an order elsewhere for an equal or less quantity of Supplier Part and/or Service of the same or substantially equivalent quality and charge

Supplier with any loss so incurred. Unless otherwise stated in the Contract Terms, all deliveries shall be: (i) DDP (INCOTERMS® 2020) Buyer place of business or Buyer facility, unless the ship to address specified in the Purchase Order or Scheduling Agreement; (ii) by the delivery date specified in the Scheduling Agreement Release or EDI Production Release; and (iii) via a commercially recognized and competitive freight carrier. Buyer reserves the right to change delivery schedules or direct temporary suspension of scheduled shipments. Buyer shall have the right to reject any Supplier Part which is tendered by Supplier in advance of the date scheduled for delivery, to accept early delivery of Supplier Part and defer payment until after the scheduled delivery date, or to accept early delivery of Supplier Part and place such Supplier Part in storage at Supplier's expense until the scheduled delivery date. In the event Supplier anticipates any delay in delivery, Supplier shall immediately notify Buyer, provide an estimated date of delivery and confirm such notice in writing. Such notice shall not be deemed to waive any breach of this Contract resulting from such delay. The risk of loss with respect to the Supplier Part shall remain with the Supplier until the Supplier Part has been received and inspected by Buyer.

11. Packaging. All Supplier Parts shall be suitably packaged and marked to secure lowest transportation cost and in accordance with the requirements of common carriers. No separate charge will be allowed for packing, boxing, crating, marking, cartage or storage, unless so stipulated herein, it being assumed that the price includes these items. The damage to any Supplier Part not packaged to insure proper protection if accepted by Buyer will be charged to Supplier. Buyer's count will be considered as final and conclusive on all shipments.

12. Acceptance of Supplier Part. Buyer's acknowledgement of receipt of the Supplier Part shall not constitute acceptance on acknowledgement of the quantity of Supplier Part shipped. Acceptance, as that term is defined in the Michigan Uniform Commercial Code, shall occur only when Buyer, after a reasonable opportunity to inspect and test the Supplier Part, issues to Supplier a written notice of acceptance or incorporates the Supplier Part into a product produced by Buyer. This sole method of acceptance is intended to exclude all other methods of acceptance contemplated under the Michigan Uniform Commercial Code or otherwise. If as a result of sampling inspection any portion of a shipment of the Supplier Part is found to not be in conformity with the Contract Terms, Buyer may reject and return the entire shipment without further inspection; or Buyer, at its option, may complete inspection of all Supplier Parts in the shipment and then reject and return any or all non-conforming Supplier Parts or accept them at a reduced price. Buyer's acceptance of any non-conforming or conforming Supplier Parts shall not constitute a waiver of any Supplier representation, warranty, or covenant respecting the Supplier Part, or other requirements imposed on Supplier under the Contract Terms for the Supplier Parts delivered or those subsequently delivered hereunder. Any rejected Supplier Parts shall be returned at Supplier's expense and Supplier shall be liable to Buyer for any other expenses incurred by Buyer in connection therewith.

13. Force Majeure. Except for those aspects of supply and other responsibilities assumed by Supplier under Section 6 hereof, neither Buyer nor Supplier shall be liable for delays or defaults due to causes beyond its control and without its fault or negligence, from the following force majeure events: acts of God, actions by any governmental authority, fires, floods, natural disasters, and war, provided that the impacted Party provide written notice of such delay, within five (5) days of the force majeure event, including the efforts to prevent, work around or compensate for or otherwise minimize the effects of such delay or inability to perform. In the event a force majeure event delays Supplier's obligations under the Contract Terms, Buyer at its option may acquire possession of all finished Supplier Parts, work in progress and parts and materials produced or acquired for the work under a Purchase Order or Scheduling Agreement, and Supplier will deliver the Supplier Parts and such other parts and materials to such location as directed by Buyer. During the period of delay and a reasonable period thereafter, Buyer, at its option, may purchase goods from other sources in quantities and at times requested by Buyer, at the price set forth in the Contract Terms. Those Supplier force

majeure claims otherwise permissible hereunder shall be in lieu of any Supplier claims of impracticability or impossibility of performance or failure of essential purpose, which claims and rights Supplier hereby waives.

14. Notice of Labor Disputes. Whenever Supplier has knowledge that an actual or potential labor dispute is delaying or threatens to delay its timely performance under the Purchase Order or Scheduling Agreement, Supplier shall immediately give written notice thereof to Buyer. Such notice shall not be deemed to waive any breach of the Contract Terms resulting from such delay.

15. Warranty. Commencing upon Buyer's delivery of the Buyer Product containing the Supplier Parts to the OEM Customer and for a period of seven (7) years thereafter, except that if Buyer offers a longer warranty to its customers for the Supplier Part incorporated into Buyer's products, such longer period shall apply ("Warranty Period"), Supplier acknowledges that the Supplier Part: (a) will be free from apparent and hidden defects in design, durability, performance, materials, manufacturing, and workmanship; (b) will conform to the Specifications for the Supplier Part, including, without limitation, conformance to the packaging and labeling requirements and to Buyer's reasonable expectations, conformance to proper delivery timeframe, and conformance to proper quantity of delivery; (c) will be free and clear of all security interests, liens, charges, or encumbrances of any kind or nature at the time the Supplier Part is delivered to Buyer; (d) will not infringe the patents or other intellectual property rights of any third parties or incorporate any misappropriated trade secrets of any third party (nor will the methods and processes used by Supplier to manufacture, process, and package the Supplier Parts infringe or violate any such rights); (e) will be **MERCHANTABLE AND FIT AND SUFFICIENT FOR THE PURPOSE ORDERED AND WILL BE FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP**. All warranties shall run to Buyer, its successors, assigns and customers and to users of its products and shall be construed as conditions as well as warranties and shall not be deemed to be exclusive.

16. Warranty Claims. If any Supplier Part delivered hereunder is found not to meet the warranty under Section 15, upon notice thereof, Buyer shall notify Supplier in writing within a reasonable period. In such case, Supplier shall, at no charge, supply a replacement Supplier Part meeting the warranty requirements of Section 15, to such destination, at such time and in such manner as designated by Buyer, and Supplier shall be liable to Buyer for any loss, cost or damage incurred by Buyer as a result of such breach of warranty, including, without limitation: (a) costs relating to inspection, sorting, replacing and/or repairing defective Supplier Part; (b) any claim for personal injury or property damage caused by the defective Supplier Part; and (c) reasonable attorneys' fees.

17. Recalls.

(a) Buyer or the OEM Customer shall have the right, exercisable in its sole discretion, to initiate and direct the content and scope of a recall, market withdrawal, stock recovery, product correction, and/or advisory safety communication regarding the Supplier Part or Buyer Product containing the Supplier Part. Buyer, in its sole discretion, shall determine the manner, text, and timing of any publicity to be given such matters. In the event a recall action is initiated or directed by Buyer, Supplier agrees to fully cooperate and take all such steps as are reasonably requested to implement the recall action in a timely and complete manner. Any and all action to be taken in connection with a recall action shall be in accordance with all applicable laws, rules, and regulations. Supplier shall provide, at its own expense, such parts, labor, and all such other assistance as Buyer may reasonably request in order to remedy the reasons for such recall, both with respect to the Supplier Part and the Buyer Product containing the Supplier Part in use by and in the inventory of Buyer or the OEM Customer. Within thirty (30) days of any such recall, Supplier shall undertake all such actions or procedures as are commercially reasonable to promptly remedy such failure, subject to Buyer's prior written approval thereof.

(b) Supplier shall bear all the costs of damages and consequential damages suffered by Buyer, associated with, but not limited to, any defective materials, suspect material batches received at Buyer or the OEM Customer, quarantined materials at Buyer or the OEM Customer, sorting actions at Buyer or the OEM Customer, material in work-in-process at Buyer or at the OEM Customer or in transit, recall actions by Buyer or the OEM Customer, obsolete stock, transport and express transport of materials, Buyer personnel visits and lawsuits that result from the Supplier Part not complying with the agreed upon Specifications and/or Supplier's warranties and other terms under the Contract Terms, or from Supplier's negligence, defective Supplier design, or defective manufacturing. Buyer shall have the undisputable right of set-off and/or to debit the Supplier's account for the damages incurred as described under this Section 17.

(c) The provisions of this Section 17 shall survive the termination or expiration of the Contract Terms for any reason in perpetuity.

18. Service and Replacement Parts. Except as otherwise expressly agreed in writing, for fifteen (15) years after the OEM Customer concludes production in which it utilizes the Buyer Part, Supplier shall supply Buyer's written service part orders for the Supplier Part, at the prices set forth in the most recent Purchase Order or Scheduling Agreement for the first five (5) years after the OEM Customer concludes production, plus any actual cost differential for special packaging. If the Supplier Part is a system or module, Supplier shall sell each component or part thereof, at a price that does not, in the aggregate, exceed the system or module price specified in the most recent Purchase Order or Scheduling Agreement, less assembly costs, plus any actual cost differential for packaging. Supplier's obligation with respect to service or replacement part shall survive the termination of the Contract Terms. At Buyer's request, Supplier shall make service literature and other related materials available at no additional charge to Buyer.

19. Proprietary Rights. All technical information, including, without limitation, designs, blueprints, Specifications, engineering data for production, product know-how and any other information which is supplied to Supplier by Buyer in the course of performance under the Contract Terms shall, unless otherwise agreed by Buyer in writing, be maintained in confidence by Supplier and Supplier shall not use such information except in the performance under the Contract Terms. Supplier, including its agents, employees, representatives and subcontractors, shall exercise extreme caution to prevent disclosure of such information to third parties. Additionally, Supplier agrees to assign to the Buyer and not otherwise to make use of any invention, improvement or discovery (whether or not patentable) conceived or reduced to practice in the performance of the Contract Terms by any employee of the Supplier or other person working under Supplier's direction and such assignment shall be considered as additional consideration for the making of the Contract Terms. Upon completion of performance under the Contract Terms the Supplier shall deliver to the Buyer any and all information relating to such invention, improvement or discovery and shall cause employees or others subject to Supplier's instruction to sign, as appropriate, all documents necessary or convenient to enable the Buyer to file application for patents throughout the world and to obtain title hereto. All such information shall be returned to Buyer upon request. The obligations of this Section 19 shall survive termination of the Purchase Order.

20. Indemnification. Supplier shall defend, indemnify and hold harmless Buyer and its employees, agents, customers, successors, and assigns from any losses, claims, damages, or expenses, including reasonable attorneys' fees, arising or alleged to arise from: (a) any breach of, nonconformance to, the warranties set forth in Section 15; (b) any failure of Supplier to deliver the Supplier Part ordered under a Scheduling Agreement Release or EDI Production Release by the designated delivery dates therein under; (c) Supplier's failure to adequately mark the Supplier Part or packaging with any warnings or other notices required by any federal, state or local law, or administrative rule or regulation; (d) the breach of any Contract Terms; (e) any violation of law by Supplier or its employees, directors, officers, employees, or agents; (e)

any expedited or premium shipping, packaging, or part substitution charges incurred by Buyer or Buyer's OEM Customer due to any delay, act, or omission by Supplier, its subcomponent or raw material sub-suppliers, or its shippers; or (f) any act or omission of Supplier; irrespective of whether such loss, claim, damage or expense is caused, or alleged to be caused, in whole or in part by the joint, several, comparative, but not sole, negligence, breach of contract or warranty, or any other breach of duty by Buyer, or whether such claim, damage, or expense is asserted under a strict or product liability theory or any other legal theory. Supplier's obligations pursuant to this Section 20 shall survive termination of the Contract Terms.

21. Insurance and safety Policy Form. Supplier agrees that throughout the duration of the Contract Terms and for a period of five (5) years following the termination or expiration of the Contract Terms for any reason, it shall, at its expense, procure and maintain in effect a policy of commercial general/comprehensive liability insurance (including for bodily injury and product liability) on an occurrence basis in an amount of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate for premises operation, completed operations, contractual liability, property damage, and bodily injury or death, and a policy of excess/umbrella liability insurance in an amount of not less than \$5,000,000. Such insurance policies shall be on a primary and non-contributory basis to any insurance carried by Buyer. Further, such insurance policies shall be purchased through an acceptable insurance carrier with a minimum A.M. Best rating of A- VII or greater. A broad form vendor's endorsement shall be maintained in relation to such insurance policies with Buyer, and Supplier shall provide Buyer with evidence of such insurance and a copy of vendor's broad form endorsement evidencing Buyer's status as an additional insured on or before the date of the Purchase Order or Scheduling Agreement and thereafter when requested by Buyer. Finally, Supplier agrees that its insurers and anyone claiming by, through, or under the Contract Terms shall have no claim, right, or action or right of subrogation against Buyer based on any loss or liability insured by such insurance policies.

22. Termination for Cause. Buyer, at its option, may terminate the Purchase Order or Scheduling Agreement without any obligation to Supplier, upon (a) the filing of a voluntary or involuntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver, or an assignment for the benefit of creditors; (b) the occurrence of any act or omission by Supplier that constitutes a material breach, including without limitation breach of warranty of the Contract Terms, and the failure by Supplier to remedy such breach within 10 days after written notice of breach is given to Supplier; (c) the failure by Supplier to perform Services or deliver the Supplier Part as specified by Buyer; (d) the failure by Supplier to make progress so as to endanger timely and proper completion of services or delivery of the Supplier Part if Supplier does not correct such failure or breach within 10 days (or shorter period if commercially reasonable); (e) the change in control of Supplier, defined as a sale of more than 50% of the Supplier's stock or a change in the majority of the board members of Supplier, without Buyer's written consent, for which it can withhold for any reason, occurs; or (f) the dissolution of Supplier. Upon termination of the Purchase Order or Scheduling Agreement pursuant to the foregoing sentence, Supplier shall, at Supplier's expense, promptly return to Buyer all the Buyer's tools and any drawings, Specifications or other technical information pertaining to the Contract Terms. Termination of the Purchase Order or Scheduling Agreement shall not affect any liabilities which have arisen prior to termination or may arise after termination based on a transaction made prior to termination, nor any obligations which are, from the context hereof, intended to survive termination of the Purchase Order or Scheduling Agreement.

23. Termination at Will. In addition to the foregoing, Buyer may at its option terminate all or part of the Purchase Order or Scheduling Agreement, at any time, for any reason, by giving 30 days' notice to Supplier in writing. Upon receipt of the notice of termination Supplier will promptly terminate all work under the Purchase Order or Scheduling Agreement. Buyer's obligation to Supplier under this Section 23 shall be the following amounts without duplication: (a) the Purchase Order or Scheduling Agreement price for all Supplier Parts under the Purchase Order or Scheduling Agreement which have been completed in accordance with the

Purchase Order or Scheduling Agreement and not previously paid for; and (b) any Purchase Order, Scheduling Agreement Release, or EDI Production Release having a delivery date within 45 days of the notice of termination from Buyer. Buyer will make no payments for the Supplier Part, work-in-process or raw materials, fabricated or procured by Supplier in amounts in excess of those authorized in Scheduling Agreement Release or EDI Production Release, nor for any undelivered Supplier Part, which are in Supplier's standard stock or which are readily marketable. Except as provided in this Section 23, Buyer shall not be liable for and shall not be required to make payments to Supplier, directly or on account of development and engineering costs, facilities and equipment rearrangements costs or rental, unamortized depreciation costs, and general and administrative burden charged from termination of the Purchase Order or Scheduling Agreement.

24. Labor and Material. Unless otherwise specified in the Contract Terms, all labor, materials, equipment, machinery, parts, tooling and other items required for Supplier's performance shall be provided and maintained by Supplier at its expense. If this Purchase Order or Scheduling Agreement calls for Services to be performed by Supplier, all Services performed and all materials used in connection therewith shall be at the risk and expense of and shall be replaced by Supplier in the event of any damage or destruction thereof prior to delivery to and acceptance of by Buyer. If this Purchase Order or Scheduling Agreement calls for Services to be performed by Supplier upon any premises owned or controlled by Buyer and/or Buyer's customer, Supplier will keep the premises and the Services free and clear of all mechanics' liens and will furnish Buyer with certificate and waiver as provided by law. Whenever any property of Buyer or Buyer's customers is in possession of Supplier or Supplier's suppliers, Supplier shall be deemed an insurer thereof and shall be responsible for its safe return to Buyer.

25. Claims Adjustment. Any claim that Buyer may have against Supplier under the Contract Terms may be offset against amounts due by Buyer to Supplier hereunder and debited against Supplier's account.

26. Audit. Supplier shall maintain accurate and complete books and records (whether in printed, electronic or other format) in support of Services performed, or Supplier Parts delivered to Buyer, charges invoiced to Buyer or dealings with Buyer's employees. All such information, including details regarding entertainment, gifts and/or business, financial or other transactions between Supplier and/or its affiliates and Buyer's employees shall be made available, without exception, to accredited audit representatives of Buyer. Records shall be retained for the duration of this agreement, and for no less than three (3) years thereafter. Supplier shall require its sub-contractors and suppliers to maintain similar records for the same minimum time periods and require that they provide access to same by Buyer's accredited representatives. Failure to cooperate with the foregoing shall constitute a material breach of the Contract Terms.

27. Compliance with Laws. Supplier, and any Supplier Part or Service provided by Supplier, shall 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 Supplier Part provided, including but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. At Buyer's request Supplier shall certify in writing its compliance with the foregoing. Supplier shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Supplier's noncompliance.

28. Hazardous Materials. A Material Safety Data Sheet (MSDS) must be provided by Supplier to Buyer with any shipments containing hazardous materials. If requested by Buyer, Supplier shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients contained in Supplier Part; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients.

29. Remedies.

(a) In the event of any breach of the Contract Terms by Supplier, Supplier shall be liable for all costs, expenses, and damages, whether direct, indirect, incidental, or consequential, arising from or relating to such breach.

(b) The remedies reserved in the Contract Terms shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and are in addition to any other remedies provided for or allowed by law, at equity or otherwise.

(c) Supplier expressly acknowledges and agrees that any failure of Supplier to deliver the Supplier Part as specified in Section 10 and the Scheduling Agreement Release or EDI Production Release, will cause irreparable harm to Buyer that has no adequate remedy other than an injunction, and it would be difficult to determine the amount of damages resulting therefrom. Therefore, Buyer shall be entitled to injunctive relief to prevent or restrain a breach of the Contract Terms.

30. Assignment and Subcontracting. The obligations of Supplier under the Contract Terms may not be assigned or subcontracted in whole or in part, nor may any assignment of any money due or to become due under the Contract Terms be made by Supplier without the prior written consent of Buyer.

31. Advertising. Supplier shall not, without first obtaining the written consent of Buyer in any manner advertise or publish the fact that Supplier has contracted to furnish Buyer the Supplier Part ordered, or use any trademarks or tradenames of Buyer in Supplier's advertising or promotional materials. In the event of Supplier's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any Supplier Part covered by the Purchase Order or Scheduling Agreement and shall not be required to make further payments except for conforming Supplier Parts delivered or Services rendered prior to cancellation.

32. Relationship of Parties. Supplier and Buyer are independent contracting parties, and nothing in the Contract Terms 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 or in the name of the other.

33. Waiver and Severability. Buyer's failure to insist upon the performance of any of the Contract Terms, or to exercise any right thereunder on one or more occasions shall not constitute a waiver or relinquishment of Buyer's right to demand future performance of such Contract Term or to exercise such right in the future. In the event that any provision of the Contract Terms shall be found to be invalid or unenforceable, the remaining portions shall remain in full force and effect as if the invalid or unenforceable portion were not a part hereof.

34. Assignment. Supplier may not assign or delegate its rights or obligations under the Contract Terms without the prior written consent of the Buyer.

35. Entire Agreement and Amendment. The Contract Terms constitute a final expression of the agreement between Supplier and Buyer with respect to the subject matter hereof, and the Contract Terms, including: (a) the Purchase Order or Scheduling Agreement, (b) these Terms and Conditions, (c) the Supplier Excellence Manual, and the (c) Specifications, and all other data and instructions submitted by Buyer to Supplier prior to the date of the Purchase Order or thereafter concerning the Supplier Part or Services to be purchased hereunder, are the complete and exclusive Contract Terms, superseding any and all other oral or written arrangements, representations, or communications by or between Supplier and Buyer relating to the subject matter hereof. The Contract Terms may not be amended except by a written agreement signed by an authorized representative of Buyer.

36. Governing Law/Jurisdiction. The Contract Terms shall be governed and construed in accordance with the laws of the State of Michigan without regard to provisions concerning conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply and are specifically excluded. SUPPLIER HEREBY AGREES THAT ANY LITIGATION ARISING OUT OF OR RELATED TO THE CONTRACT TERMS OR THE SUPPLY OF SUPPLIER PARTS OR SERVICES HEREUNDER SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE MICHIGAN CIRCUIT COURT FOR THE COUNTY OF OAKLAND, MICHIGAN OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN. SUPPLIER AND BUYER HEREBY CONSENT TO SUBMIT TO THE PERSONAL JURISDICTION OF A COURT OF THE STATE OF MICHIGAN LOCATED IN OAKLAND COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THE CONTRACT TERMS

