

Angstrom Automotive Group, LLC and Affiliates¹ **Buyer Terms and Conditions of Purchase**

These Terms apply when referenced by Buyer's purchase order or other documentation.

1. Offer; Acceptance: Each purchase order or purchase order revision issued by Buyer ("Order") is an offer to the seller identified in the Order ("Seller") by Buyer for the purchase of goods and/or services (collectively, "Goods") and includes and is governed by these terms and Conditions of Purchase, as they may be amended from time to time ("Terms"). The Order does not constitute an acceptance of any offer or proposal made by Seller, and the Order, when accepted supersedes all prior agreements, purchase orders, quotations, proposals and other communications regarding the Goods covered by the Order. Seller's written acceptance of an Order, Seller's commencement of any work under an Order or any other conduct by Seller that recognizes the existence of a contract with respect to the subject matter of the Order constitutes Seller's acceptance of the Order, including the Terms. Any additional or different terms and conditions proposed by Seller, whether in Seller's quotation/proposal, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become part of an Order. The Order can be modified only under Section 29. Buyer is Angstrom Automotive Group, LLC, unless a different affiliate is identified as the purchaser in an Order. The Terms are also available on Buyer's web site at www.angstrom-usa.com.

2. Time Period of Order: Subject to Buyer's termination rights and notwithstanding any expiration date stated in an Order or related agreement, the agreement formed by the Order is binding on the parties for the length of the applicable Original Equipment Manufacturer ("OEM") vehicle program production life (including model refreshes and program extensions as determined by the applicable OEM customer) ("Term"), and both Buyer and Seller acknowledge the risk of the vehicle program production life being cancelled or extended by the OEM. Unless specifically waived in writing by an authorized representative of Buyer Seller's obligations with respect to service and replacement parts will survive the termination or expiration of the Order for any reason.

3. Firm Pricing. Prices are not subject to increase, unless specifically stated in the Order or otherwise agreed to in writing by Buyer, and Seller assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rate changes, increases in raw material costs, inflation, increases in labor and other production and supply costs, and any other event which impacts the price or availability of materials or Goods.

4. Quantity: (a) Quantities listed in an Order as estimated or forecast or for planning purposes are Buyer's best estimate of the quantities of Goods it might purchase from Seller for the related time period(s). Seller acknowledges that any estimates or forecasts of production quantities or program durations, whether from Buyer or the Customer, are subject to change from time to time, with or without notice to Seller, and shall not be binding upon Buyer. Unless otherwise expressly stated in the Order, Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied to Seller in respect of Buyer's quantitative requirements for the Goods.

(b) Unless otherwise expressly stated in the Order or other agreement signed by an authorized representative of Buyer, if no other quantity is stated on the face of the Order or if the quantity is blank or specifies the quantity as zero, "blanket", "blanket order", "as released", "as scheduled", "as directed", "subject to Buyer's production releases", or similar terms, then subject to terms and conditions of the Order including these Terms, Buyer shall purchase from Seller, and Seller will supply to Buyer, one hundred percent (100%) of Buyer's requirements for Goods in such quantities as identified by Buyer as firm orders in material authorization releases, manifests, broadcasts or similar releases ("Material Authorization Releases") that are transmitted to Seller during the Term of the Order, and Seller shall deliver such

¹ Affiliates shall mean any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, including, but not limited to, subsidiaries, that directly or indirectly control, are controlled by, or are under common control with, Angstrom Automotive Group, LLC. Affiliates include among others, Angstrom USA LLC, Enforge LLC, Angstrom Precision Metals LLC, Wrena, LLC, Crosscar LLC, Alumina, LLC, and Laminar, LLC.

quantities on such dates and times at the price and on the other terms specified in the Order. All references herein to an "Order" shall include any related Material Authorization Releases.

(c) Time and quantities are of the essence under an Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as set forth in an Order and related Material Authorization Releases.

5. Premium Freight; Related Costs: (a) Seller pays all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed upon delivery dates due to its own acts or omissions. Seller pays any costs incurred by Buyer, including costs charged by Buyer's Customer(s) to Buyer, as a result of Seller's failure to comply with shipping or delivery requirements. (b) Buyer is not liable for premium freight costs, unless specifically agreed to in advance, in writing, by Buyer.

6. Packaging; Marking; Shipping; Disclosure; Special Warnings or Instructions: (a) Seller agrees to: properly pack, mark and ship Goods in accordance with the requirements of Buyer, the involved carriers and the country of destination. Seller will reimburse Buyer for any liabilities, expenses and costs incurred as a result of improper packing, marking, routing, shipping or any other noncompliance with the requirements of this Section 6.

7. Inspection; Non-Conforming Goods/Services; Audit: (a) Buyer may inspect the Goods during any stage of their manufacture, construction, preparation, delivery or completion. Buyer and Buyer's customers shall have the right to enter onto Seller's premises at reasonable times to inspect the facility, Goods, materials, any of Buyer's property covered by a Purchase Order and any supporting documentation. At Buyer's request, Seller shall submit production and quality test reports and related data necessary for inspection.

(b) Buyer, in addition to any other remedies that it may have, at its option may reject and return at Seller's risk and expense, or retain and correct, Goods that fail to conform to the requirements of a Purchase Order even if the nonconformity does not become apparent until the manufacturing or processing stage. Seller will reimburse Buyer for any and all expenses resulting from or related to the rejection, correction or containment of any nonconforming Goods. Rejected Goods shall be removed by the Seller at its expense and at its risk. Buyer's acceptance of the Goods shall not, under any circumstance, be deemed a waiver with respect to breach of Seller's warranties, latent defects in the Goods or misrepresentations of Seller.

8. Payment: Payment shall be made as set forth in the Order. If not otherwise specified, Buyer's payment will be made by day Net 60.

9. Changes: (a) Buyer shall have the right to make or cause Seller to make any changes, additions or alterations in the quantities, destination(s), specifications, drawings, manufacture, design or delivery schedules related to Seller's supply of the Goods. If any such changes affect Seller's costs or timing, Buyer may, in its sole discretion, adjust the price or time for performance where the Seller's direct costs are materially affected by such changes as substantiated by documentation in such form and detail as Buyer may request. If any such change results in a decrease in Seller's direct costs, the price of the Goods may, at Buyer's discretion, be adjusted accordingly. Any request by Seller arising under this Section 9 for an adjustment in price or terms must be made within thirty (30) days of the change or modification directed by Buyer hereunder. All changes in price or terms and adjustments hereunder must be in writing and signed by an authorized Buyer representative.

(b) Seller will not make any change to the design, manufacturing process, manufacturing location(s), raw materials purchased component parts, packaging, marking, shipping methods and/or the date or place of delivery of the Goods unless done pursuant to Buyer's written instructions or with Buyer's prior written approval.

10. Warranties: (a) Seller expressly warrants and guarantees to Buyer, Buyer's successors, assigns and customers, and the users of Buyer's products, that all Goods delivered to Buyer will, during the

Warranty Period defined below: (i) conform to the specifications, standards, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (ii) be free from defects in material and workmanship and shall be new and of the highest quality; (iii) be free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (iv) be merchantable, safe and fit for Buyer's intended purposes, which purposes have been communicated to Seller; (v) be adequately contained, packaged, marked and labeled; and (vi) be manufactured in compliance with all applicable laws, regulations or orders as well as any applicable agency or association standards. All services performed by Seller shall be performed in a competent, workmanlike manner. These warranties shall be in addition to all other warranties, express, implied or statutory. 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.

(b) Notwithstanding the expiration of the Warranty Period, Seller will indemnify and hold Buyer harmless with respect to the cost of any voluntary or involuntary recall campaigns and other corrective service actions that, in Buyer's reasonable judgment, are required to rectify non-conformities in the Goods that are the result of a breach of the foregoing warranties, or which would have been a breach of the foregoing warranty had the non-conformity been discovered during the Warranty Period, whether such recall campaigns are mandated by any governmental entity, Buyer's customers or by Buyer. In addition, in the event that any defect in material and/or workmanship appears in the Goods within the warranty period, Seller shall either repair or replace the Goods for manufacture at its cost. If Buyer repairs such defective Goods for manufacture and claims the cost of repair, Seller shall pay the direct and indirect cost of repairing the Goods to Buyer. If Buyer would rather receive new Goods instead of repairing the defective Goods, Seller shall provide Buyer new defect-free Goods at no cost to Buyer. All costs for transportation of the Goods for manufacture in question, insurance charges and custom duties shall be borne by Seller.

(c) "Warranty Period" shall mean the longer of the following time periods: (i) 18 months from the day of first use of the Goods by Buyer or acceptance by Buyer, whichever occurs later; or (ii) if the Goods are utilized in new vehicles by Buyer or Buyer's customer, the Warranty Period will continue for the same periods as the new vehicle warranty period offered to retail purchasers in the country in which the vehicle is sold. For Goods purchased by Buyer as service and replacement parts, the Warranty Period will be the longer of the following time periods: (i) twelve months from delivery to Buyer's customer or (ii) the remainder of the warranty period on the vehicle on which the part is installed as a service or replacement part. 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 Goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

(d) Defective Goods will be held by Buyer for disposition in accordance with Seller's instructions and at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the Goods, without liability to Seller.

11. Supplier Quality: (a) Seller shall conform to industry standards as it pertains to quality assurance, material record retention, control of nonconforming material and customer notifications as established by the Buyer and Buyer's direct or indirect Customer(s). The seller, without limitation, shall remain in compliance and registration to quality standards ISO 9001:2015 with the ultimate goal to achieve IATF16949:2016. The following sequence should be applied to achieve this requirement:

- 1) certification to ISO 9001 through third-party audits.
- 2) certification to ISO 9001 with compliance with Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers [MAQMSR] or equivalent through second party audits.

- 3) certification to ISO9001 with compliance to IATF 16949 through second-party audits.
- 4) certification to 16949 through third-party audits (valid third-party certification of the supplier to IATF 16949 by an IATF-recognized certification body).

(b) Seller agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) using recognized AIAG standards as specified by the Buyer and (as applicable) Buyer's Customer(s) and agrees to present this information to Buyer upon request, per the level requested.

(c) It is incumbent upon the seller to inform any and all applicable parties including the customer of all suspect or nonconforming material whether currently in use or in transit to the customer. Use and/or delivery of nonconforming material by the seller shall require at a minimum, a written and approved deviation by the customer. All suspect and nonconforming material is subject to quarantine and Third-Party inspection.

12. Remedies: The rights and remedies reserved to Buyer in an Order shall be cumulative with and additional to all other or legal or equitable remedies and in addition to any other rights or remedies provided by law or equity. A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clause. Buyer shall not under any circumstances be liable to Seller for any punitive, exemplary, incidental, consequential or special damages. Seller will reimburse Buyer for any incidental or consequential or other damages (including lost profits) caused or required in the reasonable judgment of Buyer or Buyer's Customer(s) by Seller's breach or by nonconforming Goods, including but not limited to costs, expenses and losses incurred or suffered directly or indirectly by Buyer or its Customer(s): (a) in inspecting, sorting, handling, reworking, repairing or replacing the nonconforming Goods, (b) resulting from production interruptions, (c) conducting recall campaigns, customer field service actions or other corrective service actions, or (d) resulting from personal injury (including death) and/or property damage caused by the nonconforming Goods. Buyer's damages include attorneys' fees and other professional fees, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor and materials. In any action brought by Buyer to enforce Seller's obligations in connection with the production and delivery of Goods or transition support, or for possession of property, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to specific performance of Seller's obligations, plus Buyer's reasonable attorneys' fees.

13. Indemnity, Remedies, Infringement, Intellectual Property: (a) To the fullest extent permitted by applicable law, Seller agrees to indemnify, hold harmless and defend Buyer and their directors, officers, employees, agents and customers ("Indemnitees") from and against any loss, liabilities, costs, expenses, suits, actions, claims, and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and all legal fees, other professional fees, and costs ("Liabilities") that are in any way related to Seller's performance or obligations under a Purchase Order, including claims arising out of a breach hereof, warranty claims, product recall claims, product liability claims, injuries to persons, including death or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller. Seller's obligation to defend and indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except for claims that arise as a result of the gross negligence or willful misconduct by Buyer. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Agreement, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller.

(b) Seller agrees: (a) to defend, hold harmless and indemnify Indemnitee from and against all Liabilities and other types of claims, including suits and claims brought by a third party, arising out of actual or alleged infringement of any type of intellectual property related to the Goods in question, direct or contributory infringement or inducement to infringe any patent, trademark, copyright or industrial design right or other proprietary right (including misuse or misappropriation of trade secret) and against any resulting damages or expenses, including legal fees, other professional fees, and costs, settlements and judgments arising in any way in relation to Goods procured or provided by Seller, including such claims where Seller has provided only part of the Goods, and Seller expressly waives any claim against Buyer that

such infringement arose out of compliance with Buyer's specifications and/or that relates to a third party claim; (b) that Buyer and its customers have the worldwide, royalty free, fully paid up, irrevocable right to repair, reconstruct, or rebuild the Goods procured or provided by Seller; and (c) that Goods or subcomponents thereof based on Buyer's designs, drawings or specifications shall not be used for Seller's own use or sold or provided to third-parties without Buyer's express written consent

(c) Except as expressly agreed by Buyer in a signed writing, all Goods and other deliverables provided under the Purchase Order, and all related intellectual property rights, are owned solely by Buyer. At no additional cost, Seller agrees to grant and hereby grants to Buyer a worldwide, royalty free, fully paid up, transferable, irrevocable license to use any intellectual property owned by Seller that is necessary or incidental to the reasonably intended use or application of the Goods.

14. Compliance with Laws; Related Matters: Seller, and any Goods supplied by Seller, shall comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the contents, source of contents, manufacture, labeling, transportation, importation, exportation, licensing, approval, certification or purchase or sale of the Goods, including without limitation laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, conflict minerals and motor vehicle safety, as well as applicable anti-bribery laws including without limitation the U.S. Foreign Corrupt Practices Act as amended from time to time. Each Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Goods or in their manufacture shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Seller will indemnify Buyer against and hold Buyer harmless from any liability claims, demands or expenses (including attorney's fees and other professional fees, settlements and judgments) relating to Seller's noncompliance. Seller and its employees will abide by applicable ethics policies of Buyer and its Customers, or Seller's own equivalent ethics policy.

15. Review of Financial Condition; Insolvency; Related Matters: (a) Buyer, or a third party designated by and acting on behalf of Buyer, may at any time review the overall financial condition of Seller and its affiliates, and Seller shall fully cooperate in such review and shall make its financial managers available for discussions during reasonable business hours. Buyer and any such third party shall keep confidential any non-public information about Seller obtained in such financial review.

(b) Seller agrees that if Seller experiences any delivery or operational problems, Buyer may, but is not required to, designate a representative to be present in Seller's applicable facility to observe Seller's operations.

(c) An Order may be terminated immediately by Buyer without liability to Seller for any of the following events, or any other comparable events, and Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including but not limited to all attorney's and other professional fees: (1) Seller becomes insolvent (including if Seller is unable to pay its debts as they come due in the ordinary course of business, or if Seller's liabilities exceed its assets as fairly valued), (2) Seller files a voluntary petition in bankruptcy, (3) an involuntary petition in bankruptcy is filed against Seller, (4) a receiver or trustee is appointed for Seller, (5) Seller needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under the Order, (6) Seller executes an assignment for the benefit of creditors or (7) Seller is unable promptly to provide Buyer with adequate assurance of Seller's financial capability to perform any of Seller's obligations under the Order on a timely basis. In the event that the Order is not terminated in accordance with the immediately preceding sentence, upon the occurrence of an event described in the immediately preceding sentence, Buyer may make equitable adjustments in the price and/or delivery requirements under the Order as Buyer deems appropriate to address the change in Seller's circumstances, including Seller's continuing ability to perform its obligations regarding warranty, nonconforming Goods or other requirements under the Order.

16. Termination for Breach or Nonperformance: (a) Buyer reserves the right to terminate all or any part of an Order, or any other Order or agreement between Buyer or Buyer's affiliate(s) and Seller or Seller's

affiliate(s), without liability to Seller and Seller's affiliate(s), (1) if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order, including without limitation Seller's warranties, (b) fails to perform or threatens not to perform services or deliver Goods as specified by Buyer, (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Goods and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach, (d) sells or transfers, or offers to sell or transfer, a substantial portion of its assets used for the production of Goods for Buyer, or merges or offers to merge (or sells or exchanges or offers to sell or exchange an amount of its stock or other equity interests) that would result in a change in control of Seller, or (e) fails to remain competitive with respect to quality, technology, delivery and pricing of the Goods, or (2) if Seller or Seller's affiliate repudiates, breaches or threatens to breach any of the terms of any other Order or agreement between Buyer or Buyer's affiliate(s) and Seller or Seller's affiliate(s). Seller shall notify Buyer within ten (10) days after entering into any negotiations that could lead to the situation specified in subsection (d) above; upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

(b) Upon termination under Sections 15 and 16, Buyer shall have no further obligations, monetary or otherwise, to Seller and such termination is without prejudice to any claims that Buyer may have against Seller.

(c) Seller may terminate the Order only for non-payment of the purchase price for Goods which are sixty (60) or more days past due and material in amount, and then only if: (1) Seller first provides Buyer written notice specifying the amounts past due (including the relevant Order and invoice numbers and date) and Seller's intent to terminate the Order if the past due amount is not paid; and (2) Buyer, within sixty (60) days of such notice, does not either: (A) pay the past due amounts, or (B) notify Seller that the amounts claimed to be unpaid are disputed by Buyer. Seller may not terminate or cancel the Order for any reason except as permitted under this Section. Seller may not suspend performance of the Order for any reason.

17. Termination for Convenience: (a) In addition to any other rights of Buyer to cancel or terminate an Order, Buyer may, at its option, upon at least thirty (30) days' written notice, or, if applicable, such shorter period as may be required by Buyer's Customer, and in its sole discretion, terminate all or any part of an Order at any time and for any reason, and notwithstanding the existence of an Excusable Delay under Section 19 below. If, after termination by Buyer pursuant to Section 15, 16 and/or 19, it is determined that such termination was not authorized thereunder, the rights and obligations of Buyer and Seller will be the same as if the termination were for convenience pursuant to this Section 17.

(b) Upon receipt of and consistent with a notice of termination under Sections 15, 16 and 17 and unless otherwise directed by Buyer, Seller will: (i) terminate promptly all work under the Order on the effective date of termination, (ii) transfer title and deliver to Buyer the finished Goods, the work in process, and the parts and materials which Seller reasonably produced or acquired according to the quantities ordered by Buyer and in accordance with the terms and conditions of the Order and which Seller cannot use in producing Goods for itself or for others, (iii) verify and settle any claims by subcontractors for actual costs incurred directly and made unrecoverable by the termination and ensure the recovery of materials in subcontractor's possession, (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received, and (v) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of Goods to an Alternate Supplier, including as described in Section 18.

(c) Upon termination by Buyer under this Section 17, Buyer will be obligated to pay Seller only the following: (i) the Order price for all finished Goods in the quantities ordered by Buyer that conform to the requirements of the Order and for which Seller has not been paid, (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Buyer in accordance with subsection (b)(ii) above, (iii) Seller's reasonable actual costs of settling regarding its obligations to subcontractors required under the Order, to the extent directly caused by termination, but limited to the amount of any firm quantities of Goods and raw materials / components specified in related Material Releases issued by Buyer and then outstanding; (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (b)(iv), and

(v), if applicable, amounts due in connection with Transition Support under Section 18. Notwithstanding any provision to the contrary, Buyer shall have no obligation 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, tooling, equipment, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished Goods, work-in-process or raw materials that Seller fabricates or procures in amounts that exceed those authorized in the Material Authorization Releases, or general administrative burden charges from termination of the Order, unless otherwise expressly agreed to in writing by Buyer in a separate Order issued by Buyer.

(d) Buyer's obligation upon termination under this Section 17 shall not exceed the obligation Buyer would have had to Seller in the absence of termination.

(e) Seller will furnish to Buyer, within one (1) month after the date of termination under this Section 17 (or such shorter period as may be required by Buyer's Customer), its termination claim, which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in subsection 17(c) above. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer shall evaluate and make a final business decision with respect to such termination claim.

18. Transition of Supply: (a) The Buyer and Seller acknowledge and agree that, where the Goods represent materials or components that will be incorporated into or used in the production of Goods that will be incorporated into motor vehicles, any disruption in the supply of Goods would materially and irreparably harm Buyer and Buyer's customers and that any resourcing of the Goods by Buyer to an alternative source would require significant time, effort, cost and resources. Accordingly, in the event the Order expires or is terminated by either party for any reason, in whole or in part, and/or Buyer decides to change to an alternate source of Goods (including but not limited to a Buyer-owned or -operated facility) ("Alternative Supplier"), Seller will cooperate in the transition of supply, including the following (collectively, "Transition Support"): (i) Seller will continue production and delivery of all Goods as ordered by Buyer, at the prices and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternative supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Goods as needed; (ii) at no cost to Buyer, Seller will (A) promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Goods and components; (B) will provide all notices necessary or desirable for Buyer to resource the Order to an Alternative Supplier; (C) when requested by Buyer, will return to Buyer all Buyer's Property in as good condition as when received by Seller (reasonable wear and tear excepted); and (D) will comply, and cause Seller's subcontractors to comply, with Seller's obligations under these Terms and (iii) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Goods, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing.

(b) 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 estimate of such costs.

19. Excusable Delays: (a) Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the non-performing party and without the non-performing party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, acts of terrorism, natural disasters and wars (hereafter an "Excusable Delay"). Neither Seller's inability to perform as a result of Seller's insolvency or financial condition nor Seller's nonperformance due to a change in price or availability of raw materials or components based on market conditions shall constitute an Excusable Delay. In addition, labor disruptions, strikes, lockouts and slowdowns affecting Seller's facilities shall not give rise to Excusable Delays hereunder. Prior to the expiration of any directly related labor contract of Seller.

(b) As soon as possible, but not later than one full business day after the occurrence of an Excusable Delay, Seller will provide notice to Buyer of the anticipated duration of the delay and the time in which the delay will be cured. During the delay or failure to perform by Seller, Buyer, at its option (a) may purchase the Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) cause Seller to provide the Goods from other sources in quantities and at times requested by Buyer at the price set forth in a Purchase Order; or (c) may request Seller to deliver to Buyer at Buyer's expense all finished Goods, work in process and parts and materials produced or acquired for work under a Purchase Order.

(c) If the delay lasts more than fifteen (15) business days, Buyer may, among its other remedies, immediately terminate a Purchase Order without liability and procure replacement Goods from alternative sources.

20. Technical Information Disclosed to Buyer: (a) Unless otherwise agreed to in writing by the Buyer: (i) no information disclosed in any manner at any time by Seller, or Seller's contractors, to Buyer, or Buyer's Customers, will be treated as confidential, and (ii) Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's Customers or their respective suppliers, with respect to any information that Seller, or Seller's contractors, have disclosed or may disclose to Buyer, or Buyer's Customers, in connection with the Goods. (b) Seller may not release or disclose Buyer's Property to any third party without the express written permission of Buyer.

21. Service and Replacement Parts: So that Buyer can satisfy the current model service and replacement parts requirements of itself or its Customers, Seller agrees to supply Buyer with Goods, component parts and materials that are the same as the Goods, component parts and materials that Buyer purchases under this Order at the price(s) set forth in this Order plus any actual cost differential for packaging. If the Goods are systems or modules, Seller agrees to sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in this Order, less assembly costs, plus any actual cost differential for packaging. After Buyer completes its purchases for its Customers' current model requirements, Seller will sell such Goods, component parts and materials to Buyer or Buyer's designee in order to fulfill Buyer's past model service and replacement parts requirements for the longer of (i) a period of fifteen (15) years after Buyer terminates volume production of the Goods, or (ii) the relevant Customer's requirements with respect to such service parts, at the following prices: (a) for the first fifteen (15) years after the end of volume production, at the stated price of Goods set forth in the Order, plus any actual cost differential for packaging; and (b) beginning fifteen (15) years after the end of volume production, at the stated price of Goods set forth in the Order, plus any actual cost differentials for packaging and to take account of appropriately documented cost changes due to raw materials and set up.

22. Buyer's Property; Tooling: (a) The right, title and interest to all Goods, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs, drawings, specifications, spare parts, trial parts, ancillary products, dunnage, racks, containers, items owned by Buyer and other items furnished by Buyer to Seller for use in manufacturing Goods, or for which Seller is paid or otherwise reimbursed by Buyer, including Buyer-owned Tooling acquired or fabricated pursuant to a Tooling Purchasing Order ("Tooling"), shall be and remain the property of Buyer ("Buyer's Property"). Seller shall bear the risk of loss and damage to Buyer's Property.

(b) Seller will (a) properly house and maintain Buyer's Property on Seller's premises; (b) not use Buyer's Property for any purpose other than for performance under the Purchase Order; (c) prominently mark Buyer's Property as property of Buyer; (d) refrain from commingling Buyer's Property with the property of Seller or with that of a third party; (e) adequately insure Buyer's Property against loss or damage, including, but not limited to, maintaining full fire and extended insurance coverage for replacement value and naming Buyer as an additional insured on such policies; (f) take reasonable steps to ensure that Buyer's Property does not become subject to any liens or other claims; and, (g) not move Buyer's Property to another location whether owned by Seller or a third party, without the prior written consent of Buyer.

(c) Seller expressly waives and releases any and all statutory, common law, equitable or other liens that Seller has or might have on or in connection with Buyer's Property for any and all work, including,

but not limited to designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing Buyer's Property. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all legal fees, other professional fees, and costs that are in any ways related to releasing, terminating or otherwise removing any such liens placed on Buyer's Property.

(d) Upon written request, Seller, at its expense, shall immediately deliver Buyer's Property to Buyer, properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller shall assume all risk of death or injury to persons or damage to property arising from use of Buyer's Property or at Buyer's option, allow Buyer to enter Seller's facilities to remove Buyer's Property at any time and without prior notice. Unless otherwise agreed to in writing by Buyer, Seller, at its own expense, shall keep Buyer's Property in good condition and repair, including repair necessitated by wear and tear and other usage by Seller.

(e) In the event that Buyer issues a Tooling Purchasing Order, all right, title and interest in and to any part of the Tooling, including any and all designs, drawings, specifications, spare parts, trial parts and ancillary products, shall pass to Buyer as soon as it is acquired or fabricated in accordance with a Tooling Purchase Order or other written documentation issued by Buyer. During the term of a Purchase Order, all Buyer-owned Tooling in possession of Seller shall be deemed to be Buyer's Property and shall not be deemed to be a fixture or a part of Seller's real property.

23. Seller's Property: Seller, at its expense, shall furnish, keep in good working condition capable of producing Goods meeting all applicable specifications, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, and items other than Buyer's Property that are necessary for the production of Goods ("Seller's Property"). Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants to Buyer an irrevocable option to take possession of and title to Seller's Property that is special and/or dedicated for or configured for the production of Goods under an Order upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of these items. This option does not apply to Seller's Property 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.

24. Set-Off; Recoupment: In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer shall have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries.

25. Assignment: (a) Seller will not assign or delegate all or substantially all of its substantive duties under a Purchase Order, nor transfer to another any intellectual property right that is licensed to Buyer hereunder, without Buyer's prior and express written approval, nor assign any right to any receivable owed to Seller by Buyer hereunder. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall result in a termination of this Purchase Order.

(b) Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this transaction, and shall not prohibit Buyer from enforcing any of its rights against the assignee. Buyer will have the right to assign any benefit or duty under a Purchase Order to any third party upon notice to Seller with or without consent.

26. Governing Law; Jurisdiction: (a) Notwithstanding the foregoing, any request for injunctive relief may be brought by Buyer in any court(s) having jurisdiction over Seller and/or Seller's property and Seller consents to the jurisdiction of such court. Moreover, Seller acknowledges that money damages would not be sufficient to remedy as actual anticipatory or threatened breach of a Purchase Order by Seller with respect to the delivery of Goods, and that, in addition to all other rights and remedies, Buyer shall be entitled to specific performance and injunctive relief as a remedy for any such breach or threatened breach.

(b) All disputes between the parties, including those arising, directly or indirectly, under this Purchase Order or the performance or breach of this Purchase Order, shall be adjudicated exclusively in the Circuit Court for the County of Wayne, State of Michigan or, if subject matter jurisdiction exists, the U.S. District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient. All disputes between the parties and this Purchase Order will be construed, governed and controlled in all respects by the laws of the State of Michigan. The UN Convention for the International Sale of Goods is expressly excluded.

27. Severability: If any term of an Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order shall remain in full force and effect.

28. Survival: The obligations of Seller to Buyer survive termination of this Order, except as otherwise provided in this Order. Among other matters, unless specifically waived in writing by an authorized representative of Buyer, Seller's obligations with respect to service and replacement parts will survive the termination or expiration of the Order.

29. Entire Agreement; Modifications; No Implied Waiver: (a) Except as described in Section 1, an Order including these Terms, together with any attachments, exhibits, supplements, or other terms of Buyer specifically referenced in the Order, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Order and supersedes all prior oral or written representations and agreements. An Order may only be modified by a written amendment executed by authorized representatives of each party, or by a revision to the Order issued by Buyer on Buyer's purchase order form through Buyer's standard purchasing protocol and accepted by Seller as provided in Section 1, or, in the case of changes within the scope of Section 9, by a purchase order revision issued by Buyer or by specific conditions described in the Order. In the event of any conflict between the terms specified in an Order and these Terms, the terms specified in the Order shall govern. Any clerical errors contained in the Order are subject to correction by Buyer.

(b) The failure of either party at any time to require performance by the other party of any provision of an Order shall in no way affect the right to require performance at any later time, nor shall the waiver of either party of a breach of any provision of an Order constitute a waiver of any later breach of the same or any other provision of an Order.

30. Battle of the Forms Not Applicable: The parties have agreed and it is their intent that the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance form of Seller relating to these Terms. It is the parties' intent that these Terms shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Seller to Buyer and these Terms, these Terms shall control.

31. Waiver of Jury Trial: BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR OTHER DOCUMENT PERTAINING TO ANY ORDER.

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