

FURUKAWA NORTH AMERICAN ADP
TERMS AND CONDITIONS OF PURCHASE

FOR

AMERICAN FURUKAWA, INC ("AFI")

FURUKAWA WIRING SYSTEMS MEXICO ("FWSM")

FURUKAWA AUTOMOTIVE SYSTEMS MEXICO ("FASM")

Last revised March 29, 2019

1. Applicability. This purchase order is an offer by AFI, FWSM or FASM which is identified as the buyer on the purchase order (the "**Buyer**") for the purchase of the goods or services specified on the face of this purchase order (the "**Goods**") from the party to whom this offer is made (the "**Seller**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by, and any additional and different terms proposed by Seller in connection with this Order. These Terms also apply to any repaired or replacement Goods provided by Seller hereunder.

2. Acceptance. Seller will be deemed to have accepted this Order in its entirety without modification, upon the earliest of: (i) Seller's acknowledgement of this Order in writing; (ii) Seller's failure to reject this Order in writing within ten (10) days after Buyer issues it, (iii) Seller's commencement of any of the work or services which are related to or in anticipation of performance of this Order, or (iv) any other conduct by Seller that indicates acceptance of this Order, including any actions by Seller in preparation for Seller's performance under this Order such as design work, material procurement, capacity reservation, testing, or delivery of prototype or pilot parts.

3. Term.

(a) Subject to Buyer's termination rights, including, without limitation, such rights set out in Sections 33, 34, and 39 ("**Buyer's Termination Rights**"), where Buyer supplies the Goods or products incorporating the Goods directly, or indirectly through an upper tier supplier(s) for an original equipment manufacturer ("**OEM**") vehicle program, this Order is binding on Buyer and Seller for the length of the production life of the vehicle program, which can be cancelled or extended by the OEM. However, Seller's obligation with respect to service and replacement parts in Section 37 ("**Seller's Service Obligations**") will survive termination or expiration of this Order. Notwithstanding the foregoing, if an expiration date or time period is specified in this Order, this Order is binding until such expiration date or the end of such time period, subject to Buyer's Termination Rights and Seller's Service Obligations.

(b) If the Goods are not directly or indirectly associated with a specific OEM vehicle program production life, then, subject to Buyer's Termination Rights, this Order is binding on

Buyer and Seller for one (1) year from the date Buyer issues this Order to Seller and will automatically renew for successive one (1) year periods after the initial term, unless Seller provides written notice to Buyer of Seller's desire that the Order would not be renewed no less than one hundred and eighty (180) days prior to the end of the then current term; provided that, Buyer may extend the term of this Order for such period as Buyer reasonably determines is necessary to procure an alternate source of supply for the Goods for an orderly transition of supply.

4. Customer Requirements. Where Buyer supplies the Goods or products incorporating the Goods for an OEM vehicle program directly or indirectly, Seller agrees to cooperate with Buyer and comply with such requirements and do all other things as Buyer deems necessary or desirable to meet Buyer's obligations under the terms and conditions of any contract or purchase order between Buyer and Buyer's customer (the "**Customer Terms**"). Buyer may in its discretion provide Seller with information regarding the applicable Customer Terms, and Seller will be responsible for ascertaining how the disclosed Customer Terms may affect Seller's obligations, and agree to be bound to such Customer Terms to the extent within Seller's control.

5. Delivery. Seller will deliver the Goods in the quantities and in accordance with the schedule specified in this Order (the "**Delivery Schedule**"). Timely delivery of the Goods in the specified quantities is of the essence. If Seller fails for any reason, other than Buyer's failure to fulfill its obligations under this Order, to have Goods ready for shipment in time to meet the Delivery Schedule using the method of transportation originally specified or utilized by Buyer, Buyer will have the right either to make an arrangement for shipment of the Goods or require Seller to ship the Goods, in each case using a premium method of transportation, and Seller will pay or reimburse Buyer for the entire cost of such premium shipment. If Seller fails to deliver the Goods in the specified quantities in accordance with the Delivery Schedule, Seller will pay Buyer for any losses, claims, damages, and reasonable costs and expenses incurred by Buyer and its customer(s) (including production delays and stoppages, inbound and outbound premium freight, excess scrap premium, operational and overtime expenses and attorney's fees) attributable to Seller's such delivery failure. Buyer has the right to return any Goods delivered prior to the delivery date specified in the Delivery Schedule at Seller's expense and Seller will redeliver such Goods on the delivery date. If the requirements of Buyer's customers or market, economic conditions require changes in the Delivery Schedule, Buyer may change the rate and/or quantity of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.

6. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods will be returned to Seller at Seller's risk and expense. If Buyer instead accepts the delivery of Goods at the increased or reduced quantity, the Price will be adjusted on a pro-rata basis.

7. Requirements Order. Unless otherwise expressly provided in this Order, and without limiting the terms of Sections 5 and 8, this Order is a requirements contract which measures the quantity of Goods to be supplied to Buyer by the actual requirements of Buyer, which is at least more than one item or one unit of the Goods. Seller acknowledges that Buyer's requirements are dependent upon the requirements of Buyer's customer(s) and may not be within the control of Buyer.

8. Volume Forecasts. Buyer may provide Seller with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Goods (the "**Forecasts**"). Seller acknowledges that Forecasts are not binding on Buyer, that any Forecasts Buyer makes are for informational purposes only and that Forecasts may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature regarding any Forecasts, including with respect to their accuracy or completeness

9. Delivery Location. All Goods will be delivered to the address specified in this Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.

10. Shipping Terms. Delivery will be made in accordance with the terms on the face of this Order. Seller will provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents, as Buyer instructs, necessary to release the Goods to Buyer. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Order.

11. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

12. Packaging. All goods will be packed for shipment as Buyer instructed, and in accordance with applicable and regulations, and in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

13. Changes of Specifications and Design. Buyer may at any time require Seller to implement changes to the specifications or design of the Goods, to the Delivery Schedule, to the Delivery Location or to the scope of any services or work covered by this Order, including work related to inspection, testing or quality control. While Buyer will discuss any such changes with Seller as early as practical, Seller will promptly implement such changes. Buyer and Seller will determine any equitable adjustment in the Price (as defined in Section 16) or the Delivery Schedule necessary to implement such changes. In order to assist in the determination of any such equitable adjustment, Seller will provide all relevant information to Buyer, including documentation of resulting changes in Seller's cost of production and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith and Seller will continue to perform this Order, including the manufacture and delivery of Goods and prompt implementation of changes required by Buyer. Notwithstanding anything to the contrary contained in this Order, Seller will not be entitled to any adjustment in the Price or the Delivery Schedule or any other compensation in connection with inspection, testing, quality control or any other changes implemented as a result of Seller's delivery of nonconforming Goods.

14. Inspection. Seller will comply with an applicable supplier quality manual, all engineering release, and validation requirements and procedures that Buyer specifies from time to time, including production part approval processes of Buyer and Buyer's customer(s). Seller will permit Buyer and its representatives to enter Seller's facilities at reasonable times to inspect any Goods, inventories, work-in-process, materials, machinery, equipment, tooling, and other items and processes related to Seller's performance under this Order. Seller will ensure that Buyer's customer and its representatives have the same inspection rights with respect to Seller's suppliers.

15. Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the delivery date. Seller will not substitute any goods for the Goods (or any materials or subcomponents incorporated in the Goods) unless Buyer consents in writing. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective immediately upon written notice to Seller, to: (i) rescind the Order in its entirety; (ii) accept the Goods at a reasonably reduced price; or (iii) require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller will, at its expense, replace the rejected Goods as instructed by Buyer and pay for all related expenses, including, but not limited to, transportation charges for the return of the rejected Goods and the delivery of replacement Goods. Buyer may at its sole discretion replace the

rejected Goods with goods from a third party, charge Seller the cost thereof and terminate this Order for cause pursuant to Section 33. Buyer will be entitled to dispose of the rejected Goods without liability to Seller, provided, however, that in any event Buyer may elect to arrange for the shipment of any rejected Goods back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all rejected Goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose of any rejected Goods. Any inspection or other action by Buyer under this Section will not reduce or otherwise affect Seller's obligations under the Order, and Buyer will have the right to conduct further inspections after Seller has carried out its remedial actions. Buyer's payment for any rejected Goods will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming or rejected Goods.

16. Price. The price of the Goods is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price will be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

17. Payment Terms. Seller will issue an invoice to Buyer on or any time after the completion of delivery. Buyer will pay all proper invoices due to Seller in accordance with the payment terms specified on the Order, less deductions if any as provided herein. In the event of a payment dispute, Buyer will deliver a written statement to Seller prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties will seek to resolve all such disputes expeditiously and in good faith. Seller will continue to perform its obligations under the Order notwithstanding any such dispute.

18. Setoff. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates to Buyer and its affiliates. Without prejudice to any other right or remedy it may have, Buyer will 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 from Seller or its affiliates. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

19. Warranties. Seller warrants to Buyer that all the Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings and designs specified by Buyer; (iii) conform to all samples, descriptions, brochures and manuals furnished by Buyer or Seller, and approved by Buyer (iv) be fit for their intended purpose of, and operate as intended by Buyer and any customer of Buyer; (v) be merchantable; (vi) be free and clear of all liens, security interests or other encumbrances; and (vii) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive Buyer's inspection of, acceptance of or payment for the Goods. Buyer's review or approval of any samples, drawings, specifications or other data developed by Seller in connection with the Order will not limit Seller's responsibility under the warranties contained herein. Seller will advise Buyer in writing: (i) if Buyer's specifications or requirements are not as rigorous or extensive as industry standards or do not satisfy the specifications or the performance requirements; and (ii) when the Goods are designed by Buyer, if Seller believes or knows that the Goods will not be fit or sufficient for the purpose intended. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming Goods.

20. Warranty period. As for Goods supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, except as provided in Section 21, the warrant period during which the warranties provided in Section 19 will be the period of the warranty Buyer's customer offers to its end consumers for the vehicles or finished products. In the case of Goods supplied for other uses, the period for each of the foregoing warranties will be the longer of (3) three years commencing on the date upon which buyer accepts the Goods, or the warranty period provided by applicable law.

21. Product Nonconformance Remedies. If any Goods are reasonably determined to fail to conform to the warranties set forth in this Order, the expiration of the warranty period set forth in Section 20 will not apply and Seller will reimburse Buyer for all losses, costs and damages caused by or attributable to such non-conforming Goods. Such costs and damages may include costs, expenses and losses such as the amounts paid to labor and administrative costs, distributors and dealers for replacement parts, and payments made to Buyer's customer(s) under any applicable warranty programs or policies of Buyer and/or its customers, arising from: (i) inspection, sorting, repair or replacement of any non-conforming Goods or any system or component that incorporates such non-conforming Goods, (ii) production interruptions or slowdowns, (iii) removal of such non-conforming Goods from the manufacturing or assembly process, and (iv) field service campaigns, recalls and other corrective service actions, voluntarily or pursuant to government mandate, initiated by Buyer and/or the manufacturer of the vehicle on which the Goods are installed.

22. General Indemnification. Seller will defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customer(s) (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with: (i) an actual or alleged breach of any express or implied warranty with respect to the Goods; (ii) an actual or alleged breach of any term of the Order; (iii) any tort, negligence or other claims premised in whole or in part on either an actual or alleged defect or nonconformance in the Goods; (iv) Seller's negligence or willful misconduct. Seller will not enter into any settlement without Buyer's or Indemnitee's prior written consent.

23. Intellectual Property Indemnification. Seller will, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use, sale, resale or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller will, when requested by Buyer, defend any action or claim of such infringement at its own expense. Seller's obligations under this Section 23 apply even though Buyer furnishes any portion of the design of or specifies any portion of the processing for the Goods. If the sale and/or use of the Goods is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Seller will, at Buyer's election and Seller's sole expense: (i) procure for Buyer the right to continue using such Goods; (ii) replace same with equivalent non-infringing goods; (iii) modify such Goods so they become non-infringing; or (iv) remove same and refund the purchase price, including transportation, installation, removal and other charges incidental thereto. In no event will Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

24. Right to Use Seller's Intellectual Property. Seller hereby grants to Buyer and causes its affiliates to grant to Buyer, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense to Buyer's affiliates, to patents, copy rights, trade secrets, know how, and any other intellectual property owned or controlled by Seller or its affiliates relating to the manufacture and supply of the Goods to make, have made, use, reproduce, modify, improve, prepare derivative works of,

distribute, display, perform, offer to sell, sell and import the Goods. In the event that the supply of the Goods is transferred from Seller to another supplier for reasons other than: (i) Seller's breach of any of its obligation under this Order; (ii) Seller's inability to supply Goods as a result of a Force Majeure Event, but in such event only for the duration of Seller's inability to supply; and (iii) Seller's inability to meet the quality, quantity, delivery and other requirements for the Good under this Order, Buyer will pay a reasonable royalty with respect to Seller's patented intellectual property that is used in the manufacture of the Goods.

25. Use of Inventions. Seller will: (i) assign to Buyer each invention, discovery or improvement (including any patents, industrial designs, technical information, know-how, processes of manufacture or other intellectual property) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of Seller's obligations under this Order; (ii) promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements; and (iii) cause Seller's employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world. To the extent copyrightable works are created in Seller's performance under this Order, such works will be considered "works made for hire," and to the extent that such works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title, and interest in all copyrights and assigns to Buyer and waives all moral rights therein (including any source code).

26. Right to Repair. Seller authorizes Buyer, its affiliates, agents and subcontractors and Buyer's customers and their subcontractors to repair, reconstruct, remanufacture, reflash, or rebuild the Goods without payment of any royalty to Seller.

27. Insurance.

(a) During the term of the Order, Seller will, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to: (i) commercial general liability (including public liability, property damage liability, contractual liability coverage, professional liability coverage, product liability) in a sum no less than \$5 million each occurrence and in the aggregate; (ii) automotive liability in a sum no less than \$2 million each occurrence; (iii) workers' compensation in accordance with applicable statutory requirements; (iv) if applicable, employer's liability insurance covering all employees engaged in the performance of the Order in a sum no less than \$1 million each accident, each employee and each disease. The insurer(s) of the coverages mentioned above in this Section 27 must be reasonably acceptable to Buyer and each policy will expressly state that it provides primary coverage to any other insurance coverage available to Buyer and will include an endorsement under which the insurer waives any rights of subrogation it may have against Buyer.

(b) Upon Buyer's request, Seller will provide Buyer with a certificate of insurance from Seller's insurer: (i) evidencing the insurance coverage specified in this Order; (ii) designating Buyer as an additional insured or loss payee; and (iii) except where prohibited by law, containing an endorsement that the coverage will not be cancelled or materially changed in any way without 30 days' advance written notice to Buyer. Buyer's receipt or review of such certificates or other proof of insurance coverage will not relieve Seller from its liability or its insurance obligations under this Order or reduce or modify such insurance obligations.

28. Seller's Property. Unless otherwise expressly stated in this Order, Seller will furnish, keep in good working condition capable of producing Goods in required quantities and meeting all applicable specifications, at its own expense, all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples, supplies, materials and other items that are not Buyer's Property (as

defined in Section 29) and required to perform this Order (the "**Seller's Property**"). Seller will insure Seller's Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller's Property to produce goods or services similar to the Goods for other customers, including aftermarket customers, such goods or services will not incorporate any of Buyer's logos, trademarks, trade names or part numbers. Seller will not disclose or imply in its marketing efforts that such goods or services are equivalent to the Goods. Seller grants Buyer an irrevocable option to take possession of and title to the Seller's Property that is special for the production of the Goods, upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items. This option, however, will not apply if the Seller's Property is used to produce goods that are the standard stock of Seller or if Seller is selling a substantial quantity of similar goods to others.

29. Buyer's Property.

(a) All tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), packaging and all documents, standards or specifications, trade secrets, proprietary information and other items furnished by Buyer, either directly or indirectly to Seller to perform the Order, or for which Buyer has, in whole or in part, paid or agreed to reimburse Seller (including pursuant to Section 28 or via amortization in the form of a per unit charge included in the Price) (collectively, "**Buyer's Property**") are, and will become the property of Buyer as it is fabricated or acquired regardless of payment, and will remain the property of Buyer. Buyer's Property includes all refurbishments or replacements of any of the foregoing items of Buyer Property, in each case whether in the custody or control of Seller or Seller's suppliers, subcontractors or agents.

(b) Buyer's Property will be marked or tagged by Seller as such. Buyer's Property: (i) will not be used by Seller for any purpose other than the performance of the Order; (ii) will not be commingled with the property of Seller or with that of a third person; and (iii) will not be moved from Seller's premises or altered without Buyer's prior written consent. Seller bears the risk of loss of and damage to Buyer's Property, and will, at Seller's expense, keep Buyer's Property fully insured for the benefit of Buyer. Seller will be responsible for the cost of repairing or replacing Buyer's Property if it is stolen, damaged or destroyed while in the possession of Seller or a third party to which Seller has transferred Buyer's Property. Seller will regularly inspect, maintain in good condition, and repair Buyer's Property at Seller's own expense. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on or in any of Buyer's Property for work performed on, or utilizing, such property or otherwise. Seller agrees to do all things reasonably necessary to perfect or otherwise establish the priority of Buyer's interest in Buyer's Property such as filing a UCC-1 financing statement or similar documents; provided that failure to file such documents will not alter or amend Buyer's ownership rights in Buyer's Property. Seller will provide Buyer, upon Buyer's request, with a written inventory of all Buyer's Property, and Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's such inventory. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert any claims of ownership to, lien on or any other interest in Buyer's Property.

30. Return of Buyer's Property. Seller agrees that Buyer has the right at any time without payment of any kind to take immediate possession of Buyer Property. Upon written notice to Seller, without further notice or legal action, which rights, if any, are waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Buyer will have the right to require Seller to deliver Buyer's Property to Buyer, either: (i) Ex Works (Incoterms 2010) at Seller's plant packed and marked in accordance with the requirements of the carrier selected by Buyer to

transport Buyer's Property; or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the designated location. Seller's failure to release or deliver any item of Buyer's Property to Buyer in accordance with this Section 30 will: (i) be a material breach of this Order; and (ii) subject Seller to liability for all costs and expenses, including actual attorneys' fees, incurred by Buyer to recover Buyer's Property and any Losses incurred by Buyer as a result of such Seller's failure. Seller waives any objection to Buyer's repossession and removal of Buyer's Property for any reason, and when returned, Buyer's Property will be in no less than the same condition as originally received by Seller, reasonable wear and tear excepted. Seller's obligations to release or deliver Buyer's Property will not be subject to any set off or counterclaim arising from this Order or any other transaction between Buyer and Seller, except that if Buyer agreed to amortize the purchase price of Buyer's Property in a written amortization schedule, Buyer will pay the unamortized balance of such purchase price promptly after the release or delivery of such Buyer's Property. When Buyer's Property is in the possession or control of a subcontractor or supplier to Seller, Seller will cause such party to release such Buyer Property to Buyer in accordance with this Section 30.

31. Compliance with Law.

(a) Seller is in compliance with and will comply with all applicable laws, regulations, ordinances and standards of the country(ies) of origin and destination, or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this Order. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing.

(b) Seller will maintain a system to achieve compliance with all applicable legal and other recognized standards relating to the protection of health, safety and environment ("**HSE**"), sustainability, and corporate responsibility ("**HSE Requirements**") and aiming for continuous improvement. Upon written request, Seller will provide Buyer with documentation of such system. Seller will ensure that the Goods will be manufactured, packaged and labeled in compliance with all applicable HSE Requirements, including but not limited to: (i) any applicable CE marking requirements, bear a properly affixed CE mark as appropriate, and have a certificate of conformity and comply with all necessary technical specifications; (ii) materials and substances disclosure requirements using the International Material Data System (IMDS) (www.mdssystem.com); (iii) any requirements concerning conflict minerals that are included in the Goods, and any restriction or prohibition relating to the sourcing of conflict minerals; (iv) European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation requirements, as applicable; (v) substance prohibitions in the End of Life Vehicle (ELV) Directive, 2000/53/EC, as amended; (vi) Safety Data Sheets (SDS) for materials

and mixtures, including hazard information and safe use practices, in accordance with the United Nation's Globally Harmonized System (GHS) of Classification and Labeling of Chemicals and the European Classification, Labeling & Packaging (CLP) regulation. Seller agrees to economically use raw materials, energy, water and other natural resources and to seek continuous improvement in the environmental sustainability of the Goods throughout their life-cycle.

(c) Seller will ensure compliance with the recommendations or requirements of all applicable Authorized Economic Operator (AEO), governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Border Services Agency's Partners in Protection initiative and Administración General de Aduanas de Mexico's Nevo Esquema Empresa Certificada (NEEC) program). At the request of Buyer or the appropriate customs authority, Seller will certify in writing its compliance with the foregoing.

(d) Seller has and will maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller will comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of the Goods requiring any government import clearance, and upon Buyer's request, will promptly furnish to Buyer all documents and other information required for customs drawback purposes, and complete necessary paperwork or other procedures in accordance with applicable governmental regulations. All customs drawback will be reserved and retained for, or credited to, Buyer. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller's noncompliance.

32. Audit. Seller grants Buyer and Buyer's authorized representatives access to Seller's premises and pertinent books and records solely for the purpose of auditing Seller's charges under, and compliance with the terms of this Order. Seller will cooperate with Buyer in conducting such audit, including, without limitation, by promptly producing such records as Buyer may reasonably request, and making Seller's financial managers available for discussions. Seller will preserve all records pertinent to this Order, and Seller's performance under this Order, for a period of not less than (4) four years (or longer if required by applicable law or a separate agreement between Buyer and Seller) after Buyer's final payment to Seller under this Order. Any such audit or inspection conducted by Buyer or its representatives will not relieve Seller of any liability under this Order. Buyer and its representatives shall keep confidential any non-public information about Seller and its affiliates obtained in such audit and shall use such information only for purposes of such audit, except as otherwise needed to enforce this Order.

33. Termination for Cause. Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (i) repudiates, breaches or threatens to breach any of the terms of this Order; (ii) fails or threatens not to deliver the Goods in accordance with this Order; (iii) fails to make progress or to meet reasonable quality or quality requirements so as to endanger timely delivery of the Goods and does not correct the failure or breach within 10 days (or such shorter period of time as required by Buyer's customer) after receipt of written notice from Buyer specifying the failure or breach; (iv) Seller fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Goods; (v) the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (vi) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets

used for the production of the Goods for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller. Seller will notify Buyer within ten days after entering into any negotiations that could lead to the situation specified in subsection (vi) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to such information disclosed to Buyer. Seller will reimburse Buyer for all direct, incidental and consequential damages, including without limitation attorneys' and other professional fees and court costs, incurred by Buyer in connection with any termination by Buyer of this Order, or any action by Buyer to enforce its rights under this Section 33

34. Termination for Convenience.

(a) In addition to any other rights of Buyer to terminate this Order, Buyer may terminate all or any part of this Order at any time for convenience by giving written notice to Seller. Buyer's such notice may be given by email or other form of electronic communication and state an effective date of termination and its extent. Upon receipt of Buyer's termination notice, Seller will, to the extent directed by Buyer: (i) stop work under this Order; (ii) protect Buyer's Property and all other property in which Buyer may have or acquire an interest; and (iii) settle all claims by Seller's subcontractors for actual costs incurred by Seller directly as a result of the termination. Buyer, however, will not be liable or pay Seller, directly or on account of Seller's subcontractor, for any loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment costs, unamortized depreciation cost or general and administrative burden charges from a termination of this Order.

(b) Upon such termination and subject to the terms of this Section 34, Buyer will pay only the following: (i) the prices for all Goods delivered to Buyer or already manufactured in accordance with the terms of the Order; and (ii) the actual costs of work-in-process and raw materials incurred by Seller in performing under this Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Order. In no event will Buyer be required to pay for finished Goods, work-in-process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer has authorized in delivery or release schedules outstanding at the date of termination nor will Buyer be required to pay for any Goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Section 34 will not exceed the aggregate price for the Goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination.

(c) Within thirty (30) days or such shorter period as required by Buyer's customer after the effective date of termination, Seller will submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. If Seller ceases to be a supplier of the Goods as a result of Buyer ceasing to be a supplier to its customer for products which incorporate the Goods, Buyer will only be obligated to pay Seller for any costs under this Section 34 to the extent that the customer has agreed to reimburse Buyer for such costs.

35. Continuous Supply. Buyer will depend upon Seller's performance in accordance with this Order to meet Buyer's supply obligations to its customer(s), including vehicle manufacture(s). Accordingly, Seller will ensure an uninterrupted supply of Goods to Buyer in accordance with the terms of this Order. In the event of any dispute between Seller and Buyer arising out of, or in connection with,

this Order, Buyer and Seller will work to resolve the dispute in good faith; provided that Seller will continue to supply the Goods in accordance with the terms of this Order.

36. Transition of Supply. Seller acknowledge that the Goods will be incorporated into components for motor vehicles and any disruption in the supply of the Goods may cause significant and irreparable damages to Buyer and Buyer's customer(s), and that the re-sourcing of the Goods by Buyer to an alternative supplier would require significant time, effort, cost and resources. Accordingly, in the event the Order expires or is terminated, Seller agrees to cooperate in the transition of supply, including without limitation, by doing the following: (i) Seller will continue production and delivery of all Goods as ordered by Buyer, at the Price and other terms stated in the Order as of the date of termination or expiration, without premium or other conditions, for such longer period as reasonably needed by Buyer to complete the transition to any alternate supplier(s) including, at Buyer's request, providing a sufficient bank of Goods to prevent any interruption in Buyer's ability to obtain Goods as needed; (ii) at no cost to Buyer, Seller will 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, Buyer's Property in as good condition as when received by Seller (reasonable wear and tear excepted).

37. Service and Replacement Parts. Seller will supply Buyer Goods necessary for Buyer to fulfill its current model service and replacement parts requirements at the Price. For (15) fifteen years after the conclusion of the current model program including an extension for which Buyer supply the Goods, Seller will continue to supply Goods to Buyer to fulfill Buyer's past model service and replacement part requirements. Unless otherwise agreed to by Buyer, the prices during the first five years of the 15-year period will be the Price. For the remainder of the period, the prices will be the Price plus agreed adjustments to compensate for reduced volumes. Seller's obligation with respect to service or replacement parts will survive the termination or expiration of this Order.

38. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally, or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Order, is confidential, and solely for the use of performing the Order. Seller will disclose such Buyer's confidential information only to its employees who are obligated to keep it confidential and need to know such Buyer's confidential information in order for Seller to perform under this Order. Upon Buyer's request, Seller will promptly return all documents and other materials received from Buyer. Buyer will be entitled to injunctive relief for any violation of this Section. This Section will not apply to information that is: (i) in the public domain; (ii) known to the Seller at the time of disclosure; or (iii) rightfully obtained by the Seller on a non-confidential basis from a third party.

39. Force Majeure.

(a) Neither party will be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"); provided that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days after the event or occurrence). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic,

war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events.

(b) During any delay or failure to perform by Seller, Buyer may do any or all of the following: (i) purchase substitute goods from other available sources, in which case the quantities under this Order will be reduced by the quantities of such substitute goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute goods compared to the Price, (ii) require that Seller provide substitute goods from other available sources (including Seller's stock or inventory) in quantities and at times Buyer requests and at the Price; (iii) require that Seller deliver to Buyer at Buyer's expense any finished Goods, work-in-process and raw materials produced or acquired by Seller to perform under this Order. Seller will use diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order as soon as possible. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate this Order without any liability to Seller or obligation to purchase raw materials, work-in-process or finished Goods, including under Section 34. Before any of Seller's labor contracts expire and as soon as Seller anticipates any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of Goods to Buyer, Seller will produce and maintain a finished inventory of Goods at a warehouse in an area that will not be affected by any such disruption in quantities sufficient to ensure the supply of Goods to Buyer for at least thirty (30) days after such disruption commences.

40. Assignment. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent. Seller will not, without Buyer's prior written consent, assign, transfer, delegate or subcontract any of its rights or obligations under the Order, or enter or offer to enter into a transaction that includes a sale of its assets used for the production of the Goods or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Seller of any of its obligations hereunder.

41. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity will be construed from this Order.

42. Third-Party Beneficiaries. Buyer's affiliates are express third party beneficiaries of this Order, and any such affiliate may exercise the rights and remedies of Buyer hereunder as if such party were a party to this Order.

43. No Publicity. Seller will not advertise, publish or disclose to third parties in any manner the fact that Seller has contracted to supply Buyer the Goods covered by the Order or the terms of the Order, or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer's written consent.

44. Governing Law. All matters arising out of or relating to this Order will be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Order.

45. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order will be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in the County of Wayne, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

46. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

47. Waiver. No waiver by any party of any of the provisions of the Order will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

48. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") will be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only: (i) upon receipt of the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this Section.

49. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

50. Survival. The obligations of Seller to Buyer survive termination of this Order, except as otherwise provided in the Order.