



ADAC AUTOMOTIVE PURCHASE ORDER TERMS AND CONDITIONS

(Rev. 3-31-2016)

1. Acceptance. Each purchase order or purchase price agreement ADAC Plastics, Inc. dba ADAC Automotive ("Purchaser") issues ("Purchase Order") is Purchaser's offer to purchase the goods (the "Supplies") and/or services (the "Services") identified in that Purchase Order. The entity providing the Supplies and/or Services subject to the Purchase Order ("Seller") acknowledges that written acceptance of the Purchase Order or the commencement of any work, performance of any Services, or the shipment of Supplies pursuant to the Purchase Order by Seller will constitute acceptance of the Purchase Order subject to these Purchase Order Terms and Conditions ("Terms and Conditions"), irrespective of whether Seller will have returned the acceptance copy thereof. Purchaser specifically objects to the inclusion of any different, additional or inconsistent terms or conditions by Seller in acknowledging and accepting the Purchase Order. If Seller attempts to expressly condition its acceptance of the Purchase Order upon Purchaser's acceptance of different, additional or inconsistent terms and conditions, neither Purchaser's acceptance of delivery of any part of the Supplies or performance of Services or payment therefor will constitute acceptance of such different, additional or inconsistent terms and conditions. Upon acceptance, the Purchase Order together with these Terms and Conditions, Purchaser's Supplier Requirements Manual, any documents specifically incorporated by reference into the Purchase Order, documents separately agreed to in writing, specifications, drawings, requirements of Purchaser's customers, Purchase Price Agreements, Statements of Work, quality requirements, applicable terms and conditions from Purchaser's request for quotation ("RFQ"), and any terms and conditions or requirements of Purchaser's customer, including, but not limited to, Purchaser's customer's capacity and quality requirements, are a binding contract between Purchaser and Seller (collectively, the "Contract"). No modification of the terms and conditions of the Contract will be binding upon Purchaser unless made in writing and signed by Purchaser's authorized representative. Specific terms and conditions on the Purchase Order and the other documents comprising the Contract will take priority over any inconsistent general provisions on the same subject matter in these Terms and Conditions.

2. Prices. (a) The prices shown on the Purchase Order or other Contract document issued by Purchaser specifying price will be the total price payable by Purchaser for the Supplies and/or Services shown thereon, and no charge will be made by Seller for packing, freight, taxes, storage or any other extra charges unless and only to the extent that same has been provided for on the face of the Purchase Order or other Contract document issued by Purchaser, and agreed to in writing by Purchaser. Purchaser will be entitled to set off any amount owing or to become owing at any time from Seller to Purchaser or any of Purchaser's affiliated companies against any amount payable at any time by Purchaser in connection with the Contract. Upon Purchaser's request, Seller must provide a full cost breakdown for the total piece price payable by Purchaser for the Supplies and/or Services subject to any Contract. Prices will be fixed for service and replacement part requirements for a period of three (3) years after any applicable product program ends. Prices for service and replacement parts required after the initial three (3) year term will be adjusted only for actual material and packaging cost fluctuations. Seller shall provide detailed documentation supporting any such cost fluctuations. Any price changes, other than as provided in Subsections 2(b) and (c), will not take effect until agreed upon by Purchaser in writing.

(b) Seller must undertake continued efforts to increase efficiency and otherwise reduce costs for the Supplies and/or Services during the term of the supply relationship. Seller and Purchaser will conduct an annual price review to determine an appropriate decrease in price for the coming year. In anticipation of such review, Seller shall provide to Purchaser a price report by October 1 of each calendar year detailing how the price may be decreased in the coming calendar year (the "Price Report"). Purchaser will review Seller's Price Report and, if necessary, the parties shall meet to discuss the price decrease options for the coming calendar year. Otherwise, Purchaser may set the new price based on Seller's Price Report.

(c) Purchaser has the option during the term of the supply relationship to obtain an offer, in writing, from a third party, for delivery of the same or similar goods as the Supplies or same or similar services as the Services provided by Seller pursuant to the Purchase Order ("Third Party Offer"). Purchaser shall provide written notification of such Third Party Offer to

Seller, setting out the conditions of the Third Party Offer, including but not limited to, duration and quantity, but excluding the identity of the third party. The Seller shall then have thirty (30) days from receipt of the written notification to advise the Purchaser, in writing, whether it will match or decline to match the Third Party Offer. If the Seller agrees to match the terms of the Third Party Offer, then the applicable terms of the Contract shall be changed accordingly. If Seller decides not to match the Third Party Offer, then Purchaser shall have the right, but not the obligation, to purchase from the third party any portion of its requirements provided by Seller, and Purchaser's obligations to Seller and Seller's obligations to Purchaser shall be amended accordingly. If the Seller fails to provide written notice as set forth herein, it shall be deemed to have declined its right to match the Third Party Offer. If Seller declines to match and Purchaser does not exercise its option to purchase from the third party, the Contract shall remain in effect without any amendments. If Seller declines to match the Third Party Offer, and Purchaser exercises its right to purchase from the third-party, Purchaser shall have no further obligation or liability whatsoever to Seller for the portions that will no longer be purchased from Seller.

(d) Seller shall not at any time sell the same Supplies or provide the same Services to a different purchaser at prices below those applicable to Purchaser or under terms better than those applicable to Purchaser. If Seller charges a different purchaser a lower price or provides better terms for the Supplies or Services, Seller shall immediately apply the lower price and/or better terms for the Supplies and Services under the Purchase Order. If Seller fails to do so, Purchaser, at its option, may terminate the Purchase Order without any further liability.

3. Quantities. (a) Unless specifically stated otherwise on face of the Purchase Order and subject to Purchaser's termination rights, this Purchase Order is a requirements contract under which Purchaser will purchase all of its requirements (or, if multiple sourced, a specified percentage or range of Purchaser's requirements as stated on the face of the Purchase Order or otherwise conveyed to Seller) for the length of the applicable vehicle manufacturer's program production life (including extensions and model refreshes as determined by the vehicle manufacturer). If the preceding sentence is deemed insufficient by a Court to set a definitive term, the term of the Purchase Order shall be the anticipated time period for the program as set forth in Purchaser's RFQ documents together with an option granted to Purchaser to extend the term for any extension of the vehicle platform announced by the vehicle manufacturer. Accordingly, Seller must perform pursuant to the Purchase Order and may not reject a Material Release (as defined below) if the releases are within the quantities required by Purchaser plus a reasonable safety stock, as determined by Purchaser in its sole discretion. Seller agrees that it will be fully responsible for meeting all of Purchaser's requirements regardless of any quantity fluctuations. Seller must also provide, on an annual basis, verification, in a form acceptable to Purchaser, of its capacity to meet Purchaser's requirements for the following year of supply.

(b) Purchaser is required to purchase only those quantities identified as firm orders in subsequent material authorization releases, manifests, broadcasts, similar communications of required quantities to Seller, or other instructions delivered by Purchaser to Seller in connection with a Purchase Order ("Material Release"). Material Releases are an integral part of the Purchase Order, are governed by these Terms and Conditions, and are not independent contracts.

(c) Purchaser may provide Seller with volume or quantity forecasts or projections for the Supplies or Services, as identified on the face of the Purchase Order, or the anticipated duration of the program for which the Supplies are being produced. Seller acknowledges that the volume/duration projections, unlike a Material Release, are not binding on Purchaser. Seller acknowledges that the volume/duration projections are based upon information supplied to Purchaser by Purchaser's customer and contain business variables and assumptions, some or all of which may change over time or may not have been accurate at the time that they were made or later. Purchaser makes no representation, warranty or guaranty of any kind or nature as to the accuracy of the volume/duration projections and Seller acknowledges: (i) it relies upon the volume estimate or projection at its own risk; and (ii) that the actual

volumes/duration could be significantly less or more than what was projected and that no price adjustment will be made as a result of the differences between actual and projected volumes. Purchaser may purchase additional quantities of the listed Supplies at the prices set forth in this Purchase Order, including to bank or inventory Supplies, pursuant to Material Releases.

(d) If not otherwise specified in this Purchase Order, delivery of the Supplies shall be Ex Works (Incoterms 2010) Purchaser's designated facility. The risk of loss passes from Seller to Purchaser upon delivery to Purchaser's designated facility in accordance with Incoterms, unless otherwise agreed to in writing by Purchaser.

(e) Time and quantities are of the essence under this Purchase Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Purchaser, as set forth in this Purchase Order and related Material Releases, unless otherwise negotiated and agreed in writing by the parties. Failure to meet agreed delivery time and quantities shall be considered a material breach of this Purchase Order and Seller shall pay to Purchaser any damages or expenses imposed upon or incurred by Purchaser as a result of such breach.

4. Deliveries. (a) Deliveries are to be made to Purchaser's plant in Michigan unless otherwise designated in the release. Deliveries will be made only on the dates and in the quantities and manner specified on schedules furnished by Purchaser. Purchaser will have no liability for payment for, nor will Purchaser be required to accept delivery of, Supplies delivered to Purchaser which are in excess of quantities specified in the delivery schedules or otherwise fail to meet delivery requirements. Seller has no authority to fabricate raw material releases. Purchaser may from time to time change or temporarily suspend shipping schedules, change means of transportation or otherwise temporarily suspend Seller's performance hereunder, by notifying Seller within a reasonable time in advance. Seller will pay whatever additional costs, expenses, consequential losses or damages Purchaser sustains due to Seller's untimely delivery or delivery of improper quantities. Purchaser shall be entitled to reject and return any improper deliveries, whether improper in quality or quantity, at any time, at Seller's sole expense.

(b) Seller will mail or provide by electronic means invoices with packing list and bill of lading or express receipt on day of shipment.

(c) Seller shall pay all premium freight costs over normal freight costs if expedited shipping methods are used to meet agreed upon delivery dates due to Seller's acts or omissions. Unless otherwise provided in the Purchase Order, Seller shall pay any costs incurred by Purchaser, including costs charged by Purchaser's customer(s) to Purchaser, as a result of Seller's failure to comply with shipping or delivery requirements. Purchaser shall not be liable for premium freight costs, unless specifically agreed to in advance, in writing, by Purchaser.

5. Packaging and Labeling. All Supplies must be packaged in the manner specified by Purchaser and shipped in the manner and by the route and carrier designated by Purchaser. Purchaser will not be obligated to accept delivery of Supplies unless it is tagged or marked with Purchaser's part number and quantity on each package. Packing slips should be enclosed with all shipments showing order number, part number and quantity, and any other information requested by Purchaser. If Purchaser does not specify the manner in which the Supplies must be packaged, Seller will package the Supplies so as to avoid any damage in transit. If Purchaser does not specify the manner of shipment, route or carrier, Seller will ship the Supplies at the lowest possible transportation rates. Any additional freight, cartage or other costs incurred directly or indirectly as a result of Seller's failure to observe the conditions set forth in this Section will be for Seller's account. If the Supplies are not accompanied by a packing slip, Purchaser's count or weight will be conclusive.

6. Warranties. (a) Seller expressly warrants and guarantees to Purchaser, to Purchaser's successors, assigns and Purchaser's customers, and to users of Purchaser's products, that all Supplies delivered to Purchaser will: (i) conform to the specifications, standards, drawings, samples, descriptions, and revisions as furnished to or by Purchaser; (ii) conform to all applicable laws, orders, regulations, or standards in countries where the Supplies or vehicles or other products incorporating the Supplies are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act

(and the Federal Motor Vehicle Safety Standards); (iii) be merchantable and free of defects in design, materials and workmanship; and (iv) be selected, designed, manufactured, and assembled by Seller based upon Purchaser's intended use and be fit and sufficient for the purposes intended by Purchaser. The foregoing warranties are in addition to those available to Purchaser in law or equity.

(b) The warranty period is the longest of: (i) the warranty period offered by Purchaser to Purchaser's customer accruing from the date Purchaser delivers the Supplies to its customer; (ii) the warranty period provided by applicable law; (iii) the warranty period offered by Purchaser's customer to end-users for the products into which the Supplies are incorporated, regardless of the time of acceptance of the Supplies; or (iv) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the Contract, including in Purchaser's specifications or quality standards.

(c) At Purchaser's request, Seller shall fully participate at its own expense in any root cause investigation or analysis conducted by Purchaser and/or Purchaser's customer relating in any manner to the failure of the Supplies and shall provide all information requested by Purchaser concerning the Supplies. In the event that the root cause analysis of a warranty failure is inconclusive but implicates the Supplies, the extent of Seller's liability to Purchaser will be based upon a good faith allocation by Purchaser of the responsibility for the warranty failure.

(d) In the event that Purchaser or Purchaser's customer (or ultimately the vehicle manufacturer) voluntarily or pursuant to a government mandate, makes an offer to end-users to provide remedial action to address a defect or non-conforming condition of the Supplies (or any of Purchaser's products incorporating the Supplies), in connection with a recall campaign, service action or other corrective action, the warranty shall continue for such time period as may be dictated by Purchaser's customer or the government unit.

7. Seller Quality and Development; PPAP; Parts Identification.

(a) Seller will conform to the quality control standards and inspection systems that are established or requested by Purchaser, including standards and requirements set forth in Purchaser's quality manual or Supplier Requirements Manual, and (to the extent directed or requested by Purchaser), those established by Purchaser's customer.

(b) Seller will also participate in supplier quality and development programs of Purchaser, and (to the extent directed by Purchaser) Purchaser's customer that apply to the Supplies described in the Purchase Order.

(c) Seller agrees to meet the full requirements of industry Production Part Approval Processes ("PPAP") as specified by Purchaser and (as applicable) Purchaser's customer, and agrees to present this information to Purchaser upon request, at the level requested, unless otherwise specifically agreed by Purchaser in writing.

(d) Upon PPAP approval for the Supplies, Seller must continue to manufacture the Supplies in strict compliance with the PPAP approval and may not change or alter in any manner: (i) any third party supplier to Seller of the Services, raw materials or Supplies used by Seller in connection with its performance under the Purchase Order, (ii) any facility from which Seller and/or any such third party supplier operates and that relates in any way to the Supplies, or to Services, raw materials or Supplies used by Seller in connection with performance under the Purchase Order, (iii) the price of any Supplies covered by the Purchase Order, (iv) the nature, type or quality of any Services, raw materials or Supplies used by Seller or its suppliers in connection with the Purchase Order, (v) the fit, form, function, appearance or performance of any Supplies covered by the Purchase Order, or (vi) any production method, or any process or software, or any production equipment used in the production or provision of, or as part of, any Supplies under the Purchase Order. Seller acknowledges that any change in the Supplies from the approved PPAP level may materially and detrimentally affect the functionality of Purchaser's products which incorporate the Supplies and may also affect the safe or required operation of the vehicle in which the Supplies are ultimately installed.

(e) Seller must seek approval from Purchaser for changes in the materials, process or manufacture of the Supplies after PPAP approval.

Purchaser may deny approval for any such change for any reason. As a condition precedent to seeking any change or PPAP deviation from Purchaser, Seller must: (i) agree to pay all of the costs involved in re-PPAPing the Supplies, including any testing which may reasonably be requested by Purchaser and/or Purchaser's customer; (ii) agree not to charge more than the price on the Purchase Order or, if the manufacturing costs decrease as a result of the changes, pass through the decreased price to Purchaser; (iii) agree that all future price decreases previously agreed to by Seller will be implemented; (iv) manufacture a bank of already PPAPed Supplies in such quantities as Purchaser may require for a successful transition; (v) support Purchaser in re-PPAPing the Supplies; (vi) abide by the decision of the vehicle manufacturer whether to allow deviation from PPAP as final and binding; and (vii) fulfill all of the requirements imposed by the vehicle manufacturer and/or Purchaser's customer on Purchaser including, without limitation, payment and/or reimbursement to Purchaser for any cost reductions.

(f) All Supplies shall permanently bear Purchaser's part number and name or code name, Seller's part number, and Seller's date of manufacture, unless otherwise agreed by Purchaser in writing.

8. Remedies. Nothing herein will exclude any other rights or remedies to which Purchaser is otherwise entitled by law. Seller will pay all costs, including reasonable attorney's fees, incurred by Purchaser in enforcing the terms of the Contract.

9. Books and Records. Seller agrees that its manufacturing plant(s) and its books, documents, papers and records, or such part of any manufacturing plant(s) as may be engaged in the performance of the Contract will at all reasonable times be subject to examination and audit by Purchaser or any person designated by Purchaser.

10. Inspections. All Supplies and/or Services supplied hereunder will be subject to Purchaser's rights of inspection and rejection. Rejected Supplies will be held for Seller's instruction and at Seller's risk and, if requested by Seller, will be returned for credit or refund at Seller's expense. Rejected Supplies will not be replaced except when specifically ordered by Purchaser in writing. Purchaser reserves the right, upon request, to inspect the Supplies on Seller's premises. Purchaser will have the right to make use of defective Supplies in such manner as it deems advisable when necessary to meet Purchaser's contractual obligations to its customers, without waiving any right or remedy which Purchaser may have with respect to such materials. Payment prior to inspection will not be deemed a waiver of Purchaser's right to inspect and reject or revoke acceptance. Neither inspection, testing, acceptance nor use of material (or the absence thereof) will be deemed a waiver of Purchaser's right to revoke acceptance with respect to Supplies containing latent defects or otherwise affect Seller's warranties for the Supplies.

11. Termination for Breach or Nonperformance. Purchaser reserves the right to terminate all or any part of the Contract, without liability to Purchaser, if Seller: (a) repudiates or breaches any of the terms of the Contract, including Seller's warranties; (b) fails to perform Services or deliver Supplies as specified by Purchaser; or (c) fails to make progress so as to endanger timely and proper completion of Services or delivery of Supplies; and, Seller does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after the receipt of notice from Purchaser specifying such failure or breach. Seller will be liable to Purchaser for damages resulting from Seller's breach or nonperformance, including consequential and incidental damages and reasonable attorney's fees.

12. Termination for Convenience. (a) In addition to any other rights of Purchaser to cancel or terminate the Contract, Purchaser may, at its option, immediately terminate all or any part of the Contract at any time by giving written notice to Seller, notwithstanding the existence of any event of force majeure as defined in this Contract.

(b) Upon receipt of notice of termination, and unless otherwise directed by Purchaser, Seller will: (i) terminate promptly all work under the Purchase Order; (ii) transfer title and deliver to Purchaser the finished Supplies, the work in process, and the parts and materials that Seller produced or acquired in accordance with the terms and conditions of this Purchase Order and which Seller cannot use in producing Supplies for itself or for others; (iii)

verify and settle any claims by subcontractors for actual costs 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 Purchaser has an interest until disposal instruction from Purchaser has been received; and (v) upon Purchaser's reasonable request, cooperate with Purchaser in transferring the production of the Supplies to a different supplier.

(c) Upon termination by Purchaser under this Section, Purchaser's obligation to Seller will be limited solely to the following: (i) the Purchase Order price for all finished Supplies that conform to the requirements of the Contract and were not previously paid for; and (ii) Seller's reasonable actual cost of work-in-process and the parts and materials transferred to Purchaser in accordance with Subsection 12(b)(ii) above that were acquired based on Material Releases. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PURCHASER 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, FACILITIES AND EQUIPMENT REARRANGEMENT COSTS OR RENTAL, UNAMORTIZED DEPRECIATION COSTS, FINISHED GOODS, WORK-IN-PROCESS OR RAW MATERIALS THAT SELLER FABRICATES OR PROCURES IN AMOUNTS THAT EXCEED THOSE AUTHORIZED IN THE MATERIAL RELEASES, AND GENERAL ADMINISTRATIVE BURDEN CHARGES FROM TERMINATION OF THE PURCHASE ORDER, UNLESS OTHERWISE EXPRESSLY AGREED TO ON THE FACE OF A PURCHASE ORDER OR IN A DOCUMENT EXPRESSLY INCORPORATED INTO THE PURCHASE ORDER BY REFERENCE AND SIGNED BY PURCHASER.

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

(e) Seller will furnish to Purchaser, within thirty (30) days after the date of termination (or such shorter period as may be required by Purchaser's customer), its termination claim, which shall consist exclusively of the items of Purchaser's obligation to Seller that are listed in this Section. Purchaser may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

(f) Purchaser will not have any obligation to make any payments to Seller if Purchaser terminates Purchaser's obligations under the Purchase Order because of a default or breach by Seller, or if Purchaser's customer takes action that leads to either an end to the program life or an end to the need for the Supplies.

13. Limitation on Purchaser's Liability – Statute of Limitations. IN NO EVENT WILL PURCHASER BE LIABLE FOR LOSSES BASED UPON ANTICIPATED PROFITS OR DIMINUTION IN VALUE OR FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Contract or from the performance or breach thereof will in no case exceed the price allocable to the Supplies or Services or unit thereof, which gives rise to the claim. Purchaser will not be liable for penalties of any description. Any action resulting from any alleged breach on the part of Purchaser as to the Supplies or Services delivered hereunder must be commenced within one (1) year after the cause of action has accrued. Any action not commenced within such one (1) year period will be barred.

14. Seller's Property. Unless otherwise agreed to by Purchaser, Seller, at its expense, will furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, dies, jigs, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the Supplies. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Purchaser will be paid for by Purchaser. Seller will insure Seller's Property with full fire and extended coverage insurance for its full replacement value. Upon the termination of the Contract for any reason, Seller grants Purchaser an irrevocable option to take possession of and

title to Seller's Property that is special for the production of the Supplies upon payment to Seller of its net book value less any amounts Purchaser has previously paid to Seller for the cost of such items; provided, however, that this option will not apply to any item of Seller's Property that is used to produce goods that are the standard stock of Seller or to produce a substantial quantity of like goods that are being sold by Seller to others.

15. Purchaser's Property. All drawings, specifications, supplies, materials, tools, jigs, dies, gauges, molds, templates, patterns, equipment and other items furnished by Purchaser, either directly or indirectly, to Seller to perform the Contract, or for which Seller has been reimbursed by Purchaser, will be and remain the property of Purchaser or Purchaser's customers, as the case may be, and held by Seller on a bailment basis ("Purchaser's Property"). Seller will bear the risk of loss of and damage to Purchaser's Property. Purchaser's Property will at all times be properly housed and maintained by Seller, at its expense, will not be used by Seller for any other purpose other than the performance of the Contract, will be deemed to be personal property; will be conspicuously marked by Seller as the property of Purchaser or of Purchaser's customers; will not be commingled with the property of Seller or with that of a third person; and will not be moved from Seller's premises without Purchaser's prior written approval. Purchaser has the right to enter Seller's premises at all reasonable times to inspect Purchaser's Property and Seller's records with respect thereto. Upon the request by Purchaser, Purchaser's Property will be immediately released to Purchaser or delivered to Purchaser by Seller, either (a) FOB the carrier selected by Purchaser to transport such property, or (b) to any location specified by Purchaser, in which event Purchaser will pay to Seller the reasonable costs of delivering Purchaser's Property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Purchaser's Property for work performed on such property or otherwise.

16. Confidentiality. All specifications, documents, and prototype articles delivered by Purchaser to Seller are the property of Purchaser. They are delivered solely for the purpose of Seller's performance of the Contract and on the express condition that neither they nor the information contained therein will be disclosed to others nor used for any purpose other than in connection with the Contract without the prior express written consent of the Purchaser. Seller shall use all reasonable means to protect, secure and prevent disclosure of all such specifications, documents and articles (including implementation of policies and procedures to prevent hacking of its information systems and databases). Such specifications, documents, and articles are to be returned to Purchaser promptly upon its written request. Such request may be made at any time during or after completion of Seller's performance. The obligations under this Section will survive the cancellation, termination, or completion of the Contract.

17. Compliance with Laws. Seller represents and warrants that all Supplies supplied and/or Services provided hereunder will be manufactured, transported, delivered, and performed in compliance with all applicable Federal, state, local and foreign statutes, ordinances, and regulations, as amended from time to time, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health act, the Vietnam Era Veterans Readjustment Act, the Rehabilitation Act of 1973, 41 C.F.R. Section 1.13 relating to the Utilization of Minority Business Enterprises and all statutes, executive orders and regulations relative to equal employment opportunity and product safety. Seller specifically agrees not to discriminate against any employee or applicant for employment based on race, religion, sex, age or natural origin. Seller further represents that neither it, nor its subcontractors, will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of Supplies and performance of Services under the Contract. At Purchaser's request, Seller will certify in writing its compliance with the foregoing.

18. Intellectual Property Infringement. Seller will indemnify Purchaser and its customers against and hold them harmless from all demands, claims, suits, liabilities, damages, judgments, costs and expenses, including attorney's fees resulting from any alleged infringement of any United States or foreign patent or any other intellectual property rights with respect to the Supplies provided or Services performed under the Contract.

19. Title and Security Interests. If full or partial payment is made to Seller prior to the delivery of all Supplies or the performance of all Services

under the Contract, title to all Supplies identified to the Contract at the time of such payment or thereafter will pass to Purchaser, and Seller will be deemed a bailee of all Supplies remaining in its possession, but in no event will the risk of loss pass to Purchaser until the Supplies are delivered to the destination specified on the Purchase Order and accepted by Purchaser. Seller agrees to maintain insurance coverage in types and amount satisfactory to Purchaser for all Supplies that are or become so identified at any time to the Contract. Additionally, Seller grants to Purchaser a security interest in all Supplies that are or may become so identified, which security interest will be in addition to all other rights of Purchaser under the Contract or under applicable laws, and Seller agrees to execute financing statements or such other documents as Purchaser may reasonably require to perfect and protect that interest.

20. Subcontracts and Resales. If the Contract indicates that it is being issued pursuant to the terms and conditions of a specific obligation between Purchaser (as a vendor) and another party, Seller will be subject to such terms and conditions to the same extent as Purchaser, including, without limitation, the matters of delivery time, specifications, capacity, liquidated damages, payment and warranties. If the Supplies are completed products which are to be resold by Purchaser in the condition purchased, without further processing, assembly or other manufacture, Seller will indemnify, defend and hold Purchaser harmless from all demands, claims, suits, liabilities, damages, judgments, costs and expenses, including attorney's fees, with respect to any injury to or death of any person or property damage based upon an allegation that such Supplies are defective in materials, workmanship or design, or Seller's failure to comply with the terms of the Contract in any other respect.

21. Indemnification. (a) Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of Supplies or Services by Seller, its subcontractors, officers, agents, or employees. Purchaser shall not be responsible for any injury to person or damage to property resulting from use, misuse or failure of any equipment, materials, or apparatus ("Apparatus") furnished to Seller by Purchaser, and the use of any such Apparatus by Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage. Seller will defend, indemnify, and hold harmless Purchaser, Purchaser's officers, directors, employees, agents, representatives, successors and assigns, Purchaser's customers (both direct and indirect, including manufacturers of vehicles in which the Supplies are incorporated), and dealers and users of the products sold by Purchaser (or the vehicles in which they are incorporated) and the officers, directors, members, managers, partners, shareholders, employees, agents and representatives of each (collectively, "Purchaser Indemnified Parties), against all damages, claims, or liabilities and expenses (including attorney's fees and other professionals' fees, settlements, releases and judgments) (collectively, "Losses") to the extent such Losses arise out of or relate in any way to Seller's breach of any representations, warranties or covenants, lack of performance or default in any obligations under the Contract, any cyber theft or cyber breach related to the Supplies or Services, or under any other legal or equitable theory related to the Supplies or Services supplied by Seller. Unless Seller has timely notified Purchaser in writing of its desire to undertake the defense of any claim or action for which Purchaser Indemnified Parties may be indemnified, and Purchaser has consented (in its sole discretion and upon such terms and conditions as it may determine) to such defense, Purchaser shall undertake the defense with counsel acceptable to the Purchaser Indemnified Party at Seller's expense, and Seller shall promptly reimburse Purchaser for all Losses upon request, and Seller shall have forfeited the right to contest or otherwise object to the amount, reasonableness, or necessity of such costs and expenses. Seller shall be liable for all costs related to any claim for which Seller undertakes the defense, including, but not limited to, payment of any judgment or settlement. Seller shall not settle any such claim without prior approval from the Purchaser Indemnified Party.

(b) If Seller performs any work on Purchaser's or Purchaser's customer's premises or utilizes the property of Purchaser or Purchaser's customer, whether on or off Purchaser's or Purchaser's customer's premises: (i)

Seller will examine the premises to determine whether they are safe for the requested services and will advise Purchaser promptly of any situation it deems to be unsafe; (ii) Seller's employees, contractors, and agents will comply with all regulations and policies (including safety policies) that apply to the premises; and (iii) to the fullest extent permitted by law, Seller will indemnify and hold Purchaser Indemnified Parties harmless from and against any liability, claims, demands, or expenses (including attorney's fees and other professionals' fees, settlements, releases and judgments) for damages to the property of or personal injuries to any Purchaser Indemnified Parties or any other person or entity to the extent such damages arise out of or relate in any way to Seller's work on the premises or Seller's use of Purchaser's or Purchaser's customer's property.

(c) Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Purchaser 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, even if Seller has undertaken and assumed the defense of any claim. The indemnification obligations of Seller set forth in this Contract, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under Workers' Compensation Acts, occupational disease acts, disability benefits acts or other employee benefits acts.

22. Installation. In the event the Contract covers installation of Seller's products on Purchaser's premises or on the premises of Purchaser's customers or other work on such premises, Seller will indemnify and hold Purchaser harmless from all Losses with respect any injury or death of any person or property damage arising out of such work by Seller, its subcontractors and the employees, agents or representatives of any of them. Seller will furnish to Purchaser on demand an insurance carrier's certificate showing that Seller has worker's compensation, public liability and property damage insurance with coverages and limits satisfactory to Purchaser.

23. Causes beyond Purchaser's Control. The Contract is subject to modification or cancellation by Purchaser in the event of fires, accidents, strikes, labor disputes, governmental acts, or any other conditions, whether of the class of causes enumerated below or otherwise beyond Purchaser's control. In such event, Purchaser will have no obligation or liability of any kind to Seller on account of such cancellation or modification.

24. Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if, and to the extent, that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes acts of God; restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; insurrection; natural disasters; wars; sabotage; inability to obtain power; or court injunction. Written notice of such delay (including the anticipated duration of the delay) must be given to the other party as soon as possible after the occurrence (but no more than ten (10) days after). During the delay or failure to perform by Seller, Purchaser, at its option: (a) may purchase the Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) may ask Seller to deliver to Purchaser, at Seller's expense, all finished Supplies, work in process and parts and materials produced or acquired for work under the Contract; or (c) have Seller provide the Supplies from other sources in quantities and at a time requested by Purchaser and at the price set forth in the Contract. In addition, Seller, at its expense, shall take all necessary actions to ensure the supply of the Supplies to Purchaser during any anticipated labor disruption or slowdown resulting from the expiration of Seller's labor contracts. If Purchaser requests, Seller shall, within ten (10) days of Purchaser's request, provide adequate assurance that the delay will cease within 30 days of Purchaser's request. If the delay lasts more than 30 days or Seller does not provide adequate assurances that the delay will cease within 30 days, Purchaser may immediately terminate the Purchase Order and any funds previously paid by or on behalf of Purchaser shall be promptly returned to Purchaser. Strikes, labor disputes, or other foreseeable events affecting Seller's performance of its obligations shall not be

considered an event of force majeure.

25. Disaster Recovery. Seller agrees to implement disaster recovery procedures and policies that conform to the best standards and practices of Seller's industry to the effect that Seller's performance of this Contract shall continue with no more than minimal interruption in the event of disaster, casualty and/or any other contingency, including labor strikes and other such foreseeable events, contemplated by such disaster recovery procedures and policies. Seller shall give Purchaser prompt notice of any disaster, casualty, potential labor strike, or other contingency which may delay or prevent Seller's performance of this Contract, and Seller shall use its best efforts to resume performance as soon as possible thereafter; provided, that no such disaster, casualty or other such contingency shall operate to limit, diminish, abrogate or delay the exercise of any rights or remedies of Purchaser in the event of any failure of Seller to perform this Contract in accordance with the terms, provisions and conditions thereof.

26. Transition of Supply. (a) In connection with the expiration, cancellation or termination of the Contract by either party, in whole or in part, for any or no cause (including, without limitation, Purchaser's decision to change to an alternate source for manufacture of the Supplies whether or not to a Purchaser-owned or operated facility), Seller shall fully cooperate in the transition of supply. Seller will continue production and delivery of all Supplies as ordered by Purchaser, at the prices and in compliance with the terms of the Purchase Order, without premium or other condition, during the entire period reasonably needed by Purchaser to complete the transition to the alternate source, but in no event will such reasonable time be less than thirty (30) days. Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Purchaser in writing.

(b) At no additional cost to Purchaser, 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 Supplies and components. Seller shall provide all notices necessary or desirable for Purchaser to resource the Purchase Order to an alternative supplier.

(c) If and when requested by Purchaser, Seller will return to Purchaser all Purchaser's Property in as good condition as when received by Seller (reasonable wear and tear excepted) and will comply with Seller's obligations relating to Seller's Property in these terms and in relation to subcontracts.

(d) If resource of the Supplies occurs for reasons other than Seller's termination or breach, Purchaser will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that, upon request, Seller has advised Purchaser prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Purchaser will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement by arbitration.

27. Tooling and Equipment. (a) Seller shall not purchase any tooling or equipment ("Tooling") for the account of Purchaser or charge Purchaser for any Tooling except as authorized in the Purchase Order or in a Tooling purchase order. Seller represents that the price in the Purchase Order or the Tooling purchase order for the tooling is Seller's cost and that there is no mark-up for profit (unless as authorized in this Section or otherwise authorized in writing by Purchaser).

(b) If Seller is responsible for fabricating or acquiring Tooling, such Tooling shall: (i) comply with any specifications provided by Purchaser (or, where directed by Purchaser, those of Purchaser's customer); and (ii) be capable of producing Supplies that satisfy the Purchase Order, including meeting any volume requirements or estimates provided to Seller during the life of the product as well as satisfying the requirements for service parts. Seller represents and warrants that the Tooling fabricated or acquired by Seller does not infringe on the intellectual property of a third-party. Seller shall defend, hold harmless and indemnify Purchaser Indemnified Parties against any suit, claim or action

for actual or alleged direct or contributory infringement of or inducement to infringe any intellectual property and against any resulting Losses arising in any way to the Tooling including any claim against Purchaser that the infringement arose out of compliance with Purchaser's specifications. If the use of the Tooling for manufacture of the Supplies is enjoined or, in Purchaser's sole judgment, is likely to be enjoined, Seller will, at Purchaser's election and Seller's sole expense, procure for Purchaser to right to continue using the Supplies or modify the Tooling so it becomes non-infringing. Time is of the essence for Seller's acquisition or fabrication of Tooling. Seller shall provide Tooling progress reports on Purchaser's request and shall promptly notify Purchaser in writing if it believes that the Tooling might not be completed by the completion date specified on the Purchase Order.

(c) If all or part of the fabrication, modification, repair or refurbishment of Tooling will be subcontracted to a third-party toolmaker, the Seller will: (i) give Purchaser advance written notice of the identity of the toolmaker and the location of the Tooling; (ii) inform the toolmaker in writing that it is a bailee-at-will, through the Seller, of Tooling owned by the Purchaser; and (iii) be solely responsible for payments to the toolmaker. The Purchaser has no obligation to the Seller or subcontractor other than payment to the Seller of the Purchase Order. If a subcontractor brings an action against the Seller for payment of the Tooling, the Seller will not join the Purchaser in the action and Seller will take all actions necessary to resolve the action and avoid any disruption in Seller's obligations under the Contract.

(d) Seller shall be entitled to receive payment only after the Tooling is completed. Tooling is not complete until Seller, at its own expense, has successfully completed all required testing (including, for Tooling used in connection with motor vehicle parts production, completion of the PPAP process) and has submitted all necessary documentation. Seller shall be entitled to receive payment only after and to the extent of, and in proportion to, Purchaser's actual receipt of such reimbursement or other payment from Purchaser's customer.

(e) If Seller's primary business is to fabricate Tooling, Seller will be permitted a reasonable profit percentage as indicated by the Purchase Order. In the absence of a mutually-accepted profit percentage, Purchaser will determine a reasonable profit percentage following the completion of its audit. Seller will invoice Purchaser for (and Purchaser will only be obligated to pay) the lower of Seller's actual cost plus such profit percentage or the amount set forth in the Purchase Order.

(f) Seller will provide to Purchaser, as requested, access to Seller's premises and all documentation relating to the Tooling, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against the Purchase Order. For any Tooling or parts thereof that Seller obtains from any third party, Seller will provide Purchaser with such access and documentation to the ultimate production source. Seller will have ninety (90) days from the date Purchaser notifies Seller of Purchaser's intention to audit Seller to provide the requested access and copies of requested documentation for Purchaser's exclusive use and records. Any information submitted following such ninety (90) day period need not be considered by Purchaser. The price set forth in the Purchase Order will be adjusted to credit Purchaser in the amount, if any, by which the price exceeds Seller's actual cost as verified. Seller will not disclose to any third party, except for its attorneys and professional advisors who are required to maintain confidentiality, the results of such Tooling audits or any adjustments made by Purchaser to the prices and amounts payable to Seller as a result of such audit. Seller will retain (and cause its Tooling sub-suppliers to retain) all cost records for a period of three (3) years after receiving final payment of the charges.

(g) To the extent permitted by applicable law, any payments made by Purchaser for Purchaser-owned Tooling that is manufactured by a third-party are expressly intended by Purchaser to be held in trust for the benefit of any subcontractor(s) used by Seller to produce the Purchaser-owned Tooling that are covered by such payments and Seller agrees to hold such payments as trustee in trust for such subcontractor(s) until Seller has paid the subcontractor(s) in full for the Purchaser-owned Tooling. Seller acknowledges and agrees that such subcontractor is an intended third party beneficiary of the terms of this Section relating to the trust and as such, such Tooling subcontractor shall have the right to enforce these terms of

this Section directly against Seller in subcontractor's own name.

28. Assignment. Seller may not delegate its duties nor assign its obligations hereunder without the prior written consent of Purchaser.

29. Governing Law. The Contract will be governed by and interpreted in accordance with the laws of the State of Michigan without regard to conflicts of laws principles. Any actions or proceedings by Seller against Purchaser may be brought by Seller only in the State court(s) located in Kent County, MI or any court within the jurisdiction of the United States District Court for the Western District of Michigan.