



NOVARES GROUP AMERICAS PURCHASING TERMS AND CONDITIONS
(North, Central and South America)
(June/19/2018)

These NOVARES Group Americas Purchasing Terms and Conditions apply to each company in the NOVARES Group organized in North, South or Central America including, without limitation, NOVARES US LLC, NOVARES Mexico North, NOVARES Mexico and NOVARES Do Brazil Industria Automotiva Ltd (such company as expressly identified as issuing an Order, "Buyer").

1. Agreement; Acceptance; Exclusivity, Applicability and Modification of Terms and Conditions.

(a) Each purchase order and purchase order amendment, revision or change ("Purchase Order") issued by Buyer is an offer to the seller identified on the Purchase Order ("Seller") for the purchase of materials, goods, and/or services (collectively, "Products") and is governed by the express terms contained on the face of each Purchase Order, these NOVARES Group Americas Purchasing Terms and Conditions (as amended or revised from time to time), any applicable Country Supplement to these NOVARES Group Americas Purchasing Terms and Conditions (if any) located on Buyer's website, the terms contained in any addendum or supplement to the Purchase Order signed by an authorized representative of Buyer, any supplier manual provided by Buyer to Seller (including, without limitation, the Supplier Development Manual located on Buyer's website), and any other document incorporated by reference in the Purchase Order or in these NOVARES Group Americas Purchasing Terms and Conditions (collectively, the "Terms"). The term "Order" refers to the applicable Purchase Order together with the Terms. The term "Products" throughout the Terms includes, without limitation, raw materials, components, intermediate assemblies, tooling, molds, equipment and end products and all services, whether or not performed in connection with any of the foregoing items. Certain of the Terms apply only to particular types of Products, but only where expressly limited to those types of Products.

(b) The Order shall not be effective until it is accepted by Seller ("Effective Date"), at which time a contract shall be formed between Buyer and Seller. Each of the following shall constitute sufficient acceptance of the Order: (i) Buyer's receipt of Seller's written acknowledgement of the Order; (ii) Seller's commencement of work under the Order; or (iii) any other action by Seller indicating Seller's acknowledgment and acceptance of the substance of the Order as a binding contract. In no event shall the Order constitute an acceptance of any offer or proposal made by Seller. Seller acknowledges and agrees that only the Buyer expressly identified on the Order is a party thereto, and no Order shall constitute or be interpreted to represent a guaranty by any other Buyer of any of the obligations or liabilities of Buyer expressly identified on the Order.

(c) Unless otherwise specified in the Order, the Terms are the only terms and conditions applicable to the Order and no other terms or conditions shall apply. Seller acknowledges that any acceptance of the Order by Seller is an acceptance of all of the Terms regardless of whether Seller's expression of acceptance states additional or different terms from the Terms or that Seller's acceptance is conditioned upon Buyer's assent to such additional or different terms, which assent shall not be inferred by Buyer's failure to object to the additional or different terms. To the extent that Seller's acceptance states different or additional terms, Seller is hereby notified that Buyer expressly objects to such different or additional terms and Seller agrees that such different or additional terms shall not govern the relationship between Buyer and Seller in any way. Any references in the Order to any previous offer, quotation or other proposal made by Seller shall only be to incorporate details regarding the description of the Products, to the extent not inconsistent with the description in the Order, and shall not incorporate any terms or conditions stated in such offer, quotation or proposal. All modifications or additional agreements to or relating to the Order that are proposed by Seller shall be enforceable only if evidenced by a writing issued by Buyer or acknowledged and signed by an authorized representative of Buyer.

(d) Seller acknowledges that Buyer may modify the Terms from time to time by posting notice of such modifications on Buyer's website and/or through any notification of the Seller by email. Such modified Terms shall govern all Purchase Orders (as amended or revised in their entirety) that are issued, amended, and/or revised in any manner after the effective date of such modified Terms. Seller shall review Buyer's website and the Terms periodically and shall be responsible for ensuring compliance with the most recent version of the Terms. Seller's continued performance after the effective date of any modified Terms will constitute acceptance of such modified Terms.

2. Customer Relationship.

(a) Seller acknowledges that the Products may be sold and/or incorporated into parts or other items that Buyer may sell to an original equipment manufacturer, whether directly or indirectly through an upper tier supplier, and/or any other third party ("Buyer's Customer"). Seller agrees to comply with any contract, terms and conditions, purchase order and/or other document that may be applicable to Buyer or Seller from time to time related to Buyer's direct or indirect supply of the Products or items incorporating the Products to Buyer's Customer (collectively, "Customer Terms"), and to assist Buyer in any manner Buyer deems necessary or desirable to enable Buyer to meet Buyer's obligations under the Customer Terms, including without limitation Buyer's obligations regarding delivery, packaging and labeling requirements, warranties and warranty periods, intellectual property rights, recalls, indemnification, confidentiality, access to facilities and records, and service and replacement parts.

(b) Although Buyer may, from time to time and in its sole discretion, provide Seller with certain information regarding the applicable Customer Terms, it is Seller's sole responsibility to determine if, and how, the Customer Terms may affect Seller's obligations to Buyer and/or Buyer's Customer.

(c) If Buyer's Customer directs, requests, recommends or suggests that Buyer purchase the Products from Seller: (i) Buyer's payment to Seller for the Products is expressly conditioned on Buyer's receipt of payment from Buyer's Customer for the items into which the Products are integrated and Buyer will pay Seller only to the extent of, and in proportion to, Buyer's actual receipt of payment from Buyer's Customer; (ii) without limiting the generality of the foregoing, if Buyer's Customer undergoes an Event of Insolvency (as defined in Section 8) and Buyer, in connection with such Event of Insolvency, agrees to reduce the prices paid or to be paid by Buyer's Customer to Buyer, the prices paid to Seller for the Products shall be automatically reduced by the same percentage as the reduction in the prices paid or to be paid by Buyer's Customer to Buyer, and (iii) Seller shall promptly notify Buyer in writing of any changes in price, specifications or other terms negotiated between Seller and Buyer's Customer, however, no such change will bind Buyer without Buyer's specific written consent, which consent may be refused with or without cause or explanation.

3. Duration.

(a) If the Purchase Order does not state an expiration date or other term, each Order shall be effective and binding for an initial term of four (4) years and shall automatically renew for additional one (1) year terms unless Seller provides Buyer with written notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the then-current term.

(b) Notwithstanding the foregoing, (i) Buyer may, reasonably and in good faith extend the initial or renewal term of the Order for such time as is necessary to find an alternative source or sources of the Products ("Alternative Supplier") and ensure an orderly transition of supply; and (ii) Seller's obligation to provide service and replacement parts pursuant to Section 18 shall survive expiration of the Order.

4. Price.

(a) The price of the Products shall be as specified on the Purchase Order and are not subject to increase, including specifically any increase based upon changes in raw material or component pricing, labor or overhead or fluctuations in foreign exchange rates, unless specifically agreed to by Buyer on the face of an Order amendment or by agreement in writing by an authorized representative of Buyer. Unless otherwise expressly stated on the Purchase Order, all prices shall be in U.S. Dollars. Except as otherwise agreed in writing by an authorized representative of Buyer, the prices stated on the Purchase Order are complete and no surcharges, premiums or other additional charges of any type shall be added, including without limitation, charges for packing, crating, handling, storage, and/or transportation of the Products.

(b) Seller shall ensure that the price charged to Buyer for the Products is and will remain competitive with the price for similar materials, goods and/or services available to Buyer from other sellers.

5. Quantity; Delivery; Volume Projections.

(a) The quantity of the Products shall be as specified on the Purchase Order. If no quantity is specified on the Purchase Order or the quantity is specified as “blanket order,” “as released,” “as scheduled,” “as directed,” “subject to Buyer’s production releases” or similar terms, Seller will provide Buyer’s requirements for the Products in the firm quantities for finished Products identified by Buyer on applicable delivery or shipping releases, authorizations, manifests, broadcasts or similar written instructions issued or transmitted by Buyer to Seller from time to time in connection with the Order (each a “Release”). Releases shall be governed by the Terms and shall also be deemed to be part of the Order. Unless the Purchase Order provides that Buyer will purchase one hundred percent (100%) of its requirements from Seller, Buyer shall not be required to purchase the Products exclusively from Seller.

(b) Except as otherwise provided in the Order, all shipments will be made with Buyer designated carriers. Seller will enclose packing slips with all shipments showing Purchase Order numbers, descriptions, part numbers and quantities. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments. Notwithstanding anything to the contrary herein, such changes shall not entitle Seller to a modification of the price for the Products or to payment for any other charges or expenses. The Products shall be properly packed, marked, loaded and shipped as required by sound commercial practice and in accordance with the Order and/or any requirements, guidelines, specifications or procedures of Buyer and/or the transporting carrier as may be provided by Buyer and/or such transporting carrier, or that may otherwise become available to Seller from time to time. Seller shall pay or reimburse Buyer for any excess costs occasioned by Seller’s failure to comply with such requirements, guidelines, specifications or procedures. Except as otherwise provided in the Order, Seller shall bear all risk of loss for the Products until such Products are delivered, fully unloaded and accepted at the location designated by Buyer.

(c) Time and quantity are of the essence. Seller shall deliver the Products in the quantities and on the delivery dates and times specified in the Order. If delivery is not timely, Buyer may direct Seller to make expedited routing at Seller’s expense. Buyer shall not be required to make payment for delivered Products in excess of specified quantities. Products delivered in excess of the quantities or in advance of the delivery dates or times specified in the Order shall be at Seller’s risk and may be returned to Seller by Buyer and Seller shall be responsible for all transportation charges both to and from the original destination. If Seller does not provide sufficient quantities as specified in the Order, Seller shall reimburse Buyer for any increase in Buyer’s costs related to its acquisition of the same or substantially similar materials, goods and/or services from an Alternative Supplier. Except as otherwise provided in the Order or otherwise authorized in writing by an authorized representative of Buyer, Seller shall not make any commitments for raw materials or other inventory or manufacture any Products in advance of the time necessary to permit shipments on the delivery dates specified in the Order.

(d) Buyer may, from time to time, provide Seller with projections, estimates, forecasts or predictions (“Projections”) regarding the volume of the Products Buyer will purchase from Seller or the duration of an Order. Such Projections are not binding on Buyer and Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding such Projections.

6. Invoicing and Payment Terms.

(a) Promptly after the Products have been provided, Seller shall provide invoices to Buyer in duplicate showing the amounts due, Purchase Order and Release numbers, descriptions, part numbers and quantities. Invoices received by Buyer five (5) days or more after shipment may be re-dated as of date received and payment made from the revised date according to the applicable payment terms. Seller shall use its best efforts to implement electronic invoicing and adhere to AIAG Bar Code Standards.

(b) Subject to any conditions to payment or other provisions in the Terms, the payment terms applicable to the Order shall be as specified on the Purchase Order, and if no payment terms are specified on the Purchase Order, the payment terms applicable to the Order shall be net sixty (60) days. Notwithstanding the foregoing, the time period for payments to be made shall not begin until Buyer is presented with a complete and correct invoice. Buyer may, at its option and upon notice to Seller, revise the payment terms to take into account any change in the payment terms of Buyer’s Customer applicable to Buyer. If a payment date falls on a non-business day, payment will occur on the following business day.

7. Netting, Setoff and Recoupment.

(a) All amounts due from Buyer or any of its direct or indirect subsidiaries or affiliates (“Buyer Entities”) to Seller or any of its direct or indirect subsidiaries or affiliates (“Seller Entities”) shall be net of any indebtedness or other obligations of Seller Entities to Buyer Entities. Buyer Entities may, without notice to Seller Entities, set-off against or recoup from any amounts due or to become due from Seller Entities to Buyer Entities however and whenever arising. Buyer Entities may also set-off against or recoup from any amount due to Seller Entities to the extent Buyer reasonably feels itself at risk with regard to any amounts owed by Seller Entities to Buyer Entities.

(b) In addition to any rights otherwise provided or allowed by Law (as defined in Section 21) or the Order, Buyer Entities may retain or defer payment of all or any portion of the amount due from Buyer Entities (even if such amount is not disputed, contingent or unliquidated and is otherwise due) to the extent of any obligation of Seller Entities to Buyer Entities, even if such obligation is disputed, contingent or unliquidated, until such obligation is resolved. Without limiting the generality of the foregoing, and by way of example only, in the event any of Seller Entities experience an Event of Insolvency, Buyer Entities may defer payments due to Seller Entities, via an administrative hold or otherwise, against potential damages arising from rejection or otherwise.

(c) Seller unconditionally guaranties payment when due of all existing and future obligations of Seller Entities to Buyer Entities, provided however, that the amount guarantied by Seller shall not exceed the amount owed by Buyer to Seller under the Order from time to time and at any given time.

8. Seller Financial Condition; Termination for Insolvency.

(a) Seller expressly represents and warrants, initially as of the Effective Date and subsequently as of the date of Seller’s acceptance of each Release or any amendment, revision or other modification of the Order, that (i) it is paying its debts and obligations as they become due and is not otherwise insolvent; (ii) it is in compliance with all of its loan covenants and other contractual obligations; (iii) all financial statements and other information provided by Seller to Buyer are correct, complete, accurately representative of the financial condition of Seller and, if applicable, prepared in accordance with generally accepted accounting principles, uniformly and constantly applied. Seller agrees to provide Buyer with access to Seller’s books, records, financial statements and other documents, as requested by Buyer, to confirm compliance with these representations and warranties.

(b) To the extent permitted by Law, Buyer may, upon notice to Seller, immediately terminate all or any part of the Order if Seller experiences an Event of Insolvency. If Buyer chooses not to terminate the Order or any part of the Order upon such an Event of Insolvency, Buyer may make such equitable adjustments in the price and/or delivery requirements under the Order as Buyer deems appropriate to address the change in Seller’s circumstances. “Event of Insolvency” means any of the following with respect to the applicable party: (i) the insolvency of the party; (ii) the filing of a voluntary petition in bankruptcy on behalf of the party; (iii) the filing of an involuntary petition to have the party declared Bankrupt or the appointment of a receiver or trustee for the party provided such petition or appointment is not vacated within thirty (30) days from the date of filing; (iv) an assignment by the party for the benefit of creditors; or (v) any other comparable event.

9. Termination for Cause.

(a) Buyer may, upon notice to Seller, immediately terminate all or any part of the Order if Seller (i) repudiates, breaches or threatens to breach any of the terms of the Order; (ii) fails to perform or deliver or threatens not to perform or deliver the Products in accordance with the Order; (iii) fails to meet Buyer’s reasonable quality requirements so as to endanger timely and proper delivery or provision of the Products and fails to correct the failure within ten (10) days following Seller’s receipt of written notice from Buyer identifying the failure; (iv) enters or offers to enter into a merger, spin off, sale or exchange of stock or other equity interests that would result in a change in control of Seller, and/or a transaction that includes a sale of all or a substantial portion of the assets used for the production of the Products pursuant to the Order, without the prior written consent of an authorized representative of Buyer, which consent may be refused with or without cause or explanation; (v) fails to remain competitive with respect to the quality, technology, delivery, service or pricing of the Products; or (vi) fails to provide Buyer with adequate assurance of Seller’s ability to timely perform any of Seller’s obligations under the Order.

(b) If all or any portion of the Order is terminated pursuant to Section 9(a), Buyer shall not be liable to Seller for any amount and Seller shall be liable to Buyer for all damages, direct or indirect, consequential and incidental, sustained by reason of the default which gave rise to the termination, including, but not limited to, excess costs incurred by Buyer as a result of obtaining the Products from an Alternative Supplier.

10. Termination for Convenience.

(a) In addition to Buyer's other termination rights, Buyer may, upon notice to Seller, immediately terminate all or any part of the Order at any time and for any reason. Such termination shall be effective upon receipt of the notice by Seller.

(b) Upon termination of all or any part of the Order pursuant to Section 10(a), Seller shall: (i) immediately stop, and cause its suppliers and subcontractors to stop, all work under all or any portion of the Order that is terminated; (ii) transfer title and deliver to Buyer the usable and merchantable finished Products, work-in-process, and parts and materials that Seller produced and/or acquired in accordance with the firm quantities identified by Buyer (by reference to current authorizations for finished Products and raw materials with definite dates on or by which delivery is required) in the Order or in any applicable Release and that Seller cannot use in producing items for itself or others; (iii) verify and settle any claims by its subcontractors and suppliers for actual costs incurred directly as a result of the termination; and (iv) continue to comply with the requirements specified herein relating to Buyer's Property (as defined in Section 19) until Seller receives and complies with Buyer's disposal instructions.

(c) Upon Seller's compliance with the requirements of Section 10(b), Buyer shall pay to Seller the following amounts if, and to the extent, Seller has not already been paid such amounts: (i) the Order price for the finished Products that conform to the requirements of the Order and do not exceed the firm quantities identified by Buyer (by reference to current authorizations for finished Products and raw materials with definite dates on or by which delivery is required) in the Order or in any applicable Release; and (ii) the actual costs of work-in-process and raw materials transferred to Buyer under Section 10(b)(ii). In order to collect any of the foregoing amounts, Seller must submit to Buyer a comprehensive termination claim with sufficient supporting data within sixty (60) days of the effective date of termination as well as whatever supplemental and supporting information Buyer requests. Seller's failure to provide a termination claim within this time period absolves Buyer of all liability under this Section 10 connected with the termination. Buyer shall have the right to audit, before or after payment, Seller's books, records, facilities, work, material, and inventories relating to any termination claim.

(d) The foregoing is Seller's sole and exclusive recovery from Buyer as the result of Buyer's termination under Section 10(a), regardless of the legal theory which is the basis for any claim by Seller. In no event will Buyer be obligated for any other costs, claims or damages, including without limitation: (i) costs of finished Products, work-in-process or raw materials in excess of the firm quantities identified by Buyer (by reference to current authorizations for finished Products and raw materials with definite dates on or by which delivery is required) in the Order or in any applicable Release; (ii) costs of undelivered Products which are in Seller's standard stock or that are readily marketable; (iii) claims by Seller or Seller's subcontractors for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, labor or employee benefit charges, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges arising from the termination; (iv) incidental, or other costs which could have been reasonably mitigated; or (v) consequential costs or damages. In no event shall Buyer's obligation to Seller for termination charges exceed the lesser of the obligation Buyer would have had to Seller in the absence of termination or the amount allowed by Buyer's Customer for Seller's work.

11. Seller's Continuing Obligations. Except as provided in Section 13, Seller may not suspend performance under the Order, and in any event may not terminate all or any part of the Order for insolvency, cause, convenience or any other reason without the written consent of an authorized representative of Buyer, which consent may be refused with or without cause or explanation. In the event of any dispute between Seller and Buyer arising out of, or in connection with, any Order, Seller's obligation to provide Buyer with a continuous, uninterrupted supply of Products in accordance with the terms of the Order shall not be excused by such dispute. Seller shall, at Buyer's option, continue performing its obligations under the Order while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of the Order or by a final and binding award, order or judgment to the contrary.

12. Transition of Supply. Upon the expiration or earlier termination of all or a portion of the Order or upon Buyer's decision to change to an Alternative Supplier, Seller shall, in accordance with Buyer's instructions, cooperate and assist in the transition of supply. Without limiting the foregoing or any other of Seller's obligations under the Order, at Buyer's request, Seller shall: (i) continue production and delivery of the Products, at the prices, quantities and on the other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to an Alternative Supplier, including by providing a sufficient bank of Products in order to prevent any interruptions in Buyer's ability to obtain the Products in the quantities and at the times required; (ii) to the extent consistent with Seller's reasonable capacity constraints, provide overtime production, storage and/or management of extra inventory, extraordinary packaging and transportation and other special services at prices and subject to other terms as agreed upon by the parties; (iii) sell to Buyer, at Seller's cost, any or all inventory and/or work-in-process relating to the Order; (iv) return or dispose of Buyer's Property in accordance with Section 19(g) hereof; and (v) at no cost to Buyer (A) promptly provide all requested information and documentation regarding Seller's manufacturing process, including without limitation, bill-of-material data, tooling and process detail and samples of the Products and components; (B) allow Buyer to conduct on-site inspections of Seller's operations; (C) assign to Buyer any or all supply contracts or orders for raw material or components relating to the Order; and (D) provide all notices necessary or desirable for Buyer to resource the Order to an Alternative Supplier.

13. Force Majeure.

(a) Any failure or delay on the part of either Buyer or Seller to perform its obligations under the Order will be excused only if, and to the extent, the applicable party is unable to perform its obligations specifically because of an event or occurrence that is beyond the party's reasonable control and occurs without the applicable party's fault or negligence. Qualifying events and occurrences may, by way of example, include: acts of God; restrictions, prohibitions, priorities or allocations imposed by a governmental authority; embargoes; natural disasters; riots; wars; terrorist or significant criminal activities; sabotage; epidemics; quarantines; or inability to obtain power (each a "Force Majeure Event"). Seller will use all diligent efforts to ensure that the effects of any such Force Majeure Event are minimized and, as promptly as possible, resume full performance under the Order. Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources is deemed to be within Seller's reasonable control.

(b) As soon as possible, but not later than one (1) full business day after the occurrence of a Force Majeure Event, Seller shall provide written notice describing any anticipated delays in its performance as a result of the Force Majeure Event and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option (i) purchase Products from other sources and reduce its Releases to Seller by such quantities, without liability to Seller and require Seller to reimburse Buyer for any additional costs incurred to obtain the substitute Products compared to the prices set forth in the Order; (ii) require Seller to deliver to Buyer at Buyer's expense all or any portion of the finished Products, work-in-process and/or parts and materials produced or acquired for work under the Order; or (iii) require Seller to provide Products from other sources in quantities and at a time requested by Buyer and at the prices set forth in the Order. In addition, Seller shall, at its expense, take all necessary actions to ensure the supply of Products to Buyer for at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts. If, upon the request of Buyer, Seller fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay actually lasts longer than thirty (30) days, Buyer may terminate the Order without liability and Seller shall reimburse Buyer for costs associated with the termination.

(c) Seller acknowledges that the change in cost and availability of materials, components, services and/or other items that Seller may require in order to produce or provide the Products are based on a number of factors, including without limitation: (i) market conditions; (ii) supplier actions or contract disputes; (iii) labor strikes or other work stoppages, disruptions or slowdowns; (iv) volume fluctuations; (v) packaging and shipping fluctuations; (vi) insurance costs; (vii) currency exchange rates; and (viii) inflation. Seller acknowledges that such factors will not excuse a delay or failure of Seller's performance (under theories of force majeure, commercial impracticability or otherwise), and Seller expressly assumes the risk that these factors will increase its costs and agrees that Buyer shall not be required to pay any amounts attributable to such factors, except as agreed in writing by an authorized representative of Buyer.

14. Changes.

(a) Buyer has the right to make changes to the Order, including without limitation, changes to the: (i) methods of processing, shipment and packaging; (ii) time and place of delivery; (iii) inspection, testing and quality control methods and processes; (iv) underlying drawings, specifications or instructions; and (v) quantities. Such changes shall become effective upon written notice to Seller by an authorized representative of Buyer (“Change Notice”). Seller agrees to promptly comply with such Change Notices. Except as provided herein, such changes shall not require Buyer to pay any additional amounts.

(b) If any changes result in a decrease or increase in Seller’s cost or in the time of performance, an adjustment in the price and/or time of performance may be made as mutually agreed. If Seller does not present Buyer with a claim itemizing such increased costs within twenty (20) days after the receipt of a Change Notice, Seller shall be conclusively deemed to have waived all claims against Buyer with respect to such Change Notice. Price increases shall not be binding on Buyer unless evidenced by an amendment to the Order or other written agreement signed by an authorized representative of Buyer expressly consenting to such price increases, which consent may be refused with or without cause or explanation. Absent such express consent, any amendment, reissuance or other modification of the Order reflecting an increase in price shall constitute a breach of the Order.

(c) Seller shall not make any change in design, source of supply, material specifications or manufacturing or assembly locations or processes without the written approval of an authorized representative of Buyer and in full compliance with the Terms including, without limitation, the applicable provisions of Buyer’s Supplier Development Manual.

15. Warranty.

(a) Seller expressly warrants that the Products, including all tooling, dies, jigs, gauges, fixtures, patterns, machinery, equipment purchased and all other materials, goods and/or services covered by the Order shall: (i) conform to industry standards, the specifications, drawings, designs, samples or other descriptions published or otherwise furnished by Buyer, and all Laws in force in countries where the Products or the vehicles or other items into which the Products are integrated are to be sold, including without limitation the Occupational Safety and Health Act, the National Traffic and Motor Vehicle Safety Act, United States motor vehicle safety standards and European Union Directive 2000/53/EC; (ii) be fit and sufficient for the purposes intended (of which purposes Seller acknowledges it is aware); (iii) be merchantable and free of defects in design (to the extent designed by Seller or any of its subcontractors, agents or suppliers, even if the design has been approved by Buyer), material and workmanship; (iv) be free of infringements of intellectual property rights of third parties; (v) be delivered free and clear of all liens, claims or other encumbrances; (vi) conform to all warranties provided by Buyer to Buyer’s Customer related to the Products or the items into which the Products are integrated; and (vii) unless otherwise expressly stated in the Order, be manufactured entirely with new materials and not use or incorporate governmental, commercial and/or industrial surplus materials or other used or remanufactured materials.

(b) In addition to all other warranties hereunder, Seller also expressly warrants that all services to be performed by Seller shall be performed as an independent contractor and in a good and workmanlike manner, consistent with all applicable standards and specifications as approved by Buyer.

(c) All warranties under the Order shall run to Buyer Entities, Buyer’s Customer, and any users of the Products or the vehicles or other items into which the Products are integrated, and shall remain in effect for the longer of (i) three (3) years; (ii) the warranty period provided by Buyer to Buyer’s Customer; or (iii) any period provided by Law. Notwithstanding the foregoing, in the event of any voluntary or government mandated recall effort or other remedial action (“Recall”) caused by, or otherwise in any way involving, the Products or items into which the Products are integrated, all warranties under the Order shall extend at least until the conclusion of the Recall. Notwithstanding the expiration of the warranty period set forth in this Section 15(c), Seller shall nonetheless be liable for Damages (as defined in Section 31(a)) associated with the conduct of any Recall as provided in Section 31(a). Where applicable, Seller shall pay all reasonable expenses associated with determining whether a Recall is necessary.

(d) Buyer’s approval of any sample or acceptance of the Products shall not relieve Seller of any of its warranties or other obligations.

(e) Seller acknowledges and agrees that in the event of any dispute between Buyer and Buyer's Customer related to the Products or items into which the Products are integrated, Buyer shall have the right to fully defend against any claim by Buyer's Customer, without prejudice to any claim that Buyer may have against Seller related to such Products. Seller hereby waives whatever rights it may have to argue that any representations made or positions taken by Buyer in connection with such a dispute in any way limit Buyer's right to assert a claim against Seller for breach of warranty, contribution, indemnification or any other claim.

16. Quality and Inspection.

(a) Seller agrees to comply with Buyer's quality system requirements, including without limitation the Supplier Development Manual, as updated or modified from time to time, which is incorporated herein by reference and located on Buyer's website. It is Seller's responsibility to ensure compliance with the most recent version of the Supplier Development Manual.

(b) Buyer reserves the right to enter Seller's facilities to inspect the facilities, work-in-process, finished Products, materials, and any of Buyer's Property related to the Order. Such inspections may occur during manufacture, prior to delivery, or within a reasonable time after delivery, and shall not be deemed to constitute acceptance of any work-in-process or finished Products. Buyer's acceptance, inspection, or failure to inspect, does not relieve Seller of any of its obligations, responsibilities or warranties, including without limitation its obligation to deliver conforming Products.

(c) Buyer shall have the right, in its sole discretion, to reject Products that are defective or nonconforming or otherwise provided in a manner contrary to the Order. Products so rejected, as well as Products supplied early, late, in incorrect quantities or that are incorrectly labeled may be returned to Seller at Seller's expense and Seller shall repair, replace or provide a refund for such defective or nonconforming Products at Buyer's option and without additional cost to Buyer. In addition to the foregoing as well as any and all other rights or remedies available to Buyer, Seller shall reimburse Buyer for (i) any amounts paid by Buyer on account of the purchase price of any rejected defective or nonconforming Products Buyer chooses not to have repaired or replaced; and (ii) all costs incurred by Buyer in connection with the defective or nonconforming Products, including without limitation, expenses of unpacking, sorting, examining, testing, evaluating, storing, reworking, repackaging, and re-shipping such Products. Payment by Buyer for nonconforming Products shall not constitute an acceptance and shall not limit or impair Buyer's right to assert any legal or equitable remedies.

(d) Seller's warranties also apply to all repaired or replaced Products.

17. Waste and Scrap Disposal.

(a) Unless agreed otherwise in writing signed by an authorized representative of Buyer, Seller agrees that, in providing the Products to Buyer, Seller will not under any circumstances resell or reuse any item manufactured or disposed of by Buyer or at Buyer's direction. Furthermore, Seller shall deface or destroy all of the items or materials manufactured or disposed of by Buyer or at Buyer's direction ("Buyer's Material") so that such items cannot be resold or reused, either before or after disposal of such items.

(b) Seller also agrees to indemnify and hold harmless Buyer against any and all loss, claims, suits, and/or judgments arising from Seller's improper disposal of Buyer's Material. Without limitation, improper disposal of material includes: (i) violation of waste disposal Laws; (ii) resale or reuse of items manufactured by Buyer or at Buyer's direction; or (iii) any other improper use or disposal of Buyer's Material.

18. Service and Replacement Parts.

(a) Seller agrees to provide Buyer with the service parts or replacement parts ("Service Parts") requested by Buyer in Releases issued to Seller for a period of fifteen (15) years after the conclusion of the Model Year (as defined in Section 23) as to which the Order is applicable or such longer period as may be required by Buyer or Buyer's Customer ("Service Period"). The price for the Service Parts during the first five (5) years of the Service Period ("Initial Service Period") shall be the same as the purchase price for the Products specified in the Order. For the remainder of the Service Period after the Initial Service Period, Seller agrees to provide Buyer with the Service

Parts at the same price as the price during the Initial Service Period plus an amount to be mutually determined by the parties to compensate Seller for any increased manufacturing costs related to the provision of the Service Parts.

(b) Notwithstanding the foregoing, if the Products are systems, modules or assemblies, the price of the Service Parts shall not exceed the price for the systems, modules or assemblies specified in the Order, less labor costs associated with assembly, plus actual increased costs to Seller, if any, related to unique packaging or preparation of the Service Parts.

19. Buyer's Property.

(a) Any dies, tools, molds, jigs, fixtures, machinery, equipment, gauges, designs, patterns, specifications, blueprints, drawings, photographic negatives and positives, art work, copy layout, manufacturing data and all other items (including all copies of reprints of the foregoing) provided by Buyer or Buyer's Customer to Seller or any sub-supplier of Seller in connection with Seller's obligations under the Order or specifically paid or to be paid, in whole or in part, by Buyer or Buyer's Customer ("Buyer's Property"), shall be and remain the property of Buyer or Buyer's Customer, as applicable, and shall be held by Seller on a bailment at-will basis. Seller shall keep Buyer's Property free of liens and any other encumbrances to ensure that Buyer's title in Buyer's Property shall remain free and clear. Seller agrees that Buyer has the right to file financing statements or take other actions to protect its ownership interest in Buyer's Property, but that the failure to file such statements or take such actions shall not prejudice Buyer's or Buyer's Customer's ownership interest in any way.

(b) Seller shall bear all responsibility for loss of and damage to Buyer's Property while in Seller's possession or in transit to or from Seller's facility, including responsibility for loss and damage that occurs despite Seller's exercise of reasonable care, excluding normal wear and tear. Seller shall (i) properly house and maintain, repair and/or refurbish Buyer's Property, as needed, on Seller's premises; (ii) prominently mark Buyer's Property as property of Buyer or Buyer's Customer, as applicable; (iii) refrain from commingling Buyer's Property with the property of Seller or with that of a third party, (iv) not place any marking on Buyer's Property relating to Seller or file or allow to be filed any financing statement with respect to Buyer's Property. All replacement parts, additions, modifications, improvements and accessories attached to or integrated with Buyer's Property shall automatically become Buyer's Property upon such attachment or integration. Seller shall obtain adequate insurance, which shall not be terminated without thirty (30) days' prior written notice to Buyer, covering Buyer's Property against loss or damage in an amount sufficient to cover the replacement of Buyer's Property and naming Buyer as loss payee and an additional insured. To the fullest extent permitted by Law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might otherwise have or assert on or with respect to any of the Buyer's Property for work performed on such property, for the purchase price of any Products or otherwise.

(c) Seller is solely responsible for inspecting, testing and approving all of Buyer's Property prior to any use and Seller assumes the risk and agrees to indemnify and hold Buyer harmless for any deaths or injuries to persons or property arising from Buyer's Property. Seller will assign to Buyer any claim Seller has against third parties with respect to Buyer's Property. BUYER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING BUYER'S PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d) Seller must obtain Buyer's written permission, which permission may be refused with or without cause or explanation, prior to moving any Buyer's Property, including the moving of Buyer's Property from one of Seller's facilities to another. Any such move must also be in full compliance with the Terms including, without limitation, the applicable provisions of the Buyer's Supplier Development Manual. Except as otherwise provided in the Order, Seller shall bear all costs related to any relocation of Buyer's Property.

(e) Seller shall use Buyer's Property for the sole purpose of performing its obligations under the Order. Seller will not substitute any property for Buyer's Property, will not use, deliver or make available to any third party, any of Buyer's Property or any finished Products or work-in-process manufactured, developed and/or created with the aid of any of Buyer's Property, except pursuant to the Order of Buyer or other written instructions of Buyer. Seller will be responsible for Buyer's loss of revenue (including lost profits), loss of market share, and/or any other damages incurred as a result of Seller's use of Buyer's Property to manufacture products for third parties. Seller shall keep an accurate record of all of Buyer's Property in Seller's possession and shall provide such record to an authorized

representative of Buyer upon request. Buyer has the right at all reasonable times, upon prior request, to enter Seller's premises to inspect any and all of Buyer's Property and any finished Products or work-in-process manufactured, developed or created with the aid of Buyer's Property.

(f) Seller agrees that Buyer has the right at any time upon Buyer's demand, with or without reason or notice and without payment of any kind, to immediately take possession of any or all of Buyer's Property without obtaining a court order. Seller shall, upon Buyer's request, immediately deliver some or all of Buyer's Property to Buyer either (i) F.O.B. Seller's facility or (ii) F.O.B. Buyer's premises, at Buyer's option. In connection with such delivery Buyer's Property shall be properly packed and marked in accordance with the requirements of the carrier and Buyer. If Seller fails to deliver Buyer's Property in accordance with the provisions hereof, (1) such failure will constitute a breach of the Order and (2) Seller will be subject to liability for, among other things, conversion and responsibility for all costs and expenses incurred by Buyer and Buyer's Customer resulting from such failure and incurred by Buyer to recover such Buyer's Property including, without limitation, attorneys' fees and costs.

(g) Upon the expiration or earlier termination of all or part of the Order, except as otherwise directed by Buyer in writing, Seller shall return or otherwise dispose of, at Buyer's direction, all of Buyer's Property held by Seller and related to the portion of the Order that is expired or terminated within seven (7) days of such expiration or termination date.

20. Seller's Property.

(a) Seller agrees, at its expense, to provide, maintain in good condition, replace as necessary, and insure at a minimum of replacement value, all supplies, materials, dies, tools, molds, jigs, fixtures, machinery, equipment, gauges, designs, patterns, specifications, blueprints, drawings, photographic negatives and positives, art work, copy layout, manufacturing data and all other items, excluding Buyer's Property, that are used in the production of the Products ("Seller's Property").

(b) Seller hereby grants to Buyer an irrevocable option to purchase some or all of Seller's Property that is used to produce the Products. The purchase price for Seller's Property shall be the net book value of such Seller's Property, less any amounts already received by Seller for such Seller's Property. Any of Seller's Property purchased by Buyer pursuant to this option shall be delivered free and clear of all liens, claims and other encumbrances. This option may be exercised by Buyer regardless of whether Seller has breached any terms of the Order or not, but shall not apply to any of Seller's property that is substantially used for the production of items that Seller does not provide to Buyer.

21. Compliance with Laws.

(a) Seller agrees to comply with all applicable U.S. and foreign federal, state and local laws, rules, regulations, executive orders, conventions, ordinances or standards ("Law") including, without limitation, Laws that relate to the manufacture, disposal, labeling, transportation, importation, exportation, licensing, approval or certification of the Products or any items produced or used in connection with the Order. The Order shall be deemed to include and incorporate by reference all clauses required by the provisions of such Laws. Without limiting the generality of the foregoing, Seller agrees to comply with all Laws and/or industry standard safety constraints on restricted, toxic and hazardous materials as well as the environmental, electrical and electromagnetic considerations, in each case as applicable to the country of manufacture and sale.

(b) In addition to and in no way limiting the foregoing, Seller and its contractors and suppliers performing work on Buyer's or Buyer's Customer's premises must comply with regulatory requirements related to all work performed on such premises, including requirements applicable to: lockout/tagout, confined space, electrical safety, powered industrial trucks, personal protective equipment, welding/cutting, hazardous communication, industrial/hazardous waste, and similar requirements. If Seller and its contractors and suppliers do not have adequate programs in place to meet such requirements, Seller and its contractors and suppliers must comply with Buyer's or Buyer's Customer's specific written programs related to such requirements. In addition, Seller and each of its contractors or suppliers must sign Buyer's or Buyer's Customer's facility specific health, safety, and environmental policy prior to commencing work at Buyer's or Buyer's Customers' facilities.

(c) In order to comply with the Buyer's Corporate Social Responsibility policy (namely refer to the Code of Ethics as available through links provided on Buyer's website at <http://novaresteam.com>), the Seller shall adopt a similar policy and ensure that those fundamental rules are applied and respected by it, its employees, agents and/or subcontractors. Especially, the Seller shall commit to no child or forced labor, non-discrimination principle and fair business practices.

The Seller shall ensure the compliance with any law in relation with risk prevention, anti-fraud and anti-bribery, anti-money laundering and take all appropriate measures, including information and control, to ensure that its employees, agents, subcontractors will take and comply with the same commitments.

To ensure the compliance with the items listed above, the Seller shall, upon request of the Buyer, provide such supporting evidence of its compliance with this Section 21 (c) as the Buyer may reasonably require.

The Seller shall promptly report to the Buyer, in writing, any apparent or threatened breach of the provisions of this Section 21 (c).

(d) Seller shall (i) ensure its compliance with the Data Protection legislation applicable to the Seller (ii) take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Seller and the Buyer data and use Buyer data only for the performance of an Order, (iii) conclude all necessary data processing agreements with the Buyer as required by the Data Protection legislation applicable to the Buyer, as the case may be, (iv) take all reasonable steps to ensure that all its agents, partners, and subcontractors comply with all the provisions set out above whenever they are processing Seller or Buyer personal data and (v) in general, cooperate with the Buyer in order for the latter to be in compliance with the applicable Data Protection legislation (vi) if the Seller transfers personal data to the Buyer related to its representatives, employees or other persons who act in the name or on behalf of Seller, ensure it has previously inform and obtain the consent of whom may be concerned to disclose such data. The Seller will remain responsible to inform Buyer of the rectification or removal of the personal data assigned to Buyer.

22. Confidentiality - Proprietary Information.

(a) Seller shall keep confidential and not use for any purpose other than fulfilling Seller's obligations under the Order all information, drawings, specifications, inventions, engineering notices, financial information, technical data or other data furnished by Buyer all of which shall be returned to Buyer upon demand or upon completion by Seller of its obligations under the Order.

(b) Seller shall not advertise or publish the fact that Seller has contracted to provide the Products to Buyer and shall not use any trademarks or trade names of Buyer in any media releases, public announcements or public disclosures relating to the Order or its subject matter without the written consent of Buyer, which consent may be refused with or without cause or explanation. This restriction includes any advertising or marketing materials, customer lists or business presentations, but does not include any announcement intended solely for internal distribution by Seller or any disclosure required by legal, accounting or regulatory requirements. Seller agrees to submit to Buyer all advertising, sales promotions, and other publicity materials in which Buyer's name is mentioned or language is used from which a connection to Buyer's name may be reasonably inferred or implied.

23. Intellectual Property.

(a) Buyer owns and shall retain all rights, title and interests, including all intellectual property rights, in and to all Products, tooling, deliverables, data, manuals, manufacturing processes, industrial designs, technical information, specifications, know-how, compilations of information and other materials, whether legally entitled to protection or not, that are developed in the course of, or otherwise in connection with, Seller's fulfillment of the Order ("Developed Items"). All Developed Items are Buyer's Property as provided in Section 19. To the extent permitted by law and that Seller owns any pre-existing rights in such Developed Items, Seller acknowledges that all potential intellectual and industrial property rights in such Developed Items have been developed for and pursuant to an Order from the Buyer, therefore they are exclusively owned by the Buyer (under the work-for-hire legal regime); notwithstanding the foregoing, the Seller hereby irrevocably assigns to Buyer any and all remaining rights, title and interest, including all industrial property rights, in such Developed Items. Seller also agrees to assign, or cause to be

assigned, all right, title and interest in Seller's or Seller's employees' intellectual property rights in the Developed Items to Buyer and holds Buyer harmless in case of any challenges originating from Seller employees. Seller agrees to provide reasonable assistance to Buyer, at no cost, regarding Buyer's efforts to protect Buyer's intellectual property rights in the Developed Items, including without limitation, by signing and/or causing its employees to sign any required papers to enable Buyer to obtain patent, trademark, copyright or other legal protection. Seller acknowledges that any remuneration due for the Developed Items is included in the purchase price of the Products. All assignments made under this clause are made in consideration of the Price that Buyer pays to Seller, which is deemed to be a fair, equitable and duly negotiated assignment fee that Seller receives from the Buyer in exchange of the transfer of the rights of ownership in such intellectual property. Any and all assignments made by Seller to Buyer are made in consideration of any and all known territories, are exclusive and are made for the entire duration of protection that the applicable laws and regulations provide in respect of each and every of the intellectual property rights thus assigned by Seller to Buyer.

(b) Seller hereby grants to Buyer, Buyer's Customer, and their respective affiliates, subsidiaries, successors and assigns, as well as the users of the Products or items into which the Products are integrated (collectively "Licensees"), a transferable, sublicenseable, non-exclusive, irrevocable, worldwide license ("License") to all intellectual property that does not constitute Developed Items, that is owned or controlled by Seller or its affiliates and that is related to the production of the Products, including without limitation, intellectual property rights in, or otherwise necessary for the intended use of, any Buyer's Property, as well as patents, industrial designs, works of authorship, drawings, prints, specifications, manuals, technical information, know-how and processes of manufacture ("Seller's Intellectual Property"), in order to allow Licensees to use, sell, offer to sell, import, make, have made, repair, reconstruct, rebuild and relocate the Products or items into which the Products are integrated.

(c) The License shall be in effect from the Effective Date until the latter of (i) the end of the second (2nd) Model Year after the Effective Date, (ii) the time Buyer no longer has any obligations to Buyer's Customer related to the Products or items into which the Products are integrated, or (iii) the expiration or termination of the Order ("License Period"). "Model Year" means the model year established by Buyer's Customer with respect to the vehicle or other items into which the Products are integrated or are to be incorporated.

(d) Seller acknowledges that the royalties due for the License Period are included in the purchase price of the Products. In the event Buyer chooses to allow a third party supplier to use Seller's Intellectual Property during the License Period, Buyer and Seller shall negotiate in good faith to determine a reasonable additional royalty fee which will be effective until the expiration of the License Period.

(e) Seller expressly warrants that the design, manufacture, sale or use of the Products does not and will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret or other intellectual property of any third party ("Third Party Intellectual Property"). Seller agrees to indemnify and hold Buyer and Buyer's Customer harmless against all claims, demands, liabilities, losses, suits, damages, and expenses (including attorneys' fees and costs) arising out of or otherwise related to any suit, claim or action for actual or alleged direct or contributory infringement of any Third Party Intellectual Property. If any of the Products are found by a court of competent jurisdiction to infringe any Third Party Intellectual Property, or if Buyer reasonably determines such Products constitute such infringement, Seller shall, at its expense and Buyer's option, either (i) purchase, license, or otherwise obtain rights from the holder of the Third Party Intellectual Property to allow Buyer to continue to use the Products; (ii) supply replacement Products that satisfy Buyer's requirements and do not infringe any Third Party Intellectual Property; or (iii) modify the Products in a manner that avoids infringement of Third Party Intellectual Property and satisfies Buyer's requirements. Seller hereby waives any argument that infringement resulted from compliance with Buyer's specifications or other directives.

24. Records; Audits; Inspections; Reclamations.

(a) Seller shall keep full and accurate books, records, payroll data, receipts, correspondence and other documentation and/or data in any way connected to the Order (collectively, "Records") for the longer of (i) the period in which Seller is required to provide the Products or Service Parts; or (ii) three (3) years following Seller's receipt of the final payments due under the Order ("Record Retention Period"), should the applicable Law does not provide a longer term, in which case these will be kept for the maximum legal period. Buyer has the right, during the Record Retention Period, to examine and audit the Records in order to reconcile Seller's charges under the Order with the

Products provided to Buyer. If an audit reveals a price discrepancy or other non-compliance with the Order, Seller shall pay Buyer for the amount attributable to such discrepancy or non-compliance plus interest at a rate that is the lower of twelve percent (12%) per year, or the maximum rate allowed by Law.

(b) Buyer has the right, upon reasonable advance notice and at reasonable times, to inspect Seller's facilities and all inventories of finished Products, materials, work-in-process, parts, tooling, equipment, fixtures, gauges, models and other items connected with the Order to ensure Seller's compliance with the provisions of the Order. Buyer may, without receiving a court order, reclaim and remove any finished Products or work-in-process sold, or agreed to be sold, to Buyer.

(c) Notwithstanding the foregoing, any inspection, failure to inspect, or removal of Products or work-in-process by Buyer does not relieve Seller of any of its obligations under the Order and does not constitute acceptance of the Products or work-in-process.

25. Specific Terms Applicable to Orders for Lifecycle/Durability Fixtures; Gauges; and Equipment

(a) This Section only applies to Orders for lifecycle and durability fixtures ("Fixtures"), gauges ("Gauges") and equipment ("Equipment"), and to the extent this Section conflicts with other provisions of the Terms, this Section shall govern such Orders.

(b) All Fixtures purchased under the Order must conform to the most recent version of Buyer's lifecycle and durability fixture standards, as may be revised, replaced or amended from time to time.

(c) All Gauges purchased under the Order must conform to Buyer's gauge standards, as may be revised, replaced or amended from time to time.

(d) All Equipment purchased under the Order must conform to Buyer's equipment specifications, as may be revised, replaced or amended from time to time. Buyer's authorized representative must approve and sign off on the equipment to complete the final acceptance process for the Equipment. Final payment for the Equipment will not be made until the equipment is accepted by Buyer's authorized representative and final documentation is received. Seller expressly represents and warrants that the Equipment and all components supplied under the Order shall be free from defects in design and workmanship for a period of twenty-four (24) months commencing with the final acceptance of the Equipment at Buyer's plant. This warranty shall cover parts and labor related to the Equipment for the entire twenty-four (24) month period. Seller shall secure equivalent warranties from its subcontractors on components used in the construction of the Equipment that will also completely cover the twenty-four (24) month warranty period, provided that such subcontractor warranties shall not relieve Seller of any of its warranty obligations.

(e) Seller shall provide AutoCAD drawings and any other electronic data to Buyer for all designs developed in connection with the Order. Final payment will not be made until final documentation is received. Seller shall provide three (3) sets of operation, service and maintenance manuals for the purchased Fixtures, Gauges and/or Equipment.

26. Specific Terms Applicable to Tooling.

(a) This Section only applies to Orders for tooling, and to the extent this Section conflicts with other provisions of the Terms, this Section shall govern such Orders.

(b) All tooling design, build, or rework performed under the Order must conform to the most recent version of Buyer's tooling standards, as may be revised, replaced or amended from time to time.

(c) Seller is to provide AutoCAD drawings and any other electronic data to Buyer for all designs developed in connection with the Order. Supplier is to provide three (3) sets of operation, service and maintenance manuals for the purchased tooling.

(d) Buyer reserves the right to audit all tooling invoices (“Tooling Audit”) and adjust the pricing of the tooling if necessary to cover only the actual reasonable cost of the tooling. Such Tooling Audits may include, without limitation, copies of Seller’s cancelled checks and bank statements and any other information or records that may be relevant in determining Seller’s cost for the tooling.

(e) Except as otherwise provided in the Order, payment for tooling will be made after completion of all of the following: (i) the Tooling Audit; (ii) shipment of the mold; (iii) production of parts from the mold that meet Buyer’s specifications; (iv) delivery of mold data to Buyer, including mold design drawings and 3D mold design; and (v) an acknowledgement by Buyer’s project manager that all open issues have been resolved. Final approval and payment for the tooling is contingent upon Buyer’s verification of the tool build and Supplier’s submission of PPAP-capable parts.

(f) Buyer will not accept final invoicing for the Order without the following documentation (which shall be provided on CD in IGES format to the extent possible): (i) drawings of tool designs/3D surfaces representing final construction showing parting lines, run-offs, and shut-offs; (ii) tool drawings representing final construction with all engineering changes (signed by Buyer’s authorized tool engineer); and (iii) cutter path math data representing final construction.

(g) Seller is solely responsible for packaging the tooling for shipment in a manner that will prevent damage in transit. Except for very small mold details, packaging molds or mold details in cardboard containers for handling by third party shippers is unacceptable. In the event of shipping damage or loss, Seller shall be responsible for providing credible evidence that the tooling was packaged so as to prevent damage in transit. Supplier is solely responsible for repair or replacement costs for any tooling damaged in transit where packaging is questionable. Supplier is responsible for ensuring that its subcontractors package the tooling for Buyer according to the above requirements.

(h) In addition to any other warranties specified herein, Seller expressly represents and warrants that the tooling and all components supplied under the Order shall be free from defects in design and workmanship for a period of twenty-four (24) months commencing upon the final acceptance of the tooling at Buyer’s plant. This warranty shall cover parts and labor for the entire twenty-four (24) month period. Seller is to secure from its subcontractors equivalent warranties on components used in the construction of this equipment that will completely cover the twenty-four (24) month warranty period, provided that such subcontractor warranties shall not relieve Seller of its warranty obligations.

27. Assignment.

(a) Neither the Order nor any interest therein may be assigned by Seller without the prior written consent of an authorized representative of Buyer, which consent may be refused with or without cause or explanation. A change in control of Seller, whether through stock sales or exchanges or the sale of all or substantially all of Seller’s assets, shall constitute an assignment hereunder.

(b) Buyer may assign the Order, and/or any interest therein, to any third party without the knowledge or consent of Seller.

28. Governing Law and Choice of Forum. In the event that Buyer is organized in the United States, (i) the Order shall be construed and governed in accordance with the internal Laws of the State of Michigan, without regard to conflict of laws provisions, (ii) any litigation between Seller and Buyer relating to the Products or the terms of the Order, other than litigation premised solely on federal subject matter jurisdiction, shall be brought exclusively in the Circuit Court for the County of Oakland, and (iii) litigation based upon federal subject matter jurisdiction shall be brought and adjudicated exclusively in the United States District Court for the Eastern District of Michigan. In the event that Buyer is organized in a country other than the United States, (i) the Order shall be construed and governed in accordance with the internal Laws of the country (and state/province, if applicable) where Buyer is organized, without regard to conflict of laws provisions and (ii) any litigation between Seller and Buyer relating to the Products or the terms of the Order shall be brought exclusively in the courts of the country (and state/province, if applicable) where Buyer is organized. The parties stipulate the referenced venues are convenient. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

29. Limitation of Actions and Damages.

(a) Seller waives its right to bring any action arising out of or otherwise connected to the Order that is not commenced within one (1) year of the date of the event giving rise to such action, regardless of Seller's knowledge or lack of knowledge of such event.

(b) IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANYONE ELSE FOR SPECIAL, ANTICIPATED PROFITS, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THE ORDER.

30. Remedies.

(a) All rights and remedies reserved to Buyer under the Order are cumulative with, in addition to, and not in replacement of, any other rights and remedies available to Buyer in Law, equity or otherwise, and Buyer shall have the right to enforce the provisions of the Order under any legal, equitable or other applicable means.

(b) Without limiting the generality of the foregoing, Seller agrees to reimburse Buyer for any special, incidental, consequential or other damages, including without limitation, lost profits and attorneys' fees and costs caused or incurred directly or indirectly in connection with Seller's breach of any terms of the Order, including without limitation Seller's delivery of defective or nonconforming Products. Seller also acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order by Seller and that, in addition to all other rights and remedies that Buyer may have, Buyer is entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without the requirements of a bond or other security.

31. Indemnification.

(a) Seller agrees to indemnify, defend and hold harmless, as applicable, Buyer Entities, and/or their respective directors, officers, employees and agents from any lawsuits, claims, demands, actions, judgments, settlements, fines, costs, fees (including attorneys' fees and costs), losses, liabilities, damages (including consequential, incidental and punitive damages) and other expenses, whether arising out of contract, tort, strict liability, warranty or otherwise (collectively, "Damages"), incurred in connection with (i) the design, manufacture, sale or use of the Products (including without limitation Damages incurred in connection with a Recall, as described in Section 15); (ii) Seller's representations or warranties (iii) Seller's performance or failure to perform its obligations under the Order; or (iv) Seller's failure to comply with applicable Laws. Seller's indemnification obligations shall not be limited in any way as a result of Seller's compliance with Buyer's design, specifications or other directives.

(b) In the event that any of Seller's employees or subcontractors perform any work on Buyer's or Buyer's Customer's premises in providing the Products or otherwise performing duties related to the Order, Seller agrees to indemnify and hold harmless, as applicable, Buyer Entities, Buyer's Customer, and/or their respective directors, officers, employees and agents from any Damages incurred in connection with any injuries, deaths or damages to property that occur in connection with the use of such premises, except to the extent Buyer's or Buyer's Customer's gross negligence is responsible for such Damages.

32. Insurance.

(a) In addition to Seller's other insurance obligations, Seller shall obtain and maintain, at its expense, insurance in such amounts and coverage levels that are at least minimum standards in the automotive supply industry, required by applicable Laws, specified in the Order, and/or requested by an authorized representative of Buyer or Buyer's Customer. Without limiting the generality of the foregoing, and without being exhaustive, Seller shall subscribe a fully comprehensive insurance/ professional indemnity to cover:

(i) its assets but also the Buyer's Property and related consequences (namely business interruption, additional charges, ...)

(ii) its General and Products Liabilities, covering *inter-alia* non-consecutive immaterial damages/ financial losses.

Such insurance shall, at a minimum, (i) be provided through an insurance company satisfactory to Buyer; (ii) cover the replacement value of Buyer's Property and Seller's Property; (iii) require thirty (30) days' notice to Buyer prior to any reductions or eliminations in the amount or scope of coverage; and (iv) name Buyer (and if Seller is performing work at Buyer's Customer's facilities, Buyer's Customer) as an additional insured.

Unless otherwise specified by an authorized representative of Buyer and if relevant according to Law, the following are the minimum amounts of insurance Seller must obtain:

Type of Insurance	Minimum Amount of Coverage (all amounts in U.S. dollars)
Comprehensive General Liability (including contractual liability coverage)	\$1,000,000
Workers Compensation	Greater of statutory requirement or \$1,000,000
Umbrella coverage	\$5,000,000
Professional indemnity	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

(b) Seller shall provide to Buyer before beginning work under the Order, and thereafter within ten (10) days of Buyer's request certificates evidencing the required insurance coverage with the description of the covered damages (bodily injuries, property damages and pure financial losses), and the purpose of contract. This insurance certificate shall specify that the insured has paid its premium. If Seller is a self-insurer, the certificate of the appropriate state agency must be sent directly to Buyer. Seller agrees to grant a waiver of subrogation on all lines of coverage.

(c) Neither the purchase of such insurance coverage nor the furnishing of the required certificates to Buyer shall be in satisfaction of Seller's obligations or liabilities under the Order, including without limitation its indemnification obligations.

33. International Issues.

(a) In order to allow Buyer to comply with its obligations regarding customs, tariffs and other trade related matters, Seller agrees to provide Buyer, at Buyer's request, with NAFTA certificates of origin and/or other certificates of origin or similar documents applicable to the Products or the materials contained in or otherwise used in connection with the Products. Seller also agrees to provide to Buyer, upon request, all documents and other information required for customs drawback purposes and to otherwise assist Buyer in preparing any applications or other documents required for such purposes.

(b) Seller shall be responsible for all export licenses or other authorizations necessary to export the Products unless otherwise agreed in writing signed by an authorized representative of Buyer, in which case Seller shall provide Buyer with all required documents and other information that may be necessary to allow Buyer to obtain such licenses or authorizations. To the extent available, Seller shall take all appropriate actions and provide all information and documentation necessary to ensure that any imports or exports are covered by any free trade zone or duty deferral programs. Any trade credits, export credits, refunds of duties, taxes or fees or any other credits or benefits that arise from the Order shall belong to Buyer.

(c) Seller shall be solely responsible for any errors or omissions in any of the documents or information provided pursuant to this Section 33, or failure to provide the requested information, and shall indemnify Buyer for

any fines, taxes, fees, duties or other costs to the extent they are attributable to Seller's errors, omissions or failure to provide information. In addition, Seller agrees to comply with all security procedures required by the Customs-Trade Partnership Against Terrorism ("C-TPAT") and to share with Buyer any audit or inspection information related to C-TPAT inspections and/or validations at Seller's location.

34. Subcontracting. Without regard to any references herein to Seller's subcontractors or suppliers, Seller shall not subcontract any of its obligations under the Order without Buyer's knowledge and express written consent, which consent may be refused with or without cause or explanation. In the event Buyer consents to such subcontracting, Seller shall require that all subcontractors comply with all obligations of Seller and/or Seller's subcontractors under the Order.

35. Ingredients and Materials Disclosure and Compliance. Seller shall promptly furnish to Buyer in whatever form and detail Buyer requests (i) a list of all ingredients and materials incorporated in the Products, (ii) the amount of such ingredients and materials, and (iii) information concerning any changes in or additions to such ingredients and materials. Before shipping the Products, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the Products, containers and packing) of any dangerous goods or hazardous material that is an ingredient or a part of any shipment of Products, together with such special handling instructions necessary to advise the involved carriers, Buyer, and their respective employees how to exercise that measure of care and precaution that will comply with any Laws and best prevent bodily injury or property damage in the handling, transportation, processing, registration, use, disposal or recycling of the Products, containers and packing shipped to Buyer. Seller shall comply with all applicable federal, state, local and foreign Laws pertaining to product and warning labels. If Products are shipped by Seller to European destinations, before shipments are made, Seller shall notify Buyer of the "Classification of Dangerous Goods" as required by the European Agreement concerning the "International Carriage of Dangerous Goods". Upon Buyer's request, Seller will certify to Buyer in writing the origin of any ingredients or materials in the Products. Seller will promptly provide, in writing, any information regarding the Products requested by Buyer or Buyer's Customers so that Buyer and Buyer's Customers may comply in a timely manner with reporting requirements under applicable Law with respect to consumer protection, "conflict minerals" or similar materials, ingredients, chemicals or substances, if any. Any packaging made of wood (including pallets) must conform to the international wood packaging standards and regulations, namely USDA Regulations on Wood Packaging Material Imports and Mexican regulations. In the event Seller fails to comply with such standards, Seller shall be liable for all related replacement and transportation costs.

36. Entire Agreement. The Order constitutes the entire agreement between the parties and cannot be altered or changed without Buyer's written request or consent, which consent may be refused with or without cause or explanation. The Order supersedes any previous oral or written communications related to Buyer's purchase of the Products from Seller, including without limitation, provisions in Buyer's request for quotes, Seller's quotations, proposals, or acknowledgements and/or any other documents prepared by Buyer or Seller. Notwithstanding the foregoing, any specifications, drawings, designs, samples or other descriptions for the Products furnished by Buyer and/or any purchase price reductions described in any such documents shall remain effective after the Order is issued. No Order may be explained, supplemented or qualified through evidence of trade usage or a prior course of dealing.

37. Miscellaneous.

(a) Seller and Buyer are independent contracting parties and nothing in the Order shall be interpreted as making either party the agent or legal representative of the other for any purpose whatsoever, or as constituting between both Parties any privileged partnership, joint-venture, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

The Seller remains solely and exclusively responsible for determination on working conditions, training, remuneration and any decision related to its employees or agents that are involved in the completion of the Order. Accordingly, the Seller shall hold harmless the Buyer in regard to any request from such employees and/or agents.

(b) Each of Seller's obligations representations, warranties and covenants contained in the Order shall survive the expiration or earlier termination of the Order except to the extent the Order provides otherwise.

(c) Any waiver by Buyer of a provision of the Order or of any of Buyer's rights or remedies under the Order must be in writing and signed by an authorized representative of Buyer in order to be effective. Buyer's failure or delay in enforcing any of its rights or remedies under the Order at any time will not be deemed to be a waiver and will not affect the validity of the Order or prejudice Buyer's right to take subsequent actions.

(d) Seller agrees that its acceptance of the Order constitutes its consent to, and understanding of, all of the terms of the Order and that no presumption of interpretation in favor of either party shall be made. The headings and/or titles used to describe Sections or paragraphs hereof are included for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of or otherwise affect the interpretation of the contents of such Sections or paragraphs. The necessary grammatical changes required to make the provisions of the Order apply either to corporations or other entities or to individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. Notwithstanding that some references may say "include" or "including" and others "include without limit," "including without limitation" or similar phrases, references to "include" or "including" shall mean "include without limit" or "including without limitation" unless expressly and specifically provided to the contrary.

(e) Whenever possible, each provision of the Order shall be interpreted in such a manner as to be effective and valid under applicable Laws. If any provision of the Order is held to be prohibited by or invalid under applicable Laws, such provision will be deemed restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable Laws, and, if capable of substantial performance, the remaining provisions of the Order will be enforced as if the Order were entered into without the invalid provision.

(f) THE PARTIES ACKNOWLEDGE THAT THE CONSTITUTIONAL RIGHT TO TRIAL BY JURY MAY BE WAIVED. THE PARTIES, AFTER CONSULTING WITH OR HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE, CHOOSE TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR OTHERWISE CONNECTED WITH THE SUBJECT MATTER OF THE ORDER OR ANY DOCUMENT IN ANY WAY RELATED TO THE ORDER.

(g) All communications between Buyer, if Buyer is organized in North America, and Seller will be in English, unless otherwise specified, or expressly agreed to (in writing), by Buyer. In the event that Buyer is organized in a country outside of North America, all communications between Buyer and Seller may be in English or the language of the country in which Buyer is organized, unless Buyer specifies, in writing, that such communication will only be in English or another specified language.