

ROUSH PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. Definitions. The word "Buyer," whenever used in a Purchase Order or these General Terms and Conditions shall mean the Roush entity identified on the face of the issued Purchase Order, namely **ROUSH INDUSTRIES, INC., or ROUSH MANUFACTURING, INC., or ROUSH CORPORATION, or ROUSH PERFORMANCE PRODUCTS, INC., or KOVINGTON PERFORMANCE HOLDINGS, INC., or ROUSH MANAGEMENT, LLC, or ROUSH MERCHANDISING, LLC, or ROUSH CLEANTECH, LLC,** or its parent or affiliates. The party with which a Purchase Order is placed, is interchangeably referred to on the face of the Purchase Order and these General Terms and Conditions as "Vendor" or "Seller." The goods, or services or both covered by a Purchase Order are individually and collectively referred to as the "Product(s)". When referring to goods, "Product(s)" includes all parts, components, portions, items, attachments, repairs, replacements, and substitutions thereof. The terms "Purchase Order", "Order" "herein," "hereby," and "hereunder" as interchangeably used in a Purchase Order and these General Terms and Conditions, shall mean and include an individual Purchase Order, a Blanket Order, a Release, a Tooling Order, an Addendum, or other similar document(s) or written authorization and these General Terms and Conditions, approved by Buyer and issued to Seller for the purchase and sale of Product(s). "Forecast(s)" means written estimates, forecasts or projections of Buyer's future volume or quantity requirements for Product(s) that may be issued in connection with a Blanket Order, such as a tentative delivery schedule included with a Release. "Forecast Period" means the period of time covered by a Forecast(s). "Buyer's Facility" means the facility of Buyer, the address of which appears on the face of the Order. "Interest" means interest on the principal amount owed and accruing from demand through the date of repayment at the prime rate of Comerica Bank, as adjusted from time to time, plus (1%) per annum. "Party" means any natural person, corporation, partnership, governmental authority, or other legal entity. "Third Party" means any Party other than Buyer or Seller. "Seller Document" means any bill of lading, quotation, acknowledgment, invoice, or other document(s) issued by Seller to Buyer for Product(s). The term "days" means calendar days. The terms "document(s)" means one or more documents in paper or electronic form.

2. Entire Agreement; No Modification The Order together with these General Terms and Conditions, as may be amended from time to time, and made available or issued by Buyer electronically or in paper, is the entire and only agreement between Buyer and Seller for the purchase and sale of the Product(s) identified in the Order. No modification of the Order or these General Terms and Conditions shall be effective unless made in writing and signed by Buyer's authorized representative. Any agreements, negotiations, or understandings of the parties before the date of the Order, whether written or oral, are merged into and superseded by the Order. Reference in the Order to any Seller Document does not imply Buyer's acceptance of any terms and conditions therein, which, if in addition to or inconsistent with the terms and conditions contained in the Order, shall not be part of the agreement between the parties.

3. Revocation; Acceptance. Buyer may revoke the Order issued to Seller at any time and without liability to Seller before Seller's acceptance. Any Seller Document that contains terms additional to, different from, or inconsistent with the terms of the Order, or a rejection of any term of the Order, shall be deemed a counter-offer to Buyer and shall not be binding upon Buyer unless specifically accepted in writing by Buyer. This clause shall constitute a continuing objection and rejection to any such Seller Documents or terms therein not specifically accepted by Buyer. Seller's commencement of work on the Product(s), or shipment of Product(s), whichever occurs first, in the absence of written acceptance of Seller's counter-offer by Buyer, shall be deemed to be Seller's acceptance of the Order and an acceptance by Seller; regardless of any prior dealings between the parties or usage of trade, each of which are hereby expressly excluded. Any acceptance by Seller is limited solely to the express terms in the Order.

4. Product Fabrication; Shipping Schedules.

4.1 Seller shall not fabricate any of the Product(s) or procure any of the materials required for their fabrication, and Buyer shall have no obligation as to the same, except as expressly authorized in the Order or in written instructions forwarded to

the Seller by Buyer. Deliveries are to be made in the quantities and at the times specified on the face of the Order or in written instructions forwarded to the Seller by Buyer. However, Buyer may from time to time change such Product(s) quantities and delivery times (each of which are of the essence), or direct temporary suspension of the scheduled deliveries, without any liability to Seller whatsoever other than as expressly provided in Section 13 below.

4.2 For a Blanket Order, the offer for purposes of Section 3 above is made when Buyer issues a Release to Seller. Acceptance of a Release constitutes Seller's agreement to sell to Buyer the quantity of Product(s) authorized by the Release, pursuant to the Blanket Order, and to deliver such Product(s) at the times specified. Further, if Buyer includes a Forecast(s) with a Release, then acceptance of the Release also constitutes Seller's agreement to supply Buyer's requirements of Product(s) for the duration of the Forecast Period, up to the total quantity of Product(s) identified in the Forecast(s). Subsequent Releases issued to Buyer, in addition to authorizing further production and delivery of Product(s), may update and/or extend the Forecast(s) included with the previous Release. Acceptance of the Release constitutes Seller's agreement to supply Buyer's requirements of Product(s), pursuant to the Blanket Order, for the duration of the Forecast Period, as revised. Prior to acceptance of the Release, Seller may elect to deliver written notice to Buyer, conspicuously titled, "Notice of Non-Renewal", stating that Seller does not desire to continue performing under the applicable Blanket Order past the last delivery date in the previous Forecast(s) issued by Buyer (the "Termination Date"). Buyer and Seller will confirm in writing their agreement to the Termination Date. Notwithstanding Seller's delivery of a Notice of Non-Renewal, Seller shall **(a)** deliver quantity of Product(s) authorized by the most recent Release and deliver such Product(s) at the times specified; and **(b)** continue to supply Buyer's requirements of Product(s), up to the total quantity of Product(s) identified in the previous Forecast(s), through the Termination Date.

4.3 Buyer Forecasts are not a commitment by Buyer to purchase the quantities specified in the Forecast(s). Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any Forecast(s). Seller acknowledges that Forecast(s) are for informational purposes only and, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and which may not be accurate at the time they were made or later on.

5. Delay in Delivery. If Seller, for any reason, does not comply with Buyer's delivery schedule, of which time is of the essence, Buyer at its option may (a) require expedited shipment of the Product(s) and Seller shall solely bear the cost difference of such transportation, (b) approve a revised delivery schedule, or (c) immediately terminate the Order without liability to Seller on account thereof.

6. Title and Risk of Loss; Payment Not Acceptance. Title to and risk of loss of all Product(s) subject to the Order shall, unless otherwise expressly indicated on Seller's Purchase Order, remain with Seller until delivery and acceptance of the Product(s) at Buyer's Facility, Buyer's customer's facility, or at a consolidator's location if one is used. Payment for Product(s) shall not constitute acceptance, and all Product(s) shall be subject to Buyer's inspection and rejection at Buyer's Facility or Buyer's customer's facility. Neither Buyer's payment for nor acceptance of Product(s) shall constitute acknowledgment of the absence of breach of warranty or limit any of Buyer's rights under the Order.

7. Payment of Seller's Invoice; Taxes. Seller must invoice Buyer no later than 90 days from the date Buyer takes delivery of Product(s). Seller understands and agrees that Buyer shall not pay any Seller invoice not received within such 90-day period. Further, Buyer shall not be obligated to pay any Seller invoice for Product(s) ordered hereunder that does not correctly reference Buyer's purchase order number. Except as may be otherwise provided on the face of the Order, the Seller shall pay out of the Order price all federal, state, and local taxes applicable to any provision of the Product(s). Payment will not constitute acceptance of nonconforming Product(s), nor will it limit or affect any of the Buyer's rights hereunder.

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8. Infringement; Use of Product(s) Licensed. Seller warrants that the Product(s) and the sale and/or use of Product(s) (before or after incorporation into goods during manufacture) do not and will not infringe any patents or other intellectual property rights, United States or foreign. Seller warrants that it is aware of the uses to which the Product(s) are to be put, and grants to Buyer, and each party or entity to which the Product(s) are provided, a free, unrestricted, irrevocable and perpetual license to use, repair and reconstruct the Product(s) in any manner, and warrants that Seller has full right to grant said license.

9. Warranties; Remedies. (a) In addition to any other express and implied warranties provided by law or otherwise, Seller warrants that the Product(s) (whether goods or services) shall: (i) be new and conform to the Order in all respects; (ii) conform to all specifications, drawings, samples and other descriptions furnished and/or specified by Buyer; (iii) be merchantable and fit for the purpose for which intended; and (iv) be free from all defects in design, workmanship and materials and be of highest quality and workmanship, and performed according to the professional standards recognized by Seller's industry. Seller's warranty term for Product(s) shall be coterminous with the warranty extended by Buyer to its customers. Seller's liability for breach of any warranty given in this Section may be determined by Buyer's analysis of a sample of Product(s) against which claims are made that the Product is defective. Seller may participate in such analysis in accordance with Buyer's procedure. (b) Seller also expressly warrants that title to all of the Product(s) shall be vested in Buyer free and clear of any and all liens and encumbrances of whatsoever nature and kind. All warranties of Seller, express and implied, and remedies of Buyer, in this Section or elsewhere, including Seller's sales literature for Product(s), shall survive indefinitely any delivery, inspection, test, acceptance, and payment. (c) Upon any breach of warranty, in addition to all other remedies available under the Order or under applicable law or in equity, Buyer may, at its option: (i) cancel all or any portion of the Order; (ii) require the Seller to repair or replace any or all Product(s) in the form of goods and/or re-perform any and all Product(s) in the form of services, at Buyer's option and at Seller's sole expense, either at Buyer's Facility or at any other location designated by Buyer; (iii) require Seller to pay all transportation and any other charges arising from, without limitation, the handling, inspection (Buyer or that of a Third Party), repackaging, certifying, processing, delivery, storage and return of Product(s); (iv) purchase replacement Product(s) (whether goods, services or both) from a Third Party and charge the same to Seller; (v) require or implement, at Seller's sole expense, additional Inspection Audits per Roush Quality Procedures/Policies, up to and including Controlled Shipping-Level 1 (final additional inspection/certification by Seller before shipment of the Product) and Controlled Shipping-Level 2 (Level 1, plus a third party inspection/certification of the Product); and/or (vi) collect from Seller all costs and expenses (including without limitation, any handling, inspection (Buyer or that of a Third Party), repackaging, certifying, and attorneys' fees) incurred by Buyer as a result of Seller's unreasonable denial or enforcement of the warranties provided in the Order.

10. Default. Seller shall be in default under the Order if (a) Seller does not comply with the Order in all respects; or (b) Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller; or (c) Seller fails to provide Buyer with adequate assurance of Seller's ability to perform its obligations under the Order within 5 days of Buyer's written notice to Seller of Buyer's concern that Seller's financial or other condition or progress on the Order endangers timely performance. Upon any default of the Order, in addition to all other remedies hereunder at law or in equity, Buyer may cancel all or any part of the Order without liability except to pay the contract price for Product(s) delivered and accepted in accordance with the Order before notice of cancellation, purchase from a Third Party replacement Product(s) ordered hereunder and recover from Seller on demand any and all increased costs or other damages relating thereto, plus Interest and any attorneys' fees incurred by Buyer as a result of said default, costs of suit and other damages.

11. Remedies Cumulative; No Waiver. Buyer's remedies relating to the Order shall be cumulative and in addition to any other remedies provided herein or by law or in equity. No delay by Buyer in the enforcement of any provision of the Order shall constitute a waiver thereof, and no waiver thereof shall constitute a waiver of any other provision.

12. Indemnification. Seller agrees to indemnify, defend and hold harmless the Buyer, its affiliates, customers and each other Party to which Product(s) are provided, and each of their shareholders, directors, officers, employees and agents (hereinafter individually and collectively called "indemnitee(s)"), on demand, from and against, and without limitation any and all claims, demands, actions, causes of action, suits, costs, fees, penalties, damages (consequential and otherwise), attorneys' fees and all other liabilities and obligations whatsoever (individually and collectively "Losses") arising out of or relating to: (a) personal injuries, damages or death to any natural person or damage to any property (including but specifically not limited to injuries, death or damages to the Seller, its employees, agents, representatives and/or property) or any spill, discharge or emission of Product(s), material, substances or hazardous wastes which relates, in whole or in part, to (i) any manufacturing, design or other defect, failure to warn, improper handling, improper operating or installation instructions or other act or omission whatsoever of Seller with respect to any of the Product(s), or (ii) the performance by Seller of any Product(s) in the form of services, whether on the property of Buyer, Seller or any Third Party; (b) any breach of warranty made by or on behalf of Seller with respect to the Product(s) or otherwise and any claim of a Third Party relating to any Product(s) or their quality; (c) any breach of the Order or any other agreement between Buyer and Seller; (d) any recall campaign, field service action, or any other corrective service actions in which Buyer or any customer of Buyer participates in connection with inclusion of Product(s) in goods sold by Buyer or Buyer's customer; and/or (e) patent or copyright infringement claims against Product(s) provided by Seller, even if they are made to Buyer's specifications.

To the maximum extent permitted by applicable law, Seller's indemnification shall be applicable even as to Losses caused in whole or in part by an indemnitee(s) negligence, but shall not apply to the extent that Losses are clearly shown to have resulted solely and directly from the gross negligence or willful misconduct of such indemnitee(s). In furtherance and not in limitation of the foregoing, Seller agrees that it will pay Interest to Buyer, on demand, on all indemnification amounts owed, and Buyer may at its option participate in the defense of any Third Party claim with its own counsel at Seller's expense.

13. Change or Cancellation for the Convenience of Buyer.

13.1 Buyer's Right to Changes and Cancellations. All quantities of Product(s) ordered herein are estimates only. Buyer reserves the right, for any reason, to cancel any undelivered portion of the Order. Further, Buyer may make changes, without limitation, in the design (including drawings, specifications, and materials), quantity, type, processing, method of packing or shipping, and/or the date and place of delivery of the Product(s).

13.2 Seller's Right to Payment for Changes or Cancellations. Provided that the Seller shall (a) use its best efforts to return, resell or re-use unshipped Product(s) or components that were not specially manufactured for Buyer, and (b) notify Buyer of Seller's need for a price adjustment in writing within 10 days after Seller's receipt of Buyer's change notice, then Seller shall be entitled to an equitable price adjustment for any changes pursuant to Section 13.1 that materially affect Seller's costs associated with Product(s) that are specially manufactured for Buyer. Upon cancellation pursuant to Section 13.1, subject to the other provisions of the Order, Buyer shall only pay Seller for:

- (i) Product(s) delivered and accepted before such cancellation or change which fully conform to the Order;
- (ii) undelivered finished Product(s) that fully conform to the Order, were, prior to Seller's receipt of Buyer's notice of cancellation or change, produced in accordance with delivery schedules specified in the Order or approved by the Buyer; and are transferred to Buyer;

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(iii) actual costs (subject to the limitation provided in this Section below) incurred for work-in-process and raw materials that: are not damaged or destroyed, were not purchased by a third party with the Buyer's prior written authorization, cannot be used by the Supplier to produce goods for itself or other customers, and are transferred to Buyer.

(iv) any other costs or allowances that Buyer, in its sole discretion, may elect to pay.

13.3 Limitation on Costs. Buyer will be liable for costs pursuant to Section 13.2 above only to the extent that any work-in-process and raw materials were acquired pursuant to express authorization in the Order or in written instructions forwarded to the Seller by Buyer, to complete quantities of Product(s) to be delivered in accordance with firm commitment delivery dates specified by the Order.

13.4 Process for Submitting Claims. Any claim seeking a payment from Buyer as the result of a cancellation pursuant to this Section 13 must be submitted within 30 days after Seller's receipt of Buyer's notice of cancellation. The claim must include sufficient supporting data to permit Buyer to verify and substantiate the claim. If necessary, Supplier may request an extension of the submission deadline, provided that it does so within the 30-day submission period.

13.5 Payment Not a Waiver. Any amount paid by Buyer pursuant to this Section 13 will not be deemed to be a waiver of any breach by Supplier or any amount otherwise due to Buyer under the Order.

14. Buyer's Property. Seller shall not purchase for the account of Buyer or charge to Buyer, without limitation, any tools (prototype and/or production), jigs, molds, dies, fixtures, patterns or other equipment (collectively, "Tools") used or useable for producing Product(s) pursuant to the Order, unless such Tools have been listed on Seller's invoice and approved by Buyer in writing. Seller acknowledges that all Tools so approved, all Tools otherwise supplied by Buyer to Seller hereunder, and all Product(s) returned by Buyer for repair or pending replacement (collectively, "Buyer's Property") are and shall be owned by Buyer and used only for the production of Product(s) for Buyer. Seller shall have only temporary possession of Buyer's Property (which shall be deemed to be bailed property from Buyer to Seller) and shall deliver all or any part thereof to Buyer immediately upon demand or automatically upon any bankruptcy or insolvency filing or other event. Seller at its own expense shall maintain and keep all Buyer's Property: (i) indoors and in a controlled environment, (ii) in good working order and condition and fully insured for the benefit of Buyer at all times while in Seller's possession, (iii) will keep it segregated from all other assets and labeled as being the property of Buyer, and (iv) will immediately sign and file any UCC-1 forms required by Buyer in respect thereof. Seller grants Buyer the option of purchasing, at the lower of book value or current market value, any Tools that are not Buyer's Property and have been used exclusively for the manufacture of the Product(s).

15. Services Performed on Buyer's Property; Insurance. If Seller's work under the Order involves operations by Seller on the premises of Buyer or the premises of one or more of its customers, Seller and its employees, agents and subcontractors shall abide and agree to be bound by any and all applicable rules and regulations of Buyer or those of its customers. Seller shall take all necessary precautions to prevent the occurrence of any injury to person(s) or property during the progress of such work. Seller waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's Property on account of any work performed, or materials furnished under the Order and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer. Unless otherwise specified by Buyer, Seller shall be responsible for obtaining and maintaining insurance coverage in amounts not less than the following: **(a)** Workers' Compensation -Statutory Limits for the state or states in which the Order is to be performed (or evidence of authority to self-insure); **(b)** Employer's Liability - \$1,000,000 per accident, \$1,000,000 Bodily Injury by Disease Policy Limit and \$1,000,000 Bodily Injury by Disease Per Employee; **(c)** General Liability (including General Aggregate, Product(s)/Completed Operations, Broad Form Property Damage, and Blanket Contractual Liability) - \$1,000,000 per

occurrence/\$2,000,000 aggregate; **(d)** Automobile Liability (including owned, non-owned, hired, and leased vehicles) - \$1,000,000 combined single limit for Bodily Injury and Property Damage; and **(e)** Excess/Umbrella Liability - \$1,000,000. Seller's insurance shall be primary and not excess over or contributing with any insurance purchased or maintained by Buyer. A Waiver of Subrogation in favor of Buyer shall be included on Seller's Commercial General Liability, Automobile Liability, Excess/Umbrella Liability and Workers Compensation policies. At Buyer's request, Seller shall promptly furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller. **SUCH CERTIFICATE(S) SHALL NAME ROUSH ENTERPRISES, INC., ROUSH HOLDINGS, LLC, ROUSH INDUSTRIES, INC., ROUSH MANUFACTURING, INC., ROUSH CORPORATION, ROUSH PERFORMANCE PRODUCTS, INC., ROUSH LIFE SCIENCES, LLC, ROUSH MANAGEMENT, LLC, ROUSH CLEANTECH, LLC, ROUSH MERCHANDISING, LLC, AND FARMINGTON PROPERTY, LLC AS ADDITIONAL INSUREDS** and require the insurer to give Buyer 30 days prior written notice of any termination, reduction in the amount, or scope of coverage under any policy. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under the Order. In the event of Seller's breach of this Section, Buyer shall have the right to cancel the undelivered portion of any Product(s) covered by the Order and shall not be required to make further payments except for conforming Product(s) delivered or rendered before cancellation. Buyer's failure to request or obtain certificates of insurance from Seller shall not relieve Seller of its obligations to provide the coverage noted in this Section.

16. Force Majeure. Seller shall not be liable for a reasonable delay or default in furnishing Product(s) under the Order and Buyer shall not be liable for failure to perform any of its obligations under the Order, to the extent that such delays or defaults on the part of Seller or such failure on the part of Buyer are due to causes beyond their reasonable control including without limitation acts of God, fire, flood, storm, terrorism, governmental action, war, civil disturbance, sabotage, embargo or any other unforeseen condition beyond the reasonable control of the party experiencing the event of force majeure (except labor disputes of any kind) and not due to its negligence; provided that the party experiencing the event of force majeure has given the other party to the Order immediate notice of the commencement of the occurrence that caused the delay, default or failure and shall continue to tender partial performance if the same is possible. In the event of an excusable delay in performance, Buyer at its option may acquire possession of all finished goods, work in process, and parts and materials produced or acquired for the work under this or any Order, and Seller must deliver such articles to Buyer, at Buyer's option, Seller's facility (Ex Works Loaded) or F.O.B. Buyer's facility (CIF Buyer Plant/Delivered Buyer's Plant). Notwithstanding the foregoing, if any delay in delivery by Seller caused by an event force majeure will, in Buyer's opinion, cause a delay in delivery to Buyer's customers, Buyer shall have the option to immediately terminate all or a portion of the Order in order to obtain the Product(s) elsewhere, without liability to Seller on account thereof.

17. Set Off. Seller agrees that all its accounts with Buyer will be administered on a "Net Settlement Basis" and that Buyer may set-off any debits and credits of any kind or nature, including Buyer's attorneys' fees and costs of enforcement, against any of Seller's accounts regardless of basis for such debits and credits. "Net Settlement Basis" means that, unless prohibited by law, Buyer may, without notice to Seller, setoff and recoup against Buyer's accounts payable to Seller any amounts for which Buyer determines in good faith Seller is liable to Buyer under the Order, or any other Order or other agreements with Seller. In this Section 17 "Buyer" includes Buyer's parent, subsidiaries and affiliates wherever located, and "Seller" includes Seller's parent, subsidiaries and affiliates wherever located.

18. Buyer's Liability. In no event shall Buyer be liable for anticipated profits, Interest, or penalties or incidental, consequential, punitive, exemplary or other damages or liabilities in connection with the Order, whether for breach of contract, late payment, property damage, personal injury or death or otherwise, beyond the sum set forth in Section 13 of the Order or, if not applicable, the price for Product(s) accepted by Buyer.

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19. Limitation on Assignment/Subcontract. The Order is issued to Seller in reliance upon its personal performance of the duties imposed, and by accepting the Order Seller agrees not to assign the Order or delegate the performance of Seller's duties hereunder, except for the procurement of raw materials, without the Buyer's prior written consent. Failure to comply with this Section shall effect, at the Buyer's option, a cancellation of the Buyer's obligations under the Order without liability to Seller. Buyer's consent to any assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of the Order, and shall not prohibit Buyer from enforcing any of its rights against the assignee. Buyer will have the right to assign any benefit or duty under an Order to any third party upon notice to Seller with or without consent. If Seller subcontracts any work to be performed under the Order, Seller shall obtain for Buyer under any such subcontract the rights, licenses and protections granted in Sections 8, 23 and 24.

20. Compliance with Laws. Buyer serves from time to time as a contractor to or subcontractor of the United States Government. Accordingly, Seller shall comply with federal laws, rules and regulations applicable to subcontractors of government contractors including, but not limited to, those relating to contracting with small and disadvantaged business concerns (Pub.L. 95-507); equal employment opportunity and affirmative action in the employment of minorities (E.O. 11246); women (E.O. 11375), the handicapped (29 USC 793) the Rehabilitation Act of 1973 (E.O. 11758), the Vietnam Era Veterans Readjustment Assistance Act of 1974 (E.O. 11701); contracting with business concerns operating in areas of surplus labor (41 CFR 1-1.805); restrictions on certain foreign purchases (48 CFR 52.225-11); and contracting with women-owned business concerns (41 USC 4212). **This contractor and subcontractor shall abide by the requirements of 41 CFR section 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** If any of the statutory or regulatory provisions cited are amended, supplemented or replaced, or additional statutory or regulatory provisions are enacted and that apply to the manufacture, sale or both of the Product(s), Seller's obligations under the Order shall be automatically amended to take the same into account and Seller's Document shall contain all legends, certifications and other disclosures required by the same.

Seller hereby represents, warrants and certifies that Seller and Product(s) shall comply with applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country of destination (including a country's individual states, provinces or regional locals) or which relate to the design, manufacture, sale, delivery, use, labeling, transportation, importation, licensing, approval or certification of the Product(s), including without limitation those relating to environmental matters, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety and, as applicable to the Product(s), consumer product safety laws and regulations, medical device safety laws and regulations, and/or motor vehicle safety laws and regulations. At Buyer's request, Seller shall certify in writing its compliance with any or all of the foregoing. Seller represents that any Product(s) purchased by Buyer under the Order will not be produced with forced labor by either Seller or Seller's suppliers. Seller shall indemnify Buyer against any liability Buyer may incur if any representation in this provision is incorrect. Buyer requires strict compliance with this provision and has the right to immediately terminate the Order if there is a breach hereof.

For Product(s) shipped to European destinations Seller will notify Buyer of the 'Classification of Dangerous Goods' in conformity with the "European Agreement concerning the International Carriage of Dangerous Goods" before the first delivery of such Product(s).

Seller will indemnify Buyer against and hold Buyer harmless from any liability, claims, demands, or expenses (including attorneys' fees and other professional fees, settlements and judgments) relating to Seller's noncompliance with any of the foregoing clauses of this Section 20.

21. Governing Law. The Order shall be construed and governed by the laws of the State of Michigan excluding its conflict of laws principles. The U.N. Convention for the International Sale of Goods is expressly excluded.

22. Severability. If any provision of the Order or portion of any provision is declared or found to be unenforceable, the balance of the Order or such provision shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part of the Order. In particular, if the Interest provided for in the Order is higher than that permitted by applicable law it shall automatically be amended to the highest legal rate.

23. Ownership. All work performed and all intellectual property created by Seller under the Order (individually and collectively "work-for-hire") shall be the sole and exclusive property of Buyer. Seller hereby irrevocably conveys, transfers and assigns to Buyer, without payment of any additional fee or royalty by Buyer the entire worldwide right, title and interest in and to said work-for-hire, including, without limitation, all copyrights and patent rights ("Intellectual Property Rights"). As used herein, Intellectual Property Rights shall include, without limitation: **(a)** any experimental, development or research activities, including engineering related thereto; **(b)** any reduction to practice or any patentable subject matter, application or discovery; **(c)** any improvement in the design of Product(s) or any alternative or improved method of accomplishing the objectives of the Order; **(d)** and/or any computer programs, data structures, algorithms, file layouts, web content, textual, graphical, photographic, audible and/or multimedia content. Seller agrees to cooperate (and cause its employees and agents to cooperate) in executing any document(s) and taking any other actions necessary or convenient to perfect or protect Buyer's Intellectual Property Rights throughout the world, including, without limitation, inventions conceived, developed or reduced to practice in performance of the Order and to register copyright in all work-for-hire arising under the Order. If for any reason Seller cannot assign any of the Intellectual Property Rights to Buyer, Seller grants to Buyer an unconditional, irrevocable, perpetual, worldwide, exclusive, royalty-free license and right to use and exploit the work-for-hire and to make derivative works therefrom, and to make, have made, import, use, sell, offer for sale, lease, repair, rebuild or use the work-for-hire protected by Intellectual Property Rights, with the right to sublicense any and all such rights to others. All information developed or arising out of the Order shall be deemed confidential and the sole and exclusive property of Buyer, whether patentable or not.

24. Proprietary Information. Any information or knowledge that Buyer may have disclosed or may hereafter disclose to Seller in connection with the Order shall be deemed confidential and proprietary information of Buyer and shall not be disclosed by Seller to any Third Party without Buyer's prior written approval. All other information or knowledge heretofore and hereinafter disclosed by Seller to Buyer in connection with the Product(s) covered by the Order shall be deemed received on a non-confidential and non-proprietary basis. Seller agrees not to assert any claims (other than a claim for patent infringement) with respect to any such disclosed Seller information or knowledge.

25. Trademarks and Tradenames. Seller shall not use in any manner whatsoever, other than may be directed by Buyer in the Order, the trademarks or tradenames of Buyer or that of its parent, subsidiaries or affiliates without Buyer's prior written consent.

26. Packing and Marking; Ingredients Disclosure and Special Warnings and Instructions. Seller will pack, mark and ship Product(s) in accordance with all applicable packaging directions or standards of Buyer and, as appropriate the carrier transporting the Product(s). Further, Seller will not charge separately for packing, marking, or shipping, or for materials used therein unless Buyer

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specifies in writing that it will reimburse Seller for such charges. Further, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: **(a)** list of all ingredients in the Product(s) purchased hereunder; **(b)** the amount of one or more ingredients; and **(c)** information concerning any changes in or addition to such ingredients. Before and with the shipment of the Product(s) purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material that is an ingredient or part of any of the Product(s), together with such special handling instructions as may be necessary to advise carriers, Buyer and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Product(s) including containers and packing shipped to Buyer.

27. Supplier Quality and Development; Samples; PPAP; Parts Identification; Process Validation. To the extent Product(s) are samples, pre-production prototypes, or production parts, or any one or more of the foregoing, Seller will comply with the requirements of this Section 27. Namely, **(a)** Seller shall comply with and conform to the applicable quality standards, inspection systems, and/or specifications and any related standards and systems for the Product(s), which are in effect at the time the Order is placed (including, without limitation, quality control policies and standards, TS 16949, ISO 9001, and/or ASME standards), and that are established by Buyer and Buyer's customers. If any applicable quality standards, inspection systems and/or specification cited are amended, supplemented or replaced, or statutory or regulatory provisions are enacted, Seller's obligations under the Order shall be automatically amended to take the same into account and Seller's Document(s) shall contain all legends, certifications and other disclosures required by the same. **(b)** Seller shall participate in supplier quality and development programs of Buyer and Buyer's customers that apply to the Product(s) described in the Order, including meeting specified quality and delivery rating criteria. **(c)** Seller agrees to meet the full requirements of industry production part approval processes (PPAP) as specified by Buyer and Buyer's customers and agrees to present this information to Buyer upon request, at the level requested, unless otherwise specifically agreed by Buyer in writing. **(d)** All Product(s) that are a completed part shall permanently bear Buyer's part number and name or code name, Seller's part number, and Seller's date of manufacture, unless otherwise agreed by Buyer in writing.

28. Audit. Seller grants to Buyer access to all pertinent information, including but not limited to, books, records, payroll data, receipts, correspondence and other document(s) and materials in the possession or under the control of Seller, or otherwise relating to any of Seller's obligations under an Order or any payments requested by Seller pursuant to an Order. Buyer will have the right at any reasonable time to send its authorized representatives to examine all such information. Seller shall maintain all pertinent information relating to an Order until the later of four years after completion of services or delivery of Product(s) pursuant to that Order, or the end of the applicable warranty period. In the event that any such audit discloses any inaccurate information, the Seller shall indemnify, defend and hold harmless Buyer from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including but not limited to all attorneys' fees and any other cost related thereto.

29. Headings; Construction; Errors. Headings and captions are provided for convenience only and do not create or affect any substantive rights. No provision herein may be construed against the Buyer as the drafting party. Any stenographic or clerical errors in herein are subject to correction by Buyer.