

**Husco Automotive Holdings, LLC**  
**Purchase General Terms & Conditions**

**Effective August 18, 2023**

## 1. Scope.

These Husco Automotive Holdings, LLC (“Husco”) Purchase General Terms and Conditions (“Terms”) will apply to all goods and services (collectively “Product”) that Husco or any of its affiliated companies (collectively, the “Buyer”) purchases from a supplier of goods or services (“Seller”). The Seller and Buyer may sometimes be referred to in these Terms individually as a “Party” or collectively as the “Parties.”

## 2. Contract.

2.1 Contract. As used herein, the Parties’ “Contract” means these Terms, all documents incorporated by reference herein, Product specifications and/or Product requirements, and the “Order” which is defined as any Purchase Contract, Purchase Order, Purchase Schedule, Master Agreement, Supply Agreement, Scheduling Agreement, and Release. Buyer’s request for quotation and Seller’s quotation are not included in the Contract unless expressly incorporated within. The Contract sets forth the exclusive terms and conditions under which Seller will sell and Buyer will purchase the Product. Terms and conditions proposed by Seller that are different from or in addition to the provisions of this Contract are expressly rejected by Buyer and are not a part of this Contract. Seller agrees that its’ acceptance is expressly limited to the terms of this Contract. This Contract is the entire agreement between Seller and Buyer with respect to the matters contained in the Contract and supersedes all prior or contemporaneous oral or written agreements, representation and/or communications. This Contract may be modified only by a written amendment issued by an authorized Buyer representative.

2.2 Offer. The Order is an offer to purchase the Products on the terms of the Contract. It shall be construed as an offer to purchase the Product(s), and is expressly limited to acceptance by Seller to the terms of the Contract and constitutes notice of objection to any additional or different terms in Seller’s acceptance or other Seller documents.

2.2 Acceptance. The Contract is formed when Seller accepts the Order upon the earlier of: (i) beginning work or performance; (ii) notifying Buyer of acceptance of the offer; or (iii) failure to reject the offer within ten (10) days of receipt. The Contract is limited to and conditional upon Seller's acceptance of these terms exclusively. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise, shall be deemed material and are expressly rejected by Buyer. The Contract is effective and binding upon acceptance.

2.3 Changes. Buyer has the right to make changes to the Product drawings, specifications, materials, manufacturing processes or location, packaging or testing (“Buyer Change”). Seller may not make any changes to the Product without Buyer’s written consent. If, as a result of a Change, either Buyer or Seller requests a modification to the Product price or delivery schedule pursuant to Section 2.5. Upon Buyer Change request, Seller shall immediately make the change notwithstanding that the Parties may still be negotiating a request pursuant to section 2.5. Seller agrees that Buyer has the right to make changes from time to time to the Terms without notice to Seller. Seller has the responsibility of reviewing the Terms for updates by accessing Buyer’s Terms at <https://husco.com/legal/>.

2.4 Contract Adjustment. As promptly as feasible, and not more than thirty (30) days from a Buyer Change, Seller may submit to Buyer a calculation of Seller's actual and reasonable direct costs (excluding overhead and mark-up) incurred or to be incurred as a result of the change, together with supporting documentation and analyses. The Buyer and the Seller will negotiate in good faith on an equitable adjustment of price (up or down) or other relevant Contract terms, provided that if Buyer and Seller are unable to agree on an adjustment after good faith negotiations, Buyer shall make the determination whether or not to approve such a request. Buyer's determination shall be final. Seller will be deemed to have waived its right to an adjustment if it fails to timely submit the required information.

### **3. Quantity.**

3.1 Production. Unless a fixed quantity or stated percent of Buyer's requirement is specified in the Contract, the Contract is for all of Buyer's requirements, meaning that Buyer will purchase and Seller will sell all Buyer's requirements for the Products. Buyer (or in some instances, its Customer) may provide Seller with forecasts or estimates of quantity or delivery schedules that go beyond the firm Release. Such information are estimates for planning purposes only and are subject to change from time to time and are not binding on Buyer.

3.2 Service Parts. During the vehicle production period Seller shall make Product available to Buyer for service part requirements at the then current production prices under the Contract and the same shipping, packaging and other current Contract terms. For 15 years (or such lesser or greater period as Buyer is required to provide service parts to Buyer's customer) post-production "Service Part Period", Seller shall provide service parts to meet Buyer's Service Part Period requirements. The first 5-years will be at the then current price for production parts. The Parties shall negotiate new pricing for the balance of the Service Part Period requirements. Seller's obligations under this Section 3.2 shall survive Contract termination, except that the obligations will terminate if the Contract is terminated by Buyer.

### **4. Customer Terms.**

4.1 Customer Terms. Seller agrees to comply with the applicable terms of any agreements between Buyer and its Customer(s), including without limitation Customer's purchasing terms and conditions, as necessary for Buyer to meet its obligations to its Customer. If Buyer is directed or required by its Customer to provide information, adopt policies, certify compliance with standards or Laws, or perform similar actions, then Seller shall cooperate and comply with reasonable expediency to such Customer requirements as directed and requested by Buyer. Seller agrees to provide Buyer access to any information required to enable Buyer to meet its obligations to its Customer. Seller also agrees to have a similar contractual provision with its supply base requiring its supply base to comply with the terms of any agreements between Buyer and its Customer(s) as necessary for Buyer to meet its obligations to its Customer and to allow Buyer access to any such information to enable Buyer to meet its obligations to its Customer.

4.2 Directed Supply. If Buyer's Customer directed Seller as a source of the Product: (a) Buyer will pay Seller for the Product only following and to the extent of Buyer's actual receipt of payment from that Customer for those goods in which the specific Product is incorporated; (b) Seller will

notify Buyer in writing and will immediately adjust its invoices to reflect any price reduction agreed to between Seller and the Customer, provided that no change will be binding on Buyer without Buyer's specific written consent; and (c) if requested by Buyer or Buyer's Customer, Seller will enter into a commercially reasonable three-party agreement with Buyer and its Customer specifying the respective roles and responsibilities of Buyer, Seller and Customer.

## **5. Material Furnished.**

With respect to any material, Tooling, equipment, drawing, patterns, designs, and other property or data furnished by or on behalf of Buyer ("Buyer-Furnished Property") in connection with the Contract, Seller agrees: (a) not to substitute any other Buyer-Furnished Property in such fabrication or make process changes without Buyer's written consent, (b) that title to such Buyer-Furnished Property shall not be affected by incorporation in or attachment to any other property, and (c) to state and warrant on its invoice for final parts that "All Buyer-Furnished Property on this contract (except that which became normal industrial waste or was replaced at Seller's expense) has been returned in the form of parts and unused material." Proceeds of scrap salvage shall accrue to the benefit of Buyer. Any such material scrapped because of defective workmanship of Seller shall be replaced or paid for by Seller. Seller shall not disclose to any third party, or use, reproduce, or appropriate any Buyer-Furnished Property, nor will Seller use the same to produce, manufacture or provide more of the Product than is required hereunder. All Buyer-Furnished Property is being provided for use on an "as-is" basis, and Buyer makes no representations or warranties with respect thereto, whether express or implied. Seller agrees that no inaccuracy or inadequacy in Buyer-Furnished Property shall excuse performance not in strict accordance with specifications and that such Buyer-Furnished Property shall be used by Seller at Seller's own risk. Title to Buyer-Furnished Property will remain with Buyer at all times. Buyer has no obligation to furnish any Buyer-Furnished Property, and Seller is solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller will bear the risk of loss or damage to all Buyer-Furnished Property unless such loss or damage is solely, directly, and proximately caused by Buyer. All Buyer-Furnished Property, together with spoiled and surplus materials, must be returned to Buyer at termination or completion of this Agreement or upon Buyer's demand, whichever occurs first, unless Buyer otherwise directs. All designs, sketches, patterns, tools, equipment, special appliances, software, plans, documents, models, interfaces, data, and configurations ("Equipment") paid for directly or indirectly (including as part of the purchase price, whether or not specifically itemized) by Buyer are Buyer-Furnished Property and subject to the terms of this Section. Any Equipment purchased, furnished, or used by Seller in its performance of its obligations under the Contract does not become Buyer-Furnished Property under this Section is subject to Buyer's option, at any time and from time to time, to purchase from Seller some or all of such Equipment, and upon the exercise of such option Buyer will become the owner and entitled to possession of the same. The purchase price for such Equipment may not exceed to the initial cost of such Equipment less any accumulated depreciation. Seller shall not sell or otherwise dispose of any such Equipment without the prior written consent of Buyer.

## **6. Packing and Shipping.**

Seller will comply with Buyer's packing, transporting, storing, labelling, documentation, and all other packaging and delivery requirements as provided in Buyer's policy and quality and similar instructions. If Seller has not received such information from Buyer, Seller agrees that it is Seller's responsibility to request the appropriate information from Buyer.

## **7. Delivery, Packaging and Shipping.**

Time of Product delivery and quantity of Product to be delivered are of the essence. Buyer (or in some instances, its Customer) may provide Seller with forecasts or estimates of quantity or delivery schedules that go beyond the firm Release. All such information are estimates for planning purposes only and are subject to change from time to time and are not binding on Buyer.

If delivery of the Product is not completed by the specified delivery date, Buyer reserves the right, in addition to its other rights, to return Product or terminate all or part of a Contract and charge Seller with all costs, expenses and damages associated with such return or termination. Seller shall pack all Product in accordance with any instructions provided by Buyer and in accordance with good commercial practices to ensure that no damage results from weather or transportation. The packing slip must include, but not be limited to, the following information: purchase order number and/or schedule, date, name and address of the Seller, name and address of shipper (if different from the Seller), a detailed description of the Product, Product model numbers, bar code labels, total number of boxes, unit price of each Product, value of any additions to the price paid or payable, and total invoice price. Seller must display the complete Purchase Contract number and Product part number on the outside of each delivered package or box. Seller shall strictly comply with Buyer's delivery instructions contained in the Contract. If no delivery instructions are stated, prices charged to Buyer for goods are for delivery in accordance with 2020 Incoterms DDP to Buyer's premises, and all charges for taxes, storage, packing, and handling are included in the purchase price and shall be paid by Seller. Risk of loss shall be upon Seller until delivery to Buyer's facility or other designated location and acceptance after inspection by Buyer. In the absence of specific routing instructions, shipments are to be routed "Best Way". No charges for blocking, boxing, crating, dunnage, cartage, drayage or packaging will be allowed without the specific prior written approval of Buyer.

If at any time Seller has reason to believe that delivery of the Product will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer. Seller, by giving this notice, is not relieved of any of its obligations under the Contract and is still bound to deliver the Product on time.

## **8. Inspections, Audit, and Review.**

8.1 Inspection of Products. All Product shall be received subject to Buyer's inspection and testing from time to time at all reasonable times and places, including without limitation during the period of manufacture, and in any event prior to acceptance. Buyer shall have a reasonable time to inspect the Product after arrival at their destination, but in no event less than thirty (30) days. Upon notice, Buyer may make inspection visit(s) at the site where the Products are being

designed or manufactured, or services are being performed. If Buyer determines that part of the Product are not in accordance with Buyer's instructions, specifications, drawings, and data or Seller's warranties (express and implied), or otherwise unsatisfactory to Buyer in its reasonable discretion, Buyer has the right to (a) reject any such Product and cancel any unshipped portion of the applicable Contract without charge or expense to Buyer, and Seller shall reimburse Buyer for any amounts paid by Buyer on account of the purchase price of such rejected Products, and Seller shall immediately reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Product, or (b) require Seller to immediately replace all rejected goods at no extra cost to Buyer, re-perform any rejected services in a manner acceptable to Buyer, and reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Products. Products rejected or those which are supplied in excess of quantities called for herein may be returned to Seller at Seller's expense and risk of loss. Payment for the Product prior to inspection shall not constitute acceptance thereof and shall be made without prejudice to any and all claims that Buyer may have against Seller. In the event the Product must be installed, tested, inspected or assembled prior to commercial use, they shall not be deemed finally accepted until such installation, testing, inspection or assembly, as the case may be, indicates that the Product are in accordance with specifications and are operating properly. Nothing contained in a Contract shall relieve Seller from its obligations of testing, acceptance and quality control. Seller will bear all risk of loss and will be responsible for any and all loss or damage to the Product. Buyer is not requested to inspect Product, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract and will not impair or waive Buyer's rights or remedies.

8.2 Inspection of Facility. Upon reasonable notice to Seller, as determined by Buyer, Buyer (or a third-party designee) may enter Seller's facility, or any facility of Seller's Subcontractors, at any time to inspect the facility, Product, materials, process, and any of Buyer's Property related to the Contract. If Buyer requests, Seller shall allow Buyer to conduct or participate in testing at Seller's premises for the purpose of evaluating Seller's performance under the Contract. Buyer's inspection does not relieve Seller of any of its responsibilities or warranties. Seller's contract with its Subcontractors shall ensure Buyer's access rights consist with this section. "Subcontractor" means any third-party providing goods or services, (whether direct or indirect) to Seller in connection with Seller's performance of the Contract. For clarity, Subcontractors include, when relevant to the context, materialmen, toolmakers, mold-makers and professional and expert advisors.

8.3 Audit. Upon reasonable notice to Seller, either Buyer or its Customers (or a third party designee) may audit Seller's production facility, Products, process, and any other Buyer property (including all pertinent documents, data and other information) related to the Contract for the purpose of verifying Seller's costs and its compliance with its obligations under the Contract. Seller shall provide, without additional charge, all reasonable facilities and assistance.

8.4 Financial Review. Upon reasonable notice to Seller, Buyer (or a third-party designee) may review the financial condition of Seller and its affiliates. Seller will fully cooperate in such review and will promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, business plans, banking contacts and loan documents, and will make its financial managers available for discussions during reasonable business hours. Buyer and any designated third party will keep confidential any nonpublic information about Seller obtained in a financial review and use such information only for purposes of the review, except as

needed to enforce the Contract. If the Seller is a publicly traded company, it will comply with applicable Laws and the rules of the appropriate stock exchanges regarding the disclosure of financial information.

8.5 Records Retention. The Seller will keep all relevant documents, data, and other written information for fifteen (15) years (or for such longer time period as is required by Law) following: (a) in the case of the Products, the later of the last delivery of the Products or the date of the final payment to the Seller under the Contract; and (b) in the case of Tooling, the later of the date of completion of the Production Part Approval Process (PPAP), the date of submission of the Part Submission Warrant (PSW), or the date of final payment. The Buyer may make copies of these materials.

8.6 Buyer's Discretion. Buyer's right to conduct any inspection, audit or review under this section or otherwise is at its sole discretion. Buyer has no obligation to Seller to conduct any inspection, audit or review and Buyer's decisions as to whether, how and when to conduct any inspection, audit or review does not modify or relieve Seller of any obligations under the Purchase Contract, does not give rise to any liability of Buyer to Seller and is without prejudice to any rights or remedies available to Buyer.

## **9. Price and Payment.**

9.1 Price. Seller shall sell the Product at the price shown on the face of the Contract ("Contract Price"). Seller may not raise the price for Product at any time for any reason including but not limited to raw material, freight, labor cost increases. Except as otherwise provided in the Contract, such prices are inclusive of any and all other charges for the Products (including, but not limited to, any charges for freight, boxing, packing, cartage or other additional charges). Unless otherwise specified on the face of the Contract, the prices herein include all applicable federal, state, local, and other taxes, customs, duties and fees of every kind and nature, including, without limitation, sales and use taxes.

9.2 Payment. Payment terms are those set forth in the Contract. Seller will promptly submit correct and complete invoices which shall include the Order and/or Contract number, Product number, and the correct price and quantity for each Product. Buyer may withhold payment until a correct and complete invoice is received and verified by Buyer. Buyer will pay Seller in the currency stated in the Contract, and if not stated in the Contract, then in U.S. Dollars. Buyer may setoff and deduct from Seller's invoices any monies owed to Buyer or its affiliates by Seller or its affiliates. In addition, Buyer may set off any amount due Seller or its affiliates, whether or not under any Contract, against an amount sufficient to protect Buyer from all claims, losses, damages and expenses arising from Seller's breach of the Contract or other acts or omissions. Seller may not set off any amount due from Buyer, whether or not under these Terms or any Contract, against any amount due Buyer without Buyer's prior written consent.

9.3 Best Price. Seller warrants that the price is not in excess of the lowest price charged by Seller to other customers for similar Products. If the Seller reduces its price to third parties during the term of the Contract, the Seller will correspondingly reduce the price charged to Seller.

9.4 Invoices. Seller's invoice shall include Buyer's purchase contract or purchase order number and shall include the Product's packing slip reference or number wherever possible. All payment shall be made in U.S. dollars unless otherwise stated in the Contract.

9.5 Partial Shipments. Seller shall not make partial shipments under any Contract without Buyer's prior written approval. If partial shipments of Product are permitted by Buyer, Seller must render separate invoices for each shipment, and payment for Product by Buyer shall be due sixty (60) days after Buyer's acceptance of the final shipment of Product delivered pursuant to the Contract and applicable purchase order or schedule. Payment by Buyer will not constitute acceptance of the Product, nor impair Buyer's right to inspect the Product, or invoke any of its remedies.

## **10. Warranties.**

10.1 Seller's Warranties. In addition to all warranties prescribed by law, Seller specifically represents, warrants, and guarantees that: (a) all Product shall conform strictly to the design, specifications, tolerances, descriptions (whether oral or written, including on Seller's website or catalog), drawings, samples and other requirements stated in the Contract or provided by Buyer or otherwise made available to Seller; (b) all Product shall be merchantable and free from defects in design, materials and workmanship; (c) all Product shall be fit and safe for their intended purpose; (d) all Product shall be free from liens, encumbrances, and other claims against title; (e) Seller will have good and marketable title to all goods included in the Product prior to delivering the Product to Buyer; (f) all Product shall be new and not contain any used or reconditioned parts or materials, except to the extent specifically agreed to by Buyer in writing prior to delivery of the Product; (g) all Product shall be approved by licensed professionals in the event professional design work is involved; (h) all Product shall include all Material Safety Data Sheets (MSDS), operation, testing, service and maintenance manuals, instructions, warnings, software (including source code) and documentation; (i) to the extent Product requires calibration, such calibration shall be performed by qualified personnel using equipment calibrated against a national or international standard as part of a calibration system approved by Buyer in advance; (j) each of Seller's employees, agents, or representatives assigned to provide services under the Contract will have the proper skill, training, and background to perform such services in a competent and professional manner; (k) all services required by the Contract will be performed in a timely, workmanlike, competent, and professional manner and in accordance with the highest industry standards and practices; (l) all Product will comply with all applicable federal, state and local laws, regulations, orders, and ordinances; and (m) the Product and Buyer's authorized use thereof will not infringe or misappropriate, or contribute to the infringement or misappropriation of, any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights. Seller also represents and warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers or Sellers of material or equipment included or incorporated into the Product, and shall perform its responsibilities so that such warranties or guarantees remain in full effect. Seller further represents and warrants that there will be no changes to processes, sub-suppliers, materials, procedures or equipment without Buyer's prior written consent.



Seller agrees to promptly, at Buyer's option, refund the purchase price of, replace or otherwise correct, without expense to Buyer, any of the Product which do not conform to the foregoing warranties. In the event that Seller fails to promptly make such refund, replacement or correction, Buyer may cause such replacement or correction to be made and charge Seller for all expenses associated therewith. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance and payment. All of Seller's warranties shall run to Buyer, Buyer's successors, assigns and users of the Product, and Buyer's customers and Buyer's customer's customer, such customers to include but not be limited to users of Buyer's Product that contain, incorporate or embody the Product.

In addition, Buyer may: (i) require Seller to implement at Seller's expense containment, inspection, sorting, and other quality assurance procedures if Buyer reasonably determines (through statistical sampling or other quality assessments) that a substantial quantity of incoming Products do not conform to the warranties in this Section; and (ii) require Seller to reimburse Buyer for any reasonable, direct costs incurred in the repair or replacement of defective Product that had been installed during production of a new vehicle or other product. To the full extent possible, Buyer will provide Seller with access to any available warranty data and other information related to the non-conforming Product and any available field-returned Product. Buyer will also provide Seller with an opportunity to participate in any root-cause analysis performed by Buyer concerning the Products. Each Party will provide prompt notice to the other as soon as possible after it determines that a material non-conformity exists.

**10.2 Recalls.** This Section applies to any voluntary or government-mandated offer by Buyer (or the vehicle manufacturer) to vehicle purchasers to remedy a defect (a "Recall"). Seller will be liable for costs and damages resulting from a Recall if the Recall results in whole or in part from a failure of the Product to conform to the warranties in Section 10.1 during the warranty period specified in the Contract. If Seller is liable for a Recall, the extent of Seller's liability will be negotiated on a case-by-case basis based on: (i) a good-faith allocation of responsibility for the defect or non-compliance that resulted in the Recall; (ii) the reasonableness of the costs and damages incurred; (iii) the quantity purchased and Contract Price of the affected Product; and (iv) other relevant factors. As a condition precedent to Seller's liability under this Section, Buyer must (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Product; (ii) provide Seller with available warranty data, customer complaints, performance evaluations, accident reports, engineering investigations, communications with governmental agencies, including NHTSA, and other data relating to the potential Recall; (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customer, and governmental agencies regarding the need for and scope of the Recall; and (iv) consult with Seller about the most cost-effective method of remedying the alleged defect or non-compliance.

## **11. Indemnification.**

SELLER WILL INDEMNIFY AND DEFEND BUYER AGAINST THIRD-PARTY CLAIMS, ACTIONS, PROCEEDING OR DEMAND ("CLAIM") FOR INJURY OR DEATH TO PERSONS, PROPERTY DAMAGE, PRODUCT DEFECT, ECONOMIC LOSS, AND ANY RESULTING DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING LEGAL FEE AND COSTS) INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM (A) ACTS

OR OMISSIONS OF SELLER OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS RELATED TO THE PROVISION, SALE OR USE OF THE PRODUCTS OR SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER ANY ORDER, (B) RELATED TO THE MANUFACTURE, SALE, OR USE OF THE PRODUCTS, (C) VIOLATION OF ANY STATUTE, ORDINANCE OR ADMINISTRATIVE ORDER, RULE, REGULATION, OR ORDINANCE, OR (D) INFRINGEMENT BY ANY PRODUCT OF ANY PATENT, TRADEMARK, OR OTHER TRADE DESIGNATION, TRADE SECRET, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT.

If any Claim is commenced against Buyer by reason of any of the above matters. Buyer shall have the right to employ, at Seller's expense, counsel on its own behalf, and shall have the right to participate in the defense of any such suit. Seller's indemnification obligations hereunder shall not lessen or diminish any of Seller's other responsibilities pursuant to the Contract, including, but not limited to, Seller's warranty obligations.

## **12. Protected Information.**

12.1 "Confidential Information" is defined as trade secrets, specifications, drawings (including but not limited to 2D and CAD), notes, instructions, engineering data and analysis, PPAP documents, material composition, vendor identity, validation and testing data, gauging information, manufacturing and quality processes, financial data, pricing costs, and other technical and business data which are supplied in connection with the Contract, whether or not marked or otherwise identified as confidential or proprietary. Buyer's Confidential Information will be deemed confidential and proprietary to, and remain the sole property, of Buyer. Seller shall not disclose Buyer's Confidential Information or use the Confidential Information for any purpose other than as contemplated under the Contract without in each case the written consent of Buyer. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a violation of this Section, a violation by a third party of an obligation not to disclose, or through reverse engineering; (ii) was obtained by Seller on a non-confidential basis from a third party who had the absolute right to disclose it; or (iii) is legally required to be disclosed. Seller will use the same degree of care that Buyer uses to protect its Confidential Information from unauthorized access or disclosure (but not less than reasonable care). Upon request by Buyer, Seller will return or destroy the Confidential Information.

12.2 Rights in Data. "Buyer Data" means all data and information: (i) provided to Seller by or on behalf of the Buyer or any Buyer Affiliate; (ii) obtained, developed or produced by Seller in connection with the Contract; or (iii) to which Seller has access in connection with the provision of the Product. "Buyer Affiliate" means an entity that controls, is controlled by or is under common control with Buyer. All Buyer Data created, collected, generated, stored, transmitted, or otherwise processed is and will remain the property of Buyer. Seller agrees that it shall have no rights in or to such Buyer Data except as expressly set forth in the Contract. Further, Seller agrees that Buyer will own all derivative works of Buyer Data created by Seller but not containing Seller's previously owned proprietary information. Seller has a limited, non-exclusive, non-transferable, royalty free and revocable license to access, copy, and use the Buyer Data solely for the performance of the Contract.

12.3 Non-Disclosure Agreement. Any Non-Disclosure Agreement (NDA) between the parties related to the subject matter of the Contract will supersede the terms of this Section but only to the extent that it has not terminated.

### **13. Intellectual Property Rights.**

13.1 “Intellectual Property Rights” means trademarks, trade dress, patents, copyrights, trade secrets, and industrial design rights. The Seller may use the Intellectual Property Rights of the Buyer only with the express written consent of Buyer and only for the supply of the Product to the Buyer.

13.2 “Background Intellectual Property Rights” means any Intellectual Property Rights of either Buyer or Seller relating to the goods or services contracted (i) existing prior to the effective date of this Contract or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (ii) that each party acquires or develops after these dates but in a strictly independent manner and entirely outside of any work conducted under the Contract. Buyer and Seller each retain ownership of their respective Background Intellectual Property Rights.

13.3 “Foreground Intellectual Property Rights” means any Intellectual Property Rights, except Background Intellectual Property Rights, developed by either Buyer or Seller during the course of the Contract that relate to the Product. Buyer is the owner of all Foreground Intellectual Property.

13.4 “Technical Information” means engineering, package and installation drawings, specifications, testing protocols and results, documents, data and other information relating to the Product.

13.5 “Inventions” means (i) any invention or any experimental, development or research activities, including engineering related thereto, whether or not patentable, (ii) any reduction to practice of any subject matter, application or discovery which could be patented or copyrighted, or (iii) any improvement in the design of the Product or any alternative or improved method of accomplishing the objectives of the Contract. If Seller, or any person employed by or working under the direction of Seller, in the performance of the Contract conceives or first reduces to practice an Invention, it shall be owned by Buyer and be deemed confidential and proprietary property of Buyer, whether such Inventions or any portions thereof can be copyrighted or patented or not. Seller shall immediately disclose all Inventions to Buyer and shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent, copyright, assign to the Buyer or otherwise perfect or protect such Inventions for the benefit of Buyer.

13.6 Work Made for Hire. Any work of authorship created by Seller or Seller’s employees under the Contract will be considered as a “work made for hire” and all copyrights for such works of authorship will belong to Buyer by operation of law. In the event that any work of authorship or portion thereof created by Seller under the Contract does not qualify as a “work made for hire,” Seller hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein. If Seller has failed to previously secure ownership of all copyrights in any such work of authorship

or portion thereof, Seller will obtain title and assign all copyrights and moral rights in such work to Buyer

13.7 Use of Technical Information. Seller will provide Buyer with all Technical Information required by the Buyer to install, assemble, and otherwise use the Product.

13.8 License. Seller hereby grants to Buyer, its subsidiaries and affiliates, and their respective successors and assigns, and Buyer hereby accepts, a non-exclusive, irrevocable, royalty-free, fully paid up worldwide license, including the right to sublicense to others in connection with providing the Product to Buyer or the Customer, to: (i) any Intellectual Property Rights owned or controlled by Seller or its affiliates, and relating to the Product, to make, have made, repair, reconstruct, rebuild, relocate, use, sell and import the Product, and (ii) any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and specifications) furnished by Seller in the course of Seller's activity under the Contract, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of under the Contract (all items in clauses (i) and (ii) above, collectively, "Seller's Intellectual Property", and such license in respect thereof, the "License"). Seller acknowledges and understands that the License shall be effective from the first date of delivery of the Product under the Contract and extend for so long as Buyer has contractual obligations to the Customer. The License is intended to be subject to 11 USC Section 365(n), as an executory agreement under which Buyer has license rights to Seller's Intellectual Property and is supplementary to any other rights of Buyer under the Contract and any other agreement with Seller.

13.9 Exclusive Rights. Seller shall not manufacture or provide, or offer to manufacture or provide, any goods or services that are based in whole or in part upon Inventions, Buyer Confidential Information or Buyer intellectual property, whether for its own purposes (other than to satisfy its obligations under the Contract), for the Customer or any other third parties, without Buyer's prior written consent.

13.10 Intellectual Property Rights of Third Parties. Without prejudice to Buyer's right to terminate the Contract and right to damages, indemnity or any other remedy, should Buyer be required to cease the use of all or part of the Inventions and/or Products, or reasonably conclude that ceasing use is prudent to mitigate the risk infringing the rights of any third party, Seller undertakes to at its sole expense and at Buyer's sole discretion, (i) obtain from the relevant third party a right of use for the Inventions and/or the Products for, Buyer and/or the Customer; or (ii) subject to Buyer's written approval, not to be unreasonably withheld, replace or modify the Products within a reasonable time period only to the extent necessary to cease any infringement of the third party's Intellectual Property Rights.

#### **14. Buyer's Property.**

14.1 Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Seller to manufacture, store, and transport Product ("Property") if (i) Buyer or its customer has provided the Property; or (ii) Buyer or its customer has fully paid for the Property (in either case, "Buyer's Property"). Seller will not purchase any Property for the account of Buyer or charge Buyer for any Property except as authorized in writing

by Buyer. Seller will assign to Buyer contract rights or claims in which Seller has an interest with respect to Buyer's Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence its or its customer's ownership of Buyer's Property. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property

14.2 Seller will (i) at its expense, maintain Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property; (ii) use Buyer's Property only in connection with its performance under the Contract, unless Buyer otherwise approves in writing; (iii) at Buyer's request and expense, mark Buyer's Property as belonging to Buyer or its customer; and (iv) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property unless they can be removed without damaging Buyer's Property. If Buyer's Property exceeds its useful life, as determined based on Buyer's volume estimates provided at the time the Property was quoted or requires replacement or refurbishment due to normal wear and tear, Buyer will be responsible for the cost of refurbishing or replacing Buyer's Property.

14.3 Buyer will pay for Buyer's Property that Buyer is required to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (i) if manufactured by a third party, Seller's actual cost, including a reasonable markup; or (ii) if manufactured by Seller, Seller's actual cost of purchased materials, components, and services, plus Seller's actual cost of labor and overhead allocable to the Buyer's Property. Unless otherwise stated in the Contract, final payment for Buyer's Property is due (i) on the PPAP (Production Part Approval Process) approval date; or (ii) within 60 days after the Property is tendered for PPAP approval if no action has then been taken on the request for PPAP approval.

14.4 Subject to Section 14.3, Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. Seller will release the requested Buyer's Property FCA (Incoterms 2020), properly packed and marked in accordance with the requirements of Buyer's carrier. If the release or recovery of Buyer's Property or other property renders Seller unable to produce the Product, the release or recovery will be deemed a termination of the Contract by Buyer for convenience with respect to those Products. If Buyer and Seller dispute in good faith whether Buyer's Property has been paid in full, Seller will release and allow Buyer possession upon payment by Buyer of the undisputed portion of the amount claimed by Seller to be owed. Seller's relinquishment of possession will not prejudice any claim or right to payment of Seller for the disputed amounts.

14.5 If Seller does not release Buyer's Property in accordance with Section 14.4, Buyer may, at Seller's cost, (i) obtain an immediate court order for possession, and (ii) enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property. To the extent

permitted by law, Seller waives any right to object to Buyer's repossession of Buyer's Property in a bankruptcy or other proceeding.

## **15. Seller's Property.**

Seller will own all Property that is not Buyer's Property ("Seller's Property"). Seller will, at its expense, furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. While a Contract for the Product remains in effect, Buyer may purchase Seller's Property used exclusively to produce the Product and not needed by Seller to produce products for other customers, for a purchase price equal to the greater of fair market value or Seller's unamortized acquisition cost.

## **16. Cyber Security and Data.**

16.1 Enterprise Cybersecurity. Seller must: (i) maintain reasonable, risk-based cybersecurity programs, supported by appropriate technical and operational measures including policies and procedures, to protect the confidentiality, integrity, and availability of Confidential Information and Buyer Data, prevent disruption of the production or delivery of Product, and respond in a timely and effective manner to any cybersecurity incident that may compromise any Confidential Information and Buyer Data or disrupt production or delivery of Product; (ii) promptly, but no less than 24 hours subsequent to Seller's first knowledge of the incident, notify Buyer of any attempted or actual unauthorized possession, access, use, or knowledge of Buyer's Confidential Information and Buyer Data by any person or entity that may become known or suspected by Seller; (iii) promptly furnish all known details of the attempted or actual unauthorized possession, access, use, or knowledge; (iv) take commercially reasonable measures to investigate, remediate or prevent the recurrence of any incursion or attempted or actual unauthorized possession, access, use, or knowledge of Confidential Information and Buyer Data; and (v) upon request, at Seller's expense, demonstrate compliance through a third-party audit or other reasonable measure agreed upon by Buyer.

16.2 Product Cybersecurity. Seller must maintain a risk-based program, supported by appropriate technical and operational measures including policies and procedures, to ensure the cybersecurity of any Product that include software, hardware, or other electrical components. Seller's Product cybersecurity program must provide for security by design, vulnerability management, governance, and any other elements identified by Buyer in a manner consistent with industry best practices, including but not limited to ISO/SAE 21434.

16.3 No Personal Data. No Personal Data protected under all applicable Laws is or will be disclosed or processed by Seller.

## **17. Default.**

17.1 Events of Default. Seller will be in "Default" under the Contract if it (i) fails to perform any obligation under the Contract and fails to cure the non-performance within 15 days after written notice from Buyer specifying the non-performance, provided that the cure period can be shortened if necessary to prevent irreparable harm; (ii) admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar

proceeding, or makes a general assignment for the benefit of creditors; (iii) becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 days after commencement; or (iv) fails to provide adequate assurance of performance under the Contract within 5 business days after written demand by Buyer having reasonable grounds for insecurity.

17.2 Remedies. The rights and remedies reserved to Buyer in the Contract are cumulative with and in addition to all other legal or equitable remedies. Seller will reimburse Buyer for any and all direct, special, incidental, indirect, punitive, exemplary, and consequential damages (including lost profits, lost fees, lost business, lost of use and costs associated with business interruptions, loss market share, or damage to brand value) caused by Seller's breach of the Contract, including without limitation: (i) recall campaigns resulting from nonconforming Product; (ii) inspecting, sorting, storing, reworking, repairing or replacing nonconforming Product; (iii) production interruptions; (iv) personal injury or property damage. Buyer may assert and exercise any right and obtain any remedy available at law or equity. Buyer's damages include without limitation reasonable attorneys' fees and costs, other professional fees and costs, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor and materials.

## **18. Duration and Termination.**

18.1 Duration. The Contract will remain in effect for the Term, unless earlier terminated in accordance with the Contract. "Term" means the time period specified in the Contract or, if the Contract does not specify a term, the period in which Buyer is contractually required to supply its Customer with goods into which the Product is incorporated, including any extensions or renewals (life of the vehicle program).

18.2 Termination. Buyer may terminate the Contract for convenience on at least 60 days written notice. Upon the occurrence of a material uncured Default by either Party, the other Party may terminate the Contract by notice, but only if it previously provided notice providing the defaulting party with reasonable time to cure (unless providing time to cure would cause Buyer to be in breach with its customer in which case no time to cure is required), effective upon the date specified by the terminating Party in writing.

18.3 Seller's Obligations on Termination. Following notice of termination, Seller will comply with Buyer's reasonable instructions to provide Transition Support during the Transition Support Period. "Transition Support Period" means: (i) if termination is by Seller for Default, the date specified by Seller, but not less than thirty days from the termination notice; (ii) otherwise, the period reasonably needed by Buyer to complete an orderly transition to the alternate Seller, but not to exceed 360 days from the termination notice. Unless terminated by Buyer for breach, during the Transition Support Period, the Contract Price will be adjusted to reflect changes in Seller's costs, subject to reasonable documentation. All amounts due to Seller for Product provided during the Transition Support Period shall be invoiced and paid during the Transition Support Period. "Transition Support" means that Seller will at no cost to Buyer, promptly provide reasonable information and documentation, excluding trade secrets and Seller's Intellectual Property (unless licensed pursuant to the Contract); continue to fill Buyer's reasonable requirements; and use best efforts to provide special overtime production, storage and/or management of extra inventory of

Product, extraordinary packaging and transportation and other special services as expressly requested by Buyer in writing. Buyer will pay the reasonable, actual cost of the assistance under, subject to reasonable documentation, and (B) if the Parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller without prejudice to Seller's right to seek to recover any disputed amounts.

18.4 Buyer's Obligations At Termination or Expiration. Following termination or expiration for any reason, Buyer will: (i) purchase from Seller completed Product at the Contract Price and merchantable work-in-process, components and materials at Seller's actual cost, each of which will be owned by Buyer upon payment in full, provided that the quantities of Product, work in progress or components or materials are reasonable in amount under the circumstances; (ii) reimburse Seller for the amounts, if any, reasonably paid to third parties by Seller on account of commitments made by Seller; and (iii) pay any amounts owed for Transition Support. In addition, if the Contract is terminated by Buyer for convenience or Seller for Default, Buyer will pay to Seller the reasonable cost of unreimbursed and unamortized research and development, capital equipment purchased specifically to perform the terminated Contract, and Property. In all cases, Buyer's obligations will be subject to documentation of costs reasonably requested by Buyer.

## **19. Insurance.**

19.1 Insurance. Prior to commencement of work on the Contract, Seller will obtain and continuously maintain in force at its expense during the entire Contract term (i) statutory worker's compensation insurance, (ii) employer's liability insurance, (iii) commercial general liability insurance, including contractual liability and products and completed operations liability, (iv) automobile liability insurance, including owned, hired and non-owned liability, (v) crime insurance, including employee theft, and (vi) all-risk property insurance covering Seller's property, including Tooling and Unpaid Tooling and all Buyer Property, raw materials and finished products, including Tooling, while in Seller's possession or in Seller's care, custody and control, all in amounts and coverages sufficient to cover all claims hereunder. Unless Buyer instructs otherwise in writing, coverage for specific above-referenced categories of insurance will be not less than the following: \$1,000,000 in employer's liability insurance; \$5,000,000 in commercial general liability insurance; and \$5,000,000 in automobile liability insurance. Such policies will name Buyer as an additional insured thereunder; be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for or maintained by Buyer; and provide that the insurer will give Buyer thirty days prior written notice of cancellation or material change in coverage. Seller waives, and Seller will cause its insurers to waive, any right of subrogation or other recovery against Buyer or its subsidiaries, including their respective employees, officers, directors, agents or representatives. Buyer may require Seller to furnish evidence of the foregoing insurance, but Buyer's failure to request evidence of insurance will in no event relieve Seller of its obligation under this Section. Seller will be financially responsible for any of Seller's premiums, deductibles, retentions, self-insurance, co-insurance, uninsured amounts, or any amounts in excess of policy limits. Seller may satisfy the insurance requirements under this Section through a combination of self-insurance and catastrophic excess insurance.

19.2 Notice. Seller agrees to furnish to Buyer promptly upon request a certificate from its insurance brokers or agent showing that it carries adequate Workers' Compensation, and



Comprehensive General Liability insurance coverage, including Contractual Liability insurance applicable to the Contract. The certificate must show the amount of coverage, policy number, and date of expiration and must require the broker or agent to give Buyer thirty (30) days prior written notice of any lapse or cancellation of any policy. Buyer shall also be shown as an Additional Insured on the Comprehensive General Liability policy reflected on the certificate of insurance if services are to be performed on Buyer's premises. If Seller is self-insured for Workers Compensation coverage, it will, if requested by Buyer, provide the applicable state certificate establishing such status to Buyer. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's premises on account of any Product and shall cause all its Subcontractors (and subcontractors of Subcontractor) to provide similar waivers and agreements in form satisfactory to Buyer. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a material change in Seller's insurance policy. Under no circumstances will Buyer be required to provide additional insured status to Seller, nor will Buyer's insurer be required to waive subrogation rights against Seller or Seller's insurer. Buyer may maintain insurance in such types and amounts as Buyer may deem appropriate, in Buyer's sole discretion.

## **20. Publicity.**

Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered, or that such material has been supplied, or that Buyer is a customer of Seller.

## **21. Compliance with Laws.**

Seller will comply with applicable laws, ordinances, rules and regulations ("Laws") of the United States, Canada, Mexico and any other country in which the Product is manufactured or delivered (as well as any of their respective states, provinces or other political subdivisions). Seller will provide Buyer with all certifications and information reasonably requested by the other to assist the requesting Party in complying with its obligations under any Laws.

## **22. Limitation on Assignment.**

22.1 Non-assignability by Seller. Seller may not assign the Contract whether through direct or indirect assignment, transfer, or otherwise confer, voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or otherwise. Seller may not, delegate any of Seller's obligations under the Contract without Buyer's written consent. Any purported assignment or delegation in violation of this Section will be void.

22.2 Buyer Assignment. Buyer may assign any the Contract or any of Buyer's rights or obligations under the Contract. If Buyer assigns the Contract or any of its rights or obligations (whether in whole or in part), Seller releases Buyer from all liability as to the part that was assigned or delegated and hold the assignee solely responsible for performance of all such obligations.

## **22. Work Performed on Buyer's Premises.**

IF ANY WORK UNDER AN ORDER IS TO BE PERFORMED ON BUYER'S PREMISES, SELLER AGREES TO INDEMNIFY BUYER AGAINST ALL DAMAGES, CLAIMS AND EXPENSES ARISING OUT OF SUCH WORK AND BASED UPON PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND OTHER MATTERS RELATING TO ANY ACTS OR OMISSIONS OF SELLER, SELLER'S EMPLOYEES OR REPRESENTATIVES. PRIOR TO COMMENCEMENT OF SUCH WORK ON BUYER'S PREMISES, SELLER SHALL FURNISH TO BUYER SATISFACTORY EVIDENCE THAT SELLER AND SELLER'S REPRESENTATIVES HAVE ADEQUATE GENERAL COMMERCIAL LIABILITY, PROPERTY DAMAGE, EMPLOYER'S LIABILITY AND WORKMEN'S COMPENSATION INSURANCE. SELLER AGREES TO PERFORM THE WORK IN ACCORDANCE WITH THE SAFETY RULES OF BUYER AND APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

## **23. Excuse from Performance.**

23.1 Excuse. Any failure of either party to perform its obligations will be excused if, to the extent that and so long as: (i) performance is prevented by an event or occurrence beyond the parties' reasonable control, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or court injunction or order;(ii) the inability to perform was not caused by its fault or negligence, including its failure to implement prudent risk mitigation and disaster recovery measures. Notwithstanding the above, a party's performance is not excused by: (i) the change in cost of material, labor, energy or other inputs or other aspects of performance based on market conditions, supplier actions, labor disruptions or contract disputes; (ii) Seller's financial distress; (iii) any labor strike or other labor disruption applicable to Seller or to any of its Subcontractors; (iv) epidemics or pandemics.

23.2 Notice and Cooperation. The party unable to perform must give notice of the non-performance (including its anticipated duration) to the other party promptly, but no later than 48 hours, after becoming aware that it has occurred or is reasonably likely to occur, and thereafter must give prompt notices of any material changes in the facts relative to its ability to perform and/or the anticipated duration of the non-performance. Seller and Buyer shall share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the effects of the potential or actual excused non-performance. The party claiming excuse will be liable for any losses resulting from its failure to comply with this section.

23.3 Exclusivity. Section 23 is the sole basis on which performance may be excused based on the occurrence of unforeseen or unforeseeable events and supersedes any excuse under UCC 2-615 or any other statutory or common law theory.

23.4 Other Rights. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 10 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 10 days, the other party may terminate the Contract by notice given to the non-performing

party before performance resumes. During any delay or failure to perform by Seller, Buyer may at its option and at Seller's expense: (a) purchase Products from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Purchase Contract; or (c) have Seller provide Products from other sources in quantities and at a time requested by Buyer and at the price set forth in the Purchase Contract.

## **24. Governing Law, Place of Venue, Jurisdiction and Fees.**

24.1 Applicable Law, Venue, and Jurisdiction. All Contracts and the parties' performance hereunder and thereunder shall be governed by the internal laws of the state of Wisconsin, including the Uniform Commercial Code as adopted by such state, without giving effect to conflict of laws principles. Seller hereby consents to the exclusive jurisdiction and venue of the courts located in Waukesha County, Wisconsin.

24.2 UNCC Inapplicable. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Unless otherwise stated in the Contract, all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Products shall be paid by Seller, and prices include all commercial export packaging.

24.3 Attorney's Fees and Costs. In the event Buyer is involved in any litigation with respect to Seller's failure to perform a Contract obligation, Buyer shall recover from Seller its costs and attorneys' fees incurred in enforcing or defending its rights hereunder.

24.5 Specific Performance. In any action brought by Buyer to enforce Seller's obligations in connection with the production or delivery of Product or transition support, or for possession of Buyer Property, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief).

24.6 No Liens. Seller agrees that it shall not file any liens as a result of producing Products or services hereunder and that it shall not permit its subcontractors or other suppliers to file such liens. When requested, Seller shall provide Buyer with lien waivers for itself, its subcontractors and other suppliers in a form satisfactory to Buyer. If a lien is filed, Seller shall cooperate fully with Buyer, at Seller's expense, to cause the lien to be removed.

## **25. Independent Contractor.**

Seller, its agents and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Seller shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

## **26. Reservation of Rights; Waiver.**

Buyer explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary, and special damages. The failure of Buyer to insist upon strict performance of any term or condition contained in the Contract will not be considered a continuing waiver of such term or condition, or any other term or condition, or any of Buyer's rights. In addition, if any term in the Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination will not affect the remainder of the Contract terms, which will remain in full force and effect.

## **27. Ethical Conduct and Social Responsibility.**

Seller shall operate so that it takes social responsibility towards its employees and society as a whole into account. Seller shall be committed to respecting the following principles: preservation of human rights; elimination of forced, compulsory and child labor; freedom of association; elimination of any discrimination; compliance with occupational safety and health requirements; worker documentation and permits; employability by training and continuing education; equal opportunities and family-friendly policies; sub-supplier and subcontractor selection; ban on bribery and extortion; environmental consciousness; maintenance of environmentally friendly policies and processes; and motor vehicle safety

Seller agrees that it will not: (a) use forced labor, regardless of its form; (b) employ any person below the age of 15, unless it is part of a Government approved job training, apprenticeship or other program; or (c) engage in physically abusive disciplinary practices.

Seller further agrees that it will comply with any and all social responsibility, environmental, diversity or similar policy or code ("ESG"), however such ESG policy is described, of Buyer or Buyer's Customer and that Seller will immediately provide all such related information when requested by Buyer or Buyer's Customer.

Seller shall make available, upon Buyer's request, information relating to Seller's: total energy consumption, CO2 emissions, water consumption, waste (processing, disposal and recycling), VOC emissions, and compliance with the above social responsibility principles.

At Buyer's request, Seller shall certify Seller's and its sub-suppliers', subcontractors' and affiliates' compliance with the foregoing, and Buyer reserves the right to check at any time any of the compliance.

## **28. Customs.**

Unless otherwise stated in the Contract, all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Products shall be paid by Seller, and prices include all commercial export packaging. Transferable or benefits associated with Product purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Product necessary for Buyer to (i) receive these

benefits, credits, and rights; (ii) fulfill any customs obligations, origin marking, labeling, or disclosure requirements, and certification or local content reporting requirements; (iii) claim preferential duty treatment under applicable trade preference agreements or regimes; and (iv) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

## **29. Miscellaneous.**

29.1 Non-solicitation. For so long as there is the Contract is in effect between Buyer and Seller and for 12 months thereafter, Seller shall not solicit for employment any employee or contractor of Buyer. Buyer is not to be restricted from soliciting any employee, contractor, or customer of Seller.

29.2 Captions. Captions preceding particular sections are for convenience only and are not to be construed as part of the Contract or as a limitation of the scope of a particular section to which they refer.

29.3 Controlling Language. These terms are made in the English language only, which language shall be controlling in all respects and all versions of the terms in any other language shall be for accommodation only and shall not be binding upon the parties.

29.4 Electronic Communication. Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Contract, including requirements for electronic funds transfer, Purchase Order transmission, electronic signature, and communication. Seller will also make commercially reasonable efforts to comply with any modification to Buyer's specified method of electronic communication after the date of the Contract.

29.5 Waiver. The failure of either Party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

19.6 Severability. A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.

19.7 Interpretation. When used in these GTC, "including" means "including without limitation," and terms defined in the singular include the plural and vice versa.

19.8 Notices. Any notice or other communication required or permitted in the Contract must be in writing and delivered by means and to the person(s) commercially reasonable under the circumstances. Notice will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.