

**SOLERO TECHNOLOGIES**  
**PURCHASE ORDER TERMS AND CONDITIONS**

**1. OFFER AND ACCEPTANCE.** Each purchase order or revision thereof (“Order”) issued by Solero Technologies, LLC or Solero Technologies Shelby, LLC (as applicable, “Buyer”) is an offer by Buyer to seller or its applicable affiliate(s) named thereon (“Seller”) for the purchase of goods or services described therein and is governed by and subject in all respects to these Terms and Conditions of Purchase (“Terms”) exclusively as provided herein, and together with any attachments or items incorporated by reference (including any specifications, drawings, quality requirements or any other requirements of Buyer or Buyer’s customers (“Customers”)), and any supplier manual or other policies of Buyer provided or otherwise made available to Seller (together with any scheduling agreements or similar documents and any releases issued by Buyer under an Order, collectively, “Purchasing Documents”), constitute the complete and exclusive agreement between Buyer and Seller (the “Agreement”). Written acceptance of the Order, commencement of performance of any work or services pursuant to the Order, or failure to object in writing to the Order within five (5) business days of issuance will constitute Seller’s acceptance of the Order. Any objection by Seller to the Agreement, including these Terms, are deemed waived by Seller upon the occurrence of any one (1) or more of the conditions described in the immediately preceding sentence. Acceptance of the Order is strictly limited to and conditional upon Seller’s acceptance of the Agreement, including these Terms exclusively. All terms and conditions proposed by Seller that are different from or in addition to, or any other purported attempt by Seller to vary any of the terms and conditions of the Agreement, including these Terms, whether in Seller’s proposal, quotation, acknowledgement, invoice, warranty statement or otherwise, shall be deemed void and Buyer hereby expressly objects and rejects such additional, different or varied terms and conditions; provided, however, that such proposal or attempted variance shall not be deemed a rejection of or counteroffer to the Order by Seller. The Agreement constitutes the entire agreement between Buyer and Seller, and no prior offers, proposals, quotations, statements, forecasts, courses of dealing, usage or trade shall be part of the Agreement; provided, however, for avoidance of doubt, any signed award letter, source letter, nomination letter or similar document issued by Buyer relating to the goods or services will continue to apply after the Order has been issued as modified thereby (with any conflict between such earlier award letter, source letter, nomination letter or similar document and the Order being governed and controlled by the Order). Any reference on the face of the Order to Seller’s quote or other prior communication does not imply acceptance of any term, condition or instruction therein, but is solely to incorporate the description or specifications of the goods or services to be supplied to Buyer, and only then to the extent that such description or specifications are not in conflict with the description or specifications on the face of the Order.

**2. PRICE.** The Order must not be filled at prices higher than those specified on the Order, which prices are fixed and complete. No surcharges, premiums or other

additional charges or expenses of any type may be added to such stated prices without Buyer's express prior written consent. Prices are not subject to increase and Seller expressly assumes the risk of the occurrence or non-occurrence of any events (foreseeable or otherwise) that may affect prices or Seller's direct or indirect costs, including volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, governmental acts (including tariffs, embargos or quotas), and any other event which may impact the price or availability of materials, supplies, services or labor.

- Seller warrants that the prices specified in the Order are no less favorable than prices given by Seller to any other customer for like goods or services (after consideration of all discounts, rebates and allowances). If Seller quotes a lower price, reduces prices to anyone or accepts payment of a lower price from anyone during the term of the Agreement, Seller will immediately notify Buyer and Buyer is authorized to revise the Order, as applicable, to such lower pricing and Seller shall be automatically deemed to have accepted such revised Order. Seller shall further ensure that the goods and services remain competitive in technology, service, and quality to other similar goods and services available to Buyer. If a competitor to Seller quotes substantially similar goods or services that are of better value, technology or quality, then within fifteen (15) days of Buyer's demand, Seller shall meet or exceed such competitive quotation.
- The prices specified on the Order include all federal, state and local taxes that Seller is required by law to collect from Buyer and from which Seller cannot obtain an exemption. Such taxes shall be separately stated on Seller's invoices and shall be paid by Buyer, unless an exemption is available.
- Unless otherwise agreed to in writing by Buyer, the price specified on the Order includes all charges for customs expenses, duties, tariffs, handling, preparation, setup, packing, cartage, storage, drayage, detention, demurrage, transportation, and all other known or unknown direct and indirect Seller costs. Without limiting the foregoing, Seller shall pay all delivery charges in excess of that which Buyer has agreed in writing to pay as necessary to meet Buyer's required delivery dates.
- Seller warrants that the prices will comply with all applicable governmental laws, rules, regulations and orders.
- Seller agrees to fully participate in any cost reduction programs or similar initiatives or requirements of Buyer or Buyer's Customers as requested from time to time, including providing personnel, resources, and goods as required and at no cost to Buyer or Buyer's Customers.

**3. SHIPPING AND PACKING.** All shipments of goods must be accompanied by a packing slip, which describes the articles, states the Order number, and shows the shipment's destination. Seller agrees to promptly forward the original bill of lading

or other shipping receipt for each shipment in accordance with Buyer's instructions. No charges will be allowed for packing, crating, and transportation unless stated in the Order. Goods (including any equipment) shipped under the Order must be shipped without oil or any other fluids and must comply with all Buyer's specifications and must comply with local, state, and federal environmental regulations, including those dealing with air pollution control, wastewater control, chemical usage, and employee exposure in the absence of any instructions from Buyer. Seller shall bear all liability for spillage if the shipment does not so comply. All goods shall be suitably prepared for shipment and must be labeled, packed, routed, and shipped in accordance with Buyer's instructions and specifications as provided from time to time, and otherwise in compliance with applicable law. To the extent labeling, packaging, routing or shipping requirements are not provided by Buyer, Seller shall pack, label, route, and ship the goods in accordance with sound commercial practices and otherwise in a manner that will ensure that the goods are adequately protected against damage and deterioration in transit and to otherwise ensure the best method of cost-efficient transportation. Without otherwise limiting Buyer's rights and remedies, Seller shall reimburse Buyer on demand for any liabilities, damages and costs incurred as a result of Seller's improper packing, labeling, routing or shipping or any other non-compliance with this paragraph, including all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage, rework, repair or replacements.

**4. DELIVERY - RISK OF LOSS; SAFETY STOCK.** Deliveries must be made both in quantities and at times specified on the face of the Order or in Buyer's schedules and time is of the essence in Seller's performance under the Agreement. Buyer's delivery schedules are an integral part of the Agreement, are governed by these Terms and are not independent contracts. Buyer will not be required to make payment for goods or services delivered to Buyer that are in excess of quantities specified by Buyer. Buyer may reject any early, late, partial or excess deliveries. Buyer may change the rate of scheduled deliveries or performance or direct temporary suspension of the same, neither of which entitles Seller to any price modifications. Risk of loss or damage and responsibility for the inspection, sorting, storage, maintenance, insurance, re-performance or return of any rejected deliveries or deliverables shall be borne solely by Seller.

- If Seller fails to meet the agreed upon delivery requirements for reasons other than those specified in paragraph 15 below, and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified, Seller shall ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount, if any, that Buyer would have paid for normal shipment.
- Unless provided otherwise in the Order, all goods are sold DDP (Solero Technologies), and title to the goods shall pass to Buyer at the delivery point but, notwithstanding anything to the contrary, risk of loss or damage shall not

pass to Buyer until such goods are finally accepted by Buyer regardless of any transfer of title.

- No act of Buyer, including acceptance of early, late, partial or excess deliveries or performance, any inspection (or lack thereof) or payment, shall act as a waiver of Buyer's rights under these Terms.
- Without otherwise limiting Buyer's rights and remedies, Seller shall reimburse Buyer on demand for any liabilities, damages and costs incurred as a result of Seller's late or missed delivery (including late or missed deliveries resulting from nonconforming goods or services) or any other non-compliance with this Paragraph, including all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage, rework, repair or replacements.
- Seller shall take all necessary measures to prevent any impact to Buyer's production, including (i) maintaining sufficient safety stock of raw material, components, and finished goods, as well as having appropriate personnel in place to perform services, (ii) having contingency plans in place for obtaining raw material, components or necessary or helpful services from alternate providers and locations as well as expediting, and (iii) all other measure necessary in each case so as to avoid any impacts to Buyer, including preventing impacts related to supply or utility shortages or disruptions, transportation delays, etc. Without limiting the foregoing, Seller shall maintain at all times a minimum (i) two (2) weeks of finished goods if Seller ships from the country of Solero's delivery location and (ii) four (4) weeks of finished goods within sixty (60) miles of Solero's delivery location if Seller manufactures or ships from a country other than Solero's delivery location.

**5. QUANTITY, DURATION.** If a specific quantity is not specified on the face of the Order, or if the face of the Order specifies the quantity as zero, "blanket," "see release," "as scheduled," "as directed," "as requested," "subject to Buyer's releases" or any similar descriptors, then the Order shall be deemed a requirements contract, and Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller one hundred percent (100%) (or, if multiple sourced, the specified percentage as stated on the face of the Order) of Buyer's requirements for the goods or services, and those requirements will be reflected in quantities that are specifically identified by Buyer as firm orders in Buyer's releases issued or otherwise made available to Seller. Subject in all respects to Buyer's termination rights, the Agreement is binding on the parties for (a) the length of the applicable original equipment manufacturer vehicle or other program production life for which Buyer anticipates incorporating the goods or services, (b) such alternate duration expressly set forth on the face of the Order, or (c) one (1) year from the date the Order is issued if the goods or services are not associated (directly or indirectly) with one (1) or more applicable original equipment manufacturer vehicle or other programs (as determined by Buyer),

automatically renewing for successive one (1) year periods thereafter unless Buyer provides notice to Seller of its desire not to renew (and thereafter, Seller shall reasonably cooperate with Buyer to secure an alternate source of supply acceptable to Buyer and to otherwise ensure an orderly transition of supply pursuant to paragraph 14 below). Seller's obligations with respect to service and replacement goods, including those under paragraph 31 below, will survive expiration or termination of the Agreement. Seller acknowledges and assumes the risk of the original equipment manufacturer vehicle or other program production life, as applicable, being delayed, suspended, cancelled, extended or otherwise expanded or reduced, and agrees to supply according to any applicable program (or related program) life changes. Notwithstanding anything to the contrary, Buyer may purchase and use goods from other suppliers for purposes of (i) evaluation, qualification, trial production testing or similar purposes, (ii) protecting against actual, threatened, potential or perceived shortages or disruptions in supply from Seller, including in connection with any breach or threatened breach by Seller of the Order, or (iii) as otherwise permitted by the Order.

**6. FORECASTS.** Unless otherwise expressly agreed by Buyer in a signed writing, except for the first four (4) weeks of Buyer's forecast, which shall be deemed firm,; (i) any other estimates, forecasts or other projections of anticipated requirements for goods and services or program lengths provided by Buyer, if any, are, for avoidance of doubt, non-binding and provided for informational purposes only and are subject to change for any variety of internal and external factors within and outside Buyer's control; (ii) Buyer makes no representation, warranty, express or implied, including as to the accuracy or completeness of any such estimates, forecasts or other projections provided by Buyer to Seller from time to time; and (iii) no such estimate, forecast or projection shall be deemed or otherwise construed as any form of commitment of Buyer or otherwise binding on Buyer in any respect.

**7. INVOICING AND PAYMENTS.** Seller shall promptly render after delivery of goods or performance of services, correct and complete invoices to Buyer and shall accept payment by check or, at Buyer's discretion, other cash equivalent (including purchase cards or electronic transfer of funds). Payment shall be due Net 60 days from the date Buyer receives the conforming goods or services together with a proper invoice, except as may otherwise be agreed by the parties in writing. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances, and claims on the goods or services provided under the Order. All amounts due Seller shall be considered net of indebtedness or obligations of Seller or its affiliates to Buyer or its affiliates. Buyer may set off against or recoup from any amounts due or to become due to Seller or its affiliates, any amounts due or become due from Buyer or its affiliates however and whenever arising. If an obligation of Seller or its affiliates to Buyer or its affiliates is disputed, contingent or unliquidated, Buyer may defer payment of all or a portion of the amount due to Seller or its affiliates until such obligation is resolved. Further, in the event Buyer reasonably feels itself insecure or at risk, Buyer may withhold and recoup a corresponding amount due Seller to

protect against such risk. In the event a Customer fails to pay Buyer for items or services incorporating or using Seller's goods or services or debits, sets off or otherwise recaptures any amounts due or previously paid to Buyer for items or services incorporating or using such goods or services, Buyer may, in its sole discretion, either: (a) assign to Seller the right to collect such amounts from such Customer, in whole or in part, and Seller agrees to accept such assignment as payment for any amounts due from Buyer to Seller on a dollar for dollar basis; or (b) set off against any amounts due or to become due to Seller or its affiliates from Buyer or its affiliates, or debit any amount previously paid by Buyer to Seller for such goods and services, in each case on a dollar for dollar basis as determined by Buyer in its sole discretion. Seller agrees, as a condition of payment, to attach to or stamp on each invoice issued pursuant to the Order the following statement: "We certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and Orders of the United States Department of Labor issued under Section 14 thereof."

**8. WARRANTIES OF SELLER.** Seller expressly warrants that all goods or services covered by the Order: (a) conform to the Order, specifications, drawings, samples, and descriptions furnished or approved by Buyer; (b) are merchantable, of good material and workmanship, and free from defect in materials and workmanship; (c) are fit, suitable, and sufficient for the particular purpose intended by Buyer, including and as applicable, the specified performance in the component, system, subsystem or end-product location and the environment in which they are or may reasonably be expected to perform; (d) comply with all applicable laws of the jurisdictions in which the goods and services, and the products and services containing such goods and services, originate or are to be consumed, used, sold, or performed; and (e), at the time of physical delivery, are conveyed to Buyer with good title, free of all liens, claims, and encumbrances whatsoever. If Seller or its subcontractors or suppliers have participated in or approved the design of the goods or services or approved, Seller also expressly warrants that such design(s) are free of defect, even if the design has been approved or otherwise adopted by Buyer. Buyer is relying upon the expertise of Seller in the selection, manufacture and integration of the goods and services. If Seller is aware, is made aware or becomes aware that the goods or services are not appropriate for the use intended by Buyer or that the specifications given to Seller by Buyer or Buyer's Customer will result in less-than-optimal performance of the goods or services, Seller shall immediately notify Buyer. Seller shall also notify Buyer if the location or environment of the goods or services within the vehicle or product will affect their performance or if anything (different than that called out in the prints or specifications) is necessary for the goods to perform for the intended use. All goods and services are subject to Buyer's inspection. Payment for, inspection of, or receipt of, goods or services will not constitute acceptance of the goods or services or a waiver of any breach of warranty. The warranty period shall be that provided by applicable law, except that if Buyer is obligated to provide a longer warranty period to or otherwise by its Customer, such longer period shall apply, and in no event shall such warranty period be shorter than

sixty (60) months from Buyer's final acceptance of the applicable goods or services; provided, however, notwithstanding the foregoing warranty periods, upon the occurrence of any serial defect (as determined by Buyer in its sole discretion), the warranty period shall continue indefinitely. The warranties provided in this paragraph are in addition to all other warranties available under applicable law, and all such warranties shall survive inspection, testing, audit, review, acceptance, use or incorporation of the goods and services by Buyer.

**9. REJECTION OF GOODS.** Nonconforming or defective goods or services may be returned to Seller for, at Buyer's option, full refund or credit or prompt replacement at Seller's risk and expense, including all expenses for labor and materials in dealing with or removing such nonconforming or defective goods and services, all charges for handling, sorting, packaging and transportation both ways, without limiting or affecting Buyer's other rights or remedies. No replacement of nonconforming goods may be made except as authorized by a replacement Order signed by Buyer. The warranties provided in these Terms shall likewise apply to such repaired, replaced, substituted or re-performed goods and services.

**10. CHANGES.** Buyer at any time in writing may make changes in the drawings, designs and specifications of the goods or otherwise change the scope of the work covered by the Order, including work with respect to such matters as drawings, designs, specifications, inspection, testing or quality control, the method of packing and shipping, the place of delivery, shipping instructions, and quantity or delivery schedules. Seller agrees to promptly make such changes. If such changes affect the cost or time required for performance, and if Seller makes claim for adjustment in writing within seven (7) days of receipt of notification of change. If after reviewing such claim, Buyer determines in its sole judgment that an adjustment is warranted, the parties will discuss an equitable adjustment taking into consideration any adjustments received by Buyer from its Customer; provided, however, any such adjustment shall only be considered if and to the extent the underlying change is the sole and direct result of a requirement of Buyer. No price increase shall take effect unless and until an Order revision is issued by Buyer to Seller, and Seller shall permit Buyer to audit all relevant Seller records and facilities to verify Buyer's claim and request. Otherwise, such claim for equitable adjustment is waived and the Order will be deemed to be modified. Seller shall diligently continue performance of the Order, as changed, pending agreement on the amount, if any, of such equitable adjustment. Nothing contained in the Order shall relieve or excuse Seller from proceeding without delay in performing the Order as changed. Seller must not make any change in design, processing, packing, shipping, or place of delivery without Buyer's written approval. Seller shall make no changes to the manufacture of goods or performance of services, including any changes in manufacturing or assembly processes or procedures, specifications, designs, materials, internal or external finishes, fitments, forms or functions, location of manufacturing facilities, or personnel performing services, without Buyer's prior written consent. If Seller proposes a change, Seller shall notify Buyer at least twelve (12) months prior to the proposed date of implementation together with all necessary information and

documentation so as to permit Buyer to fully assess the proposed change. Seller shall provide, at Seller's sole cost, any samples and additional information, testing or other data requested by Buyer at the times and in the form requested by Buyer. In connection with and prior to implementation of any such change request approved by Buyer in writing, Buyer may condition its approval on and otherwise require, among any other requirements demanded of Seller, that (a) adjustments be made to the price or time for delivery or performance of goods and services and (b) Seller, at Seller's sole cost, prepare a safety stock of goods satisfactory to Buyer. No changes may be made by Seller other than in accordance herewith.

**11. TERMINATION FOR BANKRUPTCY.** Buyer may immediately terminate the Order without liability upon the happening of any of the following or any other comparable event: (a) insolvency of Seller; (b) filing of a voluntary or involuntary petition in bankruptcy by or against Seller; (c) appointment of a receiver or trustee for Seller; (d) any accommodation by Buyer, financial or otherwise, not contemplated by the Order, that is necessary for Seller to meet its obligations under the Order; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days after such event. Seller shall reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not the Order is terminated, including all attorneys' or other professional fees.

**12. TERMINATION FOR CONVENIENCE.** In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may terminate all or any part of the Order at any time and for any reason by giving written notice to Seller. Upon receipt of such notice, Seller shall immediately stop work on the Order or the terminated portion thereof and notify any subcontractors to do likewise. Buyer shall pay to Seller the Order price for all goods or services that have been completed in accordance with the Order and not previously paid for. Where articles or materials are to be specifically manufactured for Buyer hereunder and where Seller is not in default, an equitable adjustment shall be made to cover Seller's actual cost, excluding profit, for work-in-process and raw materials as of the date of termination, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Order. Buyer will not be liable for any charges or expenses incurred by Seller in advance of the normal lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred after the giving of notice of cancellation. Buyer will make no payments for finished goods, work-in-process, or raw materials (i) in amounts more than those authorized by Buyer or for any undelivered goods which are in Seller's standard stock, or which are readily marketable; provided, however, notwithstanding the foregoing, in no event shall Buyer be liable for more than six (6) weeks of finished goods, work-in-process, or raw materials and (ii) without sufficient evidence, as reasonably determined in Buyer's sole discretion, of Seller's actual, validated costs related thereto and in support of such claim. Seller must submit any claim to Buyer in writing within fifteen (15) days after the date of termination or Seller's claim(s) will be waived. Payments made to Seller under this



paragraph represent the sole responsibility of Buyer in case of cancellation of the Order and Seller agrees not to charge any other costs, expenses or fees to Buyer nor will Buyer be liable for any other costs, expenses, losses, or fees arising out of the cancellation or termination of the Order under this paragraph. Buyer has relied upon Seller's agreement to manufacture the goods or provide the services at the price and on the terms stated in the Order to allow Buyer to fulfill its contract to sell to Buyer's Customer the products that incorporate the goods or services. Consequently, Seller may not terminate the Order before expiration.

**13. TERMINATION FOR DEFAULT.** In addition to any other remedies or rights afforded by law, Buyer reserves the right to terminate all or any part of the Order, for default of Seller, if Seller: (a) repudiates or breaches, or threatens to breach, any of the terms of the Agreement, including Seller's warranties or any actual or threatened "stop shipments" or any other actual or threatened failure to timely deliver or perform in full; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within ten (10) days after receipt of written notice from Buyer specifying such failure or breach; or (d) fails to remain competitive on cost, quality or technology. If Buyer terminates its purchase obligations pursuant to this paragraph, Buyer will have no obligations to Seller in respect of the terminated portion of the Order and Buyer's liability will be limited to the delivered portion of the Order at the rate specified on the face hereof. Buyer will be entitled to recover all damages or losses attributable to such repudiation, breach, or failure by Seller. In the event any termination made pursuant to this paragraph is later held by a court of last resort to have lacked cause as described in this paragraph or otherwise, the parties acknowledge and agree that such termination shall be automatically deemed a termination for convenience pursuant to paragraph 12 above.

**14. TRANSITION OF SUPPLY.** In connection with the expiration, cancellation or termination of the Order by either Buyer or Seller, in whole or in part, for any or no cause (including Buyer's decision to change to an alternate source for manufacture of the goods in question, including a Buyer- owned or -operated facility), Seller will cooperate in the transition of supply. During the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s), Seller will continue production and delivery of all goods and services as ordered by Buyer, at the prices and in compliance with the terms of the Order, and promptly provide all requested information and documentation regarding Seller's operations and access to Seller's facilities where goods are manufactured or services are performed, in each case as required by Buyer without premium or other condition. Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of the goods or services, information including suppliers and subcontractors, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing. If resource of the goods or services occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the

transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that, upon request, Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement after the dispute has been resolved.

**15. EXCUSABLE DELAYS.** If either party is unable to perform its obligations under the Agreement as a result of a force majeure event beyond the reasonable control of such party and without such party's fault or negligence, then any delay or failure to perform under the Agreement that results solely and directly from such force majeure event will be excused for only so long as such force majeure event continues so long as the affected party gives written notice of the delay to the other party as soon as practicable after the occurrence of the force majeure event but in no event more than two (2) days thereafter (together with all information reasonably necessary to understand and verify the same, and an estimate of the duration thereof). As used herein, "force majeure events" are strictly limited to fires, floods, natural disasters, official declarations of war, civil riots, government order, law, or actions, or pandemics or epidemics officially declared by the World Health Organization. For avoidance of doubt, force majeure events do not include events that are foreseeable, organized labor activities, lockouts, strikes or other labor or commercial disputes, changes in economic circumstances (including volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, tariffs or similar governmental acts, and any other event which may impact the price or availability of materials, supplies, services or labor), Seller's subcontractors' or suppliers' defaults, telecommunication, equipment or banking system failures. Seller shall use best efforts to end the delay or failure and ensure the effects of such force majeure event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the force majeure event. During any delay or failure to perform by Seller, Buyer may (a) purchase substitute goods and services from other available sources and reduce its order quantities for goods and services respectively, with Seller reimbursing Buyer for any additional costs to Buyer for such substitutes or (b) have Seller provide substitute goods and services from other available sources as it directs. Without limiting Seller's other obligations under this paragraph, in the event of any supply allocation by Seller in connection with a force majeure event, Seller will give preference to Buyer for all goods and services ordered prior to and for the duration of such force majeure event until such time as Seller is operating normally. Notwithstanding the foregoing or anything contained herein to the contrary, if Seller fails to promptly (in no event later than two (2) business days of the occurrence of the force majeure event) provide adequate assurances to Buyer in writing that any delay or failure will not exceed thirty (30) days, or in the event any delay or failure lasts more than thirty (30) days, Buyer may terminate the Agreement or all or any part of the Order without any liability or obligation to Seller, including any obligation to purchase, pay or reimburse Seller for undelivered finished goods, work-in-process or raw materials. For avoidance of doubt, the rights granted to Seller with respect to

excused delays under this paragraph are intended to limit Seller's rights under theories of force majeure, commercial impracticability, impracticability, or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under Sections 2-615 or 2-616 of the Uniform Commercial Code. Without limiting the foregoing or any of Seller's other obligations under the Agreement, sufficiently in advance of the expiration of any of Seller's labor contracts or immediately after Seller anticipates or learns of any potential or impending strike, labor dispute, work stoppage or other disruption at Seller's facility(ies) that could impact delivery of goods to Buyer or Seller's ability to otherwise perform, Seller will immediately commence and promptly complete production of an inventory of finished goods in quantities sufficient to ensure the continuous and full supply of goods to Buyer during the duration of any such strike, dispute, stoppage or other disruption, and locate such inventory in an area that will not be impacted thereby.

**16. LABOR DISPUTES.** Seller shall provide at least four (4) months' written notice to Buyer prior to the scheduled expiration of any current labor contract. If requested by Buyer, Seller shall establish, at Seller's expense, a 30-day inventory of finished goods, at a site mutually agreed upon with Buyer, before the expiration of any such labor contract. Seller shall notify Buyer immediately of any actual or potential labor dispute delaying or threatening to delay the timely performance of any open Order.

**17. CUSTOMER REQUIREMENTS.** Seller shall comply with the applicable terms and conditions of any agreements between Buyer and Buyer's Customer (the "Customer Orders") pursuant to which Buyer agreed to sell to Buyer's Customer products or assemblies which incorporate the goods provided by Seller hereunder. This provision specifically includes costs and obligations imposed by warranty programs instituted by the original equipment manufacturer that ultimately purchases Buyer's products that incorporate the goods sold by Seller if applicable to Buyer under the terms of the Customer Order. If Buyer is not acting as a Tier One supplier, the defined term "Customer Order" shall also include the terms and conditions of the original equipment manufacturer that ultimately purchases Buyer's product that incorporates the goods or services sold by Seller. Seller will be responsible to ascertain how the disclosed terms affect Seller's performance under the Order. By written notice to Seller, Buyer may elect to disclose and have the provisions of the Customer's Orders prevail over any term of the Agreement at any time. In addition to any other rights or remedies available to Buyer, if Buyer's Customer directed, recommended or otherwise requested that Seller be the vendor for the goods or services: (a) Buyer will pay Seller only after and to the extent of, and in proportion to, Buyer's actual receipt of payment from such Customer for those items into which such goods and services are incorporated; and (b) Buyer shall extend, and Seller shall accept such extension of, applicable pay terms to the same extent Buyer's pay terms with such Customer are adjusted from time to time.

**18. PATTERNS, TOOLS, AND EQUIPMENT.** Buyer will have title to and the right of immediate possession of any materials, pattern, tools, jigs, dies, equipment or materials (together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and all related

documentation, drawings, specifications, samples, test reports, hardware, software and facilities, collectively, "Equipment") furnished or paid for by Buyer ("Property"), and Seller must not use such Property while in its possession for any work other than that of Buyer. If Seller purchases Property with Buyer's funds or is reimbursed by Buyer (directly or amortized through piece price), Seller shall execute a bill of sale and any and all other documents necessary to transfer title free and clear of any liens to Buyer. While in Seller's possession, Property will be held by Seller as a bailee and must be maintained in good and usable condition at no further cost to Buyer. Seller shall maintain and administer a program for the maintenance, repair and preservation of the Property, and appropriate identification of its ownership in accordance with sound industrial practice. When requested, Seller shall furnish inventory schedules on the Property, or return the Property to Buyer in the condition in which it was received, except for reasonable wear and tear and consumption in the normal performance of work for Buyer.

Seller grants Buyer (or its designee) an irrevocable option to take possession of and title to any Equipment that is unique and used to manufacture the goods or perform the services upon payment of the net book value less any amounts previously paid to Seller for the cost of such Equipment, except where such Equipment is primarily used to produce goods or perform services that comprise commodity goods and services.

Any material furnished by Seller and paid for by or charged to Buyer will be owned by Buyer and held by Seller as a bailee and Seller shall assume the risk for any damage or loss thereto. Seller shall indemnify, defend, and hold Buyer Indemnitees (as defined below) harmless against all claims, demands, liabilities, costs and expenses, based upon or arising out of the use, storage or handling of the Property until returned to Buyer's possession. Seller shall sign, or hereby authorizes Buyer to sign on its behalf, any documents deemed reasonably necessary by Buyer, to be filed with federal, state or local officials to record Buyer's title and interest in any Property furnished or paid for by Buyer. Property and other material owned by Buyer shall be subject to removal at Buyer's request at any time without notice. Buyer does not guarantee the accuracy of, or the availability or suitability of, any Equipment, Property or other material of Buyer, and all such items are supplied by Buyer (if at all) "as-is" without any warranty of any kind and shall be returned in no less than the same condition as originally received by Seller, reasonable wear and tear excepted.

**19. NON-DISCLOSURE OF INFORMATION DESIGNS AND DATA.** All non-public, confidential or proprietary information of Buyer, including specifications, samples, patterns, designs, plans, drawings, documents, data, hardware, software, material formulations and compositions, manufacturing processes and methods, business operations, customer or supplier lists, pricing, discounts or rebates, disclosed or otherwise made available by Buyer or its agents to Seller, and any representations, compilations, analysis, and summaries of the foregoing, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, or observed or otherwise learned, and whether or not marked, designated or otherwise identified

as “confidential” in connection with the Agreement shall be held by Seller in strict confidence and used solely for the purpose of doing business with Buyer pursuant to the Agreement, and may not be otherwise used, disclosed or copied by Seller unless authorized in advance by Buyer in writing. Seller shall restrict access to and limit disclosure of Buyer’s confidential information to only those of Seller’s employees, directors, officers, managers, and advisors with a need to know the information to accomplish the purpose of the Agreement, provided that they have been instructed and are bound in writing not to disclose the confidential information or use it for any purpose other than as permitted under the Agreement; and provided further that Seller shall at all times remain fully liable to Buyer for any act or omission by such persons that would constitute a breach of the Agreement if such act or omission had been taken or not taken by Seller directly. Upon Buyer’s request, Seller shall (with written certification thereof) promptly return all documents and other materials received from Buyer and promptly and securely destroy any compositions, summaries or other embodiments thereof. Buyer shall be entitled to injunctive relief for any violation of this paragraph. The obligations of non-use and confidentiality set forth in this paragraph do not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure as evidenced by Seller’s written records; or (c) rightfully obtained by Seller on a non-confidential basis from a third party as evidenced by Seller’s written records. The obligations contained in this paragraph shall not prevent Seller from disclosing Buyer’s confidential information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Seller provides Buyer prompt notice of such requirement so as to permit Buyer to seek an appropriate protective order to prevent disclosure of all or part of such confidential information and Seller reasonably cooperates with Buyer in obtaining such protective order, and provided further that Seller will disclose only that portion of the confidential information that Seller is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such confidential information. Without limiting the foregoing, Seller will not advertise, publish or otherwise disclose to any third party (other than to Seller’s professional advisors, on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to sell Buyer the goods and services covered by the Order or use any trademarks or trade names of Buyer in any press release, advertising or other promotional materials. For the avoidance of doubt, Seller’s obligations under this paragraph shall survive any expiration or termination of the Agreement. No information, including commercial, financial or technical information, disclosed or otherwise made available in any manner or at any time by Seller to Buyer in connection with the Agreement (including any such disclosures predating the Agreement) shall be deemed to be confidential or proprietary information, and Seller shall have no rights against Buyer with respect to any use or disclosure of such information.

**20. INTELLECTUAL PROPERTY.** Seller warrants that any materials, supplies, or other goods furnished by Seller or its affiliates to Buyer will not infringe any United

States or foreign patent, trademark, copyright, or mask work right by reason of their manufacture, use or sale or otherwise as contemplated in connection with the Order, and will not misuse or misappropriate any trade secret. Seller: (a) shall indemnify, defend, and hold harmless Buyer Indemnitees against all such claims, demands, losses, suits, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, or mask work right by reason of the manufacture, use, or sale of the goods or services under the Order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; (b) hereby waives any claim against Buyer under the Uniform Commercial Code or otherwise, including any copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) hereby grants to Buyer, its affiliates, agents, and Customers, and each of their subcontractors a worldwide, non-exclusive, royalty-free, irrevocable license to make, have made, use, sell and exploit, and repair, have repaired, reconstruct and have reconstructed, the goods ordered under the Order. The foregoing license to make or have made may be exercised only upon the transition of supply pursuant to paragraph 14 above to Buyer or the person(s) designated by Buyer and is subject to Buyer's payment of a reasonable royalty (as determined in Buyer's sole discretion) with respect to any of Seller's intellectual property protected by a currently issued valid U.S. patent and used in the manufacture of the goods or the provision of services except to the extent such transition of supply occurs as a result of Buyer's termination for cause, in which case such license shall be royalty free. In the event work performed by Seller under the Order results in any invention or work of authorship, whether patentable, copyrightable or not, regarding any engine, drive-train, or automotive component or solenoid component used in any industry or assembly, or the manufacture or use thereof, Seller hereby assigns and shall assign to Buyer all right, title and interest to such invention or work of authorship and to any patents, copyrights or other intellectual property which Seller may obtain thereon. Seller will assist Buyer, at the request and expense of Buyer, in the completion and execution of all documents necessary to obtain such patents, copyrights or other intellectual property and to perfect and record Buyer's ownership thereof. Seller agrees that any such work of authorship which can be construed to be a "work for hire" under the provisions of the United States Copyright Act shall be considered a "work for hire". Upon Buyer's request, Seller agrees to provide all documents and other information necessary for Buyer's (or its designee's) use of such intellectual property. Seller will provide Buyer (on a non-confidential basis) all technical information requested by Buyer from time to time relating to the goods and services which is necessary or useful to Buyer's every use of the goods and services, including with respect to the manufacture, design, and performance of such goods and services, and any drawings, engineering validations, qualifications, applications, and compliance or other testing. Seller will not assert and hereby irrevocably waives any claim against Buyer, Buyer's Customers, and Buyer's designees with respect to any information,

including technical information, used, disclosed or otherwise made available by Seller in connection with the provision of goods and services under the Agreement, excluding valid claims of infringement concerning patented intellectual property not licensed pursuant to this paragraph.

**21. INDEMNIFICATION AND INSURANCE.** Seller shall indemnify, defend, and hold harmless Buyer, its affiliates and Customers, and the direct and indirect users of the products and services sold by Buyer, and each of their respective equity holders, employees, directors, officers, managers, and advisors, affiliates, agents, customers, invitees, successors, and assigns (“Buyer Indemnitees”) against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities (including reasonable attorneys' and other professionals' fees) of any nature or kind (including special, incidental, consequential, indirect, personal injury, death, and property damages, royalties, anticipated or lost profits, any voluntary or involuntary recall or other customer field service action costs, costs allocated under warranty allocation programs, production delay, stoppage or interruption costs, inspection, handling, reworking, and re-performance charges, settlements and judgments, and other costs associated with Buyer's administrative time, labor, and materials) resulting from the death or injury to any person or damage to any property arising out of or in any way connected with the performance of the Order by Seller or the goods and/or services provided hereunder, or with respect to matters and allegations that the goods and/or services are defective, unfit or unsafe, or that the goods do not meet applicable laws, even if the loss results from the concurrent or partial negligence of Buyer. Seller's obligation to provide indemnification as described in this paragraph shall apply regardless of whether any claim arises in tort, negligence, contract, warranty, strict liability or otherwise. At Buyer's request, Seller shall defend such claims or suits at Seller's expense by reputable counsel satisfactory to Buyer. Seller shall, at its expense, maintain insurance coverage in commercially reasonable amounts and otherwise satisfactory to Buyer for Workers' Compensation, Employer's Liability and Comprehensive General Bodily Injury and Property Damage, including product recall and product liability coverage and professional liability coverage without any cyber exclusion. Each of the forgoing policies must be maintained with a company rated “A- VII” or better by A. M. Best, or reasonable equivalent. Seller shall furnish Buyer with certificates setting forth the amounts of coverage, policy number(s) and expiration date(s) as requested from time to time. Seller shall cause the applicable insurer to provide thirty (30) days' notice to Buyer prior to cancellation or material changes to applicable policies. Any cancellation or change shall not affect Seller's obligation to maintain the required insurance coverage. Any coverage written on a claims made form must be maintained for three (3) years after expiration or termination of the Agreement. No coverage required by this paragraph shall in any way apply as a limit to Seller's liability or Buyer's entitlement to recovery.

**22. Remedies.** The rights and remedies reserved to Buyer herein are cumulative with and in addition to all other legal or equitable remedies available to Buyer under

the Agreement (including these Terms) or applicable law. Without otherwise limiting such rights and remedies, Buyer may, at its option: (a) return nonconforming goods or services to Seller, at Seller's risk and expense, and require Seller to immediately issue Buyer a refund of all amounts paid or full credit against the price otherwise chargeable, or promptly repair or replace the goods or re-perform the services at Seller's risk and expense; (b) retain the goods and services and set off losses against any amount due Seller or its affiliates by Buyer or its affiliates; or (c) repair or replace the goods and services and charge Seller with all direct and indirect expenses arising therefrom. In addition to Buyer's rights and remedies set out herein, for avoidance of doubt, Buyer has all of the other rights and remedies that applicable law grants buyers, including the right to recover special, incidental, consequential, indirect or other damages resulting from any breach by a seller, including any costs, expenses, and losses incurred directly or indirectly by Buyer or its Customers (including the costs of production delays, stoppages or interruption costs, inspection, handling, reworking, and re-performance charges inspection, sorting, storage, rework, repair, replacement, re-performance, voluntary or involuntary recall or other corrective service actions, and any personal injury, death or property damage caused by such breach or any nonconforming goods or services). Without otherwise limiting any right of reimbursement, refund, credit, set off or other manner of recoupment available to Buyer or its affiliates, Buyer shall have the right, without prior notice, to debit any amounts owing to Buyer or its affiliates resulting from any breach by Seller of any of Seller's obligations under the Agreement as determined by Buyer in its sole discretion. Seller shall notify Buyer of any good faith dispute with any debit within ten (10) days from the date of the debit or shall be deemed to have waived all rights to dispute such debit. The parties shall seek to resolve any debit-related disputes expeditiously and in good faith, provided that Seller shall continue performing its obligations during any such dispute. No delay by Buyer in exercising any of Buyer's rights or remedies shall be deemed a waiver of, or otherwise diminish or affect, such right or remedy. In any action brought by Buyer to enforce Seller's obligations in connection herewith, Seller acknowledges and agrees that monetary damages are not a sufficient remedy, and Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any breach (without the necessity of showing damages or posting bond), plus recovery of Buyer's actual attorneys' fees and other professional fees. Buyer shall have the full statutory period of limitations to bring any action arising out of Buyer's agreement with Seller. Without limiting the foregoing, a reasonable time for Buyer to notify Seller of any breach is not less than two (2) years from when Buyer discovers the breach.

**23. TECHNICAL INFORMATION.** Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller has disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by the Order.

**24. COMPLIANCE.** In providing goods or services under the Order, Seller will comply with any and all applicable federal, state, local, and foreign laws, regulations and



other legal requirements, including the Federal Occupational Safety and Health Act of 1970, the Federal Hazardous Substances Act, the Transportation Safety Act of 1974, the Hazardous Materials Transportation Act, the Clean Air Act, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act, Sections 6,7, and 12 of the Fair Labor Standards Act, the U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Anti-Bribery Act of 2010 ("Bribery Act"), the Customs-Trade Partnership Against Terrorism ("C-TPAT") program, and such amendments to such laws and regulations and policies, orders, permits, licenses and governmental approvals promulgated or issued thereunder. Upon request by Buyer, Seller shall certify in writing, from time to time, its compliance with all or any applicable laws.

- Seller represents that it is in compliance with all federal laws and regulations relating to contracting with small and disadvantaged business concerns and to equal employment opportunity and affirmative action in the employment of minorities, women, individuals with disabilities, and certain veterans. All such laws and regulations are incorporated herein by reference and Seller agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, veterans' status, or physical/mental disability that is not related to the performance of the specific position.
- Seller will indemnify, defend, and hold harmless Buyer Indemnitees against all suits, actions or proceedings, at law or in equity, and from all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, resulting from or arising out of any failure of Seller or Seller's employees, agents, and subcontractors to comply with any applicable laws.
- Seller agrees to provide all information necessary for Buyer to comply with all applicable laws, including related legal reporting obligations, in the country(ies) of destination. Seller agrees to provide all documentation and/or electronic transaction records to allow Buyer to meet customs related obligations, any local content and origin requirements, and to obtain all tariff and trade program duty avoidance(s) and/or refund benefits, where applicable. Seller further agrees to assume, and to indemnify, defend, and hold harmless Buyer Indemnitees against, all financial responsibility arising from Seller's failure to comply with these requirements and/or to supply Buyer with the information required to meet legal reporting obligations, including any fines, penalties, forfeitures, or counsel fees incurred or imposed because of actions taken by the importing country's government. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Seller's suppliers and export credits to the extent transferable to Buyer, are the property of Buyer. Seller will provide all documentation and information and take any necessary steps to obtain refunds or drawback of any duty, taxes or fees paid, and to receive export credits from, the government of the country of origin or export country. Seller will provide Buyer with all documentation and information required by applicable

law necessary to determine admissibility, timely release, customs clearance, and entry of the goods into the destination country. Seller will advise Buyer if the importation or exportation of the goods requires an import or export license and will assist Buyer in obtaining any such license but will not be required to incur any costs without reimbursement by Buyer. Seller warrants that the information regarding the import or export of the goods supplied to Buyer is true and correct, and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported.

- Seller shall use commercially reasonable efforts to ensure that all goods supplied to Buyer and the processes used to make them shall minimize life-cycle environmental impact, including minimizing waste generation, the use of energy and nonrenewable resources, and the emission of greenhouse gases; and shall maximize the use of recycled, recyclable, biodegradable, and nontoxic materials.
- Seller represents that it does not, and shall not, utilize slave, prisoner, child, or any other form of forced or involuntary labor, as defined by applicable law, in connection with the supply of good or services to Buyer under the terms of the Order.
- Seller shall certify in writing that it is either a participating member of the C-TPAT program as promulgated by the U.S. Customs and Border Protection Bureau or that it follows all applicable supply chain security recommendations or requirements of the C-TPAT program initiative (for more information go to [http://cbp.gov/xp/cgov/import/commercial\\_enforcement/ctpat/](http://cbp.gov/xp/cgov/import/commercial_enforcement/ctpat/)). Seller shall indemnify, defend, and hold Buyer Indemnitees harmless from and against any liability, claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to Seller's noncompliance.
- Seller will, and will ensure that its subcontractors will, not act in a manner or take any action that will, or could be reasonably expected to, render Buyer liable for a violation of the FCPA, the Bribery Act, and any other similar act, law, directive, rule or regulation which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, governmental entity or agency, political party or instrumentality to assist Seller or Buyer in obtaining or retaining business or to gain an unfair business advantage.
- Seller is and has at all times been in compliance with all laws administered by OFAC or any other governmental entity imposing economic sanctions and trade embargoes against designated countries, regimes, entities, and persons (collectively, "Embargoed Targets"). Seller is and has never been an Embargoed Target or otherwise subject to any economic sanctions law. Seller shall comply

with all economic sanctions laws, including that Seller shall not (i) directly or indirectly export, re-export, transship, transfer, or otherwise deliver the goods or services or any portion of goods or services from or to an Embargoed Target or (ii) broker, finance, or otherwise facilitate any transaction in violation of any economic sanctions law.

- During the term of the Agreement, Buyer's Customer (or, ultimately, the original equipment manufacturer) may ask or require Buyer to disclose the country of origin of the raw materials or components of Buyer's product or assembly, including the location of the mines from which the minerals were extracted which were used to form such raw materials. At Buyer's request, Seller shall provide all relevant information and reporting as may be requested (including information related to Seller's suppliers) to enable Buyer to completely and accurately make its disclosures, and will take any other actions reasonably required by Buyer to comply with this paragraph, including purchasing or otherwise acquiring access to (and requiring Seller's suppliers to purchase or otherwise acquire access to) any raw material "tracking" software or other products or activities required by Buyer. By way of example (but not by way of limitation), the requirements of this paragraph would include the disclosure to Buyer of information necessary to enable Buyer's Customer (or, ultimately, the original equipment manufacturer) to comply with the Conflict Minerals disclosure mandate under section 1502 of the U.S. Dodd Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) and regulations promulgated thereunder, which aims to prevent the use of conflict minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo, or an adjoining country, as defined in therein, as well as potential legislation or regulations enacted by other countries or states pertaining to conflict minerals, as well as for social policies that Buyer, Buyer's Customer or the original equipment manufacturer wish to pursue. If further guidance on compliance with section 1502 is provided by governmental or regulatory sources from and after the date hereof, Seller acknowledges and agrees that this paragraph will be automatically and without any action required by Buyer modified to require compliance with such additional guidance.

## **25. CYBER-SECURITY AND INFORMATION PROTECTION.**

- Seller shall, at its expense and at all times, implement and maintain industry standard and appropriate technical and organizational measures and other protections to ensure the proper security of all information, documents and any other materials provided by or on behalf of Buyer or Buyer's customer(s) or vendor(s) (collectively, "Buyer's information"). Such measures may include (i) limiting access of Buyer's information to Seller's employees and agents who may reasonably require the same for purposes of assisting in Seller's performance of its obligations under the Order, (ii) securing business facilities, data centers, paper files, servers, back-up systems, and computing equipment, including all mobile devices and other equipment with information storage capability, (iii) implementing network, application, database, and platform

security, (iv) securing information transmission, storage, and disposal, (v) implementing authentication and access controls within media, applications, operating systems, and equipment, (vi) encrypting Buyer's information stored on any media and while in transit, (vii) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing a corrective action plan to correct any issues that are reported as a result of the testing, (viii) implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law, (ix) maintaining and periodically testing a formally documented security incident response plan that includes formation of an incident response team, categorization of incidents, and responsibility for receiving alerts and investigations, (x) providing appropriate privacy and information security training to Seller's employees, and (xi) implementing and maintaining a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

- Seller represents and warrants that any of its systems containing Buyer's information will not contain any virus, malware, Trojan horse, worm, time bomb or other computer programming routine, device or code that could reasonably be anticipated to damage, delete, destroy, replicate, lock, disable, detrimentally interfere with, surreptitiously intercept or expropriate any such system or Buyer's information. Seller shall implement all required measures and other protections to ensure that its information systems do not contain any of the foregoing, including any backdoor or other computer programming routine, device or code that could adversely affect the security or confidentiality of Seller's or Buyer's systems or Buyer's information. Seller shall take all reasonable measures to secure and defend its physical premises, information systems and equipment against "hackers" and others who may seek, without authorization, to modify or access Seller's or Buyer's systems or the information found therein and shall periodically test its information systems for potential areas where security could be breached.
- A "Security Incident" means (i) any unauthorized access to or disclosure or acquisition of Buyer's information, (ii) any act or omission that compromises either the security, confidentiality, or integrity of Buyer's information or the physical, technical, administrative, or organizational safeguards put in place by Seller or by Buyer should Seller have access to Buyer's systems, that relate to the protection of the security, confidentiality, or integrity of Buyer's information, (iii) receipt of a complaint in relation to the privacy and data security practices of Seller or a breach or alleged breach of the Order relating to such privacy and data security practices, or (iv) any other cyber-security event or incident or information system disruption experienced by Seller that causes or is likely to cause any breach by Seller of the Order, including any delay in supplying goods or services or access by Seller or Buyer to Buyer's information. Seller shall inform Buyer by telephone call confirmed by written notice of any Security Incident as soon as reasonably possible but in any event within twenty-four (24) hours of Seller discovering such Security Incident. Seller shall (a) provide Buyer with a summary of known information about such Security Incident, (b) implement

required remedial measures to remedy the effects of such Security Incident, (c) provide the specific information about the Security Incident requested by Buyer, and (d) within five (5) days of completion of Seller's investigation of the Security Incident (as soon as reasonably possible but in any event later than twenty (20) days of Seller discovering such Security Incident), provide a written report to Buyer, including a description of the Security Incident, the causes of such events leading to the Security Incident, how Seller has mitigated against future events of a similar kind, the timeline of the incident, the suspected perpetrators of the Security Incident, what Buyer's information may have been affected by such Security Incident, and any financial impact to Seller related to such Security Incident.

**26. RIGHT TO AUDIT.** All shipments of goods and performance of services are subject to inspection and approval at or following delivery or performance, as applicable, by Buyer or its representatives (provided, however, in no event shall inspection be required), and Buyer may reject and refuse acceptance of nonconforming goods or services at any time. Seller shall reimburse Buyer for the cost of inspection of rejected goods and services. No inspection, approval, delay or failure to inspect, or failure to discover any defect or nonconformance, shall relieve Seller of any liability or obligations under the Agreement or otherwise impair or waive any right or remedy of Buyer with respect to the goods or Seller's performance of services. Buyer and its Customers shall have the right, at any reasonable time, to send its and their authorized representatives to examine (and make copies of) all of Seller's documents and materials relating to Seller's obligations under the Order or relating to Seller's charges to Buyers. If requested by Buyer, Seller will provide Buyer with past, present and pro forma financial reports including income statements, balance sheets, cashflow statements and supporting data for Seller and any affiliate or subsidiary of Seller involved in producing, supplying, or financing the goods or any component part of the goods. Buyer may use financial reports provided under this paragraph only to assess Seller's ongoing ability to perform its obligations under the Agreement and for no other purpose, unless Seller agrees otherwise in writing. This right to audit shall extend to Seller's suppliers' or subcontractors' facilities or operations. Seller shall maintain all pertinent books and records relating to the Order for a period of four (4) years after completion of delivery of products pursuant to the Order or such longer period required by Buyer's Customer or applicable law.

**27. ETHICAL CONDUCT.** Seller and its subcontracts and suppliers, and each of its and their employees shall, comply with the Solero Supplier Code of Conduct articulated within the Solero Supplier Manual, and such other Buyer policies as and when made available by Buyer and modified or issued from time to time. Both the Solero Supplier Code of Conduct and the Solero Supplier Manual are incorporated by reference as part of the Agreement and are binding on Seller and its subcontracts and suppliers.

**28. QUALITY CONTROL.** Seller will at all times strictly conform to the quality control standards and inspection systems, as well as related standards, policies,

and systems established or required by Buyer or its Customers from time to time. Without limiting the foregoing, Seller shall maintain adequate and consistent quality control inspection and testing to assure that goods will consistently conform to specified requirements, and shall, at Buyer's request, furnish substantiated results of quality control inspections and testing in accordance with the Solero Supplier Manual. Without limiting its obligations under and the restrictions set forth in paragraph 10 above, Seller shall notify Buyer in writing before changing in any way processes used in production or Buyer's specified requirements of goods ordered by Buyer under the Order and shall otherwise comply with the provisions of paragraph 10 and any other requirements of Buyer or its Customers, including those set forth in the Solero Supplier Manual.

**29. SERVICES; MALICIOUS CODE.** If the Order covers services: (a) Seller represents and agrees that it is an independent contractor, and that neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Buyer; and (b) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, lodging, meals, facilities, and other items necessary to perform the services. Seller further represents and warrants such services shall be performed in accordance with the highest standards of professional and ethical competences and integrity in Seller's industry by individuals with the necessary knowledge, skill, expertise, and training in a diligent, workmanlike, prompt, and professional manner. Seller shall provide reasonable access to the persons performing services and promptly replace any such person Buyer determines is unfit or unsatisfactory. Seller will promptly notify Buyer if any intellectual property, including discoveries, improvements, inventions, creations, writings, product designs, prototypes, specifications, drawings or other works that Seller conceives, reduces to practice, makes or otherwise creates in connection with the performance of services, and such intellectual property will constitute deliverables owned by Buyer. Seller will provide Buyer reasonable access to persons performing services and promptly replace any such person that Buyer considers unfit or otherwise unsatisfactory. Seller will use standard industry best practices to ensure that no malicious code is directly or indirectly provided, delivered or transmitted to Buyer through any goods, services, software, hardware or any other mode. As used herein, "malicious code" means any code which is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of a person's network or computer programs or systems (whether owned, leased, rented or otherwise hosted), or destroy or damage a person's data in an unauthorized manner.

**30. WORK ON LOCATION.** If labor or services in connection with the Order are performed at any locations occupied or under control of Buyer or other party: (a) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all policies in force at the premises, including all fire prevention and safety rules and regulations, and all applicable laws; (b) Seller shall take all necessary steps to prevent any injury or damage to persons or property; (c) Seller shall keep the premises free from accumulation of waste materials and rubbish caused by its

employees or subcontractors and upon completion shall promptly remove all of Seller's and its representatives' equipment and surplus materials; and (d), in addition to the general insurance requirements set forth in paragraph 21 above, Seller shall, at its expense, maintain insurance coverage of at least \$1,000,000 covering Seller's activities at Buyer's location or otherwise in amounts satisfactory to Buyer (for avoidance of doubt, Seller shall meet all requirements for such insurance coverage as set forth in paragraph 21 above, including Seller furnishing Buyer with certificates setting forth the amounts of coverage, policy number(s) and expiration date(s) as requested from time to time). Seller further agrees to indemnify, defend, and hold harmless Buyer Indemnitees against all suits, actions or proceedings, at law or in equity, and from all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, arising out of or related to the labor and services to be provided, whether or not related to the conduct of Buyer, its employees or agents.

**31. SERVICE AND REPLACEMENT PARTS.** During the production period and for (a) fifteen (15) years after the applicable original equipment manufacturer vehicle program ceases production (i.e., end of program life) or (b) ten (10) years after any non-automotive program ceases production, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller one hundred percent (100%) (or, if multiple sourced, the specified percentage as stated on the face of the Order) of Buyer's service and replacement requirements for the goods, including component parts and materials, and those requirements will be reflected in quantities that are specifically identified by Buyer as firm orders in Buyer's releases issued or otherwise made available to Seller, in each case at the prices set forth in the Order (or applicable portion thereof as described in the next sentence) for the first five (5) years plus any reasonable and actual cost differential for specialized packaging as approved by Buyer. Thereafter, pricing shall be as mutually agreed by the parties in good faith taking into account any actual cost differential for manufacturing plus any reasonable and actual cost differential for specialized packaging as approved by Buyer. If goods are systems or modules or otherwise component based, Seller shall sell each module, component or part at a price that does not, in the aggregate, exceed the complete goods price specified in the Order, less applicable assembly costs. Seller shall make service literature and other materials available to Buyer in a form requested by Buyer (including electronically) upon request from time to time at Seller's sole cost. Seller's obligation with respect to service and replacement requirements shall survive any expiration or termination of the Agreement and shall be made pursuant to the Agreement (including these Terms) as if no expiration or termination occurred.

**32. MISCELLANEOUS.** The Agreement (including these Terms), together with any attachments, exhibits, manuals, or supplements specifically referenced herein, and any written, existing "Supplier Confidentiality Agreement" (a.k.a. "Supplier Agreement", "Supplier Security Agreement", etc.) or the like entered into between Buyer and Seller with respect to the goods and services described in the Order, constitutes the entire agreement between Seller and Buyer with respect to such

matters and supersedes all prior oral or written representations and agreements concerning such matters.

- The Agreement (including these Terms) may only be amended or modified in writing signed by an authorized representative of Buyer; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that: (i) any clerical errors contained in the Agreement, including any Order, are subject to correction by Buyer in good faith following identification of such error(s); (ii) Buyer may modify these Terms from time to time by posting revisions to Buyer's website at <https://www.solerotechnologies.com/> (or any successor website thereto) prior to the date when any such modification shall become effective, and such revised Terms shall apply to all Order revisions or releases issued on or after the effective date thereof, and Seller further acknowledges and agrees it is responsible to review such Buyer's website periodically.
- Any notice, communication or statement required or permitted to be given under the Agreement shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, by overnight courier service, or by email (with delivery receipt requested), addressed to the address of the party specified on the face of the Order.
- Seller may not assign its rights or delegate its obligations, in whole or in part, under the Agreement without Buyer's prior written consent. The sale of a controlling interest in Seller's outstanding voting securities, or a merger or combination involving Seller that changes the voting control of Seller or in which Seller is not the surviving corporation, shall be deemed an assignment of the Agreement requiring Buyer's consent. Any attempted assignment or delegation by Seller in contravention of this subparagraph shall be null and void. For avoidance of doubt, Buyer may freely assign its rights or delegate its obligations, in whole or in part, under the Agreement without notice or Seller's consent, including to one or more of Buyer's affiliates. The Agreement shall inure to the benefit of the parties' permitted successors and assigns.
- Buyer's sole liability to Seller under the Agreement (including its termination, expiration or cancellation) is to pay for goods and services finally accepted and to pay the specific applicable termination related amounts described above, if any. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANTICIPATED OR LOST PROFITS, INTEREST, PENALTIES OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THIS ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.
- The Agreement includes all related customs duty and import drawback rights, if any, including rights developed by substitution and rights that may be acquired from Seller's supplier(s) which Seller can transfer to Buyer. Seller shall



inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

- The failure of either party at any time to require performance by the other party of any provision of the Agreement will in no way affect the right to require such performance at any time thereafter, nor will the waiver of either party of a breach of any provision of the Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- Seller and Buyer are independent contracting parties and nothing in the Agreement will make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- In the event of a conflict between the Terms and any other Purchasing Document made part of the Agreement, the applicable Purchasing Document shall control.
- The Agreement is to be construed according to the law of the State of Michigan, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Seller irrevocably submits and agrees to the exclusive jurisdiction of the Federal District Court for the Eastern District of Michigan or, for state court, the Oakland or Wayne County Circuit Court in the State of Michigan. Seller shall pay Buyer's reasonable attorneys' fees, costs, and expenses incurred in enforcing any provision of the Agreement.
- If any term of the Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive Order, or other rule of law, that term will be deemed reformed or deleted as reasonably determined by Buyer, but only to the extent necessary to comply with such statute, regulation, ordinance, Order or rule, and the remaining provisions of the Order will remain fully in effect. If the Order covers goods or services to be exported into or imported from a country other than the United States whose laws, rules or regulations affect the composition or quality of the goods or services, or any other material term hereof, Seller shall so inform Buyer and Buyer may, at its option, attach to the Order a supplement reasonably addressing such laws, rules or regulations, or may direct Seller to those terms and conditions of sale that govern Buyer's purchases in such other country and, upon such direction by Buyer, such alternate terms and conditions shall then govern the Order.
- For purposes of the Agreement, the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation", the word "or" is not exclusive, the words "herein," "hereby," "hereto," and "hereunder" refer to the Agreement as a whole, the words "applicable law" shall be deemed to include, without limitation, any statute, law, ordinance, regulation, rule, code,

order, constitution, treaty, common law, judgment, decree, standard, other requirement or rule of law of any governmental authority, and any action or deliverable required to be taken or delivered “promptly” shall be so taken or delivered within five (5) business days unless a shorter period is provided. Headings are solely for the purpose of reference, are not part of the agreement of the parties, and shall not in any way affect the meaning or interpretation of the Agreement. Buyer and Seller are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose.

- Seller's covenants, representations and warranties under the Order will survive any delivery, inspection, payment or acceptance and any completion, termination, or cancellation of the Agreement.

Revised January 8, 2025