

PURCHASE ORDER TERMS AND CONDITIONS

1. FORMATION OF CONTRACT

"Buyer" means Comau LLC and "Seller" means the vendor or subcontractor identified on the face of the Purchase Order.

The Purchase Order is Buyer's offer to purchase goods, services and/or other deliverables from Seller (collectively, the "PO Deliverables"). The offer includes the Purchase Order, the documents incorporated into the Purchase Order by reference (excluding any terms and conditions specified in documents provided by Seller), and these Purchase Order Terms and Conditions. Acceptance is strictly limited to the terms and conditions of Buyer's offer. They are the only basis upon which Buyer is willing to contract with Seller and supersede all prior negotiations or communications.

The Purchase Order may incorporate by reference Buyer's contract with its customer. Seller shall be bound by such contract insofar as applicable to Seller's work, so that Seller shall have the same duties and obligations to Buyer with regard to Seller's work as Buyer has to its customer. Seller shall not communicate or contract directly with Buyer's customer regarding the subject matter of the Purchase Order without Buyer's consent.

Unless specifically agreed to in a writing signed by Buyer's Purchasing Department representative, Buyer rejects and shall not be bound by any term or condition that differs from Buyer's offer. Seller's written acceptance of the Purchase Order, shipment of any product, commencement of any work, or performance of any labor or services thereunder constitutes Seller's acceptance of Buyer's offer as defined above. In the event of any inconsistency between any parts of the Purchase Order and documents incorporated therein, the inconsistency shall be resolved by giving precedence to the part imposing the greater obligation on Seller. Buyer shall not be responsible for any expenses incurred by Seller without written authorization by Buyer's Purchasing Department representative.

2. CHANGES

Buyer shall have the right, by written order executed by Buyer's authorized Purchasing Department representative, to make changes to the Purchase Order, including changes to specifications, drawings, quantity, or place or time of delivery.

If Seller claims that such changes or any other circumstance justifies a change in price or time for performance, Seller shall notify Buyer in writing within ten days of the occurrence of the event giving rise to the claim or prior to commencing the changed work (whichever occurs first). Buyer's notice shall include sufficient documentation in support of the claim to enable Buyer to evaluate its merits and amounts. All of Seller's charges for changed or extra work are subject to approval by Buyer. Failure by Seller to provide such notice shall be Seller's acknowledgement that no equitable adjustment to price or time is justified. Pending resolution of any claim, Seller shall proceed with its work as directed by Buyer.

Should any such claim for extra compensation or damages arise from any act or neglect of Buyer's customer, its agents, or from any contractor employed by Buyer's customer other than Buyer, or from any other cause not initiated by Buyer, Seller shall be entitled only to such extra compensation or damages or portion thereof which Buyer recovers from its customer, its agent or contractor for Seller's work.

Changes in quantity, price, requirements, terms, conditions, or delivery shall be made only with written authorization executed by Buyer's authorized Purchasing Department representative. To the extent that the claim is based on changes or other circumstances caused by Buyer's customer, Buyer may pass through Seller's claim to Buyer's customer and in such case Seller shall only be entitled to such extra compensation or time that Buyer obtains from its customer.

3. PERFORMANCE AND DELIVERY

- a. Time. ***Time is of the essence*** in connection with Seller's performance under the Purchase Order. Performance and deliveries are to be made both in the quantities and on the dates specified by Buyer. If delivery of PO Deliverables is not completed on time, Buyer may require expedited performance and/or shipment and Seller shall be responsible for any extra costs. Buyer will not pay for PO Deliverables delivered to Buyer which are in excess of quantities specified in this order.
- b. Suspension. By written notice to Seller, Buyer may suspend delivery of any PO Deliverables or other performance required under the Purchase Order. Seller shall hold the PO Deliverables or other

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performance in accordance with Buyer's written instructions and shall deliver them or resume performance when notified by Buyer. In such event Buyer shall pay as sole and complete compensation Seller's actual additional direct expenses in holding the PO Deliverables or other performance.

- c. Release Authorization. When deliveries are specified to be in accordance with Buyer's written releases, Seller shall not fabricate or assemble any goods, nor procure required materials, nor ship any supplies, except to the extent authorized by such written releases of this order.
- d. Excusable Delays. At Buyer's reasonable discretion, allowances shall be made for unforeseeable delays caused by fire, flood, earthquake, strikes, insurrections and other circumstances beyond the reasonable control of Seller. If, at any time, Seller has reason to believe that performance or deliveries will not be made as scheduled, written notice setting forth the cause and the anticipated new delivery date(s) shall be sent to Buyer immediately. Fire, accidents, inclement weather, labor disputes, acts of civil or military authorities, shortages of material or labor, and other causes beyond Buyer's control shall relieve Buyer from accepting delivery hereunder while such cause is operative. Buyer shall not be responsible for Seller's extra costs resulting from an excusable delay.

4. PACKAGING, MARKING, SHIPPING AND DOCUMENTATION

Packaging shall be either retail trade or as specified in the Purchase Order or other Buyer Instructions. Small items shall be boxed or palletized. All large items, e.g. long lengths of steel, shall be banded securely together. No charge will be allowed for packing, boxing, palletizing, etc. unless expressly stated in the Purchase Order. Seller shall follow Buyer's instructions and applicable law concerning product marking, labeling and identifying paperwork. Pallets shall be marked per International Standards for Phytosanitary Measures No. 15.

Buyer may specify the carrier and/or method of transportation and Seller shall process shipping documents and route shipments accordingly. Seller shall comply with all of Buyer's transportation routing instructions, including mode of transportation, utilization of assigned carrier, and identification of the shipping

point. Seller shall be responsible for all excess costs incurred because of its failure to comply with Buyer's transportation instructions.

All shipments to Buyer's plants must include two packing slips and bills of lading, or four packing slips and bills of lading in the case of shipments directed to a Buyer consolidation point. Whenever shipment is made by truck, Seller shall enclose one of the packing slips (or packing slip sets in the case of multiple item shipments) in an envelope to Buyer's traffic representative upon arrival at Buyer's plant. Seller is responsible for all risks to the goods until delivery and acceptance at the designated location.

Invoices and packing slips must bear the Buyer-assigned supplier code, purchase order number, part number, requisition number on quantity buys or release number on blanket orders, "Ship-to" address, Buyer-assigned plant location code, and invoice-to-address. They must also specify whether containers used are "returnable" or "non-returnable." Buyer shall not be responsible for delays in the payment of invoices if these requirements are not met.

5. QUALITY ASSURANCE, INSPECTION AND ACCEPTANCE; SIGN-OFF

Seller shall provide and maintain a Supplier Quality Assurance System approved by Buyer and which meets Buyer's specifications, as they may be amended from time to time. Seller shall perform inspections as specified by Buyer and Seller shall make inspection systems, procedures and records available to Buyer upon request. Seller shall provide Buyer and its customer, upon request, with access to Seller's completed work, work in progress, and all tooling and materials used in Seller's manufacturing process, wherever located.

Upon delivery, all PO Deliverables or any part thereof shall be subject to inspection by Buyer for a reasonable period (which shall in no event be less than 30 days after receipt by Buyer) provided that Buyer may also reject the PO Deliverables and hold Seller in default if, at any time after Buyer has inspected the PO Deliverables, Buyer discovers a defect not normally discoverable by visual inspection or if the defect becomes apparent after the PO Deliverables are used or integrated into a system. Payment shall not constitute a waiver of Buyer's rights to inspect or reject any PO Deliverable. All PO Deliverables rejected by Buyer shall be returned to Seller at its

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expense and shall not be replaced except upon written instructions from Buyer. In no event shall Seller have the right to substitute a conforming tender without the prior written approval of Buyer.

Suppliers of component parts and sub-systems may be required to confirm in writing that the application of their components or sub-systems meets the design intent for which they have been developed. Confirmation shall be of the application in the Buyer's tooling system and its operation in its final environment, during both the design and try-out phases.

6. WARRANTY

Seller warrants that all PO Deliverables furnished hereunder shall conform to the Purchase Order, to any warranty required by Buyer's customer, and any descriptions or samples which may have been furnished by Seller. Seller further warrants that all equipment, goods or materials shall be: (a) new and free from defects in design, material and workmanship; (b) free from any lien or security interest; (c) merchantable and of the highest quality; and (d) fit for the purpose intended. Seller further warrants that all labor or services shall be performed with reasonable care by persons who are experienced and skilled in their profession, in accordance with the requirements of the Purchase Order, and in accordance with industry standards.

It is understood that Buyer may extend this warranty to the end-user, and Seller's warranty shall remain in effect as long as Buyer's warranty to its end-user remains in effect. The end-user shall be entitled to all rights and remedies of Buyer under the Purchase Order as if a party to it. In the event of Seller's breach of any of the foregoing warranties, Buyer may, at its election and in addition to any other rights or remedies it may have in law or equity or under the Purchase Order, recover from Seller all of its costs, losses or damages resulting from such breach (including labor costs associated with the diagnosis and correction of any defect or unfitness) and: (a) return the PO Deliverables at Seller's expense and recover from Seller the price paid and, if elected by Buyer, repair the defective PO Deliverables and/or replace them with similar deliverables, and recover from Seller the costs and expenses thereof; (b) accept or retain the defective PO Deliverables and equitably reduce their price; or (c) require Seller, at its expense, to promptly replace or correct the PO Deliverables and,

pending redelivery, to repay to Buyer any amount previously paid for such PO Deliverables. If Seller fails to promptly replace or correct such PO Deliverables as directed by Buyer, Buyer may do so at Seller's expense or purchase or manufacture similar deliverables and recover from Seller the costs and expenses thereof.

7. SPARE PARTS

Seller shall make spare parts for Buyer's requirements for any equipment purchased hereunder for ten years or for such longer time as may be required by Buyer after the order is terminated. The price of the part for Buyer's service requirements will be the price provided in the order plus costs actually incurred for special packaging.

If the part is no longer manufactured by Seller, then the price of the spare part will be no greater than the last price stated in the order plus or minus (i) any changes in the cost of materials since the order was terminated, plus (ii) a volume adjustment reflecting the actual increase in the cost per unit of producing fewer units, plus (iii) a set-up charge reflecting the actual cost of preparation for the production run, plus (iv) any additional costs actually incurred for special packaging. All of the foregoing components of the price will be documented to Buyer's reasonable satisfaction, including without limitation, set-up detail, machine productivity, scrap allowance, labor inefficiencies and excess raw material requirements.

8. INTELLECTUAL PROPERTY OWNERSHIP AND INDEMNITY

- a. Intellectual Property ("IP"). IP means inventions, discoveries and improvements; know-how; technical data, drawings, specifications, process information, reports and documented information; and computer software. IP includes all worldwide common law and statutory rights to the foregoing, including but not limited to, patents, industrial designs, trade secrets, copyrights, mask work registrations, and the like.
- b. Background IP. Seller shall retain ownership of all IP owned or developed by Seller prior to the effective date of or outside the scope of the Purchase Order ("Background IP"). Seller grants to Buyer an irrevocable, nonexclusive, sub-licensable, perpetual, paid-up, royalty-free, worldwide license (i) to use, reproduce, distribute, modify, and prepare derivative works of such Background IP; (ii) to use, make, have

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made, offer for sale, sell, distribute and import products and services that incorporate or embody such Background IP; and (iii) to build and/or repair the PO Deliverables, in each case solely as necessary for the purpose of exploiting Buyer's rights in the PO Deliverables or Foreground IP. Seller grants to Buyer such license rights for any purpose in the event Buyer cancels all or part of the Purchase Order for Seller default in accordance with the "Cancellation for Default" Article of this Purchase Order or in the event Buyer, in its own judgment, must provide Seller with design, manufacturing, or on-site support substantially in excess of what is required of Buyer under the Purchase Order in order for Seller to comply with the Purchase Order.

c. Employee Agreements. Seller shall obtain agreements with its personnel to enable the grant of rights to which Buyer is entitled under this Article.

d. Third-Party IP. To the extent Seller incorporates third-party IP into any contract deliverable, Seller shall obtain for Buyer at least the license rights granted in paragraph b of this Article in such third-party IP, at no additional cost to Buyer.

e. Foreground IP. The following subparagraphs of this paragraph e shall not apply to: (i) commercial off-the-shelf goods except to the extent such goods are modified or redesigned pursuant to the Purchase Order ; or (ii) any goods to the extent their development was funded by the U.S. Government.

i. All IP conceived, developed, or first reduced to practice by, for, or with Seller, either alone or with others, in performance of the Purchase Order (collectively, "Foreground IP") shall be the exclusive property of Buyer. To the extent Foreground IP consists of works of authorship, such works shall be works made for hire with the copyrights vesting in Buyer. Seller hereby transfers, conveys, and assigns all right, title and interest in such Foreground IP free of charge to Buyer. Seller hereby irrevocably transfers, conveys, and assigns all right, title and interest in any other Foreground IP not considered a work made for hire free of charge to Buyer. Seller shall protect Foreground IP that is Proprietary Information and Materials as required by the Purchase Order and shall mark documents or portions of documents containing Foreground IP

as "Comau Proprietary" information or as otherwise directed by Buyer in writing.

ii. Seller shall, within two months after conception or first actual reduction to practice of any invention and prior to Purchase Order completion, disclose in writing to Buyer all inventions, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller shall promptly execute all written instruments, and assist as Buyer reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign Buyer's Foreground IP rights. Seller hereby irrevocably appoints Buyer and any of Buyer's officers and agents as Seller's attorney in fact to act on Seller's behalf and instead of Seller, with the same legal force and effect as if executed by Seller, with respect to executing any such written instruments.

iii. Buyer grants to Seller a non-exclusive, royalty-free right during the term of the Purchase Order to use, reproduce, modify, practice and prepare derivative works of any Foreground IP solely as necessary for Seller to perform its obligations under the Purchase Order , except that, notwithstanding the foregoing, Seller may use and disclose Proprietary Information and Materials as permitted under the Purchase Order. Seller shall not, without Buyer's prior written consent, use Foreground IP or such derivative works in any manner not authorized under the Purchase Order , including, but not limited to, developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilizes or is enabled by Foreground IP.

f. Seller shall indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign IP right and arising out of the manufacture, sale or use of Seller's PO Deliverables

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by either Buyer or its customer. Buyer and/or its customer will notify Seller of any such claim, suit or action. Seller shall, at its own expense, fully defend such claim, suit or action on behalf of the indemnitees. Seller shall have no obligation under this Article with regard to any infringement arising from (a) the compliance of Seller's new product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of PO Deliverables for other than their intended application in combination with other items when such infringement would not have occurred from the use or sale of those PO Deliverables solely for the purpose for which they were designed or sold by Seller. For purposes of this Article only, the term Buyer will include Comau Inc. and all Comau affiliates and all of their officers, agents and employees.

9. BUYER PROPERTY AND TOOLING

Property of every description including all tools, equipment, material, drawings, manufacturing aids and replacements of the foregoing furnished by Buyer, either directly or indirectly, or as acquired or manufactured by Seller for use in the performance of this order for which Seller has been reimbursed by Buyer ("Special Tooling"), will be (i) the property of Buyer, (ii) plainly marked or otherwise adequately identified by Seller as the property of Buyer, and (iii) safely stored separate and apart from Seller's property. Seller shall retain and not use or rework Special Tooling except for performance of work hereunder or as authorized in writing by Buyer. Seller shall keep such Special Tooling in its possession and/or control in good condition, fully covered by insurance, and free of liens and encumbrances. If any Special Tooling is lost, damaged, or destroyed, Seller shall repair, replace or equitably reimburse Buyer for the cost of the Special Tooling, at Buyer's option. All Special Tooling shall be transferred as Buyer may direct at any time. If Seller makes any unauthorized transfer of Special Tooling, Seller shall reimburse Buyer for any costs incurred by Buyer in returning the tooling to Buyer or moving the tooling as directed by Buyer.

10. BUYER INFORMATION AND CONFIDENTIALITY

All information transmitted to Seller by Buyer in connection with the Purchase Order is the property of

Buyer and/or Buyer's customers and may be covered by one or more patents, patent applications, or copyrights. Seller shall hold all information furnished by Buyer in confidence and shall protect such information against inadvertent disclosure. Seller shall not disclose any such information to any other person except for Seller's employees and authorized subcontractors on a need to know basis only, provided that such employees and subcontractors have written confidentiality obligations to the Seller that provide equivalent protection to this paragraph. Seller shall not use such information for any purpose other than performing the Purchase Order without prior written consent from Buyer. Upon request from Buyer, Purchaser shall, at the election of Buyer, either destroy or return to Buyer all information and materials furnished by Buyer under the Purchase Order or pursuant to any other agreement between the parties, and any copies or derivatives thereof. The obligations contained in this paragraph shall apply to drawings, specifications, technical know-how, software object code and source code, protocols, strategic business plans, financial information, product information, marketing information, methods of operation, customer information, supplier information, compilations of data, and all other documents and information communicated to Seller or learned by Seller in connection with the Purchase Order and to drawings, specifications and other documents prepared by Seller for Buyer in connection with the Purchase Order. This obligation of confidentiality shall continue after termination or completion of a Purchase Order. Any stand-alone confidentiality or non-disclosure agreement signed by Seller remains in effect.

11. TAXES AND DUTIES, PRICES, AND PAYMENT

The goods purchased hereunder are for resale or for an exempt purpose and may be exempt from local sales or use taxes in the foreign jurisdiction. Unless otherwise provided on the face of the Purchase Order, the prices contained herein include all applicable federal, state and local taxes, customs and duties.

Seller warrants that each price for equipment, goods, material, labor or services furnished hereunder is no less favorable than that extended during the term of the Purchase Order to any other customer for the same or like items or services in equal or less quantities or similar terms and conditions.

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Buyer shall make all payments to Seller within 120 days from the date of Seller's invoice, unless expressly stated otherwise on the front of the Purchase Order.

12. BUSINESS CONDUCT AND COMPLIANCE

- a. Compliance with Laws. Seller and the PO Deliverables shall comply with all applicable statutes and government rules, regulations and orders. Without acting as a limitation, Seller shall comply with (i) all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of the United States. Seller shall not, directly nor indirectly, pay, offer, give, or promise to pay or give, money or anything of value to a public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.
- b. Gratuities. Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing the Purchase Order or securing favorable treatment from Buyer.
- c. Fiat Code of Conduct. Seller acknowledges familiarity with and agrees to comply with the Code of Conduct for the Fiat Group which has been adopted by Buyer and made available at its website. Failure to comply with material provisions of the Code of Conduct shall be grounds for immediate cancellation for cause of this Agreement.
- d. Environmental Health and Safety Performance. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of the Purchase Order. Buyer expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate

source reduction strategies. Seller shall convey the requirement of this paragraph to its suppliers. Seller shall not deliver goods that contain any asbestos mineral fibers.

- e. Buyer Policies. Buyer's internal policies, procedures and codes guide the internal management of the Buyer and are not intended to, and do not, create any right or benefit enforceable by Seller against Buyer.

13. TRADE CONTROL COMPLIANCE

- a. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to the Purchase Order, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the anti-boycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").
- b. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of the Purchase Order in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.
- c. Seller shall notify Buyer if any PO Deliverables is restricted by export control laws or regulations. Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology, including software.
- d. Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws.

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If Seller is engaged in the business of exporting or manufacturing defense articles or furnishing defense services, Seller represents that it is registered with the Office of Defense Trade Controls. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

- e. Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity. If Seller is a signatory under a Buyer export license or export agreement (e.g., TAA, MLA), Seller shall provide prompt notification to the Buyer's Procurement Representative in the event of changed circumstances that could affect the Seller's performance under the Purchase Order.
- f. Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations in Seller's performance under the Purchase Order and shall comply with all reasonable requests from Buyer for information regarding any such violations.

14. SECURITY – C-TPAT COMPLIANCE

Seller accepts responsibility for factory and container security until such time as the container/merchandise is delivered to an authorized forwarding agent per Buyer's Routing Instructions or per the instructions of the Import/Export Manager.

15. INDEMNIFICATION

To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer, its successors, assigns, subsidiaries, affiliates, officers, directors, employees and customers or users for and against any and all liquidated or other damages, claims, losses, liabilities and expenses (including attorneys' fees) arising out of or resulting from the PO Deliverable, Seller's performance of the Purchase Order, or any delays or breaches by Seller. This indemnification obligation will apply only to the extent caused by Seller's negligence or breach of contract or other legal obligation. This

indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Seller or its subcontractors under worker's compensation acts, disability benefit acts or other employees benefit acts. Seller shall not settle any such claims without Buyer's prior knowledge and consent.

16. TERMINATION FOR CONVENIENCE

Buyer may at any time terminate all or any part of the Purchase Order for its sole convenience, and Seller shall immediately stop all terminated work, cause any of its suppliers or subcontractors to cease such work, and take all other necessary steps to minimize costs in carrying out the termination. Seller will comply with Buyer's written instructions, including: termination of subcontracts and/or assignment to Buyer of Seller's rights under subcontracts; disposition of completed work, work in process, project data and documents and other PO Deliverables (including delivery and title transfer to Buyer); and completion of work not terminated. Within 30 days after receipt of a termination notice, Seller shall submit all claims resulting from such termination. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. Buyer shall be obligated to pay Seller only for finished work accepted by Buyer and for the documented cost to Seller of work in process and raw material allocable to the terminated work which is not in excess of any prior Buyer authorization. Payment made under this paragraph will not apply to any cancellation by Buyer for default by Seller or for any other deficiency recognized by law or specified by this order.

17. ADEQUATE ASSURANCES OF PERFORMANCE

If at any time Buyer has reasonable grounds for insecurity about whether Seller's performance will comply with any Purchase Order requirements, Buyer may request Seller's written assurances that it is able and willing to perform its obligations. Seller shall promptly provide any information, action plans, reports or other materials and make its personnel available for meetings as Buyer may reasonably request to verify Seller's assurances and ability to deliver on time all PO Deliverables. If Seller fails to provide adequate written assurances within three days after Buyer's request, or subsequently fails to perform in accordance with its assurances, such failure may be deemed a default by

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Buyer entitling Buyer to cancel all or part of the Purchase Order.

18. CANCELLATION FOR DEFAULT

If Seller (i) fails to deliver goods or perform services at the time required by the Purchase Order or fails to make progress so as to endanger performance of the work or impair delivery dates, or (ii) fails to perform any other provisions of the Purchase Order and does not cure such failure within a period of ten days after receipt of written notice from Buyer specifying such failure, or (iii) fails to provide adequate assurance pursuant to the preceding section; or (iv) becomes financially unstable, insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, or (v) is subject to a change in control which Buyer in its sole discretion deems to be adverse to Buyer's or its customer's interests, Buyer may cancel the whole or any part of the Purchase Order without any liability, except for payment due for goods and services delivered and accepted to date. Seller shall continue all work not cancelled.

19. REMEDIES AND WAIVER

Upon cancellation for default Buyer will have the right to take title to and possession of all or any part of the PO Deliverables, work in process or finished goods performed by Seller under this order, and any Special Tooling and all drawings, technology and information furnished by Buyer. Seller will comply with Buyer's written instructions relating to the cancellation, including: cancellation of subcontracts and/or assignment to Buyer of Seller's rights under such subcontracts; disposition of completed PO Deliverables, work in process, project data and documents and other deliverables (including delivery and title transfer to Buyer); and completion of work not cancelled.

Buyer may (i) replace or correct any non-conforming PO Deliverables and charge Seller the full cost of such replacement or correction on an expedited basis to meet delivery dates and of removal of any defective materials and goods, (ii) provide or procure any PO Deliverables as may be necessary in Buyer's discretion to complete Seller's work under the Purchase Order on an expedited basis to meet delivery dates and charge Seller for any excess costs, (iii) charge Seller the full cost for any other charges, costs, or expenses resulting from Seller's default; and/or (iv) cause the removal of Seller as an approved Buyer supplier.

If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the parties shall be as if the Purchase Order had been terminated for convenience.

The rights and remedies provided Buyer in the Purchase Order shall be cumulative and additional to any other or further remedies provided in law or equity. Buyer's failure to insist on performance of any aspect of the Purchase Order or to exercise any right or privilege or Buyer's waiver of any breach thereunder shall not constitute a waiver of any other or subsequent right, privilege or breach.

20. USE OF BUYER'S NAME

Seller shall not, without the prior written consent of Buyer, in any manner publish the fact that Seller has furnished or contracted to furnish Buyer goods and/or services, or use the name or trademarks of Buyer, its products, or any of its associated companies in Seller's advertising or other publication. Seller shall not place its, or any third party's trademark or other designation on the part if the product bears a Buyer trademark or an identifying mark specified by Buyer, or if the product is peculiar to Buyer's design ("Marked Product"). Seller will sell Marked Product, and similar goods, only to Buyer and will not sell Marked Product or similar goods to third parties without Buyer's prior written consent.

21. ASSIGNMENT AND SUBCONTRACTING

No part of the Purchase Order may be assigned or subcontracted without the prior written consent of Buyer.

22. SETOFF

Any claim by Seller for money due or to become due from Buyer shall be subject to deduction or set off by Buyer for any counterclaim arising from the Purchase Order or any other transaction with Seller.

23. CHOICE OF LAW AND FORUM; PERSONAL JURISDICTION; WAIVER OF JURY TRIAL

The Purchase Order shall be governed by and construed under the laws of the state of Michigan, including its provisions of the Uniform Commercial Code. The rights and obligations of the parties shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International

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Sale of Goods, as amended; for the avoidance of doubt, these conventions are excluded. The exclusive jurisdiction for any dispute arising hereunder shall be in the applicable U.S. federal court in Wayne County, Michigan or the applicable state court in Oakland County, Michigan. Seller consents to personal jurisdiction in these courts and shall not commence any lawsuit against Buyer arising from or related to the Purchase Order or the work or materials furnished thereunder except in one of these courts. Any proceedings commenced in state or federal court arising in connection with the Purchase Order shall be tried before and decided by the presiding judge without a jury and Buyer and Seller expressly waive any right to have such proceedings determined by trial by jury.

24. LIMITATION OF LIABILITY – AND TIME FOR FILING

Neither party shall be liable for damages for lost profits or for incidental or consequential damages (including but not limited to loss of business opportunity and loss of use of equipment, facilities, capital or money), whether such liability is grounded in contract, tort or any other cause whatsoever. Seller must commence suit with respect to any claim arising out of or in connection with the Purchase Order within one year after the cause of action occurred and before acceptance of final payment.

25. INSURANCE

- a. Commercial General Liability. Seller shall maintain, and ensure that its subcontractors maintain, Commercial General Liability insurance including coverage for all premises, operations, and independent contractors, together with Product Liability and Completed Operations (extending for at least 36 months after completion of operations), Blanket or Broad Form Contractual, Personal Injury Liability, Broad Form Property Damage, Incidental Malpractice, Independent Subcontractors, and Blanket XCU. Policy limits shall be \$2,000,000 General Aggregate, \$2,000,000 Products-Comp/Ops Aggregate, \$1,000,000 Personal & Advertising Injury, and \$1,000,000 Each Occurrence.
- b. Automobile Liability. Seller shall maintain, and ensure that its subcontractors maintain, until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available

limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- c. Umbrella / Excess Liability. Seller shall maintain, and ensure that its subcontractors maintain, Umbrella/Excess Liability insurance with following form coverage and limits of \$5,000,000 each occurrence and aggregate (Buyer may increase this at Subcontractor's expense for higher exposures). Any additional exclusions not contained in the underlying general liability policy must be disclosed to and approved by Purchaser.
- d. Liability Policy Requirements. The foregoing insurance policies shall not be maintained on a per-project basis unless the respective Seller or its subcontractor does not have blanket coverage. Buyer shall be named as an additional insured and shall have all the rights, coverages, and limits afforded Seller under the policies. Seller's insurance shall be primary and any insurance maintained by Buyer is considered excess and non-contributory.
- e. Workers' Compensation and Employers' Liability. Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that its subcontractor shall, maintain insurance in accordance with the applicable laws relating to Workers' Compensation and maintain Employers' Liability with limits not less than \$1,000,000 per incident with respect to all of their respective employees working on or about Buyer's premises.
- f. Certificates of Insurance. Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance with the requirements herein. Such certificates shall be kept current and in compliance throughout the specified period, and shall provide for 30 days advance written notice to Buyer in the event of cancellation, non-renewal, or material change. For all policies, Seller agrees to waive and shall require all subcontractors of every tier to waive all subrogation rights on behalf of itself and its insurers (or in the alternative to secure the waiver of subrogation from its insurers) against Buyer and its employees. Liability insurance policies shall have a cross liability or severability of interest clause, and must be an occurrence based (and not claims made)

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policy form. At Buyer's request, Seller shall also provide a certified copy of the insurance policies and all endorsements.

- g. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall be a material breach of the Purchase Order but shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.
- h. Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.
- i. Protection of Seller's Property. Seller assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage.