

ISUZU NORTH AMERICA CORPORATION
GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **Agreement to Supply.** Supplier agrees to supply Buyer's requirements of the products ("Products") identified in Buyer's purchase orders in accordance with the terms hereof. In the event that the Products are developed exclusively for Buyer or are produced by Supplier in accordance with Specifications furnished by Buyer, Supplier shall not sell the Products to any other person or entity without Buyer's prior written consent.
2. **Specifications.** The Products shall be manufactured by or for Supplier in conformity with such specifications, designs, drawings or other materials as shall have been furnished or approved by Buyer (collectively, "Specifications") and in conformity with such samples as may have been approved by Buyer. Supplier shall test and evaluate the Products in accordance with Buyer's instructions and shall deliver to Buyer the results of such tests and evaluations. In the event that Buyer disapproves any of the Products, Buyer shall provide to Supplier the reasons therefor, and Supplier shall take the necessary corrective actions to obtain Buyer's approval. In the event that Products are produced by Supplier in accordance with Specifications furnished or approved by Buyer, such approval shall not reduce or modify Supplier's obligations to satisfy the requirements of this Contract. Buyer in no way assumes any part of Supplier's obligations with respect to such Specifications, or waives the satisfactory performance of the resulting Products manufactured in accordance with such Specifications.
3. **Estimates.** As an aid to Supplier in planning its manufacture of Products, Buyer may furnish Supplier with good faith estimates of its purchasing requirements. Such forecasts shall be binding upon Buyer only as and to the extent provided in Buyer's Supplier Guides. Supplier shall not make commitments for supplies or raw material purchases or for the fabrication of Products in excess of the amounts, or in advance of the times, specified in Buyer's binding forecasts, except at Supplier's own risk.
4. **Orders.** Buyer's purchase orders specify the part numbers and prices of the Products and the other terms and conditions that apply to the sale of the Products. As used herein, the term "release authorization" shall mean (i) Buyer's delivery order or release (in the case of a production part identified in a blanket purchase order, or (ii) Buyer's purchase order (in the case of a Service Part or accessory). Buyer shall not be required to purchase any Product until the issuance of a release authorization to Supplier and then only to the extent of the Products covered under the release authorization. Each release authorization shall set forth the quantity of Products ordered and the time and date required for delivery of such Products to Buyer. Provided that a contract is in effect for a particular Product, release authorizations for such Product shall be binding upon Supplier and shall not be subject to acceptance or rejection. Supplier shall not fabricate any Products or procure any of the materials required in their fabrication, or ship such Products to Buyer, except to the extent authorized in release authorizations or forecasts furnished to Supplier. Buyer may make changes to the terms of any previously issued purchase order or release authorization upon written notice to Supplier; provided that in such event, the parties shall promptly negotiate, reasonably and in good faith, any adjustments in the price or delivery schedule.
5. **Changes.** Upon written notice to Supplier, Buyer may from time to time make, or direct Supplier to make, changes to the Products (including, without limitation, the Specifications) or to otherwise change the scope of the work covered by this Contract (including, without limitation, work with respect to such matters as inspection, testing or quality control), provided that in such event, the parties shall promptly negotiate, reasonably and in good faith, any pricing adjustments (up or down) or changes to the delivery schedule to be made in connection with such changes. Supplier agrees to promptly implement such changes. Supplier shall not at any time modify the Products (including their Specifications, materials, functioning or serviceability) or discontinue the production or supply of Products without Buyer's prior written consent. Supplier shall not relocate the production, manufacture or assembly of the Products from the facilities approved by Buyer, or change the location from which the Products are shipped, without Buyer's prior written consent.
6. **Shipping and Packaging Requirements.** Supplier shall comply with Buyer's shipping and packaging requirements as amended or updated from time to time. Supplier shall: (a) properly pack, mark and ship Products in accordance with the requirements of Buyer, the involved carriers, and applicable law, and in a manner which shall permit the securing of the lowest transportation rates; (b) route shipments in accordance with Buyer's instructions and the terms and conditions stated in Buyer's purchase order or release authorization; (c) make no charge for handling, packaging, storage or transportation of Products unless otherwise agreed in writing by Buyer; (d) properly mark each package with a label/tag in accordance with Buyer's instructions and provide packing slips with each shipment; (e) promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions; and (f) have each packing slip and bill of lading indicate Buyer's purchase order or release authorization number, date of shipment, part numbers and locations to which Products are to be shipped. Supplier shall ship only the quantities specified in Buyer's release authorizations and shall be responsible for any delivery and return freight costs resulting from shipments of different quantities. Unless otherwise provided in this Contract, any charges or costs relating to handling, packaging, storage or transportation of Products shall be borne by Supplier and shall be included in the piece price of the Products, and no charge shall be made by Supplier for containers, crating, boxing, bundling, dunnage, drayage or storage. Supplier shall include on bills of lading or other shipping receipts correct classification identification of the shipped Products in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the Products on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the Products purchased. Any deviation from Buyer's shipping and packaging (including packing, marking and labeling) instructions shall be at Supplier's risk and Supplier shall be responsible for the costs of any corrective work undertaken by Buyer as a result of Supplier's non-compliance.
7. **Delivery.** Unless otherwise agreed, Supplier shall deliver Products to Buyer on an F.C.A. Supplier location basis in accordance with the terms of the Buyer's purchase order or release authorization, and title to and risk of loss of such Products shall pass from Supplier to Buyer upon delivery of such Products to the carrier. Title to all Products shall be delivered free and clear of all liens, claims and encumbrances. Unless otherwise agreed, Buyer may determine the common carrier to be used for all shipments. Time of delivery is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's release authorization. Buyer may from time to time make changes to shipping schedules or temporarily suspend scheduled shipments. Supplier shall be liable for all increased costs, including premium freight charges, incurred by Buyer as a result of Supplier's failure to meet a scheduled delivery date and time or necessitated by quality, manufacturing or other problems for which Supplier is responsible. If Supplier's acts or omissions result in Supplier's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the Products than the transportation method originally specified by Buyer, Supplier shall ship the Products as expeditiously as possible at Supplier's sole expense. Supplier will, at Supplier's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of Products to Buyer. Supplier shall inform Buyer promptly of any occurrence which is reasonably expected to result in any delivery at a time or in a quantity not specified in the purchase order or release authorization, and shall in such event advise Buyer of the corrective measures which Supplier is taking to minimize the effect of such an occurrence. This section shall not constitute a waiver of and is without prejudice to Buyer's other rights and remedies.
8. **Assurance of Performance.** In the event that Buyer has reasonable grounds for insecurity with respect to Supplier's continued performance under this Contract, Buyer may, in writing, demand adequate assurance of such performance from Supplier. After receipt of such demand, Supplier's failure, within a reasonable period of time under the circumstances (not to exceed 15 days), to provide assurances adequate under the circumstances shall be deemed a breach of this Contract by Supplier.
9. **Prices.** The prices for the Products are set forth in Buyer's purchase order. Unless otherwise agreed, all prices shall be in U.S. dollars F.C.A. Supplier location. All prices shall include all costs and expenses incurred before the dispatch of such Products from Supplier, including all applicable taxes, excises, duties or other governmental impositions, as well as all packaging, labeling and other costs. Prices of production parts covered by a blanket purchase order shall be fixed for the duration of the purchase order. Notwithstanding the foregoing, during the ninety (90) day period preceeding the end of any calendar year, Supplier may request a price increases to be effective during the following calendar year using the form described in the Purchasing Procedures Manual (for production parts) or in the Supplier Policy and Procedure Guide (for Service Parts and accessories). Price increases shall be determined by mutual agreement of the parties.
10. **Payment.** Supplier agrees to accept payment by electronic funds transfer or check. Unless otherwise set forth in Buyer's purchase order, and provided that Supplier is in compliance with the terms of this Contract, (i) the payment date for production parts shall be the second day of the second month following Supplier's shipment date of Products (or if not a banking day, the first banking day thereafter) for payments made by electronic funds transfer, and net prox 25th for payments made by check, and (ii) the payment date for Service Parts shall be net 30. Payments are subject to adjustments, discrepancies and other unresolved issues. In addition to any right of setoff or recoupment provided by law, all amounts due to Supplier will be considered net of indebtedness of Supplier to Buyer, and Buyer will have the right to setoff against or recoup from any amounts due to Supplier from Buyer.

11. **Exports; Customs.** Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Supplier shall timely and accurately provide all information and documents necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Supplier shall undertake such arrangements as necessary for the Products to be covered by any duty deferral or free trade zone program(s) of the country of import. Supplier shall comply with the requirements and recommendations of all applicable Authorized Economic Operator (AEO) and governmental security/anti-terrorism and enhanced border release programs. Supplier represents that it has been accepted into, and will at all times comply with the requirements of, the United States Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), and if applicable to Supplier, the Canada Border Services Agency's Partners in Protection Initiative, and Administración General de Aduanas de Mexico's Nuevo Esquema Empresa Certificada (NEEC) program. At the request of Buyer or the appropriate customs authority, Supplier shall certify in writing its compliance with the foregoing. Supplier shall permit Buyer and the appropriate customs authority to audit and inspect Supplier's facilities and records to verify Supplier's compliance with C-TPAT requirements. Supplier shall comply with all applicable export control and sanctions laws and regulations of the United States, of member States of the European Union, and any other relevant country (the "Export Control Laws"). Supplier shall not violate, and shall not cause Buyer to violate, any Export Control Laws (e.g. by transshipping Products through, or supplying Products from, sanctioned countries). Licenses or other authorizations required for the export of Products shall be the responsibility of Supplier unless otherwise indicated in this Contract, in which event Supplier shall provide such information as may be requested by Buyer to enable Buyer to obtain such licenses or authorizations.
12. **Quality Control.** Supplier shall comply, and shall cause its subcontractors and suppliers to comply, with Buyer's quality requirements and procedures as specified and updated by Buyer from time to time, including but not limited to the requirement that Supplier maintain a program of quality control of the Products at its manufacturing plant, inspect Products prior to delivery, maintain adequate records concerning the results of inspections, and maintain a record keeping system which provides Supplier with the ability to trace Product defects to a specific period of manufacture. Supplier shall promote continuous improvement in the quality of the Products and Supplier's manufacturing and logistics processes. Supplier shall permit Buyer to audit and inspect Supplier's facilities, materials, tools, dies and equipment, Supplier's production and quality assurance processes, and the records required under this Contract to be maintained by Supplier. Supplier shall cooperate with Buyer so as to facilitate Buyer's audit, including, without limitation, by segregating and promptly producing such records, data, and information (including test, manufacturing, field performance and warranty data) as Buyer may reasonably request.
13. **Non-Conforming Products.** Buyer is not required to perform incoming inspections of the Products and Supplier waives any requirement that Buyer conduct such inspections. If Purchaser discovers any misdelivery, defective, or malfunctioning Products, or any loss, damage, discrepancy or nonconformity of any kind, Purchaser shall notify Supplier and Supplier shall replace or supplement such nonconforming delivery at Supplier's cost. Nonconforming Products shall be held by Buyer in accordance with Supplier's instructions at Supplier's risk. Supplier's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Supplier for storage and handling or to dispose of the Products without liability to Supplier. Payment for nonconforming Products shall not constitute an acceptance of them, impair Buyer's rights under the warranty set forth herein, limit Buyer's right to assert any other legal or equitable remedy, or relieve Supplier's responsibility for latent defects. Supplier shall take all necessary actions requested by Buyer to contain and correct any quality problems in Products at Buyer's warehouse, in transit or at Supplier's plant. Supplier shall ensure that nonconforming, rejected, obsolete or surplus Products are not sold to third parties as service or replacement parts for products distributed by Buyer or its affiliates. Supplier shall institute appropriate controls with its subcontractors and suppliers to ensure compliance with this section.
14. **Force Majeure.** Any delay or failure of either party to perform its obligations under this Contract shall be excused to the extent that Supplier is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the Products covered by this Contract, directly as the result of an event or occurrence beyond the reasonable control of such party and without its fault or negligence (a "force majeure event"), including, if applicable, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage; provided that written notice of such force majeure event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days after the force majeure event occurs). During any force majeure event, Buyer, at its option, may purchase Products from other sources and reduce Products ordered under outstanding release authorizations by such quantities, without liability to Supplier, or require Supplier to provide the Products from other sources in quantities and at times requested by Buyer, and at the price set forth in this Contract. Supplier shall use all diligent efforts to ensure that the effects of any force majeure event are minimized and, as promptly as possible, resume full performance under this Contract. In addition, Supplier at its expense shall take such actions as are necessary to ensure the supply of Products to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contract(s). If requested by Buyer, Supplier shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If any delay lasts more than 30 days or Supplier does not provide adequate assurance that the delay shall cease within 30 days, Buyer may immediately terminate this Contract without liability.
15. **Materials; Hazardous Materials Disclosure.** Upon Buyer's request, Supplier shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all materials incorporated in the Products; (b) the amount of such materials; and (c) information concerning any changes in or additions to such materials. Prior to and with the shipment of the Products, Supplier shall furnish to Buyer sufficient advance warning and notice, in writing (including, without limitation, appropriate labels on the Products, containers and packing) of any dangerous Products or hazardous materials that are included in any shipment of Products, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that shall comply with any applicable laws or regulations and best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers and packing shipped to Buyer. Upon Buyer's request, Supplier shall certify to Buyer in writing the origin of any materials in the Products. Supplier shall promptly provide and require the suppliers in its supply chain to provide, in writing, any records, data, and information regarding the Products requested by Buyer so that Buyer may comply in a timely manner with reporting or other requirements under applicable law with respect to consumer and environmental protection, "conflict minerals" or similar materials, if any.
16. **Duty to Notify.** Notwithstanding anything to the contrary contained in this Contract, for those production parts which Buyer purchases from Supplier pursuant to blanket purchase orders, provided Buyer issues a new blanket purchase order to Supplier for such production parts prior to the end of then-current blanket purchase order, Supplier agrees not to discontinue supplying such production parts without Buyer's written consent. Supplier shall promptly notify Buyer in writing of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences: (a) any failure by Supplier to perform any of its obligations under this Contract; (b) any delay in delivery of Products under this Contract; (c) any defects or quality problems relating to the Products; (d) any changes in Supplier's corporate structure or organization (including any direct or indirect change in control or ownership of Supplier); (e) any deficiency in Specifications, samples, prototypes or test results relating to this Contract; (f) any failure by Supplier, or its subcontractors or common carriers, to comply with applicable laws and regulations, including, without limitation, with respect to transportation of Products under this Contract; or (g) any change in Supplier's authorized representatives, required insurance coverage or professional certifications (e.g., ISO 9001).
17. **Supplier Guides.** Supplier shall comply with the terms of the policies and procedures manuals and guides (i.e., the *Supplier Policy and Procedure Manual* for production parts, and the *Parts Policies and Procedures Manual* for Service Parts) furnished to Supplier by Buyer ("Supplier Guides"). Such Supplier Guides contain policies, procedures and processes for matters such as purchasing procedures, packaging, shipping and quality. The Supplier Guides can be found at the Buyer's purchasing portal (www.iszapurchasing.com) or obtained directly from Buyer, and may be updated by Buyer upon notice to Supplier from time to time. These General Terms and Conditions of Purchase shall take precedence in the event of any conflict with a Supplier Guide, except to the extent that a Supplier Guide specifies otherwise.
18. **Supplier's Property.** Unless otherwise agreed to by Buyer, Supplier, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, containers and other items ("Supplier's Property") necessary for the production of the Products. Supplier shall insure Supplier's Property with coverage for all losses for its replacement value. Supplier shall not dispose of Supplier's Property or alter Supplier's Property in a way that renders it unable to properly produce the Products during the period in which Supplier remains obligated to supply Products under this Contract. Supplier grants Buyer an irrevocable option to take possession of and title to Supplier's Property that is used exclusively for the production of the Products upon payment to Supplier of its net book value less any amounts that Buyer has previously paid to Supplier for the cost of such items, and less any amounts owing to Buyer by Supplier; provided, however, that this option shall not apply if Supplier's Property is used to produce Products that are the standard stock of Supplier or if a substantial quantity of like Products are being sold by Supplier to others.
19. **Buyer's Property.** All supplies, materials, prototype and production tools, jigs, dies, gauges, fixtures, molds, patterns, containers, equipment and other items (together with any accessions, appurtenances, modifications, repairs, refurbishments and replacements thereof) furnished by Buyer, either directly or indirectly, to Supplier to perform this Contract, or for which Supplier

has been reimbursed by Buyer outside of the piece price ("Buyer's Property"), shall be and remain the property of Buyer and held by Supplier on a bailment basis. Buyer will, at any time, have the right to immediate possession of Buyer's Property on Buyer's demand. If title in any Buyer's Property has not otherwise passed to Buyer, title shall pass to Buyer immediately upon completion of Buyer's production part approval process (PPAP) for such property or the date Buyer first makes any payment to Supplier relating to such property, whichever comes first. Supplier shall bear all risk of loss of and damage to Buyer's Property while it is in Supplier's possession or under its control. Buyer's Property shall at all times be properly housed, maintained and/or stored by Supplier, at its expense, shall not be used by Supplier for any purpose other than the performance of this Contract; shall be deemed to be personalty; shall be conspicuously marked by Supplier as the property of Buyer; shall not be commingled with the property of Supplier or with that of a third person; and shall not be moved from Supplier's premises without Buyer's prior written approval. Buyer and its designees shall have the right to enter Supplier's premises at all reasonable times to inspect Buyer's Property and Supplier's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Supplier either (i) FCA transport equipment at Supplier's plant (Incoterms 2010), properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Supplier the reasonable costs of delivering such property to such location.. To the fullest extent permitted by law, Supplier waives any liens, claims, encumbrances, interests or other rights that Supplier might otherwise have or assert on or with respect to any of Buyer's Property for work performed on such property or otherwise. Supplier shall indemnify, defend and hold harmless Buyer, its affiliates, agents, representatives and employees from and against all claims, liabilities, damages, losses, costs and expenses (including without limitation legal and other professional fees) arising out of or in connection with Supplier's possession, handling or use of Buyer's Property. To the extent any intellectual property rights owned by or licensed to Supplier is embodied in, or is otherwise necessary for the intended use of, any Buyer's Property, Supplier hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses as necessary for any use of Buyer's Property, to use such intellectual property rights.

20. **Service Parts.** As used herein, "Service Parts" means Products to be used as service or replacement parts or as accessories. Supplier agrees to supply Buyer's requirements of Service Parts to meet Buyer's current model Service Parts needs. The prices for current model Service Parts shall be no greater than the prices set forth in Buyer's purchase order issued for the same Products used in production, adjusted only for differences in packaging and logistics costs, all as approved by Buyer. Supplier additionally agrees to supply Buyer's requirements of Service Parts to meet Buyer's past model Service Parts needs for a period of at least 10 years (15 years for Duramax engine Service Parts), or such longer period as may be required by applicable law, after Buyer completes current model purchases. Unless otherwise agreed to by Buyer, the prices during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the prices for Products shall be as agreed to by the parties negotiating reasonably and in good faith; provided that during any period in which a new price is being negotiated, the most recently agreed to price shall apply. For the remainder of this period, the prices for Products shall be as agreed to by the parties. In no event may Supplier raise prices beyond a level that makes the Products non-competitive or that would impede Buyer's ability to re-sell Service Parts at a fair and marketable price to support the continuing use and maintenance of its products by its customers. If the Service Parts are systems or modules, Supplier shall sell the components or parts that comprise the system or module at prices that shall not, in the aggregate, exceed the price of the system or module less assembly costs. It shall be Supplier's responsibility to take whatever actions are necessary to enable Supplier to fulfill Buyer's past model service and replacement parts requirements for the time period set forth above, and Supplier may not impose an all time buy upon Buyer or charge Buyer for any set-up, tooling, or other costs or fees associated with the supply of Service Parts without Buyer's written consent. Without limiting the generality of the foregoing, Supplier shall not discontinue supply of the Service Parts or take any actions which are likely to adversely affect Supplier's ability to supply Service Parts without pre-building a sufficient safety stock to ensure an uninterrupted supply of Purchaser's requirements of the Products, and without offering Buyer a reasonable opportunity to make an all time buy. Supplier may not impose minimum order quantity requirements upon Buyer that exceed Buyer's reasonable supply needs. Upon Buyer's request, the parties shall enter into a separate contract for the supply of Service Parts; until such agreement is entered into, the purchase and sale of Products constituting Service Parts shall be governed by the terms of this Contract.
21. **Warranty.** Supplier warrants and represents that the Products supplied under this Contract shall be free from defects in design, materials and workmanship, conform to the Specifications and the samples accepted by Buyer and be of at least the same level of quality as such samples, and be merchantable and suitable for their intended use by Buyer. The duration of the warranty provided by Supplier to Buyer for the Products shall begin on the date of receipt of the Products by Buyer and end on the latter of expiration of any warranty provided by Buyer to Buyer's end customer applicable to the Products or to the vehicle or engine into which the Products are incorporated or the expiration of any warranty period provided under applicable law for the Products. The warranties set forth herein are in addition to any warranties express or implied by law or equity or otherwise made by Supplier.
22. **Remedies.** The rights and remedies reserved to Buyer in this Contract are cumulative with, and in addition to, all other rights and remedies of Buyer under applicable law or in equity. Without limiting the foregoing, in the event that any Products fail to conform to the warranties set forth in this Contract or if Supplier otherwise breaches any of its other obligations under this Contract, Buyer shall be entitled to recover from Supplier the damages, liabilities, losses, legal and other professional fees and costs incurred by Buyer and its affiliates, including, without limitation, costs and expenses incurred by Buyer (a) in inspecting, sorting, testing, repairing or replacing nonconforming Products or nonconforming deliveries; (b) resulting from production interruptions; or (c) in conducting recall campaigns or other corrective service actions. Supplier shall indemnify, defend and hold harmless Buyer and its affiliates against any claims, damages, liabilities, losses, costs and expense (including, without limitation, attorneys' and other professional fees) arising from or relating to Supplier's negligence, breach or failure to perform any of its obligations under this Contract.
23. **Compliance With Law.** Supplier, and all Products supplied by Supplier, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination ("Applicable Law"), including but not limited to those that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products or services, emissions and other environmental matters, the handling and transportation of dangerous Products or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Supplier represents and warrants that neither it nor any of its subcontractors, suppliers, agents or other associated third parties shall utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Products under this Contract. At Buyer's request, Supplier shall certify in writing its compliance with the foregoing and provide Buyer with any requested documentation to enable Buyer to comply with Applicable Law.
24. **Recalls.** If a recall or other campaign is performed in relation to the Products, the expenses necessary for such campaign shall be borne by Supplier in proportion to the extent that the Products are the basis for such campaign. For purposes of this section, a campaign includes any special service campaigns, special policy adjustments or buybacks necessitated by an unusually high failure rate of a Product. Notwithstanding anything to the contrary contained herein, Supplier shall supply the Products necessary for the recall or other campaign while such recall or other campaign is ongoing.
25. **Products Liability.** Supplier shall indemnify, defend and hold harmless Buyer and its affiliates and any other person selling or using the Products from and against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' and other professional fees) arising from or in connection with any injury to persons, including death, or damage to property alleged to have been caused by any malfunction of, or defect in, any Product or as a result of any act or omission of Supplier, its employees, agents or subcontractors. With respect to any actual, potential, or threatened product liability claim, demand, suit or action, each party shall: communicate and cooperate with the other to the fullest extent reasonably possible in connection with the investigation of the facts and circumstances and in any litigation; refrain from taking any position adverse to the interests of the other party; and not, except in enforcement of its rights hereunder, institute any claim, action, or proceeding against the other party. Each party shall not disclose to any third parties (except their affiliates, attorneys, insurers and auditors) any information with respect to the arrangements effected under this section, except as may be required as a matter of law or in any judicial proceedings involving such party.
26. **Insurance.** Supplier shall maintain in full force and effect adequate product liability insurance from reputable and financially responsible insurance companies protecting Supplier and Buyer from claims and liability for injury, death or property damage which arise out of or relate to the use or application of the Products. In addition, during such period of time in which Supplier possesses, handles or uses Buyer's Property, Supplier shall maintain adequate comprehensive general public liability and property damage insurance from reputable and financially responsible insurance companies protecting Supplier and Buyer from claims and liability for injury, death or property damage which arises out of or relates to the possession, handling or use of Buyer's Property. Such insurance must cover claims and liability arising from the use of Products outside of the United States. Supplier shall furnish Buyer with certificates of insurance for such policies within ten (10) days of Buyer's written request which shows Buyer and its affiliates as additional insureds under such insurance and states that Buyer shall receive 30 days' prior written notice of any termination or reduction in the amount or scope of coverage. Supplier's furnishing of certificates of insurance or purchase of insurance shall not release Supplier of its obligations or liabilities under this Contract.

27. **Patent Infringement.** Supplier shall indemnify, defend and hold harmless Buyer and its affiliates and any other person selling or using the Products from and against all liabilities, damages, losses, claims, costs and expenses (including, without limitation, attorneys' and other professional fees) arising from or in connection with any claim of infringement of any patent, copyright, trade secret or other proprietary right of any third party by reason of the sale or use of the Products. Buyer or Buyer's subcontractor may repair, reconstruct, remanufacture, reflash, or rebuild the Products delivered under this Contract without payment of any royalty to Supplier. To the extent that this Contract is issued for the creation of copyrightable works, the works are considered "works made for hire" for Buyer, except to the extent that the works do not qualify as "works made for hire" for Buyer, in which case Supplier hereby assigns to Buyer all right, title and interest in all copyrights and if lawfully permitted waives all moral rights therein. With respect to any inventions, patents or processes which Supplier conceives of or develops in connection with the Products, Supplier hereby grants to Buyer a permanent, paid-up, non-exclusive, world wide license, with a right to sublicense to others, to make and/or use, any processes or products that are encompassed within, or covered by, such inventions, patents or processes.
28. **Buyer's Intellectual Property.** All intellectual property rights in any patents, Specifications, samples or know-how which Buyer (or its suppliers) supply to Supplier shall remain the sole and exclusive property of Buyer (or its suppliers) and Supplier shall not use or disclose such patents, Specifications, samples or know-how except as authorized by Buyer. Supplier agrees that parts manufactured based on such patents, Specifications, samples or know-how may not be sold to any person or entity without Buyer's prior written approval. If Products are packaged, labeled or otherwise distinctively marked to identify them as Products to be resold by Buyer, Supplier shall not package, label or otherwise mark similar Products sold by Supplier to others such that they become confused with Products sold by Buyer.
29. **Confidentiality.** Supplier shall on behalf of itself and its affiliates treat all information and property which it receives from Buyer or its representatives, including, without limitation, all patents, Specifications, samples, know-how, information, equipment, materials, tools and tooling furnished by Buyer to Supplier under this Contract, in confidence, not disclose such information or property to any third person (including, without limitation, Supplier's subcontractors or suppliers) without Buyer's prior written consent, not use or sell any such information or property to make more Products than ordered by Buyer. Supplier shall use such confidential information only for the purpose of filling release authorizations issued by Purchaser, adhere to adequate security measures to ensure the continuing confidentiality of such confidential information, and return such confidential information, including, without limitation, all copies, summaries and reports thereof, to Buyer within two weeks following receipt of Buyer's written request. Buyer may disclose Supplier's confidential information to affiliates provided that such affiliates use such confidential information only for the purposes related to this Contract for which it was disclosed. In the event of any conflict between the terms of this section and the terms of any mutually-executed non-disclosure agreement in effect between the parties, the terms of the non-disclosure agreement shall prevail.
30. **Termination for Breach.** Buyer may terminate all or any part of this Contract, without liability to Supplier, if Supplier: (a) breaches any term of this Contract (including Supplier's warranties); (b) states its intention not to perform or otherwise rejects its obligations under this Contract; or (c) fails to make progress in performance so as to endanger timely and proper delivery of Products, provided that Supplier does not correct such breach, rejection or failure within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing events, including, without limitation, all attorneys' and other professional fees.
31. **Termination for Convenience.** In addition to any other rights of Buyer to terminate this Contract, Buyer may, at its option, terminate all or any part of this Contract, at any time and for any reason, by giving written notice to Supplier. Not later than thirty (30) days following Buyer's termination under this section, Supplier shall submit a claim for compensation for the following amounts without duplication: the Contract price for all Products that have been completed in accordance with a release authorization or binding forecast and not previously paid for, and the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Products under a release authorization or binding forecast, 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 this Contract. Such work-in-process and raw materials shall be delivered to Buyer if requested by Buyer. Buyer shall not be responsible for finished Products, work-in-process or raw materials fabricated or procured by Supplier in amounts in excess of those authorized in Buyer's release authorizations or binding forecasts, or for undelivered Products that are in Supplier's standard stock or that are readily marketable. In no event shall the compensation paid by Buyer for the cancellation of any Product exceed the agreed-upon purchase price for such Product. Any amount due to Supplier pursuant to this section shall be reduced by any amount owed by Supplier to Buyer under this Contract or otherwise. Any payment under this section shall not be deemed a waiver of any of Buyer's other rights arising under this Contract or applicable law. The foregoing sets forth Supplier's sole remedy and Buyer's maximum liability to Supplier in the event of a termination by Supplier under this section. This section shall not apply in the event that Buyer terminates this Contract as a result of a breach by Supplier. Buyer shall have access to Supplier's premises and records, prior or subsequent to payment, to verify charges supporting a claim under this section.
32. **Effect of Termination.** Buyer shall not be liable to Supplier on account of the termination of this Contract as permitted hereunder, and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, overhead, interest on claims, commitments, investments or expenditures, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this Contract. The expiration or termination of this Contract shall not relieve either party from any obligations which have accrued pursuant to this Contract, and any rights and obligations of the parties which are intended to survive the expiration or termination of this Contract, including but not limited to the rights and obligations set forth in Sections 19-38, shall survive such expiration or termination. Upon the termination of this Contract, Supplier shall cooperate with Buyer to help avoid production disruptions and to transfer title and possession of the Products, work-in-process and raw materials that Buyer has the right to acquire from Supplier and return Buyer's Property and other property of Buyer.
33. **Assignment.** Under no circumstances may Supplier transfer, assign or delegate, in whole or in part, any of its rights or obligations under this Contract, whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without Buyer's prior written consent provided that Supplier's purchase of raw materials or standard commercial articles shall not be deemed a subcontract. Buyer may designate any third party as an agent for Buyer for the purpose of providing services related to transportation, ordering, or any other services designated by Buyer. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.
34. **Relationship of the Parties.** This Contract does not create the relationship of principal and agent between Buyer and Supplier nor shall it be construed as creating any other form of legal arrangement which would impose liability upon one party for the act or omission of the other party. Neither party has the right, power or authority to assume or to create any obligation on behalf of or in the name of the other.
35. **No Waiver; Severability.** The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
36. **Interpretation.** As used herein, "Contract" means these General Terms and Conditions of Purchase and the accompanying purchase order issued by Buyer. "Contract" shall also mean any supplemental terms and conditions that may be issued by Buyer to address special or specific requirements relating to the purchase of Products and any applicable Supplier Guides. This Contract, including these General Terms and Conditions of Purchase, shall be accepted by Supplier and become effective upon the first to occur of: (a) the date on which Supplier provides written or electronic acceptance to Buyer, or (b) Supplier's commencement of any work or performance under this Contract. Supplier's acceptance of this Contract shall be expressly limited to the terms of this Contract. Terms and conditions proposed by Supplier in Supplier's quotations, acceptances, acknowledgements, invoices or other documents, that are different from or in addition to the provisions of this Contract are expressly rejected by Buyer and are not a part of this Contract. This Contract and any mutually-executed non-disclosure agreement in effect between the parties constitute the entire agreement between the parties and supersede all previous or contemporaneous oral or agreements between the parties with respect to the Products ordered hereunder. This Contract may be modified only by an amendment issued by Buyer.
37. **Dispute Resolution.** This Contract and any claims relating to the Products or services provided under this Contract shall be governed by the laws of the State of Michigan, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Supplier may be brought by Buyer in any court(s) having jurisdiction over Supplier or, at Buyer's option, in the court(s) having jurisdiction over Buyer, in which event Supplier consents to such jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Supplier against Buyer may be brought by Supplier only in the court(s) having jurisdiction over Buyer's principal place of business. In the event that any action at law or in equity is brought to

enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to an award of its reasonable attorneys' fees in addition to any other relief to which the prevailing party may be entitled. If a dispute between Buyer and Supplier arises under this Contract, Supplier shall proceed with the performance of the work hereunder, including the delivery of Products in accordance with Buyer's release authorizations pending resolution of the dispute.

38. Duration of Supply. Supplier has committed to supply Products for the entire duration of the vehicle program(s) for which the Products are supplied (and to supply service parts). Upon Supplier's request at any time, Buyer shall update Supplier regarding the anticipated duration of Buyer's supply needs. Buyer shall provide written notice to Supplier of any planned termination of a vehicle program no less than four (4) months prior to such termination date. The term of this Contract shall automatically extend on a year-to-year basis unless terminated as set forth above or superseded by a subsequent Contract.