

## PURCHASE ORDER TERMS AND CONDITIONS

**1. Offer and Acceptance.** As designated on the face hereof or on an attached writing hereto, this Purchase Order Agreement ("Contract") is an offer by the indicated buyer ("Buyer") to the party to whom it is addressed ("Supplier"), to purchase the identified products and/or services ("Products"). Supplier shall accept this Contract by any reasonable indication of acceptance, including without limitation: (i) if Supplier fails to object to Buyer, in writing, within five (5) days of receipt of this Contract, or (ii) if it begins work or ships the Products to Buyer. Acceptance is expressly limited to the terms of this Contract, and Buyer objects to all additions, exceptions, or changes to these terms whether contained in any printed form of Supplier or elsewhere unless accepted in writing signed by an authorized representative of Buyer. This Contract, plus the associated purchase order, any applicable master agreement between the parties and any documents referenced herein or therein, constitutes the entire agreement between the parties with respect to its subject matter, superseding all prior oral or written representations, understandings or agreements between the parties, and this Contract prevails over and entirely supersedes and replaces any of Supplier's sales documents or general terms and conditions of purchase regardless of whether or when Supplier has submitted such documents or terms. If the parties have entered into a master agreement, the terms of such agreement shall have priority over the terms of this Contract if there is a conflict. Payment by Buyer does not constitute acceptance of any of Supplier terms and conditions and does not serve to modify or amend this Contract.

**2. Pricing and Changes.** Pricing is firm and not subject to change unless otherwise stated in this Contract. Buyer may notify Supplier of changes to the drawings, specifications, quantity, delivery or other requirements, but the time for performance and price shall not change (and Supplier shall be liable for any Buyer damages arising from such changes) unless Supplier notifies Buyer in writing supported by documentation that a change in price or time for performance is necessary, within ten (10) days of receipt by Supplier of notice of such change. Upon receipt of such a notice from Supplier, the parties shall negotiate reasonably and in good faith to agree in writing upon an equitable adjustment to the time for performance or price. Supplier shall not make any change in this Contract or the ordered Products without the prior written approval of Buyer, including, without limitation, the nature, type or quality of any services, raw materials or goods used by Supplier or its suppliers in connection with this Contract. Any general price reduction made by Supplier with respect to any Product ordered, subsequent to the placement of this Contract by Buyer, and prior to Buyer's receipt of the Product, shall apply to this Contract. Supplier represents that the prices charged hereunder are the best or lowest prices charged by Supplier to buyers of a class similar to Buyer purchasing similar or lesser quantities. If Supplier enters into an agreement for the same or similar products or services with another buyer, providing such buyer with more favorable terms under similar or lesser volumes, Supplier shall promptly notify Buyer and the pricing granted to Buyer, and this Contract, will be deemed appropriately amended to provide such pricing to Buyer, effective as of the date the more favorable pricing was provided to the third-party buyer.

**3. Electronic Communication.** Supplier will comply with the method of electronic communication as may be specified by Buyer, including requirements for vendor-managed inventory, electronic funds transfer, purchase order transmission, electronic signature and/or communication.

**4. Volume & Quantity.** Any estimates, forecasts or projections of future anticipated volume or quantity requirements for Products provided by Buyer are provided for informational purposes only and may change. If quantities and delivery schedules are not specified in this Contract, they will be as reasonably determined by Buyer and confirmed in writing to Supplier from time to time. If Supplier is supplying Buyer under a vendor-managed inventory system under this Contract, Supplier will at all times maintain Buyer's supply at required levels as indicated through the vendor-managed inventory system.

**5. Shipping & Delivery.** Products will be shipped in accordance with sound commercial practice and instructions furnished by Buyer. Supplier will comply with Buyer's packaging, labeling, shipping notification and freight requirements. Non-compliance may result in charges to Supplier. The costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract, are included in the price. Supplier shall bear all risk of loss until Products are delivered. Deliveries will be made in the quantities and on the dates specified by Buyer in this Contract or subsequent releases or instructions. Unless otherwise stated in this Contract, delivery terms will be FCA Buyer's dock (Incoterms 2020). Time is of the essence and Supplier may not, unless approved by Buyer in writing, make partial shipments of Products to Buyer. Supplier shall be responsible for the cost of any premium freight arrangements required to meet on-time delivery. Buyer will not be required to accept Products that are delivered in advance of the delivery date, in incorrect quantities, or otherwise not properly delivered in accordance with this Section 5.

**6. Certification Statements and Customs.** In the case of raw material Products, Supplier shall provide a signed quantitative test report showing conformance to the specifications (as below) for each shipment and a certification of the report contents. The certification shall identify, when applicable, the material specification(s); manufacturer (and vendor if different); lot, batch, heat or serial identity; quantity of material covered; date of shipment and carrier; Buyer's purchase order and material code numbers; and statistical test results obtained. If the certification is accompanying the shipment, the shipping unit containing the document must be clearly marked as such so the certification is readily available to the receiving personnel. Supplier agrees to provide Buyer with a statement of origin and applicable customs documentation for any Products manufactured in whole or in part outside of the USA/Canada as well as any requested documentation, as applicable.

**7. Acceptance.** Products will comply with the information and specifications submitted to Supplier by Buyer, including but not limited to markings, labels, warnings, patterns, samples, drawing functionality and operating environment requirements. Acceptance of Products by Buyer is subject to Buyer's inspection after delivery to Buyer. Products rejected by Buyer as non-conforming may be returned to Supplier at the expense of Supplier. Products rejected by Buyer and returned to Supplier shall not be replaced except upon request of Buyer. Payment for any Product shall not constitute acceptance thereof. If a Product is rejected after payment, Buyer shall, at its option, be entitled to return the same for full refund (and in the case of services Buyer may reject the work and receive restitution) or request and receive replacement Product. If Buyer requires replacement of the Products, Supplier shall, at its expense, promptly replace the non-conforming Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Products and the delivery of replacement Products. Supplier will bear risk of loss with respect to any such returned Products. Any inspection or other action by Buyer under this Section 7 shall not reduce or otherwise affect Supplier's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

**8. Payment.** Payment terms shall be MNS2, meaning payment will be made on the 2nd business day of the 2nd month following the date of receipt of both (i) Products and (ii) a correct invoice by Buyer. All invoices and/or advance shipping notices must reference the order number, amendment or release number, Buyer's part number, Supplier's part number (where applicable), quantity of pieces in shipment, number of cartons or containers, Supplier's name and contact information, and bill of lading number, before any payment will be made. Unless otherwise expressly stated in this Contract, prices for Products include all applicable federal, state, provincial, and local taxes. Supplier will not charge or collect or any such taxes if the transaction is tax-exempt. In such cases, Buyer will provide Supplier with a tax exemption certificate on request. Buyer shall have the right of setoff. If an invoice is reasonably disputed by Buyer, Supplier will continue to fulfill any other outstanding orders.

**9. Ownership of Proprietary Materials.** Except as specifically stated in this Contract, neither party transfers to the other party any patent, trade secret, trademark, copyright or other intellectual property right owned by such party ("Intellectual Property Right"). Supplier grants to Buyer a non-exclusive right and license of Supplier's Intellectual Property Rights to: (a) use, sell, and modify Products and incorporate Products into other products for use or sale; and (b) in the case where Supplier is unable to perform or has breached this Contract, to make Products or have Products made by an alternate source for the remaining duration of this Contract or as otherwise mutually agreed to in writing. All works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, and other intellectual property created by Supplier for which the development was paid for by Buyer (collectively, "Proprietary Materials"), and all Intellectual Property Rights in such Proprietary Materials, are owned by Buyer. Supplier agrees that all such Proprietary Materials created by Supplier for which the development was paid for by Buyer are "works made for hire" as that term may be used in connection with any applicable copyright legislation (including the Copyright Act of the United States (US Code Title 17)). Supplier agrees to promptly disclose the existence, use and manner of operation of any Proprietary Materials to Buyer. To the extent such "work for hire" doctrine may be legally inapplicable for any reason, Supplier hereby assigns to Buyer all right, title and interest in the Proprietary Materials, including all Intellectual Property Rights therein, and agrees to execute at Buyer's request a subsequent document as further evidence of this assignment. Supplier also agrees to assist Buyer, at Buyer's expense, as reasonably requested in any efforts Buyer may make to obtain any Intellectual Property Rights protection with respect to any Proprietary Materials. Supplier shall ensure that all employees and subcontractors to Supplier shall have written contracts with Supplier consistent with these terms.

**10. Limited Trademark License.** Subject to Supplier's compliance with the terms and conditions of this Contract, Buyer grants to Supplier a non-exclusive, non-transferable, limited license, with no right to sublicense, to reproduce and use those trademarks, service marks, logos, commercial symbols and other indicia of trade origin of Buyer and its affiliates as shall be designated in writing from time to time by Buyer to Supplier (collectively, the "Buyer Marks") solely for the manufacture and sale of Products to Buyer. Supplier may not use the Buyer Marks for any unauthorized products or services or in any manner not expressly authorized in this Contract. Supplier's reproduction and use of the Buyer Marks, and all goodwill established and/or symbolized thereby, will inure exclusively to the benefit of Buyer and its affiliates, as applicable, and this Contract does not confer any goodwill or other interests in the Buyer Marks upon Supplier. Supplier will comply with Buyer's reasonable instructions, policies and guidelines for use of the Buyer Marks, as they may be revised from time to time. Upon Buyer's request, Supplier shall submit samples of its Products or materials using the Buyer Marks to Buyer for its prior approval, and shall make any modifications to its use of the Buyer Marks as requested by Buyer. Supplier shall not challenge or contest the validity of the Buyer Marks, the ownership of the Buyer Marks by Buyer or its affiliates, or any registration of the Buyer Marks with the Canadian Intellectual Property Office, the U.S. Patent and Trademark Office, or any foreign governmental authority. Supplier shall not represent that it has any ownership interest in the Buyer Marks or registrations therefore. At such time as Supplier is no longer supplying Products to Buyer, or earlier upon Buyer's request, Supplier shall immediately and entirely discontinue all use of Buyer Marks and Supplier shall have no rights whatsoever in regard to the Buyer Marks.

## 11. Warranties.

(a) In addition to any warranties otherwise set forth in this Contract, Supplier expressly warrants that all Products will (i) conform to Supplier's specifications and to all other agreed-upon specifications, drawings, samples or descriptions, and all applicable laws, regulations and other governmental requirements in force in countries where Products or products equipped with such Products are to be installed or sold; (ii) be merchantable, of good material and workmanship and free from defects in workmanship, material or design; (iii) be fit for their intended purpose and operate as intended; (iv) be free and clear of all liens, security interests or other encumbrances; and (v) not infringe or misappropriate any third party's patent or other intellectual property rights. The warranties set out in (iv) and (v) will carry on in perpetuity and the warranties set out in (i), (ii) and (iii) will be effective for the longer of: (A) the period provided by applicable law where the Products are used (and the applicable statute of limitations is to run from the date of Buyer's discovery of the non-compliance of the Products with the applicable warranties); or (B) the warranty period provided by Buyer to its customers (the "Warranty Period"). Supplier shall repair any defects during the applicable Warranty Period at Supplier's cost and expense (including, without limitation, for all parts, labor and transportation costs) as soon as is feasible after being notified of any such defect by Buyer.

(b) In carrying out any services in connection with this Contract (the "Services"), Supplier warrants that all Services will be performed in a professional, timely and workmanlike manner, and that it will ensure that the best technical practices, skills, procedures, care and judgment are employed in performing the Services, using personnel of required skill, experience and qualifications. With respect to any Services subject to a claim under this warranty, Supplier shall, at Buyer's option, (i) correct or re-perform the applicable Services so that they conform to this warranty, or (ii) credit or refund the price of such Services at a reasonable pro rata rate, as determined by Buyer, acting reasonably.

(c) The warranties and remedies contained herein supplement the warranties and remedies provided by applicable laws and regulations, which shall not be disclaimed or limited. All warranties contained in this Contract shall continue on and survive any delivery, inspection, acceptance, or payment by Buyer, and all remedies in respect of such warranties shall be available to Buyer, its affiliates, and their customers. As may be applicable, Supplier warrants the Products will meet or exceed the failure rate and/or reliability requirements set forth in the applicable specifications. A failure rate of 2% or higher for any cause or group of causes of Buyer's population or lot of a particular Product shall be deemed an epidemic failure. Claims and failure rates for non-compliance will be established from Buyer's service records for the Product. In the event of non-compliance, Supplier will (i) correct the cause on all Products to be shipped thereafter and (ii) repair or replace (with new, not repaired or refurbished Product) all affected Products shipped within the previous 48 months or pay Buyer its costs of remedying the non-compliance, at Buyer's option. If the Product is for resale, Supplier acknowledges that Buyer may make similar warranties to its customers in reliance upon the foregoing.

(d) With respect to any Products or Services which have been repaired, replaced or re-performed during the Warranty Period, a new Warranty Period will begin from the date of such repair, replacement or re-performance.

**12. Indemnification.** To the full extent permitted by law, Supplier hereby agrees to indemnify, defend and hold harmless Buyer, its affiliates, partners, directors, officers, employees and agents (collectively, "Buyer Group"), from and against any and all actions, claims, demands, judgments, losses, costs, liabilities, damages, expenses and/or fees (including reasonable attorneys' fees) of whatever kind ("Claims") that are incurred by or asserted against Buyer related to or arising from any: (a) actual or alleged infringement of any patent, trademark, copyright, trade secret, industrial design right, or other Intellectual Property Right or proprietary right, by reason of the manufacture, use or sale of the Products, except to the extent the infringement results directly from a design furnished by Buyer; (b) defect or alleged defect in any Products; (c) noncompliance or alleged noncompliance by Supplier with its representations, warranties, or obligations under this Contract; (d) negligence or fault or alleged negligence or fault of Supplier, its employees, agents or other persons under its control in connection with the design, manufacture or supply of Products; or (e) any use or resale of any of the Products or Services by Buyer. Supplier shall not make any admissions on behalf of Buyer Group or enter into a settlement without Buyer's prior written consent. The indemnification obligations of Supplier under this Section are not in lieu of and shall not in any way impair or exclude Buyer's rights or remedies under law, and such rights shall be cumulative.

**13. Limitation on Buyer Group Liability.** Buyer Group will not be liable for any consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, arising out of or relating to this Agreement, including without limitation lost profits, loss of revenue, or cost of capital, whether or not the possibility of such damages has been disclosed in advance by Supplier or could have been reasonably foreseen by Buyer, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

14. **Compliance with Law.** Supplier will at its expense comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and ordinances, including import and export laws and regulations, that may be applicable to Supplier's performance of its obligations under this Contract; and shall identify and procure required permits, certificates, licenses, insurance, approvals and inspections in performance of this Contract. Supplier shall provide Buyer with material safety data sheets for Products and all other information required to comply with applicable laws and regulations.

15. **Insurance Requirement.** In addition to any specific insurance requirements as may be specified in this Contract, throughout the term of this Contract and the warranty period of any Products (and, with respect to any claims-based coverage, for a period of two years thereafter), Supplier shall obtain and maintain, at its sole expense: (a) general liability insurance, including blanket contractual liability and product liability coverage, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, provided that Buyer may notify Supplier that higher coverage limits are required as reasonably based upon the nature or amount of Products and Services being provided by Supplier; (b) all-risk property perils insurance covering the full replacement value of Buyer's Property (as defined below) while in Supplier's care, custody, or control; and (c) worker's compensation insurance as required by applicable law. Insurance coverage amounts shall in no case be less than as standard in the industry, and shall be with carriers with at least an A.M. Best rating of "A" excellent, and a financial size rating of at least Class V. Supplier shall add Buyer as an additional insured under the above policies. Supplier shall provide copies of such policies to Buyer upon request. Supplier will notify Buyer in writing before any changes, modifications, or cancellations are made to such policies.

16. **Confidentiality.** In connection with this Contract, Supplier may have access to Buyer's confidential information, including without limitation inventions, developments, know-how, specifications, business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information and compilations of data ("Confidential Information"). Supplier shall use Buyer's Confidential Information only for the purposes contemplated under this Contract and shall not disclose it to third parties or otherwise use it to its own advantage or Buyer's detriment. Confidential Information shall not include information which: (a) is or becomes publicly available without breach of this Agreement by Supplier; (b) was known to Supplier prior to its receipt from Buyer, as evidenced in writing; or (c) is developed by Supplier independently of its access to Confidential Information. Supplier is permitted to disclose Buyer's Confidential Information to its employees and authorized subcontractors on a need-to-know basis only, provided that such employees and authorized subcontractors have written confidentiality obligations to Supplier no less stringent than the confidentiality obligations under this Section. Upon termination of this Contract, Supplier shall return Buyer's Confidential Information (and destroy or delete all copies thereof) and shall not use Buyer's Confidential Information for its own, or any third party's, benefit. Supplier's confidentiality obligations shall survive termination of this Contract for so long as Buyer's Confidential Information remains confidential. In order to assure that Buyer is able to obtain the full benefit of the restrictions set forth in this Section, Buyer shall be entitled to injunctive relief, including, but not limited to, emergency, preliminary, temporary and permanent injunctions, from any court of competent jurisdiction as may be necessary to enjoin any violation of the foregoing covenants, without the necessity of proving immediate irreparable harm or an inadequate remedy at law, and without the necessity of posting bond, to the extent permitted by law. If the parties have already entered into a Confidentiality or Non-Disclosure Agreement ("NDA"), the terms and conditions of the NDA shall apply and control for confidentiality obligations between the parties in lieu of this Section.

17. **Bailed Property.**

(a) All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, castings, cavity die patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Supplier in connection with Supplier's performance of its obligation under this Contract, or for which Supplier has been paid or reimbursed by Buyer, with all related repairs, improvements, appurtenances, accessions and accessories, and all documents, standards or specifications, trade secrets, proprietary information, Proprietary Materials and all Intellectual Property Rights in such Proprietary Materials (collectively, "Buyer's Property") shall be and remain the property of Buyer or the designated owner. Supplier shall bear the 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, repaired and replaced by Supplier at Supplier's expense in good working condition capable of producing Products meeting all applicable specifications. Buyer's Property shall not be used by Supplier for any purpose other than the performance of this Contract, shall be conspicuously marked "Property of Buyer" by its name shown on this Contract by Supplier, shall not be commingled with the property of Supplier or with that of any third party, and shall not be moved from Supplier's premises without Buyer's prior written approval. Supplier will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property.

(b) Buyer will have the right to enter Supplier's premises to inspect Buyer's Property and Supplier's records regarding Buyer's Property. Supplier acknowledges that neither Supplier nor any other person or entity other than Buyer (or its affiliates or customer if applicable), has any right, title or interest in Buyer's Property except, subject to Buyer's sole discretion, Supplier's rights to utilize Buyer's Property in the manufacture of Products under this Contract. Effective

immediately, without further notice or legal action, Buyer, or its designee, has the right to enter the premises of Supplier and take possession of all of Buyer's Property without payment of any kind. Supplier agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Supplier expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. Supplier grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Supplier's behalf any notice or financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property will be immediately released to Buyer or delivered by Supplier to Buyer either: (i) FCA Supplier's plant (Incoterms 2020), properly packed and marked in accordance with the requirements of Buyer's selected carrier; or (ii) to any location designated by Buyer, in which event Buyer shall pay Supplier the reasonable costs of delivery. Supplier waives, to the full extent permitted by law, any lien (whether mechanics, moldbuilder, molder, special tool builder, Personal Property Registry, UCC or otherwise) or other rights that Supplier might otherwise have on any of Buyer's Property.

(c) Supplier acknowledges that the unauthorized possession of Buyer's Property by Supplier would cause irreparable harm to Buyer, Buyer's customer, and others. Therefore, Supplier recognizes the right and need of Buyer to obtain immediate relief in the nature of a replevin or claim and delivery action. Accordingly, provided that Supplier receives at least twenty-four (24) hours' notice of any request for hearings in connection with proceedings instituted by Buyer, Supplier waives, to the fullest extent possible under applicable law, the right to notice in excess of twenty-four (24) hours in connection with any judicial proceedings instituted by Buyer hereunder. Further, Supplier hereby waives any requirement for Buyer to post a bond in a replevin action. Supplier shall pay all costs incurred by Buyer, including, but not limited to, reasonable attorney fees, the cost of the bond and sheriff and other court officers' fees in connection with the recovery of Buyer's Property through legal process.

**18. Termination for Cause.** Either party may upon written notice to the other party terminate all or any part of this Contract without further liability, if the other party: (a) is in Default of this Contract, however, if the Default can be cured then only if such Default is not cured within fifteen (15) days of receipt of written notice of the Default from the non-defaulting party; (b) has committed a material breach of this Contract or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Either party shall be in "Default" under this Contract if it fails to perform any obligation under the Contract, breaches any representation or warranty under this Contract, or fails to provide adequate assurance of performance under the Contract within a reasonable time after written and justifiable demand by the other party.

**19. Termination for Convenience.** Buyer may terminate this Contract upon ten (10) days' advance written notice to Supplier. Upon such notice, Supplier shall not make new commitments for any additional raw materials, inventory or services related to the Products under this Contract without the prior written approval of Buyer. Buyer shall pay Supplier for raw materials unique to the Products, work-in-process and finished goods in inventory for the Products authorized under a firm release from Buyer that are useable and in a merchantable condition ("Inventory") remaining in Supplier's possession on the termination date, after receipt of payment for such Inventory from Buyer's customer and delivery of such Inventory to Buyer. The purchase price for the Inventory, which shall be Supplier's sole and exclusive recovery from Buyer on account of termination for convenience, will be (a) the contract price for all Products that have been completed in accordance with this Contract as of the termination date not previously paid for, plus (b) the actual documented costs of work in process and raw materials incurred by Supplier in furnishing the Products to the extent such costs are reasonable in amount and are properly apportionable under generally accepted accounting principles to the terminated portion of this Contract, less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Supplier with Buyer's written consent. If Buyer's customer is unreasonably delayed in making payment for Inventory, Buyer shall negotiate with Supplier a good faith settlement. In no event will Buyer be required to pay for Inventory that Supplier fabricates or procures in amounts that exceed amounts authorized in Buyer's firm delivery releases nor will Buyer be required to pay for any goods or materials that are in Supplier's standard stock or that are readily marketable. Payments made under this Section will not exceed the aggregate price for finished Products that would be produced by Supplier under firm delivery releases outstanding on the date of termination. Within sixty (60) days after the effective date of termination, Supplier shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer reasonably requests.

**20. Actions on Termination.** Upon termination of this Contract, Supplier shall: (a) take actions reasonably necessary to protect property in Supplier's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (b) return Buyer's Confidential Information to Buyer (and destroy or delete all copies thereof).

**21. Force Majeure.** Neither party shall be liable to the other party for delay in a scheduled delivery or a failure in performance caused by acts beyond such party's reasonable control without fault or negligence of such party, such as, without limitation, flood,

war, embargo, acts of terrorism, riot, or the intervention of any government authority ("Force Majeure"), provided such party presents a claim and notice in writing to the other party within twenty-four (24) hours of such party becoming aware that an event of Force Majeure may delay or interrupt performance hereunder. If Supplier is unable to perform in a timely manner for any reason, Buyer may purchase Products from other sources and reduce its purchases from Supplier accordingly without liability to Supplier.

22. **Recall.** If a recall or market withdrawal involving any Products is initiated or directed by Buyer, its customer, or a regulator, Supplier agrees to fully cooperate with Buyer and take all such steps as are reasonably requested to fully implement the recall or withdrawal in a timely manner. All actions taken in connection with a recall or market withdrawal shall be in accordance with federal and state laws and regulations. Supplier will immediately notify Buyer of any events that may give rise to a recall or market withdrawal of Buyer products containing any Products. Supplier will provide documentation and records that Buyer may request in order to facilitate adjustment of insurance claims. Supplier shall be responsible for all costs, damages, and losses associated with any recall or market withdrawal that results from Products not meeting any specifications or warranties set forth in the associated purchase order or this Contract, including without limitation brand damage, lost profits, lost business or contracts, loss of market share, and third-party claims. Unless otherwise required by law, Buyer (or its customer, if applicable) will control all messaging and communications with third parties and the public generally relating to recalls or market withdrawals of any Buyer goods involving the Products.

23. **Inspection and Audit Rights.** Supplier agrees to deliver to Buyer samples of the Products upon request for testing. Buyer shall have the right upon request to inspect and audit Supplier's books, records, operations and facilities related to this Contract, including Supplier's quality system, to insure Supplier's compliance with the terms of this Contract and Buyer and Buyer's customer standards. Supplier shall maintain all records necessary to support amounts charged to Buyer under this Contract. Supplier shall provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such inspections and/or audits by Buyer.

24. **Independent Contractors.** Buyer and Supplier are independent contractors, and nothing in this Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Supplier assumes full responsibility and exclusive liability for the payment of all contributions, unemployment obligations, payroll taxes, federal, state, provincial, local and foreign, if applicable, as to all employees engaged in the performance of Supplier's work under this Contract.

25. **Governing Law, Jurisdiction and Venue.** This Contract and all matters arising out of it, including the transaction between the Buyer and the Supplier, shall be governed by the laws of the State of Indiana. Subject to the provisions of Dispute Resolution below, each party irrevocably submits to the exclusive jurisdiction of the state or federal courts in the State of Indiana and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

26. **Dispute Resolution.** Except for disputes relating to or arising out of, in whole or in part, any breach of confidentiality hereunder or for the misuse or infringement of Buyer's Intellectual Property Rights, in the event of a dispute or disagreement between Supplier and Buyer arising out of or relating to this Contract (a "**Dispute**"), such Dispute, upon the written request of Supplier or Buyer, shall be referred to the chief financial officers of each party or their respective designees. The chief financial officers or their respective designees shall promptly meet in good faith to resolve the Dispute and if they do not agree upon a resolution within thirty (30) calendar days after the reference of the Dispute to them, then such Dispute, upon written notice from one party to the other of its intent to arbitrate (an "**Arbitration Notice**"), shall be submitted to and settled exclusively by final and binding arbitration before the Judicial Arbitration and Mediation Services ("JAMS") in lieu of any judicial proceeding; provided, however, that nothing contained in this Section shall preclude any party from seeking or obtaining from a court of competent jurisdiction (a) injunctive relief, or (b) equitable or other judicial relief to specifically enforce the provisions of this Contract or to preserve the status quo prior to the event(s) leading to the Dispute. Arbitration shall be conducted in accordance with the then-current JAMS Comprehensive Arbitration Rules and Procedures (<https://www.jamsadr.com/rules-comprehensive-arbitration>). The arbitration will take place in Marion County, Indiana, and be conducted by a sole neutral arbitrator agreed upon between the parties. If the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with JAMS arbitration rules and procedures. Reasonable discovery will be permitted, and the arbitrator may decide any issue as to discovery. Moreover, the arbitrator may hear dispositive motions brought by either party, including demurrers, motions to dismiss, and motions for summary judgment. The arbitrator may decide any issue as to whether, or as to the extent to which, any dispute is subject to arbitration, and the arbitrator may award any relief permitted by law. The arbitrator must base the arbitration award on these provisions and applicable law, and must render the award in writing, including an explanation of the reasons for the award. Judgment upon the award may be entered by any court having jurisdiction over the matter, and the decision of the arbitrator will be final and binding. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration. The arbitrator's fees will be paid in equal portions by the parties. Any arbitration award shall be binding and enforceable against Supplier

and Buyer and judgment may be entered thereon in any court of competent jurisdiction. For purposes of clarification, any Dispute relating to or arising out of, in whole or in part, any breach of Supplier's obligations of confidentiality hereunder or for the misuse or infringement of Buyer's Intellectual Property Rights shall not be subject to binding arbitration under this Contract.

**27. Assignment.** Neither party may assign this Agreement or any of its obligations hereunder in whole or part without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Buyer may in its sole discretion and without Supplier's consent assign this Agreement, in whole or in part or with respect to any of its rights and obligations hereunder, to any affiliate or successor company or entity resulting from a sale of assets, shares or other ownership interest, merger, operation of law, reorganization or consolidation. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any such affiliate or successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. If Buyer consents to Supplier subcontracting of any of its duties under this Contract, Supplier will ensure that the subcontractor agrees to be bound by all of the terms and conditions of the Contract. Buyer may terminate this Contract upon written notice to Supplier, without any further liability to Supplier, if there is a change of control of Supplier.

**28. Notices.** Subject to Section 3, all notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) if delivered by hand, when received, with signed confirmation of receipt; (b) if sent by a nationally recognized overnight courier, signature required, when received; (c) if sent by email, the day that a return email is received from the recipient (which email cannot be a 'bounce-back' email) and (d) if sent by certified or registered mail by the U.S. Postal Service or Canada Post Corporation, return receipt requested and postage prepaid, on the fifth (5<sup>th</sup>) day after the date mailed.

**29. Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract including, but not limited to, Sections 9-13, 16, 17, 20, 22-26 and 28-30.

**30. General.** The failure of either party to enforce any right or remedy provided hereunder or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. Except as authorized in paragraph 1 above, neither this Contract nor any of its provisions may not be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by authorized representatives of both parties. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.