

TRELLEBORG COATED SYSTEMS US, INC.

TERMS & CONDITIONS OF PURCHASE

1. Parties. “**Buyer**” means Trelleborg Coated Systems US, Inc., or a subsidiary, affiliate, successor, or assignee of Trelleborg Coated Systems US, Inc., or other entity issuing the Order, or issuing any order under any agreement to which these terms and conditions are attached or referenced therein. “**Seller**” means the legal entity providing Goods and/or Services or otherwise performing work pursuant to the Order.

2. Application. These terms and conditions define the relationship of Buyer and Seller and apply to all purchases of goods and materials (“**Goods**”) as well as any associated services (“**Services**”). Seller acknowledges that these terms and conditions are incorporated in, and are a part of, each Buyer issued purchase order (each, an “**Order**”) relating to the purchase of Goods and Services from Seller, in written form or electronic commerce, including any amendments, supplements, specifications and other documents referred to in, or attached to, the Order. All agreements between Buyer and Seller will be solely under the terms and conditions of the Order, and Buyer objects to any and all additional or different terms contained in any document submitted by Seller to Buyer. Any execution by Buyer of any other document submitted by Seller in connection with the purchase of Goods and Services does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Order, but will constitute only acknowledgment of receipt of such document. In addition, notwithstanding any terms contained in any documents submitted by Seller in connection with the purchase and sale of Goods and Services under the Order, acknowledgement of the Order, including, without limitation, by beginning performance of the work called for by the Order, shall be deemed acceptance of the Order and will constitute a course of conduct constituting Seller’s agreement to the terms and conditions of the Order, to the exclusion of any additional or different terms and conditions.

3. Ordering Procedure; Quality.

(a) Buyer may, from time to time, issue Orders to Seller including, without limitation, by electronic means. Seller shall be obligated to provide the Goods and Services as set forth in any Order accepted by Seller. Seller shall notify Buyer within three (3) business days after receipt of an Order if Seller rejects the Order and the basis for such rejection. The parties shall discuss in good faith the basis for the rejection, and use commercially reasonable efforts to agree to the terms of the Order acceptable to both parties. Seller must confirm all Orders electronically (through email, or Buyer approved EDI method) and must confirm the delivery or performance date in such confirmation.

(b) Changes.

(i) Buyer reserves the right to modify the Order with respect to quantities, delivery schedules and/or specifications as desired by Buyer by issuing one or more change orders to Seller (each, a “**Change Order**”). Seller shall not make any changes to the Order or affecting the Goods or Services without the prior written consent of Buyer, which may be withheld in its sole discretion. If Seller’s costs are reduced because of changes, Seller shall reduce the Order price to reflect all such quantifiable cost savings, whether direct or indirect. If Seller’s costs are increased because of changes, Buyer will consider Seller’s request for a reasonable adjustment to the Order price; provided, however, that if Seller does not notify Buyer of the cost impact within ten (10) business days of the issuance of the Change Order, then Seller shall be deemed to waive any claim for a price increase due to the Change Order; and, provided further, that if Seller does provide notice of a cost impact and the parties cannot agree upon a reasonable price adjustment within ten (10) business days of such notice, the Change Order will not become effective, Seller shall not be entitled to any additional compensation or price changes, and Buyer may terminate the Order without liability to Seller. Written or verbal acceptance of a Change Order and/or the provision of Goods or Services to Buyer after receipt of a Change Order constitutes Seller’s assent to such revision.

(ii) Seller will make no changes in the design, materials, specifications, manufacturing location, manufacturing equipment, production processes or any other process related to the Goods in place as of the Order date, without the advance written approval of Buyer. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements. To request approval to make a change to the Goods, Seller must provide Buyer with a plan at least one hundred eighty (180) days prior to the proposed start date of implementing such change. Any such plan is subject to Buyer’s written approval, and must demonstrate that Seller has taken all necessary actions to avoid negative impacts to Buyer, including, but not limited to, maintaining additional inventory, overlapping production schedules, etc. Seller will be responsible for any and all costs incurred as a result of changes implemented by Seller including, but not limited to, all customer charges, all labor costs, including engineering costs, travel and lodging, all costs to transition to an alternative source of supply, redesign, recertification and/or requalification, and all corrective action costs (e.g., costs of additional inspection or quality-control systems).

(c) Quality.

(i) Seller shall provide and maintain inspection and quality control systems that are consistent with industry practice and acceptable to Buyer. All Goods furnished under the Order by Seller shall conform to the requirements stated in the Order and accompanying documentation including, but not limited to, drawings and work instructions, and be subject to inspection and tests by Buyer, or Buyer’s customer. To the extent practicable, inspection may be made by Buyer, its agents or assigns at all times and places, including the period of manufacture and prior to acceptance. Additionally, an audit of Seller’s premises and records for compliance with this Section shall be permitted by Buyer or its designee at Buyer’s advance written request. Seller shall maintain applicable records as required by law or internal policy, but in no event, for less than six (6) years.

(ii) Any changes to the specifications of the Goods must be agreed upon in writing by Buyer. From every batch of Goods supplied by Seller, representative samples shall be withheld by Seller. These samples shall be sealed and provided with a number indicating the batch from which they were taken and shall be kept in adequate storage until six (6) months after the expiry period or one (1) year after the day of supply, whichever is latest. Seller shall keep records of the samples and of their analytical data. Seller will administer traceability and keep records of all Goods batches supplied to Buyer as well as the raw materials used to produce these batches. Upon Buyer’s request, Seller shall make all information collected pursuant to this Section available to Buyer. In case Seller and Buyer have executed a (goods) quality (assurance) agreement, Seller warrants full and timely compliance with any and all obligations stemming from such agreement.

4. Delivery.

(a) Deliveries shall be made both in quantities and at times specified on the Order. Time and quantity of delivery are of the essence. Seller shall adhere to shipping directions specified on the Order. In the event that delivery is delayed or performance is late or incomplete, Seller shall promptly notify Buyer of the date by which delivery will be made or performance will be completed; provided, however, that Buyer may terminate any Order where delivery or performance is late or incomplete regardless of whether Seller notifies Buyer of a new delivery or completion date. Title to, and risk of loss, for all Goods sold to Buyer shall pass to Buyer only after unloading such Goods at the delivery location selected by Buyer. Unless otherwise noted on the Order, Goods shall be shipped by Seller FOB port of shipment (Incoterms 2010) to the destination specified on the Order, freight prepaid, and Services shall be performed at the Buyer location (unless otherwise specified) and in accordance with the schedule identified on the Order.

(b) Seller will comply with all country of origin marking requirements under applicable laws and regulations, which shall include as minimum requirements, the English name of the country of origin marked on the immediate container (outermost packaging in which the Goods are provided to Buyer), on the article itself and on the commercial invoice. The country of origin must be included on all import commercial invoices and packing lists (delivery notice) and must be consistent with the country of origin marked on the package (immediate container) and the Goods.

(c) Packing slips and other shipping documents, such as bills of lading, shall show the Order number, vendor and item and reference numbers. For each international shipment, Seller shall furnish all required export/import documents and certificate(s) of origin as required by applicable law and as Buyer may request. Seller shall furnish (i) all NAFTA, AALA and any other related or required documents; (ii) all required export licenses or authorizations; and (iii) any other documents requested by Buyer. Seller warrants that the contents of such documents shall be true and accurate. Seller shall indemnify the Indemnified Parties (as defined in Section 10 below) for any and all damages, including, but not limited to, duties, interest, and penalties, arising from a false or inaccurate statement.

5. Delays. Time is of the essence for all completion or delivery of Goods and Services under the Order. In lieu of canceling any Order where the provision of Goods or Services is late, Buyer shall be entitled to a credit equal to one percent (1.0%) of the Order price for each day that the provision of Goods or Services is late (as calculated from the Order ship or performance date). Buyer may apply such credit against the corresponding invoice for such Goods or Services, without the need for Seller to issue any credit memorandum or other documentation. Seller agrees that such credit is not a penalty, but a reasonable approximation of the damages that late completion or delivery will cause to Buyer.

6. Acceptance, Inspection and Return.

(a) Notwithstanding payment, passage of title or prior inspection, all Goods and Services are subject to final acceptance or rejection by Buyer upon delivery or completion. Failure to give notice of any defect or non-conformity shall not affect any warranty or operate as acceptance of any Good or Service with a latent defect.

(b) Seller agrees that Buyer and its customers shall have the right to enter Seller's facility at reasonable times to inspect and audit the facility, goods, materials and any property of Buyer related to or covered by the Order, and Seller will provide, at its own cost, reasonable access to its premises, equipment, staff and such other information as Buyer and its customers may reasonably request to confirm compliance with the Order. Such inspection, whether during manufacture or performance prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-progress, finished Goods or Services, whether or not a breach of warranty or other defect had become evident at the time. If any audit reveals quality shortcomings or non-compliance with the Order, Buyer may immediately terminate the Order for cause. Any inspection by Buyer, or advice or notice given by Buyer, with regard to the Goods or Services to be delivered or performed, shall not release Seller in any way from responsibility or liability with respect to fulfillment of its obligations under the Order.

(c) To the extent that Goods are provided by Seller, and unless Seller notifies Buyer prior to accepting any Order that Goods are custom made and non-returnable, Buyer may return for a full refund any unused Goods.

7. Warranty.

(a) Seller represents and warrants that the Goods, whether provided by Seller or a direct or indirect source of Seller: (i) will be free from defects in design, materials, workmanship and title; (ii) will be of good and suitable quality (as set forth in the Order or the applicable specifications), that all materials and other items incorporated in the Goods will be new (not refurbished or reconditioned) and fit for the particular purpose for which they are intended; (iii) will be free of any rightful claim of any third party for infringement of any patent, trademark, trade dress, copyright or other right; (iv) will strictly conform to the specifications, drawings, designs, and other requirements of the Order; (v) will be of comparable quality as all samples delivered to Buyer; and (vi) will comply with all applicable laws, regulations and other requirements of governmental authorities having jurisdiction. The above warranties shall apply to Buyer and Buyer's customers of the Goods. The warranties set forth above in clauses (i), (ii), and (v) only, shall apply for the period set forth on the face of the Order or in the specifications. If no period is otherwise specified, those warranties shall apply for a period of forty-eight (48) months, plus delays (such as those due to non-conforming Goods), from the date of Seller's delivery of the Goods to the specified destination.

(b) With respect to Services, Seller warrants that (i) the Services will be conducted by personnel of requisite skill, experience and qualifications using due skill and care, (ii) the Services shall be performed in accordance with the highest industry standards; (iii) all subcontractors shall be bound by the terms of the Order as if it were Seller hereunder, and (iv) all of its equipment used in the provision of Services will be suitable, properly maintained and in good working order.

(c) In addition to all rights and remedies available under the Order and/or applicable law (including the Uniform Commercial Code), if Seller breaches any warranty relative to the Goods or Services, Buyer may, at its election: (i) return such items to Seller at Seller's risk and expense; (ii) require Seller, at its expense to promptly replace, reperform or correct such items, or provide a refund or credit; (iii) pending redelivery or

reperformance, require repayment of any amounts paid for non-conforming items; (iv) effect cover by purchase or manufacture of similar items or repair/reperformance of such items at Seller's expense; and/or (v) accept or retain non-conforming items and equitably reduce their price. Additionally, Seller shall reimburse Buyer for any and all direct and indirect costs, expenses and penalties arising out of or related to Seller's breach of any warranty.

(d) Seller agrees to use its best efforts to ensure that all warranties provided by any third parties are assigned to Buyer. If any third party warranty cannot be so assigned, Seller agrees to use its best efforts to make that warranty available for the benefit of Buyer. Seller agrees to deliver to Buyer a copy of each written third party warranty. All such third party warranties, and the express warranties set forth herein, are in addition to any other warranties available to Buyer under applicable law.

8. Price; Invoicing and Payment.

(a) Prices are firm and are not subject to increases or additional charges.

(b) Seller shall invoice Buyer on completed delivery of the Goods or performance of the Services. Payment terms will be set forth on the Order; provided, however, that if the payment terms are not set forth on the Order, payment terms shall be net sixty (60) days. If a payment date falls on a non-business day, payment will occur on the following business day. All invoices must reference the corresponding Order number and must be sent to Buyer's address specified on the Order, or such other address as Buyer may specify. All invoices must be in US Dollars and will be paid in US Dollars.

(c) All shipping and handling charges are to be paid by Buyer, unless explicitly defined differently on the Order; Buyer will arrange the pickup and shipment at Seller's site and will pay the shipping company directly. Seller shall pack, mark and ship the Goods in accordance with sound commercial practices and Buyer's specifications in such a manner as to prevent damage during transport and shall be clearly marked as destined for Buyer. Unless otherwise noted on the Order, all purchases are for resale and no sales or use tax shall be charged. Seller is responsible for obtaining from Buyer any required certification. Any sales or use tax or any other tax charged by Seller shall be set forth on a separate line item on the invoice.

(d) Seller shall not at any time provide Goods or Services to a different buyer at prices below that charged to Buyer. If Seller charges a different buyer a lower price for Goods or Services, Seller must immediately apply the lower price in connection with the Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate the Order without liability to Seller.

(e) Except as otherwise set forth herein or on the Order, the price for Goods and Services includes all charges, costs and fees necessary to deliver to Buyer, Goods and Services that conform strictly to the requirements of the Order and includes, without limitation, all applicable packaging and transportation costs to Buyer's location, insurance, customs duties, taxes and any other charges or fees. All such costs shall be for Seller's account and Seller agrees to pay such costs.

9. Termination.

(a) Buyer may immediately terminate an Order, in whole or in part, without liability, in the event of any of the following or any other similar occurrences: (i) the insolvency of Seller; (ii) the filing of a voluntary petition in bankruptcy by Seller; (iii) the filing of any involuntary petition in bankruptcy against Seller; (iv) the appointment of a receiver or trustee for Seller; or (v) Seller making an assignment for the benefit of its creditors. In addition, Buyer shall have the right to terminate an Order, in whole or in part, without liability, if Seller: (x) repudiates or breaches any of the terms of the Order; (y) fails to perform Services or deliver Goods as specified by Buyer; or (z) fails to make progress or suffers any issues so as to endanger timely delivery of Goods or Services, and Seller does not correct such failure or issues within five (5) business days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of notice from Buyer specifying such failure or issues.

(b) Buyer may also terminate an Order, in whole or in part, for its own convenience, in which case Seller shall be entitled to, but only to, an equitable amount not in excess of its verified direct costs reasonably and necessarily expended or committed to third parties in accordance with lead times for materials and labor as appropriate for corresponding delivery dates prior to the notice of termination (less salvage value and any other amounts recoverable by Seller). The payment required by the foregoing sentence shall constitute Buyer's sole and exclusive liability and obligation with respect to cancellation of an Order.

10. Indemnification.

(a) Seller shall defend, indemnify and hold harmless Buyer, its affiliates and subsidiaries, and each of their respective officers, directors, shareholders, employees, agents, customers and assigns (collectively, the "**Indemnified Parties**") from and against any allegation, claim, suit, action, proceeding, damage, loss, settlement, cost, expense and any other liability (including, but not limited to, reasonable attorneys' fees) arising out of, related to, or resulting from: (a) an actual or alleged breach of any of Seller's representations, warranties or other obligations under the Order; or (b) any act or omission of Seller or its employees, agents, affiliates, contractors or subcontractors, except to the extent caused by the gross negligence or willful misconduct of Buyer as determined by a final, non-appealable order of a court having proper jurisdiction.

(b) Seller shall defend, indemnify and hold harmless the Indemnified Parties from and against any allegation, claim, suit, action, proceeding, damage, loss, settlement, cost, expense and any other liability (including, but not limited to, reasonable attorneys' fees) arising out of, related to, or resulting from any assertion that the Goods or Services, or any part thereof, furnished under the Order, or the use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right of a third party. In the event such Goods or Services or the use thereof are enjoined in whole or in part, Seller shall, at its expense and at Buyer's or its customer's option, undertake one of the following: (i) obtain for Buyer and its customer the right to continue the use of such Goods or Services; (ii) in a manner acceptable to Buyer and its customer, substitute equivalent Goods or Services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund

to Buyer an amount equal to the purchase price for such Goods or Services plus any excess costs or expenses incurred in obtaining substitute Goods or Services from another source.

(c) Seller's obligations under this Section 10 will survive Buyer's acceptance of and payment for the Goods and Services.

11. Insurance. Seller shall obtain and maintain at all times and at its expense, Commercial General Liability Insurance, covering liabilities relating to the Goods and Services, including, but not limited to, products and completed operations, and that meets the following requirements: (a) contains a broad form Seller's Endorsement; and (b) has minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Further, if Seller's employees will enter Buyer's premises, Seller will maintain Workers' Compensation Insurance in the statutory mandated amounts and Employer's Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence, and Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence. Seller's insurance shall (x) be issued by a reputable and financially sound carrier and be primary to any insurance that may be carried by Buyer; (y) name the Indemnified Parties as additional insureds and include a waiver of subrogation in favor of the Indemnified Parties; and (z) not be terminated, cancelled, materially altered or allowed to expire without prior written notice to Buyer as per the applicable policy language. Seller will keep this insurance in effect for at least five (5) years after the last sale of Goods or Services to Buyer, and will furnish Buyer certificates of insurance evidencing such coverage promptly upon Buyer's request. Buyer's approval of any of Seller's policies of insurance does not relieve Seller of any obligations set forth in the Order, including, but not limited to, its defense and indemnity, even for claims over Seller's policy limits.

12. Intellectual Property; Use Rights.

(a) Subject to Section 12(b), all (i) copyrights, patents, database rights, trade secrets, rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (collectively, "**Intellectual Property Rights**") belonging to a party prior to delivery of the Goods or performance of the Services shall remain vested in that party.

(b) Any Intellectual Property Rights that are developed in the Goods or Services under or in connection with performance of the Order shall be the exclusive property of Buyer. All such Intellectual Property Rights under the Order and in any derivatives and adaptations thereto, including any modifications, enhancements, additions or changes thereto, shall vest in Buyer unconditionally and immediately on their creation and Buyer is the sole owner thereof. Seller hereby assigns in advance and agrees to ensure that each other relevant person shall assign, including by way of future assignment where relevant, to Buyer, all Intellectual Property Rights that are developed in the Goods or Services under the Order, and such other interest as aforesaid, immediately on the creation of such Intellectual Property Rights, free of all liens, encumbrances and attachments. In addition, Seller hereby grants to Buyer a non-exclusive, transferable, sublicenseable, irrevocable and royalty-free license to its Intellectual Property Rights to the extent incorporated into, or reasonably required to receive or make use of, the Goods or Services.

(c) Seller shall not have any right to otherwise use the name of Buyer, or any trademark, trade name, brand name or other product identification owned or used by Buyer (collectively, the "**Marks**"), except as necessary for the performance of Seller's obligations under the Order for the exclusive benefit of Buyer or as Buyer may otherwise approve in writing. The Marks are and will remain the property of Buyer at all times, and Seller shall not acquire or hold any property, ownership or other interest whatsoever in the Marks by virtue of the Order or inclusion of the Marks on any Goods.

(d) Except for the limited use rights expressly enumerated above, the Order does not grant, and shall not be construed as granting, to Seller a license or any rights under any of Buyer's Intellectual Property Rights, including the Marks, beyond that necessary for the purposes of the Order, or the granting of any right to use Buyer's Intellectual Property Rights or the Marks in connection with any proposals to third parties.

(e) Seller shall not use any of Buyer's Marks in any publication or public presentation without the prior written consent of Buyer.

13. Stop Work. Buyer may, without cost or other liability and at any time, by written direction to Seller, require Seller to stop all or any part of the work called for by the Order for a period of up to one hundred and eighty (180) calendar days after such written direction is delivered to Seller and for any further period to which Buyer and Seller may agree. Any such written direction shall be specifically identified as a Stop Work Order ("**SWO**") issued pursuant to this Section 13. Upon receipt of an SWO, Seller shall immediately comply with its terms. Within the period of the work stoppage specified by the SWO and any amendments to the SWO, Buyer shall either (a) cancel all or part of the SWO, or (b) terminate all or part of the work covered by such SWO as permitted under Section 9(b) hereof. To the extent an SWO issued under this Section is canceled or the period of the work stoppage specified by the SWO or any extension thereof expires, Seller shall resume work and shall agree, with Buyer, upon a reasonable adjustment to the delivery schedule.

14. Recalls. If at any time a governmental agency of any country, state, province or municipality requires Buyer to conduct a product safety recall or a field fix program ("**Recall**"), or Buyer voluntarily undertakes such an action, related to the Goods, Buyer will notify Seller within thirty (30) days of the initiation any such action. In the event of a Recall, and the cause of such Recall is due to (i) a breach by Seller of any of its representations, warranties, obligations, covenants or other agreements contained on the Order, then Seller shall be liable, and shall reimburse Buyer for all costs and expenses incurred by Buyer relating to or arising out of such Recall; provided, however, that if Buyer or any third party share responsibility with respect to such Recall, the costs shall be shared in the ratio of the parties' contributory responsibility.

15. Buyer-Supplied Materials, Tooling, Equipment and Technical Data.

(a) Title to any material, tooling, equipment or technical data that Buyer pays for or provides to Seller or is responsible for providing to Seller, including replacements (collectively, "**Buyer Property**"), will remain or vest with Buyer. Seller will conspicuously label Buyer Property as such, maintain it in good condition, keep written records of the Buyer Property in its possession and the location of the Buyer Property, not allow any liens or other encumbrances to be placed upon it, not abandon Buyer Property, prohibit anyone other than Seller and authorized Seller personnel from using

or taking possession of Buyer Property and not change its location without the prior written approval from Buyer. Seller is responsible for inspecting and determining that Buyer Property is in useable and acceptable condition.

(b) Seller will use Buyer Property exclusively to fulfill Buyer Orders unless otherwise authorized in writing by Buyer. Buyer Property is intended for use at Seller's site only or as otherwise authorized in writing by Buyer and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Seller is responsible for any loss, damage, or destruction of Buyer Property and any loss, damage or destruction of any third-party property or personal injuries resulting from Seller's use of Buyer Property. Seller will not include the cost of any insurance for Buyer Property in the prices charged under the Order. Seller, at Buyer's sole cost and expense, will return Buyer Property or dispose of it at Buyer's sole option as it directs in writing. Buyer makes no representations and disclaims all warranties (express or implied) with respect to Buyer Property.

16. Adequate Assurance of Performance; Cost Reduction.

(a) If at any time, Buyer has grounds for insecurity as to whether Seller's performance will be full, timely and continuing in accordance with the terms of the Order, then Buyer may request, by written notice to Seller, adequate assurances in writing that Seller is able and willing to perform all of its respective obligations under the Order. Seller shall prepare and provide with its assurances of performance any information, reports or other materials as Buyer may reasonably request. If Seller does not provide adequate written assurances within fourteen (14) calendar days after the written notice and request from Buyer, then Buyer may, at its option, treat the Order as breached by Seller.

(b) Seller represents that it shall use its best efforts to continuously support Buyer's (and its respective customers') lean manufacturing initiatives. In furtherance thereof, Seller shall use its commercially reasonable efforts to identify and implement cost reductions and pass them on to Buyer in the form of lower prices for the Goods. Such efforts shall include participation of capable Seller personnel whose responsibility it shall be to identify and implement actionable cost reduction initiatives. Except as otherwise agreed by the parties in writing, all of Seller's cost reductions for the Goods shall be shared equally between Seller on the one hand, and with Buyer on the other hand; provided, however, that cost reductions resulting from changes to specifications, engineering changes or other changes that are implemented solely by Buyer shall be provided for the benefit of Buyer, and shall not be shared with Seller. All cost reductions which are for the benefit of Buyer shall be in the form of a reduction to the price of the applicable Goods.

17. Compliance with Laws.

(a) Seller shall comply, ensure that its permitted subcontractors shall comply, and take all reasonable measures to ensure and do nothing to prejudice Buyer's compliance with (i) all applicable laws, statutes, regulations, rules and ordinances governing the manufacture, sale, supply or transfer of Goods or performance of Services and/or Seller's performance of its obligations under the Order, including, without limitation, all import/export laws and all requirements under the OSHA Hazard Communication Standard and all federal, state and local laws relating to hazardous chemicals; (ii) all applicable laws, statutes, regulations, rules, ordinances and codes relating to anti-bribery and anti-corruption, sanctions and trade embargoes including, but limited to, the criminal code in the relevant jurisdiction, and sanctions laws and regulations imposed by the U.S. Office of Foreign Assets Control and the European Union; and (iii) Buyer's supplier code, if any. Seller shall (1) have and maintain its own policies and procedures to ensure compliance with the requirements of this Section 17); (2) promptly report to Buyer any request or demand for any undue financial or other advantage of any kind received by Seller in connection with the Order; (3) immediately notify Buyer in writing if a foreign public official becomes an officer or employee of Seller or acquires a direct or indirect interest in Seller and Seller warrants that it has no foreign public officials as direct or indirect owners, officers or employees; and (4) annually certify to Buyer, in writing signed by an officer of Seller, compliance with this Section 17 and provide supporting evidence of compliance as Buyer may reasonably request.

(b) Without limiting the generality of the foregoing: (i) Seller shall not sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under the Order to or from: (1) any country designated as a "State Sponsor of Terrorism" or "SST" by the U.S. Department of State; (2) any entity located in, or owned by an entity located in a SST country; or (3) any person or entity listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the U.S. Department of Treasury. This Section shall apply regardless of the legality of any such transaction under local law. (ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable law, Seller hereby agrees not to supply any Goods to Buyer under the Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to Seller by Buyer.

(c) Seller represents and warrants to Buyer that it shall not furnish "counterfeit goods" to Buyer, defined as goods or separately-identifiable items or components of goods, that may, without limitation: (i) be an illegal or unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively "OEM") item; (ii) not be traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) not contain the proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, reclaimed or refurbished; or otherwise modified from OEM design but are represented as OEM authentic or as new; or (v) have not passed successfully all OEM required testing, verification, screening and quality control processes. Counterfeit goods shall be deemed to be non-conforming and defective, and, in addition to any other rights Buyer may have at law or pursuant to the Order, Seller shall disclose the source of the counterfeit Goods to Buyer and cooperate with Buyer with respect to any investigations or remedial actions undertaken by Buyer.

(d) Seller shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, as applicable, or any other relevant information as Buyer may reasonably request, in order to confirm compliance by Seller with applicable laws and the Order.

18. Toxic or Hazardous Materials or Substances.

(a) Seller represents and warrants to Buyer that, if any Order involves delivery of any Hazardous Materials, the packaging and shipment of such Hazardous Material shall be made in accordance with all applicable laws, and Seller shall submit a copy of a current Material Safety Data Sheet (MSDS)

to Buyer receiving delivery of any Hazardous Materials from Seller prior to delivery of such material. “**Hazardous Materials**” shall mean any pollutant, contaminant or other substance regulated as a result of its potential to pose a meaningful risk to public health or the environment.

(b) Seller further represents and warrants to Buyer that (i) the Goods and any substances contained therein or utilized in the production thereof are not prohibited or restricted by, and shall be offered, supplied and utilized in compliance with, all applicable laws, including, but not limited to, European Regulation (EC) No. 1907/2006, as may be amended, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (“**REACH**”), and (ii) all such Goods and substances have been pre-registered, registered, evaluated, addressed in notifications and/or authorized as required under REACH. Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization required under REACH of the Goods and substances in the Goods that are the subject of an Order.

(c) In addition to the foregoing obligations, Seller shall, at Seller’s expense, timely provide Buyer with all relevant information, on the Goods and any substances contained therein or utilized in the production thereof, as Buyer determines to be useful or necessary for Buyer and/or Buyer’s customers to timely and accurately fulfill Buyer’s obligations under REACH and other applicable laws.

19. Confidentiality. All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, Intellectual Property Rights, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied by Seller unless authorized in advance by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

20. Force Majeure. In no event shall either party have any claim or right against the other party for any failure of performance (except for Buyer’s right to seek payment of all accrued charges) due to causes beyond that party’s reasonable control, including, but not limited to: acts of God, fire, explosion, vandalism, storm, flood or other similar catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over either of the parties or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies; insurrections; acts of terrorism; riots; wars; strikes; lock-outs, work stoppages or other labor difficulties. If Seller suffers a delay due to a force majeure event, Buyer may terminate the Order, in whole or in part, where such delay exceeds or is reasonably likely to exceed twenty (20) days.

21. Entire Agreement. The Order constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements, whether oral or written, between the parties with respect to such subject matter.

22. Survival. The parties’ respective representations and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of the Order and continue in full force and effect.

23. No Third Party Beneficiaries. The Order does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to the Order.

24. Severability. If any provision of the Order is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of the Order shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

25. Waiver. A waiver of any right under any provision of the Order by either party hereunder shall be valid only if such waiver is in writing and signed by the party to be charged. No waiver of any right under any provision of the Order on any occasion shall be a waiver of any other right or under any other provision or on any other occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

26. Independent Contractors. The parties to the Order are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by the Order. Neither party shall have the power to obligate or bind the other party.

27. Assignment. Except as otherwise provided herein, neither party may assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Order or any rights or obligations thereunder, without the prior written consent of the other party, and any purported assignment, transfer, delegation or disposal in violation of this Section will be null and void. Buyer may terminate the Order or any part thereof by written notice which termination shall be effective on the date specified in such notice, without any liability, in the event that Seller assigns the Order without Buyer’s prior written approval. Notwithstanding the foregoing, Buyer may assign all of its rights and obligations under the Order to an affiliate or a successor-in-interest of Buyer without the prior written consent of Seller.

28. Change in Control. Buyer shall have the right to terminate any Order without any further obligation, if Seller shall undergo a change of control, which shall be defined as the acquisition of more than fifty percent (50%) of its equity voting rights (thirty percent (30%) if Seller is a publicly held company).

29. Governing Law. The Order is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to choice of law principles of such State.

30. Dispute Resolution; Venue. If there is a dispute between the parties, the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within thirty (30) days after the complaining party's written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in Oakland County, Michigan. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within thirty (30) days after commencing mediation, either party may commence litigation which shall only be brought in any court sitting in Oakland County of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, and each of the party's hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to such party and such party's property and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery or by the mailing thereof by registered or certified mail, postage prepaid to the party's address. No action, regardless of form, arising out of the transactions relating to the Order, may be brought by Seller more than one (1) year after the cause of action has accrued.

31. Consent to Electronic Delivery. Seller agrees to receive and/or obtain any and all Orders, statements and other notifications from Buyer via electronic communications. Seller accepts electronic communications from Buyer as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, and agrees that such electronic form fully satisfies any requirement that such communications be provided to Seller in writing or in a form that it may keep.

32. Change to these Terms and Conditions. Buyer may, from time to time and in its sole discretion, modify these terms and conditions as well as any other terms and conditions of the Order. All modifications shall be effective upon their publication on Buyer's website. It is Seller's responsibility to review Buyer's website for such modifications on a frequent basis. If Seller continues to provide Goods or perform Services following any such modification, such use will be deemed acceptance of such modification by Seller. Any modifications requested by Seller to any of the terms and conditions of the Order must be approved in writing by Buyer.