

GOODWILL INDUSTRIES OF GREATER DETROIT  
GENERAL TERMS AND CONDITIONS OF PURCHASE  
AMENDED AS OF OCTOBER 6, 2015

These General Terms and Conditions of Purchase (the "Terms") apply to the purchase of the goods and/or services (the "Products") identified in a purchase order (the "Purchase Order") issued by Purchaser to Supplier which references these Terms. As used in these Terms, "Purchaser, Us, We and Our" shall mean Goodwill Industries of Greater Detroit, Goodwill Automotive, or their applicable affiliate listed on the Purchase Order, and the terms "Supplier and You" shall mean the provider of Products purchased by such Purchaser.

1. General.

1.1 Purchaser's order of Products (the "Order") consists exclusively of the following, which are sometimes referred to collectively as the Terms of the Order: (a) the Purchase Order; (b) any Material Releases (as hereinafter defined) issued by Purchaser to Supplier under the Purchase Order (c) these Terms, a copy of which can be found on Purchaser's website at [www.goodwilldetroit.org](http://www.goodwilldetroit.org) as the same may be revised by Purchaser from time to time; (d) all other documents specifically incorporated into or otherwise made a part of this Order by Purchaser; and (e) Purchaser's various purchasing policies, as the same may be revised by Purchaser from time to time. Supplier is responsible for keeping current regarding the Terms & Conditions and its various policies of purchase. In the event of any inconsistency or conflict between or among the provisions of the Order, such inconsistency shall be resolved by the above listed in descending order of precedence.

1.2 The Order is an offer by Purchaser to purchase the Products from the Supplier on the Terms of the Order. The contract is formed when the Supplier accepts the offer of the Purchaser. This occurs upon the earlier of: (a) the Supplier beginning work or performance; or (b) the Supplier notifying the Purchaser of its acceptance of the offer. **THE ORDER IS LIMITED TO AND CONDITIONAL UPON SUPPLIER'S ACCEPTANCE OF THE TERMS OF THE ORDER SET FORTH HEREIN EXCLUSIVELY.**

1.3 The Order does not constitute an acceptance of any offer or proposal made by Supplier. The Terms of the Order shall apply to the Order exclusively. Any additional or different terms proposed by Supplier, whether in Supplier's quotation, acknowledgement, invoice or otherwise, are unacceptable to Purchaser, are expressly rejected by Purchaser, and are not part of the Order.

1.4 The Order is the entire agreement between the parties respecting the Products and when accepted, supersedes any prior agreements, negotiations or understandings of the parties respecting the Products, whether written or oral.

2. Conclusion and Modification of Contract.

The Purchase Order and all Material Releases as well as their modification and amendments must be in written form. No agreements or modifications will be binding, unless made in writing and signed by Purchaser (electronic medium and facsimile are acceptable). The Purchase Order

and any Material Releases may be issued via electronic medium or facsimile.

### 3. Quantity; Blanket Orders; and Material Releases.

3.1 Supplier shall deliver Products in strict conformance with the dates, times, quantities and delivery locations determined by Purchaser and identified as firm orders in material authorization releases, manifests, broadcasts or similar releases (the "Material Releases"). Time and quantities are of the essence under the Order and Supplier agrees to one hundred percent (100%) on-time delivery of the quantities and at the times specified by Purchaser.

3.2 If the Order does not specify a quantity, states zero, "blanket," "per release" or similar term, the Order is a "Blanket Order." If the Order is a Blanket Order, then, Supplier shall sell the Products to Purchaser during the term of the Order in such quantities as specified in Material Releases transmitted to Supplier during the term of the Order. Purchaser is not required to purchase Products exclusively from Supplier or to purchase all or any of its requirements for the Products from Supplier.

3.3 Purchaser may require Supplier to participate in electronic data interchange or similar inventory management program, at Supplier's expense, for notification of Material Releases, shipping confirmation and other information.

### 4. Delivery.

4.1. Supplier shall adhere to the shipping directions specified on all Material Releases, whether in written or electronic format. Purchaser shall not be required to make payment for goods delivered to Purchaser which are in excess of quantities specified in a Material Release. Purchaser may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price of goods or services covered by the Purchase Order or and Material Release.

4.2. All shipments must be accompanied by a packing list showing the Purchase Order number, quantity shipped, description of the Products, and such other information as Purchaser shall require.

4.3. Unless otherwise specified in the Material Release or the Order, all deliveries shall be made from the Supplier's shipping location to the Purchaser's facility in Detroit, Michigan, during Purchaser's customary operating hours. Unless otherwise specified in the Order, delivery shall be F.O.B. (Uniform Commercial Code) at Supplier's shipping location.

4.4. Title to and risk of loss of all Products subject to this Order shall remain with Supplier until delivery and acceptance of the Products at Purchaser's designated facility.

4.5 If Supplier, for any reason, does not comply with Purchaser's delivery schedule, or any other requirement of a Material Release, Purchaser may: (a) approve a revised delivery schedule; (b) require shipment of any of the Products by a more expeditious method of transportation; or (c) cover, and adjust any quantity requirement under the Order accordingly. Purchaser's rights

under this section are at Supplier's sole expense, at Purchaser's sole discretion, and in addition to and without prejudice to any other right or remedy available to Purchaser.

4.6 Supplier shall control the Products to ensure that the Products are not damaged during transportation to Purchaser. Supplier shall adhere to any special packaging and/or preservation requirements that may be included in the Order.

#### 5. Packaging, Shipment Manner, Product Identification.

5.1. Supplier shall properly pack, mark, and ship the Products (and provide related documentation) according to all requirements of Purchaser, the involved carriers and the country of destination. Supplier shall promptly provide Purchaser, in the form requested by Purchaser, with the identity and amount of all ingredients (and any changes in the ingredients) of the Products. All Supplier packaging materials, types, size, and standard pack quantity along with back-up packaging must be approved by Purchaser prior to a shipment. All packaging shall conform to all state, local and federal regulations, with regard to the storage, transportation and disposal of materials. All packaging design and construction shall provide adequate protection of the Products. Purchaser assumes no responsibility for Supplier's packaging design or performance.

5.2. Before and at the time Products are shipped, Supplier shall give Purchaser sufficient warning in writing (including appropriate labels on all Products, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Products, together with any special handling instructions that are needed to advise carriers, Purchaser, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Products, containers, and packing. Supplier agrees to comply with all state, local and federal regulations relating to such materials.

5.3. Supplier shall fulfill any customs- or NAFTA- related obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Products are Supplier's responsibility unless otherwise stated in the Order, in which case Supplier shall provide the information necessary to enable Purchaser to obtain the licenses or authorizations. Supplier shall promptly notify Purchaser in writing of any material or components used by Supplier in filling the Order that Supplier purchases in a country other than the country in which the Products are delivered. Supplier shall furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Supplier shall promptly advise Purchaser of any material or components imported into the country of origin and any duty included in the Products' purchase price. If Products are manufactured in a country other than the country in which Products are delivered, Supplier shall mark the Products "Made in [country of origin]." Supplier shall provide to Purchaser and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Products into the country in which Products are delivered. Supplier warrants that any information that is supplied to Purchaser about the import or export of Products is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the

Products are exported. Supplier shall enter and comply with all International Material Data System (IMDS) requirements.

## 6. Pricing and Payment.

6.1 The purchase price of the Products is set forth on the face of the Purchase Order. Unless otherwise stated in the Order, the purchase price: (a) is a firm fixed price for the duration of the Order and not subject to increase for any reason, including increased raw material costs, increased labor or other manufacturing costs, increased development costs, or changes in volumes from the volumes estimated or expected; (b) is inclusive of all federal, state, provincial, and local taxes and any duties applicable to provision of the Products; and (c) is inclusive of all freight, storage, handling, packaging and all other expenses and charges of Supplier.

6.2 All invoices for each shipment shall be properly forwarded to such address as may be provided by Purchaser, in duplicate, and containing a Purchase Order number, and in accordance with any other written instructions provided by the Purchaser. Invoices for charges other than or in excess of the amount shown on the Purchase Order will not be honored unless approved in writing in advance by Purchaser, which approval shall be in the sole and absolute discretion of Purchaser. In no event shall Supplier's invoice be enclosed with any shipments.

6.3 Unless otherwise specified in the Order, each invoice paid net 45-days. All payments are subject to invoice.

6.4 In addition to any right of setoff or recoupment provided by law, Purchaser or Purchaser's affiliated companies shall be entitled at any time to set off or recoup against sums payable by Purchaser or its affiliates to Supplier any amounts for which the Purchaser or its affiliates determine the Supplier is liable to it under any Order or other agreements with the Supplier. The Purchaser may do so without notice to the Supplier.

6.5 Payment for Products shall not constitute acceptance of non-conforming Products, nor will it limit or affect any rights or remedies of Purchaser.

6.6 Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Purchaser. Supplier shall provide all information and certificates (including NAFTA, Certificates of Origin, and IMDS) necessary to permit Purchaser (or Purchaser's customers) to receive these benefits or credits.

## 7. Compliance.

7.1 Supplier, and any Products supplied by Supplier, shall comply with all applicable federal, state, provincial, and local laws, rules, regulations, ordinances, conventions or standards that relate to the manufacture, sale, labeling, transportation, importation, exportation, licensing, approval or certification, delivery and use of the Products, including without limitation obtaining or making all approvals and filings, complying with country of origin requirements under the North American Free Trade Agreement and any other duty preference programs, and, upon request, Supplier will submit to Purchaser evidence of such compliance. At Purchaser's request,

Supplier shall certify in writing its compliance with this provision. Supplier agrees to indemnify and hold Purchaser harmless from and against any liability claims, demands, fines, penalties or expenses arising from or relating to Supplier's noncompliance. If Supplier retains subcontractors to perform work on the Products, the Supplier will use only subcontractors that will adhere to the requirements of this section. The Supplier shall monitor subcontractor's compliance. Failure by Supplier to adhere to this provision shall be a material breach of the contract and Purchaser shall have the right to immediate termination of the contract without liability.

## 8. Ownership of Inventions.

If Supplier, or any person employed by or working under the direction of Supplier, in the performance of the Order conceives or first reduces to practice: (a) any invention or any experimental, development or research activities, including engineering related thereto, whether or not patentable; (b) any reduction to practice of any subject matter, application or discovery which could be patented or copyrighted; or (c) any improvement in the design of the Products or any alternative or improved method of accomplishing the objectives of this Order (collectively, "Inventions"), such Inventions shall be owned by Purchaser and be deemed confidential and proprietary property of Purchaser, whether such Inventions or any portions thereof can be copyrighted or patented or not. Supplier shall immediately disclose all Inventions to Purchaser and shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent, copyright, assign to Purchaser or otherwise perfect or protect such Inventions for the benefit of Purchaser.

## 9. Intellectual Property.

9.1 Supplier represents and warrants to Purchaser that the Products and the sale and/or use thereof (before or after incorporation into products during manufacture) do not and will not infringe any Intellectual Property Rights, United States or foreign. Supplier further represents and warrants that all Products or other deliverables provided under the Order will be original to Supplier and will not incorporate any Intellectual Property Rights of any third party.

9.2 "Intellectual Property Right" means any right arising under U.S. or foreign law relating to patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secrets.

## 10. Confidentiality.

10.1. The term "Confidential Information" as used herein means all information, data and experience, whether of a technical, engineering, operational or economic nature obtained by Supplier from Purchaser, relating to Purchaser's business and may include, without limitation, information relating to Purchaser's products, research and development, marketing plans or techniques, client lists, and any scientific or technical information, design, process, procedure, formula, or know how (whether or not patentable), financial data and employee information.

10.2. Supplier agrees with respect to all Confidential Information received from Purchaser from

the date Supplier receives the Confidential Information until expressly stated otherwise by Purchaser, that: (a) except with the Purchaser's prior written consent, Supplier will not divulge to any party who is not a party to this agreement any Confidential Information received from Purchaser; (b) Supplier will use the Confidential Information only for the purposes specified in the Order and not to compete with Purchaser or otherwise commercially exploit the Confidential Information; (c) Supplier will take all precautions necessary or helpful to be sure that any information received from the other party to the Order will be kept confidential and not divulged to any third party; and (d) that the Confidential Information shall remain the sole and exclusive property of the Purchaser. Products built on the basis of the Confidential Information (such as based on drawings, models, tooling or the like) may neither be used by the Supplier nor offered to third parties.

10.3. The foregoing restrictions as to the disclosure and use of Confidential Information shall not apply to: (a) any information which is now part of the public domain or which hereafter becomes part of the public domain through no fault of the Supplier; (b) to any information which was in the Supplier's possession at the time of receipt from the Purchaser; (c) to any information which subsequently comes into the Supplier's possession and was not acquired by the Supplier directly or indirectly from (i) the Purchaser; (ii) services under obligation of secrecy to the Purchaser; or (iii) services which require the Supplier to hold it in confidence; (d) to any information which is independently developed by an employee or agent of the Supplier without knowledge of the Purchaser's Confidential Information as may be proved by prior written record; or (e) to any disclosure of Confidential Information made in response to a valid order of a court or other governmental body provided, however that before making such disclosure pursuant to such order, Supplier shall have given written notice to the Purchaser, shall have made a reasonable effort to obtain a protective order requiring that Confidential Information so disclosed be used only for the purpose for which the order was issued.

10.4. Purchaser's Confidential Information may be disseminated by the Supplier only within its own organization and only to the extent required to accomplish the purposes of the Order. The Supplier shall require each of its suppliers, employees and representatives having access to the Confidential Information to treat that information as confidential and shall use its best efforts to assure compliance with the terms of this agreement.

10.5. Supplier agrees to make only such additional copies of the Confidential Information as are reasonably required to accomplish the purposes of the Order and to keep such confidential and all copies thereof secured and unavailable to anyone not authorized to view them. Supplier further agrees to return to Purchaser or destroy (as directed by the Purchaser) all copies of the Purchaser's Confidential Information upon termination of the Order or immediately upon request of the Purchaser made at any time.

10.6. Supplier recognizes that irreparable injury will result to Purchaser in the event of a breach of the covenants contained herein on the part of the Supplier and agrees that in the event of breach or threat of such breach, the Purchaser shall be entitled to, in addition to all other remedies and damages available, an injunction to restrain the violations thereof by the Supplier and all persons acting for, and or with the Supplier including attorney's fees and court costs.

10.7. Supplier shall not, without first obtaining the written consent of Purchaser, in any manner: (a) advertise or publish the fact that Supplier has contracted to furnish Purchaser the Products covered by this Order; (b) use any trademarks or trade names of Purchaser in Supplier's advertising or promotional materials; or (c) use Purchaser's or its customer's information in any form of electronic communication such as web sites (internal or external), blogs, or other types of postings.

## 11. Term and Termination.

11.1. The Order shall be effective on the date specified in the Order.

11.2 Notwithstanding anything contained herein to the contrary, Purchaser may terminate the Order for convenience upon fifteen (15) days advance written notice to Supplier, without any liability to Supplier whatsoever.

11.3. Purchaser may immediately terminate the Order upon notice to Supplier and without any liability to Supplier whatsoever in the event of the happening of any of the following or any other similar or comparable event: (a) insolvency of Supplier; (b) filing of a voluntary petition in bankruptcy by Supplier; (c) filing of an involuntary petition in bankruptcy against Supplier; (d) appointment of a receiver or trustee for Supplier; or (e) execution of an assignment for the benefit of creditors of Supplier.

11.4. Upon Supplier's receipt of notice of termination by Purchaser in conformity with the terms of the Order, Supplier, unless otherwise directed in writing by Purchaser, shall: (a) terminate immediately all work under the Order; (b) transfer title and deliver to Purchaser all finish Products, work-in-process, and parts and materials for which valid Material Releases were issued prior to termination; (c) settle all claims by subcontractors approved by Purchaser hereunder, if any, for reasonable actual costs that are rendered unrecoverable by such termination; (d) take actions reasonably necessary to protect property in Supplier's possession in which Purchaser has an interest; and (e) upon Purchaser's request, cooperate with Purchaser in effecting the resourcing of the Products to a different supplier designated by Purchaser.

11.5. Upon termination by Purchaser, Purchaser shall pay to Supplier only the following amounts without duplication: (a) the Purchase Order price for all finished Products for which valid Material Releases have been issued by Purchaser and which conform to the requirements of the Order and which have not been previously paid for by Purchaser; and (b) Supplier's reasonable actual cost of the work-in-process and parts and materials transferred to Purchaser in accordance with subsection 11.4 for which valid Material Releases were issued prior to termination. Purchaser shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for any other alleged losses or costs, whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges resulting from termination of the Order or otherwise. Notwithstanding anything herein to the contrary, Purchaser's obligation to Supplier upon termination under this Section shall not exceed the obligation Purchaser would have had to Supplier in the absence of termination.

11.6. Within twenty (20) days after the effective date of termination under this Section 11, Supplier shall furnish to Purchaser its termination claim, together with all supporting data, which shall consist exclusively of the items of Purchaser's obligation to Supplier that are listed in subsection 11.5 above. Purchaser may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim.

## 12. Bailed Property; Tooling.

12.1. All supplies, materials, molds, machinery, equipment, patterns, tools, dies, jigs, fixtures, gauges, blueprints, designs, specifications, drawings, photographic negatives and positives, art work, copy layout, consigned material for production or repair and other items furnished by Purchaser either directly or indirectly, to Supplier to perform the Order, or for which Supplier has been reimbursed by Purchaser (collectively, "Bailed Property"), shall be and remain the property of either the Purchaser or the Original Equipment Manufacturer customer and be held by Supplier solely on a bailment basis. Supplier shall bear the risk of loss of and damage to the Bailed Property and Supplier at its own expense shall keep such Bailed Property insured for the benefit of Purchaser. The Bailed Property shall at all times be properly housed and maintained by Supplier; shall not be used by Supplier for any purpose other than production of Purchaser's items; shall be conspicuously marked by the Supplier to identify it as the property of the Purchaser and indicate the Purchaser's name; shall not be commingled with the property of Supplier or with that of a third party and shall not be moved from Supplier's premises without Purchaser's prior written approval. Supplier, at its expense, shall maintain, repair and refurbish Bailed Property in first class condition. All replacement parts, additions, improvements and accessories for such Bailed Property shall automatically become Purchaser's property upon their incorporation into or attachment to the Bailed Property.

12.2. Upon Supplier's receipt of notice of termination by Purchaser in conformity with the Terms of the Order, Supplier agrees that Purchaser has the right, at any time, with or without reason and without payment of any kind to retake possession of or request return of any or all Bailed Property. Upon the request of Purchaser, the Bailed Property shall be immediately released to Purchaser or delivered to Purchaser by Supplier, either: (a) F.O.B. Supplier's plant, properly packaged and marked in accordance with the requirements of the carrier selected by Purchaser to transport such property, or (b) to any location designated by Purchaser, in which event Supplier shall pay the cost of delivering such Bailed Property to such location. Purchaser shall have the right to enter onto Supplier's premises at all reasonable times to inspect the Bailed Property and Supplier's records with respect thereto. When permitted by law, Supplier waives any lien or other rights that Supplier might otherwise have on any of the Bailed Property for work performed on such property or otherwise.

12.3. Supplier acknowledges and agrees that: (a) Supplier has inspected Bailed Property and is satisfied that the Bailed Property is suitable and fit for its purposes, and (b) PURCHASER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Purchaser will not be liable to Supplier for any



loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Bailed Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitations any damages or loss of anticipatory, profits or any other indirect, special or consequential damages.

### 13. Supplier's Property.

13.1 All tooling, fixtures, and other items that are not Bailed Property, not owned by Purchaser, not owned by an Original Equipment Manufacturer, and that are necessary for the production, are defined as "Supplier's Property."

13.2 Supplier, at its expense, will furnish, keep in good working condition capable of producing Products meeting all applicable specifications, and replace when necessary, all Supplier's Property. Supplier will insure Supplier's Property with full fire and extended coverage insurance for its replacement value, If Supplier uses Supplier's Property to produce goods or services similar to Products for other customers, including aftermarket customers, such goods or services will not incorporate any of Purchaser's or Purchaser's customer's logos, trademarks, trade names or part numbers. Supplier will not disclose or imply in its marketing efforts that such goods or services are equivalent to those purchased by Purchaser. Supplier grants to Purchaser an irrevocable option to take possession of and title to Supplier's Property that is special for the production of Products under the Order upon payment to Supplier of its net book value less any amounts that Purchaser has previously paid to Supplier for the cost of such items.

### 14. Inspection.

Purchaser shall have the right to enter Supplier's facility at reasonable times to inspect the facility, goods, books, materials and any property of Purchaser covered by any Order. Purchaser's inspection of the goods whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

### 15. Warranties.

15.1 In addition to any other express and/or implied warranties provided by law or otherwise, Supplier warrants to Purchaser, Purchaser's customer(s) and their respective successors and assigns that each Product shall: (a) be new and conform to this Order in all respects; (b) conform to all specifications, drawings, samples, brochures, materials, and other descriptions furnished by Purchaser or Supplier or otherwise part of the Order; (c) be free from all defects; (d) be of good material and workmanship; (e) will be merchantable; (f) be are fit and sufficient for the particular purposes intended by Purchaser and any customer of Purchaser; and (g) conform to all applicable federal, state, and local laws in countries where the Products (or goods into which the Products are incorporated) are to be sold. Supplier also warrants that for all services, Supplier's work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Purchaser and otherwise consistent with industry standards. Supplier also warrants that title to all of the Products shall be vested in Purchaser free and clear

of any and all liens and encumbrances of whatsoever nature and kind.

15.2 All warranties of Supplier extend to future performance of the Products and are not modified, waived or discharged by delivery, inspection, tests, acceptance and payment or by Purchaser's approval of any design, drawing, material, process or specifications will not relieve Supplier of these warranties. Supplier waives any right to notice of breach. Supplier further agrees to extend a warranty to all customers and, where required by Purchaser or customer, a warranty to all Original Equipment Manufacturers pursuant to the Consumer-Centric Warranty Guidelines as outlined in CQI-14 of the Automotive Industry Action Group and International Automotive Taskforce.

15.3 The warranty period shall be the longer of: (a) the warranty period provided by applicable law; (b) the warranty period offered by Purchaser to Purchaser's customer; or (c) the warranty period offered by Purchaser or Purchaser's customer to end-users for the products into which the Products are incorporated; provided, however, in the case of any recall or other customer satisfaction or corrective service action undertaken by Purchaser or its customers, the warranty shall not be limited.

15.4 Supplier shall immediately notify Purchaser in writing when it becomes aware of any ingredient, component, design or defect in the Products.

15.5 In the event of any recall, corrective service action, or other voluntary or involuntary action in which Purchaser or any customer of Purchaser participates in connection with inclusion of Products in goods sold by Purchaser, in addition to the obligations of section 19 of these Terms and Conditions, that Supplier shall be solely responsible for all costs, losses, reimbursements, replacements, fees, claims, expenses, and damages incurred as a result of the recall, corrective service action, or other voluntary or involuntary action, including, without limitation, replacement of the Products, and Supplier shall otherwise assume the role of Purchaser with respect to all aspects of the recall, corrective service action, or other voluntary or involuntary action.

## 16. Nonconforming Products, Guaranties and Quality.

16.1 Incoming Products from Supplier are subject to Purchaser's inspection. Purchaser's payment of Supplier for any Products shall not constitute acceptance of such Products as conforming to the requirements of the Order. If defective or non-conforming Products are shipped to and rejected by Purchaser, the quantities under the Order will be reduced unless Purchaser otherwise notifies Supplier, and Supplier will not replace reduced quantities without a new Material Release from Purchaser. Following rejection, Supplier shall, without prejudice to any other right or remedy of Purchaser, at Purchaser's sole discretion and at Supplier's sole expense: (a) accept return of the Products to Supplier at full invoice price, plus transportation charges; or (b) replace the Products with conforming Products.

16.2 The Supplier shall be liable for all direct, incidental and consequential damages, losses, costs, and expenses incurred by the Purchaser resulting from Supplier's failure to deliver conforming and non-defective Products or to comply with the shipping and delivery or other

requirements of the Purchaser, even if the Supplier has cured the failure. This includes but is not limited to compensating Purchaser for: (a) any amounts charged by Purchaser's customer(s) to Purchaser; (b) all costs of containment, sorting, repair, replacement, cure, cover, or any other costs incurred by Purchaser, determined in such manner and in such amount as reasonably determined by Purchaser; and (c) all costs of any recall campaign, corrective service action, or other voluntary or involuntary action in which Purchaser or any customer participates in connection with inclusion of Products in goods sold by Purchaser.

16.3 Promptly upon learning of defective or non-conforming Products, Supplier will develop, document and implement corrective actions in accordance with all applicable quality control policies and standards of Purchaser and its customers.

16.4 Supplier shall continuously verify the quality of the Products. Supplier shall notify Purchaser in written form about any possible improvement to the goods.

16.5 Supplier will conform to all quality control and other standards and inspection systems as established or directed by Purchaser and Purchaser's customer for goods and services. These programs and standards may be obtained by contacting Purchaser's assigned purchasing representative. If there is conflict between any part of the above programs or standards and an express provision of these Terms, these Terms will control.

16.6 To the extent any of the standards, policies or systems cited above are amended, supplemented or replaced, Supplier's obligations under this Order shall be automatically amended.

## 17. Changes.

17.1 Purchaser reserves the right to change the Products, including the design, specifications, engineering level, materials, packaging, shipping date, or time or place of delivery. Supplier will promptly make any such change.

17.2 Supplier will not make any change to the Products except at Purchaser's written instruction or with Purchaser's written approval. If Supplier learns of a possible change to the Products that may reduce costs, improve quality, or otherwise be beneficial to Purchaser, Supplier shall inform Purchaser of the possible change.

17.3 Supplier will promptly notify Purchaser in writing if a change directed or approved by Purchaser will affect cost or timing and provide substantiation of its claim. If the Purchaser determines that an adjustment is appropriate, Purchaser and Supplier will negotiate in good faith an equitable price adjustment (up or down), a change in shipping or delivery terms, or other appropriate adjustment. If Purchaser determines that no adjustment is appropriate, it will so advise Supplier.

## 18. Services and Replacement Parts.

Supplier shall sell to Purchaser all Products necessary for Purchaser to fulfill its current model

service and replacement parts requirements at the price(s) set forth in this Order. If the Products are systems or modules, Supplier shall sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the fifteen (15) year period after Purchaser completes current model purchases, Supplier will sell Products to Purchaser to fulfill Purchaser's past model service and replacement parts requirements. Unless otherwise agreed to by Purchaser, the price(s) during the first five (5) years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Purchaser, Supplier shall make service literature and other materials available at no additional charge to support Purchaser's service part sales activities.

## 19. Indemnification.

19.1 Supplier agrees to indemnify, defend and hold harmless the Purchaser, its affiliates, customers (both direct and indirect, including manufacturers of goods in which Products are incorporated), dealers and end-users of the products sold by Purchaser (or the products in which they are incorporated) and all of their respective agents, successors and assigns, and each of their shareholders, directors, officers, employers and agents, on demand, (collectively "Indemnified Parties") from and against any and all costs, fees, penalties, damages (consequential and otherwise), attorneys' fees and all other liabilities and obligations whatsoever ("Losses"), arising out of any third party claim which, in whole or in part, arises from or relates to any actual or alleged: (a) defect or non-conformity in the Products; (b) noncompliance by Supplier with any of its representations, warranties or obligations under the Order; (c) negligence or fault of the Supplier in connection with the design or manufacture of the Products; (d) any spill, discharge or emission of hazardous wastes or substances which relates to, in whole or in part to the Products; (e) any recall, corrective service action, or other voluntary or involuntary action in which Purchaser or any customer participates in connection with inclusion of Products in goods sold by Purchaser; (f) infringement (including claims of direct or contributory infringement or inducement to infringe) of any Intellectual Property Right relating to Products provided by Supplier, even if they are made to Purchaser's specifications; (g) damages to the property of or personal injuries to Purchaser, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with Supplier's work on the premises or Supplier's use of Purchaser's or Purchaser's customer's property; and/or (h) challenge to the Purchaser's sole right, title and interest in the Tooling (as defined below), or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions.

19.2 If Supplier is obligated to indemnify under this section, then Purchaser may at its option participate in the defense of any third party claim with its own counsel, at Supplier's expense.

19.3 To the maximum extent permitted by applicable law, Supplier's obligation under this Section will apply even as to Losses caused in whole or in part by an Indemnified Party's negligence. Supplier's obligation to defend and indemnify under this Section will also apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages.

## 20. Insurance.

Supplier agrees to furnish to Purchaser promptly upon request a certificate from its insurance brokers or agent showing that it carries adequate Workers' Compensation, and Comprehensive General Liability insurance coverage, including Contractual Liability insurance applicable to this Order and in amounts acceptable to Purchaser in its sole and absolute discretion. The certificate must show the amount of coverage, policy number, and date of expiration and must require the broker or agent to give Purchaser thirty (30) days prior written notice of any lapse or cancellation of any policy. Purchaser shall also be shown as an Additional Insured on the Comprehensive General Liability policy reflected on the certificate of insurance if services are to be performed on Purchaser's premises. If Supplier is self-insured for Workers Compensation coverage, it will, if requested by Purchaser, provide the applicable state certificate establishing such status to Purchaser. Supplier hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Purchaser's premises on account of any Products and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Purchaser.

## 21. Parts Identification.

All Products supplied pursuant to the Order which shall be construed as a completed part shall permanently bear the Purchaser's part number and name or code name, Supplier's name, and date of manufacture by Supplier.

## 22. Customs Drawback Documents.

Upon Purchaser's request, Supplier shall furnish promptly all documents required for customs drawback purposes, properly completed in accordance with government regulations applicable thereto. Unless otherwise stated herein, all customs drawback will be credited to the Purchaser.

## 23. Quality.

23.1 Seller shall comply with the quality assurance requirements of Purchaser, as it may be changed or updated from time to time by Purchaser in its sole discretion. Supplier shall conform to all quality control and other standards and inspection systems as established or directed by Purchaser and its customer for products and services similar to the Products. These include without limitation quality control policies, ISO 9001:2008 or ISO/TS 16949:2009 quality certification, OHSAS 18001 health and safety certification and ISO 14001 environmental certification including registration. It is expected that Seller shall comply with the aforementioned quality requirements and policies, ISO 9001:2008 or ISO/TS 16949:2009 quality certification, OHSAS 18001 health and safety certification and ISO 14001 environmental certification, and any subsequent or updated versions, policies, or published standards. Supplier shall also participate in Purchaser's and/or Purchaser's customer's supplier quality and development programs as directed by Purchaser. For Products used in motor vehicle manufacturing, Supplier agrees to meet the full requirements of industry Production Part Approval Processes ("PPAP") as specified by Purchaser and (as applicable) Purchaser's customer and agrees to present this information to Purchaser upon request, at the level requested. If any of

the standards, policies or systems cited above are amended, supplemented or replaced, Supplier shall comply with such changes.

23.2 Supplier is responsible for the performance and quality of all of its suppliers from which Supplier obtains products or services it uses to produce Products, including suppliers that Purchase and/or Purchaser's customer have directed, recommended, requested, suggested or otherwise identified to Supplier as a supplier from which Supplier should obtain supplies. Supplier shall maintain adequate development, validation, testing, launch and on-going supervision to assure that all Products sold to Purchaser conform to all specifications, standards, prints, samples and descriptions set forth in the Order, including as to performance, fit, form, function, PPAP processes and materials, if applicable, and appearance.

23.3 Purchaser reserves the right at any time to inspect, witness, review or otherwise audit Supplier's quality assurance and quality control procedures. Purchaser shall have access to all parts of Supplier's plant(s) engaged in the manufacturing or processing of Products in order to inspect, witness, review or otherwise audit the quality control processes being utilized at such plant(s). Supplier shall furnish to Purchaser the status of engineering, material procurement, production and shipping information upon request.

#### 24. Directed Sellers.

24.1 If Supplier is a supplier directed by Purchaser's customer: (a) Purchaser shall pay Supplier for the Products only following and to the extent of Purchaser's actual receipt of payment from the directing customer; (b) any lengthening of any payment terms by the directing customer shall automatically lengthen the payment terms to Supplier by like amount; (c) within three (3) business days of any change in price, specifications or other terms negotiated or proposed between Supplier and the directing customer, Supplier shall notify Purchaser in writing and shall immediately adjust its invoices to reflect any price reduction, provided however that no increase in price shall be binding on Purchaser without Purchaser's written consent and a commitment by the directing customer to pay Purchaser a proportionately increased price for Purchaser's products sold to the directing customer which incorporate the Products.

#### 25. Transition of Supply.

25.1 In connection with the expiration, cancellation or termination of the Order, in whole or in part, for any or no reason, or Purchaser's election to change to an alternate supplier of the Products (including a Purchaser-owned or -operated facility), Supplier shall, at Supplier's sole cost and expense, give Purchaser its full and prompt cooperation as set forth herein in transitioning from Supplier to Purchaser's new supplier the responsibility for providing and delivering Products to Purchaser.

#### 26. Force Majeure.

26.1 Subject to the provisions of subsection 26.2 below, neither Purchaser nor Supplier shall be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, including labor disputes of any kind, provided, however, that the

party claiming the excusable delay must provide notice within twenty-four (24) hours after the event causing the delay has occurred. During the period of excusable delay or failure to perform by Supplier, Purchaser at its option may purchase goods from other sources and reduce this order by such quantities without liability to Supplier.

## 27. Delay by Supplier.

27.1 If Supplier realizes that a delivery period or date cannot be met, Supplier will immediately notify Purchaser in writing of the reasons for the concern and the anticipated delay period. In addition to and not in limitation of Purchaser's other remedies, a late fee in the amount of 1% of the order value will apply for each day a delivery is late; provided, however, the total fee will not exceed 5%.

## 28. Customer Requirements.

28.1 As directed by Purchaser in writing, Supplier agrees to comply with the applicable terms of any agreements between Purchaser and its customer(s) to which Purchaser provides the Products (as incorporated into products supplied to such customer(s)). Supplier shall meet all disclosed customer terms or requirements applicable to the extent within Supplier's control. By written notice to Supplier, Purchaser may elect to have the provisions of this Section prevail over any conflicting term of the Order.

28.2 In the event that Purchaser's customer files or has filed against it a petition in bankruptcy or insolvency and, in the course of such proceeding, Purchaser permits a reduction in the price(s) paid to Purchaser for products incorporating the Products, the price paid to Supplier for the Products from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Purchaser by its customer, and the Order will otherwise remain in effect without modification.

28.3 If Purchaser's customer directed, recommended, requested, suggested or otherwise identified Supplier as the source from whom Purchaser is to obtain the Products: (a) Purchaser will pay Supplier for the Products only following and to the extent of Purchaser's actual receipt of payment from that customer for those goods in which the specific Products are incorporated, and any lengthening of that customer's payment terms to Purchaser will automatically lengthen the payment terms as between Purchaser and Supplier by an identical amount of time; (b) within three business days of any change in price, specifications or other terms negotiated or proposed between Supplier and the customer, Supplier will notify Purchaser in writing and will immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Purchaser without Purchaser's specific written consent.

## 29. Limitation of Purchaser's Liability.

Purchaser's sole liability under the Order (including its termination, expiration or cancellation is to pay for the Products in accordance with Section 6 hereof and to pay the specific termination related amounts described in Section 11.5. In no event shall Purchaser be liable for anticipated

profits, interest, or penalties or incidental, consequential, punitive, multiple, or exemplary damages or liabilities in connection with this Order, whether for breach of contract, late payment, property damage, personal injury, illness, death or otherwise.

### 30. Amendments.

Except as otherwise provided herein, these Terms and the terms of the Order may not be modified or amended other than in writing signed by a duly authorized representative of Purchaser.

### 31. Remedies

31.1 The rights and remedies reserved to Purchaser in the Order will be cumulative with and in addition to all other legal and equitable remedies.

31.2 In any action brought by Purchaser to enforce Supplier's obligations in connection with the production or delivery of Products or transition support, or for possession of property, the parties agree that Purchaser does not have an adequate remedy at law and Purchaser is entitled to an immediate order for specific performance of Supplier's obligations.

31.3 Purchaser shall recover actual and reasonable attorney's fees (including the cost of in-house counsel) in any action arising out of this Order, unless Supplier is the prevailing party.

### 32. Waiver

No failure or delay by any party in exercising the right, power or privilege hereunder will operate as a waiver of any right, power or privilege hereunder. No waiver of any default or any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power or privilege will preclude the further or full exercise thereof.

### 33. Assignment

All terms and provisions of this agreement will be binding upon and will inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives. Supplier may not assign, delegate or transfer to third parties its rights or obligations hereunder without the prior written consent of the Purchaser.

### 34. Governing Law; Venue

This agreement will be governed by and will be construed, interpreted and enforced in accordance with the laws of the State of Michigan, without reference to principles of conflicts of law. All disputes arising out of or relating to this agreement or breach or default thereof will be determined solely by a state or federal trial court in the County of Wayne.

### 35. Conflict Minerals

Supplier agrees to be responsible for conforming with all applicable Conflict Minerals Policies



of Original Equipment Manufacturers. The purpose of this Conflict Materials policy is to promote socially responsible sourcing by making reasonable efforts to trace the sources of Conflict Minerals contained in the Products in order to: (i) avoid knowingly using Conflict Minerals from sources that support inhumane treatment, including human trafficking, slavery, forced labor, child labor, torture, and war crimes in known regions of conflict in the vicinity of the Democratic Region of the Congo and surrounding countries (“Covered Countries”); and (ii) facilitate compliance with applicable laws mandating disclosure of the sources of Conflict Minerals contained in the Products. Supplier is required to make reasonable efforts (a) to know and to require and to disclose to Purchaser, the sources of Conflict Minerals used in the Products, and (b) to eliminate procurement, as soon as commercially practicable, of products containing Conflict Minerals obtained from sources that fund or support inhumane treatment in Covered Countries. Supplier is required to assist the Purchaser to comply with the disclosure requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and the rules of the U.S. Securities and Exchange Commission promulgated pursuant to that law, as well as any related laws and rules.

### 36. Entire Agreement

The terms herein, including any supplemental terms referenced in the Purchase Order, release or as may be attached hereto contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

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