

**General Terms & Conditions
Rev 02 dated 27-May-2015**

RALCO INDUSTRIES, INC.

1. Agreement

The contract between Ralco Industries, Inc. ("Buyer") and Seller with regard to the goods and/or services (the "Supplies") identified in Buyer's purchase orders shall consist of these General Terms and Conditions, any Purchase Order issued by Buyer, any Supplier Agreement entered into between Buyer and Seller, any releases issued by Buyer, and any other instructions given by Buyer to Seller (the "Agreement"). Unless otherwise stated in a Purchase Order or a Supplier Agreement, the term of the Agreement shall be for the length of the applicable Original Equipment Manufacturer ("OEM") vehicle program production life at the Buyer, unless the Agreement is terminated earlier in accordance with these General Terms and Conditions. Unless specifically waived in writing by an authorized representative of Buyer, Seller's obligations with respect to service and replacement parts will survive termination or expiration of the Agreement as set forth below.

2. Pricing

The price for the Supplies covered by the Agreement shall be agreed to at the time of the issuance of a purchase order by Buyer, and shall be set forth in the Purchase Order, a Supplier Agreement, or similar document. The price of Supplies stated on a Purchase Order is complete and includes storage, handling, packaging and all other expenses and charges of Seller, and no surcharges, premiums or other additional charges of any type shall be added without Buyer's express written consent. No adjustment will be made for increases in Seller's costs, including increases in the cost of labor, materials, overhead or exchange rates, unless specifically allowed or stated in the Purchase Order.

3. Quantity and Delivery

Pursuant to the Agreement, Seller shall supply 100% of Buyer's requirements for Supplies, unless a specific quantity, other than a Projection as defined in Section 4 of this document, is stated in a purchase order issued by Buyer, in which case the quantity term in the purchase order shall control. This Paragraph shall apply to all of Buyer's purchase orders—including "blanket" purchase orders—irrespective of their labeling or title.

Time is of the essence with regard to the Supplies. Seller agrees to 100% on-time delivery of the quantities and at the time specified by Buyer, as stated in the Agreement and related material releases. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's purchase orders, releases, or delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by the Agreement. Seller will immediately communicate any risk to shipping schedule to Buyer. The release schedule will be managed by Material Management at Buyer's receiving

facility. Delivery terms for Supplies are FOB Seller's dock, unless otherwise specified on the Purchase Order. Failure to utilize approved carriers may result in Buyer charging back to Seller the difference in actual shipping costs plus any associated administrative costs. Seller shall be responsible for any additional freight costs incurred due to Seller changing FOB locations. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. To assure the timely delivery of Supplies, Seller will, upon written request from Buyer, manufacture Supplies in excess of Buyer's current orders to serve as a reserve for shipment, at such inventory reserve level as may be set by Buyer from time to time, to meet Buyer's requirements and to meet any unforeseen delays due to any reason whatsoever. Until such reserve Supplies are purchased by Buyer from Seller, they shall remain the property of Seller, and shall be held by Seller at its sole risk and expense.

4. Volume and Duration Projections

From time to time and in connection with quotations, requisitions and purchase orders, Buyer may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Supplies and/or the term of a program ("Projections"). Projections, unlike a release for a firm quantity, are not binding on Buyer. Seller acknowledges that Projections, like any other forward-looking estimates, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or at any later time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any Projections or other estimate, forecast or projection provided to Seller, including as to its accuracy or completeness. Seller accepts that Projections may not be accurate and that actual volume or duration could be less than or greater than the Projections. Seller expressly accepts this risk and possible reward.

5. Acceptance

Seller accepts the Agreement, including these General Terms and Conditions, and forms a contract by doing any of the following: (a) commencing any work under the Agreement; (b) accepting the Agreement in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Agreement. Any acceptance of the Agreement is limited to acceptance of the express terms contained herein, in Buyer's Purchase Orders, and/or in any Supplier Agreement between the parties. Any proposal for additional or different terms or any attempt by Seller to vary in any way any of the terms of the Agreement, whether in Seller's quotation form, acknowledgement form, invoice or otherwise, shall be deemed material and is hereby objected to and rejected, but such proposal or attempted variance shall not operate as a rejection of the Agreement if Seller accepts Buyer's offer by commencement of work, shipment or performance, or by other means, in which case the Agreement shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. In the event any Seller quotation or proposal is determined to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer in the Agreement, Buyer's purchase order, Supplier Agreement, or other similar Buyer-issued document. If the Agreement is deemed to be an acceptance of a prior offer by Seller, such acceptance shall be limited to the express

terms contained herein, in Buyer's Purchase Orders, and/or in any Supplier Agreement between the parties. Any proposal for additional or different terms in such prior offer by Seller shall be deemed material and is hereby objected to and rejected. Buyer may cancel the Agreement at any time prior to Buyer's actual knowledge of acceptance by Seller.

6. Set-off

In addition to any right of set-off provided by law, all amounts due or to become due to Seller from Buyer shall be considered net of indebtedness or obligation of Seller or any agents, subsidiaries or affiliates to Buyer or any agents, subsidiaries or affiliates, and Buyer may deduct or set off any such indebtedness from any amounts due or to become due to Seller from Buyer, regardless of whether such indebtedness and amounts would be considered, in law, to be mutual. An affiliate means any other company that controls, is controlled by, or is under common control with such party. The term control means the ownership, direct or indirect, of twenty percent (20%) or more of the capital or equity of a company, or the ability, by voting securities contract or otherwise, to elect a majority of the Board of Directors or other governing body of such company.

7. Payment Term

Payment will be made in accordance with the terms stated on Buyer's Purchase Orders. All invoices shall be sent to Buyer's commercial office in Auburn Hills, Michigan, as indicated on the Purchase Order. All currency is United States dollars ("USD") unless otherwise specified in the Purchase Order. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the Supplies or services under this Agreement.

8. Changes

Buyer reserves the right at any time, by written notice to Seller, to make changes, or to require Seller to make changes, to drawings, specifications, sub-suppliers, samples or descriptions of Supplies. Buyer also reserves the right to otherwise change the scope of the work covered by the Agreement, including work with respect to such matters as inspection, testing or quality control. Buyer may also direct the supply of raw materials from itself or from third parties. Seller will promptly make any such requested change. In order for Seller to request a reasonable difference in price or time for performance as a result of such a change, Seller must notify Buyer of its request in writing within ten (10) days after receiving notice of the change. Buyer can request additional documentation from Seller relating to any change in specifications, price or time for performance. After receiving all requested documentation, Buyer may, in its sole discretion, equitably adjust the price or time for performance. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, Buyer's requested change will not affect the price or time for performance.

Seller will not make any change relating to Supplies—including, without limitation, in the Supplies' contents, design, specifications, processing, packing, marking, shipping, price or date or place of delivery—except at Buyer's written instruction or with Buyer's written approval. Such prohibited changes include, without limitation, changing: (a) any third party supplier to Seller of the service, raw materials or goods used by Seller in connection with its performance under the

Agreement; (b) any facility from which Seller and/or any such third party supplier operates and that relates in any way to the Supplies, or to services, raw materials or goods used by Seller in connection with performance under the Agreement; (c) the price of any Supplies covered by the Agreement; (d) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with the Agreement; (e) the fit, form, function, appearance or performance of any Supplies covered by the Agreement; or (f) the production method, or any process or software, or any production equipment used in the production or provision of, or as part of, any Supplies under the Agreement. Any changes by Seller to any order or to the supplies covered by the Agreement without the prior written approval of an authorized representative of Buyer shall constitute a breach of the Agreement.

9. Supplier Quality and Inspection

Seller agrees to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including QS-9000 / TS16949 and ISO 14000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by the Agreement. Buyer's inspection of Supplies whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Supplies.

All Supplies shall be manufactured and supplied in compliance with applicable requirements, part prints, specifications, standards, pricing requirements, cost reductions, audit provisions, and any other term of Buyer's Customer or Customer program. All part prints and part specifications are provided separately. It is Seller's responsibility to ensure that the latest release levels of all part specifications and part prints are in its possession. Copies may be obtained from Buyer's Engineering Department. Elements identified as critical elements must be identified on the part control plan and Statistical Process Control ("SPC") must be applied on an ongoing basis to each in order to show process capability. Buyer's process capability requirements (Cpk) are as follows: Long Term Cpk \geq 1.67.

Deviations from the part print and/or specifications require written approval from Buyer prior to shipment. Any shipment of Supplies containing approved deviations must be clearly identified per Buyer's procedure and/or per Buyer's receiving facility quality personnel. If any quality issue is identified by Buyer and/or Buyer's customer, Seller shall respond within twenty-four (24) hours, including, when necessary, qualified on-site Seller representation. Seller is required to respond to any returned goods authorization request by Buyer within twenty-four (24) hours, or the Supplies may be returned at Seller's expense.

Seller must follow Buyer's PPAP procedure and obtain prior written approval from Buyer for any process or design change. PSW (Parts Shipment Warrant) form is to be at the 4th Edition level. Annual validation from the Seller is required at no cost to Buyer. Seller is required to be ISO 9000 certified. If Seller does not have ISO 9001:2000 certification, then a detailed plan to achieve certification, acceptable to Buyer, must be provided. Buyer and its customers expect Seller to conduct business operations consistent with ISO 9000 and ISO 14000. Seller must be compliant with Material Management Organizational Guidelines to Buyer's specifications. International Material Data System information must be forwarded to Buyer within five (5) business days of the date of issuance of a purchase order. Seller must ensure that copies of all current

certifications are on file with Buyer. All quality and delivery issues must be addressed through the 8 Discipline ("8D") problem solving methodology as specified by Buyer.

10. Nonconforming Supplies

Seller acknowledges that Buyer will not perform incoming inspections of the Supplies, and waives any right to require Buyer to conduct such inspections. To the extent Buyer rejects Supplies as nonconforming, the quantities under the Agreement will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming Supplies will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instruction within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for any Customer charge backs, freight, storage and handling, sorting, or inspection or to dispose of the Supplies without liability to Seller. Payment for nonconforming Supplies shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

11. Force Majeure

Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that, it is caused by one or more of the following events or occurrences beyond the reasonable control of the party and without its fault or negligence: actions by any governmental authority (whether valid or invalid), act of God, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, or court injunction or order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than two (2) business days after). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the Supplies from other sources in quantities and at times requested by Buyer, and at the price set forth in the Agreement. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of Supplies to Buyer for a period of at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within ten (10) days, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately terminate the Agreement without liability.

Seller expressly acknowledges that changes in cost or availability of raw materials, components or services will not excuse performance by Seller under theories of force majeure or commercial impracticability, and Seller expressly assumes the risk of changes in cost or availability of raw materials, components or services for whatever reason.

12. Warranties

Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and Customers, and to users of Buyer's products, that all Supplies delivered or provided to Buyer

will: (a) be world-class, competitive Supplies in terms of price, quality, delivery and technology, and conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable laws, orders, regulations and standards in countries where Supplies or vehicles or other products incorporating Supplies are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act, United States motor vehicle safety standards and European Union Directive 2000/53/EC; (c) be merchantable and free of defects in design (to the extent designed by Seller or any of its subcontractors, agents or suppliers, even if the design has been approved by Buyer), materials and workmanship; (d) be selected, designed (to the extent designed by Seller or any of its subcontractors, agents or suppliers, even if the design has been approved by Buyer), manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the purposes intended by Buyer; and (e) be free of all liens, claims and encumbrances whatsoever. Seller further expressly warrants that, unless otherwise expressly stated in the Agreement, the Supplies are manufactured entirely with new materials, none of the Supplies is, in whole or in part, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair its fitness, usefulness or safety, and the Supplies are free from latent defects or conditions that would give rise to a defect regardless of whether the defect or condition was known or discoverable during the warranty period. These warranties are intended to provide Buyer with protection from any and all warranty claims brought against Buyer by Customers, including Customer-required warranties relating to the Supplies or any products into which such Supplies are incorporated. All such Customer-required warranties are incorporated herein by reference. The foregoing warranties are in addition to those available to Buyer by law.

The warranty period is the longest of: three years from the date Buyer accepts the Supplies; the warranty period provided by applicable law; or the warranty period offered by Buyer's Customer(s) to end-users for Supplies installed on or as part of vehicles, and provided further that, if Buyer or any Customer, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Supplies, or any parts, components or systems incorporating the Supplies, are installed to provide remedial action or to address a defect or condition that relates to motor vehicle safety or the failure of a vehicle to comply with any applicable law, safety standard or corrective service action ("Remedial Action"), the warranty shall continue for such period of time as may be dictated by Customer(s) or the federal, state, local or foreign government where the Supplies are used or provided, and Seller shall fully comply (among other matters) with the requirements under Section 6, above.

For all services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards. Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Supplies that is or may become harmful to persons or property. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties.

The following communications shall each constitute notice of a breach of warranty under the Agreement: (a) any communication specifying a defect, default, claim of defect or other problem or quality issue of the Supplies provided under the Agreement; (b) any communication to Seller claiming that the Supplies are in breach of any warranty or that Seller is in default under the Agreement; and (c) any termination notice from Buyer. Any such claim by Buyer of breach may

only be rescinded in writing by an authorized representative of Buyer.

To mitigate its damages, Buyer may fully defend any claim from any Customer that any Supplies supplied by Seller are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements because such Customer may attempt to hold Buyer responsible for problems caused in whole or in part by Seller. Seller and Buyer agree that this defense is in the interest of both Seller and Buyer. Seller waives the right to argue that the fact that Buyer took any such position in any way limits Buyer's right to assert a claim against Seller by Buyer for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

13. Insolvency

Buyer may immediately terminate the Agreement without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, without limitation, all attorneys' fees and other professional fees.

14. Termination for Breach or Nonperformance, Sale of Assets or Change in Control

Buyer reserves the right to terminate all or any part of the Agreement, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of the Agreement, including Seller's warranties; (b) fails to perform services or deliver Supplies as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of Supplies and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

In addition, Buyer may terminate immediately without liability to Seller, if Seller: (a) sells, or offers to sell, or leases a material portion of its assets; or (b) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, twenty percent (20%) or more of its stock or ownership interests or such amount that would effect a change in the control of Seller.

15. Termination for Convenience

In addition to any other rights of Buyer to terminate, Buyer may, at its option, immediately terminate all or any part of the Agreement, at any time and for any reason, by giving written notice to Seller. Notwithstanding Buyer's right to terminate for any reason, Seller additionally agrees that Buyer may terminate the Agreement in the event Buyer's Customer terminates or cancels the program for which Seller is supplying Supplies, or if Buyer's Customer terminates or cancels its supply arrangement with Buyer. Upon any termination under this Section, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all Supplies that have been completed in accordance with the Agreement and not previously paid for; and (b) the actual

costs of work-in-process and raw materials incurred by Seller in furnishing the Supplies under the Agreement to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Agreement less, however, the sum of the reasonable value or cost (whichever is higher) of any Supplies or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Supplies or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered Supplies that are in Seller's standard stock or that are readily marketable. Payments made under this Section shall not exceed the aggregate price payable by Buyer for finished Supplies that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for 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 from termination of the Agreement, or any other capital cost incurred by Seller. Within forty-five (45) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller. In the event Seller's claim arises from Buyer's Customer terminating or canceling a program or supply arrangement with Buyer, Buyer shall be liable to Seller for the above charges related to such cancellation or termination only to the extent Buyer is able to recover such charge from its Customer.

16. No Termination Right by Seller

Seller acknowledges that, because Buyer's commitments to its customers are made in reliance on Seller's commitments under the Agreement, Seller has no right to terminate the Agreement for convenience.

17. Transition of Supply

Upon the expiration or earlier termination of the Agreement for whatever reason, Seller agrees to take all actions necessary to ensure that there is no interruption in the supply of Supplies to Buyer. Among other things, Seller agrees to take such action as may be reasonably required by Buyer to accomplish the transition from Seller to an alternative seller, including, without limitation, the following: (a) Seller shall provide all notices necessary or desirable for Buyer to resource the Agreement to an alternative seller; (b) Seller shall provide a sufficient bank of Supplies to ensure that the transition to any alternative seller chosen by Buyer will proceed smoothly, as reasonably determined by Buyer. At the Buyer's request, the Seller shall assure proper storage for the bank of Supplies, and deliver Supplies per standard releases from the Buyer; (c) Seller shall provide to Buyer all tooling and any other property furnished by or belonging to Buyer or any of Buyer's Customers in as good a condition as when received by Seller, reasonable wear and tear excepted. Buyer and the alternative seller reserve the right to access and actively participate during the disconnect or disassemble process of any property

furnished to Seller by Buyer. The location, time and date of the exit shall be mutually agreeable between the Buyer and Seller; (d) Seller shall, at Buyer's option: (1) assign to Buyer any or all supply contracts or Agreements for raw material or components relating to the Agreement; (2) sell to Buyer, at Seller's cost, any perishable tooling and Supplies inventory relating to the Agreement; and/or (3) sell to Buyer any of Seller's property relating to the Agreement, at a price equal to the unamortized portion of the cost of such items less any amounts Buyer previously has paid to Seller for the cost of such items. Seller shall provide documentation supporting the original cost of any unamortized items; (e) Seller shall cooperate with Buyer and perform a reasonable tooling and property exit process as a standard course of conducting business. Among other things, Seller shall conform to the terms of Buyer's tool move process. Seller also agrees to provide all information requested or required by Buyer for the transition; and (f) the term "alternative seller" expressly includes, but is not limited to, a Buyer-owned facility.

18. Compliance with Laws

Seller, and any Supplies supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, including, without limitation, in relation to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, and laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. The Agreement incorporates by reference all clauses required by these laws. All materials used by Seller in the Supplies or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Seller shall indemnify and hold Buyer harmless from and against all liability claims, demands or expenses (including attorneys' fees or other professional fees) arising from or relating to Seller's non-compliance with any of the foregoing.

Compliance includes, but is not limited to, regulations under OSHA, EPA, DNR, DOA, ICE and other local and federal authorities.

19. Indemnification

To the fullest extent permitted by law: (a) Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of Supplies by Seller, its subcontractors, officers, agents or employees; (b) Buyer shall not be responsible for any injury to person (including death) or damage to property resulting from Seller's possession, use, misuse or failure of any property furnished to Seller by Buyer, and the use of any such property by Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage; and (c) Seller will defend, indemnify and hold harmless Buyer, Customers, and dealers and users of the products sold by Buyer (or the vehicles in which they are incorporated) and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including attorneys' fees and other professional fees, settlements and judgments) arising out of or resulting from any defective Supplies, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and

conditions of the Agreement – including, without limitation, the cost of recall campaigns, Customer field service actions or other corrective service actions that, in Buyer's or Customer's reasonable judgment, are required because of nonconformities in some or all of the Supplies provided by Seller hereunder, and including without limitation interim set-offs or charges (such as interim field service action cost recovery debits) by Customers attributable to Supplies but subject to adjustment based on a final determination of whether and to what extent the damages, losses, claims, liabilities and expenses were attributable to defects or other failures of Supplies or Seller to comply with its obligations under the Agreement. Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Agreement, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller.

20. Remedies

The rights and remedies reserved to Buyer in this Agreement shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any Supplies fail to conform to the warranties set forth in Paragraph 12, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse for any and all incidental and consequential damages caused by such nonconforming Supplies, including, but not limited to, costs, expenses and losses incurred by Buyer: (a) in inspecting, sorting, repairing or replacing such nonconforming Supplies; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions; and (d) relating in any way to claims for personal injury (including death) or property damage caused by such nonconforming Supplies. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge backs for nonconforming Supplies. Seller shall also be required to reimburse Buyer for any and all costs, including Customer charge backs, incurred by Buyer as a result of Seller's non-compliance with its obligations regarding quality and/or delivery.

Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the Agreement by Seller with respect to this delivery of Supplies to Buyer and that, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

Seller also acknowledges and agrees that shutting down a customer's plant creates issues for which money damages are not a sufficient remedy. While a plant shutdown may easily generate substantial costs, the damages to Buyer's relationship with Buyer's Customer through potential loss of business, and other damages that are equally difficult to calculate, are far worse. Because of these risks, in the event of a breach or threatened breach by Seller of any of the representations, warranties or covenants of Seller, Buyer may, without notice to Seller, resource the production of Supplies from Seller to another supplier or dual source any of the Supplies covered hereby (i.e., have another supplier produce or be prepared to produce Supplies being produced by Seller), to protect Buyer and its Customers. This process of moving business may take a considerable amount of time and Seller understands that, given the risks posed by the possible shutdown of Buyer's

Customers, Buyer is justified in initiating and transferring business without prior notice to Seller.

Seller understands that the resourcing of business during a program, while not desirable, is a part of the automotive business and is an acknowledged risk to Seller in the industry. Even the risk to Seller's financial or operational uncertainty is justified in light of the substantial risks to Buyer and Buyer's Customers, and Seller understands that any incidental or related activity by Buyer is understandable and reasonable, such that Buyer may move production without notice.

Notwithstanding anything to the contrary contained in any Agreement, Buyer does not release any claim against Seller that is based in whole or in part on any fraud or duress in connection with the Agreement or any breach or anticipatory breach of the Agreement or any other Agreement between Buyer and Seller (even if that Agreement relates to other products).

21. No Advertising

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Supplies covered by the Agreement, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

22. No Implied Waiver

The failure of either party at any time to require performance by the other party of any provision of the Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Agreement constitute waiver of any succeeding breach of the same or any other provision.

23. Non-Assignment

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under the Agreement without Buyer's prior written consent.

24. Relationship of Parties

Seller and Buyer are independent contracting parties and nothing in the Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of in the name of the other.

25. Governing Law and Jurisdiction

Any dispute arising under the Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of Michigan, without regard to its conflict of laws principles. The parties agree that all such disputes shall be subject to the exclusive jurisdiction of the state courts located in Oakland County, Michigan. Venue is exclusively proper in the state courts located in Oakland County, Michigan.

26. Severability

If any term of the Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement shall remain in full force and effect.

27. Battle of the Forms Not Applicable

The parties have agreed and it is their intent that the battle of the forms, Section 2-207 of the Uniform Commercial Code, shall not apply to the Agreement or to any invoice or acceptance form of Seller relating to the Agreement. It is the parties' intent that the Agreement shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Seller to Buyer and the Agreement, the Agreement shall control.

28. No Intended Third Party Beneficiary

The Parties hereto acknowledge and agree that the rights and interests of the Parties under this Agreement are intended to benefit solely the Parties to the Agreement, except as expressly set forth in this Agreement.

29. Notices

All notices, requests, and other communications that are required or may be given under the Agreement must be in writing, and will be deemed to have been given on the date of actual delivery. If delivered by hand or facsimile or e-mail, or the next business day if by overnight courier, or seven (7) business days after mailing, if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as set out in the Agreement or Purchase Order (which addresses may be changed, from time-to-time, by written notice). For purposes of calculating time under this Notice provision, legal holidays in the receiving country, Saturdays and Sundays shall not be included.

30. Entire Agreement

The Agreement, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in the Agreement, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Agreement and supersedes all prior oral or written representation and agreements. The Agreement may only be modified by an amendment issued by Buyer.

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