

ASF COMPONENTS LLC.

TERMS AND CONDITIONS OF PURCHASE

1. **Offer and Acceptance.** This order is an offer by ASF COMPONENTS LLC. (“Buyer”) to the party to whom this order is addressed (“Seller”) to enter into the agreement it describes, including, without limitation, to purchase the products (“Products”) and/or services (“Services”) identified in such agreement and it shall be the complete and exclusive statement of such agreement. Seller will be deemed to have accepted Buyer’s offer and this order in its entirety, without modification, upon the earliest of (a) Seller’s acceptance via a formal written acknowledgment to Buyer, (b) Seller’s delivery of any Products or performance of any Services that are the subject of this order or (c) any other conduct by Seller that recognizes the existence of this order, including, without limitation, preparation for or commencement of any of the work stated in this order. Acceptance is expressly limited to the terms of Buyer’s offer. Any additions or modifications proposed by Seller are expressly rejected by Buyer and are not part of the agreement in the absence of an agreement in writing signed by an authorized representative of Buyer. Upon acceptance by Seller, this order will become a binding contract between Buyer and Seller (the “Contract”).

2. **Customer Terms.** Seller acknowledges that Products and Services covered by this Contract may be sold, or incorporated into goods or services that will be sold, by Buyer to an original equipment manufacturer, whether directly or indirectly through an upper tier supplier, or any other third party customer (collectively, “Customer”). Accordingly, Seller shall take such steps, provide such disclosure, comply with such requirements and do all other things as Buyer deems necessary or desirable and within Seller’s control to enable Buyer to meet Buyer’s obligations under the terms and conditions of any contract or purchase order or other document (“Customer Terms”) that may be applicable to Buyer from time to time in respect of its direct or indirect supply of such goods or services to the Customer. While Buyer may, from time to time, provide Seller with information regarding the applicable Customer Terms, it is Seller’s responsibility to ascertain the Customer Terms that may affect Seller’s obligations under this Contract.

3. **Changes.** Buyer may from time to time by notice to Seller make changes to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or other requirements prescribed in the Contract. Any such changes shall be deemed not to affect the time for performance or cost under the Contract unless Seller notifies Buyer in writing within ten (10) days of receipt by Seller of notice of any change. If Seller so notifies Buyer timely and Buyer determines that an adjustment is appropriate, Buyer and Seller shall negotiate an equitable adjustment to the time for performance or cost after receipt by Buyer of such documentation as Buyer may require. If Buyer determines that no adjustment is appropriate, Buyer will so advise Seller in writing. Seller shall not make any change in the Contract without the prior written approval of Buyer, including, without limitation, any change to (a) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Contract, or (b) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with the Contract.

4. **Invoices.** All invoices and/or advance shipping notices for Products shipped pursuant to the Contract must reference the order number, amendment or release number, Buyer’s part number, Seller’s part number where applicable, quantity of pieces in shipment, number of cartons or containers, Seller’s name and number, and bill of lading number, before any payment will be made for such Products by Buyer. Buyer reserves the right to return all invoices or related documents submitted incorrectly, and payment terms will be determined as of the date of the latest correct invoice or advance shipping notice received by Buyer.

5. **Delivery Schedules.** Deliveries will be made in the quantities, on the dates, and at the times specified by Buyer in the Contract or any subsequent releases or instructions Buyer issued under the Contract. Time and quantity are of the essence with respect to all delivery schedules Buyer establishes. Buyer will not be required to pay for any Products that exceed the quantities specified in Buyer’s delivery schedules or to accept Products that are delivered in advance of the delivery date specified in Buyer’s delivery schedules. Seller bears the risk of loss of all Products delivered in advance of the delivery date specified in Buyer’s delivery schedules. If the requirements of Buyer’s Customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.

6. **Shipping.** All Products will be shipped in accordance with sound commercial practice and in accordance with any information furnished by Buyer to Seller. Seller will comply with Buyer’s packaging, labeling, shipping notification and freight requirements. Seller will not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the Contract. Seller shall bear all risk of loss for the Products until such Products are delivered and fully unloaded at Buyer’s designated location. Premium

shipping expenses and/or other related expenses necessary to meet Buyer's customary delivery schedules shall be the responsibility of Seller.

7. **Acceptance of Products.** Acceptance of Products by Buyer is subject to Buyer's inspection on their arrival on Buyer's premises, notwithstanding any prior payment. Products rejected by Buyer as not conforming to the Contract by reason of inferior quality, failure to meet specifications, late delivery or otherwise shall be returned to Seller with charges for transportation and labor being for the account of Seller. Products rejected by Buyer and returned to Seller shall not be replaced except upon express instructions given by Buyer. Buyer retains all remedies to which it is entitled by statute or under common law.

8. **Taxes.** Unless otherwise expressly stated in the Contract, all prices for Products and Services include all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges. Seller will separately invoice Buyer for any sales, value added, or similar turnover taxes or charges that Seller is required by law to collect from Buyer. Seller will provide Buyer with whatever information and documentation that is required under local law in order to enable Buyer to recover any sales, value added, or similar turnover taxes or charges. Invoices shall also be in the appropriate form as required by local law to permit deduction of payments for income tax purposes by Buyer.

9. **Payment.** Payment terms are as set forth in the Contract. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information required by Buyer after delivery of Products and performance of Services, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified.

10. **Volume Projections.** Seller acknowledges that any estimates, forecasts or projections of future anticipated volume or quantity requirements for Products or Services provided by Buyer are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such estimates, forecasts or projections provided to Seller, including with respect to the accuracy or completeness of any such estimates, forecasts or projections.

11. **Sourcing Limitations.** Unless the Contract expressly states that Seller shall produce one hundred percent (100%) of Buyer's requirements for Products, Buyer shall have the right to obtain a portion of such Products from another third-party source or from Buyer's internal sources.

12. **Service and Replacement Parts.** If requested by Buyer, Seller will sell to Buyer all goods necessary for Buyer to fulfill Buyer's and its Customers' service and replacement parts requirements at the production prices under the Contract plus the actual net cost differential for required unique packaging, shipping and handling.

13. **Compliance with Law; Disclosure Requirements.** Seller will comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and ordinances that may be applicable to Seller's performance of its obligations under this Contract, including, without limitation, laws regarding human rights and working conditions (i.e., freedom of association, health and safety, non-discrimination, fair working conditions, training and development and lay-off practices), the environment and business ethics and corruption (collectively, "Laws") and this Contract shall include and hereby incorporates by reference all of the clauses required by the provisions of such Laws. Seller agrees that, in its performance under the Contract, it is solely responsible for required compliance with the import and export laws and regulations of the United States of America, and those of any other jurisdiction or country that may be applicable. Seller shall furnish Buyer with certificates of compliance, where required under applicable Laws or when requested by Buyer. If requested by Buyer, Seller shall promptly furnish to Buyer in such form and details as Buyer may direct: (a) a list of all ingredients in the Products purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the Products purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing including appropriate labels on goods, containers and packing of any hazardous material which is an ingredient or a part of any of the Products, together with such handling instructions as may be necessary to advise carriers, Buyer and their respective employees as to how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Products, containers and packing shipped to Buyer. Whenever Seller becomes aware that any ingredient or component of the Products covered by this Contract are or may become harmful to persons or property or that the design or construction of the Products is defective in any manner, Seller shall immediately give notice thereof,

including all relevant information with respect thereto, to Buyer. Upon request, Seller shall furnish Buyer with such written verification as Buyer deems necessary to certify the origin of any ingredients or materials in the Products. Seller shall also promptly furnish to Buyer all documents and other information requested by Buyer so that Buyer may comply in a timely manner with all applicable laws and Customer requirements governing consumer protection, conflict minerals or similar materials or ingredients.

14. **Quality Management.** Seller will maintain an appropriate quality system that meets Buyer's and Buyer's Customers' quality specifications for Products and Services and, upon Buyer's request, shall furnish Buyer with copies of Seller's certification documents, including any amendments thereto. Seller shall have available at all times appropriate equipment and personnel to perform all required quality procedures and inspections with respect to the Products and Services and shall conduct timely internal audits of its quality system.

15. **Ownership of Proprietary Materials.** All works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, trademarks and other intellectual property created by Seller in connection with, or pursuant to, the Contract (collectively, "Proprietary Materials"), and all intellectual property rights in such Proprietary Materials, are owned by Buyer and not by Seller. Seller agrees that all such Proprietary Materials created by Seller are "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Seller owns any intellectual property rights in the Proprietary Materials, Seller hereby irrevocably assigns to Buyer all rights, title and interest, including copyrights and patent rights, in such Proprietary Materials. Seller shall ensure that all employees and authorized subcontractors to Seller shall have contracts with Seller in writing consistent with the terms of this Section.

16. **Warranties.** In addition to any warranties otherwise set forth in the Contract, Seller expressly warrants that all Products and Services will be free from any liens, encumbrances and rights of third parties, will conform to any specifications, drawings, samples or descriptions furnished to Seller by Buyer, all U.S. industry standards, and all laws, regulations and other governmental requirements in force in countries where Products or products equipped with such Products or Services are to be installed or sold, and will be merchantable, of good material and workmanship and free from defects. In addition, Seller acknowledges that Seller knows of Buyer's intended use for the Products and Services and expressly warrants that all Products and Services will be fit and sufficient for the particular purpose intended by Buyer, including, without limitation, the specified performance in the component, system, and/or subsystem specified by Buyer and the environment in which the Products are or reasonably may be expected to perform. The warranties under this Section shall be effective for the longer of (a) the period provided by applicable law, regulation or other governmental requirement, or (b) the warranty period provided by Buyer to its Customers; provided, however, in the case of any recall campaign or other customer satisfaction or corrective service action undertaken by Buyer or its Customers, the warranty will continue for such time period as may be dictated by Buyer's Customer or the federal, state, local or foreign government where the Products are used. Seller shall repair any defects during the applicable warranty period at Seller's cost and expense (including, without limitation, for all parts, labor and transportation costs) immediately after being notified of any such defect or defects by Buyer. **THE WARRANTIES AND REMEDIES CONTAINED IN THIS CONTRACT SUPPLEMENT THE WARRANTIES AND REMEDIES PROVIDED BY THE UNIFORM COMMERCIAL CODE AND SHALL NOT BE DISCLAIMED OR LIMITED IN ANY WAY.** All warranties contained in this Contract shall run, and all remedies shall be available to, Buyer and Buyer's affiliates, successors, subsidiaries, Customers and any other users of the Products or Services or products equipped with such Products or Services and all such warranties shall survive any delivery of Products or provision of Services, or inspection or acceptance of such Products or Services, or payment therefor, by Buyer.

17. **Insurance Requirement.** In addition to any specific insurance requirements as may be specified in the Contract, throughout the term of the Contract and the warranty period of any Products and/or Services, Seller shall obtain and maintain, at its sole expense, insurance coverage as required by applicable law or as reasonably requested by Buyer (including, without limitation, full public and employee liability, property damage, and workmen's compensation coverage) with such carriers, and in such amounts, as are reasonably acceptable to Buyer. Each policy of insurance shall name Buyer as an additional insured. Seller shall furnish to Buyer certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Seller and such certificates of insurance shall provide at least sixty (60) days' prior written notice to Buyer of cancellation or material alteration.

18. **Indemnification.** To the fullest extent permitted by applicable law, Seller hereby agrees to indemnify, defend and hold harmless Buyer, Buyer's affiliates, Buyer's Customers, and their respective successors, assigns, directors, officers, employees and agents, from and against any and all actions, claims, demands, judgments, recall campaigns or

other customer satisfaction or corrective service actions, losses, costs, liabilities, damages, expenses and/or fees (including reasonable attorneys' fees), penalties and/or citations of whatsoever kind, character or description ("Claims") that are incurred by or asserted against Buyer and that are related in any way to or arise in any way from: (a) Seller's actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, industrial design right, or other proprietary right, by reason of the manufacture, use or sale of the Products or provision of the Services, except for infringement arising solely out of compliance with specifications furnished by Buyer; (b) any defect or alleged defect in any Products or Services provided by Seller under the Contract; (c) any noncompliance or alleged noncompliance by Seller with its representations, warranties or obligations under the Contract; or (d) any negligence or fault or alleged negligence or fault of Seller in connection with the design or manufacture of Products or the provision of Services, in each case unless such Claims have been specifically determined by the trier of fact to be the result of the sole negligence of Buyer. Seller will defend any and all Claims which may be brought or threatened against Buyer for which those Claims are the responsibility of Seller and will pay on behalf of Buyer all expenses incurred by reason of such Claims including, but not limited to, court costs and actual attorneys' fees incurred in defending or investigating such Claims. The indemnification obligations of Seller under this Section are not in lieu of and shall not in any way impair or exclude Buyer's rights to be indemnified and held harmless by Seller under any other agreement, any statute, or the common law, and all such rights shall be cumulative.

19. **Confidentiality.** In connection with the performance of Seller's obligations under the Contract, Seller may have access to information that is considered confidential by Buyer. This information may include, but is not limited to technical know-how, technical specifications, protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information and compilations of data ("Confidential Information"). Seller shall use Buyer's Confidential Information only for the purposes of, and in performance of its obligations under, the Contract. Seller shall maintain the confidentiality of Buyer's Confidential Information in the same manner in which it protects its own confidential information of like kind, but in no event shall Seller take less than reasonable precautions to prevent the unauthorized disclosure or use of Buyer's Confidential Information. Seller is permitted to disclose Buyer's Confidential Information to its employees and authorized subcontractors on a need to know basis only, provided that such employees and authorized subcontractors have written confidentiality obligations to Seller no less stringent than the confidentiality obligations under this Section. Seller shall be responsible for any breach of this Contract by any person or entity to whom it has disclosed Buyer's Confidential Information. Upon termination of the Contract, Seller shall return Buyer's Confidential Information and shall not use Buyer's Confidential Information for its own, or any third party's, benefit. Seller's confidentiality obligations shall survive termination of the Contract for so long as the Confidential Information remains confidential. In order to assure that Buyer is able to obtain the full benefit of the restrictions set forth in this Section, Buyer shall be entitled to injunctive relief, including, but not limited to, emergency, preliminary, temporary and permanent injunctions, from any court of competent jurisdiction as may be necessary to enjoin any violation of the foregoing covenants, without the necessity of proving immediate irreparable harm or an inadequate remedy at law. No bond, indemnity or other security will be required to obtain such injunctive relief.

20. **Independent Contract.** Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

21. **Bailed Property.** All supplies, materials, molds, machinery, equipment, patterns, tools, dies, jigs, fixtures, blueprints, designs, specifications, drawings, photographic negatives and positives, art work, copy layout, consigned material for production or repair and other items furnished by Buyer, either directly or indirectly, to Seller or to any sub-supplier of Seller to perform this Contract, or for which Seller has been reimbursed by Buyer (collectively, "Bailed Property"), shall be and remain the property of Buyer and be held by Seller on a bailment-at-will basis. Seller shall bear the risk of loss of and damage to the Bailed Property and Seller at its own expense shall keep such property insured for the benefit of Buyer. The Bailed Property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this Contract; shall be deemed to be personally; shall be conspicuously marked by Seller to identify it as the property of Buyer and indicate Buyer's name; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Seller, at its expense, shall maintain, repair and refurbish the Bailed Property in first class condition. All replacement parts, additions, improvements and accessories for such Bailed Property automatically shall become Buyer's property upon their incorporation into or attachment to the Bailed Property. Seller agrees that Buyer has the right, at any time, with or without reason and without payment of any kind, to retake possession of or request the return of any or all

Bailed Property. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect the Bailed Property and Seller's records with respect thereto.

22. **Insolvency of Seller.** Upon written notice to Seller, Buyer may immediately terminate this Contract, without any liability to Seller, in the event of the happening of any of the following or any other comparable event: (a) the insolvency of Seller; (b) the filing of a voluntary petition in bankruptcy by Seller; (c) the filing of an involuntary petition in bankruptcy against Seller; (d) the appointment of a receiver or trustee for Seller; or (e) the execution of an assignment for the benefit of creditors of Seller.

23. **Termination for Breach.** Upon written notice to Seller, Buyer may immediately terminate all or any part of this Contract, without any liability to Seller, if Seller (a) repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties, (b) fails to perform or threatens not to perform Services or deliver Products in accordance with the provisions of this Contract; or (c) fails to assure timely and proper completion of Services or delivery of Products.

24. **Termination for Convenience.** In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, even if this Contract is, or is deemed to be, a requirements contract, at any time and for any reason, by notifying Seller in writing. Upon receipt of notice of termination pursuant to this Section, Seller, unless otherwise directed in writing by Buyer, shall terminate immediately all work under the Contract. Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work-in-process and finished goods inventory related to the Products under the Contract that are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all Products or Services that have been completed in accordance with this Contract as of the termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work in process and raw materials incurred by Seller in furnishing the Products or Services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract, less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Additionally, 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 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 Contract, or otherwise. Payments made under this Section will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination under this Section, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

25. **Transition Support:** Upon the expiration or earlier termination of all or any portion of this Contract for whatever reason, Seller agrees to promptly comply with all of its obligations under this Contract and to take such further action as may be reasonably required by Buyer, including, without limitation, provision, at Buyer's request, of a sufficient bank of Products in addition to the firm quantities specified in Buyer's outstanding delivery schedules, to ensure that the transition of supply from Seller to any alternate seller chosen by Buyer will proceed smoothly.

26. **Force Majeure.** Neither party shall be liable to the other party for any delay in a scheduled delivery or a failure in performance if, and only to the extent that, the party is unable to perform specifically due to an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as flood, war, embargo, riot, or the intervention of any government authority. Should Seller be delayed in the prosecution or completion of the work by the occurrence of one of the foregoing events or by damage caused by fire or other casualty for which Seller is not responsible, and in no way caused by, or resulting from, default or collusion on the part of Seller, then the time herein fixed for the completion of the work shall be extended the number of days that Seller has been thus delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to Buyer within forty-eight (48) hours of the onset of such delay. If Seller is unable to perform for any reason, Buyer may purchase Products and Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Before any of Seller's labor contracts expire

and as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of Products to Buyer, Seller will produce (and locate in an area that will not be affected by any such disruption) a finished inventory of Products in quantities sufficient to ensure the supply of Products to Buyer for at least thirty (30) days after such disruption commences. Within three (3) business days after written request by Buyer, Seller shall provide adequate assurances that Seller's non-performance will not exceed thirty (30) days. If Seller does not provide those assurances, or if Seller's non-performance exceeds thirty (30) days, Buyer may terminate this Contract without liability to Seller.

27. **Setoff.** In addition to any right of setoff or recoupment provided by law, all amounts due Seller or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Seller and its subsidiaries and affiliates to Buyer and its subsidiaries and affiliates, and Buyer and its subsidiaries and affiliates shall have the right to setoff against or to recoup from any amounts due or to become due to Seller and its subsidiaries and affiliates from Buyer and its subsidiaries and affiliates, however and whenever arising.

28. **Advertising.** During and after the term of this Contract, Seller will not advertise or otherwise disclose its relationship with Buyer or Buyer's Customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

29. **Inspection and Audit Rights.** Buyer shall have the right to inspect and audit Seller's books, records, operations and facilities, including Seller's quality system, to insure Seller's compliance with the terms of this Contract. Seller shall maintain all records necessary to support amounts charged to Buyer under this Contract. Buyer and its representatives may audit Seller's records of transactions to the extent needed to verify the quantities shipped and that the prices charged match the Contract prices. Seller shall provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such inspections and/or audits by Buyer. Notwithstanding the foregoing, no inspection or failure to inspect by Buyer shall alter Seller's obligations under this Contract.

30. **Remedies:** The rights and remedies reserved to Buyer in this Contract shall be cumulative and in addition to all other or further remedies provided at law or in equity. Without limiting the generality of the foregoing, Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of this Contract by Seller with respect to its delivery of Products or Services 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.

31. **Assignment.** Seller may not assign or delegate any of its rights or obligations under this Contract without prior written consent from Buyer. In addition, Buyer may terminate this Contract upon giving at least thirty (30) days written notice to Seller, without any liability to Seller, if Seller or a parent company of Seller (a) sells, or offers to sell, a material portion of its assets, or (b) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, or otherwise experiences a sale or exchange of a sufficient amount of its stock or other equity interests that effects a change in the control of Seller or such parent company of Seller, or (c) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a change in the control of Seller or such parent company of Seller. Buyer may assign its rights and obligations under this Contract at any time, without Seller's prior written consent.

32. **Subcontractors.** Seller shall not subcontract any of its duties under this Contract without prior written consent from Buyer. If Buyer consents to Seller's subcontracting of any of Seller's duties under the Contract, Seller will ensure that the subcontractor agrees to be bound by all of the terms and conditions of the Contract.

33. **Electronic Communication.** Seller will comply with any method of electronic communication specified by Buyer, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication.

34. **Waiver.** The failure of either party to enforce any right or remedy provided in this Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

35. **Entire Agreement.** This Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. Except as otherwise expressly provided in this Contract, no subsequent terms, conditions, understandings or agreements purporting to modify the terms of this Contract will be binding unless in writing and signed by both parties.

36. **Severability.** A finding that any provision of this Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of this Contract or the validity or enforceability of that provision in any other jurisdiction.

37. **Notices.** All notices or other communications under this Contract shall be sufficiently given for all purposes under the Contract if in writing and delivered personally, sent by documented overnight delivery service or, to the extent receipt is confirmed, by facsimile or other electronic transmission service.

38. **Governing Law; Jurisdiction.** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Application of the 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Subject to the provisions of Section 38, each of Seller and Buyer (a) irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan in any action arising out of or relating to this Contract, (b) irrevocably agrees that all claims in respect of such action may be heard and determined in such state or federal court, and (c) irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action in such courts.

39. **Dispute Resolution.** In the event of any dispute or disagreement between Seller and Buyer as to the existence and validity of this Contract, interpretation of any provision of this Contract, the performance of obligations under the Contract, or any other disputed matter relating to this Contract (a "Dispute"), such Dispute, upon ten (10) days' prior written notice from one party to the other of its intent to arbitrate, shall be submitted to and settled exclusively by final and binding arbitration in lieu of any judicial proceeding; provided, however, that nothing contained in this Section shall preclude any party from seeking or obtaining from a court of competent jurisdiction (a) injunctive relief, or (b) equitable or other judicial relief to specifically enforce the provisions of the Contract or to preserve the status quo ante pending resolution of a Dispute. Subject only to the foregoing, no such Dispute shall be made the subject of an action in a court of law or equity by any party but shall be submitted to arbitration and finally determined in accordance with the provisions of this Section. Such arbitration shall be conducted by the American Arbitration Association in Southfield, Michigan before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association existing at the date of submission of the Dispute to arbitration; provided, however, the parties shall be entitled to discovery as provided in the Michigan Court Rules of 1985, as amended. All arbitration hearings shall be conducted on an expedited schedule commencing not later than one hundred twenty (120) days following selection of the arbitrator, and all proceedings shall be confidential. Any party may at its expense make a stenographic record thereof. Each of Seller and Buyer shall pay its own expenses and each of Seller and Buyer shall pay one-half of the costs and expenses of the arbitrator and the American Arbitration Association. Any arbitration award shall be binding and enforceable against Seller and Buyer and judgment may be entered thereon in any court of competent jurisdiction.

40. **Survival:** The obligations of Seller to Buyer under this Contract shall survive expiration or termination of this Contract, except as otherwise expressly stated in this Contract.

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