

## **Automatic Spring Products Corp. Purchase Order Terms and Conditions**

1. **Acceptance.** (A) Purchase Order Terms and Conditions are the primary contract terms and conditions that apply to the purchase of goods and services. Seller's written acceptance or the commencement of any work, performance of any services, or the shipment of goods hereunder by Seller shall constitute acceptance of this Purchase Order and all of its terms and conditions, irrespective of whether Seller shall have returned the acceptance copy hereof. Purchaser specifically objects to the inclusion of any different, additional or inconsistent terms or conditions by Seller in acknowledging and accepting this Purchase Order. (B) If Seller's proposal or other term of offer contains terms additional to, different from or inconsistent with the terms and conditions herein, the Purchaser's acceptance of Seller's proposal or offer is hereby expressly conditioned upon Seller's assent to all of the terms and conditions contained in this Purchase Order. (C) This Purchase Order supersedes and cancels all prior communications between Purchaser and Buyer, except to the extent specifically shown on the face hereof, and, once accepted by Seller, in a manner approved above, constitutes the sole and entire agreement of the parties respecting the subject matter described on the face of this Purchase Order. (D) ANY ATTEMPTED ACKNOWLEDGEMENT OF THE ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THOSE STATED HEREIN IS NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING.
2. **Prices.** The prices shown on the face hereof shall be the total price payable by Purchaser for the goods and/or services shown thereon, and no charge shall be made by Seller for packing, freight, taxes, storage or other extra charges unless and only to the extent that same has been provided for on the face hereof. Purchaser shall be entitled to set off any amount owing at any time from Seller to Purchaser or any of its affiliated companies against any amount payable at any time by Purchaser in connection with this order.
3. **Sales Tax Exemption.** The Supplies purchased under the Order are identified as industrial processing and may be exempt from sales taxes. In such case, the tax identification number and/or other exemption information are stated in the Order or as otherwise provided by Buyer.
4. **Payment.** Except as otherwise provided in these Terms, Buyer will pay proper invoices on the payment terms stated in the Order or an Agreement, if any. Such payment terms apply to the date Invoices are received at the facility designated by Buyer when Seller has complied with all its obligations provided in the Order or, in the case of services, the date that Buyer receives Seller's invoice following completion of the services. If no payment term appears on the Order or in an Agreement, Buyer will pay Seller on a Net 45 day's basis. Invoices for tooling must be issued only as approved, as provided in the Order. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Supplies provided under the Order. Payment will be made in the currency expressly stated in the Order; if no such currency is noted, payment will be made in U.S. Dollars. Payment will be made by mailing on or before the due date unless otherwise expressly agreed by Buyer.
5. **Deliveries.** Deliveries are to be made to Purchaser's designated plant. Deliveries shall be made only at the times and in the quantities and manner specified on schedules furnished by Purchaser. Purchaser shall have no liability for payment for material or items delivered to Purchaser that are in excess of quantities specified in the delivery schedules and the Seller has no authority to fabricate based on forecasts. Purchaser may from time to time change or temporarily suspend shipping schedules, change means of transportation or otherwise temporarily suspend Seller's performance hereunder, by notifying Seller a reasonable time in advance. Seller shall pay whatever additional costs, expenses, consequential losses or damages Purchaser sustains due to Seller's untimely delivery. All shipments are at the risk of the Seller regardless of the F.O.B. point, unless otherwise agreed to in writing by an authorized representative of Purchaser.
6. **Packaging and Labeling.** All goods must be packaged in the manner specified by Purchaser and shipped in the manner and by the route and carrier designated by Purchaser. Purchaser will not receive material unless it is tagged or marked with Purchaser's part number and quantity on each package. Packing slips should be enclosed with all

shipments showing order number, part number and quantity. If Purchaser does not specify the manner in which the goods must be packaged, Supplier shall package the goods so as to avoid any damage in transit. If Purchaser does not specify the manner of shipment, route or carrier, Seller will ship the goods at the lowest possible transportation rates. Any additional freight, cartage or other costs incurred directly or indirectly as a result of Seller's failure to observe the conditions set forth in this paragraph will be for Seller's account.

7. **Quantity; Material Releases; Delivery.** (a) Quantities listed in each order as estimated are Buyer's best estimate of the quantities of supplies it might purchase from Seller for the contract term specified in the order. Any estimates or forecast of production volumes of program durations, whether, from Buyer or Customers, are subject to change from time to time, with or without notice to seller, and shall not be binding upon Buyer. Unless otherwise expressly stated in the order, Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied, to seller in respect to Buyer's quantitative requirements for the supplies of the term of supply of the supplies.
8. **Supplier Standards, Quality and Development; PPAP; Required Programs.** (a) Seller shall maintain a quality assurance system in line with most recent standards of automotive technology, which may include certification to IATF 16949, TS 16949, ISO 9001, ISO 14001, or others as deemed necessary by the buyer. Seller will also participate in supplier quality and development programs of Buyer and (as applicable) Customers. Seller agrees to meet the full requirements of industry Production Part Approval Process (PPAP) as specified by Buyer and (as applicable) Customers and agrees to present this information to Buyer upon request, at the level requested. As requested by Buyer at any time, Seller will participate and comply with the following Buyer programs and standards: (i) Advanced Product Quality Planning (APQP) and Supplier Individual Development Plans (SIDP); (ii) supplier performance evaluations; and (iii) minority business expectations. These programs and standards can be obtained by contacting your Buyer's assigned purchasing representative. In the event of any discrepancy between any part of the above programs and standards and an express provision of these Terms, these Terms will control. (b) Supplier is responsible for all lower-tier providers of goods and services. Seller must maintain adequate development, validation, launch and ongoing supervision to assure all supplier provided to Buyer conform to all applicable warranties and other provisions of the order.
9. **Inspection; Non-conforming Goods/Services:** Buyer may enter Seller's facility to inspect the facility, Supplies, materials, and any of Buyer's property related to the Order. Buyer's inspection of supplies, whether during manufacture, prior to delivery or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in the order releases Seller from the obligation of testing, inspection and quality control. If defective supplies are shipped to and rejected by Buyer, the quantities under the Order will be reduced unless Buyer otherwise notifies Seller. Seller will not replace reduced quantities without a new Material Release from Buyer. In addition to other remedies available to Buyer: (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Supplies as Buyer deems necessary; (ii) Buyer may have corrected at any time prior to shipment from Buyer's plant supplies that fail to meet the requirements for the Order; and/or (iii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective supplies. Seller will document corrective actions with a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment for nonconforming supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct audits at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all rights specified in this section.
10. **Service and Replacement Parts.** During the applicable vehicle program and production life and for 10 years after vehicle program concludes production or specific part concludes production (unless a different period is agreed in writing by the parties), Seller will supply Buyer's written "replacement parts" and "service parts" orders for the same Supplies, component parts and materials at the price (s) set forth in the Order (production price) plus any actual cost differential for special packaging. Unless otherwise expressly agrees in writing by an authorized

representative of Buyer or Buyer removes tooling from Seller necessary to produce service parts, Seller's obligation under this section shall survive termination or expiration of the Order for any reason. While supplying goods or performing services under this agreement the supplier will comply with the US Foreign Corrupt Practices Act, local anti-corruption laws and all other laws prohibiting any form of commercial or private bribery.

11. **Warranties.** All goods supplied and/or performed pursuant to this Purchase Order shall be delivered free and clear of any security interest, lien or encumbrance of any kind, shall conform with all applicable drawings, specifications, descriptions and samples furnished to or supplied by Purchaser, shall be free from defects in material or workmanship, patent and latent, and shall be of merchantable quality and fit for the intended purpose with the meaning of the Uniform Commercial Code. There shall be no exclusions from Seller's liability for incidental and consequential damages on account or failure of Seller's goods or work to conform to the above warranties.
12. **Remedies.** Nothing herein shall exclude any other rights or remedies to which Purchaser is otherwise entitled by law. Seller shall pay all costs, including reasonable attorney's fees, incurred by Purchaser in enforcing the terms of this Purchase Order.
13. **Force Majeure.** Any delay or failure of either party to perform its obligations will be excused if and to the extent that the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; fires; floods, earthquakes, explosions; natural disasters; riot; wars; sabotage; inability to obtain power; or court injunction or order. Seller's inability to perform as a result, or delays caused by, Seller's insolvency or lack of financial resources is deemed to be within Seller's control. The change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes or any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers, will not excuse Seller's performance (under theories of force majeure, commercial impracticability or otherwise), and Seller assumes these risks. As soon as possible (but no more than one full business day) after the occurrence, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller at its expense will take all necessary actions to ensure the supply of Supplies to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts. If upon request of Buyer, Seller fails to provide within ten (10) days (or such shorter period as Buyer requires) adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, Buyer may terminate the Order without liability and Seller shall reimburse Buyer for costs associated with the termination.
14. **Books and Records.** Seller agrees that its manufacturing plant(s) and its books, documents, papers and records, or such part of any manufacturing plant(s) as may be engaged in the performance of this Order shall at all reasonable times be subject to examination and audit by any person designated by the Purchaser.
15. **Cancellation or Suspension.** (A) Purchaser reserves the right by written notice to the Seller at any time prior to delivery to cancel this Order, in whole or in part, without cause. In the event of a cancellation by Purchaser as provided herein, and if the goods which are the subject of this Order are manufactured specifically for Purchaser and are not saleable to others in the ordinary course of the kind of business in which Seller engages, then Purchaser shall reimburse Seller for the costs of direct labor and of materials for all completed items and work-in-progress (less salvage value) and costs of materials procured specifically for this Order and which are not standard items usable in other applications (less salvage value). Any claim on account of cancellation must be submitted by Seller within thirty (30) days of the date of the notice of cancellation and must be supported by cost data in such form and detail as may reasonably be required by Purchaser. (B) In the event that Seller is in breach or if Purchaser

determines that Seller will not be able to fulfill its obligations under this Order, Purchaser may immediately cancel this Order without any liability beyond the agreed purchase price of any acceptable items delivered to Purchaser prior to cancellation. In such event, Seller shall be liable to Purchaser for damages resulting from the breach, including consequential and incidental damages and reasonable attorney's fees. In no event shall Purchaser's obligations upon termination exceed those Purchaser would have had to Seller in the absence of cancellation.

16. **Transition of Supply.** (a) In connection with the expiration or termination of the Order by either party, in whole or in part, or Buyer's other decision to change to an alternate source of Supplies (including but not limited to a Buyer-owned or -operated facility) ("alternative supplier"), Seller will cooperate in the transition of supply, including the following: (i) Seller will continue production and delivery of all Supplies as ordered by Buyer, at the prices and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s) including, at Buyer's request, providing a sufficient bank of Supplies covered by the Order, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Supplies as needed; (ii) at no cost to Buyer, Seller (A) will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components, (B) will provide all notices necessary or desirable for Buyer to resource the Order to an alternative supplier, (C) when requested by Buyer, will return to Buyer all Buyer's Property in as good condition as when received by Seller (reasonable wear and tear excepted); and (D) will comply with Seller's obligations relating to Seller's Property in Section 25, and in relation to subcontracts; and (iii) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing. (b) If the transition occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement by arbitration.
17. **Change.** Purchaser may at any time, by written order, make changes in or addition to any one or more of the following: (A) drawings, designs, or specification, (B) method of shipment or packaging; (C) time and place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the effort under this order, an equitable adjustment shall be made in the price or delivery schedule or both, and this order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from date of receipt by Seller of the notification of change. Where the cost of property made obsolete or excess as the result of a change is included in Seller's claim for adjustment. Purchaser will have the right to take title thereto and to prescribe the manner of disposition of such property.
18. **Financial Review; Insolvency.** (a) Buyer or a third party designated by Buyer may at any time review the financial condition of Seller and its affiliates, and Seller will fully cooperate in such review and will promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, business plans, banking contacts and loan documents, and will make its financial managers available for discussions during reasonable business hours. Buyer and any designated third party will keep confidential any nonpublic information about Seller obtained in a financial review and use such information only for purposes of the review, except as needed to enforce the Order. (b) The Order may be terminated by Buyer without liability to Seller if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorneys' and other professional fees: (i) Seller becomes insolvent; (ii) Seller files a voluntary petition in bankruptcy; (iii) an involuntary petition in bankruptcy is filed against Seller; (iv) a receiver or trustee is appointed for Seller; (v) Seller needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under the Order; (vi) Seller executes an assignment for the benefit of creditors; (vii) Seller fails to meet the credit underwriting standards of Buyer's credit insurance program, or (viii) Seller is unable promptly to provide Buyer with adequate reasonable assurance of Seller's financial capability to perform any of Seller's obligations under the Order on a timely basis. In the event that this Order is not terminated in accordance with the immediately preceding sentence, upon the occurrence of an event described in

the immediately preceding sentence, Buyer may make equitable adjustments in the price, payment terms, and/or delivery requirements under this Order as Buyer deems appropriate to address the change in Seller's circumstances, including Seller's continuing ability to perform its obligations regarding warranty, nonconforming Supplies or other requirements under this Order. (c) Seller agrees that if Seller experiences any delivery or operational problems, Buyer may, but is not required to, designate one or more representatives to be present in Seller's applicable facility to observe Seller's operations. Seller agrees that if Buyer provides to Seller any accommodations (financial or other) that are necessary for Seller to fulfill its obligations under this Order, Seller will reimburse Buyer for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and will grant access to Buyer to use Seller's premises and machinery, equipment, and other property necessary for the production of the Supplies covered by this Order. Notwithstanding anything contained in this Section 18 to the contrary, financial information provided by Seller to Buyer hereunder pursuant to a Direct Supply Relationship may be provided to the Customer if Seller fails to provide Buyer with adequate reasonable assurance of Seller's financial capability to perform any of Seller's obligations under the Order on a timely basis.

19. **Material Furnished by Purchaser.** Any material furnished by Purchaser, on other than a charge basis, in connection with this order, shall be deemed as held by the Seller on consignment, unless otherwise specified. All such material not used in the manufacture of the covered products shall, as directed, be returned to Purchaser at Purchaser's expense and, if not accounted for or so returned, shall be paid for by Seller.
20. **Tool Order Purchase Price.** Unless a Production Tool Order is issued on a fixed-price basis, the price of the tooling will not exceed the lower of: (a) the maximum amount reimbursable specified on the Production Tool Order; (b) the Supplier's actual costs of acquiring the Tooling from a toolmaker without markup; or (c) the Supplier's actual costs of fabrication of the tooling in accordance with the Buyer's guidelines provided to the supplier.
21. **Tools; Capital Equipment.** (A) all dies, tools, gauges, fixtures, molds, patterns and/or like material furnished by the Purchaser for production of the goods or material covered by this order shall remain the sole property of the Purchaser. Seller shall at all times cover said items with full fire and extended coverage insurance and upon request furnish to Purchaser evidence of said coverage. Purchaser reserves the right at any time and, for any reason to demand or visit the premises of Seller to reclaim possession of same. Upon conclusion of order, said items of tooling shall be promptly returned to Purchaser at Purchaser's expense, in as good condition as when received ordinary wear and tear excepted. (B) Unless otherwise herein agreed, when Seller furnishes special dies, tools, gauges, fixtures, molds, patterns and/or like materials that are necessary for the particular production of the goods or materials covered by this order, Purchaser will have the option (but not the obligation) to take possession and title to such items upon paying to the Seller the unamortized cost thereof; provided further that this option shall not apply if the material or goods hereby ordered are the standard product of the Seller, or if substantial quantities of like goods or materials are being sold by Seller to others. (C) Seller shall not employ any dies, tools, gauges, fixtures, molds, patterns and/or like material furnished by Purchaser for Seller's benefit or the benefit of others without Purchaser's prior written consent. Seller will provide to Buyer, as requested, access to Seller's premises and all documentation relating to tooling, prior and subsequent to payment, to inspect work performed and to verify third party charges submitted by Seller against the order. For any tooling or parts thereof that Seller obtains from any third party, seller will provide Buyer with such access and documentation to the ultimate production source. Seller will have ninety (90) days from the date buyer notifies Seller of Buyer's intention to audit the Seller to provide the requested access and copies of requested documentation for Buyer's exclusive use and records. Any such information submitted following such ninety (90) day period will not be considered by Buyer. The price set forth in the Order will be adjusted to credit Buyer in the amount, if any, by which price exceeds Seller's actual cost as verified. If Seller's primary business is to fabricate tooling, Seller will be permitted a reasonable profit percentage as indicated by the Order. In the absence of a mutually accepted profit percentage Buyer will determine a reasonable profit percentage following the completion of its audit. The Parties acknowledge that Buyer's audit to verify actual costs is necessary for Buyer to confirm the existence or absence of rebates, credits or discounts provided to Seller by any third party relating to such tooling. Buyer's audit to verify actual costs will include with out limitation, at Buyer's option, copies of Seller's cancelled checks and bank statements and any other information necessary for Buyer to confirm existence of absence of rebates, credit or discounts provided to Seller by any third

party to such tooling. If Seller does not provide such access and documentation, Buyer may determine in its reasonable discretion an appropriate adjustment based on information available to Buyer, including estimated costs, and Seller shall be responsible for Buyer's costs in determining such estimated costs. Seller will invoice Buyer for (and Buyer will only be obligated to pay) the lower of Seller's actual cost plus such profit percentage or the amount set forth in the Documents. Seller will retain and cause its tooling sub-suppliers to retain all cost records for a period of three years after receiving final payment of the charges.

22. **Limitation on Purchaser's Liability – Statute of Limitations.** In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.
23. **Patents.** Seller shall indemnify Purchaser and its customers against and hold them harmless from all demands, claims, suits, liabilities, damages, judgements, costs and expenses, including attorney's fees resulting from any alleged infringement of any United States or foreign patent with respect to the goods or work supplied hereunder.
24. **Services.** If this order covers the performance of labor or the rendering of a service for or to the Purchaser (including installation), Seller agrees to indemnify and protect Purchaser against all liability, claims, suits, damages, judgments, or demands, including attorney's fees, for injuries or damages to any person or property growing out of the performance of work by Seller. Seller further agrees to provide insurance coverage with limits satisfactory to Purchaser for workmen's compensation, employers liability, general liability (bodily injury and property damage) and automotive liability (bodily injury and property damage) and to provide evidence of such coverage to Purchaser. The providing of such insurance coverage and evidence of the same shall not be in satisfaction of Seller's liability hereunder, or in any manner modify Seller's indemnification of Purchaser.
25. **Insurance.** Seller will obtain and maintain, with insurance companies reasonably acceptable to Buyer, the insurance coverage listed below or in additional amounts and coverages as may be reasonably requested by Buyer or (to the extent directed by Buyer) Customer(s), in each case naming Buyer and its affiliates (as applicable) as loss payee(s) and "additional insured(s)". Such coverages shall include, without limitation, providing full fire and extended coverage insurance for the replacement value of (i) all Seller's Property, and (ii) any bailed Buyer's Property, both for their full replacement value. Seller will furnish to Buyer a certificate showing compliance with this requirement or certified copies of all insurance policies within 10 days of buyer's written request. The certificate will provide that buyer (and, if applicable, Customers) will receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence of insurance does not release Seller of its obligations or liabilities under the Order. Minimum coverage is as follows:
26. **Compliance with Laws.** Seller represents and warrants that all goods supplied and/or services provided hereunder shall be manufactured, transported, delivered, and performed in compliance with all applicable Federal, State and Local statutes, ordinances, and regulations, as amended from time to time, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Vietnam Era Veterans Readjustment Act, the Rehabilitation Act of 1973, 41 C.F.R. Section 1.13 relating to the Utilization of Minority Business Enterprises and all statutes, executive orders and regulations relative to equal employment opportunity and product safety. Seller specifically agrees not to discriminate against any employee or applicant for employment based on race, religion, sex, age, marital status, sexual orientation, or natural origin.
27. **Confidentiality.** All specifications, documents, and prototype articles delivered by Purchaser to Seller are the property of Purchaser. They are delivered solely for the purpose of Seller's performance of this Order and on the express condition that neither they nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with this Order without the prior express written consent of the Purchaser.

Such specifications, documents, and articles are to be returned to Purchaser promptly upon its written request. Such request may be made at any time during or after completion of Seller's performance. The obligations under this clause will survive the cancellation, termination, or completion of any order.

28. **Indemnification.** Seller shall defend, indemnify and hold harmless Purchaser (including shareholders, directors, officers, employees, and agents) against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.
29. **Conflict of Interest.** Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating in the performance of the Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or its performance of the Order, including without limitation, the provision of (or attempts to provide) Supplies directly to Customers without Buyer's express written consent.
30. **Title and Security Interests.** If full or partial payment is made to Seller prior to the delivery of all goods or the performance of all services hereunder, title to all goods identified to this Order at the time of such payment or thereafter shall pass to Purchaser, and Seller shall be deemed a bailee of all goods remaining in its possession, but in no event shall the risk of loss pass to Purchaser until the goods are delivered to the destination specified herein and accepted. Seller agrees to maintain insurance coverage in types and amount satisfactory to buyer for all goods that are or become so identified at any time to this Order. Additionally, Seller grants to Purchaser a security interest in all goods that are or may become so identified, which security interest shall be in addition to all other rights of Purchaser under this Order or applicable laws, and Seller agrees to execute financing statements or such other documents as Purchaser may reasonably require to perfect and protect that interest.
31. **Customs; Related Matters.** Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will provide all information and certificates (including NAFTA Certificates of Origin) necessary to permit Buyer (or, if applicable, customers) to receive these benefits or credits. Seller agrees to 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 Supplies are Seller's responsibility unless otherwise stated in the Order or an Agreement, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in filling the Order that Seller purchases in a country other than the country in which the Supplies are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies' purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Seller will mark Supplies "Made in [country of origin]". Seller will provide to Buyer and the appropriate governmental agency with the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of Supplies 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 Supplies are exported. To the extent any Supplies covered by this Order are to be imported into the United States of America, Seller shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller shall certify in writing its compliance with the C-TPAT initiative.
32. **Subcontracts and Resales.** If the face of this Purchase Order indicates that this Order is being issued pursuant to the terms and conditions of a specific obligation between Purchaser (as a Vendor) and another party. Seller shall be subject to such terms and conditions to the same extent as Purchaser, including, without limitation, the matters of delivery time, specifications, liquidated damages, payment and warranties. If the goods shown on the face hereof

are completed products which are to be resold by Purchaser in the condition purchased, without further processing, assembly or other manufacture, Seller shall indemnify, defend and hold Purchaser harmless from all demands, claims, suits, liabilities, damages, judgments, costs and expenses, including attorney's fees, with respect to any injury to or death of any person or property damage based upon an allegation that such products are defective in materials, workmanship or design, or in any other respect.

33. **Causes beyond Purchaser's Control.** This Order is subject to modification or cancellation by Purchaser in the event of fires, accidents, strikes, labor disputes, governmental acts, or any other conditions, whether of the class of causes enumerated above or otherwise beyond Purchaser's control. In such event, Purchaser shall have no obligation or liability of any kind to Seller on account of such cancellation or modification. Causes beyond Purchaser's control shall include (but is not limited to) governmental action or failure of the government to act where such actions is required, strike or other labor trouble, fire, or unusually severe weather.
34. **Assignment.** Seller may not delegate its duties nor assign its obligations hereunder without the prior written consent of Purchaser.
35. **Governing Law.** This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Michigan.
36. **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 these Terms or to any invoice or acceptance form of Seller relating to these Terms. It is the parties' intent that these Terms 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 these Terms, these Terms shall control.