



HDT AUTOMOTIVE SOLUTIONS LLC STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. PARTIES; ACCEPTANCE: The issuer of these Terms and Conditions and any related purchase order is either HDT Automotive Solutions LLC or one of its subsidiaries or affiliates, and is hereafter referred to as “Buyer.” The recipient of the purchase order, being the supplier of goods or services under the purchase order, is hereafter referred to as “Seller.” Seller has read and understands this contract and agrees that Seller’s written acceptance or any conduct or commencement of any part of the work or services under this contract shall constitute Seller’s acceptance of these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this contract are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become part of this contract, and these terms and conditions shall supersede any conflicting terms and conditions proposed by Seller. In addition, no other terms are implied by trade, custom, practice or course of dealing. Any modifications to this contract shall be effective only if made in writing in accordance with Section 37, and no verbal understanding or agreement shall modify the terms and specifications of this contract. Seller is required to confirm receipt of a purchase order by returning Seller’s written acknowledgment within 24 hours of receipt of the order. In addition to any other rights of Buyer, Buyer may cancel a purchase order at any time prior to Buyer’s actual knowledge of Seller’s acceptance. Seller specifically disclaims reliance on any statement, promise, representation, assurance or warranty that is not expressly set out in this contract. Seller’s supply is further regulated by the specific requirements of a Buyer Customer (defined in Section 11 below), where such Buyer Customer is identified to Seller, and including as specifically provided in Sections 11 and 16 below.

2. SHIPPING: Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and the laws and regulations of the country of manufacture, the country of destination and any country in which the goods will be transported, including, without limitation, laws and regulations governing the handling and transportation of dangerous goods or hazardous materials; (b) to route shipments in accordance with Buyer’s instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item in this contract; (d) to provide with each shipment packing slips with Buyer’s contract and date of shipment marked thereon, and such other information as mandated by Buyer; (e) to properly mark each package with a label/tag according to Buyer’s instructions and the customs regulations of the country of import; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer’s instructions. Seller will include on bills of lading or other shipping receipts, correct classification identification of the goods shipped in accordance with Buyer’s instructions and carrier’s requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller is responsible for damage occurring in transit as a result of improper or defective containers or packaging. Where relevant, all demurrage charges caused by discrepancies in weight, by failure of material to meet specifications or by lack of complete information regarding shipment or customs documentation, including but not limited to EU SAD (Single Administrative Document), UK HMRC, China Customs, Canada Customs and USMCA documentation requirements, will be charged back to Seller. Title to the goods will transfer to Buyer free and clear of any liens, claims, encumbrances, interests or other rights at the moment the risk of loss transfers from Seller to Buyer with respect to such goods in accordance with the Incoterm or alternative delivery term set forth in this contract. 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 goods or services under this contract. Unless otherwise stipulated, product shall be free on board to Buyer facility, and title and risk shall pass to Buyer at the time and place of delivery, but without prejudice to any right of rejection which may accrue to Buyer. Where an advance or progress payment is made by Buyer title but not risk in any materials or goods purchased or allocated by Seller shall immediately vest in Buyer. Seller is responsible for following routing instructions provided by Buyer on the purchase order. Seller shall place the insurance to benefit Buyer for any and all loss or damage due to any cause. All goods or other materials shall be delivered to the address for delivery during normal working hours and until delivery to such address shall be at the Seller’s risk in all respects.

3. DELIVERY SCHEDULES; QUANTITIES: Time is of the essence, and deliveries shall be made both in quantities and at times as specified by Buyer via such means as Buyer’s schedules, pull signals, and reports. Seller is responsible for any excess costs resulting from late deliveries or inability to meet Buyer delivery schedules. These costs may include but not be limited to: expedited or premium freight, loss or interruption of production at Buyer, and excess costs incurred by Buyer or its customers resulting from late deliveries. In the event of failure to deliver on time, or if it appears that delivery cannot be filled within the time specified, then the right is reserved by the Buyer to cancel the purchase order in its entirety.

without penalty to Buyer. The time for delivery shall, unless otherwise agreed to in writing by the parties hereto, commence from the date on the purchase order. When product is ready for shipment, Seller will notify Buyer utilizing an advance ship notice in the format provided by Buyer and using the communication method determined by Buyer. Based on Buyer's scheduled release dates, unless otherwise specified by Buyer, Seller must maintain 100 percent on time delivery performance. No goods supplied or services performed under this contract earlier than the date for delivery set out in the purchase order or in any other delivery schedule shall be accepted or paid for unless Buyer notifies the Seller in writing of its intention to so accept. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's 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 this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct. In addition, Seller agrees to comply with all delivery and logistics requirements and procedures specified by Buyer, as revised from time to time. Blanket purchase order volumes or forecasts are for Seller planning purposes only, they are not guaranteed nor are they a promise made by Buyer to purchase a specific minimum volume of product, and Buyer is not responsible for any costs associated with these items. Buyer shall not accept over or under shipments on orders unless otherwise authorized. Buyer reserves the right to return at the Seller's expense all shipments in excess of quantities ordered or delivered in advance of the delivery schedule date. Seller shall keep at its warehouse the necessary stocks of parts required to guarantee supply continuity according to Buyer's delivery programs.

4. CHANGES: By written notice to Seller, Buyer may, from time to time, direct changes, or direct Seller to make changes, including without limitation to drawings and specifications of the goods, method of shipment, quantities, packaging or time or place of delivery, or to otherwise change the scope of the work covered by this contract, including, without limitation, work with respect to such matters as inspection, testing or quality control, and Buyer reserves the right to vary or amend the terms of any blanket or scheduled order without liability to the Seller. Seller must acknowledge these changes in writing within 24 hours and advise Buyer via written notification if any due dates cannot be met. Failure to do so shall entitle the Buyer to treat any such changes and due dates as accepted and binding. Any changes affecting the products must be formally communicated to the purchasing and quality departments at Buyer, as applicable, regardless of who initiates the change, as soon as Seller becomes aware. Production part approval is required prior to the first production shipment of product. Additional submissions and approvals may be required if stipulated in a Buyer production part approval process handbook. Seller will not be authorized to ship products until Buyer has approved changes. Seller will be responsible to maintain release schedules for currently approved products until Buyer has accepted any requested changes. Buyer and Seller will promptly discuss, reasonably and in good faith, any pricing adjustments (up or down) to be made in connection with such changes. Notwithstanding any such discussions, Seller will promptly implement such changes as directed by Buyer without delay. In the event that Buyer and Seller are unable to reach agreement on any pricing adjustments to be made in connection with such changes, any difference in price or time for performance resulting from such changes will be equitably adjusted by Buyer based on a fair cost assessment after receipt of documentation in such form and detail as Buyer may direct. Seller will accept any amendments issued by Buyer implementing such changes. Seller may, from time to time, propose changes to drawings and specifications of the goods or to the scope of the work covered by this contract. All submissions should be directed to authorized Buyer personnel and include Buyer's supplier quality engineer. Seller may not proceed with any such change until it is approved by Buyer in writing. If Buyer agrees, in its discretion, to implement such changes, the agreement between the parties with respect to such changes will be made in accordance with Section 37 below.

Seller will not relocate the production, manufacture or assembly of the goods from the facilities approved by Buyer, or change the location from which the goods are shipped, without first obtaining Buyer's advanced written consent and following any Buyer relocation requirements.

5. SUPPLIER QUALITY AND DEVELOPMENT: Seller agrees to fully comply with Buyer's supplier quality and development program(s), including, by way of example, but not limited to, Buyer's Supplier Quality Manual, ISO-9001:2015, IATF16949:2016, or their respective revisions, and any other quality requirements communicated to Seller in the purchase order, on Buyer's website, in a separate rider to this contract, or otherwise. In addition, Seller agrees to comply with all quality requirements and procedures specified by Buyer, as revised from time to time. At the time of the acceptance of the purchase order, Seller acknowledges receipt and acceptance of the conditions of such programs.

6. NONCONFORMING GOODS: Seller acknowledges that Buyer has no obligation to perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. Any such inspection performed by Seller

shall be without obligation to Buyer. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. With the exception of consigned/bailed and/or “indirect” goods (i.e. goods not to be incorporated into Buyer’s products), Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller’s instructions at Seller’s risk. The right to reject nonconforming goods for a refund, repair or exchange, or at Buyer’s sole option, to demand a reduction in price, is available to Buyer however slight the failure to meet the requirements of the contract (and to the extent the law of England and Wales is applicable, Section 15A and Section 30(2A) of the Sale of Goods Act 1979 and Section 5A(1) of the Supply of Goods and Services Act 1982 (as amended) shall not apply) and irrespective of the date of payment therefor. When goods are rejected either in part or in total they may be returned to Seller only at Seller’s risk and expense. Seller’s failure to provide written instructions within 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 storage and handling or to dispose of the goods without liability to Seller. If requested by Seller, Buyer will return samples of the defects to Seller, provided adequate routing instructions are prepared and the shipment will be charged to Seller. Seller will be responsible for making traffic arrangements for returns and efforts must be coordinated with Buyer. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer’s right to assert any legal or equitable remedy available under applicable law, or relieve Seller’s responsibility for latent defects. Any goods (a) determined to be nonconforming by Seller (or its suppliers); (b) rejected by Buyer as nonconforming; or (c) that become obsolete or surplus, will be rendered unusable prior to salvage or disposal by Seller (or its suppliers). Seller will ensure that nonconforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller will institute appropriate controls with its suppliers to ensure compliance with this Section.

7. SPECIFIC PERFORMANCE: Seller acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of this contract by Seller and that, in addition to all other rights and remedies that Buyer may have, Buyer will be entitled to specific performance and temporary, preliminary and permanent injunctive relief in connection with any action to enforce this contract, without any requirement of a bond or other security to be provided by Buyer.

8. FORCE MAJEURE / ACTS OF GOD: Any delay or failure of either party to perform its obligations under this contract will be excused to the extent that Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, solely and directly as the result of an event or occurrence beyond the reasonable control of such party, without such party’s fault or negligence, including, if applicable, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage, epidemics or pandemics (including COVID-19); provided that written notice of such force majeure event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible (but in no event more than 10 days after the force majeure event occurs), and further provided that in no event will Seller’s performance be excused by any labor strike or other labor disruption applicable to Seller or to any of its subcontractors or suppliers or resulting from the expiration of any of their respective labor contract(s).

During any force majeure event affecting Seller’s performance, Buyer may, at its option, purchase goods or services from other sources and reduce its delivery schedules to Seller by such quantities, without liability to Seller, or require Seller to provide goods or services from other sources in quantities and at times requested by Buyer at the price set forth in this contract.

Seller will use all diligent efforts to ensure that the effects of any force majeure event are minimized and, as promptly as possible, resume full performance under this contract. If requested by Buyer in writing, Seller will, within 10 days after Buyer’s request, provide adequate assurances that the delay in Seller’s performance resulting from such event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide such adequate assurances, Buyer may immediately terminate this contract without liability to Seller.

9. LABOR DISPUTE: Seller, at its expense, shall take all necessary action to ensure the uninterrupted supply of goods to Buyer for a period of at least the first 30 days during any foreseeable or anticipated labor disruption or resulting from the expiration of Seller’s labor contract(s). If requested by Buyer, Seller shall, within 10 days of such request, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability. This provision shall not constitute a waiver of and is without prejudice to, any and all of Buyer’s other rights and remedies

under this contract or applicable law, each of which are hereby reserved.

10. SELLER'S ASSURANCE OF PERFORMANCE: In the event that Buyer has reasonable grounds for insecurity with respect to Seller's continued performance under this contract, Buyer may, in writing, demand adequate assurance of such performance from Seller. After receipt of such demand, Seller's failure, within a reasonable period of time under the circumstances (not to exceed 5 days), to provide assurances adequate under the circumstances will be deemed a breach of this contract by Seller.

11. WARRANTY: Seller represents, warrants, covenants, and guarantees that the goods covered by this contract will conform to all specifications, drawings, samples, descriptions and quality standards (i) furnished by Buyer, or (ii) furnished by Seller and approved by Buyer in writing, and will be merchantable and of satisfactory quality, of good material and workmanship and free from defects in materials, workmanship and design, and shall comply with all applicable laws and regulations. In addition, Seller acknowledges that Seller knows of Buyer's intended use of the goods covered by this contract and warrants and guarantees that such goods have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use and will be fit and sufficient for the particular purposes intended by Buyer. Unless otherwise set forth in this contract, the duration of the warranty provided by Seller to Buyer for the goods will begin on the date of receipt of the goods by Buyer and end on the later of (a) the date of expiration of any warranty period provided under applicable law for the goods, (b) expiration of any warranty applicable to the goods provided by Buyer to Buyer's end customer for the vehicle into which the goods are incorporated, or (c) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the contract, including in Buyer's specifications or quality standards, or in the purchase order or nomination letter. In addition to any other legal right or remedy available to it under applicable law, Buyer has the right to rescind this contract if it is discovered that any of the warranties in this Section 11 have not been fully met by Seller or any of its allowed subcontractors. Seller shall further comply with the terms and conditions of any purchase order or other agreement received by the Buyer from a third party identified to Seller, whether in a purchase order or nomination letter or otherwise (which third party is referred to herein as "Buyer Customer" and which purchase order or other agreement is referred to herein as "Buyer Customer Purchase Order"), whereby Buyer agrees to supply goods or services to Buyer Customer, or incorporate goods or services into goods supplied to Buyer Customer. Buyer may, from time to time, supply Seller with information regarding Buyer Customer Purchase Orders, but, in any event, Seller shall be responsible for ascertaining any terms and conditions contained in Buyer Customer Purchase Orders that may affect Seller's obligations hereunder. Without restricting the foregoing, Seller shall take such steps, provide such disclosure and do all things as may be necessary or desirable and within its control to enable Buyer to meet Buyer's obligations to Buyer Customer under Buyer Customer Purchase Orders. If there is any conflict between this paragraph and any other paragraph in this Agreement or a purchase order, Buyer shall have the right to have the provisions of this paragraph prevail.

12. INGREDIENTS AND COMPLIANCE DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS: Seller warrants that the Goods meet all environmental and other regulatory requirements where applicable, including but not limited to RoHS, REACH and WEEE, and shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packaging) of any dangerous goods or hazardous material that is an ingredient or a part of any shipment of goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, Buyer's customer(s) and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packing material shipped to Buyer. Upon Buyer's request, or where required by applicable law, Seller will certify to Buyer in writing the origin of any ingredients or materials in the goods. Seller will promptly provide, in writing, any information regarding the goods requested by Buyer so that Buyer may comply in a timely manner with reporting or disclosure requirements under any laws or regulations applicable to consumer protection, "conflict minerals", "modern slavery", or in any other respect regarding the labor, materials, processes or ingredients used in the creation or sourcing of the goods.

13. INSOLVENCY: Buyer may immediately terminate this contract without liability to Seller in any one or more of the following or other comparable events: (a) insolvency of Seller (including, without limitation, a circumstance in which Seller's liabilities exceed its assets or Seller is unable to pay its debts as they come due); (b) appointment of a receiver, trustee or administrator over Seller or its assets; or (c) execution of an assignment for the benefit of creditors by Seller,

provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller will inform Buyer immediately should any of these events occur or Seller becomes aware of events or circumstances likely to give rise to any such events. Seller will reimburse Buyer for all costs and expenses incurred by Buyer in connection with any of these events (regardless of whether Buyer exercises its termination rights with respect thereto, including, without limitation, all legal or other professional fees).

14. TERMINATION FOR BREACH OR CHANGE OF CIRCUMSTANCES: Buyer may terminate all or any part of this contract, without liability to Seller, if Seller (a) breaches any term of this contract (including, without limitation, Seller's warranties); (b) states its intention not to perform or otherwise rejects its obligations under this contract; or (c) fails to make progress in performance so as to endanger timely and proper completion of services or delivery of goods under this contract; (d) Seller fails to deliver the goods or perform the services on the date set out in any delivery schedule, time being of the essence; (e) there is a change in the ownership or control of the Seller; (f) in the event that Seller does not achieve an agreed minimum monthly performance target; or (g) in the event of changes in custom tariffs; provided, however, that if any failure or breach under the foregoing (a) through (c) is curable, Buyer will provide Seller an opportunity to cure within a commercially reasonable period of time under the circumstances, in no case exceeding 5 days after Buyer provides notice of the failure or breach to Seller.

15. TERMINATION FOR CONVENIENCE: In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, terminate all or any part of this contract before the expiration date set forth in this contract, at any time and for any reason, by giving written notice to Seller. In the event Buyer exercises its right to terminate for convenience under this Section, Buyer will pay to Seller only the following amounts, without duplication: (a) the contract price for all goods and services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract, to the extent such costs are reasonable in amount and are properly allocated or apportioned under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent and the cost of any damaged or destroyed goods or material. Seller will promptly make available for delivery to Buyer, as specified by Buyer, any goods completed but not delivered as of the time of Buyer's termination hereunder. Any request for payment submitted to Buyer under this Section must include sufficient supporting data to permit an audit by Buyer, including, without limitation, such supplemental and supporting information as Buyer may 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 request for payment under this Section by Seller. Any request for payment under this Section must be in writing and include, without limitation, a statement setting forth the contract price for the goods or services, invoices reflecting the actual cost of work-in-process and raw materials, the basis for the allocation of such costs to the terminated portion of this contract, and any other supporting documentation reasonably requested by Buyer.

Any amount otherwise due to Seller pursuant to this Section will be reduced by any amount owed by Seller to Buyer under this contract or otherwise. Any payment under this Section will not be deemed a waiver of any of Buyer's other rights arising under this contract or applicable law. Notwithstanding any other provision of this contract, Buyer will make no payments under this Section for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in Buyer's firm delivery schedules or any undelivered goods that are in Seller's standard stock or that are readily marketable. Further, any payments made under this Section will not exceed the aggregate price payable by Buyer for finished goods or services that would have been produced or performed by Seller under Buyer's delivery schedules outstanding at the date of termination. Except as expressly provided in this Section, Buyer will not be liable for and will not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Seller shall take all reasonable steps to mitigate any loss to the Seller arising from such termination. The payment specified in this Section is Seller's sole remedy for termination of this contract under this Section. Should Buyer find another source of supply for any similar goods, with the same level of quality and better economic conditions, Buyer may in its discretion inform Seller in writing and give Seller a reasonable notice period to restore full competitiveness, not to exceed three (3) months. If Buyer considers Seller cannot reach the same level of competitiveness than that of its market competitor, Buyer shall have the right to cancel this contract without liability to Seller with one (1) month's prior notice.

Should Seller seek to terminate the contract or any related order, without limiting any other right or remedy to which Buyer might be entitled, Seller must in all events allow Buyer to find a suitable replacement for the product and have said replacement validated by Buyer's customer in accordance with the prevailing practice in the automotive industry, before ending Seller's supply. Seller shall cooperate fully to ensure the smooth transfer of the production to the new supplier. Seller shall continue to perform its obligations until such transfer is efficiently completed and the new supplier is fully operational.

Termination of this contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination.

16. INTELLECTUAL PROPERTY:

(a) INTELLECTUAL PROPERTY RIGHTS:

(i) Applicability

This Section will apply where the Parties have not entered into a separate written agreement signed by their respective authorized representatives prior to or contemporaneous with the effective date of this contract with respect to the Parties' Intellectual Property Rights (defined below) that expressly prevails over this contract.

(ii) Definitions

"Intellectual Property Rights" means any patent, patented articles, patent applications, designs, industrial designs, copyright and related rights, software, source code, database rights, moral rights (to the extent such rights can be assigned or transferred; or where such rights are inalienable by law, this term shall refer solely to the underlying economic rights), inventions whether or not capable of protection by patent or registration, techniques, technical data, rights in confidential information (including without limitation trade secrets and know-how), and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to this contract.

"Background Intellectual Property Rights" means any Intellectual Property Rights of either Buyer or Seller relating to the goods or services contracted (A) existing prior to the effective date of this contract or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (B) that each party acquires or develops after these dates but in a strictly independent manner and entirely outside of any work conducted under this contract.

"Foreground Intellectual Property Rights" means any Intellectual Property Rights, except Background Intellectual Property Rights, (A) that are developed in whole or in part by Buyer and/or Seller in connection with this contract or (B) relating to the goods or services contracted.

(iii) Foreground Intellectual Property Rights

Seller hereby assigns and agrees to assign to Buyer and causes its affiliates and their respective employees, agents or subcontractors ("Personnel") to assign and agree to assign to Buyer all Foreground Intellectual Property Rights including, but not limited to, rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell, and import, without limitation. Buyer and Seller agree to enter into a written assignment or license agreement if required under local laws and regulations. On completion of the contract Seller shall further give to Buyer all designs, negatives, engineering drawings, data and information of whatsoever nature in its possession and cause its employees to sign any documents necessary to enable Buyer to file applications for patents throughout the world and to obtain title thereto and Seller shall use its best efforts to facilitate the same.

(iv) Background Intellectual Property Rights

Buyer and Seller will each retain ownership of their respective Background Intellectual Property Rights. Seller hereby grants to Buyer and causes its affiliates and Personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense to Buyer's affiliates, to all Background Intellectual Property Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import the goods or services that are the subject of this contract (the "Limited License"), provided that Buyer or its affiliates will only use this Limited License in the event that (A) Seller breaches or repudiates its obligations by being unable or unwilling to deliver goods or services under this contract, or (B) in the event Seller is unable to supply goods or services under this contract as a result of a force majeure event, but in such event only for the duration of Seller's inability to supply. In no event will the term of the Limited License extend beyond the expiration date of this contract. Buyer and Seller agree to enter into a written license agreement if required under local laws and regulations.

(v) Copyrights

To the extent that this contract is issued for the creation of copyrightable works, the works will, on creation of the rights, vest in Buyer and be considered "works made for hire" for Buyer under applicable law, except to the extent that the works do not qualify as "works made for hire" for Buyer under applicable law, in which case Seller hereby assigns and agrees to assign to Buyer all right, title and interest in all copyrights and if lawfully permitted waives all moral rights and/or the underlying economic rights therein, and to do and execute, or arrange for the doing and executing of, each necessary act, document and thing that Buyer may consider necessary or desirable to perfect the right, title and interest of Buyer in and to the copyrights and other Intellectual Property Rights in the works.

(vi) Right to Repair

For the avoidance of doubt, Buyer, its successors, its affiliates, its dealers, its customers, and its subcontractors have the sublicensable right to repair, reconstruct, remanufacture, re-flash, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller.

(vii) Exclusivity

Goods manufactured based on Buyer's drawings, designs, tools, patterns, drawings and/or specifications as well as any software code or models provided by Buyer may not during the term of the contract or at any time thereafter be used for Seller's own use or sold to third parties without Buyer's express written authorization.

(viii) Miscellaneous

Nothing in this contract is an admission by Buyer of the validity of any Intellectual Property Rights claimed by Seller, including an admission that any license is required by Buyer to manufacture the goods or continue the services contracted. Seller will claim and acquire all rights and waivers of Seller's Personnel required to enable Seller to grant Buyer the rights and licenses in this contract. Seller assumes full and sole responsibility for compensating Seller's Personnel for such rights and waivers, including the remuneration of employees.

Seller, on behalf of itself and Buyer, its successors, its affiliates and its customers, will comply with all obligations with respect to the Intellectual Property Rights of third parties, including those of a Buyer Customer applicable hereto, and to any software that forms any part of the goods or services contracted, including obligations under any licenses. Seller warrants that the goods manufactured hereunder shall not incorporate any Intellectual Property Rights of any third party.

(b) INTELLECTUAL PROPERTY INDEMNIFICATION: Seller, without prejudice to Buyer's rights under Section 17 hereof, will investigate, defend, hold harmless and indemnify Buyer and Buyer's subsidiaries, affiliates, successors or assigns, their respective dealers, and their respective directors, officers, shareholders and employees, and Buyer's customers from and against any actual or alleged claims of infringement or other assertions of proprietary rights violations (including patent, trademark, copyright and related rights, industrial design right, or other proprietary right, misuse, or misappropriation of rights in confidential information, including without limitation know-how and trade secrets) and any and all resulting Losses, as defined in Section 17 below, relating to, arising out of or occurring in connection with the goods

or services contracted, including such claims where Seller has provided only part of the goods or services (collectively “IP claims”). Seller expressly waives any claim against Buyer, its successors, or its affiliates that any such IP Claims arose out of compliance with Buyer’s, its successors’, its affiliates’, its dealers’, or customers’ specification or direction.

(c) TECHNICAL INFORMATION DISCLOSED TO BUYER: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer or its affiliates in connection with the goods or services covered by this contract. Any technical or other information provided by Seller to Buyer or its affiliates will not be subject to confidentiality or nondisclosure obligations unless the parties have entered into a separate written confidentiality and nondisclosure agreement signed by their respective authorized representatives with respect to such proposed confidential information.

17. INDEMNIFICATION: Without prejudice to Buyer's rights under any condition, warranty or other term implied herein by law or under any term of the contract, including under Sections 16 and 23 hereof, Seller will indemnify, defend and hold Buyer harmless from and against any and all direct, indirect and consequential liabilities (including, to the extent applicable under the governing law, loss of profits, fine, penalty, loss of business, depletion of goodwill and similar losses), claims, demands, actions, losses, suits, damages, judgments, legal and other professional fees, costs, charges, interest, expenses, and consequences of any liabilities, of any nature, including but not limited to personal injury, death, property damage, and breach of contract claims and suits, and damages from the stopping of or interference with the production or manufacture or supply or recall by Buyer of any goods or services, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “Losses”), asserted by any person or entity, against Buyer relating to, arising out of or occurring in connection with Seller’s supply of goods and/or services to Buyer hereunder and performance to this contract, except for such liability arising solely out of the gross negligence of Buyer. This applies equally to work performed by Seller or its subcontractors on Buyer’s premises or utilizing the property of Buyer, whether on or off Buyer’s premises.

18. INSURANCE: Seller shall maintain insurance coverage with carriers acceptable to Buyer and in amounts adequate to protect Buyer against any and all loss or damage arising from any cause whatsoever. Without limitation, such insurance will protect Buyer in the event that Buyer or a Buyer Customer voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished goods/products) on which goods manufactured hereunder are installed, to provide remedial action to address a defect or condition that relates to motor vehicle safety or reliability or the failure of the vehicle to comply with any applicable law, safety standard, or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action. If any service is to be performed outside its normal place of business, Seller will further maintain adequate insurance to protect it from claims, including as applicable under the Workplace Safety & Insurance Act in Canada, and other claims for damages. Certificates for such insurance shall be subject to Buyer’s approval, if so requested. At its own expense, Buyer shall insure stock in a consignment warehouse against fire, water, damage and theft. Seller’s insurance is primary and non-contributory over any other existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. These insurance requirements may be fulfilled by either primary policy limits or by umbrella liability policies. Seller shall furnish to Buyer the policies of such insurance and/or a certificate of insurance setting forth the amount(s) of coverage and limits, policy number(s) and dates of expiration for insurance maintained by Seller within ten (10) days of Buyer’s request. This certificate of insurance will provide that Buyer shall receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage(s) and also name Buyer as an additional insured. Seller’s purchase of appropriate insurance or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this contract. In the event of Seller’s breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this contract and shall not be required to make further payment except for the conforming goods delivered or services rendered prior to the cancellation. Seller’s furnishing of certificates of insurance or purchase of insurance shall not release Seller of any other obligations or liabilities under this contract.

19. SELLER’S PROPERTY: Unless otherwise agreed to by Buyer, Seller at its expense shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, and patterns and other items (“Seller’s Property”) necessary for the production of the goods covered by this contract. The cost of changes to Seller’s Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller’s Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller’s Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such

items, provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others and such sale is not prohibited by this or any other agreement between Buyer and Seller. All tooling, fixtures and gauges must be maintained to the latest engineering revision at all times.

With respect to contracts in which Buyer is Bend All Automotive ULC: Tooling purchased will be in accordance with the terms and conditions as specified on the "Tool Consignment Agreement" issued by Buyer; Buyer will provide a weekly consignment consumption report; Seller will maintain title of ownership of the contractual products in the consignment warehouse until transfer of title to the consigned goods has occurred; a consignment consumption report submitted by Buyer will confirm that the title of transfer has occurred; transfer of title will be deemed to have occurred at such time as the goods have been utilized by Buyer in its production processes; on the basis of the consignment consumption report, Seller shall issue an invoice as of the day on which the notice was received at the price as applicable on the blanket purchase order; in the presence of its employee, Buyer shall grant the Seller access to the area where the Seller's consignment goods are stored, during regular business hours on a pre-agreed date; when visiting the consignment goods storage area, Seller will observe and practice all applicable Buyer Health and Safety policies as defined in form Q4 3037; Seller is entitled to audit the consignment inventory on a monthly basis (if requested) with a minimum of 48-hour notice to arrange; any supplier serial number that is shown on the Buyer Consignment Inventory query and is not located in the physical consignment storage area will be transferred from consignment inventory to Buyer inventory; an approved Buyer2D label is a pre-requisite of the Consignment Inventory program and are applied as defined in form Q4 3015.

20. BUYER'S PROPERTY: All supplies, materials, prototype and production tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, related software and other items (together with any accessions, appurtenances, modifications, repairs, refurbishments and replacements thereof) furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been paid (other than through piece price amortization) by Buyer ("Buyer's Property"), will be and remain the property of Buyer, and all right, title and interest in Buyer's Property will remain with Buyer, subject only to the limited right of possession granted to Seller under this Section. Seller shall keep Buyer's goods free from all mortgages, charges or other encumbrances whatsoever. With regard to Buyer's Property, Seller shall further: take out adequate insurance coverage against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss and damage; take care of and use it with the utmost care and carry out routine maintenance at its own expense; promptly report to Buyer with regard to any special repairs, replacements and reworking operations necessary, and Buyer shall make all decisions with regard to repairs, replacements or reworking operations, which shall be carried out at Buyer's expense, unless they are due to accidents, acts of negligence or other causes ascribable to Seller, in which case all expenses shall be borne by the Seller; and comply with the instructions supplied by Buyer with regard to their return when the supply of the finished product for which they are used is over. Seller shall promptly pay to Buyer the full replacement value of any of Buyer's goods which are not returned or satisfactorily accounted for. Seller will bear all risk of loss of and damage to Buyer's Property. Buyer's Property will at all times be properly housed and maintained by Seller, at its expense, will not be used by Seller for any purpose other than the performance of this contract; will be deemed to be personal property; will be conspicuously marked by Seller as the property of Buyer; will not be commingled with the property of Seller or with that of a third person; and will not be moved from Seller's premises without Buyer's prior written approval. Buyer and its designees will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller. In the event that such immediate release does not happen, on twenty-four (24) hours prior notice from Buyer to Seller, Buyer shall be given access by Seller to Buyer's Property and allow Buyer to take possession of same. To the fullest extent permitted by law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might otherwise have or assert on or with respect to any of Buyer's Property for work performed on such property or otherwise. To the extent any Intellectual Property Rights owned by or licensed to Seller is embodied in, or is otherwise necessary for the intended use of, any Buyer's Property, Seller hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the maximum extent permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of Buyer's Property, to use such Intellectual Property Rights.

21. AUDIT RIGHTS; INSPECTION OF SELLER'S PREMISES: Seller grants Buyer access to Seller's premises and books and records solely for the purpose of auditing Seller's compliance with the terms of this contract (including, without limitation, charges under this contract, and compliance with Data Privacy Laws) or inspecting or testing or conducting an inventory of finished goods, work-in-process, raw materials, any of Buyer's Property and all work or other items to be provided pursuant to this contract located at Seller's premises. Seller will cooperate with Buyer so as to facilitate Buyer's

audit, including, without limitation, by segregating and promptly producing such records as Buyer may reasonably request, and otherwise making records and other materials accessible to Buyer. Seller will preserve all records pertinent to this contract, and Seller's performance under this contract, for a period of not less than one year after Buyer's final payment to Seller under this contract. Any such audit or inspection conducted by Buyer or its representatives will not constitute acceptance of any goods (whether in progress or finished), relieve Seller of any liability under this contract or prejudice any rights or remedies available to Buyer.

22. SERVICE AND REPLACEMENT PARTS: Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract, adjusted only for differences in packaging and logistics costs, all as approved by Buyer. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the period after Buyer completes current model purchases for the respective Buyer Customer, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 5 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

23. REMEDIES: The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in this contract or at law or in equity (where applicable), including the statutory terms implied in the UK in favor of Buyer by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, and any other applicable statute providing remedies to a purchaser of goods in any applicable jurisdiction. For each instance a Seller quality problem report or non-conformance report is issued, Buyer will charge the Seller a reasonable administration fee not to exceed \$1000.00 USD or such equivalent amount at prevailing foreign exchange rates in local currency. Without limiting the foregoing, should any goods or services fail to conform to the requirements and warranties set forth in this contract or the product specifications incorporated by reference in this contract, Buyer will be entitled to recover from Seller any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages, as applicable under governing law, and all legal and other professional fees and costs incurred by Buyer as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by Buyer or its customers (a) in inspecting, sorting, testing, repairing or replacing nonconforming goods or nonconforming deliveries; (b) resulting from production interruptions; (c) in conducting recall campaigns or other corrective service actions; (d) resulting from personal injury, including death, or property damage; (e) caused by breach of any warranty given by the Seller to Buyer; (f) caused by any defect in any goods supplied or services performed by the Seller or by their not complying with the appropriate specifications; (g) in the event of delays, defaults or non-deliveries, against any increase in the cost of labor or material, transportation, or any other item which would not have been incurred but for such delay, default or non-delivery; (h) incurred by Buyer under contracts entered into by Buyer the performance of which has been delayed or rendered impossible by the Seller's breach of its obligations hereunder; (i) arising directly or indirectly out of any breach by the Seller of the contract, including all reasonable costs incurred by Buyer and its customers as a result of lost production, down time or subcontract operation costs; or (j) caused by virtue of application of product liability laws such as the UK Consumer Protection Act 1987 or any similar law in any other applicable jurisdiction in the event of a defect in Seller's Product manufactured and/or supplied by the Seller where and to the extent that the defect is attributable to the design of the Seller's Product. "Seller's Product" means any product manufactured and/or supplied by the Seller in or to which a product manufactured or supplied by Buyer is comprised, provided that the Seller's Product is not in accordance with design or specification supplied by Buyer.

Seller will be liable to Buyer for all and any loss or damage resulting from goods or services provided by itself or any subcontractor or sub-Seller which provided all or part of the goods or services in this order, and Seller cannot limit in any way this liability. Any sums due to Buyer hereunder shall be reimbursed to Buyer by the Seller on demand. Buyer reserves the right to recover all such costs and penalties resulting from Seller performance failure or disruption by making offsets in Seller invoice payments. In connection with any liability, claim, action, demand, expense, cost, proceeding, loss or damage under this Agreement, Seller shall provide all such facilities, assistance or advice as Buyer may request for the purpose of contesting the same and further shall, if so requested by Buyer, accept as final and binding the decision of any court anywhere in the world in relation to the same. Seller consents to Buyer transferring any guarantee, warranty, indemnification or similar rights given by the Seller to Buyer in relation to the goods or services supplied to any third party to whom Buyer sells, hires or disposes of such goods or services to the intent that such guarantee or similar right may be

enforced against the Seller not only by Buyer but also by any third party claiming through Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration and processing of warranty chargebacks for nonconforming goods. Seller acknowledges, and agrees to be subject to, Buyer's supplier cost recovery rights pursuant to ISO 9000 or its replacement, and to Buyer's procedure, in effect from time to time.

24. CUSTOMS COMPLIANCE; EXPORT CONTROLS:

(a) CUSTOMS COMPLIANCE: For each shipment, Seller will comply with the export and import customs regulations as necessary for Buyer to fulfill its customs related obligations including but not limited to customs declaration and inspection, trade program participation, origin marking or labeling requirements, local content origin requirements, preferential trade calculations and reporting requirements, invoicing and documentation requirements of the destination country. Credits or benefits resulting or arising from this contract, including trade credits, export credits, or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to ~~per~~ Buyer to receive such benefits or credits.

(b) CUSTOMS DOCUMENTATION: Commercial and pro-forma invoices used in the international shipment of goods shall conform to the requirements of the originating and destination countries. Seller is responsible for all information appearing on commercial and noncommercial invoices for shipments crossing international borders. It shall be accurate and complete to enable Buyer or Buyer's agent to appropriately declare and correctly make clearance/entry in the country of destination. The value declared in the commercial invoice used for Customs purposes must be accurate and not less than fair value under the anti-dumping laws of the countries to which the goods are exported. The commercial invoice must indicate an invoice number, Advanced Shipping Notification number (when issued), blanket purchase order number, and standard purchase order number that matches payment information requirements. Seller is responsible to include a product description sufficient enough to enable Buyer the ability to accurately classify the product within the Harmonized Tariff Schedule of the country of destination. The country of origin of the goods is to be accurately reported on the commercial and noncommercial invoices. Seller shall undertake such arrangements as are necessary for the goods to be covered by any duty deferral, free trade zone programs, or free trade programs of the country of import prior to first shipment of the goods.

(c) EXPORT CONTROLS: Exports and re-exports will be made in accordance with all applicable laws including the laws of the United States, the EU, the People's Republic of China, the country of Export, and country of Import. Diversion contrary to law of any of these countries is strictly prohibited. Export licenses or authorizations necessary for the export of goods are Seller's responsibility unless otherwise indicated in a Purchase Order, 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 the country of origin of goods and promptly update Buyer if there are changes to the country of origin.

Sellers, buyers, and recipients of consigned goods are not to use, transfer, export, re-export, resell or otherwise dispose of any items purchased to any destination, end-user or for any end-use prohibited by the laws of the United States or any other applicable law where such law does not conflict with the laws of the United States; unless such use, transfer, re-export, resale or disposition is specifically authorized by a government agency with export authority over the items purchased or ordered from or sold. In the event it is determined by Buyer, its agents, or a representative government agency that such representations are incorrect, Seller will indemnify, defend and hold Buyer harmless from any and all fines, penalties, liquidated damages, or other action taken by such government agency against the goods.

(d) SUPPLY CHAIN SECURITY: Seller will ensure compliance with the recommendations or requirements of all applicable governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), Administración General de Aduanas de Mexico's Authorized Economic Operator (Nuevo Esquema Empresa Certificada (NEEC) program), and the Export Control Law of China. At the request of Buyer or the appropriate Customs Authority, Seller will certify in writing its compliance with the foregoing.

(e) COUNTRY OF ORIGIN MARKING: Seller is responsible for marking all goods and containers in accordance with the country of destination marking rules and regulations for all shipments crossing international borders. If goods are manufactured in a country other than the country in which goods are delivered, Seller will mark goods "Made in (country of origin)" or in accordance with the destination country's requirements. Seller will also be responsible for providing to any

customs or other authorities any documentation or other data related to country of origin calculation by issuing certificates as necessary in favor of Buyer, and Seller shall notify Buyer if Seller becomes aware of any changes or mistakes that affect the certificate of origin.

(f) NON-COMPLIANCE: Seller agrees to assume, and to indemnify Buyer against, any and all financial responsibility including applicable duties, fees and penalties arising from Seller's failure to comply with these requirements and/or to supply Buyer with the information required to meet legal, reporting obligations, including, without limitation, any fines, penalties, forfeitures, or counsel fees incurred or imposed as a result of actions taken by the importing country's government.

25. TRANSACTIONAL TAX: Unless otherwise provided in this contract, the prices set forth in this contract will be exclusive of all transactional taxes, including any sales, use, excise, services, value added tax, goods and services tax, or similar tax, and these taxes should be separately identified by Seller in both Seller's quote and in this contract even if the tax rate is zero. Buyer will not be responsible for any transactional taxes charged by Seller that are not identified in this manner. Seller shall separately state all charges for transactional taxes on its invoices (or other such documents). Additionally, Seller shall provide Buyer with invoices or withholding certificates in line with the applicable tax laws in its country to enable Buyer to reclaim the transactional taxes and Seller will provide such documentation no later than when the payment to which the invoice relates is due from Buyer. Seller will be responsible for remitting the transactional tax to the applicable taxing authority except for those states or jurisdictions where Buyer has provided Seller with an appropriate exemption certificate or other similar tax certificate. Seller will use reasonable efforts to apply for such exemptions or tax benefits where applicable. Seller will not charge Buyer for any transactional taxes charged by a subcontracting supplier if such tax is recoverable by Seller, or if not recoverable, it would have been, had the transaction been structured through other entities (either Seller's or Buyer's affiliated companies). If transactional taxes are not recoverable by Seller, Seller agrees to provide detailed billing, customs or other documents as requested, which set out the transactional taxes paid or payable to any of Buyer's subcontracting supplier or to a taxing authority.

26. INVOICING; PRICING AND PAYMENT: If Buyer requests an invoice from Seller or if this contract requires Seller to invoice Buyer for the goods or services covered by this contract, promptly after each shipment of goods or performance of services, Seller will issue a single invoice for such shipment or agreed performance milestone to Buyer at the address, including email address if applicable, specified in this contract. Each invoice must comply with applicable law, if any, and include the following information regarding the corresponding shipment of goods or performance of services: (a) amount due (in the currency specified in this contract); (b) location of delivery or performance; (c) shipment or delivery information; (d) contract number; (e) if applicable, any relevant purchase order numbers of Buyer or Seller; (f) if applicable, the intra-EU VAT number; (g) for goods, net weight of the goods using the unit of measure specified in the order, and (h) if applicable, import information. Buyer may reject any invoice that is inaccurate or does not conform to these requirements, and Seller will promptly reissue any such rejected invoice. Buyer's failure to reject an invoice does not constitute Buyer's acceptance of the invoice or the goods or services to which such invoice pertains.

The payment date shall be conditional on Buyer's approval. The payment date shall be as specified on the purchase order and if not so stated then shall be made 60 days from the end of the month following the month of receipt by Buyer of an invoice. Payments may be made electronically (including, without limitation, by bank transfer or, if agreed in writing by Buyer, recorded bill of exchange, where applicable). Where Buyer has reasonable grounds to believe goods provided by Seller under this contract may be subject to any liens, claims or encumbrances, Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, that such goods are free of any liens, claims and encumbrances.

Seller shall assure that the goods remain competitive in terms of price, technology, design and quality with similar goods available to Buyer. If, in the reasonable opinion of Buyer, the goods do not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which another product is more competitive with respect to price, technology, design or quality. If, within 30 days, Seller does not agree to immediately sell the goods at a competitive price, or, if applicable, with comparable technology, design or quality, Buyer may terminate this contract and purchase from another Seller without liability to Seller.

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements to reduce Seller's costs, with the understanding that the savings (after financing) will be shared as follows: (i) Savings resulting from ideas

generated solely by Buyer (including savings resulting from the reduction in the content of the goods) shall be for the sole benefit of Buyer and (ii) savings resulting from ideas generated by Seller shall be shared in accordance with Buyer's policy in effect at the time the suggestion is presented to Buyer, or if no such policy is in effect then on an equitable basis as mutually agreed.

The price(s) for goods ordered shall not exceed the last price(s) for identical goods previously purchased from the Seller, unless the price increase is authorized by this order or approved by Buyer in writing. Unless Buyer agrees otherwise in writing, the price shall be fixed for the duration of the contract and unless otherwise expressly agreed in writing shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery charges and charges for special tests required by Buyer of which the Seller is aware.

Time for payment of the contract price shall not be of the essence of the contract. Failure to comply with the instructions set out herein or in a purchase order shall delay payment. Such delay shall not however affect Buyer's rights to any cash discount to be allowed on the goods. Buyer shall be entitled at all times to set off any amount owing at any time from the Seller to Buyer against any amount payable at any time by Buyer to the Seller.

27. SETOFF/RECOUPMENT: In addition to any right of setoff or recoupment provided by law, all amounts due to Seller under this or any other transaction between Buyer and Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries, and Buyer shall have the right to setoff such indebtedness against, or to recoup such indebtedness from, any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

28. NO ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, in any manner disclose to any third party, advertise, or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks, service marks, or trade names of Buyer in Seller's advertising or promotional materials.

29. CONFIDENTIALITY: Seller will ensure that the goods, services, and all related information covered by or in any way derived from this contract, including but not limited to design and manufacturing information, specifications, engineering drawing, negatives, data, information or any other trade secret of whatsoever nature belonging to Buyer or relating to Buyer or to the goods and/or the services being supplied and which Seller receives from Buyer ("Confidential Information") will be kept in strict confidence, provided however that this shall not apply to any information: (a) which at the time of disclosure is in the public domain or which becomes public after disclosure otherwise than through a breach of the contract by the Seller; or (b) which Seller can show by satisfactory proof to have been in its possession prior to disclosure hereunder. Seller will exercise all reasonable precautions to prevent unauthorized disclosure of Confidential Information to any third party. Seller will not use the Confidential Information for any purpose other than for executing its obligations under this contract. This provision will survive cancellation, termination, or expiration of this contract. Notwithstanding the foregoing, with respect to any contract with Bend All Automotive ULC as Buyer, the terms of such Buyer's Confidentiality Agreement and Non-Disclosure Agreement – Q4 3022 are an essential part of this Agreement and shall be signed by the Seller, and shall thereupon supersede this Section 29.

30. COMPLIANCE WITH LAWS; FORCED LABOR: Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, or standards that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract, and shall comply with the UK Modern Slavery Act and any similar applicable legislation. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract,

business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any Losses arising from or relating to Seller's noncompliance with the foregoing.

If this contract is issued in support of a U.S. Government prime contract or subcontract, Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Federal contractors and subcontractors must refrain from discharging, or otherwise discriminating against, employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees or applicants. Seller shall include this paragraph in each lower-tier subcontract it issues.

31. CYBER-SECURITY AND DATA PRIVACY: Seller shall comply with all applicable Data Privacy Laws in its creation, collection, receipt, transmission, storage disposal, use and disclosure of personal information about Buyer or Buyer's customers or any individuals affiliated with any of them ("Personal Information"), and shall be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of personal information under its control or in its possession. "Data Privacy Laws" shall mean applicable Laws relating to privacy and data protection, including, without limitation, the UK Data Privacy Act 2018, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national implementing laws, regulations and secondary legislation in any EU Member State relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and any applicable national implementing laws, regulations and secondary legislation in any EU Member State relating thereto, the laws of Canada, including without limitation, the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, the Personal Information Protection Act, R.S.A. 2003, c. P-6.5, the Personal Information Protection Act, R.S.B.C. 2003, c. 63 and an Act respecting the protection of personal information in the private sector, CQLR, c. P-39.1, U.S. federal and state privacy laws and regulations, including without limitation the California Consumer Privacy Act of 2018, and any successor legislation, the Cybersecurity Law of China and, once enacted, the Personal Data Protection Law of China, and the laws of any other country dealing with Personal Information. In addition, and without limitation, to the extent that personal information about one or more individuals are collected and/or transmitted by or on behalf of Seller to Buyer, Buyer's customer(s), and/or any other individuals or entities affiliated with or requested by Buyer, Seller represents and warrants that all such personal information has been collected in compliance with applicable Data Privacy Laws, and also that Seller has informed all concerned individuals of the purpose of such collection and transmittal of their personal information to the full extent required under applicable Data Privacy Laws. The restrictions and obligations set forth herein, as well as any and all other restrictions and obligations of Seller under any Data Privacy Laws, shall survive the termination of this Agreement.

Seller shall, at its expense, implement, maintain and enforce appropriate administrative, physical, technical and organizational measures and other protections for the proper security of all electronically available information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which personal information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with Data Privacy Laws, as well as these terms and conditions. Seller shall take all reasonable measures to secure and defend its physical premises, information systems and equipment against any virus or malware, or "hackers" and others who may seek, without authorization, to modify or access Seller's or Buyer's systems or the information found therein, and Seller shall periodically test its information systems for potential security vulnerabilities.

In the event of any actual or suspected unauthorized access to or disclosure or acquisition of Personal Information in violation of this Agreement or any Data Privacy Laws, or of any actual or suspected act or omission that compromises the security, confidentiality, or integrity of Personal Information, or the receipt of a complaint in relation to the privacy and data security practices of Seller that relates to Personal Information (each a "Cybersecurity Event") Seller shall inform Buyer of such Cybersecurity Event as soon as possible, and in any case within 24 hours, after Seller discovers such Cybersecurity Event. Seller shall at all times cooperate with Buyer, and follow Buyer's instructions with regard to such Cybersecurity Event, in order to enable Buyer to perform a thorough investigation into the incident, to formulate a correct response, and to take suitable further steps in respect of the incident. Seller shall, without undue delay, (a) provide Buyer with a summary of known information about such Cybersecurity Event, including the categories and approximate number

of both individuals and personal information records concerned, (b) implement required measures to remedy the effects of such Cybersecurity Event, (c) provide all additional information requested by Buyer about the Cybersecurity Event and corresponding response, and (d) within two weeks after Seller completes its investigation of the Cybersecurity Event, provide a report to Buyer, containing, without limitation, a description and timeline of the Cybersecurity Event, the cause(s) and suspected perpetrators of the Cybersecurity Event, the measures Seller has implemented to avoid similar future Cybersecurity Events, the nature and extent of information that may have been misappropriated, compromised, destroyed, or otherwise affected by or accessed as a result of the Cybersecurity Event, and any actual or potential financial impacts to each of Buyer and Seller as a result of the Cybersecurity Event.

In connection with the requirements of this Section, Seller shall, at its sole expense, promptly investigate the Cybersecurity Event and fully cooperate with Buyer's investigation, including by (i) providing Buyer with physical access to the facilities and operations affected; (ii) facilitating interviews with Seller's employees and others involved in the matter; and (iii) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Data Privacy Laws, industry standards, or as otherwise required by Buyer. Seller shall fully and promptly implement all required remedial actions to prevent the Cybersecurity Event from continuing and to prevent similar future events.

Seller will not inform any third party of any Cybersecurity Event without first obtaining Buyer's prior written consent, except when required to do so by law. Seller agrees that Buyer has the sole right to determine (a) whether to provide notice of the incident to any concerned individuals, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in Buyer's discretion, including the contents and delivery method of the notice; and (b) whether to offer any type of remedy to affected individuals, including the nature and extent of such remedy.

Seller shall assume all costs associated with a Cybersecurity Event, including but not limited to outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management) and/or credit monitoring, in the sole determination of Buyer. Seller agrees, at Buyer's request, if Buyer determines Seller is providing services that include processing of personal information outside of the EEA, to agree to a data processing agreement on the basis of EU Standard Contractual Clauses and implement any relevant additional measures to comply with EU law prior to any transfer of personal information from Seller or its Customer to Buyer.

32. NO IMPLIED WAIVER: The failure or delay of either party at any time to exercise any right or remedy provided under this contract or by law shall in no way affect the right to exercise such right or remedy at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision. No single or partial exercise of a right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

33. NON-ASSIGNMENT; SUBCONTRACTING: Seller may not assign, transfer, charge, subcontract, delegate or deal in any other manner with its obligations under this contract, in whole or in part, without Buyer's prior written consent. Any such consent of Buyer will not release Seller from, or limit, any of Seller's obligations under this contract. Seller warrants and guarantees that, if a subcontract is approved by Buyer, any such subcontractor's performance will satisfy all requirements applicable to Seller under this contract. Any direct or indirect change in control of Seller resulting from a merger, consolidation, stock transfer, asset sale or similar transaction shall be deemed an assignment or delegation for purposes of this contract that requires Buyer's prior written consent. Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this contract.

34. RELATIONSHIP OF PARTIES: Seller and Buyer are independent contracting parties and nothing in this contract 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 or in the name of the other. No one other than a party to this contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

35. GOVERNING LAW; JURISDICTION: This contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law principles that would require application of another choice of law, and any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with

applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

36. SEVERABILITY: If any provision or part-provision of this contract is deemed or declared invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision or part-provision 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 this contract shall remain in full force and effect.

37. ENTIRE AGREEMENT: This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and with the exception of any fraudulent or negligent representations supersedes all prior oral or written representations and agreements. This contract may only be modified by a purchase order amendment/alteration issued by Buyer.