



SUPPLIER GENERAL TERMS AND CONDITIONS

These Supplier General Terms and Conditions are between **RealTruck Group, Inc. ("RTG")** and any RTG subsidiary (as identified in the applicable purchase order(s) ("**Purchase Order(s)**"), herein referred to as "**Buyer**," and the party to the Purchase Orders issued by Buyer and having an address as specified on the Purchase Orders, on behalf of itself and its affiliates, hereinafter referred to as "**Seller**." Both Buyer and Seller (individually referred to as a "**Party**" and collectively referred to as the "**Parties**") agree to these terms and conditions for all Purchase Orders given by Buyer to Seller at any time.

1. ACCEPTANCE:

Each Purchase Order and Purchase Order revision issued by Buyer is an offer (an "**Offer**") to Seller for the purchase of goods and / or services by Buyer that includes and is governed by these Supplier General Terms and Conditions, the RealTruck Supplier Code of Conduct (the "**Code of Conduct**"), the terms contained in any addendum or supplement issued by Buyer and accepted by Seller (whether such acceptance is in accordance with the following or otherwise), any supplier manual provided or made available by Buyer to Seller, and any other documents incorporated by reference in a Buyer Purchase Order or in these Supplier General Terms and Conditions (collectively, the "**Terms**," and Purchase Order(s) and these Terms together, the "**Contract**"). Seller has read and understands these Terms and agrees that Seller's written acceptance or commencement of any part of the work or services under any Purchase Order (including, e.g., shipping goods) shall constitute Seller's acceptance of this Contract, including Buyer's Offer under a Purchase Order and these Terms. All terms and conditions proposed by Seller that are different from or in addition to these Terms, including, but not limited to, terms and conditions contained in any quotation / quote, invoice, or acceptance by Seller, are expressly objected to and rejected by Buyer. Any such proposal or attempted variance by Seller shall not operate as a rejection of an Offer, these Terms, or the Contract. If Seller accepts Buyer's Offer by any means provided for under these Terms or applicable law, the Offer, these Terms, and the Contract shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. Buyer's issuance of a Purchase Order does not constitute an acceptance by Buyer of any prior offer or proposal by Seller, and any reference in the Purchase Order or the Terms to any such prior offer or proposal (including any quotation / quote issued by Seller, whether such quotation / quote purports to contain Seller's terms of sale, if any) is solely to incorporate the description or specifications of the goods and / or services contained in such offer or proposal, but only to the extent that such description or specifications are not directly in conflict with Buyer's description and specifications contained in the Contract. Seller shall confirm to Buyer the receipt of each Purchase Order issued hereunder (each, a "**Confirmation**") within twenty-four (24) hours following Seller's receipt thereof, by EDI, facsimile, email, or mail service / courier. Each Confirmation must reference Buyer's Purchase Order number and include: (a) pricing; (b) lead-time; (c) confirmation of delivery dates; and (d) confirmation of acceptance of the Purchase Order; or, Seller shall advise Buyer of Seller's rejection of such Purchase Order, the date of rejection, and the basis for rejection, if applicable. If Seller fails to issue a Confirmation within the time set forth in this Paragraph but commences performance under such Purchase Order, Seller will be deemed to have accepted the Purchase Order and the Contract. Buyer may withdraw any Purchase Order prior to Seller's acceptance (or deemed acceptance) thereof; for the avoidance of doubt, short of a written acceptance from Seller, Buyer may withdraw a Purchase Order at any time from Seller.

2. QUANTITY AND DURATION:

The quantity or quantities applicable to each Purchase Order, and the duration applicable to each Purchase Order, shall be as specified by Buyer on the face of the Purchase Order. The quantity or quantities specified in a Purchase Order may be for any amount of Buyer's requirements for the goods, as specified by Buyer. Seller further acknowledges and agrees that Seller is obligated to provide goods to Buyer in the quantity or quantities specified in any release issued by Buyer under a Purchase Order. Releases may include projections or estimates for future quantities, but releases may only be binding upon Buyer for, and Buyer will have no obligation or liability beyond, the firm quantity or firm quantities specified by Buyer in the release. Notwithstanding anything to the contrary, if Buyer specifies that any quantity or quantities under any Purchase Order are firm quantities, then Buyer generally shall purchase all such firm quantities; provided, however, that if Buyer terminates a Purchase Order under this Contract for certain reasons (e.g., for cause or due to a breach by Seller under the Contract), then Buyer shall not be obligated to purchase any amounts under a Purchase Order. Seller acknowledges and agrees to accept the risk associated with the lead times of the various components or goods, regardless of whether any such quantity or quantities of any such components or goods are

specified under a firm release quantity or quantities provided by Buyer. If requested by Buyer in writing at any time, Seller shall maintain safety stock / inventory of any goods or components in amounts specified by Buyer.

3. SHIPPING AND BILLING:

Seller agrees: (a) to pack, mark, and ship goods properly in accordance with the requirements of Buyer, the involved carriers, applicable law, industry standards, and, if applicable, the country of destination; (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 on the Purchase Orders; (d) to provide with each shipment packing slips with Buyer's contract and / or release number and date of shipment marked thereon; (e) to mark each package properly with a label / tag according to Buyer's instructions; (f) to forward promptly 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 the correct tariff classification code as identified under the appropriate Harmonized Tariff System ("HTS") and the correct Export Classification Control Number ("ECCN"), where applicable, and identify all of the goods shipped in accordance with Buyer's instructions and the 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 and any domestic or foreign customs officials to identify the goods purchased easily. Other relevant provisions with which Seller must comply (e.g., providing country of origin information) are as set forth in these Terms and the Contract. Unless otherwise specified by Buyer in writing, via Purchase Order or otherwise, the terms of sale for all such shipments shall be Delivery Duty Paid ("DDP") as defined under Incoterms® 2020 (or whichever Incoterms® edition is most current, as may be updated from time to time). 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 provided by Seller to Buyer. Notwithstanding anything to the contrary, Seller will bear all risk of loss or damage with respect to the goods (and, the consequences of any potential, subsequent delays) until Buyer's receipt and acceptance of such goods in accordance with the terms hereof.

4. PRICING AND PAYMENT:

Depending on the applicable commercial terms as designated by Buyer, prices may include, and Seller may be responsible for, any and all applicable payments, costs, and expenses of any kind, up to and including, e.g., packing, crating, boxing, transporting, loading and unloading, customs, taxes, tariffs and duties, insurance, and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the goods. The terms of payment specified by Buyer (e.g., on Purchase Orders) shall control and may not be contradicted by any differing payment terms (e.g., those set forth on any invoices, proposals, or quotations / quotes rendered by Seller to Buyer). All prices previously agreed by Buyer and Seller are firm and are not subject to increase for any reason, including, e.g.: changes in market conditions; increases in raw material, component, labor, or overhead costs; labor disruptions; changes in program timing or length; or fluctuations in production volumes, unless Buyer agrees in writing in Buyer's sole discretion to discuss any prospective pricing adjustments with Seller. Seller represents and warrants that each of its prices offered to Buyer is at least as low as the price charged by Seller to any other purchasers of the same or similar goods or services as Buyer. If at any time during the term of a Purchase Order, Seller charges any other purchaser a lower price for the same goods or similar goods or the same services or similar services than Buyer, then Seller shall immediately apply that lower price to all same or similar goods and all same or similar services under an applicable Purchase Order for Buyer. If Seller fails to provide the lower price for Buyer, then Buyer may, in Buyer's sole discretion and without liability, in addition to all of Buyer's other rights under this Contract or at law, immediately terminate the applicable Purchase Order upon written notice to Seller.

5. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified by Buyer (e.g., in Buyer's schedules). Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified by Buyer (e.g., 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 the Purchase Orders. Where quantities and / or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases. In Buyer's sole discretion and at Buyer's option (but not as Buyer's exclusive remedy), Buyer may levy charge(s) against Seller for any failure of Seller to fulfill any of its obligations under this provision, in amounts determined by Buyer in its sole discretion on a case-by-case basis (and Seller agrees that Seller shall promptly pay Buyer such charge(s)), including, but not limited to: (a) charges for each part number that does not meet the prescribed delivery date on a Purchase Order; and (b) per-day and / or on-going charges, if any late delivery of any part number under a Purchase Order results in a line down situation at Buyer's business.

6. PREMIUM SHIPMENTS:

If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible (and in whatever manner directed by Buyer), all at Seller's sole expense. In the event that Seller refuses to use a more expeditious method as directed by Buyer, Buyer may, at

Buyer's option in Buyer's sole discretion and without liability, arrange for such shipping methods as Buyer deems necessary to meet the delivery requirements and recover all related expenses from Seller or cancel the applicable Purchase Order upon written notice to Seller. Unless otherwise expressly agreed to by the Parties in writing, Seller may not make partial shipments of goods to Buyer.

7. CHANGES; ESCALATION PROCEDURES:

- a. Buyer reserves the right, at any time, to direct changes, or to cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by any Purchase Order, including work with respect to such matters as inspection, testing, or quality control, and Seller agrees to make such changes as promptly as possible. Any difference in price or time for performance resulting from such changes may be equitably adjusted by Buyer, in Buyer's sole discretion, after receipt of documentation in such form and detail as Buyer may direct. Failure of the Parties to agree on the amount of, or need for, an equitable adjustment shall not constitute grounds for Seller to suspend or terminate performance of its obligations under the Contract. Seller may not make any change in design, processing, packing, shipping, or place of delivery without Buyer's written approval, subject to Buyer's sole discretion. Any changes to any Purchase Order or these Terms shall be made only in accordance with the applicable requirements set forth in these Terms or this Contract.
- b. Buyer reserves the right, at any time, to implement or to update escalation procedures, in Buyer's sole discretion, and Seller shall comply with all such escalation procedures, as directed by Buyer and as required in any of Buyer's applicable guides, manuals, policies, and similar documents.

8. SELLER QUALITY AND DEVELOPMENT; INSPECTION:

- a. Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time in Buyer's sole discretion. In addition, Buyer shall have the right to enter Seller's facility / facilities on an "as needed" basis to inspect all relevant documents, records, materials, equipment, tooling, and goods in the possession of or under the control of Seller relating to any of Seller's obligations under any Purchase Order or this Contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery, or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods, nor shall it constitute Buyer's approval of Seller's manufacturing practices or procedures. For the avoidance of doubt, Buyer's right to enter Seller's facility / facilities for inspection purposes, as set forth in this provision, also extends to all of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors, and Seller shall ensure that Buyer shall have full access to the facility / facilities of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors, consistent with this provision and to the same extent that Buyer has full access to Seller's facility / facilities.
- b. At Buyer's request and at Seller's sole cost and expense, Seller shall furnish to Buyer test samples of goods as required by Buyer to determine if their manufacture is in accordance with the specifications furnished by Buyer and in accordance with Buyer's quality standards. Seller shall perform quality inspections of goods before delivery and shall certify inspection results in any manner requested by Buyer.
- c. Seller shall provide any and all support as requested by Buyer to address and to correct quality concerns. In addition to Buyer's other rights and remedies, Buyer may hold Seller responsible for (and Seller shall promptly reimburse Buyer for) costs associated with quality-related issues, including, e.g., quality-issue investigation and containment, as well as subsequently required solutions to such quality-related issues.
- d. Seller shall, on a continuous basis, use Seller's best efforts proactively to identify ways to improve the quality, service, performance standards, and technology for the goods, including, e.g., through participation in Buyer's quality-improvement initiatives.
- e. To the extent that Seller provides goods that are or may be installed on original equipment at original equipment manufacturer(s) (OEM(s)), Seller shall conform to Buyer's customers' quality control standards, which may include compliance with industry standards, which may include, e.g., IATF 16949, ISO 9001, or VDA 6.1, or any other customer-specific requirements (CSR(s)).
- f. In addition to all of Seller's obligations to comply with all of Buyer's quality-related requirements, Seller hereby acknowledges and accepts Buyer's Supplier Quality Manual, as may be updated by Buyer in Buyer's sole discretion from time to time, and Seller hereby represents and warrants that Seller is and will remain in full compliance with all of the terms and conditions of Buyer's Supplier Quality Manual.

9. NONCONFORMING GOODS:

Seller acknowledges that Buyer will decide in Buyer's sole discretion whether to perform incoming inspections of the goods and Seller waives any rights to require Buyer to conduct such inspections. However, Buyer reserves the right to inspect the goods, in Buyer's sole discretion, and further, to determine in Buyer's sole discretion if the goods are nonconforming for any reason(s), including, but not limited to: visual or cosmetic nonconformities; functional nonconformities; and / or nonconformities with any specifications and / or warranties under the Contract. To the extent that Buyer rejects any or all goods under any Purchase Order as nonconforming for any reason, any and all costs associated with such nonconforming goods will be credited to Buyer from Seller in the form of a chargeback; for the avoidance of doubt, such costs may include, but are not limited to: raw materials; storage and handling expenses; administrative fees; additional third-party costs or activities; and any and all other costs incurred directly or indirectly by Buyer. Nonconforming goods may be held by Buyer at Seller's risk, in Buyer's sole discretion, and, in the event that Buyer elects to hold such nonconforming goods, then Buyer shall endeavor to use reasonable commercial efforts to follow any reasonable, written instructions from Seller with respect to holding such nonconforming goods. Seller's failure to provide written instructions within one (1) day (or such shorter period as may be commercially reasonable under the circumstances) from the date of notice of nonconformity from Buyer, shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods (at Seller's expense) without liability to Buyer. Payment for nonconforming goods shall not constitute an acceptance of the nonconforming goods, nor shall it limit or impair any of Buyer's rights to seek any legal or equitable remedies related to the nonconforming goods, nor shall it relieve Seller from responsibility for latent or obvious defects (no matter when such latent or obvious defects are discovered, and whether discovered by Buyer or by an end customer or end user), and further, such payment for and / or receipt of nonconforming goods does not cure the nonconforming aspect(s) of the nonconforming goods. In Buyer's sole discretion and at any time, Buyer may direct Seller to contract, at Seller's sole expense, with third-party inspection and containment service providers (or any other party, as appropriate) to address any issues or needs that may arise in connection with any of the foregoing.

10. FORCE MAJEURE:

Any delay or failure of either Party to perform its obligations shall be excused if Seller is unable to produce, sell, or deliver, or Buyer is unable to accept delivery, buy, or use, the goods or services covered by a Purchase Order, as the result of an event or occurrence beyond the reasonable control and foresight of the Party and without its fault or negligence, including, but not limited to, acts of God, natural disasters, fires, floods, windstorms, tornadoes, explosions, riots, wars, sabotage, court injunction or order, or any other similar and reasonably uncontrollable and unforeseeable event (each and any such event, a "**Force Majeure Event**"); provided, that written notice of such delay (including the anticipated duration of the delay) or of such failure to perform due to a Force Majeure Event shall be given by the affected Party to the other Party as soon as possible after the Force Majeure Event first impacts the affected Party (but in no event more than five (5) business days thereafter). During the period of such delay or failure to perform by Seller due to a Force Majeure Event, Buyer, at Buyer's option and without liability, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, or have Seller, if reasonably practicable despite the Force Majeure Event, provide the goods and services from other sources in quantities and at times requested by Buyer (unless prohibited by economic sanctions, export control laws, or other applicable laws), and at the price set forth in the existing Purchase Orders. In addition, Seller, at Seller's sole expense, shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer and if reasonably practicable despite the occurrence of a Force Majeure Event, Seller shall, within ten (10) days of being impacted by a Force Majeure Event, provide reasonable assurances that any delay caused by a Force Majeure Event shall not exceed thirty (30) days total. If the delay caused by a Force Majeure Event is reasonably likely to last more than thirty (30) days in Buyer's sole estimation, or Seller does not provide reasonable assurance to Buyer's satisfaction that the delay caused by a Force Majeure Event will cease within thirty (30) days, Buyer may immediately and without liability terminate all obligations to Seller, including, e.g., under any Purchase Orders.

11. WARRANTY:

- a. In addition to Seller's customer warranties, any express warranties set forth in the Contract, any statutory warranties, and any warranties implied by or available under applicable law, Seller expressly warrants, represents, guarantees, and acknowledges that: (i) Seller is not insolvent and is paying all of its debts as they become due; (ii) all financial information that Seller has provided to Buyer is true and accurate and fairly represents Seller's financial condition, and has been prepared in accordance with GAAP, uniformly and consistently applied; and (iii) the goods covered by any Purchase Order and / or otherwise delivered to Buyer by Seller: (A) shall strictly conform with all applicable specifications, drawings, statements on containers or labels, descriptions, and samples, whether furnished to or by Buyer, and all industry standards, laws, and regulations in force in countries where such goods are to be sold or used; (B) shall be free from defects in design, material, and workmanship and shall be new and of the highest quality; (C) shall be free and clear of all liens, claims, or other encumbrances, and that Seller is conveying good title to Buyer; (D) shall be merchantable, of good material and workmanship, free from defects, and safe; (E) have been selected,

designed, manufactured, sourced, and / or assembled by Seller, as applicable, based upon, and will be fit and sufficient for, the particular purpose(s) intended by Buyer, which purpose(s) Seller acknowledges are known to Seller; (F) shall be adequately contained, packaged, marked, and labeled; (G) in the case of services, all services performed on behalf of Buyer shall be performed in a competent, workmanlike manner; and (H) the goods, whether manufactured by Seller or manufactured by a third party and distributed or sold / re-sold by Seller, shall be manufactured, sourced, distributed, and / or sold / re-sold, as applicable, in accordance and in full compliance with all applicable federal, state, international, and local laws, regulations, industry standards, and any other applicable standards, labeling, transporting, licensing approval, or certification requirements in the United States or any other country where the goods will be sold or used.

- b. The warranties provided by Seller to Buyer under Paragraph 11.a.(i)-(ii) shall not expire. The warranty period regarding the warranties provided by Seller to Buyer under Paragraph 11.a.(iii) shall be the longer of: (i) any warranty period specified in any Purchase Order(s); (ii) any warranty period offered by Seller in writing or verbally, related to the goods specified in any Purchase Order(s); (iii) any warranty period specified by law; (iv) the warranty period given by Seller to its other customers for goods of like nature to those set forth on any Purchase Order(s) or otherwise delivered to Buyer; (v) a period of three (3) years from date of sale by Buyer to Buyer's end customer of such goods supplied by Seller; or (vi) any applicable warranty period offered to retail purchasers of the goods or of the end product(s) into which the goods are incorporated.
- c. Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a significant nature or in a significant portion of the goods, as determined by Buyer in Buyer's sole discretion, or a defect is discovered that, in Buyer's sole discretion, constitutes a threat of damage to property or to the health and / or safety of any person.
- d. In the event that Buyer, or Buyer's end customer, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products), on which the goods, or any parts, components, or systems incorporating the goods, are installed, to provide remedial action to address a defect or condition that relates to motor vehicle safety or reliability, or the failure of a 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 (a "**Remedial Action**"), the warranty period shall continue for such time period as may be dictated by Buyer, Buyer's end customer, or the federal, state, local, or foreign government where the goods are used or provided, and Seller shall fully comply with the requirements of this Contract. Notwithstanding the expiration of the warranty period, Seller shall nonetheless be liable for cost and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a determination by Buyer in Buyer's sole discretion (including, e.g., through the use of statistical analysis or other sampling methodology) that the goods fail to conform to the warranties set forth in this Contract. As determined by Buyer in Buyer's sole discretion, Seller shall pay all expenses associated with determining whether a Remedial Action involving the goods is necessary. Buyer and Seller agree that any Remedial Action involving the goods shall be treated separately and distinctly from similar Remedial Actions of other goods of Seller; provided, that such separate and distinct treatment is lawful and Seller shall in no event fail to provide at least the same protection to Buyer on such goods as Seller provides to its other customers in connection with such similar Remedial Actions. Further, Buyer may require Seller to provide support in any Remedial Action, regardless of whether Seller manufactured a good or sold or distributed a good manufactured by a third party to Buyer.
- e. If Seller breaches any of the foregoing warranties, Buyer shall have the right, in addition to exercising all other rights Buyer has under the Contract, Uniform Commercial Code, and any other applicable statutes or laws, to take the following actions, at Buyer's option and without liability: (i) retain the defective goods in whole or in part with an adjustment in the price for the goods, as determined by Buyer, in Buyer's sole discretion; (ii) require Seller to repair or to replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation, installation, and any similar costs, as determined by Buyer, in Buyer's sole discretion; (iii) correct or replace the defective goods with similar items and recover the total cost relating thereto from Seller, including the cost of product recalls, as determined by Buyer in Buyer's sole discretion; or (iv) reject the defective goods.
- f. These warranties shall survive inspection, test(s) / testing, delivery, acceptance, use, and payment by Buyer, and shall inure to the benefit of Buyer, Buyer's successors, assigns, customers, and the users of Buyer's goods and services. These warranties may not be limited or disclaimed. Payment for goods or services by Buyer will not constitute acceptance of the goods / services or a waiver of any warranty claim.

12. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients, materials, specifications, overall composition (e.g., material data sheets), assembly and wiring diagrams, and component part descriptions related to the goods provided by Seller to Buyer; (b) the quantities of each of the

foregoing; and (c) information concerning any changes in or additions to any of the foregoing; for the avoidance of doubt, Seller shall provide any and all of the foregoing information to Buyer promptly when requested by Buyer and in such form as requested by Buyer, regardless of whether Seller manufactured the relevant goods or sold or distributed the relevant goods to Buyer, and with respect to (c), Seller has an affirmative obligation to keep Buyer proactively informed of and updated on any changes in or additions to the foregoing, without any obligation of Buyer to request such information or updates. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer all legally required warnings and notices in writing (including, e.g., all appropriate labels on the goods, containers, packaging materials, etc.) of any hazardous material(s) and / or similar material(s) that is / are ingredient(s) or part(s) of any of the goods, together with any and all such special handling instructions, as may be necessary or required to advise carriers, Buyer, and their respective employees of how to exercise the 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 packaging shipped to Buyer. Seller shall fully comply with all applicable laws in all jurisdictions, domestic and foreign, where the goods are used or sold, including, but not limited to, laws regarding, e.g.: product safety; product content and / or composition; manufacturing byproducts or impacts of or from the goods; and any warning labels or other alerts that must be given either to Buyer or to any end user of the goods supplied by Seller to Buyer, regardless of whether Seller manufactured the goods or sold or distributed the goods from a third party to Buyer. Such laws include, but are not limited to, the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC.

13. INSOLVENCY:

Buyer may, without liability, immediately terminate its Purchase Order(s) and / or any other agreement(s), including, e.g., this Contract, with Seller in any of the following events or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee over Seller or the assets of Seller; or (e) execution of an assignment for the benefit of creditors by Seller; provided, that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event. Seller shall reimburse Buyer for any and all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorneys' and other professional fees and costs, expert witness fees and costs, and any other similar fees and costs, as determined by Buyer in Buyer's sole discretion.

14. PROTECTION AGAINST SUPPLY INTERRUPTIONS:

Seller shall, at Seller's sole cost and expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of goods to Buyer during any event or circumstance that could interrupt or delay Seller's performance under this Contract, including any labor disruption, whether or not resulting from the expiration of Seller's labor contracts (and whether or not such occurrence constitutes a Force Majeure Event hereunder). Seller shall notify Buyer at least one hundred eighty (180) days before the termination or expiration of any collective bargaining or other labor agreement that relates to Seller's personnel involved in the production or delivery of the goods. If a production stoppage at Buyer or Buyer's customer is caused by a breach of warranty or product recall of the goods, or any other cause attributable to Seller (other than for a Force Majeure Event as set forth in Paragraph 10), then, in Buyer's sole discretion and at Buyer's option (but not as Buyer's exclusive remedy), Buyer may levy charge(s) against Seller until full production resumes (and Seller agrees that Seller shall promptly pay such charge(s)), including, but not limited to, any per-hour charges and / or per-day charges that Buyer demands while production is stopped or only partially running.

15. DUTY TO ADVISE:

Seller shall promptly provide written notice to Buyer of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences (in no event later than two (2) business days after learning of any such events or occurrences, or no later than two (2) business days after learning that any such events or occurrences are planned or threatened for the future): (a) any failure by Seller to perform any of Seller's obligations under this Contract; (b) any delay in delivery of goods or performance of services; (c) any defects or quality problems relating to goods or to services; (d) any change in control of Seller; (e) any deficiency in any of Buyer's specifications, samples, prototypes, or test results that were provided to Seller; (f) any failure by Seller or by Seller's sub-contractors or common carriers to comply with any applicable law or regulation; (g) any litigation or arbitration brought against Seller related to the goods or the services; (h) any actions taken or investigations initiated by any governmental agency in connection with the goods or the services; (i) any legal actions initiated against Seller by governmental agencies or individuals regarding any illegal activities, including fraud, abuse, false claims, or kickbacks; (j) any voluntary or involuntary recalls of any goods; (k) any changes or adjustments in the tariff classification code of the goods previously provided to Buyer; (l) any reason to believe that the goods do not qualify for preferential duty treatment under any free trade agreement, when those goods were previously certified as originating; and / or (m) any relocation(s), closure(s), restructuring(s), construction, disruption, and / or project(s) affecting any of Seller's facility / facilities, locations, supply chain, or real estate generally, as well as any movement / re-allocation of equipment in or on such facility / facilities, locations, supply chain, or real estate. In addition, Seller shall promptly notify Buyer in writing of any other change that may be relevant to Buyer, generally, including, e.g., in Seller's authorized representatives, insurance coverage, qualifications, certifications of any kind (including, e.g., any professional or quality-related certifications), and / or any other similar changes (in no event later than two (2) business days after learning of any such events or occurrences, or no later than two (2) business days after learning that any such events or occurrences

are planned or threatened for the future). Further, to the extent that any of the foregoing events or occurrences outlined in (a) through (m) are yet to occur, or are planned or threatened to occur by Seller or regarding Seller in the future, then Seller shall provide written notice of such future or prospective events or occurrences with as much prior written notice to Buyer as possible, in no event less than six (6) months in advance of such future events or occurrences. If Buyer later learns of any failure (e.g., any act or omission) of Seller to provide any notice under this provision, then Buyer may recover all reasonable costs and damages caused by such failure of Seller to provide notice, and, in addition to any and all other rights available to Buyer under this Contract, Buyer may immediately and with no liability terminate this Contract and / or any Purchase Order(s) with Seller.

16. SELLER'S FINANCIAL CONDITION:

Seller shall promptly furnish Buyer with statements accurately and fairly evidencing Seller's financial condition as Buyer may, from time to time, request (Seller shall furnish such statements in no event later than two (2) business days after Buyer's request). Without limiting the foregoing, Seller shall furnish to Buyer copies of any quarterly and / or annual financial statements delivered by Seller to any of its creditors within seven (7) days following delivery of such financial statements to such creditor. Seller shall promptly notify Buyer, in writing, of any and all events that have had or may have a material adverse effect on Seller's business or financial condition (in no event later than two (2) business days after Seller learns of such event(s)), including, but not limited to: any change in or issues with any aspect of Seller's supply base (including, e.g., any changes in or issues with any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors); any change in management, sale, lease, or exchange of a material portion of Seller's assets; a change in control of Seller; or the breach of any loan covenants or other material obligations of Seller to its creditors.

17. TERMINATION FOR BREACH OR NONPERFORMANCE; SALE OF ASSETS OR CHANGE IN CONTROL:

- a. Buyer reserves the right, without liability, to terminate any or all agreement(s) between Buyer and Seller (or any or all part(s) of any such agreement(s)), including, but not limited to, these Terms, any Purchase Order(s), this Contract, any supply agreement(s), or any other business or commercial agreement(s) with Seller: (i) if Seller repudiates, threatens to breach, or breaches any of these Terms, any additional terms and conditions specified by Buyer on any Purchase Order(s), or any other terms of any other agreements with Buyer, including, e.g., Seller's warranties, as determined by Buyer in Buyer's sole discretion; (ii) if Seller fails to perform services or deliver goods as specified by Buyer, as determined by Buyer in Buyer's sole discretion; (iii) if Seller fails to make progress so as to endanger timely and proper completion of services or delivery of goods, as determined by Buyer in Buyer's sole discretion; (iv) if Seller and / or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors violate(s) any applicable forced labor, human trafficking, anti-corruption, or international trade laws, as well as any other laws or regulations of any kind in any jurisdiction, including, but not limited to, those referenced in this Contract, including, e.g., Paragraph 31 (regarding "COMPLIANCE WITH LAWS; CODE OF CONDUCT"); (v) if Seller fails to provide Buyer with assurance (to Buyer's satisfaction, in Buyer's sole discretion) of Seller's ability (or the ability of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) to perform timely any obligations under this Contract, including, e.g., under any Purchase Order(s), including, without limitation, with respect to the delivery of goods or the provision of services; (vi) if Seller fails to provide Buyer, within three (3) days after Buyer's request, with assurance (to Buyer's satisfaction, in Buyer's sole discretion) of Seller's financial and operational capability to perform timely any of Seller's obligations under this Contract; (vii) if Buyer terminates for breach any Purchase Order(s) issued by Buyer to Seller in accordance with the terms of such Purchase Order(s); or (viii) if Seller fails to remain competitive with respect to price, quality, delivery, technology, payment terms, customer support, or any other aspect of the relationship between Buyer and Seller, as determined by Buyer in Buyer's sole discretion. In the event of a termination under this Subpart (a), Buyer shall be entitled to recover from Seller, among other things, any and all costs (whether direct or indirect and of any kind) incurred by Buyer in purchasing substitute goods or services from an alternative seller. Additionally, in the event that an act of termination by Buyer under this Subpart (a) is determined by an applicable authority (e.g., a court of law) to be improper for any reason, the damages available to Seller shall be limited to the damages that Seller would have been entitled to receive if Buyer had terminated for convenience pursuant to these Terms. Notwithstanding the foregoing, with respect to a breach or failure by Seller as set forth in (i) through (iii), Buyer may decide to send written notice of its intention to terminate to Seller to provide Seller with a cure period of ten (10) days from the date of Seller's receipt of the notice (or such other length of cure period, as determined by Buyer in Buyer's sole discretion), if Buyer believes, in Buyer's sole discretion, that Seller may be able to cure such a breach or failure within the allotted cure period.
- b. Buyer may, without liability, terminate any or all agreement(s) and / or Purchase Order(s) with Seller, including, but not limited to, this Contract, upon giving at least five (5) days' prior written notice to Seller, if Seller: (i) sells, or offers to sell, a material portion of Seller's assets; or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged more than twenty percent (20%) of Seller's stock or other ownership interest (or another amount that effects a change in the control of Seller). Seller shall notify Buyer

immediately in writing in the event of the earlier of the entrance into an agreement or the occurrence of an event, described above in this Subpart (b). In the event that an act of termination by Buyer under this Subpart (b) is determined by an applicable authority (e.g., a court of law) to be improper for any reason, the damages available to Seller shall be limited to the damages that Seller would have been entitled to receive if Buyer had terminated for convenience pursuant to these Terms.

18. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate hereunder or under any Purchase Order(s), Buyer may, at Buyer's option and without liability, immediately terminate all or any part of Buyer's agreement(s) with Seller, including under any Purchase Order(s) and / or this Contract, at any time and for any reason, by giving notice to Seller. If applicable, upon such termination by Buyer, Seller may request only the following amounts from Buyer, if owed by Buyer as Buyer shall determine in Buyer's sole discretion, as Seller's sole remedy: (a) the contract price for all conforming goods and services that have been delivered in accordance with the Purchase Orders and these Terms; and (b) the actual costs of work(s)-in-process and raw materials incurred by Seller at Buyer's direction in furnishing the goods or services under the terminated Purchase Orders or other agreements, to the extent such costs are reasonable in amount, consistent with what was directed by Buyer, and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the agreements and Purchase Orders; less, however: (i) 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; (ii) the cost of any damaged or destroyed goods or material; and (iii) any other offsets Buyer may have against Seller. Buyer will make no payments for finished goods, services, work(s)-in-process, or raw materials fabricated or procured by Seller in amounts in excess of those authorized in firm delivery releases or otherwise directed by Buyer, nor for any undelivered goods that are in Seller's standard stock, nor for any goods that are marketable to other customers. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph and as expressly agreed by Buyer in writing, Buyer shall not be liable for and shall not be required to make any payments to Seller, directly or on account of claims by Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors, for any loss(es) of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facility / facilities and equipment rearrangement costs or rental, unamortized depreciation costs, capital expenditures or other investments, general and administrative burden charges, or any other costs and / or damages of any type or nature. Within five (5) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer in writing, with sufficient supporting data and documentation to permit Buyer's audit, and Seller shall thereafter promptly furnish such supplemental and supporting information and documentation as Buyer shall request. Buyer or Buyer's agents shall have the right to audit and examine all books, records, facility / facilities, work, material, inventories, and other items relating to any termination claim of Seller. If no claim is submitted within the five (5)-day period, then any claims of Seller against Buyer shall be deemed waived and released.

19. EFFECT OF EXPIRATION OR TERMINATION:

Immediately upon the effectiveness of a termination notice delivered by Buyer to Seller hereunder, Seller shall, unless otherwise directed by Buyer, and subject to Seller's obligation to provide transition cooperation to Buyer under Paragraph 32 (regarding "TRANSITION OF SUPPLY"): (a) promptly terminate all performance under this Contract and under any outstanding Purchase Order(s); (b) transfer title and deliver to Buyer all finished goods completed prior to effectiveness of the notice of termination; and (c) return to Buyer all property furnished by or belonging to Buyer (including, e.g., Buyer's Property, as defined herein) or dispose of such property in accordance with Buyer's instructions.

20. INTELLECTUAL PROPERTY:

- a. In addition to Seller's customer warranties, any express warranties set forth in the Contract, any statutory warranties or any warranties implied by law, Seller expressly warrants, represents, guarantees, and acknowledges that the goods covered by any Purchase Order(s) and / or otherwise delivered to Buyer do not, and are not claimed to, violate any intellectual property right of another (including, but not limited to, patent, trademark, copyright, industrial design right, or other proprietary right), and may be properly imported into the United States or any other relevant country.
- b. All work product, including, but not limited to, any idea, invention, concept, design, prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like that are created in the course of Seller (or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) performing under any Purchase Order(s) and under this Contract generally (e.g., in the context of request(s) for quote(s), design / engineering work (and related correspondence), and any other interactions and / or documents between Buyer and Seller), and any associated intellectual property rights therein or therewith, are the sole and

exclusive property of Buyer. Seller agrees that all works of authorship created by Seller (or by any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) in connection with each Purchase Order and under this Contract generally (e.g., in the context of request(s) for quote(s), design / engineering work (and related correspondence), and any other interactions and / or documents between Buyer and Seller) are "**works made for hire**" on behalf of Buyer as that term is used in connection with the U.S. Copyright Act. The term "**intellectual property**" as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, industrial designs, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is proprietary or confidential, is considered by Buyer to be proprietary or confidential, and / or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including but, not limited to, the Uniform Trade Secrets Act. Seller hereby assigns to Buyer ownership of all right, title, and interest (including moral rights) in the work product and any associated intellectual property, and further agrees to cooperate with Buyer and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Buyer to apply for, obtain, maintain, transfer, register, or enforce any intellectual property right related to any and all work product, works made for hire, goods, and / or services at the request of Buyer and expense of Seller. For the avoidance of doubt, Seller shall ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors shall fully comply with the foregoing requirements.

- c. Seller will defend, hold harmless, and indemnify: Buyer; Buyer's affiliates; Buyer's subsidiaries; Buyer's parents; Buyer's successors; and Buyer's and Buyer's affiliates', subsidiaries', parents', and successors' directors, officers, employees, and customers against any claims of infringement (including, but not limited to, patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret(s)) and resulting damages and expenses (including attorneys' and other professional fees) arising in any way in relation to the goods or services provided by Seller (or by any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) to Buyer, including such claims where Seller has provided only part of the goods or services; and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specifications.
- d. Seller is solely and exclusively responsible for any costs, losses, fines, or penalties (including attorneys' fees) resulting from the seizure, re-export, or destruction of counterfeit (or allegedly counterfeit) goods or goods subject to (or allegedly subject to) an exclusion order by U.S. Customs & Border Protection ("**CBP**") or other customs authorities.
- e. Seller hereby agrees that: (i) Buyer and / or Buyer's sub-contractor(s) has / have the right to repair, reconstruct, or rebuild the specific goods delivered without payment of any royalty to Seller (or to any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors); and (ii) parts manufactured based on Buyer's drawings and / or specifications may not be used for Seller's own use (or for the use of any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) or sold to third parties without Buyer's prior express written authorization.
- f. For the avoidance of doubt, Seller retains all intellectual property: (i) to which Seller held rights prior to the date of this Contract; or (ii) that was / were developed independently by Seller and not in furtherance of this Contract, including any Purchase Order(s). Nothing contained in the Contract nor any Purchase Order(s) shall be construed as granting any property right(s), by license or otherwise, in Buyer's intellectual property, and Seller (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) may not use any of Buyer's intellectual property other than to manufacture and supply goods and / or services to Buyer pursuant to and in full compliance with this Contract.
- g. In addition to the foregoing, Seller's obligations under this Paragraph 20 will apply to any work product and / or intellectual property created by consultants or independent contractors of Seller as if such consultants or independent contractors were employees of Seller. Seller will contractually bind any such consultants or independent contractors to contractual terms sufficient to enforce such obligations.

21. CONFIDENTIALITY AND NONDISCLOSURE:

- a. Unless determined otherwise by Buyer in Buyer's sole discretion, the protections provided for in this Paragraph shall be treated as supplementing the terms of any separate confidentiality and / or nondisclosure agreement(s) between Buyer and Seller. Nothing contained in these Terms shall be construed as abrogating

any protections to which Buyer otherwise may be entitled under the terms of another agreement regarding confidentiality and nondisclosure.

- b. As used in these Terms, “**Confidential Information**” shall mean any and all technical and business information provided by Buyer (or Buyer’s subsidiaries and / or affiliates) to Seller, including but not limited to: (i) patent and patent applications; (ii) trade secrets; and (iii) proprietary information of Buyer, Buyer’s subsidiaries and / or affiliates, or Buyer’s business partners, including, e.g., ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulas related to the past, current, future, and proposed products and services, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, customer information, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and information Buyer provides regarding third parties.
- c. Seller agrees that, at all times and notwithstanding any termination or expiration of this Contract, Seller will hold in strict confidence and not disclose Confidential Information of Buyer to any third party, except as approved in writing by Buyer, and that Seller will use the Confidential Information for no purpose other than performance of Seller’s contractual obligations to Buyer. Seller shall permit access to Confidential Information to only those of Seller’s employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Seller may not modify, reverse engineer, decompile, create other works from the intellectual property or sensitive information of Buyer, or disassemble any software programs contained in the Confidential Information without the prior written consent of Buyer. Seller is responsible for any breach regarding Confidential Information and any provision related thereto, and is further responsible for any such breach by: Seller’s employees and representatives; Seller’s subsidiaries, affiliates, suppliers, sub-suppliers, and sub-contractors; employees and representatives of Seller’s subsidiaries, affiliates, suppliers, sub-suppliers, and sub-contractors; and any third parties, to which or to whom Seller has shared Confidential Information.
- d. Seller shall immediately notify Buyer in writing upon discovery of any loss or unauthorized disclosure of Buyer’s Confidential Information.
- e. Upon written request of Buyer, Seller shall promptly return all documents and other tangible materials representing Buyer’s Confidential Information and all copies thereof.
- f. Seller recognizes and agrees that nothing contained in this Contract shall be construed as granting any property right(s), by license or otherwise, to any Confidential Information disclosed pursuant to this Contract, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Seller shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from Buyer’s Confidential Information.
- g. Seller acknowledges that a breach of this Paragraph will cause irreparable damage to Buyer and hereby agrees that Buyer shall be entitled to injunctive relief, as well as such further relief as Buyer may be entitled to, by law, equity, or contract.
- h. Seller’s obligations under this Paragraph will survive termination or expiration of the Contract. Seller’s obligations under this Paragraph shall terminate only when Seller can demonstrate that the Confidential Information in question: (i) was in the public domain at the time it was communicated to Seller; (ii) entered the public domain subsequent to the time it was communicated to Seller through no fault of Seller; (iii) was in Seller’s possession free of any obligation of confidence at the time it was communicated to Seller; (iv) was rightfully communicated to Seller free of any obligation of confidence subsequent to the time it was communicated to Seller; or (v) it was developed by employees or agents of Seller independently of and without reference to any information communicated to Seller.
- i. In the event that Seller is compelled by law, court order, or mandatory request from another government body to disclose Confidential Information, Seller shall promptly inform Buyer in writing of such an event and provide Buyer a reasonable opportunity to resist communication of the Confidential Information, and, to cooperate with

Buyer in seeking a protective order or other appropriate measure to ensure limited disclosure of the Confidential Information.

- j. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". BUYER MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
- k. Seller hereby agrees not to communicate any information to Buyer in violation of the proprietary rights of any third party.
- l. Seller hereby agrees not to export, directly or indirectly, any technical data acquired from Buyer pursuant to this Contract or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- m. Promptly upon the expiration of this Contract, the earlier termination of this Contract, or whenever requested by Buyer, Seller shall, as directed by Buyer: (i) return to Buyer or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Buyer's Confidential Information; or (ii) permanently erase all of Buyer's Confidential Information from Seller's computer systems. Further, promptly upon Buyer's written request, Seller shall certify in writing to Buyer that it has fully complied with the requirements of this Paragraph.

22. INDEMNIFICATION:

Seller shall indemnify and hold Buyer, Buyer's affiliates, Buyer's subsidiaries, as well as Buyer's, Buyer's affiliates', and Buyer's subsidiaries' directors, officers, employees, invitees, agents, and customers ("**Indemnitees**") harmless from and against any and all liability / liabilities, claims, damages, fines, penalties, losses, actions, judgments, demands, and expenses (including, e.g., attorneys' and other professional fees and costs) (collectively, "**Liabilities**") that is / are incurred by Indemnitees and / or brought against Indemnitees by reason of or on account of any breach of contract (including, but not limited to, these Terms and / or any Purchase Order(s)), violation(s) of law or regulation, warranty claim(s), product recall claim(s), product liability claim(s), injuries to persons (including death), or damage to property that is / are caused by Seller or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors and / or that is / are caused by any employees, agents, or invitees of Seller or of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors, or in any way attributable to the goods supplied by or the performance of services provided by Seller and / or Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors, including Seller's or their employees, agents, or invitees. Seller shall also indemnify and hold Indemnitees harmless from and against any and all Liabilities asserted against Indemnitees (whether civil or criminal) by any governmental authority or third party of any kind relating to, arising out of, or connected in any way with any of the goods supplied or services provided by Seller and / or by Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors to Buyer, whether such Liabilities relate to personal injury, damage, destruction, infringement (including any intellectual property and / or patent infringement), violation of law or regulation, or any other tort, contract, administrative, or criminal claim, whether deemed intentional, negligent, or otherwise. With respect to Buyer's and Indemnitees' right to indemnification hereunder, Buyer shall have the right to engage counsel of Buyer's choosing and to have Seller pay all of such counsel's costs and expenses, including all expert witness fees, arbitration fees, mediation fees, facilitation fees, and any other costs of the dispute resolution process, including any and all litigation costs.

23. INSURANCE:

- a. Through the term of this Contract and for no less than five (5) years after the termination of this Contract or any remaining Purchase Order (whichever comes later) between Buyer and Seller, Seller shall maintain insurance coverage with carriers acceptable to Buyer (with ratings of no less than an A.M. Best rating of "A-" or better) and in the amounts set forth herein. Prior to initiating any work for Buyer under this Contract (e.g., by delivering any goods to Buyer or by performing any services for Buyer) and for the life of this Contract and consistent with its terms and conditions, Seller shall: (i) provide to Buyer current certificate(s) (e.g., certificate(s) of insurance) showing compliance with the insurance requirements set forth herein, including endorsement(s) evidencing coverage required herein; and (ii) include Buyer as an additional insured party, on a primary and non-contributory basis, on all available, applicable insurance policies. The certificates shall provide that Buyer will receive thirty (30) days' prior written notice from the insurer of any termination or change in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this Contract. Seller shall specifically furnish certificates of insurance to the following Buyer entity and address, unless otherwise instructed by Buyer: RealTruck Group, Inc., 5400 Data Court, Ann Arbor, MI 48108. Seller shall also furnish certificates of insurance to Seller's key contacts with Buyer via email. All of the insurance required hereunder shall be endorsed to contain a waiver of subrogation against Buyer, any Indemnitees, and Buyer's insurer(s), and Seller shall

provide evidence thereof to Buyer. Seller waives Seller's right for Seller's insurer to subrogate against Buyer, any Indemnitees, and Buyer's insurer(s) for any claims Seller's insurer may have paid.

- b. For purposes of this Contract, the insurance coverage required ("**Insurance**") is as follows: (i) Workers' Compensation: statutory limits for the state(s) in which the contract is to be performed (or evidence of authority to self-insure); (ii) Employer's Liability: USD\$1,000,000 each accident for bodily injury by accident and USD\$1,000,000 each employee for bodily injury by disease; (iii) Commercial General Liability covering liability arising from premises, operations, independent contractors, products / completed operations, products liability, personal injury and advertising injury, and liability assumed under an insured contract: USD\$1,000,000 each occurrence and USD\$2,000,000 aggregate; (iv) Automobile Liability (including owned, non-owned, and hired vehicles): USD\$1,000,000 combined single limit; (v) Umbrella or Excess Liability providing USD\$5,000,000 limit in excess of and follow form of coverages in (ii), (iii), and (iv), above; (vi) if applicable, Maritime coverage: USD\$5,000,000 any one conveyance; (vii) if applicable, Professional Liability / E & O, including Manufacturer's E & O, with a limit of USD\$5,000,000 each occurrence and aggregate; and (viii) cybersecurity / cyber liability coverage with a limit of USD\$5,000,000 in the aggregate, including coverage for network and information security liability, regulatory / compliance defense and penalties, breach response, crisis management and public relations, cyber extortion (e.g., ransomware), and business interruption and extra expenses.
- c. For the avoidance of doubt, the Insurance that Seller must carry under this Contract shall not be construed in any way to limit Seller's liability to Buyer.

24. SELLER'S PROPERTY:

Unless otherwise agreed to by Buyer in writing, Seller, at Seller's sole expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, and other items ("**Seller's Property**") necessary for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be governed by a separate Purchase Order between Buyer and Seller; otherwise, no such costs may be imposed on 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 / or 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.

25. BUYER'S PROPERTY:

- a. All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, and all other items furnished by Buyer, either directly or indirectly, to Seller to perform Seller's obligations to Buyer, or for which Seller has been reimbursed by Buyer (whether directly or indirectly reimbursed, including, e.g., where Seller has recovered costs via overhead or amortization included in a good's or component's piece price), shall be and remain the property of Buyer and shall be held by Seller on a bailment basis ("**Buyer's Property**"). Seller acknowledges that any commercial or proforma invoices issued by Buyer for customs and foreign trade purposes shall not act to transfer ownership in Buyer's Property. Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property: (i) shall at all times be properly housed and maintained by Seller, at Seller's sole expense; (ii) shall not be used by Seller for any purpose other than the performance of Seller's obligations to Buyer; (iii) shall be deemed to be personalty (i.e., the personal, movable property of Buyer); (iv) shall be conspicuously marked by Seller as the property of Buyer; (v) shall not be commingled with the property of Seller or with that of a third party; and (vi) shall not be moved from Seller's premises without Buyer's prior written approval. Unless otherwise agreed to in writing by Buyer, Seller at Seller's sole expense shall keep Buyer's Property in good condition and repair, including repair necessitated by wear and tear and other usage by Seller. In the event that it becomes necessary, as determined by either Buyer or Seller, to replace any of Buyer's Property due to normal use by Seller, or otherwise, said replacement of Buyer's Property shall be at the sole expense of Seller and said replacement of Buyer's Property shall remain the property of Buyer (i.e., Buyer's Property). Buyer shall have the right, as needed, to enter Seller's premises (or the premises of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) at any time to inspect Buyer's Property and Seller's records with respect thereto, and Seller shall ensure Buyer has full access to Seller's premises (and the premises of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) as and when needed by Buyer. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer by Seller, or shall be immediately delivered to Buyer by Seller DDP to any location designated by Buyer (DDP as defined under Incoterms® 2020 (or whichever Incoterms® edition is most current, as may be updated from time to time)), or as otherwise specified by Buyer in writing. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on Buyer's Property or otherwise.

- b. Seller acknowledges and agrees that: (i) Buyer may not be the manufacturer of Buyer's Property, nor a given manufacturer's agent or a dealer thereof; (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit; (iii) Seller has inspected Buyer's Property and is satisfied that Buyer's Property is suitable and fit for its purposes; and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF BUYER'S PROPERTY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer shall not be liable to Seller for any loss, damage, injury, or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, its use or maintenance, or its repair, service, or adjustment, or by any interruption of service, or for any loss of business whatsoever or howsoever caused, including, without limitation, any anticipatory damages, loss of profits, or any other indirect, special, or consequential damages.
- c. Seller authorizes Buyer to file a UCC-1 financing statement or similar document with the appropriate filing authority to give notice of Buyer's ownership interest in Buyer's Property. Failure to file a financing statement will not alter or amend Buyer's ownership rights to Buyer's Property.
- d. Promptly upon Buyer's request (but in no event more than one (1) business day after Buyer's request), Seller shall provide Buyer with a complete and accurate written inventory of all of Buyer's Property in Seller's possession (or in the possession of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors).

26. SERVICE AND REPLACEMENT PARTS:

Seller will sell (and will ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors will sell) to Buyer goods necessary for Buyer to fulfill Buyer's current model service and requirements for replacement parts at the price(s) set forth in applicable Purchase Order(s). If the goods are systems or modules, Seller will sell (and will ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors will sell) the components or parts that comprise the system(s) or module(s) at price(s) that shall not, in the aggregate, exceed the price of the system(s) or module(s), less assembly costs. During the fifteen (15)-year period after Buyer completes current model purchases, Seller will sell (and will ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors will sell) goods to Buyer to fulfill Buyer's past model service and requirements for replacement parts. Unless otherwise agreed to by Buyer in writing, the price(s) during the first ten (10) years of this Contract shall be those in effect at the conclusion of current model purchases. For the remainder of the Contract, the price(s) for goods shall be as agreed to by the Parties mutually in writing. 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 (and Seller will ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors shall do the same).

27. 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 law or equity. Without limiting the foregoing, should Seller and / or Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors, as well as any goods and / or services provided to Buyer by Seller and / or by Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors under this Contract, fail to conform to, or to comply with, the terms, specifications, warranties, or any other provision(s) or requirement(s) as set forth in this Contract or under applicable law, Buyer may notify Seller at any time in writing, and Seller shall, immediately on request by Buyer in writing, fully reimburse Buyer for any and all direct, indirect, incidental, consequential, and / or special damages, as well as for any other damages, costs, expenses, and / or losses of any kind (including all legal fees, expert fees, and any other fees or costs), caused by any such failure(s) or instance(s) of nonconformity or non-compliance, including, but not limited to, any and all such damages, costs, expenses, and / or losses incurred by Buyer: (a) in inspecting, sorting, repairing, and / or replacing such nonconforming or non-complying goods; (b) resulting from production interruptions; (c) in conducting recall campaigns or other corrective service actions; (d) in needing to have any services corrected or re-performed; and / or (e) due to claims for personal injury (including death) and / or property damage. For the avoidance of doubt, if requested by Buyer in writing, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for failure(s) to conform and / or for nonconforming goods and / or services.

28. IMPORTS, EXPORTS, AND RESTRICTIVE TRADE MEASURES:

- a. Seller (including Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) and Seller's employees, representatives, and agents (and the employees, representatives, and agents of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) shall comply with all applicable customs, export control, and related requirements in the United States and any other jurisdictions where Seller (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) operate(s) or may need to operate to fulfill Seller's obligations under this Contract, and shall maintain all necessary policies and

procedures to that effect. Any credits or benefits resulting or arising from the Parties' agreement(s), including, e.g., under any Purchase Order(s), including, e.g., trade credits, export credits, or the refund of duties, taxes, or fees, shall belong to Buyer, which Seller shall take all steps necessary to achieve and to ensure (and which Seller shall ensure Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors will achieve and ensure, as well). Seller shall provide (and shall ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors shall provide) all information necessary (including written documentation, electronic transaction records, certificates of origin, and the correct HTS tariff codes) to permit Buyer to receive such benefits or credits, as well as to fulfill all customs-related obligations, including country of origin marking, import valuation, tariff classification, product-labeling requirements, and local or regional content requirements arising under national customs laws or Free Trade Agreements ("FTAs"), whenever applicable. Where applicable, Seller shall undertake such arrangements (and shall ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors shall undertake such arrangements) as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import. Additionally, Seller shall be exclusively responsible for obtaining any export licenses or other authorizations necessary for the export of the goods, unless otherwise required by applicable law or otherwise agreed in writing by the Parties, in which event Seller shall provide (and shall ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors shall provide) any information that Buyer or the relevant governmental authorities may deem necessary to enable Buyer to obtain such licenses, permits, or authorization(s). For the avoidance of doubt, if Seller (or Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) fail(s) to comply with any of the foregoing requirements at any time, then Buyer may, in Buyer's sole discretion, send Seller written notice of such failure to comply, giving Seller three (3) days to correct such failure (or such different period of time to correct such failure, as determined in Buyer's sole discretion), and if Seller subsequently fails to correct or refuses to correct such failure within such time period designated by Buyer, then Buyer may, without liability, terminate the applicable Purchase Order and / or this Contract, in Buyer's sole discretion.

- b. Prior to and with the shipment of the goods, Seller shall furnish (and shall ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors shall furnish) to Buyer, in the form of a Certification of Country of Origin provided by Buyer, complete information regarding the country of origin of any and all goods. Seller has a perpetual, on-going obligation (including on behalf of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) promptly to provide Buyer with updated information regarding the country of origin of any and all goods, and any other relevant information that Buyer requires under applicable law, and Seller further shall promptly furnish to Buyer complete, updated information regarding country of origin of any and all goods, whenever such updated information becomes available (in no event later than three (3) business days after Seller knew of, or should have known of, such information). If requested by Buyer, Seller shall promptly furnish to Buyer, in such form and detail as Buyer may direct, any further information regarding country of origin that Buyer may require. Seller acknowledges that, in complying with the foregoing, Seller shall work proactively and perpetually with Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors to ensure that Seller consistently and perpetually has all information necessary to comply with this provision, for Buyer's benefit and in compliance with all applicable laws and regulations. For the avoidance of doubt, Seller shall ensure all communications and documents required under this provision are provided in the English language to Buyer (including all such communications and documents that must be provided by Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors).

29. SETOFF/RECOUPMENT:

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) to Buyer (and Buyer's affiliates / subsidiaries), and Buyer shall have the right to set off against or to recoup any and all sums that Seller (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) owe(s) to Buyer (and Buyer's affiliates / subsidiaries) under any Purchase Order(s) or otherwise against and from any amounts due to Seller (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) from Buyer (and Buyer's affiliates / subsidiaries). If an obligation of Seller (or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) to Buyer (or any of Buyer's subsidiaries or affiliates) is disputed, contingent, or unliquidated, then Buyer (or any of Buyer's subsidiaries or affiliates) may defer payment of all or any portion of the amount(s) due until such obligation is resolved. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Purchase Orders between Buyer and Seller have not been assumed, then Buyer may defer payment to Seller, via an administrative hold or otherwise, for goods against potential rejection and other damages.

30. NO ADVERTISING:

Seller shall ensure that Seller will not (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors will not) in any manner advertise or publish the fact that Seller (or Seller's subsidiaries, affiliates, suppliers,

sub-suppliers, and / or sub-contractors) has / have contracted to furnish Buyer with any goods or services without first obtaining the prior written consent of Buyer, and Seller shall also ensure that Seller will not (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors will not) use any trademarks or trade names of Buyer in Seller's advertising or promotional materials (or in the advertising or promotional materials of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors).

31. COMPLIANCE WITH LAWS; CODE OF CONDUCT:

- a. **GENERAL.** Seller shall ensure at all times that Seller (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors), and any goods or services supplied or provided by Seller (or by any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors), shall fully comply with all applicable laws, rules, regulations, orders, conventions, ordinances, and standards of the country(ies) of destination or that relate to the manufacture, distribution, labeling, transportation, importation, exportation, licensing, approval, or certification of the goods and / or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, sub-contractor selection, discrimination, occupational health / safety, motor vehicle safety, anti-bribery and anti-corruption, and trade laws. Seller shall obtain and maintain (and shall ensure that all of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors obtain and maintain) all permits necessary under this Contract, including, e.g., any permits required for the import of goods or any raw materials and other manufacturing parts used in the production and manufacture of the goods, and the shipment of hazardous materials, as applicable.
- b. **FORCED LABOR AND HUMAN TRAFFICKING.** Seller further represents that neither Seller nor any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors have employed, are employing, or will employ slave labor, prison labor, child labor, labor from persons subject to human trafficking, or any other form of forced, involuntary, and / or illegal labor in the supply of goods or provision of services. At Buyer's request, Seller shall promptly certify in writing Seller's compliance with the foregoing and with any similar subject matter about which Buyer requests Seller's written certification of compliance, and Seller shall further ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors will equally and promptly provide any and all such certifications, whenever requested by Buyer. Buyer reserves the right, without liability, to terminate all or any part(s) of Buyer's agreement(s) with Seller, including, but not limited to, any Purchase Order(s) and / or these Terms, if Seller or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors engage(s) in any of the aforementioned, prohibited activities, or if Seller or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors fail(s) to fulfill any obligations set forth under this Contract. Seller shall indemnify and hold Buyer and Indemnitees (as defined previously herein) harmless from and against any and all government inquiries or enforcement actions, liability claims, demands, and / or expenses (including attorneys' or other professional fees and costs) arising from or relating to Seller's non-compliance with any of the foregoing (including any non-compliance by any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors), including, but not limited to, matters arising under U.S. customs laws, U.S. government contracting laws, and anti-slavery and human trafficking legislation in the United Kingdom and any and all other jurisdictions that are or may be / may later become relevant under this Contract.
- c. **ANTI-CORRUPTION AND INTERNATIONAL TRADE.** Buyer reserves the right, without liability, to terminate any or all of Buyer's agreements with Seller (including, e.g., any Purchase Order(s), these Terms, and any other business or commercial agreement(s)) or any or all parts of any of Buyer's agreements with Seller, if Seller (or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) violate(s) or is / are reasonably suspected of violating: (i) the Foreign Corrupt Practices Act ("FCPA") or other applicable laws prohibiting bribery and other corrupt transactions; (ii) the U.S. Bank Secrecy Act, as amended by the USA PATRIOT Act and other applicable Anti-Money Laundering ("AML") laws; (iii) the U.S. Export Administration Regulations ("EAR"), the U.S. International Traffic in Arms Regulations ("ITAR"), U.S. Anti-Boycott Regulations, and other applicable export control laws; (iv) the various U.S. economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of State; (v) any executive orders (including, e.g., the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); and (vi) any laws of similar effect applicable in the jurisdictions where Seller and / or any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors conduct business now or may later conduct business (whether pursuant to this Contract or otherwise), including, but not limited to, those enumerated or mentioned elsewhere in this Contract. Seller shall indemnify and hold Buyer and Indemnitees (as defined previously herein) harmless from and against any government inquiries or enforcement actions, liability claims, demands, and / or expenses (including attorneys' or other professional fees and costs) arising from or relating to Seller's non-compliance with any of the foregoing (including any non-compliance by any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors).

- d. **CODE OF CONDUCT.** At any time requested by Buyer in writing (and at least annually), Seller shall certify that Seller is in compliance with the Code of Conduct, posted for viewing at <https://realtruck.com/supplier-code-of-conduct>, as amended from time to time without obligation of further notice to Seller. Seller shall post the Code of Conduct in all facilities that supply any Buyer entity and shall provide necessary management and employee training to ensure compliance. Seller shall further ensure that Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors shall similarly comply with the foregoing obligations.
- e. **LANGUAGE OF CONTRACT & COMMUNICATION.** For the avoidance of doubt, any and all documents, paperwork, and communications of any kind under this Contract and generally in the relationship between Buyer and Seller shall be in the English language, and no other language besides the English language shall control. Seller shall ensure that Seller (and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) fully complies with this Paragraph at all times.
- f. **CYBERSECURITY.** At Seller's sole expense, Seller must, on behalf of itself and all of Seller's affiliates and subsidiaries: (i) maintain risk-based cybersecurity programs and best practices, supported by appropriate technical and operational measures, including policies and procedures, to protect to the fullest extent reasonably practicable the confidentiality, integrity, and availability of any and all of Buyer's systems and information, including, but not limited to, Confidential Information, to prevent disruption of the supply of goods and / or services, and to respond in a prompt and effective manner to any cybersecurity incident that may compromise any or all of Buyer's systems or information, including, but not limited to, Confidential Information, or may disrupt the supply of goods and / or services as contemplated under this Contract; (ii) maintain all appropriate and / or applicable controls and practices in line with recognized IT, security, and risk-management frameworks, including, but not limited to, ISO 27001 or SOC 2; (iii) promptly, but by no later than two (2) days subsequent to Seller's first knowledge of an incident, notify Buyer of any attempted or actual unauthorized possession, access, use, or knowledge of any or all of Buyer's systems or information, including, but not limited to, Confidential Information, by any person or entity that may become known or suspected by Seller; (iv) promptly, but by no later than two (2) days subsequent to Seller's first knowledge of an incident, furnish full details of the attempted or actual unauthorized possession, access, use, or knowledge, with an on-going duty immediately to update such details to Buyer, as needed; (v) assist Buyer and fully cooperate with Buyer in taking any and all actions necessary to resolve fully any issue and in investigating or preventing the recurrence of any attempted or actual unauthorized possession, access, use, or knowledge of any or all of Buyer's systems and information, including, but not limited to, Confidential Information; (vi) promptly take any action and / or adopt any other cybersecurity measures and related compliance requirements identified by Buyer, in Buyer's sole discretion and upon Buyer's direction; and (vii) promptly upon Buyer's request, and at Seller's sole expense, demonstrate compliance with any or all of the foregoing through a third-party audit or other reasonable measure directed by or, agreed upon by, Buyer, including, e.g., through a questionnaire regarding, e.g., cybersecurity or quality risk assessment, provided by Buyer to Seller. Seller shall also take all steps necessary to ensure that Seller's suppliers, sub-suppliers, and / or sub-contractors comply with the foregoing, and Seller shall further take full responsibility for any and all issues related to or arising from the foregoing on behalf of itself and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors.
- g. **NOTICE OBLIGATIONS & AUDIT RIGHTS.** For the avoidance of doubt, if Seller, on behalf of itself and any of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors, learns of any non-compliance, threatened non-compliance, or risk of non-compliance with any of the foregoing provisions, then Seller shall immediately notify Buyer and take all necessary steps to ensure full compliance with the provisions of this Paragraph and this Contract. Further, Buyer reserves the right to audit Seller to ensure Seller's full compliance with the provisions of this Paragraph and this Contract at any time (including full compliance by Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors), with or without notice to Seller, and Seller shall take all necessary steps to ensure that Buyer may exercise Buyer's audit rights, including with respect to auditing and ensuring the compliance of any or all of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors with the provisions of this Paragraph and of this Contract, generally.

32. TRANSITION OF SUPPLY:

Upon the expiration or earlier termination of any Purchase Order or this Contract for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of goods to Buyer regarding Buyer's needs during any subsequent, transitional period, and Seller shall continue to fulfill all of Buyer's needs under the previously agreed terms, conditions, and specifications as set forth under any applicable Purchase Order(s) and this Contract, as directed by Buyer. Among other things, Seller agrees to take such actions as may be required by Buyer to accomplish the transition from Seller to an **"alternative seller"** (which expressly includes, but is not limited to, Buyer, a Buyer-owned facility, or any Buyer-related entity or affiliate), including, without limitation, the following:

- a. Seller shall promptly provide all notices and documents / documentation of any kind necessary or desirable for Buyer to resource any Purchase Order(s) and / or related agreements to an alternative seller at any time requested by Buyer.
- b. In furtherance of a transition to an alternative seller, Seller hereby grants to Buyer, Buyer's affiliates, agents, and sub-contractors an irrevocable, perpetual, non-exclusive, fully paid-up, royalty-free, worldwide license to use any and all of Seller's intellectual property, including, e.g., drawings and specifications (including drawings and specifications for applicable tooling), to make, have made, reproduce, make derivatives of, use, import, export, and sell the goods. Upon Buyer's request, Seller agrees to provide all documents / documentation necessary for Buyer's use of such intellectual property.
- c. Seller shall maintain and provide a bank of goods, sufficient for Buyer's needs and properly stored at all times at Seller's sole expense, to ensure that the transition to any alternative seller chosen by Buyer will proceed smoothly, as determined and / or directed by Buyer. Seller shall sell and deliver such goods per standard releases from Buyer, at the prices and terms all as were specified and agreed by Buyer and Seller under applicable Purchase Order(s) for the goods and under this Contract. To the extent Seller distributes or re-sells goods manufactured by third parties to Buyer, and consistent with this provision, Seller shall take any and all steps necessary to ensure Buyer is able to purchase all goods that Buyer needs, as specified by Buyer in its sole discretion.
- d. As directed by Buyer, Seller shall provide overtime production, storage and / or management of extra inventory, extraordinary packaging and transportation, and other special services, at Seller's sole expense, unless otherwise agreed in writing by Buyer.
- e. Seller shall provide to Buyer all tooling and any other property furnished by or belonging to Buyer (including, e.g., Buyer's Property, as defined previously herein) or any of Buyer's customers in as good a condition as when received by Seller. Buyer and any alternative seller reserve the right to access and to participate actively during the disconnection or disassembly process for any Buyer property (including, e.g., Buyer's Property, as defined previously herein). The location, time, and date of the exit shall be as specified by Buyer.
- f. As directed by Buyer and at Seller's sole expense, Seller shall: (i) assign to Buyer any or all supply contracts, agreements, and / or Purchase Orders, whether for raw materials or components, or for finished goods; (ii) sell to Buyer, at Seller's cost, any or all perishable tooling, inventory, and / or work(s)-in-process relating to any supply contracts, agreements, Purchase Order(s), and / or this Contract; and / or (iii) sell to Buyer any of Seller's property relating to any supply contracts, agreements, Purchase Order(s), and / or this Contract, at a price equal to the unamortized portion of the cost of such items, less any amounts Buyer previously has paid to Seller for the cost of such items. Seller shall provide documents / documentation supporting the original cost of any unamortized items.
- g. As directed by Buyer and at Seller's sole expense, Seller shall: (i) promptly provide all requested information and documents / documentation regarding the goods and Seller's manufacturing process(es), including, e.g., bill-of-material data, tooling and process detail(s), and sample(s) of the goods and components; (ii) allow Buyer and any alternative seller to conduct on-site inspections of Seller's operations; and (iii) provide all notice(s) necessary or desirable for Buyer to resource the manufacture and supply of the Goods to an alternate seller.
- h. Seller shall ensure Seller's full compliance with all of the foregoing, including full compliance with all of the foregoing by Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors.

33. LIMITATIONS ON BUYER'S LIABILITY:

In no event shall Buyer be liable to Seller (or Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) for anticipated profits or for any special, punitive, exemplary, incidental, indirect, or consequential damages, or any similar damages or costs of any kind. Without limiting the foregoing, the Parties further agree that, with respect to all other claims, Seller's damages that Seller may be entitled to recover from Buyer under this Contract

shall be limited to the lesser of: (a) the value of goods or services purchased by Buyer from Seller in the two (2) weeks immediately preceding the alleged claim; or (b) twenty-five thousand U.S. dollars (USD\$25,000.00).

34. NO IMPLIED WAIVER:

The failure of Buyer at any time to require performance by Seller of any of Seller's obligations under this Contract shall in no way affect Buyer's right to require such performance by Seller at any time thereafter, nor shall the waiver by Buyer, in Buyer's sole discretion, of a breach of any provision of this Contract by Seller constitute a waiver by Buyer of any subsequent breach of the same or any other provision of this Contract by Seller.

35. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this Contract without Buyer's prior written consent. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and / or Seller's assigns for any claim arising out of or relating to this Contract.

36. 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 Party 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 Party.

37. GOVERNING LAW; JURISDICTION:

- a. For purposes of this Paragraph, including all Subparts thereto, Buyer's location shall be the location identified in the Contract for the specific Buyer entity that issued the applicable Purchase Order.
- b. This Contract and all other agreement(s) of the Parties shall be governed by and construed according to the laws of the State of Delaware, or to the laws of any country (and state / province, if applicable) that Buyer may otherwise specify in writing, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law.
- c. Any action or proceedings by Buyer against Seller may be brought, at Buyer's option, in whichever court(s) that Buyer directs, and Seller consents to jurisdiction, venue, and service of process in such court(s) in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer shall be brought by Seller exclusively in the state or federal court(s) of the country (and state / province, if applicable) where Buyer is located, based on the address of Buyer on the applicable Purchase Orders.
- d. In the event that Buyer is faced with the potential for irreparable harm due to any acts or omissions of Seller (and / or due to any acts or omissions of Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors) and Buyer pursues any action or dispute against Seller (or is already in the midst of any action or dispute against or with Seller), Seller agrees that Buyer is entitled to injunctive relief from the court(s) otherwise having jurisdiction over the action or dispute pursuant to Subpart (c) of this Paragraph, in which event Seller consents to jurisdiction, venue, and service of process in such court(s) in accordance with applicable procedures.

38. WITHDRAWAL OR RECALL OF GOODS:

In addition to the provisions of Paragraph 11 and any other applicable provision(s) of this Contract, if Buyer, any of Buyer's customers, and / or any governmental authority determines that any goods provided by Seller are defective and a recall campaign is necessary, Buyer will have the right, in Buyer's sole discretion, to implement such recall campaign and to decide whether to return the defective goods to Seller or to destroy such goods, at Seller's sole cost and risk and with Seller's full cooperation. If a recall campaign is implemented, in Buyer's sole discretion / option and at Seller's sole cost, Seller shall immediately replace any defective goods and provide such replacement goods to Buyer or Buyer's designee. The foregoing will apply even if any or all of the warranties set forth herein, and any other product warranty or warranties applicable to the goods, have expired. Seller will be liable for all of Buyer's costs associated with any recall campaign of any goods, based upon a determination, in Buyer's sole discretion, that the goods in question fail to conform to any of the warranties set forth in this Contract or otherwise applicable under law. Such costs may include, without limitation, repairs, replacements, reimbursements, transportation costs, costs involved with the removal of any goods subject to a recall, return of such goods, delivery, and installation of goods that replace the recalled goods, and any and all other associated costs and expenses incurred by Buyer in connection with such recall. Further, where applicable as determined by Buyer in Buyer's sole discretion, Seller shall pay all reasonable expenses associated with investigating and determining whether a recall campaign is necessary. For the avoidance of

doubt, Seller shall ensure compliance with all of the foregoing on behalf of itself and Seller's subsidiaries, affiliates, suppliers, sub-suppliers, and / or sub-contractors.

39. SEVERABILITY:

If any term(s) of these Terms, any Purchase Order(s), and / or the Contract is / are invalid and / or unenforceable under, e.g., any law, rule of law, statute, regulation, ordinance, and / or executive order, such term(s) shall be deemed reformed and / or deleted, as the case may be, but only to the extent necessary to resolve such invalid and / or unenforceable aspect(s), and the remaining provisions shall remain in full force and effect.

40. SURVIVAL:

Subject to the limitations and other provisions of this Contract, the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Contract. Further, Paragraphs 8, 9, 11, 12, 13, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 40, and 41 of this Contract shall survive the expiration or earlier termination of this Contract, as well as any other provision of this Contract that, in order to give proper effect to its intent, should survive such expiration or termination of this Contract.

41. ENTIRE AGREEMENT:

This Contract (including these Terms and the terms of any Purchase Order(s) from Buyer) constitute(s) the entire agreement between Buyer and Seller with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract (including these Terms and the terms of any Purchase Order(s) from Buyer) may be modified only through an amendment issued by Buyer, which Buyer may issue from time to time, with or without notice, either directly to Seller or on Buyer's website, in Buyer's sole discretion.