

Purchase Order Terms and Conditions – Direct Materials

1. **ACCEPTANCE OF CONTRACT:** Each purchase order, together with these terms and conditions and any documents specifically referenced herein (collectively, “Purchase Order”), is an offer by **Groupier Acquisition Company LLC dba Shiloh Industries LLC** (“Buyer”) to purchase the specified goods and/or services (the “Supplies”), and it is the complete and exclusive statement of such offer and agreement. Each Purchase Order will be deemed accepted by Seller upon these terms by shipment of goods, performance of services, commencement of work, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract. This order expressly limits acceptance to these terms and conditions, and any additional or different terms proposed by Seller are rejected unless expressly assented to in writing by Buyer. A Purchase Order does not constitute an acceptance by Buyer of any offer or proposal by Seller. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of this Purchase Order. No contract will exist except as above provided.
2. **ENTIRE AGREEMENT; AMENDMENT:** The parties agree that this Purchase Order, consisting of these terms and conditions, all documents specifically referenced, and all specifications, drawings, and data submitted to Seller, contains the complete and final contract between Buyer and Seller. No agreement or understanding to modify this Purchase Order will be binding upon Buyer unless in writing and signed by Buyer’s authorized representatives.
3. **QUANTITY AND DURATION**
 - (a) Seller must provide Supplies to Buyer in the quantity specified on the face of the Purchase Order. If the quantity is blank or states the quantity as “blanket,” “as directed,” or similar terms, the quantity will be 100% of Buyer’s requirements for the Supplies for use in the specific programs into which Buyer incorporates the Supplies.
 - (b) A release will specify a firm quantity of Supplies and may include projections or forecasts. Releases are only binding upon Buyer for, and Buyer will have no obligation or liability beyond, the firm quantity specified in the release. Seller acknowledges and agrees to accept the risk associated with the lead times of the various components if they are beyond the firm release quantities provided by Buyer.
4. **PRICING, TAXES:**
 - (a) The price for Supplies will be the amount shown on the face of this order and includes all charges related to preparation for and actual manufacture/formulation and delivery of the Supplies, and any taxes, tariffs, or duties imposed on Seller in connection therewith. Any change in price will be void unless issued in a Purchase Order amendment by Buyer.
 - (b) Seller represents that the price charged to Buyer for Supplies is at least as low as the price charged by Seller to purchasers of a class similar to Buyer under conditions similar to those specified in the Purchase Order and that all prices comply with all applicable laws and regulations in effect at the time of quotation, sale and delivery. Seller agrees that any price reduction implemented by Seller for any Supplies or related charges will apply to all shipments of such Supplies under the Purchase Order or any Purchase Order amendment from and after Seller’s implementation of the price reduction. If Seller offers a lower price for the same or similar goods or services to any other customer during the term of a Purchase Order, then to the extent permitted by law, Seller will immediately offer Buyer the same price for the Supplies on the same terms and conditions as was offered to the other customer.
 - (c) If Seller is required by law to collect any taxes or duties from Buyer, Seller will show each such item and the amount separately on the applicable invoice. Seller will remit the transactional tax to the applicable taxing authority except for the states where Buyer has provided Seller an appropriate exemption certificate.
5. **INVOICES, PAYMENT:**
 - (a) Seller will provide to Buyer an invoice for each separate shipment. Each invoice will include all required information, including item number and Purchase Order number. Buyer will pay to Seller all undisputed amounts within ninety (90) days after receiving the invoice, unless otherwise set forth in this Purchase Order. Seller will not submit an invoice for Supplies before delivery at the designated location. If a payment date falls on a non-business day, payment will occur on the following business day.
 - (b) If Buyer disputes the amount of any invoice, Buyer may deduct the amount in dispute. In addition to any right of setoff or recoupment allowed by law, all amounts due Seller or any of its subsidiaries or affiliates will be

considered net of indebtedness or obligations of Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates. Buyer may set off against or recoup from any amounts due or to become due from Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates, including but not limited to the Buyer's attorneys' fees and costs of enforcement. An "affiliate" of a party means any other company that controls, is controlled by, or is under common control with such party. For purposes of this definition, the term "control" means the ownership, directly or indirectly, of fifty percent (50%) or more of the capital or equity of a company or the ability, by voting securities, contract or otherwise, to elect a majority of the board of directors or other governing body of such company.

- (c) Seller will not have a right to payment for customer-funded tooling before Buyer is paid by Buyer's customer for such tooling. Seller, who is a directed supplier, will not have a right to receive payment from Buyer until Buyer is fully paid by Buyer's customer for the products into which Seller's Supplies are incorporated. Buyer may, at its option and upon notice to Seller, revise its payment terms for Supplies to take into account any change in the payment terms of Buyer's customer applicable to the Supplies under any purchase order.
6. **CHANGES:** Buyer reserves the right to make written changes in any one or more of the following: (a) specifications, drawings, and data incorporated in this contract where the items to be furnished are to be specially manufactured for the Buyer; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery; and (f) any projections or forecasts included in a release. Any such changes will be deemed not to affect the time for performance or cost under the Purchase Order unless: (a) Seller provides Buyer with written notice of a claim for adjustment to time for performance or cost within ten (10) days after Buyer's notice to Seller of the change and (b) after auditing such claim, Buyer determines that an adjustment (up or down) is appropriate. Any such claim by Seller for adjustment to time for performance or cost under a Purchase Order must be solely and directly the result of the change directed by Buyer and any notice of such claim will be effective only if accompanied by all relevant information sufficient for Buyer to verify such claim. In addition, Buyer will have the right to audit all relevant records, facilities, work or materials of Seller to verify any claim. Seller will consider and advise Buyer of the impact of a design change on the system in which the Supplies covered by the Purchase Order are used. Nothing in this Section will excuse Seller from proceeding with the Purchase Order as changed.
7. **DELIVERY:**
- (a) Deliveries will be made both in quantities and at times specified on the Purchase Order or releases furnished by Buyer. Delivery will be DDP Buyer's facility (Incoterms 2010), unless otherwise set forth in this Purchase Order. Time is of the essence in this contract, and if delivery of Supplies or rendering of services is not made in the quantities and at the times specified, Buyer reserves the right without liability to take either or both of the following actions: (i) direct expedited routing of Supplies (the difference in cost between the expedited routing and the original routing costs will be paid by Seller); (ii) terminate this contract by written notice effective when received by Seller as to stated Supplies not yet shipped or services not yet rendered and purchase substituted goods or services elsewhere and charge Seller with any loss incurred.
 - (b) Premium shipping expenses and/or other related expenses necessary to meet Buyer's delivery schedules will be Seller's sole responsibility, unless the delay or expense was solely the result of Buyer's gross negligence or intentional misconduct and Seller provides Buyer with notice of any claim against Buyer within ten (10) days after the occurrence of the alleged action of Buyer giving rise to such claim.
 - (c) Buyer is not liable for any Supplies delivered to Buyer in excess of firm quantities specified in this contract and delivery schedules. Such Supplies will be subject to rejection and return at Seller's expense, including transportation charges both ways.
 - (d) Notwithstanding any agreement concerning payment of freight expenses, except where shipment is by Buyer's vehicle, title to the Supplies and risk of loss will not have shifted to Buyer until the Supplies have been delivered to and accepted at Buyer's facility.
8. **INSPECTION AND ACCEPTANCE:** Payment for any Supplies under this contract will not constitute acceptance thereof. All Supplies are subject to inspection at Buyer's destination either before or after payment or before or after acceptance at Buyer's option. Buyer reserves the right to reject Supplies not in accordance with the instructions, specifications, drawings and data, or Seller's warranties (expressed or implied). Supplies not accepted will be returned to Seller for full credit or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways. No

replacement of rejected Supplies will be made unless specified by Buyer in writing. Buyer will not be liable for failure to accept any part of the Supplies if such failure is the result of any cause beyond the control of Buyer. Such cases include, but are not limited to: any force majeure event provided for in Section 24; strikes; differences with employees; casualties; delays in transportation; inability to obtain materials, labor, or machinery; or total or partial shutdown of Buyer's plant for any cause. Acceptance of any part of the Supplies will not bind Buyer to accept future shipments nor deprive it of the right to return Supplies already accepted. Acceptance of all or any part of the Supplies is not a waiver of Buyer's right either to cancel or to return all or any portion of the Supplies or to make any claim for damages, including loss of profits or other special damages occasioned by the Buyer.

9. **PACKING, DRAYAGE, AND CONTAINERS:** The Supplies provided by Seller will be properly packed, marked, loaded, and shipped. Seller will follow any shipping or packaging instructions issued by Buyer. Seller will reimburse Buyer for all expenses incurred due to improper packing, marking, or loading. No charges for packing, drayage, or containers will be allowed unless specified on the face of this order or specifically listed as an additional and separate charge on Seller's quotation and acceptance of this order. Seller will properly pack and label any hazardous materials and will notify Buyer in writing and with sufficient advance warning that such shipment contains hazardous materials, along with any special handling instructions as may be necessary.
10. **QUALITY MANAGEMENT SYSTEM:** Seller agrees to meet the Quality Management System requirements specified in the Shiloh Global Supplier Quality Manual for the contracted products or services during the agreed upon time frame.
11. **SELLER'S WARRANTIES:**
 - (a) "Warranty Period" means, for each of the Supplies provided, the time period beginning on the day of first use of the Supplies by Buyer or acceptance by Buyer, and continuing until the later of: (i) twenty-four (24) months; (ii) the period provided under applicable law; or (iii) the same period of time that Buyer warrants the products into which Buyer incorporates the Supplies. Seller may contact Buyer's representative for information regarding the products into which the Supplies are incorporated.
 - (b) In addition to Seller's customer warranties, any express or statutory warranties, and any warranties implied by law, Seller expressly warrants that all of the Supplies: (i) may be properly imported into the United States or any other country; (ii) will strictly conform with all specifications, drawings, statements on containers or labels, descriptions, and samples furnished to or by Buyer, as well as all industry standards, laws, and regulations in force in countries where such Supplies or vehicles equipped with such Supplies are to be sold; (iii) will be free from defects in design, material and workmanship and will be new and of the highest quality; (iv) will be free and clear of all liens, claims, or other encumbrances, and that Seller is conveying good title to Buyer; (v) will be merchantable, of good material and workmanship, and safe, fit and sufficient for the particular purposes intended by Buyer, which purposes Seller acknowledges are known to it; (vi) will be manufactured in accordance with all applicable laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements; and (vii) will be free of any actual or claimed patent, trademark, or copyright infringement by any third party and do not incorporate any intellectual property of any third party. Seller further warrants it has complied with QS 9000, ISO 14001, IATF 16949, PPAP, APQP, and the various OEM End of Life Vehicle ("ELV") reporting and other requirements. Services performed under this Purchase Order will be performed in a competent, workmanlike manner, consistent with industry best practices.
 - (c) These warranties will survive inspection, testing, delivery, acceptance, use, and payment by Buyer and will inure to the benefit of Buyer, its successors, assigns, customers, and the users of Buyer's goods and services. These warranties may not be limited or disclaimed. Any statute of limitations for any warranty claim will not begin to run until Buyer discovers such defect.
 - (d) Seller waives any claim against Buyer and Buyer's customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Buyer or Buyer's customers for breach of warranty against infringement of any patent, trademark, copyright, or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer.
 - (e) If Buyer experiences any breaches of the foregoing warranties, Buyer will have the right to take the following actions, at Buyer's option: (i) retain the defective Supplies, in whole or in part, with an appropriate adjustment in the price for the Supplies; (ii) require Seller to repair or replace the defective Supplies in whole or in part at Seller's sole

expense, including all shipping, transportation, and installation costs; (iii) correct or replace the defective Supplies with similar items and recover the total cost from Seller, including the cost of product recalls; or (iv) reject the defective Supplies.

12. RECALL OR FIELD ACTION; SAFETY ISSUES:

- (a) In the event that Buyer or Buyer's customer makes an offer to owners of vehicles (or other finished products) on which the Supplies are installed or incorporated to provide remedial action to address a defect or condition that relates to motor vehicle safety or reliability or the failure of the vehicle to comply with any applicable law, safety standard, or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (a "Remedial Action"), the Warranty Period will continue for such time period as may be dictated by Buyer's customer or the government where the Supplies are used or provided, and Seller will fully comply with Buyer and Buyer's customers during the Remedial Action.
- (b) Seller will be liable for cost and damages associated with any Remedial Action to the extent that such Remedial Action is based upon Buyer's reasonable determination the Supplies fail to conform to the warranties set forth in this Purchase Order. Where applicable, Seller will pay all reasonable expenses associated with determining whether a Remedial Action involving the Supplies is necessary. Buyer and Seller agree that any Remedial Action involving the Supplies will be treated separately and distinctly from similar Remedial Actions of other goods or services of Seller, provided that such separate and distinct treatment is lawful.

13. PROPERTY OF BUYER: All property furnished to Seller or paid for by Buyer or Buyer's customer is and will remain, including any replacement, property of Buyer ("Buyer's Property"). The relationship of Seller to Buyer's Property is one of bailment. Informational or other filings may be made at Buyer's option under the Uniform Commercial Code. Seller irrevocably authorizes Buyer to prepare and file Uniform Commercial Code financing statements confirming Buyer's continued ownership of Buyer's Property as Buyer reasonably deems appropriate to protect its interests. Buyer's Property, other than material, will not be modified without the written consent of the Buyer. Buyer's Property will be plainly marked or identified by Seller as "Property of Shiloh Industries LLC", and will be safely stored separately from Seller's property. Seller will not use Buyer's Property except to perform this contract or as authorized in writing by Buyer. Buyer's Property will be kept in good condition, held at Seller's risk, and kept insured by Seller, at Seller's expense, in an amount equal to the replacement cost with loss payable to Buyer. Unless Buyer's Property is material consumed in the performance of the order, it is subject to inspection and removal by Buyer, and Buyer will have the right of entry for such purpose upon reasonable notice and without any additional liability to Seller. As directed by Buyer, Seller will disclose the location of such property, prepare it for shipment, and ship it to Buyer in as good condition as originally received by Seller, reasonable wear and tear excepted. Seller expressly waives and releases any statutory, equitable, or other liens that Seller has or might have on or in connection with the Buyer's Property.

14. PROPRIETARY RIGHTS:

- (a) All technical information, including but not limited to, designs, blueprints, specifications, engineering data, or product know-how which is supplied to the Seller by the Buyer to facilitate or assist in the performance of this Purchase Order will, unless otherwise agreed, be considered and kept confidential by Seller, and Seller will use and cause its employees and agents to use extreme caution not to disclose any such information.
- (b) "Work Product" means all work product created in the course of performing any Purchase Order, including all ideas, discoveries, developments, and inventions (whether patentable or not, whether reduced to practice or not, and whether included in the Supplies delivered to Buyer or not) and any associated intellectual property rights. Seller agrees that all Work Product is considered "work made for hire" on behalf of Buyer as that term is used in connection with the U.S. Copyright Act. Seller assigns to Buyer, agrees to assign to Buyer, and agrees not to otherwise make use of, any Work Product conceived or reduced to practice in the performance of this Purchase Order by any employee of the Seller or other person working under Seller's direction, and such assignment will be considered additional consideration for the making of this contract. Seller will promptly disclose to Buyer in writing when any ideas, discoveries, developments, or inventions are created in the course of performing any Purchase Order. Seller will deliver to Buyer any and all information relating to any such Work Product and will cause employees or others to enable Buyer to file applications of patents throughout the world and to obtain title thereto.
- (c) Seller grants to Buyer an irrevocable, world-wide, perpetual license to any intellectual property included in the Supplies.

15. **CONFIDENTIALITY:** For the term of this Purchase Order and for five (5) years after, Seller will keep confidential all Buyer's proprietary, confidential, and valuable information including, but not limited to, manufacturing processes, equipment, new processes and procedures, know-how, customer and supplier information, trade secrets and business techniques ("Confidential Information"). Seller will not disclose to or use Confidential Information with or for the benefit of itself or any third party without prior written consent from Buyer. Seller will use industry best practices to keep Buyer's Confidential Information confidential, but at least the same protection it uses to protect its own information. Upon request, Seller will return to Buyer all materials (in any form) that include, incorporate, or otherwise reference Confidential Information.
16. **NON-INFRINGEMENT:** Seller expressly warrants that the Supplies do not, and are not claimed to, violate any patent, trademark, copyright, or trade secret and do not incorporate any intellectual property of any third party. Seller warrants that it has the right to disclose all information it discloses to Buyer. Seller agrees to defend, hold harmless, and indemnify Buyer and Buyer's customers against all claims and expenses (including attorneys' fees) arising out of any suit, claim, or action for: (i) actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, copyright, or other proprietary right by reason of the manufacture, use, or sale of the Supplies, including infringement arising out of compliance with specifications furnished by Buyer, or derived therefrom; or (ii) actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions. Seller waives any claim against Buyer and Buyer's customers, whether known or unknown, in any way related to a claim asserted against Seller or Buyer or Buyer's customers for infringement of any patent, trademark, copyright, or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer.
17. **INDEMNIFICATION:**
- (a) Seller will indemnify, hold harmless, and reimburse Buyer and Buyer's affiliated companies, their directors, officers, employees, invitees, agents, and customers ("Indemnitees") from and against all liability, including reasonable attorneys' fees, incurred by Buyer or Buyer's affiliated companies by reason or on account of breaches of this Purchase Order, warranty claims, product recall claims, product liability claims, injuries to or death of persons, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, its employees, agents, or invitees. Seller's obligation to indemnify Buyer will not apply to any claims solely arising from Buyer's gross negligence or willful misconduct. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller's indemnity. This indemnification obligation will be in addition to Seller's warranty obligations.
 - (b) Buyer will notify Seller within a reasonable time of becoming aware of any actual or potential liabilities. Seller, at Buyer's option and at Seller's expense, will undertake defense of such actual or potential liabilities through counsel approved by Buyer. Seller will first obtain authorization from Buyer before settlement is made of the actual or potential liabilities if the terms of such settlement could materially adversely affect Buyer. In the alternative, Buyer may elect to undertake defense of such liabilities to the extent it is asserted against Buyer, and Seller will reimburse Buyer on a monthly basis for all expenses, attorneys' fees, and other costs incurred by Buyer.
18. **INSURANCE:** Seller will maintain and carry insurance in full force and effect in accordance with Exhibit A. Seller further agrees to furnish an Insurance Carrier's Certificate to Buyer showing Seller has insurance coverage in accordance with Exhibit A. Said certificate must set forth the amount of coverage, number of policy, and date of expiration. If Seller is self-insured for purposes of Workers' Compensation & Employers Liability, the Certificate of the Department of Labor and Industry of the State in which said labor is to be performed (or the equivalent in such State) must be furnished by such Department directly to Buyer.
19. **TERMINATION FOR DEFAULT:** Buyer has the right to cancel immediately all or any part of each Purchase Order, without any liability, in the event of any default by Seller. An event of default includes, among others: (i) if Seller repudiates, breaches, or threatens to breach any of the terms of the Purchase Order, including, without limitation, Seller's warranties; (ii) if Seller fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order, including, without limitation, delivery of Supplies; or (iii) if Seller fails to remain competitive with respect to price, quality, delivery, technology, payment terms, or customer support. In the event of a cancellation for default, Buyer will be entitled to recover from Seller, among other things, all costs incurred by Buyer in purchasing substitute Supplies from an alternative supplier. Additionally, if a cancellation for default by Buyer is determined to be improper for any reason, such cancellation will be considered to be made a termination under Section 19, **TERMINATION FOR CONVENIENCE.**

20. TERMINATION FOR CONVENIENCE:

- (a) Buyer may terminate this Purchase Order, in whole or in part, by thirty (30) days' written notice of termination. Upon receiving notice of termination, Seller will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work. Seller will promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding transfer and disposition of title to the possession of such work and material.
- (b) Buyer will pay Seller, without duplication, the order price for finished work accepted by the Buyer and the cost to Seller of work in process and raw material allocable to the terminated work based on any audit Buyer may conduct, minus (i) the reasonable value or cost (whichever is higher) of any item used or sold by Seller without Buyer's consent; (ii) the agreed value of any items used or sold by Seller with Buyer's consent; (iii) the cost of any defective, damaged, or destroyed work or material; and (iv) any costs that could have been avoided by Seller. Buyer will only be liable for the costs associated with a maximum of two (2) weeks finished Supplies and six (6) weeks of work in process and raw materials, in any combination. Any costs associated with Seller's inventory levels' being over the above stated maximum levels without written authorization from Buyer are solely the responsibility of Seller. Seller will submit all its claims resulting from such termination within sixty (60) days after receipt of such notice of termination. Buyer will have the right to check such claims at any reasonable time by inspecting and auditing the records, facilities, work or materials of Seller relating to this order, with notice to Seller.
- (c) Payments made under this Section will not exceed the aggregate price for any firm releases outstanding on the date of termination. Payment under this Section will constitute the Buyer's only liability in the event this order is terminated under this Section 19.

21. NO TERMINATION RIGHT BY SELLER: In recognition that Buyer's commitments to its customers are made in reliance on Seller's commitments under this Purchase Order, Seller has no right to terminate any Purchase Order.

22. COMPLIANCE WITH APPLICABLE LAWS: Seller and the Supplies will comply with all applicable laws and all applicable foreign or international statutes, rules, regulations, and orders including, but not limited to, the Foreign Corrupt Practices Act ("FCPA") and other anti-bribery rules. Seller will promptly provide to Buyer any information Seller is required to provide under any such law, order, or regulation. Seller and the Supplies will comply with all applicable export controls and conflict minerals laws and regulations. Seller agrees that it has read and will comply with Buyer's Supplier Manual and policies, including its Conflict Mineral Policy, available on its website at Shiloh.com/Suppliers.

23. WAIVER: The failure of Buyer, in any one or more instances, to exercise any right hereunder or to insist upon the performance of any of the terms, covenants, or conditions of this contract, will not be construed as a waiver of the future performance of any such terms, covenants, or conditions or the future exercise of such right, and the obligation of Seller with respect to such future performance will continue in full force and effect.

24. ASSIGNMENT: Seller will not, in whole or in part, assign this Purchase Order or delegate the performance of its duties without the written consent of Buyer. Any assignment or delegation without the previous written consent of Buyer will be void. Assignment will not relieve Seller from its obligations under this Purchase Order. Any consent by Buyer to an assignment will not waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this Purchase Order. Buyer will have the right to assign any benefit or obligation under this Purchase Order to any third party upon notice to Seller. Seller will not subcontract any part of this Purchase Order without the express written consent of Buyer. Any such consent will not release Seller from or limit any of Seller's obligations under this Purchase Order.

25. FORCE MAJEURE:

- (a) Any delay or failure of either party to perform its obligations under this contract will be excused to the extent that it is caused by an extraordinary and unforeseeable event or occurrence beyond the non-performing party's reasonable control and without the non-performing party's fault or negligence, including but not limited to: acts of God, actions by any government authority (whether valid or invalid, but not including imposition of taxes, tariffs, or duties), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, or court injunction or order

affecting the non-performing party or its vendors or designated agents. The party claiming force majeure must give written notice of such delay, including the anticipated duration of the delay, within two (2) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability, or cause Seller to provide the Supplies from other sources in quantities and at times requested by Buyer and at the price set forth in the Purchase Order. If requested by Buyer, Seller will, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this Purchase Order and all outstanding releases issued pursuant thereto, without liability, and seek supply elsewhere. Additionally, Seller will reimburse Buyer for any increase in price that Buyer is required to pay to a substitute supplier in order to obtain the Supplies.

- (b) Notwithstanding anything in this Section 24 to the contrary, (i) labor problems of Seller, its subcontractors, or its suppliers, including, without limitation, lockouts, strikes, and slowdowns; (ii) the inability of Seller, its subcontractors, or its suppliers to obtain power, materials, labor, equipment, or transportation; (iii) Seller's or its subcontractor's financial inability to perform; (iv) changes in the cost or availability of materials, components, services, or market conditions; and (v) Seller's actions or contract disputes with subcontractors are not, in each case, a force majeure event and will not, in each case, excuse performance by Seller under this Purchase Order or otherwise excuse performance by Seller on theories of force majeure, commercial impracticability, or otherwise, and Seller expressly assumes these risks.

26. LIMITATIONS ON BUYER'S LIABILITY: IN NO EVENT WILL BUYER BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE PARTIES FURTHER AGREE THAT: (A) WITH RESPECT TO A CLAIM FOR WRONGFUL TERMINATION OF THIS ORDER OR ANY PURCHASE ORDER, SELLER'S DAMAGES, IF ANY, WILL BE LIMITED TO THE PAYMENTS SELLER WOULD HAVE BEEN ENTITLED TO RECEIVE IF BUYER HAD TERMINATED PURSUANT TO SECTION 19; AND (B) WITH RESPECT TO ALL OTHER CLAIMS, SELLER'S DAMAGES WILL BE LIMITED TO THE LESSER OF: (I) THE VALUE OF PRODUCTS PURCHASED BY BUYER FROM SELLER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED BREACH; OR (II) \$100,000.

27. REMEDIES: Nothing in this agreement should be construed to limit Buyer's available remedies. Any remedy of Buyer specified in this agreement is in addition to any remedies available under law or equity, including, but not limited to, the right for an injunction or other equitable relief for a breach or threatened breach, especially regarding Confidential Information or Buyer's Property.

28. DATA SECURITY: For purposes of this Section, "Buyer Data" means all information, including confidential information, provided by Buyer to Seller or otherwise transmitted to Seller for use in connection with this Purchase Order.

- (a) Seller will maintain and enforce information and data privacy and security procedures with respect to its access, use, and storage of all Buyer Data that: (i) are at least equal to industry standards, taking into consideration the sensitivity of the relevant Buyer Data and the nature and scope of the Supplies; (ii) are in accordance with Buyer's reasonable security requirements; (iii) comply with all applicable laws; and (iv) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure, access or use of Buyer Data. Without limiting the generality of the foregoing, Seller will take all reasonable measures to secure and defend its location and equipment against anyone who may seek, without authorization, to modify or access Seller systems or information.
- (b) Seller will report to Buyer immediately any attempted or successful data breaches or unauthorized access to Seller systems (a "Security Incident") that Seller detects or becomes aware of, including what Buyer Data may have been exposed. Seller will keep Buyer regularly updated regarding any investigation, including providing to Buyer forensic data relating to such Security Incident upon request. Seller will use diligent efforts to remedy such Security Incident in a timely manner and deliver to Buyer a root cause assessment and future incident mitigation plan.
- (c) Seller is solely responsible for the integrity of its systems. In the event that any payment to Seller is lost or misdirected as a result of a Security Incident, Buyer (and its end customer) will have no further obligation to Seller for such payment. If any payment to a third party is lost or misdirected as a result of a Security Incident, Seller will reimburse Buyer (or its end customer) for the amount of such payment.

- (d) The requirements of this Section will apply regardless of whether Seller hosts the Buyer Data itself or through a third-party hosting or cloud services provider. Seller will use reasonable efforts to ensure that any vendor that receives Buyer Data from Seller implements and maintains administrative, technical, and physical safeguards appropriate to its business and the protection of Buyer Data.
29. **TRANSITION OF SUPPLY:** Upon the expiration, termination, or cancelation of any Purchase Order, Seller agrees to take all actions necessary to ensure there is no interruption in the supply of Supplies to Buyer. Seller agrees to take such actions as may be reasonably required by Buyer, including, without limitation, the following:
- (a) Seller will provide all notices necessary or desirable for Buyer to re-source the Purchase Order to an alternative seller. The term “alternative seller” includes, but is not limited to, a Buyer-owned facility.
 - (b) Seller will provide a sufficient bank of Supplies, as reasonably determined by Buyer, to ensure that the transition to any alternative seller chosen by Buyer will proceed smoothly. Seller will properly store the bank of Supplies at Seller’s risk and deliver them to Buyer per Buyer’s instructions.
 - (c) Seller will provide to Buyer all tooling and any other property furnished by or belonging to Buyer or any of Buyer’s customers in as good a condition as when received by Seller, reasonable wear and tear excepted. Buyer and the alternative seller reserve the right to access Seller’s facility at reasonable times and upon reasonable notice to remove any of Buyer’s property.
 - (d) Seller will provide all information requested or required by the Buyer for the transition.
30. **CUSTOMER SERVICE PARTS:** Seller will, for fifteen (15) years after termination of the current model production of the vehicle involved, sell to Buyer quantities of Supplies sufficient to fulfill 100% of Buyer’s and Buyer’s customers’ service and replacement parts requirements for past model years at the prices then specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging, shipping, and handling agreed to in writing by Buyer. If a dispute arises between Seller and Buyer regarding the price of service or replacement parts under this Section, Seller will continue to supply Buyer’s requirements for service and replacement parts at the production prices set forth in the Purchase Order pending resolution of such dispute.
31. **CHOICE OF LAW:** This Purchase Order is governed by the law of the State of Michigan, without regard to principles of conflicts of law. The United Nations Convention on the International Sale of Goods is expressly excluded. Seller submits to the sole and exclusive jurisdiction of the appropriate state court in Michigan or, if original jurisdiction can be established, in the federal court in the U.S. District Court for the Eastern District of Michigan. Seller specifically waives all objections to venue in such courts.
32. **WAIVER OF JURY TRIAL: EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER.**
33. **RELATIONSHIP OF THE PARTIES:** Seller and Buyer are independent contracting parties and nothing in this Purchase Order will make either party the agent or legal representative of the other for any purpose, 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. Nothing in this Purchase Order is intended to or will be deemed to benefit a third party.
34. **SEVERABILITY:** If any term of the Purchase Order is deemed to be invalid by a court of competent jurisdiction, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply, and the remaining provisions of the Purchase Order will remain in full force and effect.
35. **SURVIVAL:** Sections 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16, 22, 25, 26, 27, 30, and 31 will survive the expiration or termination of this Purchase Order.

Exhibit A - Insurance Requirements

General Terms:

- Insurers must be admitted in all states and countries where operations are performed.
- At a minimum, insurers must possess a rating of A- VIII from A.M. Best's & Co (or an equivalent rating from another ratings organization).
- Seller will provide Buyer with certificate of insurance, executed by an authorized representative of the insurer, prior to starting work. Certificates of insurance evidencing coverage must include at least thirty (30) days' advance written notice to Buyer in the event of the cancellation of coverage prior to the policy's expiration date.
- Insurers must provide a Waiver of Subrogation in favor of "Buyer, its subsidiaries, affiliates, successors or assigns, and their respective directors, executive officers, agents, and employees".
- Seller will include all subcontractors as insureds under all required policies or will furnish separate evidence of coverage.
- Seller will include Buyer, its elected and appointed officers, agents, and employees as Additional Insured on policies outlined herein.

For the United States:

Commercial General Liability:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence - Bodily Injury and/or Property Damage

\$1,000,000 Each Person or Organization - Personal & Advertising Injury

\$100,000 Each Premises - Premises Damage Liability

\$5,000 Each Person - Medical Payments

- ISO form CG2010 – "Additional Insured – Owners, Lessees Or Contractors..." issued to or covering Buyer, its subsidiaries, affiliates, successors or assigns, and their respective directors, executive officers, agents, servants and employees".
- ISO form CG2037 (or its equivalent) – "Additional Insured – Owners, Lessees or Contractors – Completed Operations" issued to "Buyer, its subsidiaries, affiliates successors or assigns, and their respective directors, executive officers, agents, servants and employees".
- Insurance is primary and non-contributing with any other insurance maintained by Buyer.
- This insurance must be kept in force a minimum of two years following the date Seller's employees cease work at the facilities.

Workers' Compensation & Employers Liability

Statutory Benefits - Workers' Compensation

\$1,000,000 Each Accident - Employers Liability

\$1,000,000 Each Employee Disease - Employers Liability

\$1,000,000 Policy Limit Disease - Employers Liability

- NCCI form WC000301A or its equivalent – "Alternate Employer Endorsement" issued to "Buyer, its subsidiaries, affiliates, successors or assigns, and their respective directors, executive officers, agents, servants and employees".
- NCCI form WC000313 or its equivalent – "Waiver of our Right to Recover from Others Endorsement" in favor of "Buyer, its subsidiaries, affiliates, successors or assigns, and their respective directors, executive officers, agents, servants and employees".

Auto Liability

\$1,000,000 Each Accident

- "Any Auto" coverage (i.e., Covered Auto Designation Symbol 1 or its equivalent).
- ISO form CA2048 – "Designated Insured" issued to or covering "Buyer, its subsidiaries, affiliates, successors or assigns, and their respective directors, executive officers, agents, servants and employees".
- Insurance is primary and non-contributing with any other insurance maintained by Buyer.

Umbrella/ Excess Liability

\$5,000,000 Each Occurrence or Offense

\$10,000,000 Annual Aggregate as applicable

- Insurance is primary and non-contributing with any other insurance maintained by Buyer.
- This insurance must be kept in force a minimum of two years following the date Seller's employees cease work at the facilities.

For Europe and China:

Products Liability or General Liability Insurance (inclusive of Products Liability) | Employers Liability

EUR 2,500,000 Each Occurrence (or local currency equivalent)

EUR 5,000,000 General Aggregate (or local currency equivalent)

EUR 5,000,000 Products/Completed Operations Aggregate (or local currency equivalent)

Minimal Statutory Limit Employers Liability

- All insurance will cover liability arising out of premises, operations, independent contractors, product-completed operations, and sudden/accidental pollution. Seller will purchase 12-month tail should coverage be non-renewed or cancelled.
- If the policy shows a “Claims-Made” trigger form, retroactive date must precede the effective date of Seller’s agreement. Seller will purchase 12-month tail should coverage be cancelled or non-renewed.
- If contract value exceeds EUR 1,000,000, replace limits above with: EUR 10,000,000 Each Occurrence | EUR 10,000,000 General Aggregate (or local currency equivalent).

Professional Liability

Applies if contract includes professional services based on specialized knowledge or expertise, including but not limited to architecture, engineering law, financial and accounting, unless such type of coverage is not recognized as an available type of insurance in the applicable location.

EUR 1,000,000 Each Occurrence (or local currency equivalent)

EUR 2,000,000 General Aggregate (or local currency equivalent)

Pollution Legal Liability | Environmental Impairment Liability

Applies if required by law, or if contract includes agreement with waste disposal or treatment facility, remedial action contractor, engineer or consultant who will be involved in the transport or disposal of waste.

EUR 1,000,000 Each Occurrence (or local currency equivalent)

EUR 2,000,000 General Aggregate (or local currency equivalent)

