

**AMSTED AUTOMOTIVE
GENERAL TERMS AND CONDITIONS OF PURCHASE
EFFECTIVE FROM AND AFTER MARCH 17, 2026**

1. TERMS AND CONDITIONS.

- 1.1. Acceptance of Terms and Conditions.** Each purchase order, together with these General Terms and Conditions Applicable to Seller ("Terms and Conditions"), release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form, by electronic data interchange, or any other format, relating to goods and/or services to be provided to Buyer by Seller ("Purchase Order") is an offer by Buyer to the party to whom such Purchase Order is addressed ("Seller") to purchase goods and/or services (collectively "Goods") described therein, and it shall be the complete and exclusive statement of such offer and agreement. "Buyer" as used herein means the applicable Amsted Automotive entity issuing the Purchase Order.¹ A contract is formed on the date that Seller accepts the offer of Buyer. Each Purchase Order shall be deemed accepted by Seller upon the terms and conditions of such Purchase Order upon the shipment of Goods, performance of services, commencement of work on Goods, written acknowledgment, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Additionally, each Purchase Order shall be deemed accepted three (3) business days after Buyer delivers the Purchase Order to Seller, if Seller fails to reject the Purchase Order in writing. Acceptance is expressly limited to these Terms and Conditions and such terms as are otherwise expressly referenced in the Purchase Order. No purported acceptance of any Purchase Order on terms and conditions that modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer and Buyer rejects any additional or different terms, conditions or specifications proposed by Seller, whether stated in Seller's acceptance, invoice, or any other document, notwithstanding Buyer's acceptance of or payment for any shipment of Goods or similar act of Buyer. Seller acknowledges and agrees that it has read and understands these Terms and Conditions.
- 1.2. Agreement.** The Purchase Order, together with these Terms and Conditions and the attachments, manuals, guidelines, released requirements, specifications, exhibits and supplements specifically referenced therein, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Purchase Order and supersedes all prior oral or written representations or agreements. The Amsted Automotive Supplier Code of Conduct and all other supplier manuals, guidelines, procedures and released requirements that are provided by Buyer to Seller or otherwise available on Buyer's web site (together, the "Supplier Manuals"), as each may be amended from time to time, are incorporated by reference. The Purchase Order inclusive of these Terms and Conditions and the Supplier Manuals are collectively referred to as this "Contract." This Contract limits acceptance by Seller to the Terms and Conditions contained herein. Except as otherwise agreed to by Buyer, in the event of a conflict or inconsistency between these Terms and Conditions and any other purchase order, release, requisition, work order, or other document, these Terms and Conditions shall control. To the extent the Contract includes, in whole or in part, the performance of services by Seller for Buyer, these Terms and Conditions shall be read to govern such services by substituting the word "services" for "goods" wherever applicable.
- 1.3. Modification of Terms and Conditions.** Buyer may modify the Terms and Conditions from time to time by posting notice of such modified Terms and Conditions through links provided on Buyer's website at least ten (10) days prior to the modified Terms and Conditions becoming effective. Seller periodically shall review the website and the Terms and Conditions. Seller's continued performance under the Contract without providing written notice to Buyer detailing Seller's objection to any modified Terms and Conditions prior to the effective date thereof will constitute Seller's acceptance of such modified Terms and Conditions. Except as provided in

¹ The Amsted Automotive includes the following potential Buyers under these Terms and Conditions: Burgess-Norton Mfg. Co., Inc., Means Industries Inc., and Transform Automotive LLC.

the preceding sentences or as otherwise provided in these Terms and Conditions, the Contract may only be modified by a written amendment signed and agreed to by both parties.

2. PRICE AND PAYMENT.

- 2.1. **Price.** Prices charged for Goods listed on the Purchase Order (the “Prices”) are not subject to increase, including specifically, but without limitation, any increase based upon changes in currency fluctuations, raw material, taxes, tariffs or duties, transportation costs, component pricing, labor, transportation or overhead, unless specifically agreed to by Buyer on the face of a Purchase Order amendment.
- 2.2. **Price Warranty.** Seller warrants that the Prices for Goods under this Contract (a) are not less favorable than those currently extended to any other comparable customer of Seller for the same or substantially similar goods in similar quantities, (b) comply with all applicable governmental laws and regulations in effect at the time of quotation, sale, and delivery, and (c) are complete and include all applicable taxes, transportation, delivery, packaging, labeling, customs duties, storage, boxing, crating, insurance and other charges, unless otherwise expressly agreed to in writing by Buyer. Seller agrees that any price reduction implemented by Seller for any Goods or related charges will apply to all shipments of such Goods under this Contract or any 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 this Contract, then to the extent permitted by law, Seller will immediately offer Buyer the same price for the Goods on the same terms and conditions as was offered to the other customer. Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Seller to its customers. In the event Seller reduces its price for similar goods and services during the term of this Contract, Seller agrees to reduce the prices of the Goods to Buyer correspondingly. Seller warrants that the Prices in this Contract shall be complete, and no additional charges of any type shall be added without Buyer’s express written consent.
- 2.3. **Competitive Pricing.** Seller shall ensure that the Price charged to Buyer for Goods remains competitive with the price for similar goods or services available to Buyer from other sellers. If Buyer is offered material of equal quality by a responsible manufacturer for delivery to the same destination in similar quantities and on like terms as provided by Seller under this Contract at a delivered cost to Buyer lower than Seller’s delivered cost, Seller, upon receipt of written evidence of same, shall either meet such lower delivered cost or permit Buyer to purchase elsewhere at said lower delivered cost the quantity offered, which quantity if so purchased from others, shall be deducted from the quantity covered by this Contract.
- 2.4. **Taxes.** Unless prohibited by law, the Seller shall pay all federal, state or local tax, transportation tax, or other tax, including but not limited to customs duties and tariffs, which is required to be imposed upon the Goods ordered, or by reason of their sale or delivery.
- 2.5. **Set Off.** In addition to any right of setoff or recoupment allowed by law, all amounts due Seller, or any of its subsidiaries or affiliates shall 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, and Buyer may set off against or recoup any amounts due or to become due to Seller, or any of its subsidiaries or affiliates, to Buyer or any of its subsidiaries or affiliates, however and whenever arising, without Seller’s prior written consent. If an obligation of Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates is disputed, contingent or unliquidated, Buyer or any of its subsidiaries or affiliates may defer payment of all or any portion of the amount due until such obligation is resolved.
- 2.6. **Tooling Payments.** Notwithstanding the particular payment terms applicable to a Contract, in no event will Seller have a right to payment for third-party customer funded tooling before: (i) Buyer is paid by its customer for such tooling, and (ii) Seller has delivered all design drawings (Including CAD files), specifications, and manuals for such tooling.

- 2.7. **Directed Suppliers.** Notwithstanding the particular payment terms applicable to a Contract, in no event will a Seller who is a directed supplier have a right to receive payment from Buyer until Buyer is fully paid by its customer for the related Goods or, as applicable, the assemblies into which such Goods are incorporated. Buyer may, at its option, upon notice to a Seller who is a directed supplier, revise its payment terms for Goods to take into account any change in the payment terms of Buyer's customer applicable to the Goods.

3. SHIPPING AND DELIVERY.

- 3.1. **Shipping.** All Goods furnished to Buyer by Seller under a Contract shall be packed, loaded, stored, marked and shipped in a manner so as to secure lowest transportation costs and meet Buyer's and carrier requirements. Any expenses incurred due to Seller's failure to follow shipping instructions will be borne by Seller and may be deducted by Buyer from Seller's invoice. Unless otherwise stated in the Purchase Order, transportation terms are FCA (INCOTERMS 2020), and the named place of delivery is the Seller address indicated on the Purchase Order. Seller must list the Buyer's Purchase Order number on all shipping documents. For international shipments, Buyer's designated freight forwarder must be alerted. All shipments must use International Standards for Phytosanitary Measures No. 15 (ISPM-15) new certified pallets and wood packaging, and Goods must be marked in English with the country of origin.
- 3.2. **Deliveries.** Deliveries shall be made both in quantities and at times specified in the Contract. Time and quantity of delivery are of the essence. Buyer requires one hundred percent (100%) on time delivery performance. If Seller fails to meet delivery requirements for any reason, including, without limitation, reasons beyond Seller's control, then Buyer may, at its option, cancel the affected Purchase Order in whole or in part. Buyer shall not be required to make payment for Goods delivered to Buyer that are in excess of firm quantities and delivery schedules specified in the Contract. 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 of Goods covered by any Contract. With each delivery, Seller shall be deemed to have made the representations, warranties and covenants with respect to its financial and operating conditions provided herein.
- 3.3. **Additional Expenses.** Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in this Contract shall be Seller's sole responsibility, unless the delay or expense was solely the result of Buyer's negligence and Seller provides Buyer with notice of any claim against Buyer within ten (10) days after the occurrence of Buyer's alleged negligent action giving rise to such claim.

4. CHANGES; PROJECTIONS.

- 4.1. **Buyer's Changes.** With respect to a Contract, Buyer shall have the right, in its sole discretion, to change or cause Seller to make changes to the: (a) design, materials and specifications; (b) scope of services or work covered by the Contract, including work related to inspection, testing or quality control; (c) packaging and methods of shipment or transportation; (d) time, place or method of delivery; or (e) any other matters affecting the Contract. Buyer shall discuss any such changes with Seller as early as practical and Seller agrees to promptly implement such changes within a reasonable timeframe. Any such changes shall be deemed not to affect the time for performance or cost under the Contract unless (i) Seller provides Buyer with written notice of a claim for adjustment to time for performance or cost within ten (10) days (or such additional period as may be agreed by Buyer) after Buyer's notice to Seller of the change and (ii) 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 Contract must be solely and directly the result of the change directed by Buyer and any notice of such claim is effective only if timely and accompanied by all relevant information sufficient for Buyer to verify such claim. In addition, Buyer shall have the right to audit all relevant records, facilities, work or materials of Seller to verify any claim. Seller shall consider and advise Buyer of the impact of a design change on the system in which the Goods covered by a Contract are used. Nothing in this paragraph shall excuse Seller from performing under the Contract as changed pending resolution of any claim by Seller for adjustment to time or cost.

- 4.2. **Seller's Changes.** Without the prior written approval of Buyer, Seller shall not make any changes to any Contract or the Goods covered by the Contract, including, without limitation, changing (a) any third-party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Contract, (b) the facility from which Seller or such third-party supplier operates, (c) the Price of any of the Goods covered by the Contract, (d) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with the Contract; (e) the fit, form, function, appearance, performance of any Goods covered by the Contract; or (f) the production method, or any process or software used in the production or provision of any Goods under the Contract. Any changes by Seller to any Contract or the Goods covered by the Contract without the prior written approval by Buyer shall constitute a breach of the Contract.
- 4.3. **Projections.** From time to time and in connection with quotations, requisitions, and Purchase Orders, Buyer may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the term of a program ("Projections"). Buyer makes no representation, guaranty or commitment of any kind or nature, express or implied, with respect to any Projections. The Seller acknowledges that, like any other forward-looking statement, Projections are based on a number of economic and business factors, variables and assumptions. Seller accepts that Projections may not be accurate and that actual volume or duration required by Buyer could be less than or greater than the Projections. Seller expressly accepts this risk and possible reward.
5. **INSPECTION; TITLE AND RISK OF LOSS; REJECTIONS.** Buyer shall have the right (but not the obligation) to inspect, review work in progress, and to test all Goods, special tooling, materials, and workmanship to the extent practicable at all times and places during the period of manufacture. Buyer is not required to perform incoming inspections on any Goods, and Seller waives any right to require Buyer to conduct any such inspections. All Goods shall be subject to Buyer's right to final inspection and acceptance, but such inspection or acceptance shall not relieve Seller from any obligations or liability under a Purchase Order or Contract. Because Goods may be received and put in inventory or storage without examination until such Goods are to be used or resold, inspection and acceptance shall not be deemed to have occurred until actual inspection and acceptance by Buyer. Title and risk of loss for Goods shall pass from Seller to Buyer upon actual acceptance by Buyer. No reasonable delay in rejection or return of Goods, nor payment for Goods, shall be considered acceptance or waiver of Buyer's rights to reject, return or retain such Goods or any other remedy as provided herein or by law. Any Goods not in precise conformity with Buyer's specifications, ordered quantities, delivery requirements, or Seller's warranties may be rejected, returned or retained by Buyer at Seller's risk and expense, including without limitation the cost of substitution or "cover," transportation both ways, labor and administrative expenses, reloading and trucking.
6. **CERTIFICATION; QUALITY; AUDIT.**
- 6.1. **Audit.** Buyer and its customers shall have the right at any reasonable time to examine all relevant documents, records, supplies, materials, work in process, equipment, tooling and Goods in the possession or under the control of Seller relating to any of Seller's obligations under this Contract or any other Contract. Seller agrees to cooperate in any such audit request by the Buyer including, but not limited to, any request that Seller provide Buyer with access to Seller's financials, or such other documentation as may be requested by Buyer to substantiate Seller's ability to perform its obligations under the Contract.
- 6.2. **Certification.** If required by Buyer, Seller must be IATF 16949 and/or ISO-9001 certified. If required by Buyer, Seller shall be ISO-14001 certified and provide Buyer with proof of such certification.
- 6.3. **Quality.** Seller shall comply with all of Buyer's quality and other procedures specified by Buyer, as revised from time to time. Seller warrants that it has appropriate systems, processes and documentation in place to ensure compliance with Buyer's current standard. Seller will promote continuous quality improvement in the manufacture, production and distribution of Goods, or services. Seller will comply with the quality assurance processes, inspections, and standards specified by the Buyer for suppliers providing goods or services similar in nature to the Goods provided by Seller. Based on Buyer's assessment of responsibility, Seller is responsible for

any and all costs associated with quality issue investigations, containment, and Remedial Actions (as defined below) on account of nonconforming or otherwise defective Goods provided by Seller to Buyer (including third-party activities identified and initiated by Buyer). Seller is obligated to provide all reasonable support requested by Buyer to address immediately and correct the quality of Goods provided. Seller shall provide additional resources, as necessary and as identified by Buyer, to support product development, process development, validation, production launch, or any issue that may jeopardize the success of the manufacture or assembly of any Goods or of the program.

- 6.4. **Plant Equipment and Capacity.** Seller warrants that its overall equipment (shared and dedicated) and plant capacity are adequate to meet Buyer's needs. At a minimum, ongoing capacity analysis must account for scrap variation, downtime, maintenance, and other customer requirements. Each production process must successfully complete a run-at-rate. The run-at-rate must demonstrate that Seller's production process can produce the quantity of conforming or non-defective Goods to satisfy Seller's capacity planning volume ("CPV") as specified in Seller's PPAP submission. Buyer is not obligated to pay Seller any incremental costs as long as the Contract quantities do not exceed Seller's CPV. The requirement for capacity and CPV is not a volume, program or other commitment by Buyer.
- 6.5. **Maintenance and Insurance.** At its expense, Seller will furnish, keep in good condition, and replace when necessary, all of its machinery and equipment, including related tooling, jigs, dies, gauges, molds, patterns, fixtures and other accessories, required for the production of Goods covered by this Contract (collectively "Seller's Equipment"). Seller will insure Seller's Equipment with fire and extended coverage insurance for its full replacement value. Seller shall be subject to a full process audit by Buyer (or Buyer's designated agent) at any time during product development and/or manufacturing.
- 6.6. **Sub-suppliers.** Seller is solely responsible for all sub-tier providers of goods or services. Seller must maintain adequate development, validation, launch, and ongoing supervision to assure all Goods provided to Buyer conform to all specifications, standards, drawing, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Contract.

7. PRODUCT WARRANTY.

- 7.1. **Warranty Period.** "Warranty Period" shall mean, for each of the Goods provided, the time period beginning on the day of first use of the Goods by Buyer or acceptance by Buyer (whichever occurs later), and continuing until the latest of: (i) thirty-six (36) months; (ii) the period specified in Buyer's request for quotation; (iii) the period provided under applicable law; or (iv) if the Goods are utilized for new vehicles, the same period as the new vehicle warranty period offered to retail purchasers in any country in which the vehicle incorporating the Goods is sold. Seller may contact Buyer's representative for information regarding those countries in which vehicles incorporating the Goods will be sold. 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, or a defect is discovered which, in Buyer's reasonable opinion, constitutes a threat of damage to property or to the health and safety of any person.
- 7.2. **Warranties.** In addition to Seller's customer warranties, any express warranties set forth in this Contract, any statutory warranties or any warranties implied by law, Seller warrants that, for the duration of the Warranty Period, all Goods covered by this Contract (a) will conform in all respects to the drawings, specifications, statements of work, samples furnished from production, tooling, and equipment and other descriptions and requirements relating to the Goods that have been furnished, specified or approved by Buyer; (b) will comply with all applicable federal, state and local laws, regulations or orders, and agency, association, or industry standards or other standards applicable to the manufacture, labeling, transportation, licensing, approval or certifications thereof; (c) will be new and of the highest quality, merchantable, and free from defects in design (except to the extent that Buyer is responsible for the design), materials, and workmanship; (d) will be fit and safe for any foreseeable purpose for which they are to be used by Buyer, by Buyer's customers, and by the

ultimate consumers of such Goods and Seller acknowledges such purposes are known to it; (e) will be manufactured in accordance with all applicable federal, state, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in the United States or any other country where the Goods will be sold or used; (f) do not, and are not claimed to, violate any patent, trademark, copyright, or any intellectual property right of a third party and may be properly imported into the United States or any other country; (g) will be free and clear of all liens, claims or other encumbrances, and that Seller is conveying good title to Buyer; (h) will be adequately contained, packaged, marked and labeled; (i) comply (with respect to Seller's activities) with ISO 14001, IATF 16949, PPAP, APQP, and the various OEM End of Life Vehicle reporting and other requirements, in fulfilling this Contract and all other Contracts; and (j) conform to all representations made by Seller on containers, labels or advertisements for such Goods. In the case of services, all services performed on behalf of Buyer shall be performed in a professional, competent, and workmanlike manner, and in accordance with generally accepted industry standards. All warranties survive inspection, test, delivery, acceptance, use and payment by Buyer. Seller's warranties herein shall run to Buyer, Buyer's customers, the ultimate consumers of the Goods, and their respective successors and assigns. These warranties may not be limited or disclaimed.

8. **REMEDIAL ACTION.** In the event that Buyer or its customer voluntarily or pursuant to a government mandate make 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, including but not limited to product recalls, 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 shall continue for such time period as may be dictated by Buyer's 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 costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination (including by use of statistical analysis or other sampling methodology) that the Goods fail to conform to the warranties set forth in the Contract. Where applicable, Seller shall pay all reasonable 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.
9. **NON-CONFORMING GOODS.** If Buyer determines (including by the use of statistical analysis or other sampling methodology) that Goods do not conform to Seller's warranties herein, Buyer will inform Seller in writing about the non-conformity as soon as reasonably practical after Buyer has discovered such non-conformity. Seller will be permitted to rework, replace, or otherwise remedy a non-conformity in the Goods as long as: (a) the nonconformity has been discovered after delivery of the Goods but before the Buyer has started to use the goods, (b) the Seller can perform the remedial work at its location, or at the Buyer's site (subject to any restrictions in any labor agreement of the Buyer) without disruption to Buyer's operations, (c) the remedial work will not cause any delay in Buyer's operations, including its production process, or cause the Buyer to incur any additional costs; and (d) the cure can be completed by the deadline established by the Buyer. Buyer and Seller shall agree to a reasonable remedial action plan as described herein. If both Buyer and Seller determine in good faith that the remedial work cannot be done as described herein, Buyer is entitled to either (i) reject the nonconforming Goods, return them to Seller and, at the Buyer's option, request redelivery of conforming Goods all at Seller's sole expense, including all shipping, transportation and installation costs, or (ii) retain the nonconforming Goods in whole or in part with an appropriate adjustment in the Price of the Goods and at Seller's expense undertake the work necessary to correct or replace such nonconforming Goods with similar items and recover the total cost relating thereto from Seller, including not limited to the cost of product recalls.

10. **CUSTOMS; RELATED MATTERS.** Credits or benefits resulting from the Contract, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller shall provide all information and certificates (including Free Trade Agreement certificates for Goods that have been qualified, and a Certificate of Origin for Goods not qualifying.) necessary to permit Buyer (or Buyer's customers) to receive these benefits or credits. Seller agrees to fulfill any customs or Free Trade Agreement related obligations, origin marking or labeling requirements, and local content origin requirements. Seller will furnish all documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. If requested by Buyer, Seller shall participate and cooperate in any review or audit of the origin of the Goods supplied hereunder by the customs authority of any Free Trade Agreement country. Seller shall hold harmless, indemnify and reimburse Buyer for any duties, taxes, penalties, interest, costs, claims or demands, attorneys' or other legal fees or any amounts incurred Buyer which may become payable by Buyer as a result of a false or invalid Free Trade Agreement Certificate of Origin in respect of the Goods or Seller's failure to abide by any of the requirements contained in this paragraph.
11. **INTELLECTUAL PROPERTY; PROPRIETARY INFORMATION.** Any knowledge or information including any and all information concerning the Goods, Buyer's products or processes (including all data, drawings, patterns, designs, specifications, diagrams, flow chart, documentation or other technical information), any idea, invention, concept, prototype, produce configuration, process, technique, procedure, system, plan, model, program, software, or code, data, scheduling, sources of supply, customers, marketing strategies, or pricing information or the like created in the course of performing any Contract and the intellectual property rights therein (collectively, "Proprietary Information") shall be and remain the sole and exclusive property of Buyer. Seller shall retain all such Proprietary Information in strict confidence, and in accordance with Section 12 of these Terms and Conditions, shall use such Proprietary Information only to fulfill the obligations imposed by this Contract. Seller shall consider all such Proprietary Information to be confidential and shall not duplicate or disclose it to others, except as required by law. The provision by Buyer to Seller of any Proprietary Information shall not be construed as, and in no event shall constitute, a grant or transfer of any express or implied rights, title or interest in, to or under any of Buyer's Proprietary Information. Seller agrees that all works of authorship created by Seller in connection with each Contract 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, trademark, trade name, trade dress, technical information, trade secrets, know-how, and any other subject matter, material, or information that 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 the Uniform Trade Secrets Act. Seller hereby assigns to Buyer ownership of all right, title, and interest in the Goods 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, or enforce any intellectual property right related to the Goods at the request and expense of Buyer. Seller expressly warrants that the Goods shall not incorporate any intellectual property (including copyright, patent, trade secret, mask work, or trademark rights) of any third party, and further agrees that Seller shall not disclose to Buyer any confidential information, including any trade secrets, of any third party. Seller grants to Buyer an irrevocable, non-exclusive, royalty-free, worldwide license with the right to grant sublicenses to affiliates to use any intellectual property owned or controlled by Seller or its affiliates to replace, repair, use, sell, and import any Goods provided by Seller under a Contract. Such license shall be effective from the first delivery under a Contract. Seller shall ensure that any subcontractors to Seller have contracts with Seller in writing consistent with the terms of this paragraph to ensure that the protections required by Buyer from Seller are also received from subcontractors for the benefit of Buyer and Seller. Seller waives any claim against Buyer and its 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 for infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer.
12. **CONFIDENTIALITY.** Seller acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of all information disclosed by Buyer to Seller during the course of work under any Contract, including all Buyer Data (as defined below) ("Confidential Information"), including, but not limited to, any information

regarding Buyer or its business or its customers, the existence and terms of any request for quotation or Contract, and any drawings, specifications, or other documents prepared by either party in connection with any request for quotation or Contract. Seller agrees that it will not disclose Confidential Information to or use Confidential Information with or for the benefit of itself or any third party without prior written authorization from Buyer. Seller also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Confidential Information shall not include any information that can be demonstrated: (a) was in the possession of Seller before receipt from Buyer; (b) is or becomes available to the public through no fault of Seller; or (c) is received by Seller in good faith from a third party having no duty of confidentiality to Buyer. The obligations of Seller with respect to Confidential Information shall remain in effect during the time that any Confidential Information is considered by Buyer to be secret or confidential or otherwise qualify for protection under the Uniform Trade Secrets Act or the Defend Trade Secrets Act. All information provided by Seller to Buyer in connection with each Contract shall be disclosed on a non-confidential basis, and Buyer shall have no duty to maintain the secrecy or confidentiality of such information unless the parties have entered into a separate confidentiality agreement (“CA”) with respect to such Seller information, in which case the terms of such CA shall control the handling of such information. In the event that the Parties have entered into a separate CA that addresses Buyer’s Confidential Information and/or Seller’s Confidential Information, the terms of such CA shall have priority over any conflict with this Section 12. At the request of Buyer, Seller will return to Buyer all materials (in any form) that include, incorporate, or otherwise contain Confidential Information of Buyer. Seller shall not sell or dispose of, as scrap or otherwise, any completed or partially completed or defective Goods manufactured hereunder without: (i) written authorization from Buyer; (ii) defacing or rendering them unsuitable for use.; and (iii) providing proof of such disposal.

13. COMPLIANCE WITH LAWS; RESTRICTED SUBSTANCES; CUSTOMER REQUIREMENTS.

13.1. **Compliance with Law.** In connection with its performance under a Contract r, Seller will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards enacted by the United States of America and of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, forced labor, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety, and each Contract shall be deemed to incorporate by reference all clauses required by the provisions of said laws, rules, regulations, and ordinances. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of Goods or services under this Contract, nor shall Seller utilize facilities in any restricted country or region. Seller agrees that in connection with its performance under a Contract with Buyer, neither it, nor anyone acting on its behalf, (i) will violate any antibribery laws or international anti-bribery standards, including but not limited to the Foreign Corrupt Practices Act (“FCPA”) regardless of their technical applicability to the Seller; or (ii) participate in any non-U.S. sanctioned boycotts. Among other things, Seller agrees to comply with the Occupational Safety & Health Act, 29 U.S.C. §§651 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq., and the Uyghur Forced Labor Prevention Act, 22 U.S.C. §§6901 et seq. Seller’s Goods, products, materials and processes shall comply with any and all governmental and safety constraints on restricted, toxic and hazardous substances as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale. Seller shall comply with all applicable requirements of Buyer’s customers including, but not limited to, as applicable, Ford Restricted Substance Standard WSS-M99P9999- A1 and/or GM Material Specification GMW3059.

13.2. **Certification; Indemnity.** Promptly upon Buyer’s request and in no event more than 48 hours from such request, Seller will certify in writing its compliance with any of the foregoing and provide Buyer with sufficient evidence to confirm same. Seller will defend, hold harmless and indemnify Buyer from and against any direct and third-party liability claims, demands, damages or expenses (including reasonable attorney, audit, or other professional fees and disbursements) arising from or relating to Seller’s noncompliance with Section 13.1. Without limiting

the generality of the foregoing, Buyer's liability shall include, but shall not be limited to, damages, expenses, or losses arising from any notice of rejection issued by U.S. Customs and Border Protection; the return of amounts paid to Seller for Goods, including shipping expenses, supplied to Buyer that fail to comply with Section 13.1; and late delivery penalties incurred by Buyer from its customers.

- 13.3. **Customer Requirements.** As all elements of the supply chain network must work together to ensure that the end customer's terms, conditions and requirements are met, Seller agrees that the applicable terms, conditions and requirements of Buyer's customer, including, but not limited to, any customer terms and conditions, supplier manuals, codes of conduct and other policies, shall flow through Buyer to Seller and, to the extent that they do not conflict with the terms of the Contract, are deemed incorporated by reference herein. Seller will indemnify and hold harmless Buyer from any and all claims and demands from Buyer's customer relating to any actual or alleged failure of the Goods to conform to the applicable terms, conditions and requirements of Buyer's customer.
14. **INDEMNIFICATION; CLAIMS HANDLING.** In addition to Buyer's right to indemnification provided elsewhere in these Terms and Conditions, Seller shall indemnify, defend and hold harmless Buyer, its parent, subsidiary, and affiliated entities and their respective directors, officers, employees, shareholders, and agents from and against any and all liabilities, demands, claims, losses, actions, judgments, fines, penalties, damages, costs and expenses of any kind (including, without limitation, consequential and incidental damages and reasonable attorneys' fees and court costs) relating to or arising out of: (a) a breach of any of these Terms and Conditions or provisions of a Contract between the parties; (b) a breach of Seller's warranties herein or any other representations or covenants of Seller to Buyer; (c) Remedial Actions, recall claims or product liability claims; (d) any claim related to releasing, terminating or otherwise removing any and all liens against Buyer's Property (defined below); (e) any claim of actual or alleged patent, trademark or copyright infringement or violation of other proprietary right in connection with the Goods; (f) the injury to or death of any person, including employees of Buyer and Seller or damage to any party's property that results from or arises out the contemplated or foreseeable handling or use of the Goods; a defect in the design or manufacture of the Goods; or a defect in the materials used in the Goods; or (g) negligence, fraud or willful misconduct by Seller. In addition to the foregoing, if Seller's work under the Contract involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work and shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) that may result in any way from any act or omission of the Seller, or Seller's agents, employees, or contractors. If Goods are to be fabricated, assembled or installed by Seller on Buyer's premises, Seller shall keep such premises free and clear of all mechanics' and other liens or encumbrances and shall furnish or cause to be furnished to Buyer such lien waivers, guarantees and related forms as may be reasonably requested by Buyer. Buyer will give Seller prompt written notice of any claim subject to indemnification; provided that Buyer's failure to promptly notify Seller will not affect Seller's indemnification obligations except to the extent that Buyer's delay prejudices Seller's ability to defend the claim. Seller will defend any claim with counsel of its own choosing (acceptable to Buyer and free of legal conflicts) and settle it as Seller deems appropriate; provided that Seller will not enter into any settlement that adversely affects Buyer's rights without Buyer's prior written consent. At Seller's expense and request, Buyer agrees to cooperate in good faith with Seller in the defense and settlement of any claim subject to indemnification by Seller. Buyer may supersede Seller in the defense of any claim, and assume and conduct the defense at Buyer's sole discretion. In such an event, Seller shall reimburse Buyer on a monthly basis for all expenses, attorney's fees, and other costs incurred by Buyer.
15. **LIMITATIONS ON BUYER'S LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES REGARDLESS OF THE CAUSE OF ACTION. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT: (A) WITH RESPECT TO A CLAIM ARISING OUT OF OR IN CONNECTION WITH THE CANCELLATION OF THIS CONTRACT OR ANY PURCHASE ORDER, SELLER'S DAMAGES, IF ANY, SHALL BE LIMITED TO THE AMOUNT THAT SELLER WOULD HAVE BEEN ENTITLED TO RECEIVE UNDER THE CONTRACT HAD BUYER PROPERLY EXERCISED ITS RIGHT TO TERMINATE**

FOR CONVENIENCE ; (B) WITH RESPECT TO CLAIMS FOR NONPAYMENT, SELLER'S DAMAGES, IF ANY, SHALL BE LIMITED TO ANY UNPAID CONTRACT PRICE FOR ANY GOODS ACTUALLY RECEIVED AND ACCEPTED BY BUYER; AND (C) WITH RESPECT TO ALL OTHER CLAIMS, SELLER'S DAMAGES SHALL BE LIMITED TO THE VALUE OF GOODS PURCHASED BY BUYER FROM SELLER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED BREACH.

16. **INSURANCE.** For the duration of the commercial relationship and for a period of three years after the last delivery to Buyer of Seller's Goods or services, Seller will maintain at Seller's sole expense Commercial General Liability insurance, including coverage for Products & Completed Operations and Contractual Liability for Insured Contracts with limits of not less than those specified in the Amsted Automotive Insurance Addendum. The required minimum limit of insurance may be met by a combination of General, Umbrella and/or Excess liability insurance. The Commercial General Liability policy shall include Buyer as an Additional Insured on a primary basis without expectation of contribution from any insurance maintained by Buyer. For the duration of the commercial relationship Seller will also maintain statutory Workers Compensation insurance. The required insurance policies will allow for the waiver of the insurer's subrogation rights, which Seller does hereby agree to waive. Seller shall furnish Buyer with a certificate of insurance confirming the foregoing insurance coverages prior to the delivery of Seller's Goods or services. Neither the failure to deliver a certificate of insurance by Seller nor the acceptance of a non-compliant certificate of insurance by Buyer will act as a waiver of the insurance requirements herein. Such insurance shall be placed with insurers having an AM Best rating of at least A-/VII and Buyer will receive thirty (30) days advance written notice from Seller of any termination or reduction in the amount or scope of coverage. Seller will provide an updated certificate of insurance following each renewal of said insurance and at any other time as requested by Buyer. The existence of insurance does not release Seller of any of its obligations or liabilities under the Contract. It shall be Seller's responsibility to ensure that each subcontractor is compliant with Buyer's minimum insurance requirements.
17. **AUTOMOTIVE SERVICE AND REPLACEMENT PARTS.** For any Contracts for Goods that Buyer utilizes for products sold to customers in the automotive industry, Seller will sell to Buyer all Goods necessary to fulfill Buyer's service and replacement parts requirements ("Service Parts"). During the term of this Contract, Seller will sell to Buyer all Service Parts for its current production model at the then-current production prices plus any net cost differential for required unique packaging. If the Service Parts are systems, modules or assemblies, Seller will sell the components or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module, or assembly less the costs of labor involved in connection with the system, module or assembly plus any actual net cost differential for required or unique packaging. If this Contract is in effect at the end of the program, into which the Goods covered by this Contract are incorporated, Seller shall sell Goods to Buyer to fulfill one hundred percent (100%) of Buyer's and its customers' Service Parts for past model production for fifteen (15) years after termination of the current model production of the vehicle involved (the "Post-Production Period"). During the Post-Production Period, the price of the Service Parts shall be determined by the last Contract for current model production plus any actual net cost differential for required unique packaging, shipping and handling. If a dispute arises between Seller and Buyer regarding the Price of Service Parts under this paragraph, Seller shall continue to supply Buyer's requirements for Service Parts at the production prices set forth in the Contract pending resolution of such dispute.
18. **BUYER'S PROPERTY.**
- 18.1. **Rights and Interest in Buyer's Property.** The right, title, and interest in and to all supplies, materials, molds, tools, dies, jigs, fixtures or similar items ordered herein or delivered to Seller by Buyer or its customers for use in manufacturing Goods, or for which Seller is reimbursed by Buyer or its customers ("Buyer's Property") shall be and remain the property of Buyer, shall be used in the manufacture of articles for Buyer exclusively, and shall be promptly delivered to Buyer upon Buyer's request at no additional cost, unless otherwise agreed by Buyer. Buyer's Property, and whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified as Buyer's property. While Buyer's Property is in possession of Seller and until Seller delivers Buyer's Property to Buyer, Seller bears all risk of loss and damage thereto. Seller shall (a) properly house and maintain Buyer's Property on Seller's premises; (b) adequately insure Buyer's Property against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement

value naming Buyer as additional insured; (c) refrain from commingling Buyer's Property with the property of Seller or with that of a third party; (d) take reasonable steps to ensure that Buyer's Property does not become subject to any liens or other claims; and (e) not move the Buyer's Property to another location whether owned by Seller or a third party, without the prior written consent of Buyer. Seller will be responsible for the cost of repairing or replacing Buyer's property if damaged or destroyed regardless of cause or fault. Seller shall not substitute any property for Buyer's Property, and shall not use such property except in filling Buyer's orders. Any special tooling, the full cost or a substantial portion of the cost of which is included in the Price of this Contract, shall constitute the property of Buyer and shall be returned to Buyer, or otherwise disposed of at Buyer's request, at Seller's expense upon completion or termination of this Contract. Buyer will have the right to enter Seller's premises at reasonable times to inspect Buyer's Property and Seller's records pertaining thereto. Seller expressly waives and releases, and agrees not to file or otherwise assert or prosecute or suffer to permit any statutory, equitable or other liens, including but not limited to equitable or other liens, including but not limited to any molder liens, tool liens, builder liens and the like, that Seller has or might have on or in connection with the Buyer's Property for all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing the Buyer's Property. Seller will assign to Buyer any claims Seller has against third parties with respect to the Buyer's Property. Seller shall assume all risk of death or injury to persons or damage to property arising from use of Buyer's Property.

18.2. **Maintenance of Buyer's Property.** Unless otherwise agreed to in writing by Buyer, Seller at its own expense shall keep the 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 the Buyer's Property due to normal use by the Seller, or otherwise, said replacement of Buyer's Property shall be at the sole expense of the Seller and said replacement of Buyer's Property shall remain the property of the Buyer. Buyer does not guarantee the accuracy of any Buyer's Property or the availability or suitability of any supplies or material furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all Buyer's Property or other materials supplied by Buyer prior to any use by Seller.

18.3. **No Warranties. 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 THE 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 the 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 direct, special or consequential damages.

18.4. **UCC-1 Financing Statement.** 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 the Buyer's Property. Failure to file a financing statement will not alter or amend Buyer's ownership rights to the Buyer's Property. Seller shall provide Buyer, upon Buyer's request, with a written inventory of all Buyer's Property.

18.5. **Return of Buyer's Property.** Upon written request, Seller, at its expense, shall immediately deliver the Buyer's Property to Buyer's facility (DAP according to Incoterms 2020), properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller will cooperate with Buyer's removal of Buyer's Property from Seller's premises, regardless of any actual or potential claims between Seller and Buyer, financial or otherwise. Seller agrees that it will comply with obligations hereunder to release Buyer's Property notwithstanding any offsetting claim it may have against Buyer.

19. **CANCELLATION FOR DEFAULT.** Buyer reserves the right to cancel immediately all or any part of each Purchase Order, without any liability of Buyer to Seller, in the event of any default by Seller. The following are causes, among others, allowing Buyer to cancel the Purchase Order: (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 perform or deliver Goods as specified by Buyer and/or that conform to the requirements of the Contract; (iii) 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 Goods; or (iv) if Buyer cancels any other Purchase Order issued by Buyer to Seller in accordance with the terms of such Purchase order (whether or not such other Purchase Order is related to the Purchase Order).

20. TERMINATION FOR CONVENIENCE.

20.1. In addition to any other termination right of Buyer hereunder, Buyer may immediately terminate all or any part of this Contract at any time, for any reason and without liability by notifying Seller in writing. Upon receipt of such notice, Seller shall immediately terminate all work under the Contract, terminate all orders and subcontracts relating to the performance of the work under the Contract, and protect any of Buyer's Property in Seller's possession.

20.2. Upon termination, Seller shall immediately discontinue all work on the terminated portion, except such work as may be necessary to preserve and protect the Goods and materials then in process, and use its best efforts to cancel and terminate all existing orders which are chargeable and relate to the cancelled portion. Subject to the limitations set forth in this Section 20, Buyer's sole liability to Seller shall be to pay: (a) the Contract price for such finished Goods that have been completed in accordance with this Contract as of the date of termination, plus (b) the actual cost of work-in-progress and raw materials incurred by Seller in furnishing the Goods or services under this Contract. Seller shall make any claim for such payment within thirty (30) days of Buyer's notice of termination. Failure of Seller to make a timely claim shall result in Seller waiving any and all claims to the terminated portion. Notice of such claim shall be effective only if accompanied by all relevant information sufficient for Buyer to verify such claim. In addition, Buyer shall have the right to audit all relevant records, facilities, work, or materials of Seller to verify any claim Seller. Buyer may, at its option, require Seller to make delivery to Buyer of any or all raw materials, work-in-progress and finished goods inventory for which Buyer is paying Seller under this Section. In no event will Buyer be required to pay for finished goods, work-in-progress or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any Goods or raw materials that are in Seller's standard stock or that are readily marketable. Payments made under this paragraph will not exceed the aggregate Price for finished Goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Upon Buyer's request, Seller shall cooperate with Buyer in effecting the resourcing of the Goods covered by the Contract to an alternate supplier designed by Buyer.

21. **FORCE MAJEURE.** If Seller is unable to produce, sell, or deliver any Goods or services covered by this Contract, or Buyer is unable to accept delivery, buy or use any Goods or services covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence (a "Force Majeure Event"), then any delay or failure to perform under this Contract that results from such Force Majeure Event will be excused for only so long as such Force Majeure Event continues. A Force Majeure Event may include, but is not limited to, natural disasters, earthquakes, floods, hurricanes, fires epidemics or pandemics, fires, floods, windstorms, sever weather, explosions, government actions, wars, embargos, infrastructure failures, or sabotage. The affected party shall provide the other party with written notice of the occurrence of a Force Majeure Event as soon as practicable and no protections of this paragraph shall apply unless such written notice is timely provided. In the event Seller's performance is delayed by a Force Majeure Event, Buyer at its option may acquire possession from Seller of all finished Goods, work-in-progress, and raw materials produced or acquired for the Contract. Buyer also reserves the right to acquire the Goods elsewhere for the duration of the Force Majeure Event and for a reasonable time afterwards to minimize production disruptions until Seller's facilities are producing the quantities required under this Contract. If a Force Majeure Event affects Seller's performance for more than thirty (30) days following written notice, Buyer may terminate this Contract, in whole or part, upon written notice to Seller. Additionally, Seller shall reimburse Buyer for any increase in price that Buyer is required to pay to a substitute supplier in order to obtain the Goods. Seller acknowledges and agrees that the following will not excuse performance by Seller under theories of force majeure, commercial impracticability, frustration of purpose or

otherwise and Seller expressly assumes these risks: (a) change in cost or availability of materials, components, transportation, or services, supplier actions or contract disputes; (b) failure of Seller's internal business systems related to the proper processing of date information that results in any defect or failure in products or services, deliveries; (c) unprofitability or financial losses of Seller; (d) failure or breakdown of Seller's or its subcontractor's equipment; or (e) any other aspect of performance by Seller or its subcontractors.

22. **CUMULATIVE REMEDIES; SURVIVAL.** The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity. Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Contract by Seller with respect to its delivery of Goods to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required. Sections 7-27 shall survive termination or expiration of this Contract.
23. **DISPUTES; GOVERNING LAW; JURISDICTION.** The construction, interpretation and performance of this Contract and all disputes relating to it ("Disputes") shall be governed by the laws of the State of Michigan, U.S.A. without regard to or application of conflicts of laws principles. The sole and exclusive forum for litigation permitted under this Contract will be the state and federal courts situated within the geographic bounds of Wayne County, State of Michigan (the "Courts"). Seller (a) consents to jurisdiction in the Courts and hereby appoints the pertinent Secretary of State or other applicable government authority as agent for receiving service of process; (b) waives any objection to venue in any of the Courts; and (c) waives any objection that any of the Courts is an inconvenient forum. In any action commenced by either party to this Contract, there shall be no right to a jury trial. **THE RIGHT TO A TRIAL BY JURY IS EXPRESSLY WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW.** Pending final resolution of any Dispute, Seller shall proceed with performance of this Contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.
24. **ATTORNEY'S FEES.** In the event that Buyer is required to bring, defend against, or otherwise participate in, any action at law or in equity to enforce Buyer's rights under any of the provisions in this Contract, Seller shall be obligated to reimburse Buyer for all costs and expenses, including attorneys' fees and expert fees, incurred by Buyer in connection with the action or proceeding.
25. **FAIR LABOR STANDARDS.** Seller hereby agrees to comply with all applicable requirements of Sections 67 and 12 of the Fair Labor Standards Act, 29 USC §§ 201 et seq. in the performance of work under any Contract, and with all applicable regulations and orders issued under Section 14 thereof.
26. **DATA SECURITY.** For purposes of this Section, "Buyer Data" means all data, content, material, confidential information and other information provided by Buyer to Seller or otherwise transmitted to Seller for use in connection with this Contract. 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: (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant Buyer Data, including strictly confidential or secret data, simulations, and AI systems; (b) are in accordance with Buyer's reasonable security requirements; (c) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations; and (d) 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.

Seller shall establish, implement, maintain, and continually improve an Information Security Management System (ISMS) in accordance with ISO 27001:2022 or TISAX AL3 standards. Seller must implement a risk management process to identify, assess, and mitigate information security risks. Seller's senior management must demonstrate commitment to information security policies and practices.

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

the information found therein without consent. Seller will periodically test its systems for potential areas where security could be breached. Seller will report to Buyer immediately any breaches of security or unauthorized access to Seller systems that Seller detects or becomes aware of. Seller will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to Buyer a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Buyer Data.

Without limiting the generality of the foregoing, Seller is solely responsible for the integrity of its email, accounting, invoicing, accounts payable, accounts receivable, and other systems. In the event that any payment to Seller is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Buyer (and its end customer) shall have no further obligation to Seller for such payment. If Buyer (or its end customer) makes any payment to a third party that is lost or misdirected as a result of an unauthorized third party accessing Seller's system, Seller shall reimburse Buyer (or its end customer) for the amount of such payment. The requirements of this Section shall apply regardless of whether Seller hosts the Buyer Data itself or through a third party hosting or cloud services provider.

27. MISCELLANEOUS.

- 27.1. **Entire Agreement.** Unless superseded by a specific signed agreement between Buyer and Seller, this Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the subject matter contained therein and supersedes all prior oral or written representations and agreements.
- 27.2. **Modification.** This Contract may not be modified except by mutual written agreement of the parties.
- 27.3. **Severability.** If any provision of this Contract is held to be invalid illegal or otherwise unenforceable, then such provision shall be deemed modified to the extent necessary to make such provision enforceable, or, if not practicable, then deleted. The unenforceability of any portion of this Contract shall not impair or affect the validity and enforceability of the remainder.
- 27.4. **Assignment.** Seller may not assign, transfer or subcontract this Contract or any rights or obligation thereunder without the prior written consent of the Buyer.
- 27.5. **Translation.** Buyer may provide translated versions of these Terms and Conditions; however, the English language version of these Terms and Conditions will control in the event of any disagreement over the meaning or construction of any translated provision.
- 27.6. **Independent Contractor.** Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party authority to assume or create any obligation on behalf of or in the name of the other party.
- 27.7. **No Waiver.** The failure by Buyer to insist upon the performance of any term or condition of this Contract, or to exercise any right hereunder, shall not be construed as a waiver of the further performance of any such term or condition or the exercise in the future of any such right. No waiver by Buyer of any of these Terms and Conditions or a provision of the Contract shall be construed as a permanent waiver of such term or condition or of any other term or condition.