

Telamon International Corp.  
Purchase Order Terms & Conditions

These Terms and Conditions are incorporated by reference and apply to Telamon Purchase Orders and other purchasing documents transmitted in writing (“**Orders**”) by the Telamon affiliate identified on the face of this Order (the “**Buyer**”) to the supplier identified on the face of this Order (the “**Supplier**” and together with the Buyer, the “**Parties**”) for the products listed on the face of this Order, including all raw materials, components, tooling, equipment and supplies to be delivered by and all services to be performed by Supplier. These Terms and Conditions apply to the Order except as expressly modified in writing by the Buyer. If the Parties execute a commercial agreement or master supply agreement (“**MSA**”) and these Terms and Conditions conflict in any way with the MSA, the terms of the MSA take precedence over these terms.

1. **Acceptance and Term.** This Order constitutes an offer to buy the good and/or services listed on the face of the Order (the “**Goods**”). SUPPLIER’S ACCEPTANCE IS EXCLUSIVELY LIMITED TO ACCEPTANCE OF BUYER’S TERMS. BUYER HEREBY OBJECTS TO AND REJECTS ANY PROPOSAL BY SUPPLIER FOR ADDITIONAL OR DIFFERENT TERMS. If Supplier proposes additional or different terms which relate to the description, quantity, price or delivery schedule of the Goods, Supplier’s proposal will operate as a rejection of Buyer’s offer; in all other cases, Supplier’s proposal will be deemed a material alteration of Buyer’s terms and Buyer’s terms will be deemed accepted by Supplier without Supplier’s additional or different term. If this Order is deemed an acceptance of Supplier’s prior offer, Buyer’s acceptance is expressly conditional on Supplier’s assent to Buyer’s terms. This Order is accepted by Supplier either expressly or implied by beginning performance under this Order. Any reference to Supplier’s quotation or other documentation issued by the Supplier shall be for informational purposes only and shall not be construed as acceptance of Supplier’s terms and conditions. Subject to the Parties’ termination rights and except as otherwise provided in any applicable MSA, this Order shall be binding on the Parties for: (a) if the face of this Order specifies that it is a blanket purchase order, the length of Buyer’s commitment to supply its end customer plus any post-production spare parts commitment specified on the face of this Order or (b) if this Order is not a blanket purchase order, until Supplier fulfills its obligations under this Order (the “**Term**”).

2. **Changes.**

2.1. Buyer reserves the right at any time, by written instructions signed by an authorized representative of Buyer, to make changes in the work to be performed or the items to be furnished hereunder, including drawings, designs, specifications, method of shipment, packing, time of delivery, place of delivery, and quantity of items ordered. Supplier agrees to implement such changes promptly and any reasonable difference in Supplier’s cost or time for performance resulting from such changes shall be negotiated by the Parties with a price adjustment and/or change in delivery schedule after receipt of documentation in such form and detail as Buyer may reasonably direct. Failure to agree to any adjustment shall be a dispute and shall not excuse Supplier from proceeding with the Order as changed. If any third party (e.g., Buyer’s customer) changes Supplier’s performance requirements without Buyer’s consent, Supplier shall be liable to Buyer for any costs incurred by Buyer related to the change in the goods and services, including but not limited to re-inspection, late shipments to such third party, premium freight and sorting.

2.2. Without (i) submitting a Supplier Request for Engineering Approval in the form specified by Buyer from time to time and (ii) the prior approval of Buyer on the face of an Order amendment or other writing signed by an officer of Buyer, Supplier shall not make any changes to any Order or the Goods covered by an Order, including, without limitation, changing: (i) any third party supplier to Supplier of services, raw materials or goods used by Supplier in connection with its performance under an Order, (ii) the facility from which Supplier or such supplier operates, (iii) the price of any of the Goods covered by an Order, (iv) the nature, type or quality of any services, raw materials or goods used by Supplier or its suppliers in connection with an Order; (v) the fit, form, function, appearance, performance of any Goods covered by an Order; or (vi) the production method, or any process or software used in the production or provision of any Goods under an Order. Any changes by Supplier to any Order or the Goods covered by an Order without the prior approval by Buyer on the face of an Order amendment or in a signed writing by an officer of Buyer, shall constitute a breach of an Order. Buyer reserves the right to assess a fee in the amount

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specified in Buyer's quality manual, as modified from time to time, to cover Buyer's costs and review time in evaluating and obtaining approval of Buyer's customer for each Supplier Request for Engineering Approval.

3. **Quantity.** If this Order is a Blanket Purchase Order, Buyer will issue a weekly PO Release (“**Release**”) and an Open PO and Forecast Report (“**Forecast**”) to Supplier. The Release will outline firm delivery requirements for a five (5) week period, unless otherwise specified. The Forecast will list all open Releases and provide a forecast of quantities for a thirty (30) week period, unless otherwise specified. Any quantities of Goods cited in or pursuant to this Order are preliminary and non-binding, except for quantities of Goods listed in a Release. Supplier is responsible for all excess and obsolete inventory. This Order is not exclusive. Buyer may acquire the same or similar products from others. Buyer makes no representation or warranty as to the quantity of Goods to be purchased other than as set forth in a Release.
4. **Capacity.** If this Order is a Blanket Purchase Order, Seller will maintain production and delivery capacity to meet 120% of a Buyer's quoted program volume for each Good. Buyer at its option may draw down such inventory and, in such event, Seller will have a reasonable time to replenish the inventory. Seller will immediately inform Buyer if there is any risk of deviation from the Releases and capacity requirements and shall take all available measures to avoid such deviation.
5. **Delivery.**
  - 5.1. Time is of the essence. Delivery must be completed within the time specified on the Order or in accordance with the delivery method established by Buyer. Unless Buyer requests extra shipments in any week, Buyer's obligation to pay freight charges under any Order in which Buyer is responsible for freight charges is limited to a single shipment per week, and Supplier will bear all freight charges for extra shipments in the same week. In the event Supplier's deliveries fail to conform to the due date and quantities specified on the current Release or Order, Supplier shall be responsible for all damages suffered by Buyer, including, without limitation: (a) all premium freight (in-bound or out-bound from Buyer) and premium charges reasonably necessary to meet Buyer's schedule and customer delivery requirements, and (b) any chargeback or other costs or damages assessed by Buyer's customers for delays or non-conforming deliveries attributable to Supplier. Buyer retains the right to terminate this Order, in whole or in part, for any late deliveries.
  - 5.2. Unless otherwise specified in the Order, delivery of the Goods shall be made FCA named place of origin (Incoterms 2020).
  - 5.3. All shipments must contain documentation specified by the Buyer and shall at a minimum include a listing of Goods, Order number, plant name, invoice number, quantities, volume or level of service, and receiving locations. Supplier shall give written notice of shipment to Buyer when Goods are delivered to a carrier for transportation.
  - 5.4. Buyer may from time to time provide predictions and forecasts of anticipated future orders for the convenience of Supplier. Buyer will not be liable for Supplier's commitments or production arrangements in excess of the amount or in advance of the time required under Buyer's delivery schedule. If Supplier delivers Goods in advance of Buyer's delivery schedule, Buyer may either (i) return such Goods at Supplier's expense for proper delivery, or (ii) withhold payment for such Goods until the scheduled delivery date and place such Goods in storage for Supplier's account until the scheduled delivery date, and Supplier bears risk of loss.
  - 5.5. Supplier shall comply with all relevant import and export laws. If Goods are ultimately consigned to Buyer or Buyer is the Importer of Record, Supplier shall provide any applicable information necessary for Buyer's compliance with relevant laws. For ocean shipments to the United States, Supplier will provide the following data via electronic mail to Buyer's agent a minimum of three (3) business days prior to cargo lading to comply with Importer Security Filing (“**ISF**”) requirements: (i) Automated Manifest System (AMS) bill of lading number (lowest level), (ii) vessel name, (iii) voyage number, (iv) cargo lading date, (v) seller name and address, (vi) buyer name and address, (vii) importer of record number, (viii) consignee number, (ix) manufacturer name and address, (x) ship-to name and address, (xi) container stuffing location

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name and address, (xii) consolidator (stuffer) name and address, (xiii) country of origin, (xiv) Harmonized Tariff Number, and (xv) Buyer part number of each invoice line item. The ISF pre-alert shall also include invoice number(s) for shipment.

- 5.6. If the Goods will be delivered to a destination country having a trade preferential, customs union agreement or customs program (“**Trade Agreement**”) with Supplier’s country, Supplier shall cooperate with Buyer to review eligibility of materials, products or services for any special program for Buyer’s benefit and provide Buyer required documentation to support the applicable special customs programs to allow duty free or reduced duty entry of materials or products into the destination country. Similarly, should any Trade Agreement applicable to the scope of these terms and conditions or Order exist at any time during the Term and be of benefit to Buyer, in Buyer’s judgement, Supplier shall cooperate with Buyer’s efforts to realize any such available credits, including counter-trade or offset credit value, which may result from these terms and conditions or Order, and Supplier acknowledges that such credits and benefits shall inure solely to Buyer’s benefit. Supplier shall agree and cooperate with any verification audit/on-site inspection at Supplier’s facilities requested by Buyer or Buyer’s Customs authorities to verify compliance with the rules of origin requirements.
  - 5.7. Supplier will review and comply with the security criteria of the Customs-Trade Partnership Against Terrorism (**C-TPAT**) program of the United States Customs & Border Protection agency. Detailed C-TPAT minimum security criteria are available at <https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>. Supplier will complete a security questionnaire, grant access to facilities, and/or other written verification of compliance to these criteria upon request, including those of sub-tier suppliers or other service providers chosen by Supplier in provision of the Goods. Supplier will notify Buyer immediately of any breach of security in the supply chain. Supplier acknowledges failure to respond to requests in this clause and/or subsequent corrective actions will be reasonable grounds for termination of the Order.
6. **Quality.** Supplier shall maintain an inspection and quality system acceptable to Buyer and in conformity with all drawings, specifications, and data that are part of this Order and with any quality program of Buyer described in materials referenced in this Order. Supplier shall maintain adequate inspection and test reports, affidavits, and certifications relating to the work performed under this Order, retain such records for a period of ten (10) years after completion of this Order or as otherwise specified by Buyer, and make such records available to Buyer upon request. Supplier acknowledges that Buyer may reduce its inspection procedures in reliance upon Supplier’s maintenance of a quality system.
7. **Inspection and Acceptance of Goods.**
- 7.1. Buyer may inspect all Goods ordered at all times and places, including during the period of manufacture. Supplier shall permit Buyer or its designees’ access to Supplier’s facilities at all reasonable times upon reasonable notice and will provide all tools, facilities, and assistance reasonably necessary for such inspection at no additional cost. All Goods are subject to final inspection and acceptance after delivery to Buyer.
  - 7.2. Payment for delivered Goods does not constitute acceptance. Buyer may reject any Goods that do not meet the specifications set forth in this Order. Buyer may return any such Goods to Supplier for reimbursement, credit, replacement or correction at the Buyer’s discretion, or Buyer may correct or otherwise replace such Goods at Supplier’s cost. Any Goods rejected by Buyer will be at Supplier’s risk and expense. Supplier will reimburse Buyer for any packaging, handling, and transportation costs Buyer incurs with respect to rejected Goods.
  - 7.3. Buyer may revoke its acceptance of Goods at any time, whether or not a substantial modification to the Goods has been made, if a defect in the Goods which could not be discovered during Buyer’s normal inspection procedures or which is not normally discoverable until the Goods are used, substantially impairs the value of the Goods to Buyer.
  - 7.4. Neither Buyer’s exercise of nor its failure to exercise any rights provided hereunder relieves Supplier from responsibility for such Goods that are not in accordance with the order requirements.

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**8. Life Cycle Offer/Obligation to Provide Service and Spare Parts.**

- 8.1. Supplier shall offer its products from the beginning of series production of the contract products over the entire life cycle of the project.
- 8.2. Supplier also is obligated to adhere to the obligation in the automotive industry to provide spare parts for 15 years after a vehicle design or specific part concludes production. During the applicable vehicle program production life and for five years after a vehicle design concludes production or specific part concludes production, Supplier will supply Buyer's written spare parts and service parts orders for the same Supplies, component parts and materials. The series production price set forth in the last order before end of the vehicle program life. Then, adequate and commercially customary prices shall be mutually and reasonably agreed between the Parties.
- 8.3. For an additional ten years (or a different period if agreed in writing by the Parties), Supplier will sell Goods to Buyer in order to fulfill Buyer's past model service parts requirements, at price(s) based on the most recent spare part price(s), taking into account actual, documented differences in the cost of materials, packaging, and costs of production after any of Buyer's current model purchases have been completed, as mutually and reasonably agreed by the Parties.

**9. Product Warranties.**

- 9.1. Supplier warrants that the Goods (i) will be fit and sufficient for the purpose intended; (ii) will be of merchantable quality and free from all defects, including defects in material and workmanship and defects in design; (iii) will conform with all representations, descriptions, samples, drawings, plans, specifications, designs, and other data supplied by Supplier or listed on the front side of this Order; (iv) will be new and adequately marked, contained, packaged and labeled; (v) will comply with all State and Federal laws applicable thereto, including all laws applicable to the manufacture of the Goods; and will be free from liability for royalties, patent rights, liens, and encumbrances. Supplier further warrants that: (i) it will not substitute for specified materials or goods without the prior written consent of Buyer, and (ii) upon delivery of the Goods, Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind. The foregoing warranties are cumulative with those available to Buyer by law.
- 9.2. All warranties hereunder will survive Buyer's acceptance, use, and payment and will pass through to Buyer and its customers. The warranty period shall be the later of: (i) one (1) year from the later of delivery or final run-off for machines, equipment, spare parts and/or service; (ii) the lesser of five (5) years or the duration of Buyer's warranty granted to Buyer's customer or the OEM; or (iii) as provided by applicable law. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with Supplier's warranties.
- 9.3. Buyer's review or approval of any samples, drawings, specifications, or other data developed by Supplier in connection with this Order does not limit Supplier's responsibility under the warranties contained in or alter the cost, rate of output or delivery requirements of this Order.
- 9.4. Buyer's specifications are requirements that take precedence over industry standards; Supplier shall advise Buyer in writing if Buyer's specifications or requirements are not as extensive as industry standards.
- 9.5. If Supplier's products are subject to recall, service fix, or safety campaign (whether required or recommended by Supplier, Buyer, a government or regulatory body, or a third party) as a result of suspect, defective or allegedly defective goods sold by Supplier and incorporated into Buyer's products, Supplier shall reimburse Buyer for all costs and expenses arising from such situation.
- 9.6. Supplier shall timely repair or replace, at its own cost, all non-conforming Goods and perform any necessary work in connection with any warranty claim. If Goods are not repairable, Supplier shall replace the non-conforming Goods free of any and all charges to Buyer and shall reimburse Buyer for any and all expenses incurred by Buyer or Buyer's customer in relation to the non-conforming Goods.

**10. Price.**

- 10.1. Supplier warrants that the prices for the Goods sold to Buyer hereunder are complete, including all applicable taxes, fee, duties, etc., and are no less favorable than Supplier currently extends to any other customer for the same or similar Goods in similar quantities. If Supplier reduces its prices for such Goods

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to one or more other customers during the Term of this Order, Supplier will correspondingly reduce its prices to Buyer for such Goods. During the Term of this Order, Supplier agrees not to increase prices nor request any price increase, regardless of the cause or reason. Supplier assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rates, export taxes, tariffs, duties, increases in raw material costs, inflation, increases in labor and other production costs or any other event that impacts the price or availability of materials or supplies. Unless otherwise agreed in writing by a duly authorized representative of Buyer, such price increases or requests for price increases shall have no effect. No additional charges of any kind, including but not limited to charges for packing, boxing, cartage or other extras will be allowed unless agreed to in writing signed by an authorized representative of Buyer. Price shall include all federal, state and local taxes and other governmental charges applicable to the Order, and Supplier shall pay the same.

10.2. Supplier warrants its pricing, terms, delivery and quality are consistent and competitive with the industry. If Buyer reasonably determines that Supplier's performance is not competitive with the industry, Buyer shall give Supplier an opportunity to correct such deficiencies within (i) ten (10) days of Buyer's notice in the case of noncompetitive delivery, service or quality or (ii) sixty (60) days of Buyer's notice in the case of noncompetitive pricing. If Supplier fails to correct such deficiency within the applicable period, or Buyer determines in its reasonable discretion that Supplier is unable to correct such deficiency, then Buyer may terminate this Order and/or any undelivered quantities of such Goods under outstanding Releases. In the event of such termination, Buyer shall have no liability other than payment of the agreed purchase price of Goods delivered prior to the termination date.

10.3. Supplier warrants that it shall refund to Buyer or otherwise credit Buyer's account or invoices for any refunds, credits, returns, or other remittances that Supplier receives for customs, duties, taxes, shipping or other expenses.

11. **Indemnification.** Supplier shall indemnify, defend and hold harmless Buyer, its officers, employees, agents, successors, assigns, customers and users of its products from and against any and all losses, expenses, damages, claims, suits, and liabilities (including recall, repair and replacement expenses, and other incidental and consequential damages, court costs, and attorneys' fees) arising out of or relating to (i) any breach of any representation, warranty or covenant of this Order by Supplier; (ii) any negligent or intentional acts or omissions or willful misconduct of Supplier; (iii) any failure of Supplier to comply with or observe any applicable law; (iv) any injury, disease, or death of any person, fine, penalty, or damage to or loss of any property, by whomever suffered, which is claimed to have resulted in whole or in part from the purchase, sale, use or operation of Goods, including Supplier's provision thereof, or any actual or alleged defect in such product, whether latent or patent, including any alleged failure to manufacture the Goods according to Buyer's requirements or specifications; (v) any recall of the Goods; (vi) any third party claim regarding Supplier's performance of this Order; (vii) any third party claim regarding Buyer's use of Supplier's intellectual property in compliance with this Order; (viii) any claim that the Goods infringe or misappropriate any patent, trademark, copyright, trade secret, know-how or other intellectual property or other proprietary right of a third party due to Supplier's sale, use, or creation of the Goods, including the Goods and designs developed by Supplier, whether alone or in combination; (ix) to the extent Supplier is the importer of record for Goods, any countervailing duties or other customs related taxes, tariffs or other charges or penalties that may be imposed and, to the extent permitted by law, any preliminary dumping duties that may be imposed on the sale of Goods; and (x) any lien by a subcontractor of Supplier or any lower tier subcontractor engaged by Supplier, including any third-party tool maker.

12. **Force Majeure.** Any delay or failure of either Buyer or Supplier to perform its obligations hereunder shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, or court injunction or order ("**Force Majeure**"). Supplier's delay or inability to perform due to Supplier's insolvency or lack of financial resources is deemed to be in Supplier's control. The change in cost or availability of materials or components, customs duties, tariffs or similar costs imposed by the government,

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contract disputes or any labor disruption applicable to Supplier or any of its subcontractors or suppliers will not excuse Supplier's performance (under theories of force majeure, commercial impracticability or otherwise) and Supplier assumes these risks. The Party affected by such Force Majeure shall promptly notify the other Party in accordance with the notice requirements of this Order of: (i) the existence of such Force Majeure, (ii) its expected duration, (iii) the estimate effect of such Force Majeure will have on the notifying Party's ability to perform its obligations under this Order, and (iv) when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The affected Party shall use best efforts to mitigate the impact of such Force Majeure circumstances on the performance of its obligations hereunder. As soon as Supplier determines it will not perform or that performance will be delayed, Supplier shall provide Buyer with prompt written notice of such delay. During such period of delay, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Supplier by such quantities, without liability to Buyer, or have Supplier provide the goods from other sources in the quantities and at the delivery times requested by Buyer and at the price set forth in this Order. If requested by Buyer, Supplier shall, within ten (10) days of the request, provide adequate assurance that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Supplier does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel this Order without liability.

13. **Termination for Convenience.** Buyer may terminate this Order or any part of it for convenience by written notice to Supplier. Upon receipt of notice of termination, Supplier will immediately stop all work hereunder and cause any of its suppliers or subcontractors to cease such work. Buyer will pay Supplier for the following amounts without duplication: (a) the price for all conforming Goods ordered in any Release or, if this Order is not a Blanket Purchase Order, the face of this Order, as applicable, which have been completed and not previously paid, (b) the reasonable, actual, direct and documented costs of merchantable and useable work-in-progress, raw materials and parts and components incurred by Supplier to furnish Goods under the current Release that are not usable by Supplier for any other purpose, provided that the foregoing shall not exceed the quantities specified in the current Release. In the event of termination of this Order by Buyer as a result of an OEM cancellation of a vehicle program, Buyer will only be obligated to reimburse Supplier for any costs under this Section if, when, and to the extent that Buyer's customer reimburses Buyer for such costs. Payment under this Section shall constitute the exclusive liability of Buyer if Buyer terminates this Order under this Section.

Notwithstanding the foregoing, in the event that this Order relates to Buyer's purchase of equipment (as that term is defined under Article 9 of the Uniform Commercial Code), Buyer's obligation to pay Supplier will be limited to: the lesser of (i) Supplier's actual cost for direct labor and other expenses directly and reasonably incurred pursuant to this Order prior to receipt of notice of termination or (ii) the percentage of the original purchase price equivalent to the portion of work done by Supplier prior to receipt of notice of termination bears to the entire work covered by this Order, both less any previous payments. Except as provided in this Section, Buyer will not be liable for and will not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profits, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from the termination of any Order for Buyer's convenience. Buyer will not pay for any work done after Supplier's receipt of notice of termination, nor any costs incurred by Supplier's suppliers or subcontractors that Supplier could reasonably have avoided. **IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER ARISING OUT OF OR RELATED TO GOODS OR SERVICES PROVIDED TO BUYER, REGARDLESS OF THE BASIS OF SUCH CLAIM.**

14. **Termination for Cause.** Buyer may terminate this Order, in full or in part, for cause in event of a Default by Supplier. "**Default**" is defined as (i) Supplier's failure to comply with any of the terms and conditions of this Order; (ii) Supplier's failure to give Buyer, upon request, reasonable assurances of Supplier's future performance; (iii) insolvency, bankruptcy, liquidation, or dissolution of Supplier; or (iv) any other event which causes reasonable doubt as to Supplier's ability to render due performance of this Order. If after termination for Default, it is determined that Supplier was not in Default, the rights and obligations of the Parties will be the

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same as if the termination was for Buyer's convenience. Buyer's rights under a Default shall be cumulative with any other rights it has under law.

15. **Confidentiality and Proprietary Information.** Supplier shall treat all information furnished by Buyer hereunder (including other documents prepared by Supplier for Buyer in connection with this Order) as confidential information and will not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Supplier obtains Buyer's prior written consent. Supplier will not advertise or publish that Buyer has a contract to purchase Goods from Supplier or disclose any information relating to this Order without Buyer's prior written permission.
16. **License to Repair; Use of Intellectual Property.** Supplier hereby grants to Buyer a nonexclusive, royalty-free, irrevocable worldwide license to use, repair, rebuild, reconstruct, sell, offer to sell, and relocate the Goods. Supplier also grants to Buyer a nonexclusive, paid-up, irrevocable, worldwide license to use all copyrighted materials of Supplier which are furnished to Buyer during the course of Supplier's performance hereunder and which relate to Goods. Without limiting the generality of the foregoing, Buyer's use of such copyrighted materials pursuant to such license include reproduction, distribution to others, and public display. Supplier warrants that no article, machine, Good, component, material or service provided by Supplier shall be a misuse or misappropriation of any trade secret or infringe any patent, copyright, trademark, industrial design right or other proprietary right not owned or controlled by Supplier and that neither the normally anticipated uses thereof by Buyer, nor any specified methods of using the same known by Supplier to be contemplated by Buyer, will infringe any patent, copyright, trademark, industrial design or other proprietary right. Supplier will defend and indemnify Buyer, its subsidiaries, affiliated entities and customers against (and hold them harmless from) any claim, judgment, decree, cost or expense it or they may suffer or incur (including attorneys' fees and other expenses) resulting from, incident to, or arising from any misuse or misappropriation of any patent, trademark, copyright, industrial design right or other proprietary right relating to any articles, machines, goods, components, materials or services provided or used by Supplier in the design, manufacture or sale of Goods or services. Supplier expressly waives any claim against Buyer and Buyer's customers that any such infringement arose out of compliance with Buyer's or any of Buyer's customers' specifications or requirements.
17. **Insurance.** Supplier shall maintain and require its subcontractors to maintain adequate insurance, on a commercially reasonable basis, including, but not limited to: (i) comprehensive general liability insurance of at least \$1,000,000 combined single limit for bodily injury and property damage, including owner's and contractors' protective coverage, contractual liability coverage and products/completed operations coverage, (ii) Product Liability coverage of \$10,000,000 per incident, (iii) Worker's Compensation coverage no less than required by applicable law, including Employer's Liability coverage of \$500,000, (iv) Product Recall coverage of \$10,000,000 per recall, (v) comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles of \$1,000,000 combined single limit for bodily injury and property damage, and (vi) excess liability coverage of \$10,000,000 per occurrence. Supplier shall furnish certificates evidencing such insurance that will expressly provide that no expiration, termination or modification will take place without thirty (30) days' written notice to Buyer. Any property used by Supplier in the performance of this Order will be deemed to have been under the sole custody and control of Supplier during the period of such use by Supplier.
18. **Buyer's Property.** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly to Supplier to perform this Order, or for which Supplier has been reimbursed by Buyer, or for which Buyer has agreed to reimburse Supplier, will be and remain the property of Buyer and held by Supplier on a bailment basis ("**Buyer's Property**") and will be marked or tagged by Supplier as such. Buyer's Property will not be used by Supplier for any purpose other than the performance of this Order; and will not be moved from Supplier's premises or altered without Buyer's prior written consent. Supplier will keep adequate records of Buyer's Property, which records will be made available to Buyer upon request, and will store, protect, preserve, repair and maintain Buyer's Property in accordance with sound industrial practice, at Supplier's expense. Any Buyer's Property repaired, rebuilt, modified or replace by Supplier will remain the property of Buyer, regardless of whether the Buyer has reimbursed Supplier

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for such costs. Buyer will have the right to enter Supplier's premises at reasonable times to inspect Buyer's Property. To the extent permitted by law, Supplier waives any lien or other rights that Supplier might otherwise have on any of Buyer's Property for work performed on such property or otherwise. Upon the request of Buyer, Buyer's Property will be promptly released to Buyer or delivered to Buyer by Supplier either (1) FCA (Incoterm 2020) transport equipment at Supplier's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (2) to any location designated by Buyer, in which event Buyer will pay to Supplier the reasonable costs of delivering such property to such location. Supplier's obligations to release or deliver Buyer's Property shall not be subject to any setoff or counterclaim arising from this or any other transaction with Supplier. To the extent that Buyer's Property is in the possession or control of a subcontractor or supplier to Supplier, Supplier will cause such party to release such property to Buyer in accordance with this paragraph.

19. **Service and Replacement Parts.** Supplier shall sell Buyer Goods necessary for Buyer to fulfill its current model service and replacement parts requirements at the prices set forth on this Order. During the 15-year period after Buyer completes current model purchases, Supplier will sell Goods to Buyer to fulfill Buyer's past model service and replacement part requirements. Unless otherwise agreed to by Buyer, the prices for the first five (5) years of this period will be OEM Prices in effect at the conclusion of the current model purchase period. For the remainder of the period, the price will be the OEM Prices in effect at the conclusion of the current model purchase period plus agreed adjustment to compensate for reduced volumes. As used in this Section, the term "**OEM Prices**" means the prices of Goods that used in the products that are shipped directly or indirectly to a vehicle assembly plant to support vehicle production.
20. **Special Notice by Supplier and Supplier's Continuing Obligation for Breach.**
- 20.1. The Parties expressly acknowledge that the items purchased or ordered by Buyer from Supplier represent a component that will be incorporated in a motor vehicle. The automotive industry has distinct market conditions such as competitive pricing, qualification requirements, high quality standards, recalls, PPAPs, just-in-time inventory, supply continuity, national and international regulations, and other special obligations. Certain Supplier's obligations under this Section shall also apply in the event of Supplier's breach.
- 20.2. Accordingly, the Parties agree that Supplier shall provide at least 180 days written notice in advance of any contract expiration, or of any extension, to Buyer if Supplier unilaterally decides to cease or discontinue production of the Goods under this Order, including at the end of this Order. After notifying Buyer of a decision to discontinue production or for Supplier's breach, Supplier shall build an inventory adequate to allow a proper transition of tooling, raw materials, customer approvals, ramp up schedules, long-lead time items, and other reasonable arrangement for transition to another supplier.
- 20.3. Supplier accepts and understands the distinct market conditions outlined above. Accordingly, if Supplier fails to provide timely notice under this Section or breaches this Order, Supplier waives all defenses and immunities to Buyer's application for injunctive relief, declaratory judgment or other relief provided under this Order or by law. Supplier agrees to continue its performance, without objections or conditions, for a reasonable time but not less than 120 day after any contract, order, release, or written authorization issued by Buyer has expired.
- 20.4. Supplier accepts complete liability for all damages and costs incurred or suffered by Buyer because of Supplier's failure to provide such timely notice, breach of contract, failure to perform or incomplete performance under such transition plan, or the Parties failure to agree on a transition plan. Supplier agrees Buyer shall have the right to withhold any payment for any Supplier failure.
- 20.5. Regardless of any timely notice or for breach by Supplier, Supplier shall not be relieved of producing parts unless and until Buyer agrees that the transition to another supplier has been completed and Buyer has obtained any customer approval. Further, regardless of any timely notice, Buyer reserves the right, and Supplier agrees without objection, to extend the Term of this Order by up to twelve (12) months with pricing, terms, and conditions in effect at the end of the then current Term.



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- 20.6. In addition, regardless of any special notice, transition, or exit from the business, Supplier shall retain its obligations to provide service parts under the previous Section (Service and Replacement Parts), unless Buyer agrees that the obligation has been properly accepted by a successor supplier.
21. **Audit.** Buyer shall have the right to inspect and audit Supplier's facilities, books and records, and check all molds, tools, tooling, dies, jigs, fixtures, other capital equipment, processes, parts, documentation, costs and all other items and information relevant to Supplier's performance of this Order, any MSA, or Release and to Supplier's compliance with any such agreement, including these terms and conditions, in such detail or manner as Buyer in its sole discretion shall determine. Supplier will fully cooperate with Buyer in the event of any such investigation or audit. Supplier will retain all appropriate records for inspection or audit for a period of not less than two (2) years after termination or expiration of the MSA, this Order or Release. Supplier agrees that Buyer's customers may exercise the foregoing inspection and audit rights in addition to Supplier.
22. **Compliance and Taxes.** Supplier shall fully comply with any and all applicable laws of the country in which the Goods are manufactured and delivered and the countries in which products into which the Goods are incorporated are to be sold, including, but not limited to laws, rules, codes, regulations, orders and industry standards that (i) relate to the manufacture, disposal, labeling, transportation, importation, exportation, licensing, approval or certification of Goods, (ii) relate to environmental protection, data protection and privacy, wages, hours and conditions of employment, discrimination, occupational health/safety and motor vehicle safety, (iii) relate to any relevant laws that regulate money laundering, anti-corruption, bribery anti-terrorism efforts, trade embargos and economic sanctions. Supplier warrants (i) that neither it nor any of its subcontractors and (sub-) suppliers is involved in human trafficking, will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, and (ii) that it and any subcontractors and (sub-) suppliers guarantee freedom of association and collective bargaining in the supply of Goods. At Buyer's request, Supplier shall certify in writing its compliance with the foregoing. Supplier will indemnify and hold Buyer harmless from any claim, liability, loss, damages, costs and expenses (including, without limitation reasonable attorneys' fees) arising from or relating to federal, state, or local sales, use, Value Added Tax, or excises taxes levied upon, or measured by, the sale, the sales price, or use of the Goods. Supplier will list separately on its invoice any such tax lawfully applicable to the Goods and payable by Buyer with respect to which Buyer does not furnish to Supplier lawful evidence of exemption.
23. **Setoff.** In addition to any right of setoff or recoupment provided by law, all amounts due to Supplier shall be considered net of indebtedness or other obligations of Supplier and its affiliates to Buyer and its affiliates, and Buyer and its affiliates shall have the right to set off against or to recoup from any amount due to Supplier and its affiliates.
24. **Payments.** Buyer will pay the prices stipulated on this Order for Goods delivered and accepted, less deductions, if any, as herein provided, but only: (i) upon submission by Supplier of an invoice within one hundred eighty (180) days of delivery of Goods, or (ii) pursuant to other mutually agreed arrangements. The prices for Goods will not be subject to any variation without the prior written consent of Buyer. Unless otherwise specified, Buyer shall pay invoices no later than ninety (90) days after the date of a correctly presented and undisputed invoice, provided that Supplier shall not date any invoice prior to the date of shipment of the corresponding Goods ("**Payment Period**"). Buyer issues checks once per week, which may result in payments delayed beyond the Payment Period; Supplier agrees that this delay complies with the Payment Period.
25. **Remedies.** The rights and remedies provided Buyer herein are cumulative and in addition to any other remedies provided by law or equity. Buyer's waiver of a breach of any provision hereof will not constitute a waiver of any other breach.

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26. **Severability.** Any provision of this Order which is finally determined to be unlawful or unenforceable will be deemed severed from this Order and every other lawful provision of this Order will remain in full force and effect.
27. **Assignments and Subcontracting.** No part of this Order may be assigned or subcontracted without the prior written consent of Buyer. If Buyer has given Supplier express written consent to use subcontractors, Supplier will obtain from each such subcontractor rights and obligations no less favorable to Buyer than the provisions of this Order.
28. **Notices.** All notices, requests, consent, demands, waivers, and other communications to Buyer under this Order must be in writing and delivered electronically to Buyer (with confirmation of transition) to the following address: ProcurementTeamWireHarness@telamon.com.
29. **Governing Law.** This Order and all matters arising out of or relating to this Order are governed by, and construed in accordance with, the laws of the State of Indiana, United States of America, without regard to the conflicts of laws provisions thereof, and the Convention on Contracts for the International Sale of Goods shall not apply. The Parties hereby stipulate irrevocably that they hereby submit to the personal jurisdiction of the federal or state courts serving Marion County, Indiana and hereby waive all challenges to the personal jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdiction by suit on the judgment or in any other manner by law.