

## **Hollingsworth Logistics Group, LLC**

### **General Terms and Conditions**

These General Terms and Conditions "**GTC**" shall apply to all purchases by Hollingsworth Logistics Group, LLC and its affiliates ("Purchaser").

"Seller" means the person or company to whom this document is addressed.

#### **1.0 DEFINITIONS AND CONSTRUCTION**

The following definitions shall have the meaning as set out below. Terms defined in these GTC shall have the same meaning in all documents being part of the Agreement, unless the wording or context expressly provides otherwise.

- 1.1 "Activities" and "Rate Sheet" means an appendix to the Service Contract setting out the service activities to be provided and the rates and prices and any other compensation to apply for the Service (as amended from time to time by agreement of the Parties in writing); also referred to as the "Rate Sheet".
- 1.2 "Agreement" means the agreement between Purchaser and Seller, including these GTC; as applicable, any Framework Contract, Statement of Work, Service Contract, Rate Sheet or Purchase Order or other such similar agreement, including all appendices and attachments executed by the Parties.
- 1.3 "Goods" means knocked down materials, production material, packaging material, finished products, spare parts or any other materials.
- 1.4 "Employee" means an employee, personnel, worker, or temporary worker, including consultants hired by Seller or Purchaser which are not acting as independent subcontractors, but as additional resource.
- 1.5 "Party" means Seller and Purchaser, respectively and "Parties" means Seller and Purchaser, collectively.
- 1.6 "Purchase Order" means a transport order, booking of transport or other purchase order.
- 1.7 Except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or". Whenever the Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The headings of the Agreement are for convenience of reference only and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained in the Agreement. The term "including" or "includes" as used in the Agreement means including "without limiting" or "without limitation".
- 1.8 To the extent not expressly prohibited by applicable law, if these GTCs or the Agreement are translated from English to another language into a dual language Agreement, the English versions shall prevail over any such translations.

#### **2.0 OFFER AND ACCEPTANCE**

- 2.1 The Purchase Order is an offer to Seller by Purchaser to enter into the agreement it describes and it shall be the complete and exclusive statement of such agreement. Seller shall accept the offer in writing or by beginning work hereunder. Acceptance is expressly limited to the terms of Purchaser's offer. Modifications proposed by Seller are not part of the agreement in the absence of Purchaser's written acceptance.
- 2.2 Customer Requirements. As directed by Purchaser on the Purchase Order or in a separate writing, Seller agrees to comply with the applicable terms of any agreements between Purchaser and its customer(s) to which Purchaser provides the Goods (as incorporated into products supplied to such customer(s)). Purchaser may in its discretion supply Seller with information regarding purchase orders from its customer(s). Seller will be responsible for ascertaining how such customer purchase order information affects Seller's obligations under

Purchaser's Purchase Order, and Seller will meet all such disclosed customer terms to the extent within Seller's control. In the event that Purchaser's customer files, or has filed against it, a petition in bankruptcy or insolvency and, in the court of such proceeding and in connection with actual or threatened termination by the customer of its contract(s) with Purchaser (by rejection or otherwise), Purchaser permits a reduction in the price(s) paid to Purchaser for products incorporating the Goods, the price paid to Seller for the Goods from and after the date of such reduction will be automatically adjusted proportionally by the same percentage as the price paid to Purchaser by its customer, and the Order will otherwise remain in effect without modification. By written notice to Seller, Purchaser may elect to have the provisions of this Section prevail over any conflicting terms between the Purchaser and Seller. If Purchaser is customer directed, recommended, requested, suggested or otherwise identified Seller as the source from whom Purchaser is to obtain the Goods: (1) Purchaser will pay Seller for the Goods only following and to the extent Purchaser is in actual receipt of payment from that customer for that Goods in which the specific Goods are incorporated, and any lengthening of that customer's payments to Purchaser will automatically lengthen the payment terms as between Purchaser and Seller by an identical amount of time; (2) within three business days of any change in price, specifications or other terms negotiated or proposed between Seller and the customer, Seller will notify Purchaser in writing and will immediately adjust its invoice to reflect any price adjustment, provided that no change will be binding on Purchaser without Purchaser's specific written consent. Failure to notify Purchaser of any price changes within three (3) business days shall be deemed a material breach of this Agreement.

- 2.3 Purchaser's Property. All information and materials, including without limitation, tooling, packaging, documents, standards, specifications, samples, trade secrets, manufacturing processes, marketing and pricing data, proprietary information and other materials and items (including whether or not such materials are in any way modified, altered or processed) furnished by Purchaser either directly or manufactured by Seller using Purchaser's property may not be used for Seller's own use or manufactured or provided to third parties without Purchaser's express written authorization.

### **3.0 SHIPMENT, DELIVERY, NOTIFICATION AND INSPECTION**

#### **3.1 Seller agrees:**

- 3.1.1 To properly make, pack and ship Goods in accordance with the requirements of Purchaser;
- 3.1.2 To route shipment in accordance with Purchaser's instructions;
- 3.1.3 To make no charge for handling, packaging, storage transportation or drayage of good unless otherwise stated on this Purchase Order;
- 3.1.4 To provide with each shipment, papers showing the purchase order number, amendment or release number, Purchaser's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name and number and the bill of lading number;
- 3.1.5 To promptly forward the original bill of lading or other shipment receipt for each shipment in accordance with Purchaser's instructions and carrier requirements. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices shall be sufficient to enable Purchaser to easily identify the Goods purchased.
- 3.1.6 Seller shall include Material Safety Data Sheets with the shipping documents for all applicable items. Seller shall comply with all applicable federal, state, provincial and local laws and regulations pertaining to product and warning labels. Seller shall provide necessary Country of Origin, NAFTA and IMDS data to enable Purchaser to meet federal and or foreign requirements regarding origin of manufacture and materials used in the manufacture of Goods contracted by Purchaser.

- 3.1.7 Shipments without tare weight will not be accepted. Purchaser will accept exact shipments only, and Purchaser shall not be responsible for payment for any quantities shipped in excess of the order quantity. Unless Seller has received Purchaser's prior approval to use its own routing and delivery process, Seller shall ship via the Purchaser's approved and designated freight forwarder and designated routing instructions as stated in the Purchase Order. Failure to ship via designated instructions will result in a charge back to Seller of the difference between costs that would have resulted from Purchaser's instructions and actual costs. The difference shall be deducted from amounts due to Seller.
- 3.2 Deliveries shall be made both in quantities and at times specified herein or on written fabrication and shipping authorization, which shall be furnished by Purchaser. Seller shall adhere to shipping directions specified on Purchaser's material releases. Purchaser shall not be required to make payment for Goods delivered to Purchaser which are in excess of quantities specified in Purchaser's delivery schedules. Purchaser may change 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 or services covered by this Purchase Order. Time and quantity are of the essence in any Purchase Order. Unless otherwise agreed, shipping date specified in the Purchase Order is the time of Goods shipment from the location of Purchaser's order origin.
- 3.3 Purchaser may require shipment of any of the Goods by a more expeditious method of transportation if Seller fails to meet the shipping quantities and/or timing specified in a Purchase Order or other requirements of a Purchase Order, including the requested date of shipment, and Seller will bear the cost difference of such transportation unless such failure is due to a Force Majeure event as specified in Section 11.
- 3.4 Seller shall notify Purchaser of any changes in product and/or processes, changes of suppliers of products sold to Purchaser, change of manufacturing facility or location and, where required, obtain Purchaser's approval for these changes. Seller shall flow down to the supply chain the applicable Purchaser and/or Purchaser's customer's requirements. Purchaser reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the Goods or to otherwise change the scope of the work covered by this Purchase Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any such changes shall be deemed not to affect the performance or cost unless Seller notifies Purchaser in writing within ten days after mailing of any such order. Seller will not make any change in the design, processing, packing, shipping or date or place of delivery of the Goods unless done pursuant to Purchaser's instructions or with Purchaser's written approval.
- 3.5 Seller shall notify Purchaser of any nonconforming product(s) shipped or suspected of being shipped to Purchaser and obtain Purchaser's written approval for nonconforming product disposition. Purchaser at its option may reject and return at Seller's risk and expense, or retain and correct, Goods that fail to conform to the requirements of a Purchase Order even if the nonconformity does not become apparent until the manufacturing or processing stage. Seller will reimburse Purchaser for all reasonable expenses resulting from rejection or correction. Payment for nonconforming Goods is not an acceptance, does not limit or impair Purchaser's right to assert any legal or equitable remedy and does not relieve Seller's responsibility for latent defects. Seller will ensure that the terms of its contracts with its subcontractors provide Purchaser and its customers with all of the rights specified in this Section. To the extent Purchaser rejects Goods as nonconforming, the quantities under this Purchase Order will automatically be reduced unless Purchaser otherwise notifies Seller. Seller will not replace quantities so reduced without a new order or schedule from Purchaser. Nonconforming Goods will be held by Purchaser for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances after notice of nonconformity shall entitle Purchaser, at Purchaser's option, to charge Seller for storage and handling, or to dispose of the Goods without liability to Seller. Upon the return of any nonconforming Goods, within forty-five days of shipment of Goods from Purchaser, Seller shall reimburse Purchaser for (1) any amounts paid by Purchaser on account of the purchase price of such returned Goods, and (2) any costs incurred by Purchaser in connection

with, but not limited to inspection, sorting, testing evaluations, storage, or rework, within ten days after a debit memo for the costs has been issued by Purchaser. Payment for nonconforming Goods shall not constitute an acceptance thereof, limit or impair Purchaser's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

- 3.6 Purchaser may enter Seller's facility to inspect the facility, supplies, materials, and Purchaser's property related to the Purchase Order. Purchaser's inspection of supplies, whether during manufacture, prior to delivery, or after delivery, does not constitute acceptance of any work in process or finished Goods. Purchaser's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in any Purchase Order releases Seller from the obligation of testing, inspection and quality control.
- 3.7 Seller shall at all times grant right of access to the Purchaser, the Purchaser's customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in the order. Additionally, Seller shall grant Purchaser or its designated representatives access to all books and records of Seller that pertain to any work between the parties.
- 3.8 Purchaser or Purchaser's representative shall be afforded the right to certify at any subcontractor's premises and Seller's premises that subcontracted product conforms to specified requirements. Such verification shall not be used by Seller as evidence of effective control of quality by the subcontractor. Verification by Purchaser shall not absolve Seller of the responsibility to provide acceptable product nor shall it preclude subsequent rejection by Purchaser.

#### **4.0 INVOICING AND PAYMENTS**

- 4.1 Unless otherwise agreed, rates and compensation may only be invoiced upon delivery of the Goods.
- 4.2 Payment date is set forth on the face of the Purchase Order, or if not stated, shall be on the 45<sup>th</sup> day of the month following Purchaser's receipt of a proper invoice (except as may otherwise be agreed upon by Purchaser and Seller in connection with a program providing for electronic funds transfer). Time for payment shall not begin until correct and complete invoices are received.
- 4.3 Any VAT or other sales tax incurred must be specified as a separate amount.
- 4.4 Purchaser will not be involved in the importation of the Goods, and import taxes, tariffs or other custom charges are the responsibility of the Seller unless otherwise agreed in an Agreement.
- 4.5 Payments by Purchaser shall not constitute approval of work or settlement of a dispute or relieve Seller of any obligations under the Agreement.
- 4.6 Purchaser will have the right at any reasonable time to send its authorized representatives to examine all pertinent documents and materials in the possession or under the control of Seller relating to any of Seller's obligations under a Purchase Order or any payments requested by Seller pursuant to a Purchase Order. Seller shall maintain all pertinent books and records relating to a Purchase Order for a period of two years after delivery of Goods pursuant to that Purchase Order.
- 4.7 Seller agrees that all its accounts with Purchaser will be administered on a net settlement basis and that Purchaser may set off and recoup debits and credits including Purchaser's attorney fees and costs of enforcement, against any of Seller's accounts regardless of basis for such debits or credits and without additional notice. For purposes of this paragraph, "Purchaser" includes Purchaser's parent, subsidiaries and affiliates, and "Seller" includes Seller's parent and subsidiaries.

#### **5.0 EARLY TERMINATION AND RE-NEGOTIATION**

- 5.1 Either Party may terminate the Agreement with immediate effect and without any liability

for compensation due to such termination if: the other Party should commit or permit a material breach of any of the obligations contained herein and if any such breach has not been cured within 30 days of written notice from the non-breaching Party specifying the nature of the breach; the other Party ceases or threatens to cease to carry on the business, or goes into liquidation, or makes any voluntary arrangement with its creditors, or becomes subject to an administration order, or a receiver is appointed in respect of its assets or for any other reason can be assumed to have become insolvent. Furthermore, Purchaser may re-negotiate, or terminate the Agreement or any part thereof by 90 days' prior written notice to Seller, upon any strategic, infrastructural or other major change (including economic feasibility) in relation to its or its customers' requirements or policies for the production or supply of the Goods covered by the Agreement. In case of a change of ownership control of Seller, Purchaser may either re-negotiate or terminate the Agreement upon 30 days' prior written notice Seller.

- 5.2 In addition to any other rights of Purchaser to cancel or terminate this Purchase Order, Purchaser may at its option, immediately terminate all or any part of this Purchase Order at any time and for any reason by giving written notice to Seller.
- 5.3 Upon receipt of notice of termination, Seller, unless otherwise directed by Purchaser, shall (1) terminate promptly all work under this Purchase Order; (2) transfer title and deliver to Purchaser the finished work, the work-in-process and the parts and materials which Seller produced or acquired in accordance with this Purchase Order and which Seller cannot use in producing Goods for itself or for others; (3) settle all claims by subcontractors, if any, for actual costs that rendered unrecoverable by such termination; and (4) take actions reasonably necessary to protect property in Seller's possession in which Purchaser has interest.
- 5.4 Upon termination by Purchaser under this Section, Purchaser shall pay to Seller the following amounts without duplication: (1) the purchase order price for all finished work and completed services which conform to the requirements of this Purchase Order and not previously paid for; (2) Seller's reasonable actual cost of the work-in-process and parts and materials transferred to Purchaser in accordance with subsection 5.3 hereof; (3) Seller's reasonable actual cost of settling the claims of the obligation Seller would have had to the subcontractors in the absence of termination; and (4) Seller's reasonable actual cost of carrying out its obligations under subsection 5.3 hereof. Purchaser's obligation upon termination under this Section shall not exceed the obligation Purchaser would have had to Seller in the absence of termination.
- 5.5 Within sixty (60) days after the date of termination, Seller shall furnish Purchaser its termination claim which shall consist exclusively of the items of Purchaser's obligation to Seller that are listed in subsection 5.4 hereof. Purchaser may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

## **6.0 INSOLVENCY**

- 6.1 Purchaser or a third party designated by Purchaser may at any time review the financial condition of Seller and its affiliates, and Seller will fully cooperate in such review and will promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, banking contacts and loan documents and will make its financial managers available for discussions during reasonable business hours. Purchaser and any designated third party will keep confidential any nonpublic information about Seller obtained in a financial review and use such information only for purposes of the review except as needed to enforce the Purchase Order.
- 6.2 The Purchase Order may be terminated immediately by Purchaser without liability to Seller if any of the following or comparable events occurs, and Seller will reimburse Purchaser for all costs incurred by Purchaser in connection with any of the following, including without limitation reasonable attorney's and other professional fees: (1) Seller becomes insolvent; (2) Seller files a voluntary petition in bankruptcy; (3) an involuntary petition in bankruptcy is filed against Seller; (4) a receiver or trustee is appointed for Seller; (5) Seller needs accommodations from Purchaser, financial or otherwise, in order to meet its obligations under the Purchase Order; (6) Seller executes an assignment for the benefit of creditors; (7)



Seller fails to meet the credit underwriting standards of Purchaser's credit insurance program, or (8) Seller is unable promptly to provide Purchaser with adequate reasonable assurance of Seller's financial capability to perform any of Seller's obligations under the Purchase Order on a timely basis. In the event the Purchase Order is not terminated in accordance with the immediately preceding sentence, upon the occurrence of an event described in the immediately preceding sentence, Purchaser may make equitable adjustments in the price, payment terms, and/or delivery requirements under the Purchase Order as Purchaser deems necessary to address the change in Seller's circumstances, including Seller's continuing ability to perform its obligations.

## **7.0 INSURANCE CLAIMS**

- 7.1 Insurance Requirements. Seller shall have and maintain comprehensive general liability insurances for itself, its Employees, agents, servants, sub-contractors or other persons whom it uses for the performance of the Services hereunder covering Seller's commitments under the Agreement and customary for enterprises operating in the same line of business as Seller. Seller shall, at Purchaser's request, name Purchaser as an additional insured and supply Purchaser with certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Seller, and, if further requested by Purchaser, such certificates will provide that Purchaser receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage.

## **8.0 WARRANTIES, COMPLIANCE AND INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Parties represent and warrant that they are (1) a legal entity organized, validly existing and in good standing under the laws of the country where their principal offices are registered, (2) the execution of the Agreement and the conclusion of any Agreement will not violate any agreements which the Parties have with any third parties, and (3) the Parties have full power and authority to enter into and complete all aspects of the Agreement.
- 8.2 The Parties represent, warrant and covenant that they shall abide by and comply with all applicable laws, rules and regulations (national as well as international) and procure and maintain at its own expense all relevant licenses and permits, and pay all required taxes and charges associated with the Services. Upon Purchaser's request Seller shall provide copies of its valid licenses and permits.
- 8.3 Seller represents, warrants and covenants that it shall, without limitation, deliver all Goods according to the agreed delivery times and schedule, and shall use only qualified, competent personnel and resources, at all times abiding by the terms of the Agreement and these GTC to perform its obligations hereunder; understands that the delivery, as well as the handling of the Goods in good condition and performance and in-time, is the essential duty of Seller to guarantee Purchaser's ability to assemble and deliver Goods just in time and just in sequence.
- 8.4 Seller expressly warrants and guarantees to Purchaser, to Purchaser's successors, assigns and customers, that all Goods and services delivered or provided to Purchaser will: (1) be world class, competitive Goods and services in terms of price, quality, delivery and technology, and conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Purchaser; (2) conform to all applicable laws, orders, regulations and standards in countries where Goods and services or vehicles or other products are to be sold; (3) be merchantable and free of defects in design (to the extent designed by Seller or any of its subcontractors, agents or suppliers, even if the design has been approved by Purchaser), materials and workmanship; (4) be selected, designed, manufactured and assembled by Seller based upon Purchaser's stated use and be fit and sufficient for the purposes intended by Purchaser, and (5) be free of all liens, claims and encumbrances whatsoever.
- 8.5 Seller further expressly warrants that, unless otherwise expressly stated in a Purchase Order, the Goods or materials are manufactured entirely with new materials, none of the Goods or materials is, in whole or in part, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair its fitness, usefulness or safety, and the Goods are free from latent defects or conditions that would give

rise to a defect regardless of whether the defect or condition was known or discoverable during the warranty period.

- 8.6 Seller expressly warrants that all Goods and services covered by this Purchase Order will conform to the specifications, drawings, samples, or descriptions furnished to or by Purchaser and/or U.S. industry standards, and will be merchantable, of good material and workmanship and free from defects. In addition, Seller acknowledges that Seller knows of Purchaser's intended use and expressly warrants that all Goods covered by this Purchase Order which have been selected, designed, manufactured or assembled by Seller, based upon Purchaser's intended use, will be fit and sufficient for the particular purpose intended by Purchaser. Seller hereby covenants and agrees to defend, indemnify and hold Purchaser harmless from any claims, liabilities, damages, including special consequential, punitive and exemplary damages, and costs (including reasonable attorney's fees) arising in any way from any breach or alleged breach of the above warranties of Seller whether or not such Goods have been incorporated into Purchaser's products and/or resold by Purchaser.
- 8.7 Seller represents and warrants that the prices for the Goods will be no less favorable than those which Seller presently, or in the future, offer to any other customer for the same or similar Goods or services for similar quantities. If Seller offers a lower price for the same or similar Goods or services to any other customer during the term of a Purchase Order, then to the extent permitted by law Seller will immediately offer Purchaser the same price for the Goods on the same terms and conditions as was offered to the other customer.
- 8.8 Seller shall submit to Purchaser for approval applicable product warranty documentation, including but not limited to, supporting evidence of product conformity, test reports and/or airworthiness certificates to the Purchaser. Seller shall retain records of these documents for a period of no less than 7 years unless otherwise required by the Purchase.
- 8.9 The Parties have adopted and continuously implements, maintains and enforces (at its expense), appropriate technical and organizational measures consistent with Seller's obligations under the Agreement, designed to prevent unauthorized access to, and otherwise physically and electronically protect, any Confidential Information against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

## **9.0 LIABILITY AND INDEMNIFICATION**

- 9.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Purchaser and the Purchaser's officers, directors, employees, representatives, agents, and any of them, to the Seller, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Purchaser and the Purchaser's officers, directors, employees, agents, and any of them, shall not exceed the total compensation received by the Purchaser under this Agreement. In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages.
- 9.2 To the fullest extent permitted by law, (i) Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of goods and services by Seller, its subcontractors, officers, agents or employees; (ii) Purchaser shall not be responsible for any injury to person (including death) or damage to property resulting from Seller's possession, use, misuse or failure of any Purchaser's property or other property furnished to Seller by Purchaser, and the use of any such property by Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage, and (iii) Seller will defend, indemnify and hold harmless Purchaser, customers, and dealers and users of the products sold by Purchaser (or the products in which they are incorporated) and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from any defective goods and materials, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any

of Seller's representations or other terms and conditions of a Purchase Order. Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except for claims that arise as a result of the sole negligence of Purchaser. Purchaser has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Agreement, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller.

## **10.0 RELATIONSHIP OF THE PARTIES**

- 10.1 The status of either Party under the Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties or, except as otherwise expressly provided in the Agreement, as granting either Party the authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Purchase Order, except as expressly provided in a written agreement signed by Purchaser. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Purchaser, and are not entitled to employee benefits or other rights accorded to Purchaser's employees. Purchaser is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

## **11.0 FORCE MAJEURE**

- 11.1 "Force Majeure" means all events which are beyond the control of the Parties, and which are unforeseen, unavoidable and insurmountable, and which prevent total or partial performance of either Party. Such events shall include acts of a public enemy, war conditions, government action, earthquakes, typhoons, flood, epidemics, civil disturbances, strikes, lock-outs or other industrial action or disputes and any other event which cannot be foreseen, prevented or controlled. For the avoidance of doubt, strikes, lock-outs or other industrial action or disputes solely related to Seller or its subcontractors or agents shall not be deemed as events of Force Majeure.
- 11.2 If an event of Force Majeure occurs, a Party's contractual obligation affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period equal to such suspension.
- 11.3 The Party claiming Force Majeure shall promptly inform the other Party in writing and shall furnish within 5 days thereafter evidence of the occurrence and expected duration of such Force Majeure.
- 11.4 In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure continue for a period of more than 30 days without a solution acceptable to both Parties, the Party which is not claiming Force Majeure shall be entitled to immediately terminate the relevant Agreement.

## **12.0 AMENDMENTS AND ASSIGNMENTS**

- 12.1 No change or addition to, or deletion of, the wording of the Agreement shall be valid or binding upon the Parties hereto unless the same has been approved in writing by duly authorized representatives of the Parties.
- 12.2 A Party may neither transfer nor assign the Agreement or any of its rights or obligations under the Agreement without the written consent of the other Party. Any such transfer or assignment without Purchaser's prior written consent shall be void. Purchaser may however



transfer or assign such rights or obligations to any other company within the Purchaser's affiliated group without consent.

### **13.0 SEVERABILITY**

- 13.1 If any section or provision of the Agreement or application thereof shall be declared to be invalid by a judicial body of competent jurisdiction, such section or provision shall be severable from the balance remainder of the Agreement. which shall remain in full force and effect. In such case, the Parties shall endeavor to replace the ineffective section or provision by a new and valid section or provision that reflects as precisely as possible the intentions of the Parties underlying the ineffective section or provision.

### **14.0 NOTICES**

- 14.1 All notices which may be given in connection with the Agreement shall be delivered personally or shall be sent postage paid by either Party to the other by registered mail or equivalent, or by other provable means of delivery.

### **15.0 CONFIDENTIALITY**

- 15.1 All information concerning the Agreement (including the prior negotiations) such as, but not limited to the forecasts, rates and commercial conditions agreed to therein, or information otherwise obtained in its course including any information regarding the general business of Seller or Purchaser, and which is not available publicly ("Confidential Information"), shall be kept confidential and not be used for any other purpose than the Agreement. Such information will not be published or discussed with any person not a Party to the Agreement, without the prior written consent between the Parties, except as set forth below.
- 15.2 Each Party may only make Confidential Information available to those of its directors, officers and Employees (including officers and Employees of any of its affiliates) as well as agents, consultants, subcontractors and advisers who are directly concerned and whose knowledge of the Confidential Information is essential for the purpose of the Agreement. Each Party shall ensure and remain fully liable for the compliance of such directors, officers, Employees, agents, consultants, subcontractors and advisers of the terms and conditions of the Agreement. Information which a Party is required to disclose by reason of law or order of a court of a competent jurisdiction may also be disclosed for such purpose.
- 15.3 This Clause 15 shall survive for a period of 5 years from the termination or expiration of the Agreement.
- 15.4 Seller may not publicize its business relationship with Purchaser through advertising or in any other way without the prior written consent of Purchaser.

### **16.0 GOVERNING LAW AND RESOLUTION OF DISPUTES**

- 16.1 This Purchase Order shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions. Disputes arising from the Purchase Order shall be settled by arbitration before the American Arbitration Association, Detroit, Michigan pursuant to its commercial arbitration rules then in effect. The decision of the arbitrator shall be final and binding upon Purchaser and Seller, shall not be appealable, and judgment on the award rendered may be entered in any court of competent jurisdiction.
- 16.2 Any legal action or arbitration proceeding by Seller under any Purchase Order must be commenced no later than one (1) year after the breach or other event giving rise to Seller's claim or Seller becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first.
- 16.3 Battle of the Forms Not Applicable. The Parties have agreed, and it is their intent that the Battle of the Forms Section 2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance from the Seller relating to these Terms. It is the Parties' intent that these Terms shall exclusively control the relationship of the parties and in the event of any inconsistency between any invoice or acceptance form sent by

Seller to Purchaser and these Terms, these Terms shall control.

**17.0 OTHER**

Seller is aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

**18.0 ENTIRE AGREEMENT**

18.1 This Agreement, together with these GTCs, the purchase order, attachments, exhibits or supplements, constitutes the entire agreement between Seller and Purchaser with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.