

General Engine Products LLC

A Subsidiary of AM General LLC

PO. Box 488, Franklin, Ohio 45005 0488

Terms and Conditions of Purchase

1. **Agreement.** These Terms and Conditions of Purchase ("Terms and Conditions"), together with any additional terms or conditions set forth in the Order, blanket contract or other document to which these Terms and Conditions are attached or otherwise have been incorporated by reference, and any other documents attached to or incorporated therein by reference (collectively, this "Order"), constitutes an offer by GENERAL ENGINE PRODUCTS LLC or, if different, the party from whom this Order was issued ("Purchaser") to the party to whom this Order is addressed and that party's affiliates, parents, subsidiaries and divisions (collectively, "Seller") to enter into a contract for the production, purchase, sale and delivery of the goods and/or services described in this Order (collectively, the "Goods"). The term "Goods" includes, without limitation, raw materials, components, intermediate assemblies, end products and all services, whether or not performed in connection with the foregoing terms.

2. **Acceptance.** Seller has read, understands and agrees with the terms of this Order. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER ONLY; ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER'S FORMS OR OTHERWISE PRESENTED BY SELLER AT ANY TIME, ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY PURCHASER. The parties intend that this Order shall exclusively control their relationship. The parties have agreed and it is their intent that the "battle of the forms" described in Section 2-207 of the Uniform Commercial Code will not apply to this Order or to any invoice or acceptance form of Seller relating to this Order. This Order will be accepted by Seller upon the first to occur of: (i) written acceptance, (ii) commencement of work on Goods, or (iii) any other conduct by Seller evidencing its intent to be bound to this Order's terms. Seller will also be deemed to have accepted this Order if Seller fails to object to this Order within five business days after receipt. Seller's failure to return an acknowledgment copy of this Order, even if expressly requested by Purchaser, shall not preclude acceptance in accordance with the foregoing terms. SELLER SPECIFICALLY WAIVES ANY REQUIREMENT FOR SIGNED ACCEPTANCE OF THE ORDER, AND SELLER AND PURCHASER EACH WAIVE ANY DEFENSE TO THE VALIDITY AND ENFORCEABILITY OF THE ORDER ARISING FROM THE ELECTRONIC SUBMISSION OF THE ORDER TO SELLER AND SELLER'S ACCEPTANCE OF THE ORDER IN ACCORDANCE WITH THIS SECTION 2.

3. **Duration.** Unless this Order specifies otherwise, the initial term of this Order begins on the effective date shown on this Order (the "Effective Date") and continues for twelve (12) consecutive months following the Effective Date (the "Initial Term"). Thereafter, this Order will automatically renew for successive terms of twelve (12) months each (each a "Renewal Term") unless Purchaser provides Seller with a non-renewal notice at least sixty (60) days before the end of the Initial Term or any Renewal Term.

4. **Price; Payment Terms; Early Payment Discount.** Prices for the Goods described in this Order are fixed as specified in the Order and shall constitute the total price for the manufacture and delivery of the Goods. Seller shall not be entitled to adjustments in the purchase price and shall not add charges of any type to an invoice without prior written consent from Purchaser, which consent would constitute an amendment to this Order. Under no circumstances will Purchaser be liable to any third party for amounts owing by Seller to such third party for tooling, molds, equipment or other materials used in production of the Goods. Prices may be subject to decreases if specified elsewhere in this Order. No charge for packaging, crating, or boxing will be allowed, unless specified on the face of this Order. Seller represents and warrants to Purchaser that the price charged to Purchaser complies with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Unless otherwise specified on

the face of this Order, the payment period shall be "net 30 days" and calculated from the later of (i) the invoice date, and (ii) the date of Purchaser's receipt of the Goods. Purchaser shall be entitled to any discounts allowable by Seller for prompt payment even though Purchaser is unable to make payment within the time limits set by Seller where such failure is due to a Force Majeure Event (defined in Section 16 below).

Unless otherwise provided in this Order, Seller represents and warrants that the price charged to Purchaser for the Goods is at least as low as the price charged by Seller to other buyers and is competitive with the price of similar goods available to Purchaser from other sellers. If Supplier charges any other buyer a lower price or another seller offers similar goods to Purchaser at a lower price, Supplier must apply that price to all Goods under this Order. If Supplier fails to meet the lower price, Purchaser, at its option, may terminate this Order without liability pursuant to Section 18 below.

5. Quantity; Delivery. Unless this Order (or a separate written agreement executed by Purchaser's authorized representative) requires Seller to manufacture, ship, and/or provide only a specified quantity of Goods, this Order is a requirements contract under which Seller is required to supply Purchaser's requirements of the Goods. Purchaser's requirements are determined by the needs of its customers, and market, economic, or other related conditions. Purchaser shall not be required to make payment for Goods delivered to Purchaser that are in excess of quantities specified in Purchaser's Releases (defined below).

Time and quantity of delivery of Goods under this Order are of the essence. Purchaser will issue schedules and/or releases specifying the quantities needed, delivery locations, and delivery dates for the Goods (each a "Release" and together the "Releases"). Deliveries must be made both in quantities and at times specified in Purchaser's Releases. If no times, methods or other instructions are specified in this Order or in a Release, Seller shall deliver Goods in such quantities and times as Purchaser may direct in subsequent Releases. Seller must assure it has sufficient resources, including equipment and plant capacity, to meet Purchaser's needs. Seller shall maintain at its expense and risk a quantity of safety stock of finished Goods and materials at the latest design level. Purchaser may change the rate or timing of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for Goods.

Seller shall promptly furnish all documents and other information required in accordance with customs, tariffs or other applicable governmental regulations properly completed including, but not limited to, customs documentation and certificates of origin.

If Seller's acts or omissions result in Seller's failure to meet Purchaser's delivery requirements and Purchaser requires a more expeditious method of transportation for the Goods than the transportation method originally specified by Purchaser, Seller shall, at Purchaser's option, (a) promptly reimburse Purchaser the difference in cost between the more expeditious method and the original method, (b) allow Purchaser to reduce its payment of Seller's invoices by such difference, or (c) ship the Goods as expeditiously as possible at Seller's expense and invoice Purchaser for the amount which Purchaser would have paid for normal shipment. Purchaser reserves the right to cancel this Order pursuant to Section 18 below without liability and without waiver of any other remedies provided herein or under applicable law if delivery is not effected as specified herein or in the Releases.

Notwithstanding any agreement concerning payment of freight expenses, delivery will not have occurred and the risk of loss or damage will be upon Seller until the Goods have been received at the specified delivery location and have been accepted by Purchaser at that location.

6. Packaging. All Goods shall be appropriately packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs. Packing slips identifying Order number, delivery schedule number and part number must accompany each

shipment. Seller shall mark Goods, packaging and packing as instructed by Purchaser and otherwise in accordance with applicable law and standards of the industry. Markings shall be in English unless this Order specifies otherwise. Seller shall reimburse Purchaser for all expenses, including damage to the Goods, incurred due to improper packing, marking, loading or routing.

7. Nonconforming Goods. Materials purchased are subject to Purchaser's inspection and approval at destination; provided, however, Seller acknowledges that Purchaser may not perform an inspection of incoming Goods and waives any right to require Purchaser to conduct such inspections. Payment for material on this Order before inspection shall not constitute acceptance of the Goods, or limit or impair Purchaser's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

If Goods are reasonably determined to fail to conform to Order specifications, at Purchaser's written request, and in its sole discretion, Seller shall, at its own expense and risk, either (i) credit Purchaser for such Goods; (ii) replace the nonconforming Goods; or (iii) rework the nonconforming Goods. If Goods are in the production process of Purchaser, Seller shall have Goods replaced or reworked at Seller's own expense and risk by Purchaser or a third party specified by Purchaser. All outbound and inbound handling and transportation expenses relating to rejected Goods are Seller's responsibility. For clarity, no material returned as defective shall be replaced or reworked without authorization from Purchaser.

Seller shall comply with all quality standards, regulations and legal requirements associated with the Goods, and any specified customer requirements, including requirements necessary to timely complete Purchaser's Product Part Approval Process. Seller shall perform inspections before delivery and shall certify inspection results in the manner requested by Purchaser. Seller shall maintain complete records of all inspection work as to a particular Good for a ten (10) year period. Seller shall analyze and review Purchaser's specifications and drawings of the Goods before acceptance of this Order and acknowledges that Purchaser's specifications and drawings are sufficient and adequate to manufacture the Goods in compliance with this Order. Purchaser may choose to inspect the Goods in process at facilities of Seller or its lower-tier suppliers. Any inspection that is conducted by Purchaser or its Customer shall not constitute acceptance of the Goods and does not relieve Seller of any liability or warranty for the Goods.

8. Warranty. Seller warrants to Purchaser, its customers, and their successors and assigns, that (i) the Goods will in all respects conform to the specifications, drawings, samples or other descriptions furnished or specified by Purchaser; (ii) the Goods will be free from defects, latent or otherwise, in material and workmanship; (iii) the Goods will be fit and sufficient for the particular purpose intended by Purchaser, of which Seller acknowledges it is aware; and (iv) Seller will convey good title to Purchaser to the Goods, and free and clear of all liens, claims, interests and other encumbrances. All warranties provided hereunder will be effective for the longer of (a) the period provided by applicable law or (b) the warranty period provided by Purchaser to its customer.

The warranties provided in this Section 8 are in addition to all other warranties, express, implied, statutory and common law, and will survive Purchaser's inspection, test, delivery, acceptance, use and payment of and for the Goods, and inure to the benefit of Purchaser, its successors and assigns, and Purchaser's customers and the users of Purchaser's or its customers' products. The warranties provided for in this Section 8 may not be limited or disclaimed by Seller. Purchaser's approval of Seller's designs, materials, processes, drawings, specifications or the like will not be construed to relieve Seller of any warranties. Seller will immediately notify Purchaser in writing if Seller learns of any fact, circumstance or condition that may cause or threaten to cause Seller's breach of any warranty or any delay or interruption in delivery of Goods. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the Goods with the foregoing warranties.

9. Intellectual Property. To the extent that the Goods delivered hereunder are not manufactured pursuant to the designs originated solely by Purchaser, Seller guarantees that the sale and/or use of any or all Goods delivered hereunder will not infringe any United States or foreign patents, trademarks, or copyrights. Seller further agrees to indemnify, hold harmless and defend, at Seller's own expense, Purchaser against any and all claims of patent, trademark or copyright infringement or of unfair competition arising out of the sale, cataloging, marketing, packaging or advertising of Goods sold by Seller. Seller further agrees to indemnify, hold harmless and defend, at Seller's own expense, Purchaser against all liens, security interests, and/or encumbrances whatsoever asserted against such Goods, including claims to said merchandise, asserted by others.

To the extent that the Goods delivered hereunder (i) constitute engineering services, design work or the like, or (ii) are manufactured pursuant to designs owned or originated by Purchaser, or otherwise provided by Purchaser to Seller, Seller hereby assigns to Purchaser, without reservation, all patent rights, copyrights and trademark rights relating to the Goods and all related documents, models, computer drawings and other electronic expression, photographs, drawings, specifications or other materials (the "Protected Materials"). Purchaser grants to Seller a non-exclusive license to reproduce the Protected Materials for purposes related directly to Seller's performance of its obligations to Purchaser and for Seller's archival records. No other Protected Materials may be reproduced for any other purpose without the express written permission of Purchaser, as applicable. This non-exclusive license shall terminate immediately upon termination of this Order.

10. Legal / Regulatory Compliance. Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances that may be applicable to Seller's performance of its obligations under this Order, and to certify its compliance in writing at Purchaser's request.

Seller warrants that the Goods will be in compliance with applicable product safety and environmental regulations. Seller warrants that each chemical substance contained in the Goods is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration in conjunction with the Toxic Substances Control Act, as amended. The Goods shall be in compliance with the applicable sections of the Federal Consumer Product Safety Act, as amended, and the Federal Hazardous Substances Act, as amended, and shall not be considered hazardous under any state or federal law except as clearly stated on the shipping and storage containers.

Seller shall indemnify and hold Purchaser harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance with all applicable laws and regulations, including for improper or illegal usage or disposition of hazardous goods and substances.

By making shipment under this Order, Seller agrees and declares that it has complied with and has not violated in any way the Child Labor provisions of the Fair Labor Standards Act of 1949, as amended.

By acceptance of this Order, Seller certifies that it will comply with all applicable provisions of Exec. Order 11246, 30 F.R. 12319 and Exec. Order 11375, 32 FR 14303; the Vietnam Era Veterans Readjustment Act of 1974, 38 U.S.C. § 4212; Exec. Order 11701, 38 FR 2675; the Rehabilitation Act of 1973, 5 U.S.C. § 790; and Exec. Order 11758, 39 FR 2075, in each case, as amended, and the rules, regulations and relevant orders of the U.S. Secretary of Labor.

11. Ingredients Disclosure; Special Warnings and Instructions. If requested by Purchaser, Seller shall promptly furnish to Purchaser in such form and detail as Purchaser may direct: (a) a list of all ingredients in the Goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Before and with the shipment of Goods, Seller agrees to furnish to Purchaser sufficient warning and notice in writing (including appropriate labels on the Goods, containers

and packing and/or provision of applicable materials safety data sheets) of any hazardous material that is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Purchaser and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Purchaser. Seller shall also provide Purchaser with any information necessary to allow Purchaser to comply with any of its reporting processes.

12. Proprietary Information. Seller shall keep confidential all information provided to Seller by Purchaser or its representatives or subcontractors in connection with the business, programs, and Goods data, formulas, compositions, designs, sketches, photographs, samples, prototypes, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code), and any materials or information that contains, or is based on any of foregoing, whether prepared by Purchaser, Seller or any other person ("Confidential Information"). Seller will use Confidential information solely for the purpose of supplying Goods to Purchaser and disclose it only to its employees who need to know such information in Order for Seller to supply Goods to Purchaser under this Order. Seller will provide for the physical, managerial and electronic security of Confidential Information such that the Confidential Information is reasonably maintained and secured, ensuring it is safe from loss, theft, unauthorized access, copying, modification, use or disclosure during utilization, transmission and storage. Should any unauthorized breach occur with respect to Confidential Information, Seller shall notify Purchaser as soon as reasonably practicable, generally within 24 hours (but not later than 72 hours) after the Seller becomes aware of such breach. Seller recognizes that the disclosure of Confidential information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, Purchaser has the right to seek equitable and injunctive relief to prevent the unauthorized disclosure of any of Purchaser's information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure. At Purchaser's request or upon completion of Seller's use of Purchaser's information, Seller will return all copies of Confidential Information to Purchaser or, at Purchaser's request, will destroy Confidential Information and certify such destruction to Purchaser.

Any information, including technical, process or economic information derived from drawings, specifications, blueprints or other documents or data, submitted at any time by Seller to Purchaser are deemed not to be submitted in confidence unless otherwise specifically agreed to by Purchaser in writing. Any restrictive markings, or any notice of limitation on disclosure to third parties, affixed upon or provided to Purchaser in connection with any Information furnished by Seller to Purchaser shall be of no force or effect, may be modified, removed or ignored by Purchaser without any liability to Seller and the information may be used by Purchaser in any way in the conduct of its businesses. Seller's sole rights with respect to use of such information by Purchaser, or its successors, subsidiaries, licensees, affiliates, or parents shall be determined only by valid pre-existing patent rights of Seller as related to the manufacture, use or sale of Goods. Seller will notify Purchaser promptly of any patents or any other form of protection that Seller may hold or know of which relates to the Goods or other information provided by Seller to Purchaser, and Purchaser shall under no circumstances be liable for violation of any right for which Seller has failed to provide such prompt notice.

In connection with the development of any ideas, inventions, improvements or discoveries, including all related information and know-how, related to the Goods or services to be provided under this Order and for which Purchaser has provided or is to provide support to Seller in the form of funding, including, but not limited to, payments in whole or part for prototype components or tooling, designing, testing or consulting, Purchaser shall automatically be entitled to and Seller agrees to and hereby assigns all rights, title and interest to such ideas, inventions, improvements and discoveries to Purchaser (unless otherwise specifically agreed to in writing and in such event Purchaser shall be entitled to at least a nonexclusive, paid up, irrevocable, worldwide right and license including the right to fully sublicense third parties, including the U.S. Government for all Governmental purposes to practice and have practiced for

its purpose such invention). Seller agrees to promptly notify Purchaser in writing of any such idea, invention, improvement or discovery so developed. The provisions of this clause shall survive termination or fulfillment of this Order and shall inure to the benefit of Purchaser's successors, subsidiaries, licensees, affiliates, or parents.

13. Changes. Purchaser shall have the right at any time, by written direction stating it constitutes an amendment, modification, or change to this Order, to (a) suspend all or any portion of Seller's work, or (b) to make changes within the general scope of this Order that affect any one or more of the following:

- (i) drawings, designs, specifications or quantities of materials or services to be provided hereunder;
- (ii) the statement of work or description of services;
- (iii) method of shipment or packing;
- (iv) the time or place of performance, inspection, delivery or acceptance of materials or of services; and
- (v) the amount of Purchaser-furnished property or facilities.

Any changes pursuant to this Section 13 shall be deemed not to affect the price and/or time for delivery of Goods unless (i) within ten (10) days after Purchaser's notice to Seller of the change, Purchaser receives from Seller written notice of a claim for adjustment with all sufficient information and documentation regarding Seller's costs and/or production timing resulting from such changes to allow Purchaser to perform an audit and verify such claim, and (ii) after auditing and verifying such claim, Purchaser determines that an adjustment (up or down) to the price and/or time for delivery of the Goods is appropriate. In addition, Purchaser shall have the right to audit, in accordance with Section 32, all relevant records, facilities, work or materials of Seller to verify any claim. Minor design changes will not result in price increases.

Nothing in this clause, including any disagreement with Purchaser as to any adjustment in price or time for performance, shall excuse Seller from proceeding with this Order as changed. Any disagreement between the parties arising out of this clause shall be resolved in accordance with Section 20 of this Order.

Information, advice, approvals, or instructions given by Purchaser's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Purchaser's and Seller's rights or obligations and shall not be actions within the meaning of this "Changes" clause.

14. Service Parts. Seller will sell to Purchaser goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in the Order. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 10-year period after Purchaser completes current model purchases, or such longer period as prescribed by applicable law, Seller will sell goods to Purchaser to fulfill Purchaser's past model service and replacement parts requirements. Unless otherwise agreed to by Purchaser, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Purchaser, Seller shall make service literature and other materials available at no additional charge to support Purchaser's service-part sales activities.

15. Training Documents and Owner's Manuals. Seller will cooperate with Purchaser in the development of owner's manuals and technical training documents where applicable.

16. Force Majeure Any delay or failure on the part of either party to perform hereunder shall be excused if, and to the extent that, the affected party is unable to perform specifically due to an event beyond its control, without its fault or negligence and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include acts of God or of the public enemy, acts of the Government (including, but not restricted to, any preference, priority or allocation Order), fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes) (each a "Force Majeure Event"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, and/or supplier actions or contract disputes will not excuse performance by Seller under this Section 16, or on theories of *force majeure*, commercial impracticability or otherwise, and Seller expressly assumes these risks.

Seller shall give Purchaser prompt notice of any cause that will result in such delay (and the anticipated duration) within five (5) days. During the period of such delay or failure to perform by Seller, Purchaser, at its option, may purchase Goods from other sources and reduce its Releases to Seller by such quantities, without liability to Seller, or have Seller provide the Goods from other sources in quantities and at times requested by Purchaser and at the price set forth in this Order. If requested by Purchaser, Seller shall, within five (5) days of such request, provide adequate assurances that the delay will not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance (within a commercially reasonable time not to exceed ten (10) days from the date of the request) that the delay will cease within thirty (30) days, Purchaser may immediately cancel this Order without liability.

17. Insolvency. Seller represents and warrants to Purchaser that, as of the date of this Order and each delivery of Goods, it is solvent, it is paying all debts as they become due, it is in compliance with all loan covenants and other obligations to which it is subject, and all financial information provided by Seller to Purchaser is true and accurate, fairly represents Seller's financial condition, and has been prepared in accordance with Generally Accepted Accounting Principles, uniformly and consistently applied.

Purchaser may forthwith cancel the contract resulting from the acceptance of this Order for cause pursuant to Section 18, without liability to Seller, in the event of the happening of any of the following or comparable event: (a) Seller's insolvency; (b) Seller's inability to promptly provide Purchaser with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under this Order; (c) Seller's filing of a voluntary petition in bankruptcy; (d) the filing of any involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of filing; (e) the appointment of a receiver or trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; or (f) Seller's execution of an assignment for the benefit of creditors. Purchaser's exercise of the right of cancellation reserved in this paragraph shall neither impose any liability upon Purchaser by reason of the cancellation nor have the effect of waiving damages to which Purchaser might otherwise be entitled.

18. Termination for Cause. Except as otherwise provided in this Section 18, Purchaser may, by written notice of default to Seller, terminate this Order in whole or in part if —

- (i) Seller fails to deliver the Goods or to perform the services within the time specified in this Order or any extension;
- (ii) Seller fails to perform any of the other provisions or meet any of the requirements of this Order;

- (iii) Seller conditions the continued full performance of its obligations under this Order on Purchaser's agreement to modify the terms of this Order;
- (iv) Seller fails to make progress so as to endanger performance of this Order (see following paragraph); or
- (v) a direct or indirect change in control or ownership of Seller occurs without Buyer's prior written consent.

If Purchaser terminates this Order in whole or in part, it may acquire, under the terms and in the manner Purchaser considers appropriate, Goods or services similar to those terminated, and Seller will be liable to Purchaser for any excess costs for those Goods or services. Seller shall, however, continue the work not terminated.

If this Order is terminated in whole or in part for default, Purchaser may require Seller to transfer the title and deliver to Purchaser, as directed by Purchaser, any (1) completed Goods, and (2) partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Seller has specifically produced or acquired for the terminated portion of this Order. Purchaser may also require Seller to deliver possession to Purchaser of any customer-owned tools, dies, jigs, fixtures, plans, drawings, information and contract rights that remain in Seller's possession. Upon Purchaser's direction, Seller shall also protect and preserve property in its possession in which Purchaser or its customer has an interest.

Purchaser shall pay the Order price for completed Goods delivered and accepted. Seller and Purchaser shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under Section 20. Purchaser may withhold from these amounts any sum Purchaser determines to be necessary to protect Purchaser against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of Purchaser in this Section 18 are in addition to any other rights and remedies provided by law, including the Uniform Commercial Code as adopted by the State of Indiana, or in equity, or under this Order.

If, after termination pursuant to this Section 18, it is determined that the none of the events specified in this Section 18 had occurred and Seller is not otherwise in breach of this Order, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to the following Section 19.

19. Termination for Convenience. Purchaser reserves the right to terminate without cause this Order at any time in whole or in part upon written notice to Seller. Upon termination by Purchaser under this Section 19, Purchaser shall pay Seller the following amounts without duplication: (a) the purchase Order price for all Goods that have been completed in accordance with this Order and the Releases and for which Purchaser did not pay previously; and (b) the actual costs incurred (exclusive of profit) by Seller in accordance with this Order and the Releases that are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this Order, including the cost of discharging liabilities which are so allocable or apportionable. In no event, however, will payments made under this Section 19 exceed the aggregate price payable by Purchaser for finished Goods that would be produced by Seller under the Release(s) outstanding at the date of termination. Except as provided in this Section 19, Purchaser shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs and general and administrative burden

charges from termination of this Order. Within sixty (60) days after the effective date of termination, Seller shall submit to Purchaser a comprehensive termination claim, with sufficient supporting data to permit Purchaser's audit, and shall thereafter promptly furnish such supplemental and supporting information as Purchaser shall request. Purchaser, or its agents, shall have the right to audit and examine, in accordance with Section 32, all books, records, facilities, work, material, inventories and other items relating to Seller's termination claim. Seller's obligations under the warranty, intellectual property, and proprietary rights clauses of this Order shall survive any termination for convenience. A termination claim is Seller's sole and exclusive remedy for termination of this Order under this Section 19. Seller's failure to submit a termination claim timely shall operate as a bar to any future action on such claim and will release Purchaser of any further obligation relating thereto.

20. Dispute Resolution. In the event that Seller fails or refuses to deliver Goods, or otherwise repudiates any provision of this Order, Seller agrees that Purchaser may seek specific performance of Seller's obligations under this Order and Purchaser reserves all of its remedies as provided under this Order and under applicable law. Notwithstanding the foregoing, Purchaser may elect, in its sole discretion, to resolve (a) any claim against Seller for failure to deliver the Goods or for breach or repudiation of this Order, or (b) any other claim by either party for the threatened, alleged or actual breach of this Order (a "Dispute"), which cannot otherwise be resolved after good faith negotiations by the parties, as follows:

- (i) The Dispute shall be submitted in writing to Seller's account manager and Purchaser's Senior Manager of Purchasing. The respective managers shall attempt to resolve the Dispute within seven (7) calendar days of such submission.
- (ii) If the managers for each party are unable to resolve the Dispute within seven (7) days of such submission, and if either party wishes to pursue the Dispute, the Dispute shall be adjudicated in a court of competent jurisdiction in the State of Indiana.

Pending final decision of any Dispute hereunder, Seller shall proceed with performance of the Order. If the Dispute arises out of a difference in interpretation between the parties as to the performance requirements of the Order, then Seller shall continue performance in accordance with the interpretation of performance as determined by Purchaser.

21. Lien Waiver. Neither the final payment nor any partial payment shall become due under this Order until Seller delivers to Purchaser waivers of liens from all subcontractors and suppliers providing for a complete release of all possible liens arising out of this Order, or receipts in full in lieu thereof; and, in either case, a notarized affidavit stating that said releases and receipts cover all materials and labor incorporated in the work for which a lien might be filed. Seller may, if any subcontractor or supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to Purchaser, to indemnify Purchaser against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to Purchaser all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

22. Remedies. The rights and remedies reserved to Purchaser in this Order shall be cumulative, and in addition to all other or further remedies provided in law or equity.

Without limiting the foregoing, should any Goods fail to conform to the warranties set forth above or if the materials contained within the Goods are alleged to or are determined to cause injury to third parties, Purchaser shall notify Seller and Seller shall, if requested by Purchaser, reimburse Purchaser for any incidental, special and consequential damages caused by such nonconforming goods, including, but not limited to, costs (including all attorney's or other professional fees), expenses and losses incurred by Purchaser in (a) inspecting, sorting, containing, repairing or replacing such nonconforming goods, (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service

actions, (d) claims or litigation arising from personal injury (including death) or property damage caused by such nonconforming goods, and (e) any amounts for which Purchaser is liable to its customer(s) on account of such nonconforming goods.

If requested by Purchaser, Seller will enter into a separate agreement for the administration or processing of charge backs for nonconforming goods. In addition, Seller shall reimburse Purchaser for all liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's breach or anticipatory repudiation of this Order or any other contract between Seller and Purchaser, a request or demand by Seller to modify or change the terms of this Order, or legal proceedings involving Seller that, in the reasonable judgment of Purchaser, may impact upon Seller's continued or future performance under this Order, or if Seller is a party to a court case or proceedings in which Purchaser appears, participates, monitors or becomes a party. In the event this Order is issued or renewed after Seller becomes a debtor in bankruptcy, Purchaser shall be entitled to all of its attorney's or other professional fees arising from or relating to the bankruptcy case, including for monitoring the case.

23. Indemnification. In addition to Seller's other indemnification obligations arising hereunder, Seller agrees to defend, indemnify and save harmless Purchaser from any and all claims, suits liabilities, damages or expenses (including reasonable professionals' fees and costs) asserted against or incurred by Purchaser by reason of the use of Seller's product by Purchaser, its customers or others.

24. Insurance. Seller shall maintain insurance coverage with carriers acceptable to Purchaser and in the following amounts: Comprehensive General Liability / Product Liability of not less than combined single limits of \$5 million and Professional Liability / Error & Omission of not less than combined single limits of \$5 million. Seller shall furnish to Purchaser certificates of insurance and Additional Insured endorsements showing compliance with these insurance requirements. All such certificates of insurance and endorsements shall not be subject to cancellation or material alteration except after thirty (30) days prior written notice by Certified Mail to the Additional Insured. The limits of liability coverage set forth above are established as minimum coverage required of Seller and shall in no way be construed as a limitation of the liability of Seller under any hold-harmless or indemnification provision contained in this Order. The Seller's policies shall contain a provision by the respective insurers waiving the right of such insurers to subrogation. The waiver of subrogation shall be in favor of Purchaser and its board members, officers, employees, agents, successors and assigns.

25. Recall and Other Field-Service Actions. If Purchaser, on its own initiative or pursuant to a government mandate, makes a recall or other field-service action or customer recall campaign (a "Recall"), Seller shall be liable to Purchaser for all damages related to such Recall to the extent the Recall arises in any way from a defective Good or Seller's breach of any provision set forth in this Order.

26. No Limitation. Any right or remedy expressly conferred on Purchaser herein shall not limit or modify any right or remedy which Purchaser would otherwise have. When shipments to places other than Purchaser's plant are authorized, Seller's invoices will be paid by Purchaser at the time specified on the face hereof but not before acknowledgment of receipt of shipment by the consignee.

27. Furnished Property. All tooling, dies, gauges, fixtures, molds, patterns and related software, drawings and other documentation for tooling, equipment or material, unless otherwise agreed to in this Order, furnished to Seller, paid for by Purchaser or to be amortized over time in this Order and any replacement thereof, or any additions, attachments, accessories and repairs ("Furnished Property"), shall be and remain property of Purchaser and shall be held by Seller on a bailment basis. Seller shall use the Furnished Property solely for the production of the Goods under this Order and shall not without prior written consent of Purchaser use or permit others to use Furnished Property for any other purpose. Furnished Property shall be plainly marked as the property of Purchaser and shall be safely stored by Seller. Seller, at its own expense, shall keep Furnished Property in good working condition and replace when necessary. While in Seller's control, Furnished Property shall be held at Seller's risk and shall be

insured by Seller at Seller's expense in an amount equal to the replacement-value cost, with loss payable to Purchaser. Seller assigns to Purchaser any claims for payment or loss of such Furnished Property that Seller might have against its insurer and Purchaser accepts this type of assignment. Seller shall use Furnished Property in a careful and safe manner and shall indemnify and hold Purchaser completely harmless against any-and-all claims, liabilities, expenses and damages arising from or related to the installation, use, storage, or repair of the Furnished Property. Upon such request from Purchaser, Seller shall immediately release the Furnished Property and prepare it for shipment or deliver it to Purchaser in the manner requested. Purchaser will assume the cost of delivery and will pay Seller for this delivery amount. Seller shall not hold or retain possession of Furnished Property to secure payment owed for any other reason. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER WAIVES ANY LIENS, CLAIMS, OR OTHER RIGHTS OR INTERESTS THAT SELLER MIGHT OTHERWISE HAVE ON OR WITH RESPECT TO ANY OF THE FURNISHED PROPERTY.

Purchaser shall have the right to audit, in accordance with Section 32, Seller's cost for any Furnished Property procured by Seller and paid for by Purchaser or to be amortized over time in this Order. Seller shall reimburse Purchaser promptly (but in no event later than 10 days after written notice of Purchaser's determination) to the extent an audit reveals that Seller's actual cost for such Furnished Property was less than the amount upon which Seller's quotation with respect to such Furnished Property was based.

28. Limitation of Damages. In no event will Purchaser be liable to Seller or Seller's subcontractors for anticipated profits or for special, incidental or consequential damages.

29. Setoff. All amounts due from any of Purchaser or its parent companies or their affiliates, subsidiaries or divisions ("Purchaser Group") to Seller or its parent companies or their affiliates, subsidiaries or divisions ("Seller Group") shall be considered net of indebtedness of any member of Seller Group to any member of Purchaser Group. In addition to any right of setoff, deduction or recoupment provided or allowed by law, any member of Purchaser Group may, without notice to Seller or any other member of Seller Group, set off against, and deduct and/or recoup from, any amounts due or to become due from any member of the Purchaser Group to any member of the Seller Group, any amounts due or to become due from any member of the Seller Group to any member of the Purchaser Group, including for damages resulting from breaches by Seller of its obligations under this or any other Order. If an obligation of Seller is disputed, contingent or unliquidated, Purchaser may defer payment of all or any portion of an amount due until such dispute or contingency is resolved or the obligation is liquidated. In the event of Seller's bankruptcy, if all of the orders (including this Order) between Purchaser and Seller have not been assumed (under applicable bankruptcy law), then Purchaser may withhold payment to Seller for Goods previously delivered (via administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

30. Non-Solicitation. Purchaser will not solicit and Seller shall not provide, any gifts or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value or compensation), of any kind, provided directly or indirectly to any employee of Purchaser for the purpose of improperly obtaining or rewarding favorable treatment in connection with award of a Order or subcontract. Seller shall report in writing any solicitation or suspected solicitation of gifts or gratuities by Purchaser's employees to Purchaser's Senior Manager of Purchasing.

31. Third-Party Beneficiary. Seller agrees that Purchaser is an intended third party beneficiary of any contracts between Seller and its suppliers relating to the production or assembly of the Goods covered by this Order with the right to enforce such contracts. This Order is intended for the benefit of Purchaser and, where applicable, the Purchaser Group, each of which are express third-party beneficiaries under this Order and will have the right to enforce this Order against Seller. This Order is not intended to benefit any other third party.

32. Audit. Seller grants to Purchaser and its authorized representative(s) access to Seller's premises and books and records during normal business hours (or outside of normal business hours provided that Purchaser has given Seller at least 24 hours' advance written notice) for the purpose of auditing Seller's compliance with the terms of this Order, including Seller's charges for the Goods. Seller agrees to cooperate fully with Purchaser in connection with any audit. Purchaser's audit rights shall include the right to view any facility or process relating to the Goods or this Order, and to examine all pertinent documents, data and other information relating to the Goods, Furnished Property, Seller's obligations under this Purchase Order, any payment made to Seller or any claim made by Seller.

If requested by Purchaser, Seller will use its best efforts to permit Purchaser and its authorized representative(s) to obtain from subcontractors or other suppliers to Seller the information and permission to conduct the reviews specified in the foregoing paragraph, regardless of any other right Purchaser may have to that information or facilities.

Unless otherwise stated herein, Seller will preserve all relevant documents, data and other written information for a period of two (2) years after the date of payment for the applicable Goods. Seller will segregate its records and otherwise cooperate with Purchaser so as to facilitate Purchaser's audit.

Seller agrees to reimburse Purchaser promptly (but in no event later than 10 days after written notice of Purchaser's determination) for all amounts associated with errors discovered during an audit, along with Purchaser's costs and expenses incurred in conducting the audit.

33. No Implied Waiver. The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other provision. To be effective, any waiver by Purchaser of any provision of this Order must be in writing signed by Purchaser.

34. Non-Assignment. Seller may not assign or delegate its obligations under this Order without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole discretion.

35. Relationship of Parties. Seller and Purchaser are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

36. Governing Law. This Order is to be construed according to the laws of the state of Indiana, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Purchaser against Seller may be brought by Purchaser in any court(s) having jurisdiction over Seller or, at Purchaser's option, in the court(s) having jurisdiction over Purchaser or Purchaser's location as shown by the address of Purchaser on the face of this Order, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures in that jurisdiction. Any acts or proceedings by Seller against Purchaser may be brought by Seller only in the court(s) having jurisdiction over the location of Purchaser from which this Order is issued.

37. Severability. If any term of this Order is invalid or unenforceable under any statute, regulation, ordinance, executive Order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, Order of rule, and the remaining provisions of this Order shall remain in full force and effect.

38. No Advertising. Seller shall not, without first obtaining the written consent of Purchaser, in any manner advertise or publish the fact that Seller has contracted to furnish Purchaser the Goods or services covered by this contract, or use any trademarks or trade names of Purchaser in Seller's advertising or promotional materials.

39. No Jury Trial. PURCHASER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF PURCHASER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY ORDER.

40. Entire Order. This Order, together with the Releases and any other attachments, exhibits, or supplements, specifically referenced in this Order, constitutes the entire agreement between Seller and Purchaser with respect to the matter contained herein and supersedes all prior and contemporaneous oral or written representations, agreements and communications of Purchaser or Seller. This Order may only be modified by an Order amendment/alteration issued by Purchaser.

Revised March 2012

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