RAYDIALL AUTOMOTIVE, INC. ("Supplier") GENERAL TERMS AND CONDITIONS OF SALE
(Effective August 10, 2026)

1. General

A. These General Terms and Conditions apply to all proposals and quotations submitted by Supplier regardless of the form of quotation or proposal made, including, but not limited to, proposals provided by e-mail ("Quotation"), to all purchase orders received by Supplier, and to all supplies and services provided by Supplier ("Supplies"), except as otherwise specifically provided in a document signed by Supplier. Customer and Supplier are sometimes referred to as the "parties", or each individually as a "party".

B. This contract or any contract resulting here from consists only of these General Terms and Conditions and those provisions in other documents which are referred to herein or are attached hereto, including without limitation Supplier's Quotation, or in a document provided or signed by Supplier and referencing the transaction (all of which constitute the "Contract"). Such other written documents may include any document signed by Supplier and Customer, an order acceptance or confirmation by Supplier, specifications and other technical documents provided by Supplier, and do not include advertising and marketing materials. The Contract also does not include any documents from Customer, unless such document is signed by an authorized representative of Supplier. Documents provided by Customer include, but are not limited to, purchase orders, Customer's terms and conditions included or referenced in an RFQ or purchase order, or any other document issued by Customer.

2. Formation, Integration and Modification.

A. The Contract supersedes all previous quotations and agreements pertaining to the provision of the Supplies. Supplier's actions in reliance on Customer's oral acceptance of a written or oral Quotation, Customer placing any orders for Supplies, or Customers' receipt of the Supplies, will constitute Customer's acceptance and a binding contract under the terms of the Contract. An order submitted by or on behalf of Customer or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Supplier in writing, but any resulting contract and the liabilities or obligations of Supplier shall be determined solely by the Contract, and (unless the Supplier otherwise advises Customer in writing) notice is hereby given that Supplier objects to any such terms or conditions in Customer's purchase order or other writing. Supplier shall not be deemed to have in any way enlarged or modified its liability or obligations under the Contract by filling such order or by failing to further object to Customer's terms or conditions.

B. The Contract is a final, complete and exclusive statement of the Contract of the parties. THE SUPPLIER IS WILLING TO NEGOTIATE WRITTEN CHANGES TO THESE TERMS AND CONDITIONS SIGNED BY SUPPLIER, BUT SUPPLIER RESERVES THE RIGHT TO MAKE AN ADJUSTMENT IN THE PRICE OF THE SUPPLIES TO COVER SUPPLIER'S ESTIMATED COST OF SUCH CHANGES. No modifications, limitations, waivers or discharge of the Contract or any of its terms shall bind Supplier unless in writing and signed by an authorized representative of Supplier. No agent, employee, or representative of Supplier has any authority to bind Supplier to any affirmation, waiver, representation or warranty concerning the Supplies, not contained in the Contract. Unless an affirmation, waiver, representation, or warranty is expressly included within the Contract, it is not a part of the basis of the Contract and it is not enforceable. Notwithstanding anything to the contrary in this Contract, no modifications, limitation, waiver or discharge of any provision of the Contract shall affect Customer's liabilities to Supplier accrued prior thereto. Supplier may correct unilaterally any mathematical and typographical errors in the Contract. The Contract cannot be modified through handwritten revisions, unless they are initialed and signed by both Supplier and Customer. A course of performance, course of dealing, or custom in the trade shall not modify or waive any right of Supplier.

C. The Contract is only for the benefit of the parties, except all disclaimers and limitations applicable to Supplier are assignable by Supplier for the benefit of Supplier's agents, employees, contractors, and suppliers, except as may be specifically provided in the Contract. If any other provisions of the Contract are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

D. Customer may not cancel the Contract unless agreed to by the Supplier in advance in writing. Customer shall indemnify the Supplier for all expenses incurred (for example only, for specific equipment, engineering costs, labor costs and provisions of supplies, tools) and for all direct and indirect damages resulting therefrom. Moreover, any deposit made shall be non-refundable.

E. All proposals, samples, prototypes, plans and other materials or information furnished by the Supplier in bidding, negotiating and performing the Contract, are confidential and the property of Supplier, whether or not marked "Confidential", and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Customer except as may be necessary for the selection or use of the Supplies. They shall be returned by Customer to Supplier if an order is not given to Supplier.

F. Customer shall reimburse Supplier for Supplier's costs in the design, manufacture, maintenance, repair, and replacement of equipment and tooling dedicated to the production of Supplies. All designs, modifications, and adaptions of equipment and processes shall belong to Supplier. Supplier may, at its option, destroy any such equipment or tooling at any time after two years

from the last order from Customer for the Supplies, provided it first supplies Customer with 30 days written notice and an opportunity to purchase it for its fair value.

G. Any Contract that does not fix the quantity or amount to be supplied shall be an "Open Order", creating a release-by-release supply arrangement pursuant to which Customer can issue multiple releases each of which Supplier can either accept or reject. If Customer orders under an Open Order less than 80% or more than 120% the quantity or amount estimated for a given period, Supplier shall be entitled to adjust the purchase price, delivery times, and other terms to compensate Supplier for its additional costs such as but not limited to overtime, amortization of additional capital equipment, shift premiums, subcontracting, and idle facilities. A "Fixed Order", or spot buy, specifies firm quantities, prices, and delivery periods. Orders are subject to any minimum order quantities specified by Supplier in its quotation. Orders placed with Supplier must be for a minimum of $1,000 of Supplies.

H. Customer and Supplier acknowledge that: they are merchants in respect to the Supplies; they have had an opportunity to review the Contract; and the provisions of the Contract are reasonable when considered as a whole.

I. Customer may not resell the Supplies under any brand name other than the brand name under which the Supplies are provided by Supplier. Supplier may sell any stock of Supplier or materials produced or obtained to perform the Contract if Customer fails to purchase them from Supplier.

3. General Express Warranties.

A. Supplier warrants to Customer only, subject to the disclaimers and limitations of the Contract, that Supplies to the extent manufactured by Supplier shall be free from failure due to defects in materials and workmanship which are discovered within the period of three (3) months from the delivery to Customer. Because the Supplies may be subject to a wide variety of use, installation, maintenance and cleaning, the warranty is only against such defects and not against any other failures such as, but not limited to, those due to wear and tear, normal maintenance and perishable items which are excluded from this warranty against defects.

B. Supplier warrants to Customer that the Supplies will be as described in the Contract in all material respects, subject to the limitations stated herein and Supplier's published and internal standards; however, Supplier retains the right to change the dimensions, composition, design, performance, color and appearance of the Supplies without liability if, in its judgment, the change is nonmaterial. Supplier may, in its discretion, also rely on any generally accepted industry standards.

C. Supplier's warranties shall apply only if the Supplies: (i) have been installed, maintained, and used in conformity with instructions furnished by Supplier from time to time, if any, and otherwise in conformity with the highest industry practices; (ii) have been subjected to normal use for the purpose for which Supplies were designed; (iii) have not been subjected to misuse, negligence, or accident; and (iv) have not been altered or repaired by persons other than Supplier in any respect which, in the judgment of Supplier, adversely affects the condition or operation of the Supplies.

D. Customer shall create, maintain and make available to Supplier, permanent records of the installation, maintenance, use and disposition of the Supplies.

4. Disclaimer and Limitation of Express Warranties. There are no express warranties other than those contained in the Contract. Any representations as to performance and other matters, except as contained in the Contract, were for illustrative purposes only and do not constitute a warranty. Whether or not the Supplies are to be used exclusively by Customer, there shall be no third party beneficiaries to the express warranties contained herein. Supplier does not warrant any portion of the Supplies not conceived, designed, developed, or manufactured by Supplier (whether or not specified by Customer), but Supplier shall assign to Customer upon request all assignable warranties of Supplier's suppliers related to such Supplies. Supplier is not responsible for any errors or omission or for any loss or damage resulting from reliance on catalogues, brochures, price lists or other information provided to Customer from the Supplier, including, without limitation, any descriptions, shipping specifications, illustrations, representations as to quality or capabilities, or any other information. Such information provided by the Supplier is intended for general information only. Supplier does not warrant that it or the Supplies are in compliance with any entity, organization or industry standards, guidelines or procedures unless specifically contained in the Contract.

5. Disclaimer of Implied Warranties. THE SUPPLIER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. There are no warranties which extend beyond those express warranties contained in the Contract. Customer affirms that it has not relied upon the Supplier's skill nor judgment to select or furnish Supplies for any particular purpose beyond the specific express warranties in the Contract. Customer has the responsibility to determine whether the Supplies are fit for Customer's intended purpose. Supplies provided by Supplier (including but not limited to goods, design, plans, drawings, and specifications) are based on Information provided by Customer. Supplier may rely entirely on information provided by Customer and is under no obligation to verify such information or take any actions to obtain explanatory or supplemental information from Customer or third parties. Customer's approval of any goods, designs, plans, drawings, specifications, and/or prototypes constitutes

Customer's acceptance and waiver of any responsibility for a failure to consider information provided by Customer. Any modifications of goods, designs, plans, drawings, specifications, prototypes and other work of Supplier after approval by Customer shall be at Customer's expense at Supplier's normal rates for services and materials. Supplier does not warrant the Supplies as furnished will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in the Contract. Customer has the responsibility for using the Supplies under normal conditions and in compliance with all laws including but not limited to those relating to hazardous materials, environment and safety.

6. Delivery and Packaging.

A. Shipping dates are estimates based on Supplier's present engineering and manufacturing capacity and scheduling, and may be revised by Supplier upon receipt or scheduling of Customer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Supplier's books. All shipping dates are further subject to Supplier's prompt receipt from Customer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in the Contract, and of all drawings, information and approvals necessary to provide the Supplies and to grant any credit proposed in the Contract. Supplier will assess charges for expedited or premium shipments as well as for "break in" orders.

B. Unless otherwise expressly agreed in writing, Supplier will make Supplies available FCA or ExWorks (Incoterms 2010) Supplier's dock, as specified in Supplier's quotation. Customer shall pay all handling and other charges incidental to transportation. Customer is responsible for making any claim against the carrier and other handlers of the Supplies after delivery.

C. Supplier shall package the Supplies in accordance with Supplier's standard practices. Supplier has no responsibility to collect or dispose of any packaging.

D. Whether or not Supplier prepays shipping charges, risk of loss passes to Customer in accordance with the applicable Incoterms. Supplier's breach of the Contract shall not affect the passing of the risk of loss to Customer notwithstanding any provision of law to the contrary.

7. Delay of Shipment or Performance Excused for Various Reasons.

A. If shipment of any item or other performance by Supplier is delayed at the request of or due to the fault of Customer, the Supplier may at its option hold the item at the place of manufacture at the risk and expense of Customer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after Customer is notified that the item is ready for shipment. If the Supplier is unwilling to accommodate Customer by holding such item, Customer shall accept shipment immediately.

B. All inspection, delivery, and other dates for Supplier's performance are estimates only. In addition, the Supplier shall not be in default because of its delay or failure to deliver or perform under the Contract resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, act of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order; (ii) shortages of raw materials or labor; (iii) the lack of usual means of transportation, fires, floods, explosions, strikes or other work actions, or any other accidents, contingencies, or events, at the Supplier's or it supplier's plant or elsewhere (whether or not beyond the Supplier's control) which directly or indirectly interfere with, or render substantially more burdensome, Supplier's production, delivery, or performance; (iv) delays by Customer in inspecting and acceptance, in furnishing requested specifications, materials, tooling or information, in making payments, or otherwise. If one or more deliveries hereunder is delayed by reason of any one or more of such occurrences for a period of 30 days, the Supplier may, at its option, terminate the Contract as to the undelivered supplies or waive such delay and establish a new delivery schedule.

C. Whenever the Supplier's supply of the Supplies, materials or means of production is insufficient to meet the estimated delivery schedule or in the event of any occurrence mentioned above in Subsections A and B, the Supplier, in its sole discretion, may allocate its supply to its own use or other customers.

D. This Section shall be effective even as to events described in Subsections A, B and C which exist on the date of a quotation or of contract formation.

8. Inspection, Testing and Rejection.

A. All drawings, specifications, technical documentation, samples, prototypes and Supplies shall be deemed approved and/or accepted by Customer if Customer does not provide a written objection and/or rejection within seven days of receipt or other reasonable time established by Supplier. Customer shall have seven days after receipt of the item to inspect and either accept or provide notice of objection and/or rejection. If it is rejected, notice must be given to the Supplier so that it will arrive no later than 10 days after receipt of the item by Customer. Failure to so act shall constitute an irrevocable acceptance by Customer of the item. Any objection and/or rejection by Customer must be in writing and state with specificity all defects and non-conformities upon which Customer will rely to support its rejection. **ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.** If Customer rejects any tender of the Supplies and if requested by Supplier, Customer shall return them to the Supplier, express, collect, within three days after such request. A failure to so return shall constitute an irrevocable acceptance. No

attempted revocation of acceptance shall be effective, and Customer shall be limited to any available remedies specifically provided in the Contract. There shall be no limitation on the period of time in which Supplier may cure any non-conformity or breach, provided it continues to make reasonable efforts to cure.

B. If the Contract requires, or Supplier requests in writing, inspection or testing prior to shipment, and upon notification by Supplier that the Supplies are ready for inspection or testing, Customer shall provide at the place of manufacturer or other location selected by Supplier, at its own expense, one or more qualified and authorized employees to inspect and/or test the Supplies, check them for general compliance with the Contract, and authorize shipment. If Customer fails to do so within seven days, then the Supplier may, in its own discretion, determine that Customer has waived the right of inspection, testing and/or acceptance prior to shipment and ship the Supplies. Correction of defects or non-conformities, which would likely have been discovered by Customer's inspection and/or testing and are otherwise covered by Supplier's warranty, will be at Customer's expense.

9. Installation. Customer assumes all risk of using the Supplies in its location and in connection with other equipment. Supplier has no responsibility to determine the adequacy of the foundation, utilities, skills of Customer's staff, or any other matters. If a standard foundation drawing is supplied, it may include only plan and elevation views. Due to many variations in soil type, adjacent equipment, workmanship foundation depth, etc. any foundation drawing is a suggestion only. The foundation (whether or not constructed with Supplier's drawing) is not warranted and Supplier shall not be responsible for any defects in the foundation or consequences which may result from an inadequate foundation.

10. Proprietary Information.

A. Any design, invention or other information developed by Supplier in the performance of the Contract shall remain the property of Supplier, whether or not Supplier charges for design, research, development, testing, or similar services. Any patentable features developed by Supplier shall be the property of Supplier and Supplier shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Customer in the performance of the Contract, except as provided in subsection A.

B. Supplier is not obligated to furnish detailed or shop working drawings, engineering calculations, computer programs, or other information for any Supplies or part thereof.

C. Customer shall treat as confidential any business proposal from Supplier and all technology which shall be made available, directly or indirectly to Customer by Supplier and by Supplier's licensors, including but not limited to drawings, schematics, specifications, bills of material, test results, analysis, recommendations, models, and designs, and Customer shall use such business proposals and technology only to evaluate its business relationship with Supplier and to enable Customer to perform under the Contract. Customer shall not disclose, or authorize or instruct Supplier to disclose, any confidential or proprietary information of Supplier to any third party that is not bound by contract to at least the same duty of confidentiality to Supplier as its Customer. In addition, only those employees and contractors of Customer having a need-to-know and bound by contract to at least the same duty of confidentiality provisions as Customer may be given access to such technology. Customer shall maintain, for Supplier's inspection, written records which shall include the names and address of such employees and contractors granted such access. Customer shall indemnify Supplier from all expenses and damages related to the improper use or disclosure by Customer or its employees and contractors. Business proposals and technology of Supplier may be protected by patent, copyright, trademark and other law. No license or other right to business proposals or technology of Supplier is granted. If the parties have entered into a non-disclosure agreement, the terms of the non-disclosure agreement shall govern if there is a conflict between those terms and this provision.

11. Prices and Payment.

A. Prices contained in Supplier's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation. Beyond the 30-day period the prices are subject to change, and Customer should inquire of Supplier as to their validity and request a written confirmation or revision. Prices do not include taxes, tariffs, or duties and Customer shall pay all applicable sales or other taxes, tariffs or duties levied with respect to Supplies (and replacements) and the Contract, unless exempt therefrom. All prices are in United States dollars and must be paid in U.S. dollars at the location specified in Supplier's invoice. Customer shall pay all government fees levied on the installation and inspection of the Supplies. Customer shall pay upon receipt all invoices rendered by Supplier for any such items Supplier may pay. Prices are only for production parts and do not cover service parts. Supplier will provide Customer with service pricing at the end of production, considering relevant factors including raw material pricing and reduced service volumes.

B. Supplier may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, manufacturing, and other performance by Supplier, required by changes requested by Customer to the Supplies, schedule, or any other performance by Supplier after the date of any quotation. Supplier is not obligated to perform any such changes, but Customer shall pay Supplier for such changes if Supplier complies with such requested changes.

C. Except as otherwise provided in the Contract, Supplier shall not be responsible for any freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges arising out of the performance of the Contract. If such charges are specifically included in the price, any increase in rates for such services becoming effective after the date the price is quoted to Customer shall be added to the price.

D. If, at any time, reasonable grounds for insecurity arise with respect to Customer's performance of its payment or other obligations hereunder, Supplier may demand immediate payment in full or a documentary letter of credit approved by U.S. bank acceptable to Supplier or other financial security for such payment or other obligations. In addition, all amounts owed by Customer to Supplier shall be accelerated and payable immediately if Customer fails to make any payment on time and as otherwise required or if Customer sells or transfers the line of business for which the Supplies are purchased or is a participant in a merger.

E. All export and import duties, fees, permits, licenses, etc. for Supplies shall be the responsibility of Customer.

F. Invoices may be rendered separately for each shipment (including any early shipment) made by Supplier. Customer shall pay all invoices net 30 days after the date of shipment. Supplier may change any payment term to Customer on seven days written notice.

G. Supplier may elect to deliver the Supplies in installments. Each installment of Supplies to be delivered is to be considered as a separate sale and Customer shall pay timely the price for each installment which is delivered. Any Supplies indicated as back-ordered now or in the future shall be considered an installment delivery. A failure to pay for an installment within the time for payment is a material anticipatory breach of other installments by Customer.

H. All amounts not paid to Supplier when due shall incur a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contact rate allowed by law.

I. All amounts due on installation or other event which requires the action or cooperation of Customer which Customer fails to supply timely shall become due upon such failure.

J. Supplier may offset or recoup any amounts owed by Supplier or an affiliate of Supplier to Customer or an affiliate of Customer against any amounts owed by Customer or an affiliate of Customer to Supplier or an affiliate of Supplier. Customer waives any right of offset or recoupment and shall pay all amounts owed to Supplier when due regardless of any claim of Customer regarding warranties or other issues.

M. Supplier may allocate payments from Customer among outstanding invoices in Supplier's discretion.

12. Parts, Service and Training Performed by Supplier. All warranty and non-warranty parts, labor, service, software, and training, if any, provided by the Supplier or its agents and contractors (including those provided under purchase orders subsequent to the Contract) related to the Supplies are subject to all limitations and disclaimers of warranties and remedies provided in the Contract. Customer shall pay Supplier for all non-warranty work in advance or upon such other terms as may be agreed. The Supplier may have access to the Supplies during or after installation of the Supplies. The Supplier is not under any duty to inspect the Supplies for any defects or any improper use or modification of the Supplies nor to correct or advise Customer of any such condition, use or modification, which is observed. Any notification which may be given is voluntary and subject to all limitations and disclaimers in the Contract.

13. Remedy and Limitation of Supplier's Liability.

A. Defective or non-conforming Supplies or parts thereof discovered during the express warranty period shall be corrected, repaired, or replaced by Supplier at Supplier's election without any additional charge and shipped to Customer, FOB Supplier's plant, for reinstallation by Customer at its cost, subject to the terms hereof. The warranty obligation of Supplier is limited to the correction, repair, or replacement at Supplier's plant of any part of the Supplies which Customer shall, within the warranty period, return to Supplier, with transportation charges prepaid by Customer, and which Supplier shall determine upon examination to be defective or not in conformity with the express warranties contained herein. Supplies cannot be deemed defective or non-conforming if Supplier cannot duplicate the alleged failure. If the alleged failure can be duplicated by Supplier, Supplier will discuss the potential causes with Customer, and then determine whether the failure is due to a non-conformity or defect attributable to Supplier. In lieu of correction, repair, or replacement, if Supplier elects, Supplier may, upon return of such Supplies and making a determination of nonconformity or defect, keep the Supplies and refund the purchase price. Customer's remedies shall be limited (even in the event of Supplier's default of its warranty obligations or a failure of a term to meet its intended purpose) exclusively to those provided in this Section. Customer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. The correction, replacement, or repair of Supplies by the Supplier does not give rise to any new warranty, and the warranty period provided for herein shall not be extended by the length of any period from the date the defective or non-conforming Supplies are received by the Supplier until the date repaired or replacement Supplies are delivered to Customer.

B. Customer must contact Supplier requesting warranty coverage plus a return authorization number and other instructions for the return of Supplies to Supplier or other instructions. If requested by Supplier, Customer shall issue a new

purchase order or amendment to Supplier for replacement parts, subject to Supplier issuing a credit memo if Customer's claim for warranty coverage is approved. Customer must comply with Supplier's return instructions (including return of the Supplies) within 30 days or the claim shall be deemed conclusively to have been abandoned. Customer is responsible for properly tagging, identifying, and packing returned Supplies. Supplies returned without compliance with the above procedures shall be returned to the sender at sender's cost.

C. Customer shall defend and indemnify Supplier from all liability for claims, damages, losses, and expenses incurred: (a) as a result of the use or disclosure of Supplier's confidential or proprietary information (except in the performance of the Contract) by Customer, its agents or contractors; and (b) as a result of the advice furnished by Supplier to, and relied on by, Customer's contractors to the extent the liability exceeds any liability as limited by the Contract had the advice been furnished to, and relied on by, Customer.

D. Supplier shall not be liable for any costs related to a recall, service campaign, or similar action without its prior written consent.

E. Supplier's maximum liability to Customer under the Contract for the sale of any specific non-conforming Supplies (including the provision of replacement Supplies and all other costs) shall not exceed the total amount paid by Customer to Supplier for the specific Supplies giving rise to the liability at issue.

F. Any amounts to be paid as stipulated damages under the Contract shall be in full satisfaction of Supplier's liability.

G. Under no circumstance shall Supplier's liability exceed Customer's uninsured loss. Customer waives any right of subrogation.

H. Supplier shall not be liable for any action taken pursuant to a good faith exercise of any of its rights under the Contract or law.

14. Indirect, Consequential, Incidental and Other Damages. NEITHER CUSTOMER NOR ANY THIRD PARTIES SHALL BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES FROM SUPPLIER, AS DEFINED IN THE UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Supplier has defaulted in its warranty or other obligations or the limited warranty is held to fail of its essential purpose. Any legal inability to limit or restrict the right of Customer or a third party to such damages shall not affect the right of Supplier to indemnification hereunder, and under no circumstance shall Customer recover more than the purchase price.

15. Indemnification.

A. Customer shall indemnify the Supplier from any and all third party claims, damages, and expense (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the Supplies, supplies or materials used in connection with the Supplies, or parts manufactured with the Supplies, if the action or inaction of Customer or its employees, customers or agents, or Customer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against the Supplier.

B. Customer shall use and shall require its employees to use all safety devices and guards furnished with or intended to be used with the Supplies, and to follow proper safe operating procedures in accordance with general industry standards and as set forth in manuals and instruction furnished by Supplier. If Customer fails to comply with the obligations set forth in this subsection, Customer shall indemnify and save Supplier harmless from any liability or obligation incurred by Supplier to persons injured directly or indirectly in connection with the operation of the Supplies and all warranties of Supplier shall become automatically void. Customer shall notify Supplier promptly, and in any event within 30 days, of any accident of malfunction involving Supplies which results in personal injury or damage to property and shall cooperate fully with Supplier in investigating to determine the cause of such accident or malfunction, including allowing Supplier access to the Supplies and Customer's reports regarding the Supplies for Supplier's inspection. If Customer fails to provide such notice and cooperation to Supplier, Customer shall indemnify Supplier from any claims arising from such accident or malfunction whether or not the Supplies are non-conforming or defective.

16. Customer's Property. Customer shall insure all materials, fixtures, tooling, and other property delivered to Supplier against all risks and waives subrogation in the event of loss of or damage to such property or personal injury arising from the use or storage of such property.

17. Security Interest. In addition to any security interest granted by the UCC or other law, Customer hereby grants a security interest to the Supplier in all Supplies and documents related thereto and proceeds and products therefrom to secure all obligations of Customer to the Supplier, whether or not arising under the Contract. Supplier may file a financing statement and at Supplier's request, Customer shall sign financing statements, evidencing the security interest, and Supplier may file a copy of the Contract or portion thereof as a financing statement. Customer grants Supplier an irrevocable power of attorney to sign Customer's name to a financing statement if necessary or convenient to perfect Supplier's security interest. Customer shall provide a landlord's waiver of any lien rights at the premises to which the Supplies are to be installed. In case of a default by Customer, Supplier may peaceably

enter the premises of Customer and others and take other actions to repossess or render inoperable all Supplies in which it has a security interest. In case of a default by Customer, Customer hereby irrevocably appoints the Supplier as its agent to obtain possession of the Supplies and documents related thereto. Supplier may install and activate procedures or devices to make the Supplies or Software non-operative upon Customer's default. The Supplies shall be and remain strictly personal property and retain their character as such, no matter whether on permanent foundation or in whatever manner affixed or attached to building or structure, or for what purpose the Supplies may be used. Customer shall maintain the Supplies in a segregated area and not co-mingle any Supplies which are not fully paid. Customer shall not sell, exchange, transfer, convey, mortgage, pledge, hypothecate, or grant a security interest in any Supplies which are the subject to the Contract if payment therefor shall not have been made in full to Supplier. Customer shall immediately advise Supplier in writing of any damage to, change in location of, or seizure of, any of the Supplies the price of which have not been paid to Supplier.

18. Compliance with Laws and Regulations.

A. Customer shall not engage in any transaction with respect to the Supplies, by way of resale, lease, shipment or otherwise, which violates any statute or regulation of the United States of America.

B. Each party shall comply with applicable legislation concerning personal data. In the performance of the Contract, each party acts as controller of the personal data it processes. In this respect, each party shall define the purposes and means of processing. In particular, each party, as controller, shall inform the persons whose personal data are processed in performance of the Contract (the "Data Subjects") about complete and precise information concerning the processing, as well as the procedures for exercising their rights.

C. (i) With the objective of conducting its activities with respect and integrity, Supplier follows its established code of conduct. Customer agrees to abide by similar requirements. If Customer fails to comply with this obligation, Supplier reserves the right to terminate the Contract, upon written notice, with immediate effect. In addition, in performing the Contract, Customer represents and warrants that it complies with (x) restrictions or embargoes imposed as part of United Nations, United States, European Union or any other regional or national sanctions program, and (y) restrictions as part of autonomous regulations. Customer undertakes to comply with all applicable laws, regulations and rules including the principles contained in the United Nations Global Compact, in particular with regard to Human Rights, Slavery, Child Labor, Labor Law, the Environment and the Fight against Corruption.

(ii) Customer declares that: it has not violated any anti-corruption laws and regulations; it has not been subject to any civil or criminal sanctions in the United States, France or abroad for violation of anti-corruption laws and regulations and no investigation or proceedings that could lead to such sanctions have been initiated against it; to the best of its knowledge, no officer or executive within its company has been subject to civil or criminal sanctions, in the United States, France or abroad, for violation of laws and regulations relating to corruption, and no investigation or proceedings that could lead to such sanctions have been initiated against them. If the foregoing statements are not or cease to be accurate, Customer shall promptly inform Supplier. Customer warrants that: it complies and will comply with the legal provisions on the fight against corruption in accordance with the 1997 OECD Convention and the 2003 United Nations Convention against Corruption (UNCAC); and it has not received or granted and will not receive or grant, directly or indirectly, any donation, gift, payment, remuneration or advantage whatsoever to any person for or in consideration of the conclusion of the Contract.

(iii) Customer shall promptly inform Supplier in case of breach of this Section 13.

19. Limitations of Actions. Any proceeding by Customer for breach of the Contract or any other right against Supplier arising from or in connection with the payment cannot be filed nor maintained unless: (i) it is commenced within one year after the cause for action has accrued; (ii) Customer has given timely written notice to Supplier of its claim as provided herein; and (iii) Customer pays all amounts due to Supplier or deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action for breach of the Contract shall accrue no later than shipment of the Supplies to Customer whether or not installation or other post shipment services are required by the Contract.

20. Amicable Resolution of Disputes. No litigation may be commenced (other than for injunctive relief) by a party unless it first proposes a meeting of management and technical personnel of the parties to resolve the dispute. The proposed discussions shall be at the location of the other party on dates selected by the other party from alternatives provided by the complaining party. Each party may invite an independent expert to attend the discussions to offer opinions on relevant technical matters to assist the parties.

21. Mediation. For all disputes, differences or questions which cannot be amicably solved, the parties shall attempt to resolve them by mediated negotiation with the assistance of a neutral person, a mediator. The parties shall appoint the mediator within 15 days from the date when either party gives written notice of its willingness to use such procedure.

22. Choice of Law. This Contract shall be governed, construed and enforced under the law of contracts of the State of Michigan without regard to conflict of law principles, including the Uniform Commercial Code in force on the initial date of the Contract ("UCC"), to the extent applicable and otherwise by the common law of contracts. The U.N. Convention on the International Sales of Goods shall not apply. The state courts in Oakland County, Michigan and the federal courts of the Eastern District of Michigan, as applicable, shall have exclusive jurisdiction over the parties and the disputes arising under or related to the Contract, unless such

exclusivity is waived by Supplier. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions. At the request of Supplier, a tribunal with jurisdiction may reform a provision of the Contract, to the extent minimally required for enforcement.

23. **Assignment.** No right or interest in the Contract may be assigned by Customer without the prior written consent of Supplier. Any assignment attempted by Customer shall be void and ineffective for all purposes unless made in conformity with this section.

24. **Force Majeure.** Any delay or failure of Customer or Seller to perform its obligations under the Contract will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; pandemics; epidemics; wars; sabotage; or inability to obtain power. Seller will provide written notice to Customer within a reasonable period of discovering the force majeure event describing such delay, the anticipated duration of the delay, and the time that the delay is expected to end. Force majeure events shall not excuse Customer's payment obligations under the Contract.