

otherwise specified herein, and Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet delivery dates due to its own acts or omissions. Buyer shall have the right at any time to specify the carrier and/or the method of transportation to be employed in conveying the Products upon proper adjustment being made to cover any difference in transportation cost agreed upon herein. Deliveries are to be made only in quantities and at times specified in schedules furnished by Buyer. Buyer may from time to time change delivery schedules. Any forecasts provided by Buyer are estimates only and are nonbinding. Seller agrees to supply Buyer's requirements for Products; provided, however, that nothing herein shall be deemed to restrict Buyer from procuring Products from alternate sources. Time is of the essence with respect to delivery of Products. Seller shall immediately notify Buyer of any actual or potential delivery delays. Title to and risk of loss of Products shall remain with Seller until delivery to the F.O.B point. Buyer may from time to time change delivery schedules.

(b) Release Authorizations. Where deliveries are to be made in accordance with Buyer's written releases, notwithstanding any quantities specified on the face hereof, Seller shall not produce any Products covered by this order, or procure materials required therefor, or ship any Products to Buyer, except to the extent authorized by such written releases. Neither acceptance of Products nor payment therefor shall constitute a waiver of this provision.

4. Prices; Payment.

(a) Prices. If a price is not stated on the face of this order, the Products shall be billed at the price last quoted or the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or charged without Buyer's prior written authorization. Prices shall not increase without Buyer's prior written consent, which Buyer may withhold in its sole discretion. Seller represents and warrants that the prices are, and will remain, no less favorable to Buyer than any price which Seller presently, or in the future, offers to any other customer for the same or substantially similar goods and/or services for substantially similar quantities. If Seller offers a lower price for the same or substantially similar goods and/or services to any other customer during the term of this order, then Seller will immediately offer Buyer the same price as offered to such other customer.

(b) **Payment.** Buyer's account with Seller shall be paid within 90 days after receipt of invoice or shipment, whichever is received later, except where cash discounts apply or other terms are specified and specifically agreed to in writing by Buyer. Buyer's obligation to pay within such 90-day period is subject to Buyer's receipt of the Delivery Documents. Buyer reserves the right of setoff of any amounts due Seller on this Contract against any amount due Buyer from Seller on any transaction. Buyer's acceptance of or payment for the Products or any other action or inaction shall neither (a) relieve Seller from any of its obligations and warranties hereunder nor (b) constitute a waiver of Buyer's rights and claims hereunder.

5. **Rejection.** All Products are subject to Buyer's inspection during manufacture and/or after the delivery. Buyer shall have the right to reject Products if any of such Products do not meet the quality standards furnished or adopted by Buyer. If Buyer rejects any Products, Seller shall promptly, at Buyer's option, replace such Products or provide Buyer with full credit therefor. Alternatively, Buyer may replace the Products and invoice Seller for the additional costs Buyer incurs. Any Products rejected by Buyer shall be held at Seller's risk and subject to Seller's instructions or, at Buyer's option, returned at Seller's expense. Seller shall bear all shipping costs, the risk of in-transit loss and damage for replacement Products. If a quality "spill" caused by Seller requires containment, Buyer may require a third party inspection of Products at Seller's expense.

6. **Seller's Warranties.** Seller expressly warrants to Buyer, Buyer's customer and to the ultimate user that (a) the Products (including Products sold to Buyer but manufactured by others) and all material, packaging and work covered by this Contract will (i) conform to the drawings, specifications, samples or other descriptions furnished or adopted by Buyer, (ii) conform to all representations of and specifications provided by Seller, (iii) meet or exceed the quality standards furnished or adopted by Buyer, (iv) be merchantable, of good material and workmanship and fit and sufficient for the purposes intended and (v) be new, free from defects in material and workmanship; (b) the use and/or sale, alone or in combination, of the Products will not infringe or violate any United States or foreign letters patent, or any right in or to any patented invention or trade name, or a trademark, copyright or other intellectual property right; (c) the Products and their production, storage, pricing, delivery and sale hereunder are in compliance with foreign, federal, state and local laws applicable thereto, including, without limitation, all packaging and labeling laws, and are in compliance with Buyer's Supplier Manual, which is available at www.nexformine.com and incorporated herein by this reference; (d) without limiting the generality of section 6(c), the Products, and all of their ingredients, elements and components, fully and completely comply with and satisfy the requirements of all environmental or health and safety related laws, regulations, treaties, ordinances, and/or rules, whether international, national, state or local, including, without limitation, the Montreal Protocol, REACH (of the European Union), RoHS (of the European Union) and Title VI of the Clean Air Act, 42 U.S.C. 7401 et seq.; and (e) Seller is conveying good title to the Products, free and clear of any liens or encumbrances. Seller acknowledges that it has knowledge of Buyer's intended use and warrants that all Products that have been manufactured by Seller based on Buyer's use and will be fit and sufficient for the particular purposes intended by Buyer. Any Products not in accordance with the foregoing warranties or any special warranty shall be deemed to be defective and may be rejected by Buyer. Buyer's approval of Seller's specifications shall not relieve Seller of any of its warranty obligations. Seller will maintain a quality assurance system which is adequate in Buyer's judgment to detect and prevent shipment of nonconforming Products. In the event of any recall affecting the Products, Seller shall indemnify Buyer and the Buyer Parties (as defined below) in accordance with section 9. Buyer shall have the right to control the recall process and Seller shall fully cooperate with Buyer in connection with the recall.

7. **Breach of Warranty.** If Seller breaches any of its warranties, Seller shall be liable for all and indemnify Buyer and the Buyer Parties from and against all Damages (as defined below) incurred by them, including, without limitation, the purchase price of the Products, delivery costs, replacement and cover costs, lost profits, consequential and incidental damages. Seller acknowledges that, if Seller's breach causes Buyer to deliver products to its customers either late or below Buyer's standards, Buyer will incur lost profits and other damages for which Seller is liable. Without limiting the foregoing, Seller shall promptly and at its sole cost replace any Products failing to conform with the warranties set forth in this Contract. Replacement Products shall be subject to the same warranty as provided above. If Product is held to constitute an infringement of a third party right, Seller shall, at its expense, either procure for Buyer the right to use said Product or replace same with a substantially equal but not infringing Product, or modify it so that it becomes substantially equal but not infringing.

8. Buyer's Information, Property and Intellectual Property.

(a) **Buyer's Information.** If any Products supplied under this Contract are made according to Buyer's manufacturing information, such information shall be used only to manufacture Products to Buyer's orders. Seller agrees that Buyer shall at all times retain title to such manufacturing information and Seller agrees to maintain it in confidence. Upon Buyer's request, Seller shall return to Buyer all such manufacturing information without retaining any copies or embodiments thereof.

(b) **Buyer Property.** Unless otherwise agreed in writing, Seller at its cost shall supply all materials, equipment, tools and facilities required to perform under this Contract. Any materials, equipment, tools, dies or other properties furnished by Buyer or paid for by Buyer, and any design drawings relating to or used in the manufacture of such properties, shall remain Buyer's property. Any Buyer property shall be used only for performance under this Contract and, on demand, must be returned to Buyer in accordance with Buyer's instructions without charge. Seller agrees, as a condition of this Contract, that it will: (i) properly mark/label, identify and segregate any and all Buyer property in such fashion as to clearly identify such items as being the

(a) Generally. Unless otherwise specified on the face of this Contract, Seller shall deliver the Products F.O.B. the facility named by Buyer. Seller shall pack, mark and ship Products in accordance with Buyer's specifications from time to time, including, without limitation, any temperature specifications. Seller shall package Products so as to prevent damage or deterioration and shall comply with all applicable packaging laws. Seller shall include with each shipment such documents as Buyer may require from time to time, including, without limitation, a packing slip showing Buyer's purchase order number, item numbers and sufficient other particulars to identify the Products, certificates of analysis and a Bill of Lading showing quantities delivered by lot number (collectively, the "Delivery Documents"). Buyer's count shall be accepted as final on all shipments not accompanied by packing lists. Buyer will not pay any charges for any containers, packing, boxing, crating, marking, delivery, transportation, storage or other charges unless

property of Buyer, (ii) prevent the commingling of said Buyer property with other material in Seller's possession except in accordance with applicable Buyer specifications or Buyer's written approval and (iii) assume responsibility for all taxes and risk of loss or damage with respect to said Buyer property at all times until such property is returned to Buyer.

(c) Intellectual Property. Whenever requested by Buyer to do so, Seller will place on the Products, in the manner specified by Buyer, such trademarks or other identifying marks as Buyer may specify. Seller warrants and agrees that Buyer's identifying marks shall be used only on Products supplied to Buyer and in the manner and subject to the restrictions imposed by Buyer. All of Buyer's Intellectual Property Rights (as defined below) are and shall remain Buyer's sole property, and Seller agrees not to take or permit any action contradicting Buyer's rights thereto. "Intellectual Property Rights" include, without limitation, any copyright, patent, registered or unregistered design, logo, trademark, trade dress, trade name or other designation, translation of trade name into another language, and any similar rights or applications for rights in any of the foregoing in any part of the world owned or used by Buyer or any of its affiliates, and any goodwill relating thereto. Buyer's rights shall be enforceable by injunctive relief and/or a decree of specific performance. Seller does not acquire any rights, title or interest in any of the trademarks or trade names of Buyer by virtue of this Contract, and Seller shall not use or in any way refer to Buyer's trademarks or trade names without Buyer's prior written permission. Nothing herein shall limit the statutory or common law of torts or trade secrets where it provides Buyer with broader rights.

9. International Compliance.

(a) Economic Sanctions & Export Controls. Seller is not (i) a Person on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or any other denied party lists maintained by the U.S. Government, the European Union ("EU") or other jurisdictions where Buyer operates; (ii) a Person organized or resident in a country or territory subject to comprehensive OFAC or EU sanctions; (iii) is a Person who is otherwise the target of economic sanctions or export control laws such that Buyer cannot deal or otherwise engage in business transactions with Seller; or (iv) owned or controlled by (including by virtue of such Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any of the foregoing Persons such that the entry into, or performance under, this Contract or any document would be prohibited by U.S., EU, or other law.

(b) Money Laundering. Seller is in compliance with all laws related to terrorism or money laundering including: (i) all applicable requirements of the Currency and Foreign Transactions Reporting Act of 1970 (31 U.S.C. 5311 et. seq., (the Bank Secrecy Act), as amended by Title III of the USA Patriot Act; (ii) the Trading with the Enemy Act of 1917; (iii) Executive Order No. 13224 on Terrorist Financing, 66 Fed. Reg. 49,079 (Sept. 24, 2001); or any other U.S., EU, or other laws relating to anti-money laundering.

(c) Anti-Corruption. Seller will comply with the U.S. Foreign Corrupt Practices Act of 1979, the United Kingdom Bribery Act of 2010 and any other similar "anti-bribery" laws and regulations, and in particular (but without limitation) will not, directly or indirectly, in the name, on behalf of or for the benefit of Buyer or its affiliates, offer, promise or authorize to pay any compensation, or give anything of value to, any official, agent or employee of any government or governmental agency, or to any political party or any officer, employee or agent of any political party. Seller will require each of its directors, officers, employees, sub-Sellers and agents to comply with the provisions of this paragraph. Seller shall permit, upon the request of and at the sole discretion of Buyer, audits by independent auditors acceptable to Buyer, and agree that such auditors shall have full and unrestricted access to all records related to the work performed for, or services or equipment provided to, Buyer, and to report any violation of any of the U.S. Foreign Corrupt Practices Act of 1979, the United Kingdom Bribery Act of 2010 or any other similar "anti-bribery" laws and regulations, with respect to: (a) the effectiveness of existing compliance programs and codes of conduct; (b) the origin and legitimacy of any funds paid to Buyer; (c) its books, records and accounts, or those of any of its subsidiaries, joint ventures or affiliates, related to work performed for, or services or equipment provided to, Buyer; (d) all disbursements made for or on behalf of Buyer; and (e) all funds received from Buyer in connection with work performed for, or services or equipment provided to, Buyer.

(d) Conflict Minerals. Seller shall: (i) affirmatively disclose to Buyer any Conflict Minerals used in the productions of any Products purchased by Buyer under this Contract; (ii) submit to Buyer any reports relating to Conflict Minerals filed by Seller with the U.S. Securities and Exchange Commission pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank"); and (iii) provide Buyer with a description of measures taken by Seller to assure the appropriate sourcing and chain of custody for such materials. For the purposes of this Contract, term "Conflict Minerals" shall have the meaning ascribed to it under Dodd-Frank and shall include, without limitation, columbite-tantalite (coltan), cassiterite (tin), gold, wolframite (tungsten), or their derivatives, or any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo.

(e) Anti-Slavery & Human Trafficking. Seller shall not: (i) use forced, bonded, indentured labor, child labor, or involuntary prison labor in manufacturing any Products purchased by Buyer; (ii) import or cause such Products to be imported into the Customs Territory of the United States in violation of 19 U.S.C. § 1307 or other applicable laws; (iii) or engage in any form of human slavery or trafficking including, without limitation, transporting, harboring, recruiting or transferring or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation. Seller shall provide Buyer with a description of the measures taken by Seller to prevent the use of coerced labor, slavery, and human trafficking in its Products and supply chain, including any information necessary for Buyer to meet supply due diligence and disclosure requirements imposed under the California Transparency in Supply

Chains Act (Calif. Civil Code § 1714.43), the United Kingdom Modern Slavery Act of 2015, and other applicable Anti-Slavery and Human Trafficking laws.

10. Indemnification and Insurance.

(a) Indemnification. Seller hereby releases and agrees to promptly defend, indemnify and hold Buyer and its shareholders, directors, officers, agents, employees, affiliates, customers, successors and assigns (collectively "Buyer Parties") harmless from and against all liabilities, losses, claims, court costs, incidental and consequential damages, attorneys' fees and other expenses arising from any loss, damage or injury (including death) to any person or property ("Damages") in any way relating to the Products or: (a) any alleged defects in the Products; (b) any inadequate disclosures, labels, packaging, warnings or instructions; (c) the alleged violation of any statute, ordinance or other law, order, rule or regulation, including those identified in section 9 above; (d) any alleged unfair competition resulting from similarity of design, trademark, use or appearance of the Products; (e) bodily injuries, deaths or property damage caused by negligent or wrongful act or omission of Seller, or any employee or agent of Seller; (f) any breach of warranty set forth herein or any special warranty; and (g) any recalls involving Products. The provisions of this section 10 shall be effective whether or not such loss, damage or injury was proximately caused by the sole or partial negligent acts or omissions of Buyer or any Buyer Parties. Buyer and the Buyer Parties, at their option, may be represented by and actively participate through their own counsel in any such suit or proceeding, and Seller shall pay the costs of such representation and participation. **IN NO EVENT SHALL BUYER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN RELATION TO THESE TERMS AND CONDITIONS OR THE PARTIES' RELATIONSHIP, AND SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS THEREFROM.**

(b) Insurance. Seller shall, at its own expense, maintain in effect insurance with respect to its performance hereunder and the Products with such coverages and in such amounts as Buyer may require in writing from time to time and, at a minimum, as may be commercially reasonable. All insurance policies shall be issued by insurance companies reasonably acceptable to Buyer. Seller shall cause the issuer of each insurance policy to issue a certificate of insurance naming Buyer as an additional named insured, and containing an agreement by the insured that the policy shall not be terminated or modified without at least 30 days' prior written notice to Buyer, and Seller shall, at Buyer's request, deliver each such certificate to Buyer. Seller's compliance with these insurance requirements shall not relieve Seller from liability under these indemnification provisions. Seller shall indemnify Buyer and the Buyer Parties for any loss suffered due to Seller's failure to obtain or maintain the insurance required hereunder.

11. Service and Replacement Parts. During the applicable vehicle program production life and for five years after a vehicle design concludes production or specific part concludes production (unless a different period is agreed in writing by the parties), Seller will supply Buyer's written "replacement parts" and "service parts" orders for the same Products, component parts and materials at the price(s) set forth in the Contract plus any actual cost differential for special packaging. If the Products are systems or modules, Seller will sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in the Contract, less assembly costs, plus any actual cost differential for packaging. For an additional ten years, or so long as the related customer of Buyer requires service parts, whichever is longer (or a different period if agreed in writing by the parties), Seller will sell Products to Buyer in order to fulfill Buyer's past model service and replacement parts requirements, at price(s) based on the most recent price(s) under the Contract, taking into account actual, documented differences in the cost of materials, packaging and costs of production after any of Buyer's current model purchases have been completed, as mutually and reasonably agreed by the parties. At Buyer's request, Seller will make service literature and other materials available at no additional charge to support Buyer's service part sales activities. Unless otherwise expressly agreed in writing by an authorized representative of Buyer or Buyer removes tooling from Seller necessary for the production of service parts, Seller's obligations under this section 10 shall survive termination or expiration of the Contract for any reason.

12. Assignment. Neither party shall assign or transfer this Contract or any interest or duty of performance herein without the prior written consent of the other party; provided, however, that Buyer may assign, without Seller's consent, this Contract and its interest herein to any affiliate or to any entity succeeding to Buyer's business. Subject to the foregoing, these terms and conditions shall be binding on and inure to the benefit of the parties and their successors and assigns.

13. Independent Contractor. Seller is and shall remain an independent contractor and neither Seller nor any of its employees or agents shall be considered an employee of Buyer. Neither Seller nor any of its employees or agents are authorized to incur any obligations or make any promises or representations on Buyer's behalf.

14. Force Majeure. Buyer shall not be responsible for default hereunder where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, labor disturbance, operation of statutes, laws, rules or rulings of any court or government, the imposition of embargos, economic sanctions, or other restrictive trade measures, or any other cause beyond Buyer's control.

15. Survival. The provisions of sections 1, 6, 7, 8, 9, 10, 11, 15 and 16, and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of this Contract for any reason.

16. Buyer's Remedies Cumulative. Buyer's remedies specified herein are cumulative and not exclusive of any other remedies available to Buyer.

Version 7-2018