



MID WEST FABRICATING CO.

Amanda, Ohio

TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE / AMENDMENTS:

This purchase order ("Order") constitutes an offer by Mid West Fabricating Company ("Buyer") to purchase from Seller the goods and/or services referenced in this Order (collectively, the "Goods") exclusively under these terms and conditions. Acceptance of this Order is expressly limited to these terms and conditions ("the Terms"). No amendment, modification or waiver of any of these Terms will be effective against Buyer except as set forth in writing signed by Buyer's authorized representative. This Order does not constitute acceptance of any offer or proposal made by Seller and Seller acknowledges that: (i) a request for quotation or similar document issued by Buyer is not an offer by Buyer; and (ii) any response by Seller to a request for quotation or similar document issued by Buyer is not an offer by Seller. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise are unacceptable to Buyer, are expressly rejected by Buyer and will not become a part of this Order. All specifications, drawings and other data referred to in this Order or submitted by Seller to Buyer prior to the date of this Order concerning Goods or services are hereby made a part of the Order as if fully set forth herein. This Order will be deemed accepted by Seller and will constitute the entire agreement between the parties with respect to the subject matter hereof upon any of the following: (a) Seller's acknowledgement of the Order; (b) Seller's commencement of work or performance; (c) Seller's acceptance of any payment under this Order; or (d) Seller's failure to deliver written notice of rejection to Buyer within ten (10) days of receipt of this Order.

2. CHANGES:

Buyer reserves the right at any time prior to the delivery date of this Order by written notice to Seller to make change(s) to the drawings, designs or specifications of the Goods or services ordered, the method of packing and shipping, the time, place or method of delivery, the quantity of Goods or services ordered or the work covered hereby. Seller will promptly make any such change(s). If any such change(s) affect Seller's cost and/or delivery schedule, Seller will notify Buyer immediately, and, in the case of an increase in Seller's cost, within five (5) days of such notice Seller will submit a detailed cost break-down comparing original requirements and costs to the changed requirements and costs. The parties will discuss an equitable adjustment in Order price, delivery schedule or both; however, no adjustment will be binding on Buyer unless evidenced by an Order, change notice or revision to this Order signed by an authorized representative of Buyer's purchasing staff. Nothing in this clause will excuse Seller from promptly implementing the change made by Buyer even if Buyer and Seller have not agreed on an equitable adjustment as detailed above. Seller will not make any change to the Goods, services or its process except as Buyer instructs in writing or with Buyer's written approval. If Seller learns of a potential change to the Goods, services or its process that may reduce costs, improve quality, or otherwise be beneficial to Buyer, Seller will inform Buyer of the potential change.

3. PACKING / MARKING AND SHIPPING / PACKING SLIPS:

Seller will pack, mark and ship all Goods in accordance with the requirements of this Order and good commercial practices, and in a manner which will permit the securing of the best transportation rates. Damage to any article resulting from improper packaging will be charged to the Seller. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage or transportation thereof, unless stated in this Order. Packing slips must accompany all shipments. Where a Certificate of Conformance for product or raw material testing results are required, this documentation must also accompany the shipment or be sent to Buyer ahead of time for review/approval. The Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. The Buyer's Order number and Seller's packing slip number, description and count must appear on all invoices, packages, and bills of lading.

4. QUANTITY/ DURATION / DELIVERY:

Unless the Order expressly requires the Seller to manufacture, ship, deliver or provide a specified quantity of Goods or services, the Order is a requirements contract requiring Buyer to purchase, and Seller to supply, Buyer's requirements of Goods or services at the price(s) stated on the face of the Order. From time to time, Buyer will issue to Seller release forecasts of its anticipated Goods/service requirements. The parties acknowledge that any forecast is an estimate only and is subject to change at any time. Seller will not manufacture Goods, provide services or procure raw materials in excess of that required to fill Buyer's firm releases. Buyer commits to a maximum lead time of eight (8) weeks for raw materials or components necessary for the supply of Goods. However, under no circumstances will Buyer be obligated to purchase Seller's unused raw material or work-in-process inventory or a quantity of finished goods that exceeds Buyer's firm releases and Seller acknowledges the risk of procuring raw materials and manufacturing Goods beyond Buyer's firm releases.

The Order will be effective on the date specified in the Order, or if no date is specified, when issued to Buyer. Unless terminated earlier in accordance with the terms of the Order, the Order will expire and terminate on the date specified on the Order. If no date is specified on the face of the Order, subject to Buyer's termination rights, the Order is binding on the parties for the length of the applicable Original Equipment Manufacturer ("OEM") vehicle program production life (including model refreshes as determined by the applicable OEM customer) and for the period of time that Buyer requires supply of service parts / services pursuant to Section 21 below. Both Buyer and Seller acknowledge the risk of the vehicle program production life being cancelled or extended by the OEM.

If the Goods/services are not used in the production of automotive parts or systems, the term of the Order will be for one year from the date the Order is transmitted to Seller. In that event, and still subject to Buyer's termination rights, the Order will automatically renew for successive one-year periods after the initial term unless Seller provides written notice at least 180 days prior to the end of the current term of its desire that the Order not be renewed. However, if an Order includes an expiration date, the term of the Order will continue until that date. Unless specifically waived in writing by an authorized representative of Buyer, Seller's obligations with respect to supply of service and replacement parts will survive the termination or expiration of the Order.

Unless otherwise expressly stated in this Order, all Goods will be delivered by Seller FOB Origin in which case all transportation charges (including terminal switching charges) will be at Buyer's expense. Seller will deliver in strict conformance with the delivery date(s), times, quantities and delivery locations specified in this Order or, if delivery date(s), times, quantities or location are not specified, then only as authorized in shipment releases issued by Buyer to Seller. Time and quantities are of the essence under the Order and Seller agrees to 100% on-time delivery of the quantities and at the times and locations specified by the

Buyer. Excess quantity can be refused at the dock or upon arrival or can be returned at Seller's expense within sixty (60) days. Incomplete deliveries will be assumed as back order and remaining balance can only be cancelled by receiving authorization from Buyer in writing. Seller is responsible for all delivery costs associated with incomplete deliveries to Buyer. Buyer will have the right to reject any Goods or services which are tendered by Seller in advance of the date scheduled for delivery, to accept early delivery of Goods or services and defer payment until after the scheduled delivery date or to accept early delivery of Goods and place such Goods in storage at Seller's expense until the scheduled delivery date. If delivery by lots is specified, the designated quantity within each lot and the number of lots to be delivered will not deviate from the Order schedule unless written authorization is received by Seller from an authorized representative of Buyer's purchasing staff. If Seller's delivery of the purchased Goods or services is not made in strict conformance of the quantities and at the times specified herein, Buyer reserves the right without liability and in addition to any other rights and remedies, to cancel this Order and to procure substitute goods or services and charge Seller with any loss incurred including lost profits and special damages.

5. FORCE MAJEURE:

Neither party will be liable for delays or defaults due to causes beyond its control and without its fault or negligence, including, but not limited to, due to acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restrictions, orders and regulations, labor disturbances, epidemics, quarantine, fire, flood, earthquake and explosion. However, if Seller's performance is affected or Seller has reason to believe that its performance will be affected due to such cause, Seller must immediately deliver to Buyer written notice setting forth the cause of the actual/anticipated delay. If Seller's delay or default is caused by a delay or default of a subcontractor or supplier, such delay or default will be excused only if it arose out of causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the Goods or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. The change in cost or availability of materials, components or services, supplier actions, labor disruptions or contract disputes will not excuse Seller's performance, and Seller assumes these risks. If any act or event described in this Section 5 prevents or will prevent Seller from performing its obligations under the Order, Buyer will have the right, without obligation or liability to Seller, to purchase substitute goods or services from another supplier until Seller is able to resume performance of its obligations hereunder. Under such circumstances Seller will reimburse Buyer for any premium reasonably and verifiably paid by Buyer for such goods or services.

6. INCOMING INSPECTION / REJECTION / REVOCATION:

Payment for any Goods or services under this Order will not constitute acceptance thereof and Buyer reserves the right to inspect all Goods and services purchased hereunder at Buyer's discretion and to reject nonconforming Goods or services or revoke acceptance of non-conforming Goods or services. At Buyer's option, at Seller's risk and expense and without waiving any other remedy Buyer is entitled to under the Order or law, Buyer may return non-conforming Goods to Seller, require Seller to grant a full refund or credit to Buyer for non-conforming Goods or services, hold nonconforming Goods for disposition by Seller or rework nonconforming Goods and services to detect and correct nonconformities. In the event of multiple nonconforming Goods or services, Seller will, within forty-eight (48) hours from notice thereof by Buyer, submit a written corrective action report to Buyer consistent with Section P of Buyer's Supplier Quality Assurance Manual . Corrective action requests must be answered in a timely manner. Buyer requires an initial response within twenty-four (24) hours of notification. Completion and verification of corrective actions is required within thirty (30) days of the issue date, unless the defect passed through Buyer's processing and made it to Buyer's end customer. At that time, the due date for corrective actions will be based on Buyer's end customer. Buyer will not be liable for failure to accept any part of the Goods or services purchased hereunder if such failure is the result of any cause beyond the control of Buyer including without limitation, fires, floods, acts of God, strikes, differences with employees, casualties, delays in

transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Buyer's facilities for any cause.

7. QUALITY SYSTEMS:

Seller agrees to work within the confines of the ISO 9001:2015 / IATF 16949 Quality Management System as it pertains to general requirements of the Good's quality, engineering specifications, control of records, record retention, process efficiency, customer focus, planning, quality objectives, competent employee training, proper infrastructure, product realization, customer-related processes, statutory and regulatory conformity, Supplier's quality management system development, Supplier's sub-supplier quality management system development, customer approved sourcing, verification of purchase product, incoming product conformity to requirements, supplier monitoring system, control plans, work instructions, preventive and predictive maintenance, management of production tooling, production scheduling, identification and traceability, Buyer owned production tooling/property, measurement system analysis, calibration and verification recording, laboratory requirements, Buyer's satisfaction, control of non-conforming Goods or services and continual improvement, corrective, and preventative actions. Seller will perform supplier quality management system development with the goal of supplier conformity to ISO 9001:2015 / IATF 16949. Seller will be evaluated based, in part, on product conformity, customer disruptions, field returns, delivery schedule performance, instances of premium freight, special status customer notifications related to quality or delivery issues, and status of 3rd party quality system registrations (IATF 16949 registration preferred, ISO 9001 registrations with a plan for future IATF conformance is acceptable, anything less will need to be reviewed by Buyer more regularly).

8. SELLER'S WARRANTIES:

A. Warranty. Seller warrants that all Goods and services provided hereunder will (i) conform to all instructions, specifications, drawings, data, descriptions, samples and models that are furnished by Buyer or otherwise a part of this Order (unless otherwise specified in writing by Buyer), (ii) be merchantable, free from all defects in materials, design (to the extent designed by Seller) and workmanship and (iii) will be fit for the purposes intended by Buyer. Seller agrees that these warranties will survive acceptance of the Goods and services. Seller further warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner, and will be free from all faults and defects. All warranties stated in this Section 8 extend to future performance of the Goods and services and are not modified, waived or discharged by delivery, inspection, tests, acceptance or payment by Buyer. Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties. All warranties stated in this Section 8 are also extended to, and will inure to the benefit of, Buyer and Buyer's affiliates, subsidiaries, successors, assigns and direct and indirect customers to whom the Goods and services provided hereunder may be sold or transferred (jointly and severally "Buyer Entities"). In the event of breach of warranty, Buyer will be entitled to all rights and remedies available at law, including but not limited to credit, replacement or repair of defective Goods or services at Buyer's option, costs of removal of the Goods from any component, assembly or system into which the Goods may have been incorporated, and reinstallation of non-defective Goods, and cost of return of the Goods. Seller will also reimburse Buyer for any incidental, direct and consequential damages caused by such nonconforming Goods or services including, but not limited to costs, expenses and losses incurred by Buyer: (a) in inspecting, sorting, repairing or replacing such Goods or services; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions and (d) claims for personal injury or property damage. Seller's obligations pursuant to this Section 8 will survive the completion of performance and the expiration, cancellation or termination of this Order.

B. Warranty Period. The warranties stated in Section 8(A) will last the longest of: four years from the date Buyer accepts the Goods or services; the warranty period provided by applicable law; or the warranty

period offered by Buyer or Buyer's customer to end-users for the products into which the Goods or services are incorporated.

9. BUYER'S PROPERTY:

Unless otherwise expressly provided in this Order, all Special Property, and all tangible and intangible property furnished to Seller by Buyer, or based on or derived from Buyer's confidential or otherwise proprietary information, or produced or purchased by Seller at Buyer's expense, or used by Seller in its performance hereunder, and any replacement thereof, is and will remain the exclusive property of Buyer. For purposes of this Order, "Special Property" includes without limitation, dies, fixtures, molds, patterns, gauges, test equipment, information or similar items used in Seller's performance of this Order that are especially acquired for Seller's performance hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the Goods or the rendering of the services referenced in this Order. Absent express agreement to the contrary, the amounts charged by Seller pursuant to this Order will include payment for all Special Property. Hereinafter Special Property and all property furnished to Seller by Buyer are collectively referred to as "Buyer's Property." Seller will not sell, encumber, transfer, assign, dispose of or modify Buyer's Property and will not use Buyer's Property for any purpose other than in the performance of this Order without Buyer's prior written consent. Seller hereby waives all statutory and equitable liens and claims and agrees that none will be filed or maintained against Buyer's premises, Property or the Goods and will cause all of its subcontractors, material men and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in a form satisfactory to Buyer. At all times while Buyer's Property is in Seller's custody or control, Buyer's Property will be held at Seller's risk and fully insured at Seller's expense at replacement cost with loss payable to Buyer. Upon request by Buyer, Seller will provide Buyer current certificate of insurance. Seller will provide routine maintenance and, if necessary, refurbish or replace Buyer's Property at Seller's expense. Seller agrees that Buyer's Property will remain personal and will not become a fixture attached to realty. Seller will allow Buyer's representative to inspect Buyer's Property upon Seller's premises at any time upon reasonable notice. Seller hereby authorizes Buyer to file a form UCC-1 financing statement or its equivalent to enable Buyer to make its ownership rights in Buyer's Property of public record. Supplier will store "Buyer's Property" for a reasonable time at no cost to Buyer. At any time upon the request of Buyer and in accordance with Buyer's instructions, Seller will prepare for shipment, package and deliver Buyer's Property in good condition and at Seller's cost FOB Seller's business location.

10. INSURANCE:

Seller represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Seller has insurance coverage in the following minimum amounts: Workers Compensation - Statutory limits for the state(s) in which the work will be performed; General/Products Liability - \$1,000,000 per occurrence/\$2,000,000 in the aggregate; and Automobile Public Liability - \$1,000,000 (per any one accident). Said certificates of insurance will set forth the amount of coverage, the number of the policy and the date of expiration. Upon Buyer's request, Seller will name Buyer or the Buyer Entities as an additional insured on its policies. If Seller is a self-insurer for workers compensation purposes, Seller will provide Buyer with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by Seller with the insurance requirements stated in this Section 10 will not in any way affect Seller's duty to indemnify Buyer under Section 11 herein. If this Order includes a sale of goods manufactured in whole or in part to Seller's designs or specifications, Seller agrees to provide Buyer, upon request, with a current certificate of product liability insurance and a supplier's endorsement naming Buyer as an additional insured on Seller's policy.

11. INDEMNIFICATION:

Seller agrees to indemnify, defend and hold Buyer Entities harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogation, costs and expenses including court costs and actual attorney's fees, incurred by Buyer Entities arising from or relating to Goods delivered or to services or labor performed pursuant to this Order, or breach of any of Seller's representations, warranties or of any other obligations under this Order (hereinafter collectively referred to as "Claims") including Claims which are made by any third party including employees, workers, servants or agents of Seller or its subcontractors. Seller further agrees upon receipt of notification, to promptly assume full responsibility for the defense of any and all Claims which may be brought against the Buyer Entities, and in such event, Seller will not consummate any settlement without Buyer's prior written consent.

If Seller performs any work on the premises of any Buyer Entity or utilizes any of the Buyer's Property, whether on or off the premises of any Buyer Entity, Seller will indemnify and hold harmless Buyer Entities from and against any liabilities, claims, demands or expenses (including court costs and actual attorney's fees) for damages to the property or for injuries (including death) to any person, including without limitation any employees of Buyer Entities, or any other person arising from or in connection with Seller's performance of work or use of Buyer's property. In the event "Buyer's Property", as defined in Section 9 hereof, is used by Seller in the performance of this Order, Buyer's Property will be considered to be in the full custody and control of Seller during the period of use by Seller. Seller's obligations pursuant to this Section 11 will survive the completion of performance and the expiration, cancellation or termination of this Order.

12. ACCESS TO FACILITIES / AUDIT / INSPECTION:

If this Order (a) includes specifications, or (b) is for the procurement of either (i) Goods to be incorporated into Buyer's products or (ii) services to be used in the production of Buyer's products, then Seller's (and Seller's sub-tier suppliers who provide goods or services) plant, and records pertinent to this or any related order (to the extent consistent with applicable laws and regulations) will at all practical times be subject to review, inspection and audit by Buyer, its authorized representative and any authorized representative of Buyer's customer to the extent necessary to verify compliance with Buyer's specifications or to enable Buyer to comply with its obligations to its customer(s).

13. BUYER'S REMEDIES / LIMITATION ON LIABILITY:

Buyer's remedies described herein will be cumulative and in addition to any remedies allowed by law or in equity.

IN NO EVENT, AND REGARDLESS OF THE NATURE OF THE CLAIM OR LEGAL THEORY ASSERTED BY SELLER, WILL BUYER BE LIABLE FOR PAYMENTS OWED TO SELLER'S SUBCONTRACTORS OR FOR LOSS OF ANTICIPATED PROFITS (WHETHER CONSTRUED AS A CONSEQUENTIAL DAMAGE OR OTHERWISE), INDIRECT, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES, UNABSORBED OVERHEAD, INTEREST, PRODUCT DEVELOPMENT OR ENGINEERING COSTS, FACILITIES AND EQUIPMENT COSTS OR RENTAL, UNRECOVERED DEPRECIATION COSTS, OR GENERAL AND ADMINISTRATIVE BURDEN CHARGES.

Any and all proceeding(s) brought by Seller for breach of the Order or asserting any other right against Buyer arising from or in connection with the Order cannot be filed nor maintained by Seller unless it is commenced within one year after the cause of action has accrued.

14. CONFIDENTIAL INFORMATION / PROPRIETARY RIGHTS:

A. The following will be considered Buyer's Confidential Information: (i) any written specifications for the Goods and services and the processing of the Goods that are covered by this Order; (ii) any other business or technical information relating to the Goods or services provided under this Order, including without limitation, trade secrets, drawings, plans, designs, specifications, manufacturing, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data, electronic data, information technology and business plans and (iii) the Terms of this Order. However, "Confidential Information" will not include any information that Seller can establish by written documentation was (i) in the public domain at the time of disclosure or thereafter through no fault of Seller, (ii) independently developed by Seller without use of or reference to any of Buyer's Confidential Information, or (iii) obtained by Seller without restriction from a third party. Seller agrees to safeguard all Confidential Information disclosed to Seller by or on behalf of Buyer (whether such information is owned by Buyer or by any other entity with whom Buyer is doing business) by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties. Seller agrees to cause its employees, "contractors" (including sub suppliers), officers, directors, agents and representatives to be bound by and comply with the foregoing restrictions regarding the use or disclosure of such confidential and proprietary information. Seller further agrees not to assert any claims with respect to any technical information which Seller disclosed or may hereafter disclose to Buyer in connection with the Goods or services.

B. Buyer remains the owner of Confidential Information and any drawings, models, patterns, tools, dies, jigs, specifications (including specifications of delivery or process), or other documents (collectively, "Intellectual Property") that (i) Buyer provides to Seller, (ii) Seller develops while performing, or preparing to perform, this Order or that (iii) Buyer agrees to reimburse or pay Seller for. Seller does not acquire any rights to such Intellectual Property. Without Buyer's written consent, such Intellectual Property may not be used for the Seller's own purposes or for any other purpose or made available to third parties and may be used only for the purpose of the delivery of Goods to, or performance of services for, Buyer.

Seller will promptly return to Buyer, and discontinue all use of, Buyer's Confidential Information and Intellectual Property upon expiration, cancellation or termination of this Order or at Buyer's written request. Seller will not disclose to Buyer or use in the course and scope of Seller's performance hereunder any information of other entities that Seller does not have a lawful right to use or disclose. Seller will limit access to Buyer's Confidential Information and Intellectual Property to only those employees of Seller having a need to know such information, and all such employees of Seller having access to Intellectual Property will be made aware of and agree in writing to the obligations under this Section 14. Any invention or development or copyrightable subject matter conceived, first reduced to writing, first reduced to practice or made by Seller, either solely or with others, in the course of Seller's performance under this Order is hereby assigned to Buyer. All such copyrightable subject matter will be a work made for hire. Seller will disclose such inventions, developments or copyrightable subject matter promptly to Buyer and will cooperate with Buyer during and after the term of this Order in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by Buyer. Seller agrees that Buyer's payments pursuant to the terms of this Order are full and complete compensation for all obligations assumed by Seller hereunder, and the assignment of inventions or developments or copyrightable subject matter does not entitle Seller to any additional compensation. The obligations of this Section 14 will survive the completion of performance and the expiration, cancellation or termination of this Order.

15. INDEMNITY FOR INFRINGEMENT:

Seller agrees upon receipt of notification, to promptly assume full responsibility for defending any claim, suit, action, or proceeding which may be brought against any of the Buyer Entities which alleges that any Goods or services provided by Seller pursuant to this Order infringe any patent, trademark, copyright, trade

secret or other proprietary right owned by a third party. Seller further agrees to indemnify Buyer against any and all expenses, losses, royalties, lost profits and damages, including court cost and actual attorney's fees, resulting from such claim, suit, action or proceeding, including any settlement, decree or judgment entered therein. Buyer may at its option, be represented and actively participate through its own counsel in any such claim, suit or proceeding, including any settlement, decree or judgment entered therein. Seller's obligations pursuant to this Section 15 will survive the completion of performance and the expiration, cancellation or termination of this Order. Notwithstanding the foregoing, Seller will have no obligation to defend or indemnify Buyer with respect to any claim which arose out of Seller's full and exact compliance with designs furnished entirely by Buyer.

16. TERMINATION

A. Termination for convenience. In addition to any other rights, Buyer reserves the right to terminate Seller's performance and this Order in whole or in part at any time without cause and for any reason by giving written notice of termination.

B. Termination for cause: Buyer may immediately terminate all or any part of this Order without any liability to Seller in the event of any Default by Seller.

“Default” means: (1) Seller's repudiation, breach, or threatened breach of any of the terms of any Order, including any of Seller's warranties or delivery obligations (e.g., Buyer may terminate any or all of its Purchase Orders with Seller if Seller breaches any one of its Purchase Orders with Buyer) and failure to cure such breach within 30 days of receiving written notice from Buyer; or (2) Seller's failure to provide Buyer with adequate assurance of Seller's ability to perform timely any of Seller's obligations under a Purchase Order or Release within 30 days after receipt of written notice from Buyer; provided Seller continuously and expeditiously works to cure such breach from and after the date of such breach, provided Seller continuously and expeditiously works to cure such breach from and after the date of such notice. If, after termination for cause, it is determined that Seller was not in Default, the rights and obligations of the parties will be the same as if the termination were for convenience under Section 16(A).

In the event of Default, Buyer may, at its sole discretion:

- (i) waive all or any part of the Default;
- (ii) agree in writing to any modification of the Purchase Order;
- (iii) terminate the Purchase Order for cause in whole or in part;
- (iv) purchase goods in substitution for those to be supplied by Seller under the Purchase Order and charge Seller for any excess costs resulting from that purchase; and
- (v) exercise any other legal or equitable rights or remedies it has.

C. Termination due to customer termination: If Buyer's customer terminates all or any part of this Order with Buyer for any reason, Buyer may terminate all or any part of a Purchase Order by giving written notice to Seller. A notice period of 30 days or of any other length is not required—the termination may be immediate.

D. Seller may not terminate the Purchase Order.

17. TERMINATION CLAIMS AND OBLIGATIONS:

A. Once it receives notice of termination, Seller, unless otherwise directed in writing by Buyer, must (A) immediately terminate all work under the Order or Release; (B) transfer title and deliver to Buyer the usable and merchantable finished Goods, work in process, and raw materials and components that Seller

produced or acquired in accordance with firm Release amounts under the Purchase Order and that Seller cannot use in producing Goods for itself or for others; (C) settle all claims by subcontractors approved by Buyer on the face of an or in a signed writing, if any, for reasonable actual costs that are rendered unrecoverable by such termination; (D) take actions reasonably necessary to protect all property in Seller's possession in which Buyer has an interest; and (E) solely if the termination is for breach by Seller, at Buyer's request, cooperate with Buyer in resourcing the Goods covered by the Purchase Order to an alternative Seller designated by Buyer.

B. If the termination is for convenience, Seller will promptly advise Buyer of any items acquired in anticipation of completion of its performance and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding the disposition of such items. Seller will submit all claims resulting from such termination within sixty (60) days of its receipt of such notice. Buyer will have the right to inspect Seller's records, facilities, work and materials relating to its performance or anticipated performance of the Order for the purpose of establishing the value of Seller's claims upon reasonable advance notice. In the event of termination under this Section 16, Buyer will pay Seller, without duplication, a) the purchase order price for finished work accepted by Buyer, and b) the actual and reasonable costs of work-in-process and raw materials incurred by Seller, as permitted under Section 4, less, the sum of (i) the market value or cost (whichever is higher) of any items used or disposed of by Seller without Buyer's consent; (ii) the agreed value of any items used or disposed of by Seller with the Buyer's consent; and (iii) the cost of any defective or destroyed materials. Buyer will make no payments for finished work, raw material or other items fabricated or procured by Seller in excess of the lesser of (i) that specifically ordered; (ii) that for which Buyer has issued firm shipment releases as of the date that Buyer's notice of termination is issued; or (iii) ten days supply. Notwithstanding the foregoing, payments under this Section 17 will not exceed the total of all payments expressly required under these Terms minus those actually made.

C. Except as stated in this Section 17, Buyer is not be liable for and is not required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any alleged losses or costs, including loss of anticipated profit, unabsorbed overhead, interest on claims, product-development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, ancillary exit charges (including costs of riggers, warehousing, premium manufacturing costs, loading of trucks, or other standard business procedures related to transitioning production to an alternative Seller), obsolescence costs, or general and administrative burden charges resulting from termination of the Purchase Order or otherwise. Notwithstanding anything to the contrary, Buyer's obligation to Seller upon termination will not exceed the obligation Buyer would have had to Seller in the absence of termination.

18. SELLER MAY NOT STOP DELIVERIES:

Subject to Buyer's duty to timely pay Seller, and Buyer's duty to mitigate its damages, under no other circumstances may Seller cease deliveries to Buyer that are required by the Order. Seller acknowledges that its failure to deliver as required by the Purchase Order will cause irreparable harm to Buyer, and that if it does stop deliveries, preliminary and permanent injunctive relief should be granted in Buyer's favor, compelling Seller to resume and continue deliveries as required by the Purchase Order.

19. CANCELLATION:

Buyer may cancel this Order and Seller's performance hereunder without incurring liability to Seller immediately upon: (i) Seller's insolvency; (ii) filing of a voluntary petition in bankruptcy by Seller; (iii) filing of an involuntary petition in bankruptcy against Seller; (iv) appointment of a receiver or trustee for Seller; (v) execution or assignment for the benefit of creditors by Seller; or (vi) any event comparable to (i) – (v). Seller is not entitled to any further payments by Buyer.

20. PRICE / PAYMENT TERMS:

Unless otherwise stated, the purchase price: (i) is a firm fixed price for the duration of the Order and not subject to increase for any reason, including increased raw material costs, increased labor or other manufacturing costs, currency fluctuation, increased development costs, application of, or increases in costs due to, duties or tariffs or changes in volumes or program length from those estimated or expected; (ii) is inclusive of all federal, state, provincial, and local taxes and any duties and tariffs applicable to provision of the Goods and services; and (iii) is inclusive of all storage, handling, packaging and all other expenses and charges of Seller.

Unless stated otherwise of the face of the Order, payment terms for production goods will be net thirty (30) days from receipt.

Tooling payment terms must be approved by Buyer and stated on the Order. Payment in whole or partial may be withheld should such tooling not conform to Buyer's specifications.

21. SERVICE AND REPLACEMENT PARTS:

For at least the 15-year period after Buyer completes current model purchases, Seller will sell Goods and services to meet Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price during the first two (2) years of this period will be those in effect at the conclusion of current model purchases. For an additional thirteen (13) years, or so long as Buyer's customer requires service parts or services, whichever is longer, (or a different period if agreed in writing by both parties), the Seller will sell Goods and services to Buyer in order to fulfill Buyer's past model service and replacement parts requirements, at prices equal to the most recent production prices under the agreement adjusted to take into account actual, documented differences in the cost of materials, packaging, and costs of production after all of Buyer's current model purchases have been completed, as mutually and reasonably agreed by the parties. If the Goods or services are systems or modules, Seller will sell each component, part or service at a price that does not, collectively, exceed the system or module price specified in the agreement, less assembly costs, plus any actual cost differential for packaging.

22. COMPLIANCE WITH LAWS, EXECUTIVE ORDERS, AND REGULATIONS:

Seller warrants that the Goods and services supplied hereunder will have been produced or provided in compliance with, and Seller will comply with, all applicable laws, orders, rules, regulations, ordinances and conventions, including without limitation, all applicable Federal Acquisition Regulations (FAR) and provisions of the Defense FAR Supplement (DFARS) and those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety motor vehicle safety, and environmental matters. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any loss, cost, damage, expense or liability claim (including actual attorney's fees and other costs of defense) arising from or relating to Seller's violation of this clause. Seller and its subcontractors will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

23. ASSIGNMENT AND SUBCONTRACTING:

The obligations of Seller under this Order may not be assigned or subcontracted in whole or in part nor may any assignment of any money due or to become due hereunder be made by Seller without the prior written consent of Buyer and any prohibited assignment will be null and void for all purposes.

24. INDEPENDENT CONTRACTING PARTIES:

The relationship between Buyer and Seller will be that of independent contracting parties. Nothing contained in this Agreement will be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other party's activities related to this Agreement. Seller will not in any manner represent that it or its employees or agents are employees or agents of Buyer, and nothing contained in this Agreement will be construed as authorizing Seller to create or assume any obligation or liability in the name of Buyer or subject Buyer to any obligation or liability. This Agreement will not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind. Nothing herein will be construed as providing for the sharing of profit or losses arising out of the efforts of either or both parties.

25. GOVERNING LAW / JURISDICTION:

This Order will be governed and construed in accordance with the laws of the State of Ohio without regard to provisions concerning conflict of laws. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded. Seller irrevocably submits to the jurisdiction either the federal court of the Southern District of Ohio or the Fairfield County Court over any action or proceeding arising out of or relating to this agreement or the Goods and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Seller further agrees that venue for any such action shall lie exclusively with courts sitting in the Southern District of Ohio or Fairfield County, Ohio, unless Seller agrees to the contrary in writing.

26. WAIVER / SEVERABILITY:

Buyer's failure to insist upon the performance of any term or condition of this Order or to exercise any right hereunder on one or more occasions will not constitute a waiver or relinquishment of Buyer's right to demand future performance of such term or condition or to exercise such right in the future. If any term or portion of this Order is held to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term or portion will be deemed reformed or deleted as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this contract will remain in full force and effect.

27. CYBER-SECURITY AND INFORMATION PROTECTION:

A. Seller shall, at its expense, implement and maintain appropriate technical and organizational measures and other protections for the proper security of all information, documents and any other materials received from Buyer or Buyer's customer(s) (collectively referred to this Section 25 Buyer's information), including, without limitation, by not loading Buyer's information on (i) any laptop computers or portable electronic device, or (ii) any portable storage media that can be removed from Seller's premises, unless in each case Buyer's information has been encrypted. Such measures and other protections include the prevention of password theft or loss or unauthorized access to or use of any Buyer's information and Seller shall notify Buyer promptly of any password theft or loss or unauthorized access or use of any of Buyer's information. Furthermore, such measures and other protections include the implementation and enforcement of physical security measures at Seller's own premises with respect to its access and

maintenance of Buyer's information that (i) are at least equal to industry standards for such types of premises, and (ii) provide industry standard technical and organizational measures and other protections against accidental or unlawful, theft, loss, or alteration of, or unauthorized disclosure or access to such information.

B. Buyer's information systems shall not contain any virus, malware, Trojan horse, worm, time bomb or other computer programming routine, device or code that could reasonably be anticipated to damage, delete, destroy, replicate, lock, disable, detrimentally interfere with, surreptitiously intercept or expropriate any system. Seller shall implement all required measures and other protections to ensure that its information systems do not contain any of the foregoing, including any backdoor or other computer programming routine, device or code that could adversely affect the security or confidentiality of Seller's or Buyer's systems or Buyer's information whether stored at or Buyer or Seller.

C. Seller shall take all reasonable measures to secure and defend its physical premises, information systems and equipment against "hackers" and others who may seek, without authorization, to modify or access Seller's or Buyer's systems or the information found therein and shall periodically test its information systems for potential areas where security could be breached.

D. Seller shall indemnify and hold Buyer and Buyer's customer(s), and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury and property damages, lost profits, production interruption costs, inspection, handling and reworking charges, professional and other actual legal fees, and other costs associated with Buyer's administrative time, labor and materials) arising from or as a result of Seller's or its subcontractors' or suppliers' business or information systems relating to any cyber-security incident.

E. Buyer shall have the right, either directly or through a reputable third party engaged by Buyer at its own expense, to visit Seller's premises once per calendar year in order to review, audit and conduct a risk assessment of Seller's business operations related to the Goods or services Seller supplies Buyer and any other premises in which Buyer's information is housed, including regarding technical infrastructure, information or data systems interaction, organization, quality, quality control, personnel engaged in providing Goods or services, and validation of Seller's current or ongoing internal controls to ensure proper technical and organizational measures and other protections are in place for the proper security of all Buyer's information. Such audit, risk assessment and review will be comprised primarily of a walk-through of Seller's premises and such other checks reasonably required to confirm compliance with the terms of this Order, subject to Buyer's additional written requirements to Seller regarding the scope of Buyer's access to Seller's premises. Such audit, review or risk assessment shall occur at a reasonable time during normal business hours and shall not unreasonably interfere with Seller's or its operations.

F. Any cyber-security event or incident or information system disruption at Seller (a "cyber-security incident") will not excuse Seller's performance pursuant to Section 5 above.

G. In the event of a cyber-security incident that causes any actual or potential breach by Seller of this Order, including, without limitation, any delay in supplying the Goods or services or access by Seller or Buyer to Buyer's information, Seller shall inform Buyer by telephone call of such cyber-security incident, as soon as reasonably possible but in any event within twenty-four (24) hours of Seller discovering such cyber-security incident. Seller shall (i) provide Buyer with a summary of known information about such cyber-security incident, (ii) implement required remedial measures to remedy the effects of such cyber-security incident, (iii) provide the specific information about the cyber-security incident requested by Buyer, and (iv) within five (5) days of completion of Seller's investigation of the cyber-security incident,

provide a report to Buyer, including a description of the incident, the causes of such events leading to the cyber-security incident, how Seller has mitigated against future events of a similar kind, the timeline of the incident, the suspected perpetrators of the cyber-security incident, what Buyer information or access to such information may have been affected by such incident, and any financial impact to Buyer related to such incident.

28. ENTIRE AGREEMENT:

The Order and these Terms constitute the entire understanding and agreement of the parties in connection with the subject matter of this agreement and Seller's supply of Goods and services to Buyer. The Order and Terms supersede and constitute a merger of all prior and contemporaneous proposals, negotiations, representations, understandings, commitments, and agreements, whether oral or written, with regard to the subject matter and provisions of this agreement. The agreement may only be modified in 1) a writing that is signed by both Buyer and Seller or 2) in an Order issued by Buyer.

November 2022