



General Terms and Conditions of Purchase

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1. The Contract

1.1 Offer and Acceptance

Each purchase order or revision thereof ("Purchase Order") Exo-s Inc. or one of its affiliates or subsidiaries ("Buyer") issues to the supplier identified in the Purchase Order ("Supplier") is Buyer's offer to purchase the goods ("Goods") and/or the services ("Services") described in the Purchase Order. Supplier will be deemed to have accepted a Purchase Order as issued upon the first to occur of the following: (a) Supplier commencing performance under the Purchase Order; (b) Supplier notifying Buyer of its acceptance of the Purchase Order; (c) other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Goods and/or Services; or (d) Supplier's failure to object in writing to the Purchase Order within five (5) days of receipt. For avoidance of doubt, a signed acceptance of the Purchase Order is not required. Upon acceptance, the Purchase Order together with these General Terms and Conditions of Purchase (these "Terms"), any supply agreements between the parties signed by Supplier and Buyer relating to the Goods and/or Services ("Supply Agreement") and any other documents issued or made available by Buyer including individual releases issued by Buyer, specifications, drawings, or requirements of Buyer's direct or indirect customer ("Customer"), supplier manuals or other policies of Buyer, or any quality requirements, will become a binding contract between Buyer and Supplier (collectively, the "Contract"). Any terms or conditions that are different or in addition to the terms and conditions of the Contract, including any terms and conditions proposed by Supplier (whether in Supplier's proposal, quotation, Purchase Order acknowledgment, invoices, or otherwise) are expressly rejected by Buyer, are not part of the Contract, do not apply to the sale of the Goods or Services, and are not binding on Buyer without the express prior written acceptance of such terms by Buyer's authorized officer. Any objection by Supplier to the Contract, including these Terms, is deemed waived by Supplier upon the occurrence of any of the conditions described in (a) through (d) above, absent Buyer's express written agreement to amend or otherwise modify the Contract. In the event the Purchase Order is determined by a court in a final non-appealable decision to comprise any acceptance of a prior offer by Supplier, such acceptance is strictly limited to the terms and conditions set forth in the Contract. In the event a conflict between the Supply

Agreement, Purchase Order and these Terms, the specific terms and conditions of the Supply Agreement will govern and control. In the event a conflict between the Purchase Order and these Terms, the specific terms and conditions of the Purchase Order will govern and control.

1.2 Changes

Buyer reserves the right at any time to proceed with a change including changes to: (a) specifications, drawings, blueprints and data; (b) method of packaging, packing or shipment; (c) place, date and/or time of delivery; and (d) any inspection, testing or quality control requirements, or any other changes to the applicable scope of work. Supplier agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Purchase Order unless, within ten (10) days of Buyer's issuance of such notice, Supplier notifies Buyer in writing of any impact on the price or time for delivery or performance and a detailed claim for any requested adjustment(s) thereto (together with supporting information and related documentation). If after reviewing such claim and request, Buyer determines in its sole judgment that an adjustment is warranted, the parties will discuss an equitable adjustment taking into consideration any adjustments received by Buyer from the Customer. Nothing contained in this clause shall relieve Supplier from proceeding without delay in the performance of the Contract as changed.

Supplier shall make no changes, including but not limited to any changes in manufacturing or assembly processes or procedures, specifications, designs, materials, internal or external finishes, fitments, forms or functions, location of manufacturing facilities, or personnel performing the Services, or change to the agreed lead time without Buyer's prior written consent. If Supplier proposes a change, Supplier shall notify Buyer in writing far enough ahead that Buyer has a chance to order prior to the proposed date of implementation together with all necessary information and documentation so as to permit Buyer to fully assess the proposed change. Supplier shall provide, at Supplier's sole cost, any samples and additional information, testing or other data requested by Buyer at the times and in the form requested by Buyer. In connection with and prior to implementation of any such change request approved by Buyer in writing, Buyer may condition its approval on and

otherwise require, among any other requirements demanded of Supplier, that (y) adjustments be made to the price or time for delivery of the goods or performance of the Services; and (z) Supplier, at Supplier's sole cost, prepare a safety stock of the Goods satisfactory to Buyer. No changes may be made by Supplier other than in accordance herewith.

1.3 Term

Notwithstanding anything to the contrary herein, and subject at all times to Buyer's early termination rights, the term of the Contract shall extend until the later of the following dates, which shall prevail:

- (a) the end of the production life of the applicable Customer program for which Buyer incorporates the Goods ; or
- (b) the expiration of the initial term, as automatically renewed for an additional successive period of the same duration as the initial term, unless Supplier provides written notice of its intention not to renew at least six (6) months prior to the end of the then-current term.

Supplier expressly acknowledges and assumes the risk that the Customer program production life may be shortened, extended, or cancelled, and agrees that any extension of such program production life shall automatically extend the term accordingly, on the same agreed commercial and contractual terms.

2. Goods, Services and Price

2.1 Quantity

Unless a specific unit (or similar) quantity of Goods or Services is ordered and reflected on the face of the Purchase Order, the Contract is a requirements contract under which Supplier is required to supply to Buyer, and Buyer is required to purchase from Supplier, the Buyer's requirements of the Goods or Services set forth on each Purchase Order; provided, however, if no such percentage is stated, Buyer hereby agrees to purchase from Supplier, and Supplier hereby agrees to supply to Buyer, one hundred percent (100%) of Buyer's requirements for the Goods or Services, and in each case those requirements will be reflected in unit (or similar) quantities that are specifically identified by Buyer as firm orders or releases issued or otherwise made available to Supplier. Supplier shall immediately

notify Buyer in writing if Supplier is or may be unable to deliver the Goods or perform the Services in the quantities required by Buyer. Buyer's requirements are determined by the needs of the Customer, and market, economic, or other related conditions. Buyer shall not be required to accept or make payment for the Goods delivered to or the Services performed for Buyer that are in excess of quantities specified in the Purchase Order or releases and Buyer may return over-shipments to Supplier at Supplier's expense or otherwise reject excess Services.

Should Buyer agree to a Minimum Order Quantity ("MOQ"), it is understood that such MOQ will not apply during ramp-up (from award to six (6) months after start of production) and ramp-down (last year of production) and during the period following serial production, unless otherwise agreed in writing by Buyer. Unless the Contract is for one hundred percent (100%) of Buyer's requirements for the applicable Goods or Services or it is otherwise specifically stated in the Contract, the Contract is not exclusive with respect to such Goods or Services, and Buyer may purchase similar goods and services from third parties.

2.2 Current-Model Service Requirements

During the Contract Term, Supplier will make the Goods covered by the Contract available to Buyer for Buyer's current-model service requirements at the then-current production prices under the Contract.

2.3 Past-Model Service Requirements

If a Contract remains in effect at the end of the production program in which the Goods covered by the Contract are incorporated, Supplier will also make those Goods available to Buyer for Buyer's pastmodel service requirements for a period of twenty (20) years after the end of the production program. Unless otherwise agreed in writing by Buyer, the parties agree that the current model price will be maintained for the first ten (10) years and past this delay period, both parties will negotiate in good faith the prices, quantities, and delivery terms for pastmodel service Goods. If the Goods are systems or modules or otherwise component based, Supplier shall sell each module, component or part at a price that does not, in the aggregate, exceed the complete Good price specified in the Purchase Order, less applicable assembly costs. Supplier shall make service literature and other materials available to Buyer in a form

requested by Buyer (including, electronically) upon request from time to time at Supplier's sole cost.

2.4 Price Warranties and Competitiveness

(a) Unless otherwise agreed in writing, the price shall be production price only as established in the Contract. Buyer shall not be charged for any prototype prices nor any setup or similar fees.

(b) Supplier warrants that the prices for the Goods and the Services are, and shall remain, not less favorable to Buyer than the prices currently extended to any other customer of Supplier for the same or substantially similar goods or services during the Term. Supplier shall immediately reduce the prices of the Goods and the Services accordingly without demand in the event the foregoing is breached.

(c) Supplier warrants that the prices in the Contract shall be complete and include all customs expenses, duties, tariffs, and taxes, storage, detention, handling, preparation, packaging, boxing, crating, cartage, transportation, insurance, setup, and all other known or unknown direct and indirect Supplier costs, and no surcharges, premiums or other additional charges of any type shall be added, without Buyer's prior written consent. Supplier shall not invoice Buyer for the Goods or Services at prices higher than stated in the Purchase Order. Prices are not subject to increase, and Supplier expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including but not limited to, any change in foreign exchange rate, transportation costs, raw materials costs, packaging cost, duties cost, tariff, warehousing costs, certifications, inflation, taxes, incentives, programs, subsidies, market conditions, declaration of sanitary emergencies, increases in labor, changes in circumstances and other manufacturing costs. It is further expressly agreed that no event qualifying as a Force Majeure Event under Section 19. Force Majeure shall entitle the Supplier to any price increase or adjustment.

(d) Supplier shall ensure that the Goods and the Services remain competitive, in terms of price, technology, service-level and quality, with substantially similar goods and services. If a competitor to Supplier offers goods or services substantially similar to the Goods or Services that are of better value, technology, service-level or quality, then within fifteen (15) days of Buyer's demand, Supplier shall meet or exceed such competitive offer.

Should Supplier fail to timely issue its revised offer, Buyer is authorized to revise the Purchase Order, as applicable, and Supplier shall be automatically deemed to have accepted such revised Purchase Order.

3. Delivery

3.1 Packing and Shipment

All Goods shall be suitably prepared for shipment and must be labeled, packed, routed, and shipped in accordance with Buyer's instructions and specifications as provided from time to time, and otherwise in compliance with applicable law. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Supplier will pack and ship the Goods in accordance with Buyer's instructions, including labeling and hazardous materials instructions required by law. Buyer requires that the packaging protects the Goods against damage, that it is the smallest possible, it is stackable and uses at least 80% of the volume of a regular 53' trailer. If Buyer has not provided packing or shipping instructions, Supplier will pack and ship the Goods in accordance with this section and sound commercial practices and otherwise in a manner that will ensure that the Goods are adequately protected against damage and deterioration in transit. If Supplier is required to use Buyer's returnable packaging, Supplier will be responsible for cleaning and returning the returnable packaging. If returnable packaging is not available, upon written authorization by Buyer, Supplier may use expendable packaging at its risk and expense unless Buyer agrees otherwise in writing. Supplier will promptly provide Buyer all necessary papers with each shipment as required by applicable law, and any additional papers required to communicate the (a) applicable Purchase Order or release number; (b) Buyer and Supplier part numbers; (c) number of units, boxes, pallets, and containers in the shipment; (d) Supplier's name and contact information, including phone number and email address; and (e) bill of lading number.

3.2 Delivery Schedules

TIME AND QUANTITY IS OF THE ESSENCE IN SUPPLIER'S PERFORMANCE OF THE CONTRACT. Supplier will deliver the Goods and Services in strict accordance with the Contract terms. Unless otherwise stated in the Contract, the Goods will

be delivered D.D.P. Buyer's dock (Incoterms 2020) for raw material and F.C.A. Supplier's dock (Incoterms 2020) for components. Title and risk of loss to the Goods will transfer to Buyer upon receipt of the Goods at the specified delivery location. If Supplier fails or refuses to proceed with the Purchase Order or fails to deliver the Goods or perform the Services within the delivery dates and times specified in the Contract, Buyer may, without limiting or affecting its other rights or remedies available hereunder or at law, terminate the Contract. In addition, Buyer may, without limiting or affecting its other rights or remedies available hereunder or at law, choose to direct expedited shipment and/or incur premium freight or transportation costs, and Supplier shall pay all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Buyer is not obligated to accept early or late deliveries or performances, or partial or excess deliveries or performances. Risk of loss or damage and responsibility for the storage, maintenance, insurance, and return of any rejected deliveries shall be borne solely by Supplier. Supplier shall be responsible for all other Losses (as defined below) incurred by Buyer as a result of Supplier's failure to meet the delivery dates or times, including the cost of any line shutdown and the cost of obtaining goods from an alternate source. Buyer's actions in obtaining substitute or replacement goods shall not limit the rights and remedies available hereunder or at law. Buyer may change the timing of scheduled shipments or request direct temporary suspension of scheduled shipments without entitling Supplier to a price adjustment or other compensation. No act of Buyer, including acceptance of early, late, partial or excess deliveries or performance, shall act as a waiver of Buyer's rights under this section.

3.3 Forecasts

Estimates, forecasts or projections of anticipated requirements for the Goods and Services or program lengths provided by Buyer, if any, are provided for informational purposes only and are subject to change for any variety of internal and external factors within and outside Buyer's control. Buyer makes no representation, warranty, express or implied, including, as to the accuracy or completeness of any such estimates, forecasts or projections provided by Buyer to Supplier from time to time. No such estimate, forecast or projection shall be deemed or otherwise

construed as any form of commitment of Buyer or otherwise binding on Buyer in any respect.

3.4 Work on Premises

If performance of the Services or delivery or installation of the Goods by Supplier involves operations by its or its subsidiaries, affiliates, subcontractors or suppliers, or its or their equity holders, employees, directors, officers, managers, advisors, agents or other representatives (collectively, "Representatives") at the premises of Buyer or the Customer; the Supplier shall (a) comply with the schedules established for such purposes and undertake not to interrupt or affect the operation of the site in question; (b) at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all policies in force at the premises, including, all fire prevention and safety rules and regulations; and (c) keep the premises free from accumulation of waste materials and rubbish caused by such Representatives and upon completion shall promptly remove all of Supplier's equipment and surplus materials.

4. Ingredients; Malicious Code

4.1 Disclosure

Upon Buyer's request and within seven (7) days, Supplier will furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients and materials incorporated in the Goods or utilized in connection with performance of the Services; (b) the origin, amount and quality of such ingredients and materials; and (c) information concerning any changes in or additions to such ingredients and materials. Prior to and with the shipment of the Goods or performance of the Services, Supplier agrees to furnish to Buyer sufficient advance warning and notice, in writing (including, appropriate labels on the Goods, containers and packing), of any dangerous Goods or hazardous material that is an ingredient or a part of any shipment of the Goods or utilized in connection with performance of the Services, together with such special handling instructions as may be necessary to advise carriers, Buyer, the Customer and/or their respective Representatives of how to exercise that measure of care and precaution that will comply with any applicable laws or regulations and best prevent bodily injury or property damage in the handling, transportation,

processing, use or disposal of the Goods, containers and packing shipped to Buyer or otherwise in connection with performance of the Services.

Upon Buyer's request, Supplier will certify to Buyer in writing the origin of any ingredients or materials in the Goods or utilized in connection with performance of the Services. Supplier will promptly provide, in writing, any information regarding the Goods or Services requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.

4.2 Malicious Code

Supplier will use standard industry best practices to ensure that no malicious code is directly or indirectly provided, delivered or transmitted to Buyer through any Goods, Services, software, hardware or any other mode. As used herein, "malicious code" means any code which is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of a person's network or computer programs or systems (whether owned, leased, rented or otherwise hosted), or destroy or damage a person's data in an unauthorized manner.

5. Inspection

Buyer may, upon reasonable advance notice to Supplier, inspect production processes and Property and conduct testing at Supplier's premises to verify Supplier's performance under the Contract.

Buyer has the right to inspect any and all of the Goods, both prior to and after making payment. Buyer is not required to inspect the Goods delivered or the Services performed, and no inspection or failure to inspect will reduce or alter Supplier's obligations under the Contract. Supplier shall reimburse Buyer for the cost of inspection of rejected Goods and Services. Rejected Goods may be returned to Supplier at Supplier's risk and expense, as described in more detail in section 3.2 Delivery Schedules above.

Buyer's payment for and/or acceptance of the Goods or the Services shall not relieve Supplier from any of its obligations and/or warranties under the Contract.

Supplier shall conform to the quality control standards and inspection systems, as well as related standards, policies and systems that are established or

required by Buyer and/or the Customer. Supplier agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) as specified by Buyer and the Customer, as applicable, and agrees to present this information and any supporting documentation to Buyer upon request, at the level requested. Supplier will preserve information described under this section for the longer of eight (8) years or the life of the relevant program plus eight (8) years or, if required by the Customer, such longer period.

6. Taxes

Unless otherwise stated in the Contract, the Contract price includes all applicable foreign, federal, state, provincial, and local taxes, duties and tariffs, other than sales, value added, or similar turnover taxes or charges. Supplier will separately invoice Buyer for any sales, value added, or similar turnover taxes or charges that Supplier is required by law to pay or collect from Buyer.

7. Payment and Setoff

Payment terms are as set forth in the Contract. If they are not specified in the Contract, Buyer will use one of the following payment terms: 2% reduction net 15 days or net 2nd day of the second month. Supplier will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of the Goods and/or performance of the Services, and the absence of any element of the invoice shall entitle the Buyer to withhold payment until such elements have been remedied and complete invoice or other required information, including evidence that the Goods and/or Services were delivered or performed, as applicable, absent any liens, claims or encumbrances, is received and verified. Invoices submitted after one (1) year of delivery of the Goods and/or performance of the Services will not be paid. Supplier will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer will pay Supplier in the currency specified in the Contract or, if none is specified, in the currency of Buyer's order location. In addition to any right of setoff or recoupment provided by applicable law, all amounts due to Supplier shall be considered net of indebtedness of Supplier and/or its affiliates/subsidiaries to Buyer and/or its affiliates/subsidiaries. Buyer may deduct any amounts

due or to become due from Supplier and/or its affiliates/subsidiaries to Buyer and/or its affiliates/subsidiaries from any sums due or to become due from Buyer and/or its affiliates/subsidiaries. If an obligation of Supplier is disputed, contingent or unliquidated, Buyer may defer payment of all or any portion of an amount due until such dispute or contingency is resolved or the obligation is liquidated. In the event of Supplier's bankruptcy, if all of the orders (including this Purchase Order) between Buyer and Supplier have not been assumed (under applicable bankruptcy law), then Buyer may withhold payment to Supplier for the Goods previously delivered (via administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

8. Goods and Services Warranties

8.1 Supplier's Warranties

(a) For the longer of the period for which the Customer warrants the goods which incorporate or otherwise utilize the Goods or Services to its end users or the period provided by law, unless otherwise agreed to and signed by Buyer in writing, Supplier warrants to Buyer that the Goods, Services, and any Property (as defined below) obtained by Supplier for the performance of the Contract shall: (1) conform to all final drawings, measurements, size, quantity, quality, specifications, samples and other descriptions furnished, specified or adopted by Buyer; (2) comply with all applicable laws, regulations, rules, codes and standards of the jurisdictions in which the Goods, the Services, or the goods containing the Goods and Services are to be consumed, used, sold or performed; (3) be merchantable; (4) be free from any defects in design, to the extent furnished by Supplier or any of its subcontractors or suppliers, even if the design has been approved by Buyer; (5) be free of any defects in materials and workmanship; (6) be manufactured entirely of new materials; (7) be fit, sufficient and suitable for the particular purpose for which Buyer or Customer intends to use the Goods or the Services, including the specified performance in the component, system, subsystem or end-product location and the environment in which they are or may reasonably be expected to perform; (8) not infringe, misappropriate, dilute or otherwise violate the Intellectual Property Rights (as defined below) of any third party; and (9) be free of all liens, claims and encumbrances whatsoever.

For the purposes of this section, Supplier acknowledges that Supplier knows the particular purpose for which Buyer intends to use the Goods or the Services.

If the Contract is for Services, Supplier represents and warrants that such Services shall be performed in accordance with the highest standards of professional and ethical competences and integrity in Supplier's industry by individuals with the necessary knowledge, skill, expertise, and training in a diligent, workmanlike, prompt, and professional manner. Supplier shall provide reasonable access to the persons performing the Services and promptly replace any such person Buyer determines is unfit or unsatisfactory. Supplier will promptly notify Buyer if any Intellectual Property Right, including, discoveries, improvements, inventions, creations, writings, product designs, prototypes, specifications, drawings or other works that Supplier conceives, reduces to practice, makes or otherwise creates in connection with the performance of the Services, and such Intellectual Property Right will constitute deliverables owned by Buyer.

The warranties provided in this section are in addition to all other warranties available under applicable law, express or implied, and all such warranties shall survive inspection, testing, audit, review, acceptance, use or incorporation of the Goods and Services by Buyer.

(b) Supplier shall indemnify, defend and hold harmless Buyer, its affiliates and Customers, and the direct and indirect users of the goods and services sold by Buyer, and each of their respective Representatives, customers, invitees, successors, and assigns (collectively, "Indemnified Parties") from and against all Losses (as defined below) arising from or as a result of: (1) any breach or failure by Supplier or its Representatives to comply with any of the terms and conditions of the Contract (including, these Terms), including, any breach of Supplier's representations, warranties or covenants; (2) any other acts, omissions or negligence of Supplier or of any of its subcontractors or suppliers in connection with Supplier's performance of its obligations under the Contract; (3) any breach of confidentiality; or (4) any actual or alleged noncompliance by Supplier or its Representatives with applicable laws, regulations, rules, codes, ordinances, orders, and standards of the jurisdictions in which the Goods or Services, and the

goods and services containing the Goods and Services, are to be consumed, used, sold or performed. "Losses" shall include all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind, including, incidental, indirect, consequential and special damages, personal injury, death, property damages, anticipated or lost profits, Recall (as defined below) costs, costs allocated under a Customer warranty allocation program, production delay or interruption costs, inspection, handling and reworking charges, attorney and other professional fees, and other costs associated with Indemnified Parties' administrative time, labor and materials, and any settlements or judgments related thereto. Buyer may defend, or participate in the defense of (at Supplier's sole cost), any claim brought by any third party entitling Buyer to indemnification under the Contract. Supplier agrees that Buyer's action to defend such claims (or participate in such defense) is in the interest of both Buyer and Supplier and is done to mitigate damages. Supplier waives the right to argue that Buyer's defense of such claims in any way limits Buyer's right to seek indemnity from Supplier or assert a claim against Supplier. Supplier's obligation to provide indemnification as described in this paragraph shall apply regardless of whether any claim arises in tort, negligence, contract, warranty, strict liability or otherwise. For avoidance of doubt, no limitations on Buyer's rights or remedies in any of Supplier's documents shall reduce or exclude such indemnification.

(c) During the time period the Contract remains in effect, Supplier warrants that it will not supply information, Goods or Services directly to the Customer for the program for which Buyer intends to incorporate the Goods or Services without Buyer's prior written consent.

(d) Supplier will pass through to Buyer a manufacturer's certificate of analysis for every lot for which Supplier receives the same. Supplier will provide Buyer with a wash ticket certificate for each delivery mentioning that the transporter has cleaned the bulk truck.

8.2 Non-Conforming Goods

(a) If any of the Goods or Services fail to meet the requirements of the Contract, Supplier shall, upon notice thereof from Buyer at any time, promptly repair, replace or otherwise satisfactorily deal with the same in a manner acceptable to Buyer, all at Supplier's

expense and without limiting or affecting Buyer's other rights or remedies available hereunder or at law. Supplier's warranties and other obligations under the Contract shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Goods or Services.

(b) If Supplier fails to repair, replace or otherwise deal with any defective or non-conforming Goods or Services in a manner acceptable to Buyer, Buyer may, without limiting or affecting Buyer's other rights or remedies available hereunder or at law, terminate the Contract.

(c) All defective or non-conforming Goods shall be held at Supplier's risk and expense, as described in more detail in section 3.2 Delivery Schedules above. Without limiting the foregoing, Buyer may return such defective or non-conforming Goods to Supplier at Supplier's risk, and Supplier shall promptly pay all transportation and other applicable charges, both to and from the original destination.

(d) Any payment made by Buyer for defective or non-conforming Goods or Services shall be refunded by Supplier, except to the extent that Supplier promptly replaces or corrects the same at Supplier's expense to Buyer's satisfaction.

(e) None of Buyer or any other Indemnified Party shall be liable for, or be obligated to indemnify, defend or hold any of Supplier or its subsidiaries, affiliates, subcontractors or suppliers, or its or their Representatives, invitees, successors, and assigns harmless from and against, any Losses arising from or as a result of non-conforming Goods or Services.

8.3 Recalls

This section applies to any voluntary or government mandated offer (including, recalls or other field or corrective service actions) by Buyer (or the OEM manufacturer or other Customer), including, to remedy an alleged or suspected defect that affects safety or to address an alleged or suspected failure with an applicable safety standard or guideline (a "Recall"). Supplier will be liable for Losses resulting from a Recall to the extent the Recall results, in whole or in part, from a failure of the Goods to conform to the warranties in section 8.1 Supplier's Warranties or Supplier's breach of any provision set forth in the Contract. Buyer will (a) notify Supplier as soon as reasonably practicable after Buyer learns that a Recall being considered involves the Goods or indispensable goods used for the Services; (b) provide information

relating to the potential Recall; and (c) reasonably consult with Supplier about the most cost-effective method of modifying or replacing systems or component parts, including the Goods or indispensable goods used for the Services, in order to remedy the alleged defect or noncompliance, in each case as deemed reasonable or appropriate in Buyer's sole discretion, and subject to Buyer and Supplier entering into a joint defense or similar arrangement to ensure adequate protections or preserve privileges.

9. Product Liability

Without otherwise limiting Supplier's obligations under section 8. Goods and Services Warranties above, Supplier will indemnify, defend and hold harmless Buyer and each other Indemnified Party against third-party claims or demands for injury or death to persons, property damage, economic loss, and any other resulting Losses, regardless of whether the claim or demand arises under tort, contract, strict liability, or other legal theories, if and to the extent caused by Supplier's defective design (if Supplier has warranted design) or manufacture of the Goods or provision of the Services, or delivery of nonconforming or defective Goods or Services, or its negligent acts or omissions or non-compliance in its performance under the Contract.

10. Compliance with Laws

Supplier, under all circumstances, will comply with applicable laws, rules and regulations of the country where the Goods are manufactured, where the Goods will be delivered or used, or where the Services are performed, including any data protection laws, cybersecurity laws, health laws and consumer protection laws. Supplier will provide Buyer with material safety data sheets regarding the Goods and, upon Buyer's request, will provide Buyer with any other information reasonably required in order to comply with applicable laws.

11. Intellectual Property Rights

11.1 Buyer's Intellectual Property

Buyer does not transfer to Supplier any patent, trade secret, trademark, service mark, copyright, mask work, work-of-authorship, industrial design, technical information, know-how, process of manufacture or any other intellectual property right

("Intellectual Property Right") of Buyer in information, documents, or property that Buyer makes available to Supplier or otherwise under the Contract, other than the limited right to use Buyer's Intellectual Property Rights as strictly required to produce, exploit, resale and supply the Goods to, and perform the Services for, Buyer.

11.2 Supplier's Intellectual Property

(a) Except as stated in this section, Supplier does not transfer to Buyer any Intellectual Property Right of Supplier related to the Goods or Services or incorporated in Buyer's Property, other than the right to incorporate or otherwise utilize the Goods or Services purchased from Supplier in goods and services to be sold by Buyer to Customers or the public. Notwithstanding the foregoing, Supplier agrees that it will not incorporate into any Good supplied or Service provided under this Contract any Intellectual Property Right of Supplier without Buyer's prior written consent. To the extent any Intellectual Property Right of Supplier is incorporated, with or without Buyer's consent, and if the Contract is terminated by Buyer pursuant to section 15. Termination, Supplier hereby grants to Buyer and its designees an irrevocable, nonexclusive, worldwide royalty free right and license to make, have made, use, sell and exploit Supplier's Intellectual Property Rights during the Contract Term that would have applied (and any extensions thereof) had it not been earlier terminated under section 15. Termination, and subject to section 17. Confidential Information, including, to use such Supplier's Intellectual Property Rights to obtain from alternate sources goods and services similar to the Goods and Services. Supplier hereby further grants to Buyer a permanent, paid-up, irrevocable, nonexclusive, worldwide license to use, repair, modify, and sell any software incorporated in the Goods or Services in conjunction with the use, sale or any other exploitation thereof.

(b) To the extent that Supplier creates or develops any Intellectual Property Right in the performance of Supplier's obligations under the Contract, such Intellectual Property Right will be owned by Buyer and may not be used by Supplier except for the performance of the Contract. However, to the extent such Intellectual Property Right is not owned by Buyer, Supplier: (i) hereby assigns and agrees to assign, to Buyer each work-of-authorship, invention, discovery or improvement (whether or not

patentable) that is conceived or first reduced to practice by Supplier, or by any person employed by or working under the direction of Supplier, in the performance of Supplier's obligations under the Contract; and (ii) shall promptly disclose in an acceptable form to Buyer all such Intellectual Property Rights and cause Supplier's Representatives to sign any papers necessary to enable Buyer to obtain title to and to file applications for registration of same throughout the world. To the extent that any works of authorship (including, software and computer programs) are created in the performance of Supplier's obligations under the Contract, such works shall be considered "works made for hire", and therefore Supplier hereby assigns and agrees to assign, to Buyer all right, title, and interest in all copyrights and moral rights therein. Upon Buyer's request, Supplier agrees to provide all documents and other information necessary for Buyer's (or its designee's) use of such Intellectual Property Right. Supplier will provide Buyer (on a non-confidential basis) all technical information requested by Buyer from time to time relating to the Goods and Services which is necessary or useful to Buyer's every use of the Goods and Services, including, with respect to the manufacture, design, and performance of such Goods and Services, and any drawings, engineering validations, qualifications, applications, and compliance or other testing. Supplier will not assert and hereby irrevocably waives any claim against Buyer, the Customers, and Buyer's designees with respect to any information, including technical information, used, disclosed or otherwise made available by Supplier in connection with the purchase of the Goods and Services under the Contract, excluding valid claims of infringement concerning patented Intellectual Property Right not licensed pursuant to this section. Supplier hereby irrevocably authorizes Buyer, its affiliates, agents, and Customers, and each of their subcontractors to repair, reconstruct or rebuild the Goods delivered under this Contract without payment of any royalty or other compensation to Supplier.

(c) Supplier shall not manufacture or provide, or offer to manufacture or provide, any goods or services that are based in whole or in part upon Buyer's Intellectual Property Rights and/or the drawings or specifications in respect of the Goods or Services, or any derivative thereof, or otherwise, whether for its own purposes (other than to satisfy its obligations

under the Contract), for the Customer or any other third parties, without Buyer's prior written consent.

11.3 Infringement

Without otherwise limiting Supplier's obligations under section 8. Goods and Services Warranties above, Supplier will indemnify, defend and hold harmless Buyer and each other Indemnified Party from and against all Losses arising from or as a result of the actual or alleged infringement by the Goods or Services (or such party's use, manufacture or sale thereof) of a third-party Intellectual Property Right. If a claim under this section results, or is likely to result, in an injunction or other order that would prevent Supplier from supplying (or performing) or Buyer from using or otherwise exploiting the Goods or Services, Supplier will at its option and expense either (i) secure a license of the Intellectual Property Right that permits Buyer to purchase and use the Goods or Services; (ii) modify the Goods or Services so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Goods or Services; or (iii) replace the Goods or re-perform the Services with non-infringing but reasonably equivalent Goods or Services, as determined by Buyer in its sole discretion. Supplier shall not settle any action in a manner that adversely affects the rights of Buyer without Buyer's prior written consent.

12. Directed-buy Supplier

If a Customer directs, recommends or requests that Supplier be Buyer's source for the Goods or Services: (a) payment from Buyer, for the Goods or Services, will be due to Supplier only after, to the extent of, and in proportion to Buyer's actual receipt of payment from such Customer for Buyer's component parts or assembled goods into which the Goods or Services are incorporated or otherwise utilized; (b) any extension of such Customer's payment terms to Buyer for Buyer's component parts or assembled goods into which the Goods or Services are incorporated or otherwise utilized will automatically extend, by the same amount of time, the payment terms between Buyer and Supplier; and (c) Supplier has to give reduction to Buyer equivalent to the productivity reduction that Buyer gives to the Customer.

13. Counterfeit Goods

Supplier must ensure that there is no risk of counterfeit goods being shipped to Buyer. Counterfeit goods are

defined as items that are, or contain, unlawful or unauthorized reproductions, substitutions or alterations that have been knowingly mismarked, misidentified or otherwise misrepresented to be an original manufacturer's part. Supplier must have strict procurement policies in place to ensure traceability for all items incorporated into or otherwise utilized in their goods and services.

14. Property

14.1 Buyer's Property

(a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Supplier to manufacture, store, and transport the Goods or provide Services ("Property") that: (i) has been furnished to Supplier by Buyer or on Buyer's behalf; (ii) has been paid for by Buyer or on Buyer's behalf; or (iii) will be amortized over the time of the Contract, including any replacement thereof, or any additions, attachments, accessories and repairs ("Buyer's Property"), all of which are and will remain the property of Buyer. Upon request by Buyer, Supplier shall provide access to permit Buyer or its Representatives to inspect Buyer's Property. Supplier will assign to Buyer contract rights, warranties or rights to claims in which Supplier has an interest with respect to Buyer's Property and issue bills of sale, financing statements, or other documents requested by Buyer to evidence its or the Customer's ownership of Buyer's Property. All of Buyer's Property must be plainly marked as the property of Buyer and shall be safely stored by Supplier. Supplier shall promptly notify Buyer of the location of Buyer's Property if ever located (even temporarily) at any place other than Supplier's approved premises. While in Supplier's direct or indirect control, Buyer's Property will be held at Supplier's risk and will be insured by Supplier at Supplier's expense in an amount equal to the replacement-value cost, with loss payable to Buyer. Supplier must use Buyer's Property in a careful and safe manner and, without otherwise limiting Supplier's obligations under section 8. Goods and Services Warranties above, shall indemnify, defend, and hold harmless Buyer and each other Indemnified Party from and against all Losses arising from or as a result of the installation, use, storage, transport, maintenance (or failure to so maintain), repair, commissioning or decommissioning of Buyer's Property. Supplier will hold Buyer's Property as a bailee at will and will be responsible for loss or damage to Buyer's Property

while in its possession or direct or indirect control. Supplier hereby waives any lien or similar right it may have with respect to Buyer's Property.

(b) Supplier will (1) at its expense maintain Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property; (2) use Buyer's Property only for the manufacture, storage, and transport of the Goods or performance of the Services for Buyer; (3) mark Buyer's Property as belonging to Buyer or the Customer as directed by Buyer; and (4) not remove Buyer's Property (other than shipping containers and the like) from Supplier's approved premises without Buyer's written approval.

(c) Buyer will pay for Buyer's Property that it has agreed to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (i) Supplier's actual cost of Buyer's Property, if manufactured by a third party unaffiliated with Supplier, less any amounts previously paid to Supplier; or (ii) Supplier's actual cost of purchased materials, components, and services plus Supplier's actual cost of labor and overhead directly allocable to Buyer's Property, if manufactured by Supplier, less any amounts previously paid to Supplier. The foregoing amounts that comprise the purchase price are subject to audit and verification upon Buyer's request. All amounts that Buyer determines are not validly due and owing following the conduct of such audit, will be deducted from the purchase price. Unless otherwise stated in the Contract, final payment for Buyer's Property is due on the later of (1) the Customer manufacturer's PPAP (Production Part Approval Process) approval date; or (2) the date on which the Contract provides for payment.

(d) Upon request by Buyer, Supplier will immediately release and return Buyer's Property and prepare it for shipment or deliver it to Buyer or Customer, as requested, in the manner requested. For the avoidance of doubt, Buyer may retake immediate possession of Buyer's Property and other property of Buyer or the Customer(s) at any time, with or without cause and without payment of any kind. Supplier will promptly deliver the requested Buyer's Property and other property to Buyer, D.A.P. Buyer's dock (Incoterms 2020), properly packed and marked in accordance with the requirements of Buyer's carrier.

(e) TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER SHALL HAVE NO LIABILITY TO SUPPLIER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO BUYER'S PROPERTY. BUYER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO BUYER'S PROPERTY, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SUPPLIER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

14.2 Supplier's Property

Supplier will own all Property that is not Buyer's Property ("Supplier's Property") or from any of its Customers. Supplier will at its expense furnish, maintain in good condition, and replace when necessary Supplier's Property needed to perform the Contract. Supplier grants Buyer an irrevocable option purchase and take possession of and title to Supplier's Property that is used exclusively for the production of the Goods or performance of the Services upon payment to Supplier of its net book value less any amounts that Buyer has previously paid to Supplier for the cost of such items, but less any amounts otherwise owing to Buyer by Supplier; provided, however, that this option will not apply if Supplier's Property is used to produce goods that are the standard stock of Supplier or if a substantial quantity of like goods are being sold by Supplier to others.

15. Termination

15.1 Termination for Convenience

(a) In addition to any other rights of Buyer to terminate the Contract, Buyer may, in its sole discretion, upon thirty (30) days prior notice to Supplier or, if applicable, such shorter period as may be required by the Customer, to early terminate the Contract for convenience or any other reason, in whole or in part at any time, and notwithstanding the existence of any Excusable Delay or other events or circumstances affecting Supplier. Supplier may not terminate the Contract for convenience or any other reason.

(b) Upon receipt of notice of termination from Buyer, Supplier shall: (i) stop work under the Contract and any other orders related to work terminated by such notice; (ii) protect all property in Supplier's possession or control in which Buyer has or may acquire an interest, including Buyer's Property; and (iii) cooperate with Buyer as requested to transfer the provision of the Goods or Services to the person(s) designated by Buyer, as further described in section 15.4 Transition Support below. Supplier shall promptly submit to Buyer in writing a comprehensive early termination claim relating to such termination, with sufficient supporting data, within twenty one (21) days following from the effective date of such early termination. Supplier hereby grants Buyer the right to audit and inspect its books, records and other documents relating to any termination claims.

(c) Subject to Buyer's rights under these Terms, Buyer shall, in addition to making payment of the price specified in the Contract for the conforming Goods and the Services delivered or performed and accepted by Buyer prior to the effective date of termination, pay to Supplier the following amounts, without duplication, contingent in all respects on Supplier timely and properly submitting a termination claim pursuant to section 15.1(b) Termination for Convenience above: (i) the price specified in the Contract for the Goods and the Services manufactured, accepted, and provided in accordance with the terms of the Contract but not previously paid for; (ii) following delivery to and acceptance by Buyer, the price specified in the Contract for the Goods manufactured pursuant to Buyer's firm releases and otherwise in accordance with the terms of the Contract but not yet delivered at the time of termination; and (iii) following delivery to and acceptance by Buyer, the reasonable and actual expenses incurred by Supplier (exclusive of profit) for work-in-process and raw materials manufactured or obtained by Supplier pursuant to Buyer's firm releases, provided that such work-in-process and raw materials (that are not based on Buyer's Intellectual Property Rights) cannot be consumed by Supplier for other customers within one (1) year. Without limiting the foregoing, Buyer shall not be obligated to make any payment for: (x) the Goods, the Services, or work-in-process or parts or raw materials inventory that are manufactured, provided or procured by Supplier in amounts in excess of those authorized in any firm release, that are damaged or destroyed, that are not merchantable or useable or that are otherwise

nonconforming; (y) any undelivered Goods that are in Supplier's standard stock; or (z) work-in-process or parts or raw materials inventory that can be returned to Supplier's suppliers or subcontractors for credit or that are readily marketable (and that are not based on Buyer's Intellectual Property Rights). In no event, however, will payments made in connection with an early termination of the Contract exceed the aggregate price for the Goods or Services that would be manufactured or provided by Supplier under any release outstanding at the effective date of early termination. Buyer shall not be liable for any and shall not be required to make payments to Supplier, deemed directly or indirectly (whether on account of claims by Supplier's subcontractors or otherwise), for any loss arising from or attributable to failure to realize anticipated revenue, savings or profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation cost or general and administrative burden charges from a termination of the Contract. In the event of a termination of the Contract by Buyer as a result of Buyer ceasing to be a supplier to the Customer for the program in respect of which Buyer issued the Contract, Buyer shall only be obligated to compensate Supplier for any costs under this section if, when and to the extent that the Customer reimburses Buyer for such costs.

(d) Supplier may, with Buyer's prior and written consent, retain or sell at an agreed price any of the Goods, the Services, work in process or raw materials inventory, the cost of which is allocated or apportioned to and shall credit or pay the amounts so agreed or received as Buyer directs, with an appropriate adjustment for any delivery cost savings. Supplier shall, if directed by Buyer, transfer title to and make delivery of any Goods, work in process or raw materials inventory not so retained or sold.

(e) Notwithstanding anything contained herein to the contrary, and in addition to any other rights of Buyer to terminate the Contract, Buyer may, in its sole discretion, upon notice to Supplier, terminate the Contract, in whole or in part, with respect to that portion of a Purchase Order or release issued in advance of Supplier's quoted lead time, which lead time shall be commercially reasonable and otherwise agreeable to Buyer in all respects, or if no lead time has been quoted and agreed by Buyer, then the shortest amount of time required by a well-managed seller in

Supplier's industry providing goods and/or services similar to the Goods and/or Services. By way of example, if Supplier's quoted lead time is eight (8) weeks and Buyer issues a Purchase Order or release twelve (12) weeks in advance of the scheduled delivery date(s), Buyer may early terminate such Purchase Order or release under this section 15.1(e) until eight (8) weeks prior to the applicable scheduled delivery date(s). Any termination under this section 15.1(e) shall be without liability to Buyer, except for the Goods delivered or the Services performed by Supplier and accepted by Buyer, if any.

15.2 Termination upon Supplier's Default or Change of Control

(a) Buyer may terminate the Contract, in whole or in part, for default occasioned by Supplier's: (i) breach or threatened breach of any terms of the Contract; (ii) failure or threatened failure to perform in accordance with the requirements of the Contract; (iii) failure to make progress so as to endanger timely and proper delivery of the Goods or completion of the Services; (iv) by failure to promptly (in no event later than two (2) business days) and adequately respond to a demand for adequate assurance, and, in each such case, Supplier does not correct such breach or failure within ten (10) days (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such breach or failure. Supplier shall be liable for all costs, damages and expenses caused by or resulting from its default under the Contract.

(b) Buyer may terminate the Contract, in whole or in part, in the event of a change of control of Supplier. For the purposes of the Contract, a "change of control" includes: (i) any sale, lease or exchange of a substantial portion of Supplier's assets used in connection with Supplier's performance of its obligations under the Contract; (ii) any sale or exchange of a sufficient number of shares of Supplier, or of any affiliate that controls Supplier, to effect a change in management of Supplier; or (iii) the execution of a voting or other agreement of control in respect of Supplier, or of any affiliate that controls Supplier. Supplier shall notify Buyer in writing within ten (10) days of any change of control of Supplier, and Buyer may terminate the Contract immediately by giving written notice to Supplier upon a change of control of Supplier without Buyer's prior written consent.

(c) Any termination under this section shall be without liability to Buyer, except for the Goods delivered or the Services performed by Supplier and accepted by Buyer.

(d) In the event any termination made pursuant to this section is later held by a court in a final nonappealable decision to have lacked cause as described in this section or otherwise, the parties acknowledge and agree that such early termination shall be automatically deemed a termination for convenience pursuant to section 15.1 Termination for Convenience above.

15.3 Termination upon Insolvency, Bankruptcy, etc.

(a) Buyer may terminate the Contract, without liability to Supplier: (i) in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against Supplier; (ii) in the event Supplier makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course; or (iii) if a receiver is appointed in respect of Supplier or all or part of its property (collectively, an "Insolvency Event"). In the event of such termination, Supplier shall be liable for all costs, damages and expenses suffered by Buyer. Any such termination shall not affect the entitlement of Buyer with respect to Buyer's Property.

(b) In the event that Buyer does not terminate the Contract upon the occurrence of an Insolvency Event, Buyer may make such equitable adjustments in the price and/or delivery requirements under the Contract as Buyer deems appropriate to address the change in Supplier's circumstances, including Supplier's ongoing liability to perform its obligations regarding warranty, defective Goods or Services or other requirements under the Contract.

15.4 Transition Support

In connection with any expiration or termination of the Contract or all or any part of the Purchase Order, Supplier will cooperate with Buyer to transition the provision of the Goods and Services to the person(s) designated by Buyer (or to Buyer itself), at no additional cost to Buyer, including, by: (a) continuing production, delivery, and performance of all Goods and Services as directed by Buyer in accordance with the Purchase Order, without premium or other condition, as if the expiration or termination had not occurred, during the entire period required by Buyer to complete an orderly transition (as determined by Buyer in its sole discretion) and ensure there is no interruption to

Buyer's ability to obtain the Goods and Services as needed in connection with Buyer's or the Customers' operations; (b) promptly providing all requested information and documentation regarding Supplier's operations and access to Supplier's facilities where the Goods are manufactured or the Services are performed; and (c) providing accommodations for special manufacturing or performance capacity and other transition support services as required by Buyer.

16. Remedies

16.1 Remedies Generally

(a) The rights and remedies reserved to Buyer in this Contract shall be cumulative, and in addition to all other or further remedies provided in law or equity. Without limiting the foregoing, Supplier shall reimburse Buyer upon demand of the latter for all Losses, including all costs, expenses and losses directly or indirectly incurred by Buyer (including all attorney or other professional fees) in connection with or otherwise arising from or as a result of any breach of the Contract by Supplier, any obligation of Supplier to indemnify Buyer, or any other failure by Supplier to comply with Supplier's obligations under the Contract, including all such Losses arising from or as a result of (i) inspecting, sorting, containing, repairing or replacing nonconforming Goods or Services; (ii) production interruptions; (iii) conducting Recalls; (iv) claims or litigation arising from personal injury (including death) or property damage caused by such nonconforming Goods or Services; (v) any amounts for which Buyer is liable to the Customer(s) on account of such breach, failure, or nonconforming Goods; and (vi) enforcing any provision of the Contract. If requested by Buyer, Supplier will enter into a separate agreement for the administration or processing of charge backs for nonconforming Goods. In addition, Supplier shall reimburse Buyer for all Losses arising from or relating to (1) Supplier's breach or anticipatory repudiation of the Contract or any other contract between Supplier and Buyer; (2) a request or demand by Supplier to modify or change the terms of the Contract; (3) legal proceedings involving Supplier that in the reasonable judgment of Buyer, may impact upon Supplier's continued or future performance under the Contract; or (4) any court case or proceedings in which Buyer appears, participates, monitors or becomes a party and in which Supplier is also party. In the event Supplier becomes a debtor in bankruptcy while any Supplier obligations under the Contract remain

outstanding, Buyer shall be entitled to all of its attorney's or other professional fees arising from or relating to the bankruptcy case, including for monitoring the case.

(b) Supplier expressly acknowledges and agrees that any failure of Supplier to deliver the Goods or perform the Services on the delivery dates and times as specified in the Contract will cause irreparable harm to Buyer and that Buyer shall be entitled to equitable relief, including injunction, in such event.

(c) Any proceeding or action initiated by Supplier for breach of contract or any other act or omission (including tort) arising from or in any way related to the Contract must be commenced within one (1) year from the date the breach, act or omission giving rise to Supplier's claim occurs, regardless of Supplier's knowledge of such breach, act or omission or of its consequences.

(d) Any right or remedy expressly conferred on Buyer herein shall not limit or modify any right or remedy which Buyer would otherwise have. When shipments to places other than Buyer's plant are authorized, Supplier's invoices will be paid by Buyer at the time specified on the face thereof but not before acknowledgment of receipt of shipment by the consignee.

(e) In no event will Buyer be liable to Supplier or Supplier's subcontractors for anticipated profits or for special, incidental or consequential damages.

16.2 Specific Performance

In the event that Supplier fails or refuses to deliver the Goods or perform the Services, or otherwise repudiates or threatens to repudiate any provision of the Contract, Supplier acknowledges that money damages will not be a sufficient remedy and agrees that, in addition to all other rights and remedies that Buyer may have under the Contract or applicable law, Buyer will be entitled to specific or mandatory performance of Supplier's obligations under the Contract and any other temporary, preliminary, or injunctive relief in connection with any action to enforce the Contract (without, in each case, any requirement of a bond or other security or showing damages in connection therewith).

17. Confidential Information

All non-public, confidential or proprietary information of Buyer, including trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied, disclosed or otherwise made available by or on behalf of Buyer in connection with the Contract, in each case whether or not marked or otherwise identified as confidential, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, or observed or otherwise learned ("Confidential Information"), will be deemed confidential and proprietary to, and remain the sole property of Buyer. Confidential Information shall also include any representations, compilations, analysis, and summaries of any of the foregoing types of information. Supplier may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated and strictly necessary under the Contract without in each case the prior written consent of Buyer. Confidential Information will not include information that (a) is known to Supplier before the date on which it is received as evidenced by Supplier's written records (b) is or becomes generally available to the public other than as a result of a violation of this section by Supplier; (c) was obtained by Supplier on a non-confidential basis from a third party who had the apparent right to disclose it as evidenced by Supplier's written records; or (d) developed by Supplier independently of, and without reference to any Confidential Information as evidenced by Supplier's written records. The obligations contained in this section shall not prevent Supplier from disclosing Confidential Information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Supplier provides Buyer prompt written notice of such requirement so as to permit Buyer to seek an appropriate protective order to prevent disclosure of all or part of such Confidential Information and Supplier reasonably cooperates with Buyer in obtaining such protective order, and provided further that Supplier will disclose only that portion of the Confidential Information that Supplier is legally required to disclose and will make reasonable efforts to obtain reliable assurances that

confidential treatment will be accorded such confidential information. Supplier will use the same degree of care to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure (but not less than a reasonable degree of care). Supplier shall restrict access to and limit disclosure of the Confidential Information to only those of Supplier's Representatives with a need to know the information to accomplish the purpose of the Contract, provided that they have been instructed and are bound in writing not to disclose the Confidential Information or use it for any purpose other than as permitted under the Contract; and provided further that Supplier shall at all times remain fully liable to Buyer for any act or omission by such persons that would constitute a breach of the Contract if taken or not taken by Supplier. Upon request by Buyer, Supplier will promptly (in no event later than five (5) business days) return or destroy the original and all copies, summaries or other embodiments of Confidential Information received and certify such return or destruction in writing. For the avoidance of doubt, Supplier's obligations under this section shall survive any expiration or termination of the Contract.

18. Assignment and Subcontracting

(a) Supplier shall not assign or subcontract its duties, responsibilities or rights (including, any rights concerning the assignment of receivables) under the Contract without the prior written consent of Buyer. Unless otherwise stated in the consent, any assignment or subcontracting by either party, with or without the required consent, will not relieve Supplier of its duties or obligations under the Contract or its responsibility for non-performance or default by its assignee or subcontractor. Any purported assignment in violation of the foregoing shall be null and void and of no force or effect.

Notwithstanding the foregoing, this Contract shall remain binding upon the Supplier and any entity that succeeds to or assumes, directly or indirectly, the rights or obligations of the Supplier, without any modification to the Contract.

(b) Buyer shall have the right to assign the Contract or any Purchase Order, or its interest herein or therein, without Supplier's consent, to any of its affiliates or to any purchaser or successor to Buyer's business (or portion thereof relevant to the Contract or such Purchase Order).

(c) Supplier will ensure that the terms of its contracts with its suppliers and subcontractors provide Buyer and the Customer with all of the rights specified in the Contract.

19. Force Majeure

A delay or failure by Supplier to perform its obligation to provide on-time delivery of Goods or Services under the Contract will be excused, and will not constitute a default, only to the extent directly caused by one or more of the following events or occurrences beyond the reasonable control of Supplier and without its fault or negligence, such as but not limited to: earthquakes, fires, floods, windstorms, explosions, riots, natural disasters, wars, actions taken by governmental authority, pandemic and epidemic officially declared by the World Health Organization ("Excusable Delay"). However, for avoidance of doubt, in no event will Supplier's performance be excused by: (a) the change in cost or availability of materials, components or services based on market conditions, its supplier failure or inability to perform (unless the failure or inability is caused by an event or occurrence that would itself be an Excusable Delay); (b) contract disputes; (c) Supplier's or a Supplier's financial distress; (d) any labor strike or other labor disruption applicable to Supplier or to any of its subcontractors or suppliers; (e) Supplier's failure to comply with applicable law or to take actions reasonably necessary to schedule performance in anticipation of any customs, export-import and/or government requirement for which there is public notice; or (f) lack of maintenance and, or, machine breakdown. To the extent Supplier believes it is unable to perform it must give written notice of the Excusable Delay (including its anticipated duration) to Buyer promptly (in no event later than two (2) business days) after becoming aware that it has occurred or is reasonably likely to occur, followed by prompt notices in no event later than two (2) business days) of any material changes in the facts relative to its ability to perform and/or the anticipated duration of the non-performance. If Supplier is unable to perform for any reason, including, an Excusable Delay, Buyer may: (x) purchase the Goods and Services from other sources and reduce its purchases from Supplier accordingly without liability to Supplier; or (y) have Supplier provide substitute goods and services from other available sources as it directs, with any premium

payable in each case at Supplier's sole cost. Without limiting Supplier's other obligations under this section, in the event of any supply allocation by Supplier in connection with an Excusable Delay, Supplier will give preference to Buyer for all Goods and Services ordered prior to and for the duration of such event until such time as Supplier is operating normally.

Within two (2) business days after written request by Buyer, Supplier will provide adequate assurances that the non-performance will not exceed thirty (30) days. If Supplier does not provide those assurances, or if the non-performance exceeds thirty (30) days, Buyer may terminate all or part of the Contract.

20. Labor Relations.

20.1 Collective Bargaining Agreement

Supplier will notify Buyer of the contract expiration date at least six (6) months before the expiration of a current Collective Bargaining Agreement. Buyer may also request a non-strike agreement letter that covers a certain period of time. Buyer may thereafter direct Supplier in writing to manufacture up to thirty (30) days of additional inventory of the Goods, specifying the quantities of the Goods required and any packaging and storage requirements. Supplier will comply with Buyer's written directions prior to expiration of the current Collective Bargaining Agreement and until the current Collective Bargaining Agreement has been extended or a new contract completed. Supplier is responsible for carrying costs and any additional costs of manufacture.

20.2 Labor Liability for Mexican Suppliers

The Supplier should have its own workers, under its subordination and dependence to produce the Goods and to execute the Services subject of this Contract, therefore, the Supplier accepts and recognizes the character of exclusive employer and consequently will be the only responsible for the labor relationship it has with the workers it employs for the fulfillment of its obligations with respect to this Contract,

The Supplier is responsible for the payment of salaries and other labor benefits, as well as for the contributions of the Mexican Social Security Institute, the Contributions to the National Workers' Housing Fund Institute, the Retirement Savings System, the Income Tax and others that may be caused, releasing the Buyer and its Clients from any employer obligation.

The Supplier undertakes to indemnify the Buyer and its Customers from any judicial or extrajudicial claim or demand made by its workers (individual or collective conflicts) and from any other requirement made with respect to them by the labor and/or social security authorities, as well as to pay the Buyer and its Customers any expenses or costs incurred in such circumstances. Buyer shall have the right to proceed in its defense and the obligation to inform Supplier of any contingency that may arise in this respect. Supplier agrees to promptly notify Buyer of any claim or lawsuit in which it is a defendant or co-defendant, or any of its officers or business units.

In the event that the Supplier provides Services, the Supplier shall (i) be duly registered and maintain such registration in force with the Ministry of Labor and Social Welfare through the Registry of Specialized Services Providers or Specialized Works (Registro de Prestadoras de Servicios Especializados u Obras Especializadas) (REPSE); (ii) ensure that its workers carry by means of the image, name, badge or identity code that links such workers with the Supplier; (iii) inform on a monthly basis the approximate number of workers it will use in the performance of the Services; (iv) be up to date in the payment of IMSS worker-employer contributions; (v) be up to date in the payment of Infonavit contributions; and (vi) be up to date in the payment of tax obligations before the Tax Administration Service in labor matters.

21. Customs

Transferable credits or benefits associated with the Goods purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Supplier will provide Buyer with all information and records relating to the Goods necessary for Buyer to (a) receive these benefits, credits, and rights; (b) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements; (c) claim preferential duty treatment under applicable trade preference regimes; and (d) participate in any duty deferral or free trade zone programs of the country of import. Supplier will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Supplier will provide all information and records

necessary to enable Buyer to obtain those export licenses or authorizations.

22. Insurance

At Supplier's sole cost and expense, Supplier must obtain and maintain, with insurance companies reasonably acceptable to Buyer, the following types of insurance coverage (a) general liability insurance with a coverage limit of at least US \$5,000,000 for each occurrence and the general aggregate; (b) all risk property perils insurance covering the full replacement value of Buyer's Property; (c) worker's compensation insurance as required by applicable law; (d) employers liability with a coverage limit of at least US \$1,000,000 for each accident, disease policy limit, disease employee; (e) commercial automobile liability insurance with coverage of at least US \$5,000,000 for each occurrence and combined single limit; (f) Product Recall Insurance with coverage of at least US \$3,000,000 each and every loss and in the annual aggregate; and (g) any other insurance that is customary in the automotive industry. All such insurance coverage will name Buyer as preferred loss payee and additional insured. Supplier's policies will contain a provision by the respective insurers waiving the right of such insurers to subrogation. The waiver of subrogation shall be in favor of Buyer, its board members, officers, employees, agents, successors and assigns. Upon request, Supplier will furnish to Buyer certificates of insurance showing Supplier's compliance with this section and such certificates must provide that Buyer will receive not less than thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. The limits of liability set forth above is the required minimum coverage and will in no way be construed as a limitation of the liability of Supplier under the Contract. Any coverage written on a claims made form must be maintained for three (3) years after expiration or termination of the Contract.

When Supplier is located in the United Mexican States, Supplier will not be obliged to purchase an employer's liability insurance policy and employee compensation. Notwithstanding this, Supplier shall be obliged to register all of Supplier's employees with the Mexican Social Security Institute, and to comply with all obligations related to it.

23. Miscellaneous

23.1 Advertising

Supplier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Supplier has contracted to furnish Buyer the Goods or Services covered by the Contract, or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials.

23.2 Audit Rights

Supplier will maintain records as necessary to support amounts charged to Buyer under the Contract in accordance with Buyer's document retention requirements. Buyer's customer, Buyer and its Representatives may audit Supplier's records of transactions, including purchase orders, and financial statements to verify Supplier's compliance with the Contract. Any audit will be conducted at Buyer's expense (but will be reimbursed by Supplier if the audit uncovers any errors in the amounts charged), upon prior written notice to Supplier.

23.3 Electronic Communication

Supplier will comply with the method of electronic communication specified by Buyer, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Supplier will also comply with any modification to Buyer's specified method of electronic communication after the date of the Contract.

The Supplier shall assume full responsibility for and shall indemnify and hold harmless the Buyer and its customers from, any hacking, data breaches, malicious interventions or any unauthorized access occurring in the sending, receiving and storing of electronic communication, regardless of the security measures implemented. The Supplier remains solely responsible for managing its electronic communication infrastructure in a secure manner and in accordance with industry best practices.

23.4 Relationship of the Parties

Buyer and Supplier are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose.

Neither party has authority to assume or to create any obligation on behalf of the other party.

23.5 Waiver and survival of obligations

The failure of Buyer to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

Notwithstanding any expiration, termination, cancellation of Contract for any reason, any rights, remedies, protections and benefits of Buyer, and any obligations and liabilities of Supplier, that by their nature, purpose, context or express terms are intended to survive such expiration, termination, cancellation of Contract shall remain in full force and effect and continue to bind Supplier thereafter, until fully performed, satisfied or discharged.

23.6 Entire Agreement; Amendments

The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by legal representatives of both parties. The Contract (including, without limitation, these Terms) may only be amended or modified in writing signed by Buyer; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that Buyer may modify these Terms from time to time by posting to Buyer's website at <https://exo-s.com/documentation-en> (or any successor website thereto), and such revised Terms shall apply to all Purchase Order revisions or releases issued on or after the effective date thereof, and Supplier further acknowledges and agrees it is responsible to review such Buyer's website periodically.

23.7 Severability

A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that

provision in any other jurisdiction. In addition, if any term of the Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order of rule, and the remaining provisions of this Contract shall remain in full force and effect.

23.8 Interpretation

When used in these General Terms and Conditions, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa. Headings are solely for the purpose of reference, are not part of the agreement of the parties, and shall not in any way affect the meaning or interpretation of the Contract.

23.9 Notices

Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

23.10 Third Party Beneficiaries

Supplier agrees that Buyer and the Customer are intended third party beneficiaries of any contracts between Supplier and its suppliers relating to the production or assembly of the Goods covered by the Contract with the right to enforce such contracts. Supplier further agrees that the Customer is an intended third party beneficiary of this Contract with the right to enforce this Contract against Supplier as if it were an original party hereto. Except as expressly provided herein, the parties agree that there are no third party beneficiaries of the Contract.

23.11 Customer Requirements

Where the Goods or Services under the Purchase Order are sold, or incorporated into goods or services that are supplied, by Buyer to a Customer whether directly or indirectly through an upper tier supplier, or any other third-party customer, the Contract is subject to the Customer general terms and conditions and any other requirements of the Customer which must be complied with by the Buyer. Without limiting the foregoing, Supplier shall take all necessary actions, provide all

necessary information, comply with all applicable requirements, and do all other things as Buyer deems necessary or desirable and within Supplier's direct or indirect control to enable Buyer to meet Buyer's obligations under the terms and conditions of any nomination letter, award, purchase order, release, supply agreement or other document or contractual obligation of any kind (collectively, "Customer Terms") directly or indirectly applicable to Buyer or the Customers from time to time in respect of Buyer's direct or indirect supply of the Goods or Services to such original equipment manufacturer or other Customer, including, without limitation, any obligations relating to: delivery, packaging and labeling, warranties, remedies, indemnification, intellectual property rights, inspections and audits, and replacement and service parts. Buyer may, from time to time, in its sole discretion, provide Supplier with information regarding Customer Terms that may be applicable to Supplier pursuant to this section, but, in any event, Supplier shall be at all times solely responsible for ascertaining the Customer Terms that may affect Supplier's obligations hereunder and hereby agrees to be bound by such Customer Terms as if they applied directly to Supplier. In the event of any conflict between applicable Customer Terms and the Contract, Buyer retains the exclusive right in its sole discretion to have all or any such Customer Terms prevail to the extent necessary or desirable to resolve any actual or preserved conflict between such Customer Terms and the Contract.

23.12 Governing Law.

(a) If the location of Buyer from which the applicable Purchase Order issued is in the United States of America, the Contract shall be interpreted and enforced in accordance with the local, domestic laws of the State of Michigan and of the United States of America, exclusive of the choice of law rules thereof. If the location of Buyer from which the applicable Purchase Order issued is in any other jurisdiction, including Canada and Mexico, the Contract shall be interpreted and enforced in accordance with the local, domestic laws of the Province of Quebec and of Canada, exclusive of the choice of law rules thereof; provided, however, that mandatory provisions of local law that cannot be waived by contract shall apply to the extent required, including (i) labor and employment laws, (ii) social security and tax withholding obligations, (iii) product

safety and consumer protection regulations, and (iv) environmental laws, in each case of the jurisdiction where the Goods are manufactured, delivered, or the Services are performed. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

(b) Any dispute, controversy, or claim arising out of or relating to the Contract, including but not limited to the breach, termination, or validity thereof, shall be resolved by binding arbitration administered by the International Chamber of Commerce (ICC) under its Rules of Arbitration in effect at the time the arbitration is commenced. The seat of arbitration shall be Detroit, Michigan, USA if the location of Buyer from which the applicable Purchase Order is issued is in the United States of America and Montreal, Quebec, Canada if the location of Buyer from which the applicable Purchase Order is issued is in any other jurisdiction, including Canada and Mexico. The language of the arbitration shall be English. The arbitral award shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that the arbitral award shall be enforceable in any jurisdiction under the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention, 1958). Notwithstanding the foregoing, Buyer may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Intellectual Property Rights, Confidential Information, or other proprietary interests without waiving its right to arbitration. Notwithstanding the foregoing, Buyer may, at its sole option, elect to submit the dispute to mediation or pursue litigation in lieu of arbitration by providing written notice to Supplier, in which case any litigation may be brought by Buyer (as determined by Buyer in its sole discretion) in the Federal District Court for the Eastern District of Michigan or, for state court, in Oakland or Wayne County Circuit Court in the State of Michigan if the location of Buyer from which the applicable Purchase Order is issued is in the United States of America, or in the courts of the Province of Quebec or the Federal Court of Canada if the location of Buyer from which the applicable Purchase Order is issued is in any other location including Canada and Mexico, and Supplier hereby irrevocably submits to such exclusive jurisdiction and waives any objection to venue or inconvenient forum. Any claim or

proceeding by Supplier against Buyer must be commenced within one (1) year from the date the breach, act, or omission giving rise to Supplier's claim occurs, regardless of Supplier's knowledge of such breach, act, or omission or of its consequences. Supplier irrevocably waives and agrees not to raise any objection it might now or hereafter have to any such claim or proceeding, including any objection that the place where such proceeding is located is an inconvenient forum or that there is any other claim or proceeding in any other place relating in whole or in part to the same subject matter. The jury trial waiver set forth in Section 23.13 Jury Trial shall apply to any litigation permitted hereunder.

23.13 Jury Trial

Buyer and Supplier acknowledge that the right to trial by jury is a constitutional one, but that it may be waived. Each of Buyer and Supplier, after consulting (or having the opportunity to consult) with counsel of its choice, knowingly, voluntarily and intentionally waives any right to trial by jury in any action or other legal proceeding arising out of or relating to the contract or any other document pertaining to the contract including any purchase order or release.

23.14. Contract Drafting

The parties hereto acknowledge and are satisfied that the foregoing be drawn up in the English language. *Les parties aux présentes reconnaissent et sont satisfaits que la présente entente soit rédigée en anglais.* The foregoing is executed in English, which shall be the governing language. Any translation is provided for convenience only, and in the event of any conflict between the English version and any translation, the English version shall prevail.