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CSP Innovations, Inc.
Machinery and Equipment
Purchasing Terms & Conditions

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CSP Machinery and Equipment Purchasing Terms and Conditions

1. Scope and Acceptance.

(a) Scope. These Machinery & Equipment Purchasing Terms and Conditions ("Terms") automatically apply to and are a part of all CSP Innovations, Inc. ("Buyer") machinery and equipment purchase orders and amendments, purchase agreements, or similar documents issued by Buyer to the intended Seller (collectively referred to as an "Order"). Orders may be issued by Buyer or its wholly owned manufacturing facilities ("Affiliate"), hereinafter also referred to as "Buyer." All goods and services, including machinery, equipment, tooling, engineering and design services, components, and intermediate assemblies are included in the term "Goods."

(b) Offer and Seller's Acceptance. Each purchase order, together with these Terms, is an offer from the Buyer as identified in the Order to the party to whom the Order is addressed ("Seller") to enter into the agreement it describes. The Order shall be the complete and exclusive statement of such offer and agreement and is not an acceptance of Seller's quotation or other document. Reference in an Order to Seller's quotation shall be solely for inclusion of specific information or representations contained in the quotation and does not constitute adoption of any other portion of the quotation. An Order may be accepted by Seller returning a signed copy, by Seller's ordering materials or commencing work to provide the Goods, or by Seller's delivery of the Goods. An Order is an adequate document to satisfy any statute of frauds.

(c) Inconsistent or Additional Terms. BUYER OBJECTS TO AND SHALL NOT BE BOUND BY ANY TERMS AND CONDITIONS IN SELLER'S QUOTATION, ORDER ACKNOWLEDGMENT, INVOICE, OR IN ANY OTHER DOCUMENT ISSUED BY SELLER WHICH ARE INCONSISTENT WITH OR IN ADDITION TO THESE TERMS.

(d) Amendment to Terms. Only Buyer's Vice President of Purchasing may authorize any exceptions or deviations to these Terms, which authorization must be in writing signed by him, and any such authorization shall apply only to the specific Order for which the deviations are granted and shall not constitute a course of dealing.

2. Prices, Invoices, Payment, and Security Interest.

(a) Pricing. Seller shall furnish the Goods at the prices specified in an Order. The price specified in an Order shall be complete, and no price increases or additional charges or surcharges of any type or for any reason, including but not limited to, for current or increased costs of materials, labor, energy, packaging, labeling, custom duties, tariffs, taxes, storage, transportation, insurance, packaging, installation, or training shall be added without Buyer's express written consent. All prices are in the currency applicable at the place of issuance of the Order unless otherwise specified on the face of the Order and are DAP destination, Incoterms 2010.

(b) Invoices. Seller's invoices shall describe in detail the Goods for which payment is being requested, including the quantity of each separate item, and shall include Buyer's Order number, Seller's code number, and another necessary information. Seller must invoice separately for each payment request. Unless otherwise agreed to in writing prior to issuance of Buyer's Order, Seller shall issue invoices under the following schedule:

1. Goods with a total value of \$200,000.00 or greater.

30% - of full purchase order value invoiced after PO issuance.

30% - of full purchase order value invoiced after CSP Engineering design review and approval.



30% - of full purchase order value invoiced after successful completion of final prove-off at Seller.

10% - of full purchase order value invoiced after final prove-off and acceptance at Buyer.

2. Goods with a total value less than \$200,000.00

30% - of full purchase order value invoiced after PO issuance.

50% - of full purchase order value invoiced after delivery to Buyer, provided that equipment is received in good order and condition.

20% - of full purchase order value invoiced after successful installation and equipment is deemed functional to specification by Buyer.

Payment terms are Net 60 from the date on which Buyer receives Seller's invoice. Payment shall not constitute acceptance of non-conforming Goods and shall not limit or affect any rights or remedies of Buyer.

(c) Absence of Liens. Buyer may withhold payment for any Goods until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on such Goods.

(d) Recoverable Taxes. Any and all taxes shall be identified on Seller's invoice separately from the price. If Seller is obligated by law to charge any excise, value-added and/or similar tax to Buyer, Seller shall ensure that it is invoiced to Buyer and, once collected, is promptly remitted by Seller to the appropriate government authority, all in accordance with applicable laws so as to allow Buyer (without any registration with the government) to reclaim such excise, value-added and/or similar tax from the appropriate government authority. Seller transfers to Buyer all taxes, fees, and duties which are recoverable by Seller and shall cooperate with Buyer to enable Buyer to recover such sums.

3. Equipment Design and Scope Changes.

(a) Design Review. Before commencing manufacture of the Goods, Seller must provide Buyer with preliminary drawings, CAD files, and/or design information of the complete system and, as required, its sub-systems and components ("Design Data") for approval by Buyers' Engineering department. If Seller fails to provide such Design Data, Buyer may cancel the Order, in whole or in part, without liability at any time prior to delivery without liability. Any modifications to the Goods which become necessary, but which could have been avoided by Seller providing Design Data for approval are Seller's responsibility to complete at its expense and within the original delivery schedule.

(b) Bill of Materials and other Documents. Seller must provide Buyer with a complete bill of materials for the Goods, a copy of all concepts, manufacturing, and assembly drawings, schematics, and other engineering information, and thorough documentation regarding the operation and maintenance of the Goods ("Manufacturing Data"). All electronic copies of Design Data and Manufacturing Data shall be in a CAD format that Buyer can accept or translate. Additional copies are to be quoted if requested.

(c) Inspection & Review. During all phases of the design and manufacture of the Goods, Buyer reserves the right to inspect, recommend, and request modifications or changes to the Goods. At any time during normal business hours before delivery, Buyer shall have the right to enter Seller's premises to inspect all Design Data and Manufacturing Data and backups, Goods, materials, and/or components.

(d) Changes. Buyer may at any time request Seller to implement changes to the design of the Goods or to the scope of any services covered by an Order, including services related to inspection, testing or quality control, by written Order Amendment. Seller shall request Buyer to issue an Order Amendment if it determines during development or manufacture of the Goods that modifications to the original design would be necessary to comply with the specifications or to accomplish Buyer's purposes, including in instances



of changed circumstances or new information. Seller and Buyer will negotiate in good faith upon any adjustment in price or delivery schedules resulting from an Order Amendment. Seller shall provide to Buyer full documentation of changes in Seller's costs and the time to implement an Order Amendment. Notwithstanding anything to the contrary, if adjusted, the price shall be adjusted solely to compensate Seller for increased costs of materials, direct labor, and other direct production costs (excluding overhead and profit) necessarily incurred as a result of the changes, and the terms for performance shall be adjusted only for the period actually required to comply with the changes. In the event of any disagreement arising out of an Order Amendment, Seller shall continue performing under the Order, including the manufacture and delivery of Goods and prompt implementation of an Order Amendment, subject to any subsequent adjustment of price or schedule resulting from the parties' good faith negotiations.

(e) Non-Approved Changes. Buyer shall not be required to accept Goods which deviate from the terms and specifications under the Order unless an Order Amendment has been issued by Buyer.

4. Documentation. Seller shall furnish the following information and documentation within the timelines indicated below and in accordance with any specific project timing requirements unless otherwise agreed to by Buyer in writing prior to each milestone. Other requirements may be added as reasonably necessary for completion of the Order. All documentation, whether written or electronic, shall be in English. At a minimum, two (2) sets of the following documents are required. Electronic copies of drawings, schematics, or other engineering items must be in a CAD format Buyer can accept or translate.

(a) Project Timeline. Upon project kick-off, Seller shall provide to Buyer's Project manager weekly Gantt chart schedule updates showing current project status as compared to major project milestones that have been identified by Buyer. These updates must be provided by Seller from project concept until the time of the delivery of the Goods at Buyer's facility.

(b) Additional Design Details for Approval. In addition to Design Data, Seller shall provide to Buyer for approval design details for tooling, work holding, floor plans, site plans, material handling, special equipment, and any other special requirements. This information is provided after the project kick-off but prior to Seller being authorized to begin fabrication, construction, or purchasing materials. The specific requirements and required timing are subject to the requirements of the individual Order.

(c) Foundation and Utilities Drawings. When applicable, Seller shall provide any required design information that can impact other equipment and/or long-lead facility modifications and construction requirements. These design details include any interface of the material described on the Order with Buyer's existing facility or other existing, including any new equipment being installed together with the Goods. This information may include foundation requirements, electrical & utilities requirements, layouts, load rating information, and overall equipment envelope dimensions. Examples include floor attachment requirements, site surveys, press pit designs, in-floor conveyance system trench designs, and paint shop pit designs. This design information shall be provided no later than one (1) month after release of Order and prior to a formal project design submission.

(d) Sequence & Process Flow Diagrams. This documentation can include flow diagrams, equipment & plant layouts, and process design parameters with performance data when required. These documents will be required for submission after issuance of the Order and prior to formal project design submission.

(e) Final Design Prints and CAD. A formal design submission shall be required at the time of the final machine qualification at Buyer's facility. This package shall include any updates to the design and content that have been made since the initial design approval and include updates and amendment that occurred through the qualification and installation periods.

(f) Spare Parts List. A listing of interchangeable components used in the Goods, including as applicable brand of manufacture, manufacturer's part numbers, sizes, and configuration information needs to be provided to Buyer (in Excel format) upon delivery of the equipment and prior to final payment. This listing shall identify components considered to be "wear" items (e.g., components which will need to be replaced



on a regular basis due to routine wear and tear) and any component having lead-times in excess of two (2) weeks. The Seller shall recommend to Buyer quantities of each spare part to maintain on-hand

(g) Circuit Diagrams. Schematic diagrams that shall be provided to Buyer upon delivery of Goods and prior to final payment shall include but is not limited to; hydraulic, pneumatic, coolant, refrigeration, gases, controls circuits, and electrical wiring. These documents should indicate physical location of maintenance and trouble-shooting points (filters, valves, solenoids, indicator lamps, reset buttons, etc.) on the Goods and reference the location(s) of wear and replacement components.

(h) Operation and Set-up Manuals. Documents, electronic files, and manuals outlining the proper set-up, operation, adjustments, changeovers, programming, maintenance & service of the material described in the Order upon delivery of the Goods and prior to final payment.

(i) Service Schedules. Recommended schedules for equipment maintenance, adjustment, replacement of wear items, lubrication, calibration, and cleaning shall be provided to Buyer upon delivery of the Goods and prior to final payment.

(j) Training Services & Materials. As required by Buyer, Seller shall provide training services to Buyer personnel as designated by Buyer's Engineering and Facilities management. Timing and location of this training shall be mutually agreed between Buyer and Seller and is intended to transfer an operating knowledge of the Goods to Buyer. The training should address set-up, operation, and changeovers of the Goods, as well as basic maintenance and troubleshooting of common issues so that Buyer Operations and Facility personnel can become comfortable and confident in use and basic maintenance of the Goods.

(k) Software. When Goods include computer programs, including, where applicable, object code and source code, and any modifications, updates or releases relating thereto ("Software"), Seller shall provide to Buyer unrestricted, freely transferable usage rights and all documentation related to the Software, including user manuals, specifications, technical manuals and supporting materials. No portion of the Software delivered to Buyer will contain any undisclosed features or any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," or other computer software routines or hardware components designed to (i) permit access or unauthorized use of either the Software or Buyer's computer systems, (ii) disable, damage or erase the Developed Software or data, or (iii) perform any other such actions, and the Software shall not contain preprogrammed preventative routines or similar devices which prevent Buyer from exercising the rights granted under an Order and/or from utilizing the Software for the purpose for which it was designed. Seller shall continue to provide support and updates for any Software without additional charge or cost.

5. Delivery.

(a) Responsibility. Seller will make all shipping arrangements including insurance, any rigging at the Seller's site, and transportation management from the manufacturing location to Buyer's facility, unless agreed to in writing prior to release of the Order. Buyer will arrange for the unloading and rigging within Buyer's facility.

(b) Shipping. Seller will: (i) properly pack, mark and ship goods as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations; (ii) route shipments as Buyer instructs; (iii) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the Order; (iv) provide packing slips with each shipment that identify Buyer's Order number and the date of the shipment; and (v) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs. Seller will include on bills of lading or other shipping receipts the correct classification identification of the Goods shipped as Buyer, or the carrier requires. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices must enable Buyer to easily identify the Goods. Unless otherwise specified in writing between the parties, all shipments will be DAP (Incoterms 2000) – Buyer's location.



(c) Delivery Schedules. Deliveries will be made to the address, in the quantities, on the dates and at the times specified by Buyer in the Order or other instructions Buyer issues in writing. Time is of the essence with respect to all delivery schedules Buyer establishes. If the Seller becomes aware of delays impacting the delivery schedule (delays with purchased components, equipment builds, design changes or design issues, etc.), Seller shall notify the Buyer's Engineering and Purchasing immediately upon becoming aware of the cause and shall promptly follow up with additional detail regarding the cause of the delay and actions being taken or considered to resolve the issue. The Buyer and Seller should work together to resolve or mitigate the delay.

(d) Late Delivery. Unless Buyer's actions cause Seller to fail to meet Buyer's delivery schedules, Seller shall be responsible to pay the Buyer a late delivery premium to compensate Buyer for additional costs caused by Seller's delay, as liquidated damages and not as a penalty. Seller agrees to pay Buyer liquidated damages equal to four-tenths of a percent (0.4%) of the price of the Goods for each business day or 2% per week, expressed in percentages from the total Order value, up to total liquidated damages in the maximum amount of ten percent (10%) of the total Order value. Buyer may terminate an Order without liability if delivery and compliance with all acceptance criteria has not occurred within five (5) business weeks of the required date. Notwithstanding the above, if Seller's delay causes Buyer to miss deliveries to Buyer's customers, Seller shall be entitled to recover additional damages, as the liquidated damages described above will be inadequate to cover the actual damages.

(e) Premium Shipments. If Seller fails to have Goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result, Buyer requires Seller to ship the goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay and be responsible for the additional costs of such premium shipment.

(f) Delivery Changes. Delivery date(s) may not be changed unless Buyer and Seller have mutually agreed to, in writing, reschedule the delivery date. A request to change a delivery date(s) must be made in writing by the requesting party in a timely manner such that refusal by the other party will not impact the original delivery date(s).

(g) Release for Delivery. Goods shall not be released for shipment to Buyer's facilities until approved in writing by Buyer.

(h) Specific Performance. Seller acknowledges and agrees that money damages would only partially compensate Buyer for any breach by Seller and would not be a sufficient remedy for any actual, anticipatory or threatened breach of an Order by Seller with respect to its delivery of Goods to Buyer such that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and interlocutory and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages, without establishing a "balance of convenience," and without bond or other security being required.

6. Service and Replacement Parts. For a period of three (3) years following final acceptance of the Goods, Seller will sell to Buyer replacement parts necessary to fulfill Buyer's service and replacement requirements at Buyer's then current price(s) under this Order or Seller's list prices for such parts at the time the Order is issued. For the following ten (10) year period, Seller will continue to sell parts to Buyer to fulfill Buyer's service and replacement requirements at price(s) that are reasonably agreed to by the parties but, in no event, higher than the price offered by Seller to third parties for similar parts. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities. Buyer may purchase replacement parts from parties other than Seller. The Supplier shall provide custom, fabricated, or machined replacement parts (e.g.: non-standard, off-the-shelf, catalogue components) within two weeks (14 days) from the date of receipt of an order from Buyer.



7. Risk of Loss and Title to Goods.

(a) Risk of Loss. All shipments are at the risk of Seller until receipt at Buyer's location or other final destination designated in an Order or other writing by Buyer, regardless of the delivery point pursuant to the delivery terms, unless risk of loss is otherwise assumed by Buyer in writing. Seller shall insure the Goods at their replacement value for the benefit of Seller and Buyer as their interest may appear and provide to Buyer proof thereof. If risk of loss is assumed by Buyer, all risk casualty insurance for replacement value must be provided by Seller for the benefit of Buyer. The cost of any insurance shall be paid by Seller unless otherwise agreed in writing by Buyer. Under no condition will the risk of loss be that of Buyer, unless such insurance is provided. Risk of loss shall not be governed by transfer of title.

(b) Title to Goods. Title to all Goods shall vest in Buyer the earlier of the date of an Order and their identification to an Order. Identification shall occur not later than the date Seller acquires or begins manufacture of the Goods. Buyer's obligation to pay for Goods is limited by the terms of an Order. Seller shall pay all taxes related to ownership, possession or storage of the Goods until Buyer takes possession of the Goods at the destination whether or not title has transferred.

8. Machinery & Equipment Acceptance.

(a) Initial Inspection & Qualification at Seller's Location. (i) The Goods shall be qualified at Seller's facility prior to shipment to Buyer. Per the applicable Buyer equipment specification, Seller shall demonstrate, to Buyer's satisfaction, that the Goods meet the Order requirements including all specifications, options, and/or features and that all specifications, options and/or features are incorporated into the final product. Buyer may, at its discretion, require Seller to demonstrate, in the presence of Buyer personnel, the functionality of any or all features and/or options. (ii) Seller shall provide a reasonable, scheduled time period to perform this qualification testing and shall provide the appropriate corrective action (adjustments, modifications, changes, or repairs) necessary to pass the qualification requirements within the allotted project schedule. (iii) The Goods shall be production ready per the Order specifications. Any deviations must be approved in writing by Buyer Engineering no less than (30) days prior to pre-delivery qualification. (iv) Seller shall provide knowledgeable and competent personnel to aid in the pre-delivery qualification process. (v) Seller shall provide Buyer with written notification sixty (60) days prior to the pre-delivery qualification of any special materials, tooling, fixtures, or training not included with the scope of the Order which are necessary to conduct the equipment qualification testing. (vi) Prior to the qualification testing, Buyer will provide to Seller any required tooling and/or fixtures not included in the Order, production-representative components, and any raw materials required to thoroughly evaluate the Goods. (vii) In the event of an unsuccessful qualification test, Seller will document the necessary corrective actions required to address the performance and/or quality issues. Seller shall correct any non-conformances to the Goods at Seller's expense. In such a case, Seller must maintain the original project schedule and shall remain liable for all liquidated damages and other damages arising from any delay. (viii) Seller shall verify that corrective actions have sufficiently addressed the prior issues. A re-qualification test will be held if deemed necessary by Buyer Engineering. (ix) Only after the completion of a successful qualification run, and approval from Buyer will the Seller be allowed to disconnect the Goods and prepare them for shipment to Buyer's production location.

(b) Installation at Buyer's Location. Unless otherwise agreed in writing by Buyer, Seller agrees that without further charge it shall assist Buyer in the installation of the Goods. Buyer and Seller shall agree in writing on the schedule for such installation and the role of each party in the installation process. Seller shall provide competent on-site technical personnel to perform the installation and start-up of the Goods per normal practices. Said personnel will be present, and make any necessary final adjustments, to successfully complete prove-off at Buyer's facility. Seller shall attach all auxiliary equipment and options not mounted at Seller's facility and ensure proper working order.



(c) Final Inspection & Qualification at Buyer's Location. Upon completion of installation of the Goods at Buyer's facility, a final machine qualification test shall consist of (i) an 8-hour production run with no adjustments allowed, (ii) satisfactory completion of all items in accordance with the Order including any associated documents related to the Order, and completion of the form: ME-012: Facilities / Capital Equipment Plant Run At Rate Approval, with any exceptions noted and approved by Buyer. (iii) In the event of a failure of the Goods during the qualification testing, Seller shall provide to Buyer a written summary of corrective actions, indicating what steps are to be taken to correct the failure(s) and a timeline showing when the work will be completed. In such a case, Seller must maintain the original project schedule and shall remain liable for all liquidated damages and other damages arising from any delay. (iv) Upon acceptance of the proposed corrective actions by Buyer, an additional prove-off run may be required at Buyer's discretion. Additional prove-off requirements do not waive the delivery date nor Buyer's rights under this Order, including liquidated or other damages. Such prove-off will be at Seller's expense. (v) Buyer and Seller will mutually agree as to the corrective actions so as not to compromise Buyer's ability to meet its customer's requirements.

(d) Performance requirements indicated in the equipment RFQ package (e.g.: cycle time, equipment speeds and forces, etc.) are to be met during the Machine Qualification events (ref. Sections 8(a) and 8(c)). At this time, the equipment must demonstrate full compliance to the relevant performance parameters.

9. Maintenance and Safe Use.

Seller shall provide to Buyer with the Goods, in writing, all information necessary: (a) for the safe installation, use, maintenance and repair of the Goods; (b) to maximize the efficient use and useful life of the Goods; and (c) to comply with any applicable labeling, notice, or warning law. Prior to and with the shipment of the Goods, Seller shall furnish to Buyer sufficient warning and notice in writing (including material safety data sheets and appropriate labels on the Goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, customers and end users if applicable, and their respective employees, how to exercise that measure of care and precaution that will best prevent bodily injury (including death) or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Buyer. Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct, in addition to standard material safety data sheets: (i) a list of all ingredients in the Goods; (ii) the amount of all ingredients; (iii) information concerning any changes in or additions to such ingredients; and (iv) other information required by International Material Data System consumer protection laws and conflict minerals standards and regulations.

10. Service and Support.

(a) On-Site. If Buyer's Maintenance staff is unable to resolve functional issues with the purchased Goods, Seller's support personnel will be dispatched to Buyer's facility and must be on site within thirty-six (36) hours of notification if traveling from overseas or twenty-four (24) hours if traveling within North America. If the problem remains unresolved twenty-four (24) hours after Seller's service personnel arrives at Buyer, Seller will dispatch additional resources from the original equipment manufacturer within eight hours of notification, if requested by Buyer.

(b) On-Line. Concurrently, the Seller may elect to provide further remote support at their cost, via Ethernet connection to the Goods to gain advanced knowledge of the downtime incident. This information shall be provided to the on-site Seller's technician to resolve the issue more quickly. At the time of the issue and for the duration of the service call, Buyer will provide access through the facility firewall to the Seller support personnel for remote access to the equipment PLC, computer system, and software. This service shall not be used as a replacement of providing on-site service when required.



(c) Remote. Seller will provide Buyer with a service contact number for normal business hours and a 24-hour emergency telephone contact number. This will allow the Buyer to be in contact with a competent service representative who can respond to basic inquiries regarding repairs and maintenance of the machine. If the provided emergency contact number is an automated or answering service, response time to Buyer by a competent service representative will be no more than thirty minutes from the time Buyer places the original call. This service shall not be used as a replacement of providing on-site service when required.

11. Warranties.

(a) General. Seller warrants to Buyer, its successors and assigns that the Goods shall: (i) be in strict compliance with the samples, Design Data, Production Data, Seller's advertisements and sales presentations, written and oral, statements on labels, Buyer's specifications and Performance requirements, statements of work and other requirements (including content, and compliance specifications) approved or adopted by Buyer as of the date of delivery or such other date provided by Buyer in writing; (ii) be fit for the particular purposes for which they are purchased in the environment in which the Goods are or reasonably may be expected to perform; (iii) be merchantable; (iv) be composed of all new materials and components of the highest quality; (v) be free from all defects, including for example, design, workmanship and materials; (vi) be in strict compliance with all government requirements; (vii) be equipped with state of the art safety equipment and fail-safe safeguarding systems; (viii) be produced by experienced and well trained personnel in a professional and workmanlike manner and in accordance with industry best practices; and (ix) be free of liens. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgement or otherwise, in accepting or performing an Order, shall be null, void, and ineffective without Buyer's prior written consent, signed by its Vice President of Purchasing. Approvals by Buyer of Seller's Design Data, Production Data, drawings, specifications, samples, and other data, are to assist Seller without charge to Seller, but they do not replace, modify, or cause Buyer to share Seller's responsibility and do not waive or limit any warranty of Seller.

(b) Warranty Period. The foregoing warranties will be considered warranties of future performance that continue for the longer of: (i) the longest period provided by applicable law, or (ii) twenty-four (24) months following installation and successful completion of acceptance testing of the Goods (or such longer period as may be specified in the Order). The statute of limitations period applicable to any breach of warranty will be the longest statute of limitation period for breach of contract, products liability or indemnity claims in any applicable jurisdiction.

(c) Notice of Breach. The following communications shall each constitute notice of breach of warranty under an Order: (i) any communication or notice specifying a defect, default, failure to meet performance requirements, claim of defect or other problem or quality issue with Goods; or (ii) any communication to Seller claiming that the Goods are in breach of any warranty or that Seller is in default under an Order. Any such claim of breach by Buyer may only be rescinded in a writing signed by Buyer's Vice President – Purchasing.

(d) Warranty Remedies. If any Goods fail to conform to the warranties during the warranty period, Seller shall service, adjust or replace any non-conforming Goods or components at no charge to Buyer as soon as possible upon written notice from Seller. For Goods installed by Seller, on-site repair, consisting of servicing, adjusting, or replacing part(s), shall be performed at no additional cost to Buyer. For Goods installed by Buyer, non-conforming goods shall be returned by Buyer to Seller, at Seller's cost, and repaired or replacement Goods shall be shipped by Seller to Buyer, DAP (Incoterms 2010). The removal by Buyer of goods to be returned to Seller for repair or replacement and the installation by Buyer of replacement or repaired parts shall be at Seller's expense.

(e) Additional Damages. In addition to Seller's obligations described in the preceding subsection, if any Goods fail to conform to the above warranties, Seller shall compensate and reimburse Buyer for all reasonable losses, costs and damages caused by such nonconforming Goods. Such costs and damages may



include, without limitation, costs, expenses, and losses of Buyer and/or its customers arising from production interruptions (equipment downtime or loss of performance) or slowdowns (cycle time increases).

12. Indemnity, Infringement, Liability, Insurance, and Performance on Buyer's Premises.

(a) Infringement. Seller will defend, hold harmless and indemnify Buyer and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting damages and expenses (including, without limitation, attorney and other professional fees and disbursements) relating to the Goods, including any claims in circumstances where Seller has provided only part of the Goods. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications.

(b) Product Liability. Seller will defend, hold harmless, and indemnify Buyer from and against any liability, damages, and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by the Goods (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or any other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Seller.

(c) Insurance. Seller shall obtain and maintain insurance coverage in the following minimum amounts with reputable and financially responsible underwriters acceptable to Buyer and having an A.M Best rating of at least A-VIII: workmen's compensation - statutory limits for jurisdictions in which work is to be performed; employer's liability-\$1,000,000; comprehensive general liability- with limits not less than \$10,000,000 per occurrence; automobile liability/bodily injury- with limits not less than \$5,000,000 per person for bodily injury and \$10,000,000 per accident for bodily injury, and \$5,000,000 per accident for property damage. An umbrella policy may be used to satisfy the required policy limits. All policies shall be issued by an insurer licensed to do business in the national, state/provincial, and local jurisdiction where Buyer shall use the Goods. The comprehensive general liability insurance shall be an occurrence form of policy and cover global liability arising from products liability, premises, operations, independent contractors, products, completed operations, personal injury, and advertising injury. Buyer shall be named as an additional insured under all policies except workers compensation. The insurance policies will each include a waiver of subrogation in favor of Buyer. Seller also waives subrogation against Buyer. Seller shall furnish to Buyer upon request certificates of insurance completed by its insurance carriers. The purchase of such insurance coverage or the furnishing of a certificate shall not be a satisfaction of Seller's liability hereunder, or in any way modify Seller's obligation to indemnify Buyer.

(d) Performance on Buyer's Premises. If Seller's performance under an Order involves operations by Seller on the premises of Buyer, Seller shall take all precautions necessary to prevent the occurrence of any injury or death to persons or damages to property during the progress of such performances. Seller shall defend and indemnify Buyer against any claim which may result in any way from any act or omission of Seller, its agents, employees or subcontractors on the premises of Buyer. Buyer is not obligated to provide any tools, materials, equipment, or other personal property to Seller. If Buyer does provide such personal property, it shall be as bailor for the benefit of Seller, but without any warranty as to its condition or fitness, and Seller assumes all risks which arise from its use of such property. Seller shall have the sole responsibility for the selection, proper and safe use, and protection of such personal property. Seller must follow all local CSP plant protocols regarding safety and confidentiality while on CSP premises.



13. Insolvency of Seller.

In any of the following, or any similar events, Buyer may immediately terminate this Order without any liability to Seller: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) execution of an assignment for the benefit of creditors by Seller; or (f) any accommodation by Buyer, financial or otherwise, not contemplated by this Order, that are necessary for Seller to meet its obligations under this Order. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Order is terminated, including, but not limited to, all attorney or other professional fees.

14. Property Furnished or Purchased by Buyer or Its Customer for Seller's Use.

(a) Ownership. Unless otherwise agreed in a writing signed by Buyer, all tooling, tooling designs, equipment, equipment designs, material and other property of every description furnished to Seller by Buyer, or acquired or developed by Seller but paid for or to be paid for by Buyer or its Customer as a separate price or amortized in the price of the Goods, and any materials affixed or attached thereto and replacement thereof (all of which constitutes "Furnished Property"), shall be and remain exclusively the personal property of Buyer or its customer and shall be held as an at-will bailment and in trust for the benefit of Buyer or its Customer as their interests may exist. Title to the Furnished Property which is acquired by Seller and its contractors, and the components thereof, shall vest in Buyer upon their acquisition or production even though the Furnished Property is not completed. Seller shall sign separate at-will bailment and other agreements confirming the status of Furnished Property under these Terms and other terms as required by Buyer if requested by Buyer. Seller is also bound by any additional obligations relating to Furnished Property which are contained in Buyer's contract with its Customer. Buyer, in its own name, may enforce such obligations on behalf of its Customer.

(b) Maintenance, Taxes, and Risk of Loss. Seller shall install, maintain, repair, replace and return Furnished Property in good condition and working order, reasonable wear and tear excepted, at Seller's cost.

(c) Markings. Each individual item of Furnished Property (and the container in which it may be stored) shall be plainly and permanently marked or otherwise adequately identified and permanently marked by Seller as the property of Buyer and/or Buyer's customer as directed by Buyer, including pursuant to Buyer's tool/asset tagging procedure, and with the project and part number on which it is used.

15. Compliance with Laws, Standards, and Policies.

(a) Laws and Standards. Seller shall comply with all laws, regulations, and rules applicable at the place of production and delivery of the Goods and with all standards adopted by Buyer and its customers.

(b) Environmental Laws. Seller shall comply with all environmental laws, regulations, and rules applicable at the place of production and delivery of the Goods and with all standards adopted by Buyer and its customers relating to the environment, including, for example:

(i) requiring design and materials to maximize the recycling of Goods and end products; (ii) requiring marking of Goods with material composition; (iii) applicable to handling waste and chemicals; (iv) applicable to reacting to environmental emergencies; (v) applicable to use of reusable packaging; and (vi) requiring compliance with emission standards, including for plants and for manufacturing or importing vehicles and engines. Seller shall obtain and retain third party certificates of compliance with ISO 14001 for all of Seller's facilities that produce Goods or have a significant impact on the environment.

(c) Export and Economic Sanctions Laws. All Goods furnished by Buyer to Seller in connection herewith shall at all times be subject to any and all applicable export control, economic sanctions and anti-terrorism laws and regulations, including those of Canada and the U.S., Nuclear Safety and Control Act, United Nations Act, Special Economic Measures Act, Criminal Code, and in the case of the United States including, but not limited to, 10 CFR Part 810 and U.S. Export Administration Regulations, Nuclear



Technology Regulations, and the embargoes and economic sanctions administered by the Office of Foreign Assets Control. Seller warrants that no Goods, technical data, technology, software or other technical information or assistance furnished by Buyer, or any product thereof, shall be exported or re-exported by Seller or its authorized transferees, if any, directly or indirectly, except to the consignee(s), if any, specified on this Terms, and in accordance with applicable law relating to export control, economic sanctions and anti-terrorism. Further, Seller warrants that no such export or re-export will be made without the prior explicit authorization, in writing, of Buyer and in accordance with any applicable U.S. or other relevant export control, economic sanctions and anti-terrorism laws and regulations to which Buyer is subject. The obligations in this Section shall survive any satisfaction, expiration, termination, or discharge of any other contract obligations.

(d) Seller's Import Obligations. To the extent Goods are to be delivered under these or other terms requiring Seller to deliver with duty and taxes paid to the destination country (e.g., DAP), Seller warrants that Buyer will not be a party to the importation of the Goods, that the transaction(s) represented by an Order will be consummated after importation, and that Seller will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs declaration. Seller also warrants that, under DAP terms, it has resident or non-resident importation rights into the destination country with knowledge of the necessary import laws. If Seller is acting as the importer of record into a country for the delivery of Goods to the Buyer or its designee, including any component parts thereof, associated with an Order, Seller shall provide Buyer required documentation and all necessary information for duty drawback purposes.

(e) Controlled Substances. Seller warrants that each chemical substance constituting or contained in the Goods sold is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et. seq.) as amended, and any similar laws of the jurisdiction of production or destination of the Goods (including without limitation, the Environmental Protection Act in Canada) and that the Goods are not hazardous under any national, state/provincial, and/or local law of the jurisdiction of production or destination, except as clearly stated on the shipping and storage containers.

(f) Conflict Minerals Reporting. Seller warrants that, to its knowledge, no tantalum, tin, tungsten and/or gold ("Conflict Minerals"), contained in any good subject to this order, originated from the Democratic Republic of the Congo or an adjoining country, unless the Conflict Minerals were processed by a facility listed as compliant pursuant to the CFSI Conflict-Free Smelter Program. Seller agrees to cooperate and work with its sub-suppliers in an attempt to ensure traceability of Conflict Minerals at least to smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years, and to provide such documentation to Purchaser upon request.

16. Confidentiality and Intellectual Property.

(a) Confidentiality. At all times prior to, during, and after an Order, Seller shall: (i) maintain the confidentiality of any information disclosed by Buyer, customer, and/or contractor, including any technical, process or economic information derived from drawings, specifications, samples and other data furnished by Buyer in connection with an Order, whether or not identified as "confidential" upon disclosure ("Confidential Information"), (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees or subcontractors for whom such knowledge is essential for performance of an Order, (iii) not use Confidential Information except for performance of an Order; and (iv) not disclose any of the terms of an Order or any details or characterization of Buyer's performance of an Order. Without limiting the direct liability of Seller's employees, subcontractors and others who may have received Confidential Information directly or indirectly from Seller, Seller shall be responsible for the improper disclosure or other misuse of Confidential Information by Seller's employees, subcontractors and others obtaining Confidential Information from Seller, and Seller shall immediately take such steps as may be necessary to terminate any continuing improper disclosure or misuse by any of Seller's employees,



subcontractors and others of which Seller becomes aware. Buyer may, at its sole discretion, elect at any time, by written notice to Seller, terminate the Seller's further use of Confidential Information for any purpose, other than completion of contractual obligations. Upon receipt of such notice, Seller shall, and shall cause Seller's employees, its subcontractors, and others to promptly cease all further use of Confidential Information, return to Buyer all physical materials containing Confidential Information, whether the materials were originally provided by Buyer or copied or otherwise prepared by Seller or any of Seller's employees or subcontractors, and erase or otherwise destroy any Confidential Information kept by Seller or any of Seller's employees or subcontractors in electronic or other non-physical form. Such termination by Buyer shall not affect Seller's continuing obligations in this Subsection. These obligations are in addition to other obligations relating to Confidential Information under other agreements signed by the Parties.

(b) Seller's Non-Confidential Information. Any knowledge or information disclosed by Seller or on its behalf to Buyer, which in any way relates to an Order, shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed confidential or proprietary information, and shall be acquired by Buyer, free from any restrictions (other than restrictions under valid patents), as part of the consideration for an Order, and Buyer may disclose such information.

(c) Specific Disclosures Regarding Patents. Seller shall specifically identify in a writing delivered to Buyer prior to any shipment, all components, processes, tooling, or equipment used in the production of the Goods that are subject to any patent of Seller or third party. Seller shall obtain from third parties for the benefit of Seller, Buyer and Buyer's subcontractors and customers, any rights necessary to make, use and sell the Goods.

(d) Ownership of Background and Developed IP. Each Party shall retain exclusive ownership of all patents, patent applications, inventions, developments, trade secrets, ideas, improvements and other intellectual property rights (hereinafter called "Intellectual Property") which were its property prior to the date of the Order ("Background IP"), provided that Seller hereby grants to Buyer a worldwide, nonexclusive, sub-licensable (to Buyer's Customer(s) under an Order), perpetual, nontransferable and irrevocable during the term of an Order license to use, sell, offer to sell, practice, import, export, modify, display, and perform all Background IP in connection with the Goods. Any Intellectual Property which is conceived, reduced to practice, discovered, invented, and/or developed in the performance of an Order, either by a party alone or jointly with others, shall be owned exclusively by Buyer. Upon request, Seller shall sign all documents and otherwise cooperate with Buyer as necessary to assign, confirm and perfect the exclusive ownership of all such Intellectual Property rights.

(e) Software. Seller grants to Buyer a permanent, paid-up, non-exclusive license to use any software incorporated in the goods, in object code only, only with the goods and only for the purpose of operating the goods. Buyer may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create a derivative work based upon such software, except and only to the extent that such activity is expressly agreed to by Seller or permitted by applicable law. Buyer shall acquire no rights of ownership in the software.

17. Assignment and Change in Control.

Buyer may assign its rights and obligations under this Contract without Seller's prior written consent. Seller may not assign or delegate its rights or obligations under this Contract without prior written consent from an authorized employee of Buyer. In addition, Buyer may terminate this Contract upon giving at least sixty (60) days' notice to Seller, without any liability to Seller, if Seller: (i) sells, or offers to sell, a material portion of its assets; (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that effects a change in the control of Seller; or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a change in the control of Seller.



18. Security and Solvency.

(a) Security Interest. Seller grants to Buyer a security interest ("Security Interest") in the materials, components, contracts, intellectual property, and all other property and any proceeds thereof that may be acquired or allocated by Seller for use in the design, acquisition, assembly, and manufacture of the Goods, including Furnished Property and in the completed Goods ("Collateral") to secure Seller's return of any deposits and Seller's performance of other obligations under an Order. The Security Interest attaches at the time the Collateral is identified to an Order. The Collateral constitutes and will constitute continuing security for the performance of Seller's obligations under an Order including the obligation of Seller to repay to Buyer all monies paid on an Order if Seller defaults under an Order. Seller shall cooperate with Buyer and provide documents reasonably requested by Buyer, to enable Buyer to confirm, create and perfect the Security Interest. Seller grants Buyer an irrevocable power of attorney coupled with an interest to execute and file such documents. All Collateral shall be marked, tagged, or otherwise identified by Seller as being subject to the Security Interest. Buyer may inspect the Collateral during Seller's normal business hours. Seller shall insure and maintain the Collateral for the benefit of Seller and Buyer.

(b) Seller's Financial Information. Upon request by Buyer, Seller shall promptly deliver to Buyer financial statements and/or other financial information that Buyer may reasonably require to demonstrate that Seller will be able to perform its obligations under an Order.

(c) Seller's Representation of Solvency. Seller represents and warrants to Buyer as of the date of each Order: (i) that it is solvent and is paying all debts as they become due; (ii) that it is in compliance with all of its loan covenants and other obligations; (iii) that all financial information provided by Seller to Buyer concerning Seller is true and accurate; (iv) that such financial information fairly represents Seller's financial condition; and (v) that all such financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied. Seller shall provide Buyer notice in writing if Seller becomes insolvent.

19. Audit and Examination Rights.

In addition, Buyer's right to inspect the Goods, components, and Furnished Property at Seller's premises, as previously stated, Buyer also has the right to audit and review all books and records relating to an Order in order to: (i) substantiate any charges and other matters under an Order; and/or (ii) assess Seller's ongoing performance and/or ability to perform its obligations under an Order. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under an Order. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits by Buyer.

20. Force Majeure.

Neither Buyer nor Seller shall be liable for a delay or failure to perform directly attributable to a force majeure event, provided that the party seeking to claim this protection must give written notice of the occurrence of a force majeure event and of the possible delay or non-performance caused by it as soon as reasonably practicable after learning of it. A force majeure event is a cause or event that is beyond the reasonable control of a party and that is not attributable to its fault or failure to exercise due care, including, without limitation, acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances (other than those to Seller's own work force that could have been avoided), epidemics, quarantine, fire, flood, earthquake, explosion not caused by a party's negligence, or any other causes beyond the reasonable control of the party providing notice. Delays or non-performance of a subcontractor or supplier of a party are force majeure events only if and only to the extent that the subcontractor or supplier's delay or non-performance is itself attributable to a force majeure event. Force majeure events do not include any failure to comply with applicable law or to take actions that are



reasonably necessary to schedule performance in anticipation of any event of which public notice has been given, nor does any change in cost or availability of materials, components or services to Seller based on market conditions, supplier actions, labor disruptions or contract disputes. Existence and notice of a force majeure event do not limit Buyer's right to terminate for delay or non-performance, but Seller shall not be liable for damages except as specifically provided. Seller and Buyer shall share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the effects of the force majeure event.

21. Applicable Law, Jurisdiction, Waiver of Liens, and Sovereignty.

(a) Applicable Law and Jurisdiction. An Order is to be construed and enforced according to the laws of the United States of America and the State of Michigan, including the Uniform Commercial Code and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law, provided that Buyer may elect to apply the law of its domicile, for Orders issued outside of North America. The forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, an Order issued in North America shall lie in the appropriate federal or state courts in the State of Michigan, and Seller specifically waives any and all objections to such jurisdiction and venue. The forum, venue, and method of dispute resolution for any legal or equitable action or proceeding arising out of, or in connection with, an Order issued outside of North America shall be in the appropriate court of the country from which the Order was issued, and Seller specifically waives any and all objections to such jurisdiction and venue.

(b) Liens. Seller warrants that no lien shall be filed by Seller or anyone claiming under or through Seller against Buyer, the Goods, the Furnished Property, the site for delivery or installation of the Goods, or Buyer's customer, for materials, labor, services, equipment, or goods furnished as part of the Goods or Furnished Property. Seller waives any right it may have pertained to and agrees not to file or otherwise assert or prosecute or suffer or permit, any mechanic's, storage, materialman's, or other type of liens to be filed or continued against any property of Buyer. Seller shall insert the prior sentence in any lower tier subcontract or purchase order for labor, equipment or materials furnished. If any such lien shall be filed by Seller's direct subcontractor, or any of its lower tier subcontractors, Seller shall take any and all steps necessary for the immediate release and discharge of such lien, in the manner required by applicable law, upon demand by Buyer. Seller shall secure and furnish to Buyer and its Customer, upon request, a waiver of lien from each subcontractor under it.

(c) Joinder. If a Claim arises under or related to an Order or the furnishing of Goods by Seller to Buyer, by or against Seller, which is related to a similar claim by or against Seller in another litigation or in an arbitration, Seller irrevocably consents on the request of Buyer to the resolution of such claims arising under or related to an Order by or against Seller in such litigation or arbitration, which shall be binding on the parties and enforceable in a court of record, provided such joinder is permitted by the applicable procedural law and/or rules of arbitration.

(d) Service of Process. If Seller does not maintain a registered agent or office in the state, province, or country of issuance of an Order, Seller shall appoint a service agent domiciled in the state, province, or country of issuance of the Order to receive process in any proceeding arising under or related to an Order, agreement, or these Terms.

(e) Limitations of Actions. No claims against Buyer can be brought or maintained unless initiated in the proper forum provided herein within one year of the date in which the claim accrued, as determined under the UCC.

22. Arbitration.

If both parties agree in writing, or if Buyer elects, any controversy or Claim arising out of or relating to these Terms or an Order that was issued in North America, shall be settled by arbitration before one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association.



The arbitration shall be held in Wayne County or Oakland County, Michigan. In rendering an award, the arbitrator is bound by the terms of an Order and must apply the substantive law of Michigan other than its principles of choice of law. If the controversy or Claim involves a common issue of fact or law in another arbitration procedure involving the same or different parties, Seller consents to a joinder of all relevant proceedings if requested by Buyer. Each party has the right before or during the arbitration to seek and obtain from the appropriate court provisional remedies such as attachment, claim and delivery, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration. All expenses and fees of the arbitration, including the opposing party's attorney fees, shall be borne by the losing party as determined by the arbitrator and included in the arbitration award. Each party shall advance 50% of the expenses and fees as invoiced by the arbitration organization. The award may be enforced in any circuit court or other court of competent jurisdiction. The arbitration proceedings and award shall be confidential.

23. Publicity.

Without obtaining the prior written consent of Buyer, Seller shall not in any manner advertise or publish the fact that Seller has contracted to furnish Goods to Buyer (or Buyer's customers) or use any trademark or trade name of Buyer (or Buyer's customers) in Seller's advertising or promotional materials. Seller shall not disclose or imply in its marketing that any of Seller's other products are equivalent to the Goods purchased by Buyer. If Seller breaches this Section, Buyer shall have the right, among its other remedies, to cancel the undelivered portion of any Goods covered by an Order and shall not be required to make further payments except for conforming Goods delivered or services rendered prior to cancellation.

24. Entire Agreement and Modifications.

An Order, with these Terms, is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supersedes all prior agreements, written or oral. There are no understandings, inducements, commitments, conditions, representations, or warranties of any kind, whether direct, indirect, collateral, express or implied, oral or written, to Seller from or on behalf of Buyer other than as contained in these Terms or in an Order. No course of prior dealings between the parties and no usage of the trade may be used by Seller to supplement or explain any term used in an Order. All modifications must be in a writing signed by Seller and Buyer, except as otherwise provided in an Order.

25. Waiver.

The failure of either party at any time to require performance by the other party of any provision of an Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of an Order constitute a waiver of any succeeding breach of the same or any other provision. Payment or performance by Buyer shall not constitute a waiver of any breach, right or remedy.

26. Relationship of Parties.

Seller and Buyer are independent contracting parties and nothing in an Order shall make either party the agent, joint venture, or legal representative of the other for any purpose whatsoever, or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Although third parties may be referenced, there are no third-party beneficiaries to an Order, except as specifically provided.

27. Severability.

If any of these Terms or another term in any Order is invalid or unenforceable under any statute, regulation, ordinance/by-law, or any other rule of law, such term shall be reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance/by-law, order or rule, and the remaining



provisions of an Order shall remain in full force and effect. Any declaration of unenforceability of a provision hereof shall be as narrow as possible and shall not void the Order or any other provision of the Order.