

GENERAL TERMS AND CONDITIONS

1. Relationship

- 1.1. **The Materials.** Subject to the exclusive terms and conditions of these Terms and Conditions of Purchase ("T&C"), Seller agrees to sell to LUXIT Group or its subsidiary(ies) or affiliates ("Buyer") the goods, services, or material identified in the order ("the Material"). Unless stated otherwise on the face of Buyer's Purchase Order, this is a requirements contract, and Seller is obligated to supply Buyer with its production, replacement, and service parts requirements of the Material throughout the applicable production life and service life of the program, including the service-parts obligations set forth in Section 5.6. For the avoidance of doubt, designation of a Purchase Order as a requirements contract does not obligate Buyer to source all of its requirements exclusively from Seller and does not limit Buyer's right to dual-source, multi-source, re-source or otherwise allocate any portion of its requirements to one or more alternate suppliers.
- 1.2. **Acceptance of the Agreement.** The T&C, together with the Purchase Order (collectively, the "Agreement"), will be deemed an offer by Buyer. Seller accepts the T&C and Purchase Order upon either its written acceptance or upon commencement of any required work or service, under the Purchase Order. Seller's acceptance will be limited to the express written terms of the Agreement. Any new or additional terms contained in Seller's acceptance documents, or otherwise proposed by Seller, will be considered nonconforming terms and are unacceptable and expressly rejected by Buyer and will not become a part of the Agreement. Seller acknowledges that: (i) a request for quotation or similar document issued by Buyer is not an offer by Buyer; and (ii) any response by Buyer to a request for quotation or similar document issued by Seller is not an offer by Buyer. The Agreement may be modified or amended only as specified in the Agreement.
- 1.3. **Order of Precedence.** In the event of a conflict among documents forming part of the Agreement, the following order of precedence will apply unless Buyer expressly agrees otherwise in writing: (i) a written amendment or change order signed or issued by an authorized representative of Buyer, as applicable; (ii) the Purchase Order; (iii) applicable Customer Specific Requirements ("CSRs"), whether identified by Seller pursuant to Section 2.6 or communicated by Buyer; (iv) the Supplier Quality Manual; (v) these T&C; and (vi) drawings and specifications. Seller terms will apply only if expressly accepted in writing by an authorized representative of Buyer.
- 1.4. **No Exclusive Supply.** Unless expressly agreed otherwise in writing by an authorized representative of Buyer, nothing in the Agreement grants Seller exclusive supplier status or obligates Buyer to purchase any minimum percentage or share of its requirements from Seller. Buyer reserves the right, at any time and in its sole commercial discretion, to dual-source, multi-source, re-source, transfer, reduce or otherwise allocate business among alternate suppliers, including for purposes of cost competitiveness, quality, capacity, delivery performance, risk mitigation, business continuity or customer requirements. Seller shall reasonably cooperate with Buyer in connection with any such sourcing or allocation decision.

- 1.5. **Continuous Improvement.** Seller acknowledges that continuous improvement is an ongoing requirement of the automotive industry and agrees to continuously evaluate and improve its performance throughout the production and service life of each program. Such continuous improvement efforts shall include, as applicable, quality, delivery, productivity, cost competitiveness, manufacturing efficiency, capacity utilization, sustainability, technology, supply-chain resilience and risk reduction. Seller shall actively participate in Buyer's supplier development and continuous improvement initiatives and shall implement reasonable corrective, preventive and improvement actions identified through performance reviews, audits, quality activities or mutually agreed improvement plans.

2. **Quality**

- 2.1. **Qualification Audit.** Prior to start of business with Buyer, if requested by Buyer, Seller will participate in a Qualification Audit ("Audit"). The Audit will include an on-site review of Seller's facilities by member(s) of Buyer's and Buyer's customer's organizations. If there is a determination that an unsatisfactory condition exists with respect to any matter covered by the Audit, then Seller will receive written notice of the condition and, within fourteen (14) days upon receipt of such notice, will provide Buyer with a written corrective action plan reasonably satisfactory to Buyer. The parties agree that if Seller fails to timely provide or implement an acceptable corrective action plan to the reasonable satisfaction of Buyer, then Buyer may rescind or terminate the Agreement for cause pursuant to Section 13.1.2.

2.2. **Compliance to Quality Procedures.**

- 2.2.1. Seller will comply with the Supplier Quality Manual and all additional requirements upon which both parties mutually agree in writing. Seller acknowledges and understands that the Manual may be periodically updated, revised and amended and that it is Seller's obligation to comply with the Manual at all times. Seller's obligations under this Section are in addition to, and do not limit, Seller's independent obligation to identify and comply with all applicable Customer Specific Requirements pursuant to Section 2.6.
- 2.2.2. Seller must ensure that its quality assurance system is certified to ISO 9001 or IATF 16949, as modified from time to time, or similar standards applicable to the Materials as specified by Buyer. Seller acknowledges that Buyer is IATF 16949 certified and agrees to take actions reasonably requested by Buyer to assist Buyer in maintaining its certification. Buyer and its customers will have the right during reasonable business hours and upon at least five (5) business days' prior written notice to inspect the Seller's facilities and to perform quality audits with respect to the Materials provided; provided, however, that Buyer may conduct an audit on shorter notice when reasonably necessary due to a quality incident, customer or regulatory requirement, suspected noncompliance, supply disruption, or other urgent circumstance. Seller agrees to participate in all Buyer supplier quality and development programs and implement recommended outcomes. A positive outcome of a compliance audit or implementation of quality recommendations will not relieve Seller of any liability under this part.

- 2.3. **Verification.** The Buyer's customer or customer's representative will be afforded the right to verify at the Seller's premises and the Buyer's premises that product and process conform to specified requirements.
- 2.4. **Inspection and Rejection.** Buyer will have the right to inspect any Material after delivery and before acceptance and reject any Material which is non-conforming. If Material is rejected, the quantities will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace Material rejected by Buyer as non-conforming unless directed by Buyer to do so. Non-conforming Material will be held by Buyer for disposition in accordance with Seller's instructions, and at its cost, for three (3) days after notification of rejection, or such shorter period as may be commercially reasonable under the circumstances. If Seller fails to provide timely disposition instructions, Buyer may, at its option, charge Seller for storage and handling or dispose of such Material without liability. Payment for non-conforming Material will not constitute an acceptance, or impair, limit or otherwise restrict Buyer's right to claim any legal or equitable right, nor will it relieve Seller of any responsibility or liability for defects or breach of warranty that are discovered after delivery, payment or acceptance.
- 2.5. **Corrective Action.** In the case of any defective or damaged Material, including but not limited to non-compliance with Seller's Quality System requirements as set forth in this Section 2, Seller agrees (i) to initiate any required corrective action within 24 hours from the date that Buyer requests such action, (ii) to provide Buyer with a written corrective action report explaining the cause of the defect or damage within 5 business days of such date, and (iii) to provide Buyer with a written report identifying the short and long term action being taken by Seller to prevent or avoid similar defects or damage in the future within 15 working days of such date. The short-term action is defined as the immediate corrective action to ensure the defective, damaged, or otherwise not in conformity Material is contained within 24 hours of the occurrence. The long-term action is defined to be the root cause analysis and resulting actions to ensure the occurrence will not reoccur. Notwithstanding anything in the T&C to the contrary, the parties agree that if Buyer is not reasonably satisfied that the short and long term corrective action as set forth above will be sufficient to prevent or avoid similar defects or damage in the future, or if Seller fails to take the short and long term corrective action in the manner and the time period set forth in the submitted report, Buyer may terminate the Purchase Order pursuant to Section 13.1.2 with respect to the particular part numbers of Material as applicable or the entire Agreement by providing written notice 30 days prior to termination.
- 2.6. **Additional Quality Requirements for Automotive Suppliers.**
- 2.6.1. **Customer and Program Identification.** Seller shall identify and maintain accurate records of the applicable LUXIT program, part number(s), and end customer/OEM associated with each Material supplied to Buyer. Seller shall promptly request clarification from Buyer if the applicable end customer or program cannot reasonably be identified from the information available to Seller. Lack of such identification shall not relieve Seller of its obligations under this Section.
- 2.6.2. **Customer Specific Requirements.** Seller is solely responsible for identifying, obtaining, reviewing, understanding, monitoring for changes to, and complying with all applicable Customer Specific

Requirements (“CSRs”) of the applicable end customer/OEM for each program and Material supplied to Buyer, including requirements relating to quality, capacity, manufacturing, testing, validation, PPAP, change management, traceability, packaging, labeling, delivery, warranty, service parts, sub-tier management, and other applicable customer requirements. Seller shall review the applicable CSRs prior to quotation and award, prior to PPAP, prior to Start of Production (“SOP”), and periodically thereafter throughout the production and service life of the applicable program to ensure continued compliance with the then-current requirements.

For convenience, CSRs published by certain automotive OEMs are available through the International Automotive Task Force (“IATF”) Customer Specific Requirements webpage: [Customer Specific Requirements – International Automotive Task Force](#)

The foregoing website is provided solely as a reference and convenience to Seller and shall not constitute a representation or warranty by Buyer that the website contains all requirements applicable to a particular customer, program, Material, or Seller. If an applicable customer or requirement is not available through the foregoing website, or if Seller is uncertain as to the applicable CSR or its current revision, Seller shall contact Buyer’s Quality Department and request the applicable information before proceeding.

Seller’s failure to identify, obtain, review, request, monitor, or otherwise become aware of an applicable CSR, including any revision or update thereto, shall not excuse Seller’s noncompliance or relieve Seller of any obligation, warranty, responsibility, or liability under the Agreement.

- 2.6.3. **Flow-Down to Sub-Tier Suppliers.** Seller shall identify and flow down all applicable CSRs and other customer requirements to its subcontractors and sub-tier suppliers to the extent applicable to the Materials, components, processes, or services provided by such parties. Seller shall verify compliance throughout its supply chain and remains fully responsible to Buyer for the acts, omissions, and compliance of its subcontractors and sub-tier suppliers as if they were acts, omissions, or compliance of Seller.
- 2.6.4. **Customer Approvals and Process Changes.** Seller shall obtain all approvals required by the applicable CSRs, Buyer requirements, and applicable customer systems before implementing any process, product, material, manufacturing location, tooling, sub-supplier, or other change requiring approval. Buyer assistance, review, submission, approval, or communication with Buyer’s customer shall not relieve Seller of its responsibility to identify and satisfy all applicable requirements.
- 2.6.5. **Quality Planning, PPAP and Capacity.** Sub-components not considered low risk shall have Quality Planning and Process Approval led by Seller and followed with a Level 3 PPAP submission, or such other submission level as may be required by Buyer or the applicable CSR. Samples submitted for PPAP shall be properly stored, preserved, and handled, as applicable. Seller shall verify sub-tier capacity for each component and identify and address any bottlenecks.
- 2.6.6. **Production Demonstration Run.** Seller shall notify Buyer of Production Demonstration Runs (“PDR”) and other events required to be witnessed by Buyer or Buyer’s customer in accordance with

the applicable CSR, Buyer requirements, or program-specific requirements. Any program-specific PDR requirements communicated by Buyer supplement, but do not replace, Seller's independent obligation to identify and comply with the applicable CSRs.

- 2.7. **Shipping and Receiving.** Time is of the essence, and if delivery of items or rendering of services is not completed by the time promised, Buyer may, without liability and in addition to its other rights and remedies, (i) terminate the applicable order or release as to items not yet shipped or services not yet rendered, (ii) purchase substitute items or services elsewhere, and (iii) recover from Seller all reasonable and verifiable costs and damages incurred by Buyer to the extent resulting from Seller's failure to perform, including premium freight, sorting, rework, containment, line-stoppage, customer chargebacks and reasonable administrative costs. Buyer will accept no C.O.D. shipments unless expressly authorized in writing.

3. **Specifications, Confidential Information, Intellectual Property**

- 3.1. **Confidential Information.** For purposes of the Agreement, "Confidential Information" means, with respect to either party as the disclosing party, (i) any written specifications for the Materials and the processing thereof provided by such party; (ii) any other business or technical information disclosed by such party, whether orally, visually, electronically or in writing, including information relating to Materials, customers, suppliers, business practices, products, designs, inventions, pricing, forecasts, or research and development; and (iii) the terms and conditions of the Agreement. Confidential Information will not include information that the receiving party can establish by written documentation: (a) was in the public domain at the time of disclosure or thereafter entered the public domain through no fault of the receiving party; (b) was independently developed by the receiving party without use of or reference to the Confidential Information; or (c) was lawfully obtained by the receiving party from a third party without restriction. Each party will safeguard the other party's Confidential Information using at least reasonable care and no less than the care used to protect its own confidential information of a similar nature, and will use such Confidential Information solely for purposes of performing under or administering the Agreement. Disclosure may be made only to employees, contractors, officers, directors, professional advisors, agents and representatives who have a need to know and are bound by confidentiality obligations at least as protective as those contained herein, or as required by applicable law. Nothing in this Section limits Buyer's ownership or other rights under Section 3.2 or Seller's obligations under Section 15.16 concerning artificial intelligence and Buyer Confidential Information.
- 3.2. **Intellectual Property.** Buyer remains the owner of Confidential Information and any drawings, models, patterns, tools, dies, jigs, specifications of delivery or other documents (collectively "Intellectual Property") that: i) Buyer provides to Seller, ii) Buyer jointly develops with Seller, iii) Buyer agrees to reimburse or pay Seller for or iv) Seller develops while preparing to perform, or performing under, this Agreement. Without Buyer's written consent, such Intellectual Property may not be used for the Seller's own purposes or for any other purpose or made available to third parties and may be used only for the purpose of the delivery of Materials to Buyer. Buyer may request at any time that such Intellectual Property be returned. Seller will not, without first obtaining the written consent of Buyer, in any manner

publish Buyer's name or otherwise indicate that Seller has furnished, or contracted to supply, Materials to Buyer.

- 3.3. **Production Rights.** Buyer does not grant or convey to Seller any ownership or other rights in, and Buyer reserves all rights to use, all tooling, drawings, designs, patterns, materials, Confidential Information or other information belonging to Buyer or supplied by or on behalf of Buyer. Nothing in the Agreement precludes Seller from producing, manufacturing or designing goods for third parties, provided that Seller does not use or incorporate Buyer's Confidential Information, Intellectual Property, designs or specifications, does not use Buyer-owned Tooling, and does not otherwise violate the Agreement.
- 3.4. **Customer Relationships.** Seller shall not knowingly circumvent Buyer by soliciting or quoting directly to Buyer's customer for business that has been awarded or sourced to Buyer and for which Seller obtained the opportunity, specifications, pricing, program information or other Confidential Information through Buyer, unless Buyer provides prior written approval. This restriction applies during the applicable program and to replacement or successor business substantially derived from the business sourced to Buyer, but does not prohibit Seller from pursuing unrelated business independently developed without use of Buyer's Confidential Information or Intellectual Property. Seller shall not make statements to Buyer's customers that are knowingly false, misleading or materially damaging to Buyer concerning Buyer, the Materials or Seller's performance under the Agreement. Seller shall promptly notify Buyer of material communications from Buyer's customer concerning the Materials, quality, delivery, supply continuity or Seller's performance under the Agreement.

4. **Process Change**

Seller agrees to manufacture, process, and package all materials in strict conformity with any purchase specifications and bill of material furnished by Buyer. At the request of Buyer and prior to delivery of any new or changed Materials, the Seller will provide samples to Buyer for the purposes of inspection and testing. Seller may not alter the function, appearance, characteristics, material or production method or processes, manufacturing location, subcontractors, or material suppliers without advance written approval from Buyer. For all changes, Seller will comply with the requirements of Section 2.6, applicable Customer Specific Requirements, Production Part Approval Process requirements, and all other applicable industry requirements. Buyer's final approval of samples will not affect the Seller's liability for any defects in the Materials or relieve Seller of responsibility for compliance with applicable CSRs.

- 4.1. **Counterfeit Goods.** In addition to Seller's other warranties, Seller warrants the Goods delivered pursuant to this Order shall: (i) be new; (ii) be and only contain materials obtained directly from an Original Material Manufacturer (OMM), Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM), (collectively, hereinafter, the Original Manufacturer (OM)) or a source with the express written authority of the OM or current design activity, including an authorized aftermarket manufacturer; and (iii) not be and not contain Counterfeit Items. In addition to other remedies available to LUXIT, if Seller delivers Goods to LUXIT that do not conform to the foregoing warranty, at LUXIT's election, Seller shall bear the expense of remedial costs including but not limited to repair, rework, replacement, and corrective action.

5. Delivery

- 5.1. **Delivery Date.** The delivery date will be the date designated by Buyer in written material releases or other writing. The parties agree that in the event that Seller fails to deliver any order/release for Material on the delivery date, Buyer, in addition to other rights or remedies it may have, will be entitled, at its option, to cancel the order/release for the Material which was not timely delivered without any obligation or liability to Seller and to purchase such Material from a third party.
- 5.2. **Performance Obligation.** As time is of the essence, Seller will deliver all orders for Material 100% "on time." The term "on time" will mean the date, or during the period, stated in the delivery schedule provided by Buyer.
- 5.3. **Corrective Action.** Should at any time Seller fail to deliver required Materials per the delivery date, Seller will incur all costs of expedited delivery and any other reasonable and verifiable cost that may be made necessary to make such a delivery to Buyer and Buyer's customer.
- 5.4. **Material Surplus.** Material Surplus is defined to be material manufactured by Seller in advance of normal flow time or delivery of any Material in advance of Buyer's schedule. Should at any time Seller have a Material Surplus made to Buyer's specification, Seller will not sell the Material Surplus to anyone but Buyer. If Buyer chooses to not purchase said Material Surplus product, Seller guarantees to destroy Material Surplus within 30 days of Buyer's decision to not purchase. Seller will certify the destruction of the Material Surplus, specifying the quantity of product destroyed and method of destruction, within 3 days of occurrence of destruction. Seller will be responsible for all costs incurred as a part of said destruction and Buyer will have no liability to, or duty to pay or reimburse, Seller for Material Surplus.
- 5.5. **Capacity.** Seller represents that its production capacity is based on a tooling and production plan capable of supplying Material to support Buyer's peak daily and annual requirements. Seller shall maintain sufficient production capacity, including reasonable surge capability, throughout the applicable program life and shall immediately notify Buyer in writing of any actual or anticipated capacity constraint that could affect quality, delivery, production, or service-parts requirements.
- 5.6. **Service Parts Support.** Seller acknowledges that Buyer supplies products to the automotive industry and that OEM and end-customer service obligations may continue after End of Production ("EOP"). Seller shall maintain the manufacturing capability, production capacity, Tooling, approved sub-suppliers, qualified personnel, documentation, manufacturing processes and quality systems necessary to supply service parts for a minimum of fifteen (15) years after EOP, or longer if required in writing by Buyer or Buyer's customer. Seller shall not discontinue production, relocate production, materially change an approved manufacturing process or sub-supplier, or otherwise take an action that could impair service-parts supply without Buyer's prior written approval. Seller shall cooperate with Buyer to preserve low-volume manufacturing capability throughout the required service period. Service-part pricing shall be agreed in writing and shall be based on reasonable, documented incremental costs associated with low-volume service production; Seller may not unilaterally increase service-part pricing, and Seller shall not include tooling or other capital costs previously paid or amortized by Buyer.

- 5.7. **Obsolescence and Last Time Buy.** Seller shall provide Buyer with written notice as soon as Seller becomes aware, and where reasonably foreseeable at least twenty-four (24) months in advance, of any component, raw material, sub-component or manufacturing process becoming obsolete, discontinued or unavailable in a manner that could affect production or service-parts supply. Seller shall submit a documented Last Time Buy ("LTB") proposal and transition or lifetime-supply plan and shall cooperate with Buyer in validating replacement materials, processes or alternate sources to avoid interruption of supply.

6. **Forecasts**

Buyer may issue rolling forecasts covering up to twelve (12) months, or such other planning horizon as Buyer may determine, and may update such forecasts from time to time. Forecasts are planning estimates only and are subject to change based on Buyer's customer and consumer demand. Only quantities expressly identified by Buyer as "Firm," "Authorized," or equivalent in a Purchase Order, EDI release, or other written authorization constitute a Firm Release. Unless Buyer expressly identifies a different firm period, the first thirty (30) days of each release are firm. A firm release period may vary by part number where Buyer expressly identifies a different binding horizon in the applicable Purchase Order or EDI release. Seller will not manufacture Materials or procure raw materials in excess of Firm Releases. Any non-cancellable/non-returnable ("NCNR") or long-lead material commitment outside a Firm Release will be at Seller's sole risk unless specifically authorized in writing by Buyer in advance. If Buyer cancels or reduces a Firm Release, or cancels or reduces an NCNR or long-lead commitment specifically authorized in writing by Buyer, Buyer's responsibility, if any, will be limited to Seller's reasonable, documented, actual net cost of unavoidable inventory directly attributable to the applicable Firm Release or written authorization, subject to Seller's commercially reasonable efforts to cancel, return, reuse, resell, reallocate or otherwise mitigate such inventory. Buyer will have no liability for unapproved quantities, speculative or advance purchases, standard-stock or readily marketable items, markup, profit, overhead, or inventory exceeding the applicable Firm or authorized quantity. As a condition to any payment, Seller shall provide reasonable supporting documentation and, upon Buyer's request, transfer title and possession to Buyer of inventory for which Buyer reimburses Seller. Seller acknowledges that forecasts do not create minimum purchase obligations and will maintain sufficient capacity to support Buyer's actual requirements in accordance with Section 5.5.

7. **Productivity and Price Competitiveness**

For high volume serial production orders only

- 7.1. **Base Price.** The base price and any future year-over-year cost reductions for each part number of Material ordered by Buyer during the term from Seller will be the price set forth in the Purchase Order. Unless otherwise stated, the purchase price: (i) is a firm fixed price for the duration of the Agreement and not subject to increase for any reason, including increased raw material costs, increased labor, currency fluctuations or other manufacturing costs, increased development costs, or changes in volumes or program length from those estimated or expected; (ii) is inclusive of all federal, state,

provincial, and local taxes and any duties applicable to provision of the Supplies; and (iii) is inclusive of all storage, handling, packaging and all other expenses and charges of Seller.

- 7.2. **Maintaining Price Competitiveness.** Seller will be, at all times, competitive in price, quality, performance and fulfillment of obligations. If Seller is determined by the Buyer not to be competitive, especially on pricing, Buyer will be entitled to re-source any or all parts to a more competitive source.
- 7.3. **Productivity.** If specified in the Purchase Order or other agreement, Seller agrees to lower its price at the end of each one (1) year period for the term of this contract.
- 7.4. **Prices & Invoices.** All taxes are for the account of Seller unless specifically and separately stated on the front of the invoice and accepted by Buyer. No invoice will be rendered at a price higher than that stated on this purchase order unless authorized in writing by Buyer. No extra charges will be accepted against any purchase order without written approval of Buyer, unless otherwise indicated on the face of this purchase order; shipping and handling costs are included in the amount set forth therein unless otherwise indicated on the face of this purchase order. Any due date or discount date will be calculated from the delivery date or the date the invoice is received by Buyer, acceptable in accordance with the terms and instructions contained herein. Buyer accepts no changes on any invoices with respect to liquidated damages or delinquent charges.
- 7.5. **Price Adjustment Requests.** No price increase or surcharge will be effective unless approved in writing by an authorized representative of Buyer. Any request for a price adjustment shall include reasonable supporting documentation identifying the underlying cost drivers, the requested effective date and evidence of mitigation actions taken by Seller. Submission or discussion of a request does not relieve Seller of its obligation to continue performance under the existing Agreement pending Buyer's written approval.
8. **Shipment and Payment Terms**
- 8.1. **Premium Charges.** Seller will be responsible for any premium freight charges required in order for Seller to deliver an order by the applicable delivery date or remedy a past due situation found to be the responsibility of Seller.
- 8.2. **Invoices.** Separate invoices for each order are required. Seller will invoice no later than ten (10) days of delivery. Invoices and packing lists must be sent by e-mail to the AP representative for each business unit. For shipments that will cross national borders (exports) the required documentation must be provided to parties identified by the Buyer no later than the time of shipment.
- 8.3. **Payment.** Buyer will make payment for conforming Materials at the price stated in the Agreement. Payment terms will be those specified in the applicable Purchase Order or otherwise agreed in writing by an authorized representative of Buyer. Any cash discount or payment privilege to Buyer will be extended until the applicable invoice and required compliance documentation are received. Unless otherwise stated in the Agreement, all payments are in U.S. Dollars. Seller represents and warrants that prices charged to Buyer will be no less favorable than prices Seller offers to similarly situated customers

for comparable goods, volumes, commercial terms and conditions. In addition to any other remedy available to Buyer, Buyer may set off any amounts owed by Seller or any of Seller's affiliates to Buyer or any of Buyer's affiliates against amounts otherwise payable to Seller, to the extent permitted by applicable law.

- 8.4. **Packing and Cartage.** Packaging and cartage are included in the cost of the part unless otherwise expressly stated in the Purchase Order. Damage to any items not packed or labeled to ensure proper protection will be charged to Seller. Shipping documents and a separate invoice for each shipment under this order must be provided to the Buyer location issuing the order on the day shipment is made. A packing list must accompany each shipment. Each package, invoice, bill of lading and shipping notice must be plainly marked with Buyer's purchase order number and applicable part numbers.

9. **Warranty**

- 9.1. **Warranty.** The Seller warrants that the Materials:

9.1.1. will conform to drawings, materials, descriptions, specifications and bill of materials designated by Buyer and with all samples approved by Buyer.

9.1.2. will be of merchantable quality and fit and sufficient for the particular purposes intended, new, best available technology, safe, of first-class materials and workmanship and free from defects, contamination and rust.

9.1.3. will be packaged and marked correctly.

9.1.4. if designed by Seller, free from defects in design.

9.1.5. will comply with all Laws, in accordance with Section 15.

9.1.6. will not infringe any patents, copyrights or other proprietary rights of Seller or others, and

9.1.7. will be free from all liens and encumbrances.

9.1.8. will comply with all applicable Customer Specific Requirements and other customer requirements identified pursuant to Section 2.6.

- 9.2. **Warranty Period.** The warranty period will be the longest of: (i) twenty-four (24) months from delivery of the applicable Material to Buyer; (ii) the warranty period applicable to the product into which the Material is incorporated that Buyer is required to provide to its customer, but only to the extent a warranty claim is attributable to the Material; (iii) any longer period stated in the Purchase Order or applicable Customer Specific Requirements; or (iv) any longer period required by applicable law. Repaired, replaced or reprocessed Materials will be warranted for the longer of the remainder of the original warranty period or twelve (12) months after repair, replacement or reprocessing. All warranties

of Seller extend to future performance of the Materials and are not modified, waived or discharged by delivery, inspection, testing, acceptance or payment. Buyer's or Buyer's customer's review, approval, audit, inspection, acceptance, assistance, or approval of any design, drawing, material, process, specification, PPAP submission or other documentation will not relieve Seller of these warranties or of Seller's responsibility for compliance with applicable CSRs. Seller waives any right to notice of breach to the maximum extent permitted by applicable law.

- 9.3. **Non-conformity and Recovery Costs.** In the event that Buyer determines that any Material is defective, damaged or otherwise not in conformity, Buyer may reject the Material and, in such case, Buyer will not be obligated for payment of the purchase price and may cancel the order/release without obligation or liability. Should Seller not make whole on promised Material or, if Buyer has already paid for the Material in question, Seller will, at Buyer's option, either: (i) replace or reprocess the Material, or (ii) reimburse Buyer for the purchase price of the Material. In addition, Seller shall reimburse Buyer for all reasonable and verifiable costs resulting from Seller-caused nonconformities or failures, including, as applicable, customer chargebacks, premium freight, sorting, rework, containment, line stoppage, warranty and recall costs, engineering support, travel, repackaging, manufacturing, transportation and reasonable administrative costs, including costs arising from Seller's or its subcontractors' or sub-tier suppliers' failure to comply with applicable CSRs.

10. Insurance

Without limiting Seller's liability, Seller and its subcontractors agree to furnish certificates from their insurance carriers showing that they carry Workers' Compensation, Commercial General Liability, including Products Liability (at a minimum of \$5,000,000 per occurrence), Completed Operations and Contractual Liability, "All Risks" Property (including, but not limited to, coverage for tooling and material maintained by Seller and owned by Buyer), Recall and Comprehensive Automobile insurance coverage within 10 days of Buyer's written request. Certificates must show the amount of coverage, number of policy, and date of expiration, and in respect to Product Liability coverage, must name Buyer as an additional named insured. Seller may not terminate or modify insurance coverage without informing Buyer in advance and showing new equivalent coverage.

11. Bailed Property

- 11.1. **Property Damage.** Seller bears all responsibility for loss of and damage to any property owned by Buyer and in Seller's possession or control for use in performing under the Agreement, including responsibility for loss and damage which occur despite Seller's exercise of reasonable care, except to the extent such loss or damage is caused solely by Buyer's gross negligence or willful misconduct or constitutes ordinary wear and tear from authorized use. Seller will: (i) properly house and maintain such property on Seller's premises; (ii) prominently mark it property of Buyer; (iii) adequately insure such property against loss or damage; and (iv) refrain from commingling it with the property of Seller or with that of a third party.
- 11.2. **Liens.** Seller affirmatively waives any lien, whether based in statute or common law, that Seller might otherwise have on any Materials or Buyer's property for work done thereon or otherwise. Seller will assign to Buyer any claims against third parties with respect to Buyer's property. Upon request, Seller

will immediately deliver such property at Buyer's option F.O.B. Buyer's premises (CIF Buyer Plant/Delivered Buyer Plant), properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller will cooperate with Buyer's removal of the property from Seller's premises. Seller's cooperation with delivery and removal of Buyer's property is not contingent on final payment unless final payment is both undisputed and overdue.

- 11.3. **Tooling.** Special dies, jigs, tools, patterns, fixtures and gages and/or other equipment that is dedicated to the production of Materials (collectively "Tooling") used in connection with the Materials for which Buyer has agreed to pay Seller (whether paid separately or amortized in the price of the Materials) will be or become the property of Buyer upon fabrication or acquisition by the Seller, regardless of payment. Buyer and its customers will have the right during reasonable business hours, and upon at least two (2) days prior written notice, to inspect the Tooling. All Tooling supporting service parts for electronics and assembly products shall be retained and maintained to preserve low-volume manufacturing capability for a minimum of fifteen (15) years following End of Production ("EOP"), or longer if required in writing by Buyer or Buyer's customer. No such Tooling may be scrapped, sold, transferred, relocated or otherwise disposed of without Buyer's prior written approval.

12. Indemnification and Products Liability

- 12.1. **General.** Seller will indemnify and hold Buyer and Buyer's customers harmless from and against any and all claims, damages, recall and other costs, liabilities and expenses (including without limitation, actual attorneys' fees) incurred by reason of any breach of warranty made by Seller or other obligation by Seller under the Agreement, any defect or unsafe condition with respect to any Material, or any failure by Seller or its subcontractors or sub-tier suppliers to comply with applicable Customer Specific Requirements. If Seller is obligated to indemnify under this Section, then Buyer may at its option participate in the defense of any claim with its own counsel, at Seller's expense.
- 12.2. **Infringement.** The Seller will defend, indemnify and hold Buyer and Buyer's customers harmless against any and all liabilities, damages or expenses (including actual attorney fees) which may be incurred in connection with any suit, claim, judgment or demand asserting that any Material purchased by Buyer infringes upon any patent or other intellectual property rights, whether such infringement is caused by the manufacture, purchase, use or disposition of the Material alone, or in combination with use of other products, except to the extent that such infringement or alleged infringement arises from Material manufactured by Seller in strict conformance with a design furnished completely by Buyer. Tolerance modifications to Seller's design will be considered Seller's design for purposes of this Section.
- 12.3. Buyer will notify the Seller promptly upon receipt of any written claim or notice of any infringement of third-party intellectual property rights in connection with the Materials. The Seller will immediately take all steps to prevent or settle such dispute on its own authority and will hold the Buyer harmless against all effects whatsoever in respect thereof. Buyer may retain counsel of its choice at Seller's expense to participate in any suit, claim, or proceeding. Seller will have the right to settle or compromise any suit, claim or proceeding at its discretion, provided that the terms of the settlement or compromise provide for the unconditional release of Buyer, and the settlement or compromise requires the payment of monetary damages only by a party other than Buyer. Seller will not settle, without Buyer's prior written

consent, any suit, claim or proceeding which imposes upon Buyer any obligation, or in any way prejudices the rights of Buyer, other than as set forth herein. Any other settlement or compromise requires prior written approval from Buyer.

13. Term and Termination

13.1. **Termination by Buyer.** In addition to any other termination right which Buyer has, it may terminate the Agreement:

13.1.1. for convenience, with thirty days advance notice, except that advance notice is not required if Buyer's customer terminates its order with Buyer for any reason, or if Buyer exits the business and/or closes a plant which is the recipient of the Material.

13.1.2. for breach by Seller, including if a) Seller repudiates or defaults on any material term, including Seller's warranty or applicable Customer Specific Requirements under Section 2.6, or b) Seller fails to perform services or deliver Material as specified by Buyer or fails to make progress so as to endanger timely and proper completion of services or delivery of Material. Seller's default will constitute a breach if, after receipt of notice from Buyer specifying the nature of the default, it does not correct such default to Buyer's satisfaction within 10 days, or such shorter period of time that is commercially reasonable under the circumstances. Declaring a default or breach under this Paragraph 13 will be in addition to any other remedy available to Buyer and will not relieve Seller of its obligations under the Agreement or imposed by law.

13.2. **Termination by Seller.** The Seller may terminate the Agreement only for non-payment of the purchase price for Materials which are thirty or more days past due and material in amount, and then only if: (i) Seller first provides Buyer written notice specifying the amounts past due and Seller's intent to terminate if the past due amount is not paid; and (ii) Buyer, within 60 days of such notice, does not either: (x) pay the past due amounts; or (y) notify Seller that the amount claimed to be unpaid is disputed by Buyer. Seller will terminate under this Section 13.2 by delivering a Termination Notice to Buyer. Seller may not terminate or cancel for any reason except as permitted under this Section 13.2. Seller may not suspend performance for any reason.

13.3. **Obligations on Termination.** In the event of termination under 13.1.1, unless otherwise agreed by Buyer and Seller, Buyer will pay to Seller the following amounts, without duplication: a) the Agreement price for all Material that has been completed and delivered in conformance with the Agreement and not previously paid for, and b) the price for all Material ordered by Buyer as firm under Section 6 and manufactured by Seller prior to the date Buyer delivers notice of termination, less the sum of the reasonable value or costs (whichever is higher) of any such Materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Materials. Buyer will make no payment for any raw material or work-in-process inventory or for finished goods fabricated by Seller in amounts in excess of the quantity ordered by Buyer in firm releases nor for any undelivered Materials that are in Seller's standard stock or that are readily marketable. Buyer's maximum liability for payments pursuant to this paragraph will not exceed the total of all required payments under the Agreement minus those actually made. In no event will Buyer be liable for payments owed to Seller's subcontractors or for loss

of anticipated profits, unabsorbed overhead, interest, product development or engineering costs, facilities and equipment costs or rental, unrecovered depreciation costs, or general and administrative burden charges. Seller will submit its claim for payments under this paragraph, with supporting documentation, within 60 days of the effective termination date. Buyer will have the right to audit the relevant books and records, facilities, work, material, inventories and other items relating to Seller's claim.

- 13.4. **Transition of Materials Following Termination or Expiration.** Following expiration or termination of the Agreement by either party for any reason (including termination by Seller) and notwithstanding any claimed or actual breach of any obligation by Buyer, Seller will cooperate in the transition of supply to a successor supplier, including the following, which will collectively be referred to as "Transition Support":

- 13.4.1. Seller will continue production and delivery of all materials as ordered by Buyer, at the prices and other terms stated in the Agreement, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain materials as needed;
- 13.4.2. At no cost to Buyer, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Materials and components; and
- 13.4.3. Seller will provide overtime production, storage and/or management of extra inventory of Materials, extraordinary packaging and transportation and other special services as expressly requested by Buyer in writing. If the transition occurs for reasons other than Seller's termination for default, Buyer will, at the end of the transition period, pay the reasonable, actual cost of the assistance provided under this Section, provided that Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller, and Seller will accept the agreed portion without prejudice to Seller's right to seek to recover any disputed amounts.

14. Remedies

- 14.1. The rights and remedies reserved to Buyer will be cumulative with and in addition to all other legal or equitable remedies.
- 14.2. In any action brought by Buyer to enforce Seller's obligations in connection with the production or delivery of Materials or Transition Support, or for possession of property, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief).

- 14.3. If Buyer brings an action to enforce Seller's obligations under the Agreement and substantially prevails, Seller will reimburse Buyer for Buyer's reasonable attorneys' fees, expert fees and other reasonable costs of enforcement, to the extent permitted by applicable law.
- 14.4. **Limitation on liability.** In no event, and regardless of the nature of the claim or legal theory asserted by Seller, will Buyer be liable for payments owed to Seller's subcontractors or for loss of anticipated profits (whether construed as a consequential damage or otherwise), indirect, incidental, reliance or consequential damages, unabsorbed overhead, interest, product development or engineering costs, facilities and equipment costs or rental, unrecovered depreciation costs, or general and administrative burden charges.
- 14.5. Any and all proceeding(s) brought by Seller for breach of the Agreement or asserting any other right against Buyer arising from or in connection with the Agreement cannot be filed nor maintained by Seller unless it is commenced within one year after the cause of action has accrued.
- 15. Other Provisions**
- 15.1. **Compliance with Laws, ESG, Responsible Sourcing and Ethical Business Conduct.** Seller and its subcontractors will comply with all applicable laws, regulations, directives, guidelines, rules, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Material, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety (collectively, "Laws"). Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive worker treatment or corrupt business practices in the supply of Material under the Agreement. Seller shall conduct its business in accordance with applicable ethical business and compliance requirements and shall maintain policies, procedures and internal controls reasonably designed to address and prevent bribery, corruption, conflicts of interest, fraud, money laundering, human-rights violations, unlawful labor practices and other unethical or unlawful business conduct. Seller shall comply with all applicable export-control, economic-sanctions, anti-boycott, anti-bribery and anti-corruption laws and regulations and shall not knowingly engage, directly or indirectly, in transactions prohibited by such laws or regulations in connection with the Materials or the Agreement. Seller shall require its subcontractors and sub-tier suppliers, to the extent applicable, to comply with equivalent requirements and shall remain responsible for compliance throughout its supply chain. A material violation of this Section 15.1 shall constitute a material breach of the Agreement. Seller shall also comply with applicable requirements concerning conflict minerals, forced labor, environmental protection, REACH, RoHS and customer-specific sustainability or responsible-sourcing requirements communicated by Buyer. At Buyer's request, Seller will certify in writing its and its subcontractors' compliance with the foregoing. Seller will indemnify and hold the Buyer harmless from and against any liability, claims, demands or expenses (including actual attorney's or other professional fees) arising from or relating to Seller or Seller's subcontractor's non-compliance with this Section 15.1.

- 15.2. **Notice.** Whenever written notice is required or permitted to be given hereunder, it will be deemed given on the date the same is delivered, personally or by Federal Express or comparable commercial service, or sent by facsimile or email with confirmation, or three (3) working days after the mailing thereof, to the party to whom the notice is to be given at its last known address.
- 15.3. **Directed Seller.** If Buyer's customer directed, recommended, requested, suggested or otherwise identified Seller as a source of the materials: (a) Buyer will pay Seller for the materials only following and to the extent of Buyer's actual receipt of payment from that customer for those goods in which the specific materials are incorporated; (b) within three business days of any change in price, specifications or other terms negotiated or proposed between Seller and the customer, Seller will notify Buyer in writing and will immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Buyer without Buyer's specific written consent.
- 15.4. **No Agency.** Nothing in the Agreement will constitute or be deemed to constitute an agency relationship between the parties. No party hereto is authorized or empowered to act as an agent for the other.
- 15.5. **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by an event beyond that party's reasonable control that could not reasonably have been prevented or overcome through commercially reasonable contingency measures, including fire, storm, flood, war, embargo, governmental action or natural disaster ("Force Majeure Event"). The affected party shall promptly notify the other party, use commercially reasonable efforts to mitigate the effects and resume performance, and provide periodic status and recovery updates. A Force Majeure Event does not excuse payment obligations for amounts already due. If a Force Majeure Event prevents or is reasonably likely to prevent Seller from meeting Buyer's requirements, Buyer may, without liability to Seller, obtain Materials from alternate sources and reduce or suspend releases to Seller for the duration of the disruption. Seller shall reimburse Buyer for reasonable and verifiable incremental sourcing costs only to the extent the Force Majeure Event or its impact was caused or materially aggravated by Seller's breach of the Agreement, failure to maintain the business-continuity measures required by Section 15.17, or failure to take commercially reasonable mitigation actions.
- 15.6. **No Assignment.** Seller may not assign, delegate or transfer any rights or obligations under the Agreement, whether by operation of law or otherwise, without Buyer's prior written consent. Buyer may assign or transfer the Agreement, in whole or in part, to an affiliate, successor, purchaser of substantially all assets or business associated with the applicable program, or as reasonably required by Buyer's customer, upon written notice to Seller. Any prohibited assignment by Seller is void to the extent permitted by applicable law.
- 15.7. **Governing Law; Arbitration; Jurisdiction.** The Agreement and all disputes arising out of or relating to it will be governed by the laws of the State of Michigan, without regard to conflict-of-law rules that would require application of another jurisdiction's law. The United Nations Convention on Contracts for the International Sale of Goods is excluded. Buyer may bring an action against Seller in any court having jurisdiction over Seller or, at Buyer's option exercised by written notice before or within thirty (30) days after service of process in a legal action, require that the dispute be resolved by binding arbitration. Any arbitration will be governed by the United States Federal Arbitration Act, conducted in English by a

single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and held in Oakland County, Michigan, unless the parties agree otherwise in writing. Requests for temporary, preliminary or permanent injunctive relief, specific performance, protection or recovery of Buyer-owned property, or other equitable relief may be brought in any court of competent jurisdiction and are not subject to mandatory arbitration. The arbitrator will issue a reasoned written award. Each party will initially bear its own attorneys’ fees and costs and one-half of AAA and arbitrator fees, subject to any fee-shifting expressly provided by the Agreement or awarded to the substantially prevailing party where permitted by applicable law. Arbitration proceedings and awards will be confidential except to the extent disclosure is required by law or reasonably necessary to enforce or challenge an award. Judgment on the award may be entered in any court of competent jurisdiction.

- 15.8. **Survival.** The provisions of Sections 3, 5.6, 5.7, 9-12, 13.4, 14, 15.1-15.4, 15.7-15.19 and 16-17 contained in the T&C will survive the termination or expiration of the Agreement for any reason to the extent necessary to give effect to their terms. The termination or expiration of the Agreement will not affect in any manner the rights and obligations of the parties accruing prior to the date of such termination or expiration nor any rights or remedies existing at law or in equity by reason of any breach of any term of the Agreement which occurred prior to such termination or expiration.
- 15.9. **No Waiver.** NO WAIVER OF ANY BREACH OF ANY PROVISION OF THESE TERMS WILL CONSTITUTE A WAIVER OF ANY OTHER BREACH OR OF SUCH PROVISION. THESE TERMS MAY BE MODIFIED ONLY IN WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF BUYER AND SELLER. HOWEVER, BUYER MAY, AT ANY TIME, BY WRITTEN CHANGE ORDER, MAKE CHANGES IN (A) QUANTITIES ORDERED, (B) THE DRAWINGS, DESIGNS OR SPECIFICATIONS APPLICABLE TO THE MATERIAL OR SERVICES COVERED BY THIS ORDER, (C) THE METHOD OF SHIPMENT AND PACKING, AND/OR (D) THE PLACE OF DELIVERY. IF SUCH CHANGES MATERIALLY AFFECT THE TIME FOR PERFORMANCE, THE COST OF MANUFACTURING THE MATERIAL, OR THE COST OF FURNISHING SERVICES, BUYER WILL MAKE AN EQUITABLE ADJUSTMENT IN THE PURCHASE PRICE OR THE DELIVERY SCHEDULE OR BOTH. ANY DISPUTE WITH RESPECT TO AN EQUITABLE ADJUSTMENT WILL NOT RELIEVE SELLER OF ITS OBLIGATION TO PERFORM IN ACCORDANCE WITH A WRITTEN CHANGE ORDER.
- 15.10. **Entire Agreement.** The Agreement is intended as a final expression and a complete and exclusive statement of the Agreement between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No amendment to or modification of the T&C will be valid or binding upon either party unless it is made in writing and signed by a duly authorized representative of both parties unless otherwise required by law.
- 15.11. **Severability.** In the event that any provision of the Agreement is held illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of the Agreement but the Agreement will be construed and enforced as if that illegal and invalid provision had never been inserted herein.
- 15.12. **Communication and Technology.** When required by Buyer, the Seller will be required to connect to Buyer’s EDI systems to provide two-way electronic communication for items that include, but are not limited to ASNs, invoices, schedules, etc. All costs associated with the connection and use of the systems will be borne by the Seller.

- 15.13. **No License.** Nothing in the Agreement will be construed as granting any right or license to the Seller, either express or implied, to any intellectual property right of the Buyer or any right to use Confidential Information or Intellectual Property except for the purposes of Seller performing its obligations to Buyer under the Agreement. Upon expiration or termination of the Agreement, Seller will immediately cease all use of Buyer's Intellectual Property and Confidential Information. All copies of Buyer's Confidential Information and Intellectual Property will be immediately returned to Buyer or destroyed at Buyer's discretion.
- 15.14. **Trade Remedy Proceedings.** Seller understands that the Material it produces may be, either now or in the future, subject to one or more trade remedy proceedings (e.g., anti-dumping, countervailing duty, safeguard) in the United States or another country, which may result in the imposition of additional duties or other charges on the Material. If such proceedings are initiated, Seller agrees that, at Buyer's request, it will cooperate fully with Buyer and with requests for information from Buyer and the competent government authorities in the importing country. Seller further understands and agrees that such cooperation may require it to provide confidential sales and cost information to the competent authorities so that they can calculate the amount of the duty or other charge on the Material. At all times before, during, or after the initiation of a trade remedy proceeding in the United States or another country, Seller agrees to take all available steps necessary to minimize the risk that additional duties or other charges may be imposed on its Material sold to Buyer. Seller also provides Buyer with a warranty of non-applicability of any future additional duties or other charges (e.g., anti-dumping duties) covering the Material sold to Buyer, so long as the Materials are: (1) sold before the date of publication of the official government notice that establishes the authority of the competent authorities to impose additional duties or other charges (i.e., the "order"); and (2) exported before the date of publication of the official government notice concluding the investigation phase of the trade remedy proceeding. The purpose of this provision is to comply with U.S. regulation 19 C.F.R. 351.402(f) (2006). Buyer retains the right to terminate the Agreement if additional duties or other charges are imposed on the Material produced by Seller.
- 15.15. **Cybersecurity.** Seller shall maintain appropriate administrative, technical and organizational cybersecurity controls consistent with recognized industry practices and proportionate to the nature of the Materials and information handled for Buyer. Seller shall notify Buyer within twenty-four (24) hours after becoming aware of a cybersecurity incident that has materially affected or is reasonably likely to materially affect Buyer, Buyer's Confidential Information, Buyer's systems or continuity of supply, and shall promptly provide available containment and recovery information.
- 15.16. **Artificial Intelligence and Confidential Information.** Seller shall not upload, disclose, submit or otherwise provide Buyer's Confidential Information, drawings, specifications, software, source code, technical data or other proprietary information to publicly accessible or externally trained generative artificial intelligence systems without Buyer's prior written authorization. Seller remains responsible for compliance with Section 3 when using any artificial intelligence or machine-learning system in connection with the Agreement.

- 15.17. **Business Continuity.** Seller shall maintain a documented Business Continuity and Disaster Recovery Plan appropriate to its operations and supply obligations, addressing reasonably foreseeable disruptions including fire, flood, utility interruption, cyberattack, labor disruption, critical equipment failure and critical sub-supplier interruption. Seller shall review and test the plan at least annually and, upon Buyer's reasonable request, provide a summary of the plan and applicable recovery timing.
- 15.18. **Supplier Financial Condition.** Seller shall promptly notify Buyer in writing of bankruptcy, insolvency, a material deterioration in financial condition, change of control or ownership, planned plant closure, or another event known to Seller that is reasonably likely to materially impair Seller's ability to perform its obligations or maintain continuity of supply.
- 15.19. **Crisis Notification.** Seller shall notify Buyer within twenty-four (24) hours after becoming aware of any event that has interrupted, or is reasonably likely to materially interrupt, supply to Buyer, including fire, flood, labor disruption, critical equipment failure, utility loss, cyberattack or critical supplier disruption. The notice shall include, to the extent then known, the affected Materials, expected duration, containment actions and recovery plan.

16. Import Laws.

For Seller's Material to be imported into the United States, Seller will comply with all applicable supply-chain security requirements communicated by Buyer and, where applicable, the U.S. Customs and Border Protection ("CBP") Customs Trade Partnership Against Terrorism ("CTPAT") program and its then-current Minimum Security Criteria. At Buyer's or CBP's reasonable request, Seller will provide documentation reasonably necessary to demonstrate such compliance. Seller will indemnify and hold Buyer harmless from and against liabilities, claims, penalties, demands and reasonable professional fees arising from Seller's noncompliance with this Section 16.

17. Trademark and Marks

- 17.1. **Trademark Protection.** Buyer may require Seller to place Buyer's trademarks (MARKS) on the Material. If Buyer makes such a request, Buyer grants to Seller a limited, revocable, nonexclusive royalty free license for the terms of the Agreement to use the MARKS on products and packaging materials in connection with the sale of Material to Buyer only. This license grant is limited to sales made to Buyer or at the direction of Buyer. This license granted is limited to Material manufactured and/or produced by Seller at the direction of and for Buyer, or Buyer's authorized subsidiaries or affiliates. Seller is not authorized to use the MARKS in connection with the sales, manufacturing or distribution of any products or services unless expressly authorized by Buyer in writing. Upon expiration or termination of the Agreement for any reason, Seller will immediately refrain from further use of the MARKS or any further reference to them, direct or indirect, or anything deemed by Buyer to be similar to the MARKS in connection with the manufacture, sale or distribution of any of Seller's products.
- 17.2. **Ownership of Marks.**



- 17.2.1. Seller recognizes there is significant value and good will associated with the MARKS, and acknowledges that the MARKS and all rights and good will associated with the MARKS belong exclusively to Buyer;
- 17.2.2. Seller's every use of the MARKS will inure to the benefit of Buyer and Seller will not at any time acquire any rights in the MARKS by virtue of any use it may make of the MARKS.
- 17.2.3. Seller will cooperate fully and in good faith with Buyer for the purpose of securing and preserving Buyer's rights to the MARKS.
- 17.2.4. Upon the termination or expiration of the Agreement, Seller will be deemed to have assigned to Buyer, transferred, and conveyed to Buyer any rights or good will to the MARKS that may have been obtained by Seller. Seller will cooperate with and do all acts necessary so that Buyer can accomplish or confirm the foregoing. The mutual covenants and considerations of the T&C will provide complete consideration for any such assignment, transfer, or conveyance;
- 17.2.5. Seller and its parent company, subsidiaries, and divisions, if any, and its subcontractors, agents, and representatives agree not to attempt to register the MARKS on any product or service either during the term, or after termination or expiration of, the Agreement.