

METAL POWDER PRODUCTS LLC

PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability. These Metal Powder Products LLC Purchase Order Terms and Conditions (these “*Terms*”), together with (i) any additional terms or conditions set forth in the purchase order issued by Buyer to Seller (as those terms are defined below) (the “*Purchase Order*”), (ii) any written supply agreement executed by Buyer and Seller relating to the Goods (as defined below) (the “*Supply Agreement*”); (iii) any other document in which these Terms are attached or are incorporated in by reference, and (iv) any attachments, instructions or requirements furnished to Seller by Buyer (collectively, this “*Contract*”) apply to the purchase by Metal Powder Products LLC (“*MPP*”) or one of its affiliates, subsidiaries, or divisions who is identified in the Supply Agreement or from whom a Purchase Order was issued (“*Buyer*”) of the goods and related services described in this Contract (the “*Goods*”) from the seller party to whom the Purchase Order is addressed or who is otherwise a party to a signed agreement with Buyer for the Goods (“*Seller*”). Buyer and Seller are referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

2. Offer and Acceptance; Precedence.

(a) Acceptance. Seller has read and understands this Contract. If Buyer and Seller are parties to a signed agreement relating to the Goods and incorporating these Terms, Seller has accepted this Contract. If Buyer and Seller are not parties to a signed agreement, Seller accepts this Contract, and forms a binding agreement with Buyer, by doing any one of the following: (i) acknowledging its acceptance of the Purchase Order in writing; (ii) commencing any work under this Contract (including, without limitation, shipping the Goods); or (iii) engaging in any other conduct which recognizes the existence of a contract with Buyer with respect to the subject matter of this Contract. Seller’s failure to return an acknowledgment copy of a Purchase Order, even if expressly requested by Buyer, will not preclude acceptance in accordance with the foregoing terms.

(a) Conflicting Terms. Unless otherwise agreed in writing by Buyer, Seller agrees that Seller’s acceptance is expressly limited to the terms of this Contract. Any additional or different terms proposed by Seller (whether in Seller’s quotation, proposal, acknowledgement, invoice or otherwise and whether or not delivered prior to or after entry into this Contract or delivery of a Purchase Order) are hereby expressly rejected by Buyer, are not part of this Contract, and are not binding on Buyer. Any reference in this Contract to any quotation, proposal, or any other similar document provided by Seller is solely for the purpose of incorporating the description and specifications of the Goods contained in such document, but only to the extent that such description and specifications do not conflict with the description and specifications contained in this Contract. No employee or other representative of Buyer is authorized to make any oral contract of commitment for the purchase of Goods or to modify or change these Terms or any other term of this Contract unless such modification or change is acknowledged in a signed writing by Buyer’s specifically-designated (in writing) authorized representative. The Parties have agreed and it is their intent that the “battle of the forms” described in Section 2-207 of the Uniform Commercial Code will not apply to this Contract or to any invoice or acceptance form of Seller relating to this Contract.

(b) Order of Precedence. If there is a conflict in any of the documents making up this Contract, the documents will prevail over each other in the following order of precedence: (i) any document specifically agreed to in writing and signed by the Parties (including the Supply Agreement); (ii) the terms of any Purchase Order (excluding these Terms); (iii) these Terms; and (iv) any other requirements or documents that make up this Contract.

3. Duration. Unless a separate written agreement executed by Buyer (including a Supply Agreement) specifies otherwise, and subject to these Terms, the term of this Contract begins on the Purchase Order date (the “*Effective Date*”) and continues for twelve (12) consecutive months following the Effective Date (the “*Initial Term*”). Thereafter, this Contract will automatically renew for successive terms of twelve

(12) months (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless Buyer provides Seller with a non-renewal notice at least sixty (60) days before the end of the Initial Term or any Renewal Term.

4. Quantity; Delivery; Transfer of Title.

(a) Ordering. Unless the Purchase Order, the Supply Agreement, or a separate written agreement executed by Buyer requires Seller to manufacture, ship, and/or provide Buyer’s requirements for the Goods, this Contract is not a requirements contract and (i) Seller is obligated to deliver to or perform for Buyer all Goods that Buyer orders or releases during the period or in accordance with any delivery or performance schedule specified on the face of the Purchase Order, (ii) Buyer is not obligated to order, release or purchase from Seller any particular quantity or volume of Goods, regardless of any estimates or projections of future purchases, and (iii) Buyer may purchase any or all of the Goods from other sellers. Buyer will determine the quantity for the Goods based on the needs of Buyer, Buyer’s customers and certain market, economic, or other conditions. Buyer may provide Seller with estimates, forecasts, or projections of its anticipated future requirements of the Goods (“**Forecasts**”). The Parties acknowledge and agree that all Forecasts, whether delivered prior to or during the Term, are for informational purposes only, do not express an intent by Buyer to purchase any minimum quantity or volume of Goods, are not a commitment by Buyer to purchase any particular quantity of Goods, and are not binding on either Buyer or Seller. Buyer may change the timing of scheduled shipments or direct, temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.

(b) Delivery. Unless otherwise specified on a Purchase Order, the Supply Agreement, or otherwise agreed to in writing by the Parties, Seller must deliver the Goods ExWorks Seller’s dock (Incoterms 2020) to the designated delivery location set forth in the Purchase Order. Title and risk of loss to the Goods passes to Buyer upon Buyer’s acceptance of the Goods at Buyer’s plant. Time of delivery and quantity are of the essence. Deliveries shall be made both in quantities and at time specified in schedules furnished by Buyer (whether directly, by electronic mail, electronic data interchange, or otherwise). Buyer shall not be required to make payment for Goods delivered to Buyer that are in excess of quantities and delivery schedules as specified in Buyer’s releases or the Purchase Order. Such Goods will be subject to rejection and return at Seller’s expense, including transportation charges both ways. Seller will promptly furnish all properly completed documents and other information required to satisfy all customs, tariffs or other applicable governmental regulations including, but not limited to, customs documentation, certificates of origin, and any other document required by applicable Laws (as defined below). Should Seller experience or anticipate any delay in performing this Contract, whether or not such delay is excusable under any provision hereof, Seller shall immediately notify Buyer of such delay, its expected duration and the reasons thereof. Neither such notification nor an acknowledgment by Buyer shall constitute a waiver of any Purchase Order’s delivery schedule. Without limiting any rights of Buyer under this Contract, Seller will be liable for all damages, costs, and expenses incurred by Buyer for Seller’s failure to comply with Buyer’s delivery requirements (including, without limitation, an expedited or premium shipment or cover damages).

5. Packing; Marking; Shipping. Seller must (a) properly mark, pack, and ship all Goods in accordance with the requirements of Buyer, the involved carriers, and any applicable Law; and (b) label and/or tag each package according to Buyer instructions or, if no instructions are provided, in accordance with the prevailing standards of the industry. Markings must be in English unless otherwise agreed in writing by Buyer. In addition to the foregoing, Seller agrees that all Goods will be packaged in clean (and, solely if requested by Buyer, returnable) dunnage and the dunnage is free from contamination. Seller shall be responsible for dunnage cleaning. Seller must ensure that all returnable dunnage provided by Buyer is not damaged, destroyed, lost, or stolen while on the Seller’s premises, reasonable wear and tear excepted. Seller is responsible for all costs associated with damaged or destroyed returnable dunnage while the dunnage is on Seller’s premises. If expendable packaging is required to ship the Goods and Buyer has agreed to pay the expendable cost, the expendable cost must be pre-approved by Buyer in writing. If recyclable packaging is requested by Buyer, then Seller must use recyclable packaging. Prior to shipment of the Goods, Seller must

provide Buyer sufficient advance warning and notice in writing (including appropriate labels on the Goods, containers and packaging) of any hazardous, dangerous, or restricted material which is an ingredient in or a part of any of the Goods, together with any special handling instructions as may be necessary to advise carriers, Buyer and their respective employees of how to exercise the measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers, and related packaging shipped to Buyer. Unless otherwise agreed in writing by Buyer, Seller shall bear all costs and expenses of marking, packing, and shipping the Goods. Seller shall reimburse Buyer for any liabilities, expenses, and costs incurred as a result of improper packing, marking, routing, shipping or any other noncompliance with the requirements of this Section.

6. Inspection; Nonconforming Goods; Recalls.

(a) Inspection. All Goods are subject to Buyer's inspection and approval at the destination. In addition, Buyer or third parties designated by Buyer may, upon reasonable advance notice to Seller, inspect production processes and property and conduct testing at Seller's premises for the sole purpose of verifying Seller's performance under this Contract. Buyer's inspection, testing or failure to inspect or test the Goods does not constitute acceptance of the Goods, effect any right of Buyer, or relieve Seller of any of its responsibilities or warranties including Seller's obligation of testing, inspection, and quality control.

(b) Rejection of Nonconforming Goods. Buyer may, at its option, reject any Goods that fail to conform strictly to the requirements of this Contract. If Buyer rejects any Goods, Buyer may elect to, without any liability to Seller, at no charge to Buyer, and at Seller's cost and expense (i) require Seller to immediately replace the Goods; (ii) purchase similar Goods from another source and reduce the quantities of the Goods under this Contract (and any corresponding payment); and/or (iii) exercise any other right(s) provided to Buyer in this Contract or available at Law. Seller agrees that Seller will not charge Buyer, and Buyer has no obligation to pay Seller, to make repairs to, or replacements of, any nonconforming Goods. Seller will be liable for all liabilities, damages, losses, costs and expenses associated with Buyer's rejection of the Goods, including, without limitation, any costs associated with inspecting, sorting, testing, repairing or replacing Goods, transportation, or effecting cover. Nonconforming Goods shall not be replaced without Buyer's written permission. Nonconforming Goods will be held by Buyer for disposal in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within five (5) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity, shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the Goods, without liability to Seller.

(c) Recall. Notwithstanding the foregoing, if the Goods (or Buyer's products that incorporate the Goods as a result of the Goods) are subject to removal from the stream of commerce or the subject of a corrective action plan or other remedial action initiated by a government entity, Seller, or Buyer (a "**Recall**"), Seller shall be responsible for all matters and costs associated with the Recall, including but not limited to: (i) consumer notification and contact; (ii) all expenses and losses incurred by Buyer in connection with such Recall (and where applicable, any products with which the Goods have been packaged, consolidated or commingled), including but not limited to refunds, lost profits, transportation costs, the costs of Buyer's overhead, systems expenses in processing any Recall, and all other costs associated therewith; and (iii) initial and subsequent contact and reporting of the Recall to any government agency having jurisdiction over the affected Goods that are the subject of the Recall. Seller shall promptly, and in no event later than twenty-four (24) hours after its decision to initiate a Recall or its receipt of a Recall notice from a government entity, inform Buyer of the Recall. Seller shall promptly inform Buyer of its becoming aware of any defect in the Goods that could reasonably be expected to cause damage, illness, injury or death, or the noncompliance of the Goods with any applicable safety or regulatory standard or Law, whether imposed by a government entity or by Buyer. If a government agency initiates any inquiry or investigation relating to the Goods, Seller shall notify Buyer immediately thereof and take reasonable steps to resolve the matter without exposing Buyer to any liability or risk.

7. **Quality.** In addition to any requirements imposed by applicable Law, Seller must meet or exceed all quality requirements of Buyer, without limitation, all requirements, processes, and procedures set forth in Buyer's supplier quality manual, as such manual may be updated from time to time and furnished to Seller. If a quality standard or manual is not provided to Seller (whether in the Purchase Order or otherwise), Seller must manufacture the Goods to the best available industry standard. Seller agrees to comply with all requirements of the industry-standard Production Part Approval Processes ("**PPAP**") for all Goods. Seller shall provide such documentation reasonably requested by Buyer in connection with Buyer's PPAP process. If Buyer does not utilize its PPAP process for certain Goods, Seller shall, upon request, provide Buyer with a written material certification identifying, among other things, the mechanical and chemical properties, lot or heat number, specifications, and composition of the Goods, in addition to any other information requested by Buyer to be included in such material certification. Seller acknowledges it has analyzed and reviewed Buyer's specifications for the Goods and that the specifications are sufficient and adequate to manufacture the Goods in compliance with this Contract. Seller agrees it is solely responsible for maintaining all required quality processes to meet the foregoing specifications. Without limiting any rights or remedies of Buyer hereunder, all costs incurred by Buyer relating to quality issues in the Goods (including, without limitation, sorting charges, labor, damaged tooling, rework, downtime, expedited freight costs, etc.) are the responsibility of Seller, will be charged by to Seller, and may be taken by Buyer through debits, setoff, or otherwise. Without limiting the foregoing, Seller shall be liable for damages arising out of its failure to comply with Buyer's quality requirements. In addition, Seller must comply with all quality assurance procedures specified by Buyer. At Buyer's request, Seller will furnish to Buyer, at Seller's cost, test samples of Goods as may be reasonably required by Buyer to determine if the manufacture of the Goods are in accordance with this Section.

8. Price, Invoices and Payment.

(a) **Price.** Unless otherwise expressly set forth in a Purchase Order or a separate writing signed by Buyer, the prices for the Goods as set forth in the Purchase Order: (i) are fixed, (ii) constitute the total prices for the delivery, manufacture, processing, testing, weighing, inspecting, marking, storing, tagging, and/or labeling of the Goods, (iii) are not subject to increase for any reason including, without limitation, changes in market conditions, increases in the cost of material, components, labor or overhead costs, and (iv) include, and Seller is solely responsible for, all costs and expenses relating to packaging, crating, boxing, transport (if applicable), loading and unloading (if applicable), customs, federal, state, provincial and local taxes (including sales, use, value-added and excise taxes), tariffs and duties, insurance and any similar fiscal contribution related to the Goods. If the price listed on the Purchase Order does not include charges or fees that Seller intends to invoice Buyer, Seller must, prior to accepting any Purchase Order for the Goods, notify Buyer in writing to receive an updated Purchase Order with the correct price listed. Seller's shipment of the Goods is Seller's representation and warranty that the price on the Purchase Order is the total price to be charged to Buyer for the Goods.

(b) **Invoices.** Seller must submit all invoices immediately following Seller's delivery of the Goods. Each invoice must be accompanied by an appropriate proof of delivery for the Goods delivery, which may include proof of shipment along with appropriate shipment tracking information to allow Buyer to confirm the Goods were delivered. All invoices must be sent to the address or electronic mail address provided by Buyer in order to be processed for payment. All invoices for delivered Goods must be in English and include, as applicable, the Purchase Order number, quantity of pieces in the shipment, the price of the Goods, and the total amount due, net weights, Seller's name, and any other information necessary for identification of the Goods delivered. Unless stated differently in a Purchase Order, the currency in the invoice must be in U.S. dollars. Seller's submission of an invoice constitutes a written certification that the quantities of Goods and the amounts contained on such invoice are true and accurate and that such Goods have been delivered in accordance with, and Seller is otherwise in compliance with, the terms of this Contract.

(c) **Payment.** Unless otherwise agreed in writing by Buyer or set forth in a Purchase Order, Seller's undisputed invoice will be due and payable sixty (60) days following the date that is the later of (i) Buyer's receipt of a complete and verifiable invoice, or (ii) Buyer's receipt of the Goods. Seller

agrees to accept payment by check or other cash equivalent including electronic funds transfer. Payment is deemed to be made on the date Buyer's check is mailed or funds transfer is initiated. If a payment date falls on a non-business day in the State of Indiana, the payment due date will be the next business day. Payment of an invoice shall not constitute acceptance of Goods or otherwise be deemed a waiver of any breach of this Contract by Seller (including a breach of any warranty) or any amount otherwise due to Buyer, and does not limit or impair Buyer's right to assert any legal or equitable remedy. Regardless of the items listed on Seller's invoice, Buyer will only be obligated to pay for the Goods listed in a release and in the quantity required by Buyer.

(d) Setoff and/or Recoupment. Notwithstanding the above, all amounts due from Buyer or its affiliates, subsidiaries or divisions ("**Buyer Group**") to Seller or its parent company or their affiliates, subsidiaries or divisions ("**Seller Group**") will be considered net of indebtedness of any member of Seller Group to any member of Buyer Group. In addition to any right of setoff, deduction or recoupment provided or allowed by Law, any member of Buyer Group may, without notice to Seller or any other member of Seller Group, set off against, and deduct and/or recoup from (i) any amounts due or to become due from any member of the Buyer Group to any member of the Seller Group or (ii) any amounts due or to become due from any member of the Seller Group to any member of the Buyer Group, including for damages resulting from breaches by Seller of its obligations under this Contract or any other contract between the Parties.

9. Changes. Buyer may at any time, by written order, make changes in or addition to any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipment or packaging; (iii) time and place of delivery; or (iv) quantity of the Goods or extent of the Services, and Seller will promptly make any changes. If any such change affects the cost or time of performance, Seller must provide Buyer a written notice of a claim for adjustment, along with all sufficient information and documentation in such form and detail as Buyer may direct, regarding the effect on Seller's costs or time of performance resulting from such change within five (5) days after Buyer's notice to Seller of such change. If necessary under the circumstances, the Parties will negotiate in good faith and agree on an equitable adjustment (up or down) to the price or delivery terms of this Contract. Seller may not make any changes with respect to the Goods or scope of this Contract without Buyer's prior written consent, which may be given or withheld in Buyer's sole discretion; *provided, however*, if Seller learns of a possible change to the Goods that may reduce the costs to produce the Goods, improve the quality of the Goods, or otherwise may be beneficial to Buyer, Seller will promptly inform Buyer of the possible change in writing.

10. Proprietary Rights.

(a) Work Product. Upon request, Seller must furnish to Buyer all concepts, documents, reports, ideas, designs, drafts, models, patterns, packaging, samples and any other results produced in connection with Seller's performance of this Contract ("**Work Product**"). Work Product does not include concepts, documents, reports, ideas, designs, drafts, models, samples, patents, trademarks, trade names, packaging, copyrights and any other results or Intellectual Property (as defined below) rights owned or licensed by Seller prior to accepting this Contract or that Seller can prove by written documentation was produced by Seller without reference to Seller's obligations under this Contract.

(b) Ownership of Work Product; Assignment and Transfer. Unless otherwise agreed in a signed writing by Buyer, all Work Product is solely owned by Buyer. Seller agrees that all copyrightable materials of the Work Product will be deemed a "work made for hire" for the purposes of Title 17 of the United States Code, Section 101 et seq. In the event that (i) any of the Work Product may not be considered "work made for hire," or (ii) ownership of all right, title and interest to the legal rights in and to the Work Product, including, without limitation, all worldwide copyrights, industrial design rights, trademarks, patents or other Intellectual Property rights therein, does not vest automatically and exclusively in Buyer, then, without further consideration, Seller agrees to, and hereby does irrevocably, assign, convey, and otherwise transfer to Buyer, and Buyer's respective successors and assigns, all such right, title and interest, in and to all Work Product and any derivative works thereof. When Goods are made to Buyer's plans and/or specifications, the plans and specifications are owned by Buyer and shall not be used by Seller for any

purpose except in the performance of this Contract and shall not be disclosed to any other person without Buyer's written consent. Seller will provide Buyer with all technical information required by Buyer to install, assemble, or otherwise use the Goods. Seller shall not assert any claim with respect to technical information which Seller has disclosed or may hereafter disclose to Buyer in connection with the Goods covered by this Contract.

(c) License. To the extent the Goods incorporate any copyrights, industrial design rights, trademarks, trade secrets, patents or other intellectual property rights (collectively, "**Intellectual Property**") that is owned, invented, authored, licensed to, or developed by Seller and necessary for Buyer to incorporate the Goods into the products Buyer sells, Seller hereby grants Buyer a nonexclusive, royalty-free, irrevocable, worldwide right and license, with the right to grant sublicenses, to use such Intellectual Property, and to make, have made, use, sell, offer for sale, or import into the United States (and all other countries in which Seller may have rights in such Intellectual Property) any processes, services, suppliers, or inventions incorporating or embodying the Goods, for the sole purpose of fulfilling selling the products that incorporate such Goods. The foregoing license does not permit Buyer to use Seller's Intellectual Property on a stand-alone basis and does not grant Buyer the right to separately exploit Seller's Intellectual Property.

11. Warranty.

(a) General Representations and Warranties. Seller represents and warrants: (i) Seller is solvent, is not under any threat of insolvency, is able to pay its obligations as they become due, and will notify Buyer immediately if Seller becomes insolvent or otherwise becomes unable to pay its obligations; (ii) Seller's business license is validly issued from the requisite governing authority; (iii) neither Seller, its principal operators, nor its Subcontractors are included on any searchable denied party or politically exposed person watch list database and will not be at any time during Buyer's relationship with Seller; (iv) Seller is not prohibited from consummating the transactions contemplated herein by (A) any applicable Law, agreement, instrument, or restriction; or (B) a judgment, order, or decree of any governmental authority having jurisdiction over Seller or its property; (v) Seller's performance of its obligations under each Purchase Order will not be in violation of or cause a default under any applicable Law, agreement, instrument, covenant, condition, restriction, judgment, order, or decree; (vi) Seller has the right and authority to enter into this Contract and to make all of the grants and assignments and to undertake the obligations required by the Contract; and (vii) Seller knows of no condition that would be likely to limit Seller's ability to perform this Contract.

(b) Seller's Warranty. Seller warrants to Buyer and its customers that all Goods will: (i) conform, in all respects, to the specifications, standards, drawings, samples, descriptions, quality requirements (including any fit, form and function requirements), furnished, specified or approved by Buyer for the Goods or otherwise provided by Seller to Buyer for the Goods; (ii) be useable and merchantable; (iii) be of good quality and workmanship; (iv) be free from defects, latent or otherwise, in design (unless Buyer's provided the entire design), materials and workmanship; (v) comply with, and will be manufactured, processed, tested, certified, weighed, packaged, wrapped, inspected, marked, sold, stored, tagged, shipped, labeled, and registered accurately in compliance with, all applicable Laws and industry standards of the countries where the Goods are manufactured and will be sold (and all applicable regulations and directives referenced therein); (vi) be new, of the highest quality, and conveyed by Seller to Buyer with good title, free and clear of all liens, claims, encumbrances, interests or other rights of Seller or third-parties; and (vii) not, either upon delivery or in the future, infringe upon, violate or misappropriate any present or future patent, trademark, service mark, trade secret, copyright, proprietary or other intellectual property right of any third-party. Seller acknowledges that Seller knows of Buyer's intended use of the Goods and expressly warrants that the Goods are fit and sufficient for the particular purposes (x) intended by Buyer and (y) applicable to the design, function and use of the Goods. To the extent Seller is providing a service to Buyer, Seller warrants such service will be performed in a competent and workmanlike manner.

(c) Incorporation of Other Warranties. Seller agrees the warranties provided by Seller to Buyer under these Terms (i) are in addition to all other warranties, express or implied, provided by Law; (ii) extend to the Goods' future performance; (iii) survive Seller's delivery of the Goods and Buyer's receipt, inspection, testing, acceptance, use of the Goods and Buyer's payment for the Goods; (iv) may not be limited or disclaimed by Seller and (v) do not commence until the Goods are received by Buyer's ultimate end-user. Buyer's approval of Seller's designs, materials, processes, drawings, specifications, subcontractors, or similar requirements will not be construed to relieve Seller of any warranties. The warranty period for Seller's warranties are the longer (x) the period provided by law or (y) the warranty period required by Buyer's or its affiliates for the products the Goods are incorporated into. Any applicable statute of limitations on Buyer's claims for breach of warranty will commence no earlier than the date Buyer discovers the breach of the applicable warranty.

(d) Rights Upon Breach of Warranty. In addition to any rights and remedies of Buyer specified in this Contract or available at Law, in the event of a breach of Seller's warranties, Buyer shall have the right, at its option, to take the following actions: (i) retain the defective Goods in whole or in part with an appropriate adjustment in the price for the Goods; (ii) require Seller to repair or replace the defective Goods in whole or in part at Seller's sole expense, including all shipping, transportation, and installation costs; (iii) correct or replace the defective Goods with similar items and recover the total cost relating thereto from Seller, including the cost of product Recalls; or (iv) reject the defective Goods. For the avoidance of doubt, Seller is responsible for all costs and expenses related to fulfilling its warranty obligations hereunder.

(e) No Buyer Warranty. **SELLER ACKNOWLEDGES THAT ANY SPECIFICATIONS, STANDARDS, DRAWINGS, SAMPLES, DESCRIPTIONS, OR OTHER QUALITY REQUIREMENTS PROVIDED BY BUYER RELATING TO THE GOODS, AND ANY INTELLECTUAL PROPERTY ASSOCIATED THEREWITH, IS PROVIDED BY BUYER TO SELLER ON AN "AS IS, WHERE IS" BASIS, AND THAT BUYER MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS WHATSOEVER WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY OTHER WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

12. Compliance with Laws.

(a) General. Seller will perform all of its obligations under this Contract in accordance with, and ensure the Goods and any related packaging conform fully to, any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction (collectively, "**Laws**") including, without limitation, all Laws relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, and occupational health/safety. Seller further represents and warrants 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 employment or corrupt business practices, in the supply of the Goods under this Contract. Upon Buyer's request, and without limiting Seller's obligations hereunder, Seller will provide Buyer with: (i) written certification of Seller's compliance with the foregoing; (ii) written certification of the origin of any ingredient or materials in the Goods; and (iii) any additional information regarding the Goods requested by Buyer such that Buyer may comply in a timely manner with its obligations under applicable Law. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including, without limitation, attorneys' or other professional fees) arising out of or in connection with Seller's noncompliance with the foregoing.

(b) Health, Safety, and Environmental Regulations. Seller warrants that the Goods will conform to the requirements of the Occupational Safety and Health Act of 1970 as amended and all regulations and standards formulated thereunder. Seller further warrants that the Goods will be in

compliance with applicable product safety and environmental regulations. Seller warrants that each chemical substance contained in the Goods is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency in conjunction with the Toxic Substances Control Act, as amended.

(c) Export Controls. Seller agrees to comply with all applicable U.S. export control Laws including, but not limited to, the requirements of the International Emergency Economic Powers Act, 50 U.S.C. 1701 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable (collectively, “*Export Controls*”). Without in any way limiting the foregoing, Seller agrees that it will not transfer any Export Controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller’s lower-tier suppliers, without authority of an export license, agreement or applicable exemption or exception. Seller shall provide prompt written notification to Buyer in the event of any violation or potential violation of the Export Controls, or the initiation or existence of a government investigation that could affect Buyer or Seller’s performance under this Contract. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney’s fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, suppliers, agents, or subcontractors at any tier in the performance of any of its obligations under this Section.

13. Force Majeure. Any delay or failure of either Party to perform its obligations under this Contract will be excused to the extent that the delay or failure was caused by an event beyond such Party’s control, without such Party’s fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, acts of God, acts of a governmental entity, embargoes, explosions, riots, wars, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, or freight embargoes) (each, a “*Force Majeure*”). Notwithstanding anything in this Section to the contrary, (i) labor problems of Seller, its subcontractors and/or its suppliers, including, without limitation, lockouts, strikes and slowdowns (ii) the inability of Seller, its subcontractors and/or its suppliers to obtain power, materials, labor, equipment or transportation, (iii) Seller’s or its subcontractor’s financial inability to perform, (iv) changes in the cost or availability of materials, components, services, or market conditions, and (v) Seller actions or contract disputes with subcontractors are not, in each case, a Force Majeure and will not, in each case, excuse performance by Seller under this Contract or otherwise excuse performance by Seller on theories of force majeure, commercial impracticability, or otherwise, and Seller expressly assumes these risks. Seller must give Buyer prompt notice of any event or circumstance that is reasonably likely to result in a Force Majeure and the anticipated duration of such Force Majeure. Seller must use all diligent efforts to end the Force Majeure, ensure that the effects of any Force Majeure are minimized, and resume full performance under this Contract and in no event may Seller provide the Goods to Buyer later than similar goods provided by Seller to its other customers. During any Force Majeure, Buyer may purchase the Goods from other sources and reduce the quantities (and any corresponding payment) set forth in this Contract without liability to Seller. If requested by Buyer, Seller will, within five (5) days of such request, provide adequate assurances that the delay will not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance (within a commercially reasonable time not to exceed ten (10) days from the date of the request) that the delay will cease within thirty (30) days, Buyer may immediately cancel this Contract without liability to Seller of any kind or nature. Without limiting the foregoing, Seller, at its expense, shall take such actions as are necessary to ensure the supply of Goods to Buyer for a period of at least ninety (90) days during any anticipated labor disruption or resulting from the expiration of Seller’s labor contracts.

14. Confidentiality.

(a) Existing NDA Governs. If a confidentiality agreement or non-disclosure agreement (the “*NDA*”) exists between Buyer and Seller covering the Goods, this Contract, or the relationship between Buyer and Seller, the term of such NDA shall be and is hereby extended to be co-terminus with this Contract, and such NDA is incorporated herein by reference and shall govern the use

and disclosure of any confidential or proprietary information (including Intellectual Property) exchanged between Buyer and Seller.

(b) No NDA. If there is no NDA between Buyer and Seller covering this Contract or if the NDA does not already include the following terms, the following terms apply: all Intellectual Property and all other confidential and proprietary information provided by Buyer to Seller under this Contract including, without limitation, any samples, specifications, Buyer Data (as defined below), drawings, know-how, processes, and other technical, business, or financial information, whether provided orally, in writing, by demonstration, or otherwise (collectively, “**Confidential Information**”): (i) is owned by Buyer; (ii) must be kept confidential by Seller and may not be disclosed by Seller to third-parties without the express prior written consent of Buyer; provided, however, Seller may disclose Buyer’s Confidential Information to Seller’s employees, attorneys, agents, and subcontractors who have a “need to know” the Confidential Information for purposes of carrying out Seller’s obligations under this Contract as long as such individual and entities are bound by confidentiality terms no less restrictive than those contained in this Contract; and (iii) may not be used by Seller other than is required for Seller to perform its obligations under this Contract. The confidentiality restrictions in this Section do not apply to information which is (A) already known by Seller prior to the date of this Contract and without breach of the confidentiality restriction that Seller was subject; (B) acquired by Seller from a third-party which was not, to the knowledge of Seller, under an obligation to Buyer not to disclose such information; (C) which is or becomes publicly available through no breach by Seller of confidentiality restrictions to which Seller is or was subject; or (D) independently developed by Seller without the use of Buyer’s Confidential Information. Notwithstanding the above, Seller may disclose Buyer’s Confidential Information if required by a judicial or government request, requirement, or order as long as (x) to the extent not prohibited by Law, Seller gives Buyer written notice prior to such disclosure and (y) Seller only discloses that portion of Confidential Information required to comply with such requirement, request, or order. Upon the termination or expiration of this Contract, Seller agrees, at its expense, to return, or destroy (to the extent feasible), Buyer’s Confidential Information in Seller’s possession.

(c) No License. All Confidential Information shall remain the exclusive property of the Buyer and nothing in this Contract, or any course of conduct between the Parties, shall be deemed to grant Seller any license, right, title, or interest in or to the Confidential Information (unless explicitly set forth in this Contract or otherwise agreed in writing by the Parties). Seller acquires no intellectual property license or rights under the Contract except the limited right to review and use such Confidential Information to perform its obligations under the Contract. All Confidential Information provided under the Contract is provided “AS IS” without any warranty, express, implied or otherwise.

15. Insurance. Seller must carry and maintain, at its own expense, the following insurance coverage in reasonable amounts: workers compensation, comprehensive general liability (including products/completed operations, contractual liability, person injury, and blanket contractual liability), and automobile liability. Seller will name Buyer as an additional insured under all such insurance policies. Seller must also fully insure any and all property of Buyer which is in Seller’s possession (including any work-in-process for which Buyer has paid for whether or not title has passed) against loss or damage to the extent of its insurable value, without deductible, at Seller’s cost, and designate Buyer as the loss payee. All insurance coverage shall be primary coverage to Buyer regardless of any other coverage Buyer receives or is entitled to receive. Seller shall not cancel, allow to lapse, or reduce the foregoing insurance without Buyer’s prior written consent. Upon request, Seller shall provide Buyer with certificate of insurances evidencing the required insurance coverages.

16. Event of Default. The following occurrences shall constitute events of default by Seller (each, an “**Event of Default**”): (i) Seller repudiates, breaches, or threatens to repudiate or breach any of the terms of this Contract or any of its obligations hereunder including, without limitation, Seller’s warranties; (ii) Seller fails to timely perform any of its obligations under this Contract or fails to provide Buyer with adequate and reasonable assurance of Seller’s ability to timely perform any of Seller’s obligations under this Contract including Seller’s ability to deliver Goods conforming to the requirements of this Contract; (iii) Seller

conditions the continued full performance of its obligations under this Contract on Buyer's agreement to modify the terms of this Contract; (iv) Seller becomes insolvent or there is filing of a voluntary or involuntary petition in bankruptcy by or against Seller, or there is an appointment of a receiver or trustee for Seller, or there is an execution of an assignment for the benefit of Seller's creditors, provided that such petition, appointment or assignment is not vacated or nullified within thirty (30) days of such event; or (v) Seller sells all or substantially all of its assets or fifty percent (50%) or more of its voting shares are sold (whether directly or indirectly, whether by operation of law or otherwise) without Buyer's prior written consent. Upon the occurrence of an Event of Default under subsections (i)-(iii) of this Section, such occurrence shall not be deemed an Event of Default if Seller corrects such failure or cures such breach (to the extent correctable or curable) within a commercially reasonable time period (but in no case exceeding fifteen (15) days). All Events of Default will be deemed to occur on the date the specific event occurs and any written notice from Buyer describing an Event of Default is only provided to Seller as a courtesy and will not be deemed to start any cure period unless expressly set forth in the written notice from Buyer.

17. Termination.

(a) Termination. In addition to any other rights or remedies of Buyer under this Contract or applicable Law, Buyer may terminate this Contract or any of its obligations under this Contract (including under any Purchase Order), in whole or in part (i) upon an Event of Default (subject to the provisions of Section 16) (a "**Termination for Cause**"), or (ii) at any time for any reason upon at least sixty (60) days prior written notice to Seller (a "**Termination for Convenience**"). For clarity, Buyer may terminate a Purchase Order without terminating the Supply Agreement and a termination of a Purchase Order does not terminate the Supply Agreement unless otherwise set forth in the termination notice from Buyer; *provided, however*, a termination of a Supply Agreement will be deemed to automatically terminate all outstanding Purchase Orders unless otherwise requested in writing by Buyer. Buyer shall have the right to a Termination for Cause or a Termination for Convenience notwithstanding the existence of a Force Majeure event. The effective date of any termination will be on the date of Buyer's written notice of termination or such later date as set forth in the notice. Buyer shall have no obligation to Seller, Seller's subcontractors, Seller's suppliers, or any other entity of any kind upon a Termination for Cause. In the event Buyer did not have a right to a Termination for Cause, Seller agrees any termination notice by Buyer to Seller will be deemed a Termination for Convenience. Because Buyer's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, Seller has no right to terminate this Contract or any Purchase Order.

(b) Obligations on Termination. Upon any expiration or termination of this Contract, Seller will immediately return and deliver to Buyer (i) all Buyer Property (including any Buyer paid tooling); (ii) any or all drawings, designs and all other documents provided by Buyer, and (iii) any other property of Buyer including, without limitation, all raw materials, packaging, and dunnage. Buyer shall have the right to inspect Seller's premises to confirm that Seller has returned all such materials to Buyer. For the avoidance of doubt, the termination or expiration of this Contract whether by contract or by Law shall in no event impede Buyer's ability to peaceably enter Seller's facilities and recover its tooling, Confidential Information or any other property (including Buyer Property) residing at or in the possession of Seller.

(c) Termination Claim. Upon Buyer's Termination for Convenience, (i) Seller shall immediately stop all work under this Contract and shall immediately cause any and all of its suppliers or subcontractors to cease such work and (ii) Buyer will, following Seller's compliance with Section 18, pay to Seller, without duplication, (x) the value of all finished Goods which had been produced by Seller to fulfill any Purchase Order, as the case may be, such value established by the then-current Purchase Order price; (y) the value of all work in process that had been pursued to fulfill any Purchase Order or, such value to be established in proportion to the current production price less any scrap value; and (z) the purchase price less scrap value of all raw materials that Seller had procured for Goods not yet finished or in process but which related to Goods intended to be produced to fulfill any Purchase Order if such raw material was unique to the Goods and cannot reasonably be re-purposed by Seller the price for finished and completed Goods that conform to the requirements of this Contract and delivered to Buyer. Notwithstanding the foregoing,

payments made under this Section will not exceed the purchase price that otherwise would have been payable by Buyer for finished Goods that would have been produced by Seller under this Contract on the date of termination pursuant to an outstanding Purchase Order. Buyer will not be liable, and will not be required to make payments to Seller (whether arising for a Termination for Convenience, Termination for Cause, or otherwise) directly or indirectly, on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges, or any other charges from termination of this Contract or otherwise. Seller shall furnish to Buyer, within thirty (30) days after the effective date of termination, Seller's termination claim, which shall consist only of the approved items listed above. Buyer may audit Seller's records before or subsequent to payment to verify Seller's termination claim. Any payment of a termination claim will not be deemed a waiver of any of Buyer's other rights arising under this Contract or applicable Law. A termination claim is Seller's sole and exclusive remedy for a Termination for Convenience. Seller's failure to timely submit a termination claim shall be a bar to any future action on such claim. Buyer shall have no obligation to Seller, Seller's subcontractors, Seller's suppliers, or any other entity of any kind upon a Termination for Cause.

18. Transition of Supply. Upon the expiration or termination of this Contract for any reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of Goods to Buyer. Without limiting the foregoing, Seller agrees to take such actions as may be reasonably required (and requested) to transition the Goods from Seller to a successor supplier including, without limitation, the following: (a) Seller shall provide a sufficient bank of Goods, at the prices and other terms stated in the Purchase Order (without premium or other condition), to ensure the orderly transition to the successor supplier; (b) Seller shall provide to Buyer or the successor supplier all Buyer Property and any other property furnished by or belonging to Buyer in as good a condition as when received by Seller, reasonable wear and tear excepted; (c) Seller shall provide access to Seller's premises, at a mutually acceptable date and time, to Buyer and the successor supplier so that Buyer and such supplier can view and actively participate during the disconnect or disassembly process of Buyer Property; and (d) if requested by Buyer, at Buyer's option, (i) assign to Buyer any or all supply contracts or contracts for raw material or components relating to this Contract, or (ii) sell to Buyer, at Seller's cost, any or all perishable tooling and inventory relating to this Contract. For clarity, the term "successor supplier" expressly includes, and is not limited to, Buyer or any other entity in the Buyer Group.

19. Service and Replacement Parts. Seller will sell to Buyer all Goods necessary for Buyer to fulfill its current model service and replacement parts requirements at the price(s) set forth in this Agreement. During the 15-year period after Buyer completes current model purchases, or such longer period as prescribed by applicable Law (the "***Service Parts Period***"), Seller will sell the Goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. For the first five (5) years of the Service Parts Period, Seller will sell the Goods to Buyer at the price(s) in effect at the conclusion of current model purchases. After the initial five (5) years of the Service Parts Period, Buyer and Seller shall negotiate in good faith the price for the Goods, which price shall be commercially reasonable. When requested by Buyer, Seller will make service literature and other materials available at no additional charge to support Buyer's service-part sales activities.

20. Indemnification. In addition to any other indemnification set forth in this Contract, Seller will indemnify, defend, hold harmless Buyer, its present and future directors, officers, shareholders, members, employees, attorneys, agents, representatives, parents, affiliates, subsidiaries, dealers, and their users (each an "***Indemnified Party***") for, from, and against any and all claims, costs, demands, losses, indirect and direct damages (including lost profits, incidental, consequential, and punitive damages), liabilities, causes of action, judgments, settlements, awards, fines, penalties, assessments, and expenses (including costs of defense, mediation, settlement and reasonable attorneys' and other professionals' fees), however described or denominated, incurred by the Indemnified Parties or brought by any third-party (including, without limitation, federal, state, or local governmental authorities or Seller's employees, subcontractors, laborers, agents, and assigns) against an Indemnified Party arising out of, incidental to, or resulting from Seller's performance of the Contract including (a) any negligent or willful act or omission of Seller or its respective subcontractors,

agents, employees or other representatives; (b) Seller's, its subcontractors', agents', employees' or representatives' commission of any Event of Default or other breach of any provision of this Contract (including, without limitation, Seller's warranties or any Recalls); (c) Seller's, its subcontractors', agents', employees' or representatives' violation of any Law; (d) a request or demand by Seller to modify or change the terms of this Contract or legal proceedings involving Seller that in the reasonable judgment of Buyer may impact Seller's continued or future performance under this Contract (including, without limitation, if Seller is a party to a court case or proceedings in which Buyer is required to appear, participate, or monitors in order for Seller to continue performance under this Contract); or (e) any seizure, detention or destruction of any Goods, whether under the authority of any governmental authority, court order, or with the commercially reasonable approval of Buyer. These indemnity and defense obligations include claims of Seller's employees, agents, contractors and subcontractors and claims alleging or involving Buyer's joint, concurrent, or comparative negligence. Notwithstanding anything contained herein, Buyer shall have the right, at Seller's expense, to select and retain counsel of its choosing in defense of the foregoing and to enter in any settlement or compromise related to the foregoing.

21. Remedies. The rights and remedies reserved to Buyer in this Contract shall be cumulative, and in addition to all other or further remedies provided at Law. Without limiting the foregoing, should any Goods fail to conform to the warranties set forth above or are alleged to or are determined to cause injury to third-parties, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any damages caused by such nonconforming Goods, including, but not limited to, costs (including all reasonable attorney's or other professional fees), expenses and losses incurred by Buyer in (a) inspecting, sorting, containing, repairing or replacing such nonconforming Goods, (b) claims or litigation arising from personal injury (including death) or property damage caused by such nonconforming Goods, (c) in conducting Recall campaigns or other corrective service actions (whether Buyer or governmental initiated). If requested by Buyer, Seller shall, without charge to Buyer, administer and process warranty chargebacks for nonconforming Goods in accordance with Buyer's directions. In addition, Seller shall reimburse Buyer for all liability, claims, demands or expenses (including reasonable attorney's or other professional fees) arising from an Event of Default, a request or demand by Seller for accommodations from Buyer (whether financial or otherwise), or legal proceedings involving Seller that in the reasonable judgment of Buyer may impact Seller's continued or future performance under this Contract. Without limiting any rights or remedies of Buyer under this Contract or at Law, in the event that Seller fails or refuses to deliver Goods, or otherwise repudiates any provision of this Contract, Seller agrees that Buyer will suffer irreparably injury that monetary damages will not satisfy and, as a result, Buyer may seek specific performance of Seller's obligations under this Contract (including permanent or temporary injunctive relief) without the need to post a bond or any other type of security. In the event this Contract is issued or renewed after Seller becomes a debtor in bankruptcy, Buyer shall be entitled to all of its attorney's or other professional fees arising from or relating to the bankruptcy case, including for monitoring the case.

22. Duty to Advise. Seller will promptly notify Buyer in writing of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences: (a) any failure by Seller to perform any of its obligations under this Contract; (b) any delay in delivery of Goods under this Contract; (c) any defects or quality problems relating to the Goods; (d) any deficiency in Buyer specifications, samples, prototypes or test results relating to this Contract; (e) any failure by Seller, or its subcontractors or common carriers, to comply with applicable Laws, including with respect to transportation of Goods; (f) any changes in Seller's corporate structure or organization (including any direct or indirect change in control or ownership of Seller (by operation of law or otherwise)); and (g) a sale of substantially all of Seller's assets or a sale of substantially all of Seller's assets that are necessary to perform this Contract. In addition, Seller will keep Buyer advised of any information that Buyer reasonably ought to know so that Buyer or Seller is able to supplement, modify, or replace any Goods instructions, packaging, or labeling from time to time as may be appropriate or necessary.

23. Subcontracting. Seller will not subcontract any of its obligations under this Contract without the prior written consent of Buyer. Any such consent of Buyer will not release Seller from, or limit any of, Seller's obligations, responsibilities, or warranties under this Contract. If Buyer approves a

subcontractor, Seller warrants and guarantees that such subcontractor's performance will satisfy all requirements applicable to Seller under this Contract. Seller is solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work necessary to complete the Contract. Notwithstanding Buyer's approval of a subcontractor, Seller's is solely responsible for all payments due to that subcontractor. Seller shall ensure that any subcontractors to Seller have contracts with Seller in writing consistent with the terms of this Contract to ensure that the protections required by Buyer from Seller are also received from subcontractors for the benefit of Buyer and Seller. The direction and supervision of Seller's and any permitted Subcontractor's employees rest exclusively with Seller or such Subcontractor. Seller remains fully responsible and liable to Buyer for the acts of its Subcontractors and performance of all Seller's duties and obligations under this Contract.

24. Financial Condition; Audit.

(a) Seller represents and warrants to Buyer that, as of the date of each Purchase Order and throughout the Term: (i) it is not and will not become insolvent and is paying and will pay all debts as they become due; (ii) it is and will remain in compliance with all loan covenants and other obligations; and (iii) all financial information provided by Seller to Buyer concerning Seller is accurate and has been prepared in accordance with generally accepted accounting principles of the jurisdiction in which it operates.

(b) Upon request by Buyer, Seller will provide Buyer copies of all of Seller's books, records and accounts, in any way related to (i) Seller's performance under this Contract (including Seller's processes and procedures), (ii) the Goods, or (iii) any payment or other transaction occurring in connection with this Contract, in each case, for the purpose of auditing Seller's compliance with the terms of this Contract, including Seller's charges for the Goods. In addition, Seller will permit Buyer access during regular business hours, or outside of regular business hours upon reasonable request, to Seller's management personnel and facilities to monitor, inspect, and audit Seller's operational performance of this Contract including, without limitation, the quality of the Goods and Seller's manufacturing processes. Seller agrees to cooperate fully with Buyer in connection with any audit or inspection.

25. General Terms.

(a) Notices. All notices, claims and other communications to Buyer required or permitted under this Contract will be made in writing and will be effective only upon receipt by Buyer. Any notices that claim a breach of this Contract by Buyer must be addressed to Buyer's Vice President Purchasing and Supply Chain at the address specified in an executed agreement between Buyer and Seller, or, if there is no executed agreement, in the Purchase Order. Seller's failure to provide any notice, claim, or other communications to Buyer in the manner and within the time period specified in this Contract will constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim, or other communication.

(b) No Advertising. Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Goods or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

(c) Severability. If any clause in this Contract is determined by a court of competent jurisdiction to be invalid, the invalidity of such clause shall not affect the validity of the remainder of this Contract.

(d) Assignment. This Contract is entered into with Seller in reliance on Seller's personal performance of the duties imposed. Seller may not assign this Contract, or assign or delegate any of its rights or obligations under this Contract, whether whole or in part or by operation of law or otherwise, in each case, without Buyer's prior written consent, which may be withheld in Buyer's sole discretion. Any purported assignment in violation of this Section will be null and void and have no force or effect.

(e) Governing Law. This Contract, and all related documents and matters arising out of or relating to this Contract, are governed by, and will be construed in accordance with, the Laws of the State of Indiana, without regard to any conflict of law provisions.

(f) Arbitration. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract. Any claims or disputes arising between the Parties arising under this Contract shall, at Buyer's sole election, be resolved through binding arbitration under the Commercial Arbitration Rules and Mediation Procedures published by the American Arbitration Association by a single arbitrator appointed in accordance with said rules.

(g) Venue. If arbitration is elected by Buyer, the arbitration shall take place in Noblesville, Indiana and be conducted in the English language. The arbitration shall permit discovery, as deemed reasonable by the arbitrator. If Buyer does not elect arbitration, Seller irrevocably and unconditionally agrees that the sole and exclusive forum and venue for any legal or equitable action or proceeding arising out of or in connection with this Contract will lie in the United States District Court for the Southern District of Indiana, the courts in the State of Indiana sitting in Hamilton County, and any appellate court with jurisdiction over such courts. Seller irrevocably and unconditionally submits to the sole and exclusive personal jurisdiction of such courts and Seller agrees not to bring any action, litigation, or proceeding in any other court. For clarity, Seller irrevocably waives any objection which it may have to the laying of the venue of any such suit, action or proceeding and any claim that any such suit, action or proceeding has been brought in an inconvenient forum including, without limitation, any defense of *forum non conveniens*, international comity, or any other defense based on the location of a Party or where the transactions under this Contract take place. Each Party agrees that any breach of this Contract and any resulting injury will be deemed to occur in the State of Indiana, United States of America and it is their mutual intention and agreement to have all disputes fully and finally resolved in the federal and state courts within the State of Indiana, United States of America.

(h) Waiver. Except as otherwise provided in this Contract, the failure of either Party at any time to require performance by the other Party of any provision of this Contract shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

(i) Relationship of Parties. Seller and Buyer are independent contracting parties and nothing in this Contract will make either Party the agent or legal representative of the other for any purpose, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller's personnel will in no event be considered employees of Buyer and Seller will remain responsible for all wages, taxes, benefits, payroll deductions, remittances and other obligations with respect to its personnel. Unless MPP is expressly identified as the Buyer in the Purchase Order, Seller acknowledges and agrees that neither MPP nor any other subsidiary, affiliate, or division of MPP (other than the specified Buyer) will have any liability to Seller under this Contract (including the Supply Agreement and Purchase Order) and Seller hereby waives all claims, liabilities, and demands against such parties.

(j) No Third-Party Beneficiary. Except as otherwise provided in this Contract, Seller acknowledges and agrees that the rights and interests of the Parties under this Contract are intended to solely benefit Buyer and Seller and no third-party.

(k) Interpretation. For purposes of this Contract (i) whenever the word "including" (or any variation thereof) is used, it is deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) section headings are for convenience or reference only, and do not affect the meaning of this Contract; (iv) references to "Sections," are to sections in these Terms and attached to these Terms unless otherwise indicated; (v) words such as "herein" and "hereunder" refer to this Contract as a whole; and (vi) any agreement, instrument, statute, law, regulation or rule defined or referred to herein shall be deemed to mean such agreement, instrument, statute, law, regulation or rule as from time to time

amended, modified or supplemented, and includes, in the case of agreements and instruments, references to all attachments thereto and instruments incorporated therein.

(l) Survival. Any section or provision herein that by its terms should survive and remain valid shall survive and remain valid after the expiration or termination of this Contract. Without limiting the foregoing, the obligations, representations, warranties, and covenants of Seller under this Contract that by their nature are intended or reasonably expected to survive the expiration or termination of this Contract shall survive the termination or expiration of this Contract, including (i) the obligations, representations, warranties, and covenants of Seller with respect to Goods delivered to or ordered by Seller prior to such expiration and termination and (ii) the obligations, representations, warranties, and covenants of Seller set forth in Sections 6 (Inspection, Nonconforming Goods, Recalls), 10 (Proprietary Rights), **Error! Reference source not found.** (Warranty), 12 (Compliance with Laws), 14 (Confidentiality), **Error! Reference source not found.** (Termination), 18 (Transition of Supply), 19 (Service and Replacement Parts), 20 (Indemnification), 21 (Remedies), 22 (Duty to Advise) and this Section 25.

(m) **LIMITATION OF LIABILITY**. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY OTHER THIRD-PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY ANTICIPATED OR LOST PROFITS, INTEREST, OR PENALTIES OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, IN EACH CASE, RELATING TO, IN CONNECTION WITH, OR ARISING OUT THIS CONTRACT. IN ADDITION, BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SELLER FOR ANY FEES, INCLUDING ATTORNEY FEES OR CONSULTING FEES, OR ANY STATUTORY DAMAGES. THE FOREGOING APPLIES REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY BUYER OR BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

(n) **CONSULTATION WITH COUNSEL**. BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE ENTERING INTO THIS CONTRACT AND ARE DOING SO WITHOUT DURESS, INTIMIDATION, OR COERCION AND WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES, OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES, OR COMMITMENTS SET FORTH IN THIS CONTRACT.

(o) **JURY TRIAL WAIVER**. BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR ANY OTHER DOCUMENT PERTAINING TO THIS CONTRACT.

(p) Entire Agreement. This Contract, including any attachments, exhibits or supplements attached hereto or incorporated herein by specific reference, constitutes the entire agreement between Seller and Buyer with respect to the subject matter of this Contract and supersedes all prior or contemporaneous oral or written discussions, understandings, representations and agreements. This Contract is being entered into among competent persons who are experienced in business. Therefore, no provision in this Contract may be construed against any Party as the drafter. This Contract may only be modified in writing signed by Buyer.

[End of Metal Powder Products LLC Purchase Order Terms and Conditions]