



CONTINENTAL CONDITIONS OF SALE

(1) CONDITIONS OF SALE.

a. "Seller" shall mean the actual Continental legal entity selling parts, components, systems or other goods (the "Products") to Buyer and/or any services such as, and without limitation, installation, testing, maintenance and support services ("Services"). Any Seller quotation or order acknowledgment for the sale of Products and Services, if any, is an offer subject to and expressly conditioned upon Buyer's assent to these Conditions of Sale and any terms included on Seller's quotation or order acknowledgment, whether assent is in writing or by conduct. Acceptance of or payment for Products and/or Services shall constitute such assent. "Agreement" shall mean the foregoing Seller offer and Buyer assent and may also be referred to individually or in part in these Conditions of Sale as "Order(s)". Seller rejects all additional or different terms and no such terms of Buyers shall be considered a term or condition of the Agreement.

b. Unless Buyer is an authorized distributor of Seller, Buyer agrees to limit the use and distribution of the Products purchased under this Agreement to the incorporation of said Products into a value-added goods which Buyer shall market for sale, lease or rent to third parties under Buyer's name in the regular course of Buyer's business. Buyer is responsible for (i) the selection of Seller's Products, (ii) its ability to achieve its intended results using Seller's Products in combination with other parts, components, products, software and/or peripherals of Buyer's design, assembly, manufacture or purchase, and (iii) for the system performance of Buyer's value-added goods. Buyer also acknowledges that any technical support for Buyer's value-added goods shall be entirely Buyer's responsibility.

c. If Buyer distributes or resells Products and/or provides Services in connection with such resale or distribution, Buyer represents and agrees that Buyer will cause its customer to receive and accept the warranty and remedy limitations set forth herein. Buyer agrees to hold harmless and indemnify Seller from and against any claims, losses, damages, costs and expenses, including without limitation attorney fees and litigations costs, from or relating to Buyer's failure to satisfy its obligations under this paragraph.

(2) PRICES, INVOICES AND PAYMENT.

a. Unless expressly indicated otherwise in Seller's quotation, prices quoted are for Products and Services only, and exclude all freight, insurance, custom duties, tariffs and fees, Federal, State, Provincial, Municipal and Local excise, sales, use, service, occupation, gross income, property or other similar taxes or assessments, all of which are the responsibility of Buyer. If Buyer does not supply Seller, prior to sale, appropriate sales use and Federal excise exemption certificates, Seller shall have the right to include all applicable taxes.

b. Seller reserves the right to change prices from time-to-time. Products will be billed at prices in effect at the time of shipment. Within ten (10) days after notice of a price increase, Buyer may cancel the unshipped portion of any Order that is subject to price increase by providing a written cancellation notice to Seller. Upon cancellation, Buyer shall have no liability to Seller for the canceled

portion of the Order except as to Products manufactured or in process, components procured by Seller from outside sources, and special tooling, equipment or single use raw materials procured for performance of Buyer's cancelled Order.

c. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice, without regard to other deliveries.

d. Seller's offer is subject to Seller's current credit policies and practices. Seller reserves the right, in its sole discretion, to approve, disapprove, or change Buyer's credit limit or to impose credit terms.

e. If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial solvency, advance cash payments, COD, shortened payment terms, and/or the posting of satisfactory security or other such financial accommodation requested by Seller. Additionally, Buyer agrees Seller may withhold shipments until Buyer complies with Seller's financial requirement(s). In the event of a complete or partial failure to timely pay, Seller may, at its option, (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, (iii) offset such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer, and (iv) charge default interest on late payments at a rate of 1.5% per month (an effective annual rate of 19.70%) or such lesser rate as provided by law.

f. Buyer grants to Seller a security interest and right of possession in the Products until Buyer makes full payment. Buyer will cooperate in whatever manner necessary to assist Seller in perfecting and recording such security interest.

g. If any government action or law should have the effect of establishing a maximum price on the Products to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments upon thirty (30) days written notice.

(3) DELIVERY.

a. Unless expressly indicated otherwise in Seller's quotation, all shipments are made Ex-works, Incoterms 2020, Seller's manufacturing location, freight collect. Title and risk of loss or damage to Products shall pass to Buyer at the place of delivery. Buyer assumes all freight, shipping, handling and other delivery costs and expenses for Products, including without limitation, transportation insurance. Such costs and expenses may, at Seller's option, be paid by Seller, provided however, Buyer agrees it shall be invoiced separately for and pay such costs and expenses upon demand.

b. Delivery dates are best estimates only and therefore non-binding. Seller reserves the right to make deliveries in installments and any such Orders shall be severable as to such installments. Delivery delay or default of any Order shall not relieve Buyer of its obligations to accept and pay for remaining Products. In the event Buyer delays shipment of any Order, Seller shall have the right to

charge Buyer reasonable storage costs and expenses for Products during the period of such delay.

Seller reserves the right to discontinue the sale and delivery of any Products sold hereunder at any time, in whole or in part, unless Buyer has an agreement signed by authorized representatives of Seller agreeing otherwise.

(4) TERMINATION.

a. Either party may terminate this Agreement if the other party fails to cure a breach of this Agreement within thirty (30) days after written notification to the breaching party of such breach.

b. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

c. If Seller terminates this Agreement for default, or if Buyer terminates this Agreement for convenience without sixty (60) days prior written notice, Buyer will pay to Seller a termination fees consisting of Seller's incurred costs, committed costs and a reasonable contract profit. Buyer may cancel this Agreement or an individual Order by giving Seller notice of such termination, which notice must be received by Seller at least sixty (60) or more days prior to the scheduled shipping date of the Order, otherwise Buyer will be responsible for termination fees.

d. Nothing contained in this Agreement shall be deemed to create any express or implied obligation on either party to renew or extend this Agreement or to create any right to continue this Agreement on the same terms and conditions contained in it.

e. The terms and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties shall so survive the completion of performances and termination or expiration of this Agreement, including the making of all payments due under this Agreement.

(5) WARRANTY.

a. Prototypes, Products in Development, and Samples.

All prototypes, products in development, test or trial products and samples are provided by Seller to Buyer "AS IS WHERE IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to such prototypes, products in development, test products, and samples.

b. Products.

(i) During the Products Warranty Period, Seller warrants that (1) Products that it supplies hereunder will be free from defects in material and workmanship under normal use and operations (or under certain test and controlled laboratory conditions as may be expressly provided for in a separate written agreement signed by Seller and Buyer) and (2) such Products will conform to Seller's applicable published specifications as in effect at the time of shipment (or such other specifications as may be expressly provided for in a separate written agreement signed by Seller and Buyer).

(ii) The Products Warranty Period shall (1) commence on the date that the Seller ships Products and shall expire on the first anniversary thereof, or (2) if applicable, commence on the date that Seller installs Products for Buyer and shall expire on the first anniversary thereof.

(iii) To the extent that any Products are not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund to Buyer the purchase price less shipping and handling of the non-conforming Products or (2) repair or replace the non-conforming Products.

(iv) To be eligible for a Products warranty claim, Buyer must (1) make such claim in writing to Seller prior to the expiration of the Products Warranty Period, (2) upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming Products, (3) upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Products, and (4) upon Seller's request provide Seller with access to any applicable warranty related data related to the non-conforming Products.

c. Services.

Unless there is a separate agreement between Buyer and Seller for Services, Services are provided by Seller (or Seller's authorized dealer) to Buyer "AS IS WHERE IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to Services.

d. VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN CALIFORNIA.

(i) To the extent Products to be supplied by Seller hereunder are vapor recovery system equipment that Buyer uses in California, then the following additional terms shall apply: During the California Vapor Recovery Systems Equipment Warranty Period, Seller warrants that the vapor recovery system equipment that Seller is supplying hereunder will meet the performance standards and specifications to which such vapor recovery system equipment were certified by the California Air Resources Board.

(ii) The California Vapor Recovery Systems Equipment Warranty Period shall expire upon the earlier of (1) the first anniversary of the initial installation date of the vapor recovery systems equipment, and (2) the first anniversary of "install-by-date", if any, marked on the warranty card included with the vapor recovery systems equipment and the shipping container.

(iii) To the extent that such vapor recovery systems equipment is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund to Buyer the purchase price less shipping and handling of the non-conforming vapor recovery systems equipment or (2) repair or replace the non-conforming vapor recovery systems equipment.

(iv) To be eligible for a vapor recovery systems equipment warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the California Vapor Recovery Systems Equipment Warranty Period, (2) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming vapor recovery systems equipment, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-

conforming vapor recovery systems equipment, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the allegedly non-conforming vapor recovery systems equipment.

e. Tires. To the extent that Products to be supplied by Seller hereunder are tires, then (i) Seller's applicable limited warranty and adjustment policy in effect at the time that Seller ships the tires shall control and apply, to the exclusion of the other warranty provisions contained herein, (ii) Buyer agrees that Seller's only warranty obligations and Buyer's exclusive remedies are set forth in such limited warranty and adjustment policy, and (iii) Buyer agrees not to take any action that is inconsistent with the foregoing provisions.

f. Software. To the extent that Products supplied hereunder contain software supplied by Seller, Seller warrants that such software will be free from viruses upon delivery and perform substantially according to Seller's functional specifications for sixty (60) days from the date of delivery. Seller's entire liability and Buyer's sole remedy is limited to a replacement copy of that portion attributable to Seller's software giving rise to this breach of warranty.

g. Seller's warranties contained in this Agreement extend only to Buyer. No other party shall be a third-party beneficiary thereof, nor be entitled to make a warranty claim or similar claim against the Seller.

h. These warranties shall not be enlarged absent specific written agreement signed by Buyer and Seller, and no obligation or liability shall arise out of Seller's rendering of technical advice and/or assistance or other support services.

i. If Buyer claims that any Products are non-conforming in any way, Buyer shall give notice in writing to Seller or such claim within ninety (90) days of Buyer becoming aware of such claim. Buyer hereby agrees that unless Buyer notifies Seller in writing within ninety (90) calendar days of shipment, there shall be a presumption that conforming Products were received by Buyer.

j. Buyer acknowledges that Seller has furnished to Buyer information which includes warnings and safety and health information concerning the Products. Buyer represents and agrees that it will disseminate such information to give warning of possible hazards to persons whom Buyer can reasonably foresee may be exposed to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers.

k. Buyer represents and acknowledges that Buyer used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Products and (ii) in the selection, provision, or designation of any specification or set of specifications for the Products agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and that Buyer assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected or designated by Buyer.

(6) WARRANTY DISCLAIMER.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN IN THIS AGREEMENT, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCTS SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCTS, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCTS OF BUYER OR ANY THIRD PARTY. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE SELLER. Seller disclaims any and all liability for or related to: (1) equipment or products or personnel not supplied or manufactured by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with Seller's Products; (2) any system or the operation thereof into which the Seller's Products are incorporated; (3) any designs, specifications or requirements provided by Buyer; (4) Services performed in connection with products that are not manufactured by Seller; (5) defects resulting from misuse, abuse, careless handling, defacement, modifications or alterations by any person other than Seller; (6) defects resulting from failure to observe or follow any Product information or instructions provided by Seller; and (7) any Services performed on Seller's behalf by an authorized dealer.

Except for the limited software warranty set forth in Article 5 Warranty, software is provided "AS IS." Seller does not warrant or represent that software sold as part of the Product meets Buyer's requirements, will be uninterrupted or error-free, or that the errors in the software will be corrected AND further disclaims ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. Seller's limited warranty is lieu of all liabilities or obligations of Seller for damages arising out of or in connection with the installation, use or performance of software. Buyer agrees that any software's failure to perform in accordance with any documentation provided by Seller shall not be considered a failure of the essential purpose of the remedies contained herein. Except for the above limited remedy, the entire risk of the software's quality and performance is with Buyer.

(7) LIMITATION OF LIABILITY.

SELLER'S TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FOR BREACH OF CONTRACT, WARRANTY, SELLER'S NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF PRODUCTS AND/OR SERVICES SOLD HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES AND SUBSIDIARIES (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO REPUTATION, LOSS OF BUSINESS OPPORTUNITIES, PROFITS, REVENUE, OR GOODWILL, BUSINESS INTERRUPTION OR DOWNTIME, OVERHEAD EXPENSES, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, INFRINGEMENT OF PATENTS OR COPYRIGHTS, DATA LOSS OR OTHER ECONOMIC LOSS WHATSOEVER ARISING OUT OF, CAUSED BY OR RELATED IN ANY WAY TO THE BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE,

EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATION ON DAMAGES IS AN ALLOCATION OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR, AND BUYER ASSUMES ALL LIABILITY FOR, ALL PERSONAL INJURY AND PROPERTY DAMAGE CONNECTED WITH THE HANDLING, TRANSPORTATION, OR FURTHER MANUFACTURE, FABRICATION, ASSEMBLY, PROCESSING OR USE OF THE PRODUCTS. These limitations shall apply notwithstanding the failure of the essential purpose of any warranty or limited remedy specified in this Agreement.

(8) PATENT AND COPYRIGHT INDEMNITY.

Seller shall have no obligation to defend or indemnify Buyer with respect to any suit, allegation, or demand against Buyer based upon a claim that any Products or software furnished by Seller to Buyer hereunder infringes any patent (utility, design, or other) or copyright. Buyer agrees that it will, upon request of Seller, defend at Buyer's expense any infringement suit against Seller arising out of either compliance with Buyer-furnished specifications, designs, or instructions, or use of Buyer-furnished components or software, and Buyer agrees to pay costs and damages finally awarded in any such suit, provided that Buyer is notified promptly of the suit and, at Buyer's request, is given control of such suit and all requested reasonable assistance for the defense of the same.

(9) LICENSES.

a. The sale of the Products or software furnished hereunder does not convey any license by implication, estoppel or otherwise under any proprietary or patent rights of Seller covering combinations of these Products or software with other elements. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions relating to the Products covered by this Agreement. Except as specifically provided herein, this Agreement conveys no license to Buyer under any intellectual property rights of Seller.

b. The Products Buyer purchases from Seller may contain software in the form of firmware programs built into their circuitry or loaded into electronic memory. Buyer's purchase of those Products include a non-exclusive license to use and sub-license the software only as part of the Products and only under the following conditions: (a) Seller (or its supplier) retains all title and ownership to copyright and other intellectual property interests in the software; (b) Buyer will only transfer possession of the software in conjunction with a transfer of Products; and (c) Buyer shall not remove any copyright notice or proprietary legend from the software, or use the software with any hardware except with the Seller hardware for which it is designed.

c. Buyer acknowledges Seller's claim that Seller provided software (including any related documentation or source code), if any, and Products furnished hereunder contain valuable trade secrets of Seller and, therefore, agrees that it will not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller software and Products. Since unauthorized use of such Seller software and Products will greatly diminish the value of such trade secrets and cause irreparable harm to Seller, Buyer agrees that Seller, in addition to any other remedies it may have, shall be entitled to equitable relief to protect such trade secrets, including without limitation temporary and permanent injunctive relief without the proving of damage by Seller.

d. Buyer is not permitted to use any trademark or trade name owned by Seller, except that Buyer may indicate that the Products sold to Buyer per this Agreement are "manufactured by Continental Automotive Systems, Inc." or, as appropriate, any other Seller business entity. Any other use of a Seller owned trademark is not permitted, except with Seller's prior written approval.

e. Buyer shall take all measures necessary to ensure that any intellectual property embodied by, or associated with, the Products is fully retained by Seller even to the extent provided to entities that are U.S. government agencies, U.S. government prime contractors or grantees, subcontractors, or vendors to the aforementioned (collectively "Government Buyers"). Seller grants no license or other authorization for Government Buyers or others to use, disclose, reproduce, reverse engineer, or alter the Products or any related intellectual property except to the extent specifically provided in these Conditions of Sale. Buyer agrees to treat and ensure that others treat any intellectual property of Seller as intellectual property developed at exclusive private expense, in a manner so as to ensure that all such intellectual property is fully retained by Seller without the provision of any title to or license in such intellectual property being provided to Government Buyers or third parties except to the extent provided for in these Conditions of Sale. Any firmware or software documentation provided by Seller consists of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, and the Government's rights in the Firmware and Documentation will thus not exceed those set forth in these Conditions of Sale. This is in accordance with 48 C.F.R. 227.7201 through 227.7202-4 (if this Agreement is with a Department of Defense ("DOD") agency) and with 48 C.F.R. 2.101 and 12.212 (if this Agreement is not with a DOD agency).

f. The parties agree that in the event the Seller develops any proprietary information, intellectual property, work product, concepts, or ideas for inventions, copyrights, whether registered or not, improvements or valuable discoveries and ideas, whether patentable or not (collectively "intellectual property"), which are conceived, made, first reduced to practice, or generated by Seller in connection with the Products, solely or jointly with another, all rights and ownership in such intellectual property shall be owned, and are hereby owned, by Seller, and Buyer hereby assigns to Seller any and all such intellectual property it may have in connection with the Products to the extent any is developed jointly by Buyer and Buyer shall cause all of its employees and contractors who contributed to such development to waive all moral rights they may have in such intellectual property.

(10) CONFIDENTIAL INFORMATION. To the extent that protection of information or materials to be transferred pursuant to this Agreement is covered by an existing confidentiality agreement, the existing agreement shall apply. Otherwise, the following terms shall apply: Seller may furnish to Buyer information and materials (collectively the "Materials") Seller deems confidential or proprietary. Buyer may not disclose such Materials to any third party except to its employees who may require use of the Materials in the performance of their duties, and Buyer may use such Materials only as authorized by Seller. Buyer's obligations with respect to such Materials shall continue for five (5) years after receipt of the Materials.

(11) EXPORT COMPLIANCE.

a. Buyer, its affiliates, and persons acting on their behalf shall comply with all applicable export control and economic and trade sanctions laws of the United States, Canada or any other appropriate national or international authorities such as the European Union, and shall not, directly or indirectly export, reexport, transfer, resell, ship, or divert any Products, Materials, Services, technical data, or software (together referred to as "items") furnished hereunder to any person, entity, project, use, or country in violation of such laws. Buyer understands that diversion of items contrary to such laws could subject Buyer to civil or criminal liability.

b. Such laws include (a) the statutes, regulations, orders and directives maintained by the U.S. Office of Foreign Assets Control ("OFAC"), (b) the U.S. Export Administration Regulations ("EAR") maintained by the U.S. Bureau of Industry and Security ("BIS"), (c) statutes and regulations maintained by Global Affairs Canada and Public Safety Canada, (d) the Defence Production Act ("DPA") and its associated regulations, and (e) the corresponding laws of other countries and of the European Union. Such U.S. laws generally apply to U.S. companies, actions taken within the United States, and to U.S. origin items and other items containing U.S. origin content located anywhere in the world.

c. In the event the Products are exported or re-exported from Canada, the Buyer shall comply with all applicable laws, regulations and policies, and shall apply for and receive applicable export permits prior to exportation. This includes, but is not limited to, laws relating to U.S. re-export permits and trade sanctions. Any export, directly or indirectly, which is affected contrary to Canadian export control laws under the Export and Import Permits Act ("EIPA") and the DPA and their associated regulations, or any other applicable law, regulation or policy, is prohibited.

d. In the event the Products are exported or re-exported from Mexico, the Buyer shall comply with all applicable laws, regulations and policies, and shall apply for and receive applicable export permits prior to exportation. This includes, but is not limited to, laws relating to U.S. re-export permits and country sanctions. Any export, directly or indirectly, which is affected contrary to Mexican export control laws, or any other applicable law, regulation or policy, is prohibited.

e. Buyer represents and warrants that (a) it is not included in the Denied Persons List, Entity List or Unverified List administered by BIS or in the Specially Designated Nationals and Blocked Persons List or Consolidated Sanctions List administered by OFAC, (b) it is not 50% or more owned, directly or indirectly, by any party included in either such OFAC list, (c) it is not listed under Canadian sanctions laws and regulations, including the Special Economic Measures Act, United Nations Act, Justice for Victims of Foreign Public Officials Act, Freezing of Assets of Corrupt Foreign Officials Act, and the Criminal Code, and (d) it is not acting on behalf of or at the direction of a person listed under such Canadian sanctions laws and regulations.

f. Buyer shall indemnify and hold Seller harmless for all claims, demands, cost, fines, penalties, fees, expenses or losses, including the reasonable fees, charges and disbursements of counsel, arising from Buyer's failure, intentional or unintentional, to comply with the foregoing export and sanctions compliance paragraphs. Buyer shall promptly provide Seller with complete and accurate information and documents as may be necessary to ensure compliance with applicable laws, including in relation to the end-

user, end-use and destination country for the items furnished by Seller, in the format required by Seller. Except to the extent and in a manner specifically agreed by Seller in advance in a writing signed by an authorized representative of Seller, Buyer shall in no event (a) provide to Seller any goods, products, information, materials, software, data, or technology subject to restrictions on exportation, release or disclosure pursuant to U.S. or Canadian export control laws, including but not limited to the EAR, the International Traffic in Arms Regulations ("ITAR"), U.S. or Canadian trade sanctions, the Export Control List under the EIPA or the DPA and its associated regulations, (b) require Seller to design, manufacture, modify, sell or otherwise take action with respect to such export-controlled materials.

(12) GOVERNMENT CONTRACTS. In the event Buyer elects to sell Seller's Products or Services to the U.S. or Canadian Government or any state, local or non-U.S. Government entity, or to a prime contractor or other subcontractor selling to such entities, Buyer does so solely at its own option and risk. Except as indicated in the paragraph below, Buyer remains exclusively responsible for compliance with all contractual obligations and laws governing such sales and agrees not to obligate Seller as a subcontractor or otherwise to such entities. Further, Seller makes no representations, certifications or warranties whatsoever with respect to the ability of its Products, Services, or prices to satisfy any such statutes, regulations, or contractual obligations. If Buyer is specifically required to "flow down" the following clauses to Seller under the terms of a U.S. federal government contract or subcontract, Buyer and Seller agree that any Products and Services provided by Seller are "commercial items" as defined in Federal Acquisition Regulation ("FAR") section 2.101 and Seller will consider agreeing to the following FAR clauses listed in FAR clause 52.244-6 "Subcontracts for Commercial Items": 52.203-13, 52.219-8, 52.222-26, 52.222-35, 52.222-36, 52.222-40, 52.222-50, 52.247-60, and 52.247-64. Any such agreement by Seller must be in a signed writing executed in advance by an authorized representative of Seller.

(13) FORCE MAJEURE. The obligations of Seller and Buyer (other than Buyer's payment obligation) under this Agreement shall be temporarily suspended or excused to the extent it is caused by an event beyond the reasonable control of the party and without its fault or negligence ("Force Majeure"). Performance may be suspended for the period of any such delay. By way of example and not by way of limitation, a Force Majeure event includes acts of God, act of terrorism, acts of any governmental authority (whether valid or invalid), disease, pandemic or epidemic, fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, unavailability of materials, strikes, labor disputes, increases in raw material costs, or court injunction or order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party as soon as reasonably practicable under the circumstances. Buyer's economic hardship or changes in market conditions shall not be considered Force Majeure. In the event Seller is unable to wholly or partially perform because of any cause beyond its control, Seller may terminate any order without any liability to Buyer.

(14) GENERAL.

a. Buyer shall at all times comply with all applicable federal, provincial, state, municipal and local laws, orders, rules and regulations in all relevant jurisdictions.

b. Buyer agrees that these Conditions of Sale and any terms included on Seller's quotation or order acknowledgment are the exclusive statement of the terms and conditions of the agreement between the parties and that they supersede all proposals and other communications between the parties, oral or written, relating to the subject matter hereof.

c. No modifications hereto shall be effective unless they are agreed upon in writing by both parties.

d. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products to Seller. Buyer further agrees no action shall be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action.

e. The failure of either party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in this Agreement or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right. To the extent that Seller shall prevail in any action, litigation, arbitration, mediation, appeal or other legal proceeding against the Buyer relating to this Agreement, the Seller shall be entitled to (and in addition to such other remedies, damages or relief as may be granted) costs and expenses, including but not limited to reasonable attorneys' fees and costs and charges billed by or on behalf of legal counsel, expert witness, investigative, and accountant fees, court filing and docket fees, reporter or transcription costs, and costs and expenses of appeals. As used in this paragraph, "reasonable attorneys' fees" shall include the allocated costs of Seller's in-house counsel.

f. No right, interest or obligation in this Agreement may be assigned or delegated by either party without the written permission of the other party. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors. Seller may assign this Agreement, in whole or in part, and without the consent of Buyer to (a) any affiliate or subsidiary, or (b) a third party in the event of merger, stock sale, recapitalization, conversion, consolidation or other business combination or sale of all, or substantially all, of the assets of Seller to such third party. If any provision of this Agreement is contrary to, prohibited by or held invalid by any law, rule, order or regulation of any government or by the final determination of any State, Provincial, Territorial or Federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

h. Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

i. This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, without reference to principles of choice and conflicts of laws. The Parties agree that the sole and exclusive venue for all disputes, claims or causes of actions shall be within the geographic bounds of the U.S. District Court for the Eastern District of Michigan. In the particular case in which both Buyer and Seller are companies duly incorporated under Mexican Law, this Agreement shall be considered as a contract made and to be performed at Mexico City, Mexico, and all disputes and causes of action between the parties related thereto shall be governed exclusively by and construed in accordance with the laws of Mexico City, Mexico, without regard to its conflicts of laws' provisions. In the particular case in which both

Buyer and Seller are companies duly incorporated under Canadian Law, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of laws' provisions. Buyer and Seller exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

j. The parties agree that any claim or dispute arising from this transaction will be submitted to non-binding mediation prior to initiation of any formal legal process. Such mediation will occur in Auburn Hills, Michigan, and the parties will bear their own expenses concerning the mediation.