

Walbro GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **CONTRACT:** This Purchase Order ("Order") includes any documents incorporated or referred to herein and any paper or electronic releases issued to Seller hereunder. "Walbro Group" means and includes Walbro Co., Ltd. and (i) any company in which Walbro Co., Ltd. owns, directly or indirectly, more than 50 % of the share capital or controls, directly or indirectly, more than 50 % of the votes. "Walbro" means the Walbro Group company that has issued a Order to the Seller. This Order is the entire contract between Walbro (the "Buyer") and Seller for the materials ordered and any related services (collectively, "Goods"). These Terms and Conditions will apply to the Order except as expressly modified or waived on the face of the Order. Captions in these Terms and Conditions are for convenience only. These Terms and Conditions constitute the parties' contractual agreement and supersede any previous oral or written representations, including but not limited to provisions in Seller's quotations, proposals, acknowledgments, invoices or other documents. Any references in the Order to Seller's quotation or other form of offer for the Goods are for information only and Buyer hereby rejects all terms and conditions proposed by Seller therein.
2. **ACCEPTANCE:** Seller's written acknowledgement of this Order, commencement of work on the Goods, or delivery of any Goods hereunder will constitute its acceptance of these Terms and Conditions. Without Buyer's written consent, no additional or different terms proposed by Seller in its acknowledgement will be effective to modify this Order and Seller will be deemed to have accepted the Order without such modifications. The terms of this Order may not be varied or modified in any manner, unless in a subsequent writing signed by an authorized representative of Buyer. Any stenographic or clerical errors are subject to correction by Buyer. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Order shall be deemed material and are objected to and rejected.
3. **SELLER'S STATUS:** Seller is an independent contractor and not the Buyer's employee, agent, partner or joint venturer.
4. **ASSIGNMENT:** This Order is entered into in reliance upon the Seller's personal performance of the duties imposed. The Seller agrees not to, in whole or in part, assign this Order or delegate the performance of its duties without the written consent of Buyer. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall effect a cancellation of this Order. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this Order. Buyer will have the right to assign any benefit or duty under an Order to any third party upon notice to Seller with or without consent.
5. **CHANGES TO ORDER:** Buyer may change this Order in any respect at any time by written notice to Seller. If any such change affects cost or timing, Buyer may, at its discretion, equitably adjust the price or time for performance where the Seller's direct costs are materially affected by such changes after receipt of documentation in such form and detail as Buyer may direct. Any request by Seller for an adjustment in price or terms must be made within sixty (60) days of any such change. All adjustments, if any, must be in writing and signed by a duly authorized representative of Buyer. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, the parties agree that Buyer's requested change did not affect the price or time for performance. Seller will not make any change to the Order unless done pursuant to Buyer's written instructions or with Buyer's written approval.
6. **PACKING AND SHIPMENT:** Seller will pack and ship the Goods in accordance with the Buyer's instructions on the Order, furnish all shipping documents required by Buyer and plainly mark Buyer's name and the Order number on all packages and documents. Unless otherwise stated in the Order or herein, the Goods are sold "Delivered Duty Paid" to Buyer's facility originating the Order and Seller will bear all risks and costs of delivering the Goods, including shipping and insurance charges, duties, taxes and other charges. Buyer's count or weight will be final and conclusive for all shipments. Seller will ensure that any third parties who supply packaging for the Goods agree to comply with Buyer's standards. Seller will reimburse Buyer for all expenses incurred by it as a result of improper packing, marking, routing, or shipping. Seller will not charge separately for packing, marking, or shipping, or for materials used therein unless Buyer specifies in writing that it will reimburse Seller for such charges. Buyer may require shipment of any of the Goods by a more expeditious method of transportation if Seller fails to meet the shipping requirements of an Order and Seller will bear the cost of such transportation. Seller shall pay any costs incurred by Buyer, including costs charged by its customers as a result of Seller's failure to comply with shipping or delivery requirements.
7. **DELIVERIES:** Time and quantity are of the essence in Seller's performance of this Order. Seller will deliver all Goods in accordance with Buyer's instructions about volume, mix and 100% on time delivery. Seller shall provide appropriate planning information to demonstrate capability to provide 100% on time delivery at Buyer's request. If any Goods are delivered in excess of volumes ordered or in advance of schedule, Buyer may return them at Seller's expense or retain them and invoice Seller for any resulting handling and storage costs. Buyer will not process invoices for Goods shipped in advance of schedule until the scheduled delivery date. Buyer may change scheduled deliveries at any time by written notice to Seller and will reimburse Seller for reasonable, documented incremental costs incurred by Seller due to such changes. If Seller fails to deliver any shipment of Goods in accordance with Buyer's instructions, Buyer may cancel the Order and/or purchase substitute goods, in which event, Seller will reimburse Buyer for its costs in procuring the substitute goods. Seller is responsible for excess costs associated with late delivery. This shall include (but will not be limited to) expedited freight, loss of production, and excess costs charged to Buyer by its customer due to late delivery. Seller will report to Buyer all excess freight costs incurred by Seller to Buyer.
8. **INSPECTIONS:**
 - A. Buyer and Buyer's customer or customer's representative may inspect and/or test the Goods at any time at its own expense and Seller, at no charge, will make its premises available for this purpose and provide any necessary assistance to make the procedures safe and convenient. No inspections and/or tests by Buyer will relieve Seller of its obligations to inspect and test the Goods. In addition to any other remedies it may have, if Buyer finds any Goods to be defective or not in conformity with its specifications or requirements, it may return them for a refund of the purchase price, require Seller to repair or replace them, or rework or repair them itself or through third parties, and Seller will reimburse Buyer for all resulting costs.
 - B. Unless otherwise directed by Buyer in writing, any Goods determined to be nonconforming by Seller (or its suppliers) or rejected by Buyer as nonconforming, will be rendered unusable, by cutting the fascia in two, grinding, or other means approved by Buyer, prior to salvage or disposal by Seller (or its supplier). Seller will not sell, and will take appropriate measures to ensure that nonconforming Goods are not sold in the after-market as replacement or service assemblies or parts. Seller has, or will institute immediately, appropriate internal controls, as well as audit/review arrangements with its suppliers, to ensure compliance with the requirements of this Section 8(B). Seller shall defend, indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance with the requirements of this Section 8(B).
9. **QUALITY:** Seller will comply with any and all industry quality standards (including without limitation TS 16949, QS 9000 and ISO 9000, as amended or superseded) and those quality standards established by Buyer and its customers. Seller hereby agrees to comply with Buyer's global supplier system requirements, as amended or superseded, a copy of which Seller acknowledges has been given access to. Without the prior written approval of Buyer, Seller shall not make any changes to the processes or materials used in connection with the manufacture of Goods.
10. **PRICE WARRANTY:** Seller warrants that its prices to Buyer for the Goods are no less favorable than those extended by Seller to other customers for the same or comparable goods in comparable quantities. Seller agrees to reduce its prices under this Order if necessary at any time to maintain this warranty. Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms offered by Seller to its customers. Any statement of volume or quantity in the Order is an estimate only and is subject to the requirements of Buyer's customer. Seller hereby acknowledges that the Buyer does not make any guarantees regarding a specific unit or minimum dollar volume of sales pursuant to this Order and that the pricing of the Goods is not dependent upon any specific volume of sales.
11. **INVOICES; PAYMENT:** Seller will invoice Buyer for Goods when shipped in a form acceptable to Buyer. Except as otherwise provided in this Order, Buyer payment terms are net second day of the second month after delivery. Payment will not constitute acceptance of any defective or non-conforming Goods. Seller agrees that all its accounts with Buyer will be administered on a net settlement basis and that Buyer may set off debits and credits, including Buyer's attorney fees and costs of enforcement, against any of Seller's accounts regardless of basis for such debits and credits and without advance notice. In this Section 11 "Buyer" includes Buyer's parent, subsidiaries and affiliates, and "Seller" includes Seller's parent, subsidiaries and affiliates.
12. **CONFIDENTIAL INFORMATION:** Except as necessary to perform this Order, as required by law (upon prior written notice to Buyer), or with Buyer's prior written consent, Seller will, at all times, keep confidential all information, drawings, specifications and data furnished by Buyer (whether in writing, electronically, orally, or visually) or derived or developed by Seller for the purpose of performing this Order. Seller will not divulge such confidential information, use it for its own benefit or for the benefit of any other party, copy it, or permit copies to be made. These confidentiality obligations do not apply to information lawfully known by Seller at the time of disclosure by Buyer or obtained by Seller from a third party entitled to disclose it, or to information that becomes public knowledge other than through disclosure by Seller. Seller will not publish or advertise the existence or nature of this Order without Buyer's prior written consent.
13. **INTELLECTUAL PROPERTY RIGHTS; PATENT WARRANTY:**

- A. If Buyer furnishes the design for the Goods or reimburses Seller in whole or part for designing the Goods, then Buyer will own all intellectual property rights relating to the design. If Seller furnishes the design for the Goods or bears the full costs of designing the Goods, then Seller will own all intellectual property rights relating to the design. In the latter event, Seller hereby grants Buyer a permanent, paid-up, irrevocable, royalty-free license to make, have made, use, have used, such intellectual property to rework, repair or replace any defective or non-conforming Goods. Each party warrants to the other that any designs which it furnishes hereunder will not infringe or contribute to the infringement of any U.S. or foreign patent or patent right.
- B. Seller at its expense will indemnify and hold Buyer harmless with respect to every claim that may be brought against Buyer or others that use the Goods, for any alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Seller's activity under an Order, or the manufacture, sale, or use of the Goods (i) alone; (ii) in combination by reason of their content, design or structure; or (iii) in combination in accordance with Seller's recommendations. Seller will investigate and defend or otherwise handle every such claim, and at Buyer's request, assist it in its investigation, defense, or handling of any such claim. Seller will pay all expenses and damages or settlement amounts that Buyer and others selling its products or using the Goods of an Order may sustain by reason of each such indemnified claim. Seller's obligations will apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller.
- C. Seller will furnish to Buyer, or another party designated by Buyer, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under this Order. At Buyer's request, Seller also will discuss with Buyer or another party designated by Buyer, without restrictions on use or disclosure, any potential design, quality or manufacturing problems with Goods the Seller worked on or produced pursuant to this Order.
- D. At Buyer's request, Seller will furnish to Buyer all other information and data of Seller which Buyer deems necessary to understand the operation and to maintain the Goods delivered under this Order, with no restrictions on use other than Seller's patent rights.
- E. With respect to inventions which Seller conceives or first reduces to practice in the course of Seller's activities under this Order, Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, with a right to sublicense others, to make, have made, use, have used said inventions and patents on such inventions.
- F. Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, including a license to any operating software incorporated into the Goods sold hereunder with a right to grant a sublicense to any of its affiliated companies, to make, have made, use, have used and sell the Goods sold hereunder or derivatives thereof under any other patents now or hereafter owned or controlled by Seller which are deemed necessary by Buyer to exercise the license of subsection E in the manufacture, use or sale of products manufactured by or for Buyer or any of its affiliated companies.
- G. Seller grants to Buyer, and agrees to grant to any affiliated company designated by Buyer, a nonexclusive license, on reasonable terms and conditions, to make, have made, use, have used and sell under any other patents now or hereafter owned or controlled by Seller which cover any application of the technology embodied in the information or data Seller acquires or develops in the course of Seller's activities under this Order.
14. **PRODUCT WARRANTY:** With respect to the Goods or services purchased under this Order and all other goods or services purchased from Seller, Seller expressly warrants for the Warranty Period as follows: (a) the Goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the Goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the Goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the Goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the Goods shall be adequately contained, packaged, marked and labeled; (f) all services performed by Seller shall be performed in a competent, workmanlike manner and in accordance with industry standards; and (g) the Goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination. These warranties shall be in addition to all other warranties, express, implied or statutory. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing.
- If Buyer experiences any defect, failure or non-conformity during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective Goods in whole or in part with an appropriate adjustment in the price for the Goods; (2) 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; (3) correct or replace the defective items with similar items and recover the total cost from Seller, including the cost of product recalls; and (4) exercise all other rights under the Uniform Commercial Code and any other applicable statutes.
- For purposes of this Order, "Warranty Period" shall mean: (a) 24 months from the day of first use of the Goods by Buyer or acceptance by Buyer, whichever occurs later; or (b) if the Goods are incorporated, in whole or in part, into goods sold by Buyer to third parties, 36 months after acceptance by such third parties or the time period of warranty that Buyer gives to such third parties, whichever occurs later. Notwithstanding the foregoing, Seller agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a significant nature or in a significant portion of the Goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.
15. **SERVICE AND REPLACEMENT PARTS**
- A. At Buyer's request, Seller will sell to Buyer or Buyer's agent (i) the Goods of an Order for production parts or components necessary to fulfill Buyer's current model service and replacement requirements for such Goods at the prices specified in the Order plus any actual cost differential for packaging; and (ii) if such Goods are assemblies, service and replacement parts of the assemblies at prices such that the total price of all parts of the assembly does not exceed the price of the assembly specified in the Order less assembly costs plus any actual cost differential for packaging.
- B. At Buyer's request during the longer of (i) the 10 year period after Buyer completes current model purchases; or (ii) such time period granted to Buyer's customers for service and replacement parts, Seller will sell to Buyer Goods to fulfill Buyer's past model service and replacement requirements at the prices specified in an Order plus any actual cost differential for packaging. During the tenth year of such period, Buyer and Seller will negotiate in good faith with regard to Seller's continued manufacture of service and replacement Goods.
16. **ENVIRONMENTAL STATEMENT:** Seller shall ensure that the environmental impact of its products, including but not limited to the Goods, and processes are minimized by dedicating their efforts to reducing the generation and release of substances, which may affect the environment.
17. **LEGAL COMPLIANCE:** Seller warrants that it will comply with all applicable laws, regulations, ordinances and orders in performing this Order and will furnish Buyer and its designees with such certificates or reports of legal compliance as Buyer may request from time to time. All purchased materials used in part manufacture shall satisfy current governmental and safety constraints on restricted, toxic, and hazardous materials; as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture, transit and sale.
18. **SUBSTANCES:** Seller will properly classify, describe, package, mark, label and provide Material Safety Data Sheets for the Goods and pack and ship them in compliance with any applicable laws regulations, ordinances and orders relating to the packaging and shipment of hazardous materials. All Orders for hazardous materials will be purchased FOB delivered to Buyer. Further, Goods supplied under this Order shall comply with any applicable law or regulations concerning presence of certain substances or chemicals in Goods, such as REACH (Registration, Evaluation, Authorization and Restriction of Chemical Substances), RoHS (Restriction of the use of certain Hazardous Substances in electrical and electronic equipment), and WEEE (Waste Electrical and Electronic Equipment).
19. **TOOLING:** The right, title and interest to all supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs, drawings, gages, specifications, spare parts, trial parts, ancillary products, items owned by Buyer (or by its customer) and other items furnished by Buyer (or by its customer) ("Bailed Tools") to Seller for use in manufacturing the Goods, or for which Seller is reimbursed by Buyer (or its customer), shall be and remain the property of Buyer (or its customer). In the event that Buyer issues a Tooling Purchase Order, all right, title, and interest in and to any part of the Tooling, including any and all supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs, drawings, specifications, spare parts, trial parts and ancillary products, shall pass to Buyer as soon as it is acquired or fabricated in accordance with a Tooling Purchase Order or other written documentation issued by Buyer ("Buyer-owned Tooling", together with Bailed Tools are collectively referred to herein as "Tools"). During the term of a Order, all Tools in the possession of Seller shall be deemed to be Bailed Property and shall not be deemed to be a fixture or a part of Seller's real property. Seller shall bear the risk of loss of and damage to Buyer's

- property, including but not limited to any Tools. Seller shall (i) properly house and maintain the Tools on Seller's premises; (ii) not use the Tools for any purpose other than for performance under the Order; (iii) prominently mark the Tools as property of Buyer; (iv) refrain from commingling the Tools with the property of Seller or with that of a third party; (v) adequately insure the Tools against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement value and naming Buyer as an additional insured; (vi) take reasonable steps to ensure that the Tools do not become subject to any liens or other claims; and (vii) not move the Tools to another location whether owned by Seller or a third party, without the prior written consent of Buyer, except in the case of an emergency. Seller may move the Tools provided that it gives Buyer notice that the Tools have been moved and the location of the Tools as soon as practicable. Buyer shall have the right to enter Seller's premises at reasonable times to inspect the Tools and Seller's records pertaining thereto. Seller expressly waives and releases any and all statutory, equitable or other liens, including but not limited to any molders liens, special tool liens, builder liens and the like, that Seller has or might have on or in connection with the Tools for any and all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing the Tools. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all attorney's fees and any other cost of litigation that are in any way related to releasing, terminating or otherwise removing any such liens placed on the Tools. Seller will assign to Buyer any claims Seller has against third parties with respect to Buyer's property. Upon Buyer's written request, Seller, at its expense, shall immediately deliver the Tools at Buyer's option F.O.B. Carrier Seller's facility (Ex Works Loaded) or F.O.B. Buyer's premises (CIF Buyer Plant/Delivered Buyer Plant), properly packed and marked in accordance with the requirements of the carrier and Buyer. Seller will cooperate with Buyer's removal of the Tools from Seller's premises. Seller shall assume all risk of death or injury to persons or damage to property arising from use of the Tools. Unless otherwise agreed to in writing by Buyer, Seller at its own expense shall (i) keep the Tools in good condition and repair, including repair necessitated by wear and tear and other usage by Seller and (ii) pay any and all personal property taxes which may become due on the Tools. In the event that it becomes necessary, as determined by either Buyer or Seller, to replace the Tools due to normal use by the Seller, or otherwise, said replacement tools shall be at the sole expense of the Seller and said replacement tools shall remain the property of the Buyer. Buyer does not guarantee the accuracy of any Tools or the availability or suitability of any supplies or material furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all Tools or other materials supplied by Buyer prior to any use by Seller.
20. **TRADE CREDITS, COUNTRY OF ORIGIN:** All trade credits, export credits, customs drawbacks, tax and fee rebates and the like will belong to Buyer. Seller will cooperate with Buyer in obtaining these benefits and credits. Seller will furnish Buyer and its designees with such documentation establishing the country of origin and value of the Goods as Buyer may request, including, as applicable, affidavits of manufacture and NAFTA certificates of origin.
 21. **INDEMNIFICATION:** To the fullest extent permitted by law, Seller agrees to indemnify, save harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and all attorney's fees and any other cost of litigation ("Liabilities") arising out of warranty claims, product recall claims, product liability claims, injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, including without limitation, breach of contract, breach of warranty or product liability; provided, however, that Seller's obligation to indemnify Buyer shall not apply to any liabilities solely arising from Buyer's negligence.
 22. **INSURANCE:** During the term of the Order, at its own expense, Seller will maintain insurance coverage for workers' compensation, public liability (including contractual liability and product liability) and automobile liability in amounts and with insurers satisfactory to Buyer. On request, Seller will furnish Buyer with certificates of insurance that evidence this coverage, name Buyer as an additional insured, and prohibit the cancellation or reduction of coverage without 15 day's prior written notice to Buyer. At Buyer's option, Seller may furnish evidence of self-insurance. Compliance with this Paragraph 22 will not relieve Seller of its defense and indemnification obligations under Paragraph 21.
 23. **ALLOCATION:** If Seller is unable, at any time, to supply the entire quantity of Goods ordered by Buyer, Seller will meet all of Buyer requirements before making any allocation among its other customers under Section 2-615 of the Uniform Commercial Code or the equivalent.
 24. **TERMINATION FOR CONVENIENCE:** Buyer may terminate this Order for convenience at any time by written notice to Seller. On termination, Buyer will be liable to Seller solely for unpaid invoices for conforming Goods previously shipped and for Seller's reasonable, documented costs of raw materials, work-in-process and finished Goods that cannot be canceled without penalty or sold in the general trade, not to exceed the volumes specified in any firm releases hereunder and payable only after Buyer receipt of the same. In no event shall Buyer be liable for loss of profits or other cancellation charges.
 25. **CANCELLATION FOR CAUSE:** Buyer may cancel this Order without liability or further obligation hereunder by 30 days' written notice to Seller if (i) Seller breaches any provision, term or condition of the Order (or Buyer anticipates such breach) or (ii) Seller does not remain competitive with respect to quality, technology, delivery and pricing of the Goods; provided, that the cancellation will be void if Seller cures the breach (or provides assurances of performance acceptable to Buyer) within the 30-day notice period. Buyer may cancel this Order immediately by written notice to Seller without liability or further obligation hereunder if Seller fails or refuses to furnish Buyer promptly with such information and assurances as Buyer may request about Seller's financial and operating conditions as affecting Seller's ability to supply Goods under this Order and, to the extent permitted by law, in the event of Seller's insolvency, the filing of a voluntary or involuntary petition in bankruptcy by or against Seller, the appointment of a receiver or trustee for Seller, Seller's execution of an assignment for the benefit of creditors, or a comparable event.
 26. **AUDIT RIGHTS:** Seller hereby grants to Buyer access to all pertinent information, including but not limited to, books, records, payroll data, receipts, correspondence and other documents and materials in the possession or under the control of Seller, or otherwise relating to any of Seller's obligations under an Order or any payments requested by Seller pursuant to an Order. Buyer will have the right at any reasonable time to send its authorized representatives to examine all such information. In addition, all work, materials, inventories provided under this Order must be accessible to Buyer, including but not limited to any parts, tools, fixtures, gauges, models and the like. Seller shall maintain all pertinent information relating to an Order for a period of four years after completion of services or delivery of Goods pursuant to that Order. In the event that any such audit discloses any inaccurate information, the Seller shall indemnify, defend and hold harmless Buyer from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including but not limited to all attorney's fees and any other cost related thereto. The Seller shall cause all of its sub-suppliers to grant to Buyer all of the rights afforded to Buyer pursuant to this Section 26.
 27. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event and without the non-performing party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters and wars. Written notice of such delay, including the anticipated duration of the delay, must be given by the non-performing party within ten (10) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option (i) may purchase Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (ii) cause Seller to provide the Goods from other sources in quantities and at times requested by Buyer at the price set forth in this Order; or (iii) may request Seller to deliver to Buyer at its expense all finished goods, work in process and parts and materials produced or acquired for work under an Order. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this Order without liability. Prior to the expiration of any directly related labor contract of Seller, Seller at its expense will take such actions as Seller may reasonably determine to ensure the uninterrupted production of supplies for a period of thirty (30) days for Buyer during any anticipated labor disruption or slowdown resulting from the expiration of the labor contract.
 28. **BINDING EFFECT:** This Order is binding on the parties and their respective directors, officers, employees, agents, subcontractors, and duly authorized successors and assigns.
 29. **REMEDIES; DISCLAIMER:** The rights and remedies of the Buyer shall be cumulative and in addition to any other rights or remedies provided by law or equity. Any attempt by Seller to limit Buyer's warranties, remedies or the amount and types of damages that Buyer may seek shall be null and void. In no event shall Buyer be liable to Seller for anticipated profits or for incidental or consequential damages.
 30. **WAIVER:** Buyer waiver of any right provided herein or to which it is entitled at law or equity will not constitute a continuing or subsequent waiver of that right or a waiver of any other rights to which it is entitled.
 31. **GOVERNING LAW:** This Order shall be governed by and construed in accordance with United States of America substantive law, unless both Seller and Buyer have their principal place of business (i) in the same country and (ii) that country is Japan, China, Mexico or Thailand. In such case this Order shall be governed and construed in accordance with the substantive laws of that country. If the Parties have their principal place of business in the United States of America, this Order shall be governed by the substantive laws of the state of Michigan. Irrespective of which substantive law that shall apply, such law shall exclude its conflict of laws principles providing for the application of the laws of any other jurisdiction. The UN law governing the International Sale of Goods is specifically excluded from this Agreement. If the Seller and Buyer have their principal place of business in the United States of America, the dispute involving this Order shall be

adjudicated exclusively in the state or Federal Courts of the State of Michigan. Seller hereby acknowledges and consents to personal jurisdiction in the State of Michigan. If, in accordance with this Section this Order shall be governed by either Chinese or Thai law, then any disputes arising out of or relating to the Order shall be finally settled by arbitration in accordance with the rules of the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules"). The seat of arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English. If, in accordance with this Section the Order shall be governed by Japanese law, then any disputes arising out of or relating to the Order shall be finally settled by arbitration in accordance with the rules of the Japan Commercial Arbitration Association applicable at the time arbitration. The arbitration proceedings shall be held in Tokyo, Japan. The arbitration proceedings shall be conducted in Japanese. If, in accordance with this Section the Order shall be governed by Mexican law, the dispute involving this Order shall be adjudicated exclusively in the competent courts in Sinaloa, United Mexican States. Seller hereby acknowledges and consents to personal jurisdiction in Sinaloa, United Mexican States.