

I. Controlling Terms and Conditions

The only purchasing terms and conditions that shall apply to purchase orders placed by Eissmann Automotive Detroit Development, LLC and any of its U.S. affiliated companies, referred to collectively in the following as "Eissmann", are the terms and conditions herein. Eissmann shall not be bound by the vendor's terms and conditions unless Eissmann has specifically agreed in writing to their validity. These Purchasing Terms and Conditions ("Purchasing Conditions") shall apply even if Eissmann accepts deliveries without reservation knowing that the vendor's terms and conditions are in any way inconsistent with or deviate from Eissmann's Purchasing Conditions. These Purchasing Conditions shall apply to all future purchase orders and transactions with the vendor, including without limitation Eissmann's purchase of tooling, equipment and consumables to be owned by Eissmann and not incorporated into products sold by Eissmann to its customers, and Eissmann's purchase of goods which will be incorporated into products sold by Eissmann to its customers.

II. Placing Purchase Orders

Eissmann's purchase orders (an "order") shall be binding only if Eissmann places them in writing or by fax. Verbal or telephone orders and additions or amendments to an order shall only be effective if Eissmann confirms them in writing or by fax.

III. Acceptance of Purchase Orders

1. An order shall be deemed to have been accepted by returning the copy of the order confirmation. A vendor's confirmation that deviates from the order represents a new offer, which requires written approval by Eissmann. Additions and amendments to an order require prior written approval by Eissmann.
2. Eissmann shall no longer be bound by the order if it has not been accepted by the vendor according to the provision in Paragraph III.1 hereof within 14 days of the order date.

IV. Deliveries / No Assignment / Delay

1. Time and quantity is of the essence with respect to Eissmann orders. The vendor shall execute deliveries in the quantities and on the dates indicated in the order and/or in the corresponding release declarations issued by Eissmann pursuant to an order. Receipt of the goods conforming to the requirements of these Purchasing Conditions and the applicable order at the specified place of shipment shall be the

determining factor for compliance with the delivery date. Should the vendor fall behind the delivery schedule with its deliveries, including without limitation a failure to meet the delivery schedule because the goods failed to conform to the warranties, then Eissmann is entitled, in addition to its other rights, (i) to arrange a faster form of transport and demand reimbursement from the vendor of all associated additional costs and (ii) to demand that the vendor reimburse all costs, expenses and damages, including consequential, incidental and special damages, that arise for Eissmann and/or its customers from production delays as a result of failure to adhere to the delivery schedule.

2. In the event of a delivery delay, Eissmann shall be entitled at its option to reduce the relevant delivery's price by 0.3% for each business day that delivery is delayed (Saturdays do not count as a business day for the purpose of these Purchasing Conditions) up to a maximum of 5% of the relevant delivery's price. Eissmann shall be entitled to such reduction if it is declared to the vendor within ten (10) business days of receipt of the delayed delivery.
3. As a defense to late delivery, the vendor can only assert the absence of necessary documents, data or supplies that Eissmann is required to supply where Vendor has requested the same in a timely manner in writing and has not received such within a reasonable time.
4. Unless otherwise agreed, any delivery of the goods as per the relevant order must be made Delivery Duty Paid (Incoterms 2010) to the location determined by Eissmann. The risk and liability for accidental loss and the accidental deterioration of the goods before delivery and all packaging and delivery charges, including freight, insurance in transit, packaging, customs duties, taxes and other such expenditures, lie with the vendor. Partial deliveries are only permissible with Eissmann's prior written consent.
5. Eissmann reserves the right to return to the vendor, carriage paid against an appropriate credit note, bulky packaging, empty containers, crates, boxes, etc. that were used by the vendor to ship the goods to Eissmann regardless of any wear and tear caused by the shipment or otherwise. Absent Eissmann's prior written consent, vendor shall comply with all laws and regulations relating to the packaging.
6. With every delivery, vendor will promptly forward the original bill of lading or other shipping receipt as Eissmann instructs. Every delivery must be

accompanied by a packing slip in duplicate containing all the details given by Eissmann for the respective order, including without limitation, the order number and date, parts numbers, batch numbers and position numbers. Partial deliveries and final installment deliveries shall be identified as such.

7. Eissmann shall not be liable for accidental loss or accidental deterioration of excess deliveries or goods delivered ahead of schedule. In the case of such deliveries, Eissmann is entitled to return the goods to the vendor at the vendor's expense and risk or to store them at its premises at the vendor's risk and expense.
8. No part of an order from Eissmann shall be assigned or transferred to a subcontractor without Eissmann's prior written consent. The vendor shall require compliance with all rights and obligations arising from these Purchasing Conditions and the respective order by any supplier, sub-contractor and suppliers and subcontractors to any such supplier and subcontractor (collectively, the "Supply Chain Entities") and shall be as liable for compliance by any Supply Chain Entity with all rights and obligations arising from these Purchasing Conditions and the respective order as it would be for its own breach, fault or negligence.
9. Unless otherwise agreed in the respective order by Eissmann, the vendor shall provide all raw material, tools or other items necessary for fulfillment of such order, shall maintain such raw material, tools and other items in good condition and shall replace them at its own expense, if necessary.
10. Vendor acknowledges and agrees that with respect to goods sold to Eissmann which are components of goods Eissmann will sell to a specified customer, then the contractual terms and conditions in the applicable agreement between Eissmann and its specified customer (including without limitation, specifications, warranties, ownership of intellectual property, payment of tools, required productivity levels, etc.) will override and control over these Purchasing Conditions, an order or any other applicable agreement between vendor and Eissmann.
11. Vendor shall sell Eissmann at the price and quantity set forth in any order the parts necessary for Eissmann to fulfill its obligations to its customers for replacement parts for the goods. In addition, Vendor shall also sell Eissmann such spare parts for at least fifteen (15) years after the end of the production run (the "EOP Period") into which vendors goods

will be ultimately installed. During the EOP Period the provisions of these Purchasing Conditions and the relevant order shall continue to apply to such spare parts; provided however, for the first three (3) years of the EOP Period, each such spare part shall have the same price as its last price during the regular production run, and thereafter the price for such spare parts shall be reasonably agreed to between Eissmann and vendor.

12. If pursuant to an order Eissmann is required to purchase its requirements of any good from vendor, then any estimate, forecast or projection Eissmann gives vendor of its future anticipated quantity of such good is only provided for informational purposes and shall not be binding on Eissmann. Vendor acknowledges that any number of business, economic and supply variables may result in Eissmann purchasing a different quantity of such good than originally estimated, forecast or projected. Only a subsequent order or release specifying a definite number of a specified good to be purchased by Eissmann shall be binding upon Eissmann.

V. Quality

In addition to these Purchasing Conditions, the Eissmann Quality Assurance Directive for Suppliers as modified from time to time shall apply to all the vendor's deliveries and services. The Quality Assurance Directive for Suppliers is a constituent part of every order, delivery and service to Eissmann. The vendor can find the Quality Assurance Directive for Suppliers at the following link to Eissmann's website: www.eissmann.com (supplier portal, download center). Vendor is responsible to check said website from time to time to review any revisions to the Quality Assurance Directive for Supplier. Eissmann will also send the Quality Assurance Directive to the vendor upon request.

VI. Compliance with Laws/Hazardous Material Regulation

1. The vendor agrees to supply only goods, and to package, store and ship goods in a manner, that is in strict compliance with all applicable laws, rules and regulations relating to hazardous materials, including without limitation the Hazardous Materials Transportation Act and all regulations promulgated thereunder, as the same may be from time to time amended. This includes any laws, rules or regulation relating to vendor's procedures and policies, material designation and labeling, packaging requirements, operations, registration and notification. Vendor shall hire only reputable carriers to transport goods and shall require any carrier to certify it is familiar with the laws, rules

and regulations governing the transportation of hazardous materials, its personnel are properly trained in the handling of hazardous material and it shall comply with such laws, rules and regulations. Prior to the first delivery of any type of good or after relevant changes to any type of good, the vendor shall supply the Material Safety Data Sheets for such goods and/or any other required information according to applicable law, rule and regulation.

2. The vendor shall notify Eissmann of the percentages by mass if the goods supplied (substance, mixture or product) contain a substance included in the Hazardous Materials List promulgated pursuant to the Hazardous Material Transportation Act.
3. Should the vendor breach one of the above-mentioned obligations, Eissmann shall have the right at no cost or liability to Eissmann to cancel the relevant order involved or to refuse acceptance of the corresponding delivery.

VII. Audit Rights / Acceptance of the Goods

1. On giving prior notice, Eissmann shall be entitled to reasonable inspection of ordered goods and manufacturing facilities at any time and place, even during manufacture. Eissmann is also entitled as part of such an inspection to demand that the vendor makes use of the Eissmann quality control procedures. The vendor shall grant access to the vendor's manufacturing and storage facilities at any reasonable time to Eissmann or representatives nominated by Eissmann. The vendor shall support Eissmann or its representative to the best of its abilities and at its own expense in conducting the inspection and shall in particular make available at no extra charge to Eissmann or its representative the various tools, facilities and support that may reasonably be deemed necessary for such an inspection. At Eissmann's request and to the extent necessary, the vendor shall also make available free of charge one of its qualified employees to assist Eissmann or its representative during the inspection. Should Eissmann determine in the exercise of the rights under this clause or otherwise that the work is not performed to the contractual standards, Eissmann shall inform the vendor accordingly without delay. The vendor agrees to then promptly rectify the defects at its own expense.
2. Eissmann may reject acceptance of goods if it notifies vendor within ten (10) business days of receipt of delivery of such goods of any variances in identity, quantity, transport damage or externally detectable defects. For

all other defects, Eissmann may reject acceptance of such goods if notification of such rejection is sent within 10 business days of discovery of the defect.

VIII. Prices / Payment

1. Eissmann shall make payments at its option within 14 days with a 3% discount or within 60 days net, after complete delivery and/or service and receipt of a valid invoice according to Paragraph VIII. 2 hereof. The place of payment for all invoices is the vendor's principal place of business as registered with the Secretary of State of vendor's State of organization. Vendor shall promptly inform Eissmann of any change in such principal place of business.

Notwithstanding the foregoing, with respect to goods vendor sells Eissmann which are components for products Eissmann will sell to a specified customer, the payment by Eissmann to vendor shall become due for the goods vendor provides Eissmann within 60 days after Eissmann receives payment for such goods from its customer; provided, however, the above shall not apply if Eissmann's customer fails to pay solely due to the fault of Eissmann.

2. All invoices submitted to Eissmann must be presented in duplicate, be denominated in U.S. Dollars, have the sales tax, use tax or value added tax, if there be any, indicated separately and state the order number as well as the vendor's tax identification number. Vendor shall cooperate with Eissmann in Eissmann obtaining sales tax and use tax exemptions from appropriate governmental authorities.
3. The purchase price shall cover all costs and expenses that the vendor may incur as part of the relevant order, including without limitation the costs and expenses specified in Paragraph IV.4 hereof and for cost estimates, site visits, preparation of quotations and projects or any additional work required.
4. Eissmann shall have the right to offset against the purchase price the amount of any counterclaims it may have resulting from any contractual relationship with the vendor. The vendor shall only have the right to offset insofar as its claims are uncontested or have been established by a non-appealable order of a court with proper jurisdiction.
5. As security for advance payments, Eissmann reserves the right in the case of orders for tools and equipment to make the payment of the first installment dependent on the delivery to Eissmann by the vendor of a bank letter of credit in a form and from a bank reasonably acceptable to Eissmann covering such amount.

Eissmann shall have the right to draw upon such letter of credit upon notice to the issuing bank of a default by vendor in the performance of the applicable order. Eissmann shall release the bank letter of credit upon delivery and acceptance of such tools and equipment and proper documentation has been delivered to Eissmann transferring title to such tools and equipment free and clear of all liens, security interests and encumbrances.

IX. Purchase Money Security Interests

Notwithstanding Article I of these Purchasing Conditions, should the vendor's general terms and conditions provide for delivery subject to a purchase money security interest in the goods delivered, then a security interest for the purchase price of such goods shall be deemed to have been agreed upon. Even in this case the vendor authorizes Eissmann to process and sell the goods in the normal course of business.

X. Warranty

1. The vendor warrants that the goods (i) are merchantable, (ii) are suitable and fit for the intended purpose, (iii) are of a quality customary on the market and free from any defects including material defects and manufacturing defects and, insofar as Eissmann has not specified the design in writing, are free from design errors, (iv) correspond to all Eissmann's specifications and requirements, (v) correspond to all descriptions, samples, drawings, plans, specifications, designs and other information provided by or to the vendor and (vi) comply with all applicable laws, rules and regulations. Except for any purchase money security interest in the goods pursuant to Article IX, the goods shall be delivered free and clear of all liens, security interests, encumbrances or any other claim of any third party.
2. The vendor warrants that the goods plus their associated systems and processes comply with the latest technological, scientific and industrial standards. In the event of deviations from such standards, the vendor shall obtain Eissmann's prior consent in writing; provided, however, such consent will not relieve vendor of any damages or claims resulting from such deviations. Eissmann's specifications and requirements shall have priority over industrial standards. The vendor shall inform Eissmann promptly in writing if Eissmann's specifications and requirements are not as comprehensive as the industrial standards or where the vendor recognizes deviations from the industrial standards.

3. The vendor warrants that its operations, including without limitation its storage and manufacturing processes, comply with all applicable laws, rules and regulations. The vendor shall use, to the extent reasonably possible, environmentally friendly materials and means for the production of goods (and the provision of services) for Eissmann and shall ensure as far as reasonably possible that all materials supplied and services provided by its Supply Chain Entities satisfy the same requirements. The vendor warrants that the goods, its operations and the operations of its Supply Chain Entities comply with DIN ISO 14001: 2015, as amended, from time to time. Upon request by Eissmann, the vendor shall issue a sourcing certificate for the goods delivered.
4. Vendors liability shall not be limited regardless of whether Eissmann has provided or required samples, drawings, specifications or other data or whether Eissmann has inspected or approved such samples, drawings, specifications or other data produced by the vendor as part of the respective order. All claims by Eissmann arising out of any order, including claims based upon these Purchasing Conditions, shall persist even beyond acceptance, use and/or payment by Eissmann.
5. The warranties hereunder shall be valid and enforceable from the date Eissmann (or the party designated by Eissmann to receive shipment) receives shipment of the goods and shall continue for a period of time determined as follows:
 - (i) if the goods (A) are to become and remain Eissmann's property and are not to be incorporated into products to be sold to Eissmann's customers, including without limitation tooling and equipment which will remain Eissmann's property, and (B) are not subject to acceptance testing, the warranties herein shall continue for 36 months from delivery of the goods to Eissmann or to a third party designated to receive such goods.
 - (ii) if the order specifies an acceptance test on the goods produced by the vendor, including both tooling and equipment which will remain Eissmann's property and goods which will be incorporated into products to be sold by Eissmann to its customers, then the warranties herein shall continue for the shorter period of (A) thirty six (36) months after the goods have passed the acceptance test, or (B) if there is a delay in acceptance testing, forty eight (48) months after delivery to Eissmann or to a third party designated to receive such goods, but only

if the vendor is in no way responsible for such delay in acceptance testing.

(iii) if the goods are to be sold by Eissmann its customer or are incorporated by Eissmann in to a product which Eissmann will then sell to its customer, and if there is no acceptance test specified in the order to the vendor, then the warranties herein shall continue for the shorter period of (A) thirty six (36) months after the end user purchases the end product into which the good is ultimately incorporated, or (B) forty two (42) months after delivery by vendor of the goods to Eissmann or to a third party designated by Eissmann to receive such goods. As used in this clause (ii), the end product may be a product not produced by Eissmann's customer but by a buyer, direct or indirect, from Eissmann's customer.

(iv) notwithstanding clauses (ii) and (iii) above, if the goods become components in the goods Eissmann sells to a specified customer identified to the vendor, then the warranties herein shall continue for the longer period of (A) the warranty period Eissmann provides its customer for such component Eissmann sells to its customer, or (B) the period specified in (ii) or (iii) above.

6. Vendor shall at its expense repair, recondition or replace any defective good within such warranty period. With respect to goods that were replaced, reconditioned or repaired within the warranty period, the warranty period starts anew at the moment the vendor has completely satisfied Eissmann's claims for rectification. Should the vendor fail to comply with its warranty obligations within the period of time set by Eissmann, Eissmann shall have the right to undertake the necessary measures or have them undertaken by third parties at the vendor's expense, without prejudice to any other rights. The vendor's obligation to bear the costs includes in particular the costs for transport, travel, labor and material plus installation and removal costs or the costs for any incoming goods inspection exceeding the usual scope. The costs and risk for accidental loss and the accidental deterioration of the goods during return shipment lies with the vendor.
7. Eissmann shall be entitled to remedy minor defects without previous agreement and without thereby restricting the vendor's warranty obligations. The same shall apply in urgent cases if there is a risk of extraordinarily high damages.

XI. Product Liability - Indemnification - Recalls

1. Vendor shall indemnify and hold Eissmann, its affiliates and their directors, managers, officers, employees, agents, representatives, legal successors, contractual partners and customers (the "Eissmann Indemnitees") harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against any Eissmann Indemnitee by a third party, including without limitation, Eissman's customers (i) alleging that any good or product of vendor caused death, personal injury or property damage, or (ii) resulting from the breach by vendor or any Supply Chain Entity of any requirement of these Purchasing Conditions or any order. At the option of an Eissmann Indemnitee, vendor at its own expense shall defend against such Claims; provided however, vendor shall not settle any such Claim without the prior written consent of the Eissmann Indemnitee, such consent not to be unreasonably withheld.
2. The vendor shall bear all recall costs incurred by Eissmann if Eissmann or its customer should be obliged to implement a recall on account of a defect in vendor's goods, even if such recall occurs after the applicable warranty period for the defective goods. Insofar as practicable and reasonable, each party shall notify the other at the earliest opportunity if it concludes a recall is advisable or is reasonably likely to be required by a government authority. Such notification shall specify the reasons such party believes a recall is advisable or is reasonably likely to be required.

XII. Intellectual Property Rights - Indemnification

1. Vendor agrees that all works of orinal authorship created by vendor in connection with any order is a "work made for hire" as that term is defined in the U.S. Copyright Act. To the extent that pursuant to law, vendor has any intellectual property right to any development, improvement or invention vendor creates in connection with any order, vendor hereby assigns to Eissmann all the intellectual property rights, including without limitation copyrights and patent rights, to any such development, improvement or invention.
2. Vendor acknowledges and agrees that it has no right, title and interest in and to any Eissmann trademark, servicemark, logo, packaging design or "look and feel" of packaging (collectively, the "Eissmann Marks") other than the limited license to print or place the Eissmann Marks on goods sold to Eissmann and the packaging for such

goods. Vendor warrants that it has not used, and it shall not use, any trademark, servicemark, logo, packaging design or "look and feel" similar to an Eissmann Mark. Any and all goodwill associated with or accruing to any Eissmann Mark shall be solely Eissmann's.

3. Vendor shall indemnify and hold Eissmann, its affiliates and their directors, managers, officers, employees, agents, representatives, legal successors, contractual partners and customers (the "Eissmann Indemnitees") harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against any Eissmann Indemnitee by a third party alleging that any product or good of vendor or the sale or use of any such product or good infringes or misappropriates any intellectual property right of such third party anywhere in the world, including without limitation any patent, utility model, registered design, or copyright. Vendor waives any claim or defense to this obligation that such infringement arose from compliance with specifications, drawings, designs and other requirements provided by Eissmann. At the option of an Eissmann Indemnitee, vendor at its own expense shall defend against such Claims; provided however, vendor shall not settle any such Claim without the prior written consent of the Eissmann Indemnitee, such consent not to be unreasonably withheld.
2. In the event that in Eissmann's judgement the sale or use of vendor's goods or products is likely to result in such infringement, the vendor shall at its own expense and at Eissmann's choice either (a) replace the relevant good or product with an equivalent which no longer infringes or misappropriates such third party's intellectual property rights; (b) modify the relevant good or product so that it no longer infringes or misappropriates the intellectual property rights to such third party, or (c) obtain for Eissmann and the Eissmann Indemnitee a license to continue selling and using the relevant good or product.

XIII. Amendments to Orders

1. Eissmann may at any time in writing amend drawings, designs, specifications, materials, packaging, delivery time, place of delivery or mode of transport in relation to the goods. The vendor shall proceed without delay to implement the amendments specified. Should such changes increase or decrease the costs or time required for proper performance by the vendor, an appropriate adjustment shall be

agreed upon and the affected order shall be modified accordingly in writing. A claim by the vendor to a corresponding adjustment must be submitted with evidence of its amount within ten (10) business days after the day on which the vendor was first notified of the amendment. The vendor shall continue to perform in compliance with the amendment during the negotiations to reach an agreement on adjustments resulting from such amendments.

2. The vendor shall not be permitted to make any changes to the design, material, process, procedure or execution of an order unless Eissmann has previously approved these in writing.

XIV. Force Majeure

1. Force majeure events, including without limitations circumstances caused by natural phenomena, changes in law, rules or regulation or in the interpretation of law, rules and regulation, fire, flood, explosion, natural disasters, war, labor disputes (including lock-outs and strikes), injunctions, decrees or other unavoidable events that restrict the vendor from performing shall entitle Eissmann, without liability, to fully or partially terminate the affected order(s) and/or obtain the product by other means and/or reduce its purchase quantities. Eissmann shall be entitled to terminate the affected orders insofar as the force majeure event is not temporary.
2. Should Eissmann have to change its delivery schedule due to force majeure and the delivery is delayed, on instruction from Eissmann the vendor shall hold the goods back and deliver them after elimination of the cause for the delay.
3. Vendor and Eissmann shall promptly inform each other in writing about cases of force majeure and the expected duration.

XV. Termination

1. Eissmann can terminate any order in whole or in part by reasonable prior written notice to the vendor. Upon receipt of termination, the vendor shall immediately stop all work on the terminated portion of an order and arrange that any Supply Chain Entity stop their work on such portion. Eissmann shall pay for all goods, which (1) according to the delivery schedule referred to in the relevant order were binding and are ready for shipment before the vendor receives the termination, (2) are in accordance with all of the requirements of such order and (3) are free from all encumbrances.
2. Eissmann shall be entitled to terminate an order in whole or in part if Eissmann's purchaser for

reasons of model changeover or other constructive or technical changes or for other reasons not attributable to Eissmann withdraws partially or totally from an order placed with Eissmann or announces or restricts the scope of its order to which the vendor's goods relate. The vendor shall have no further claims against Eissmann arising from such a termination beyond the already completed part of the order.

3. With respect to Eissmann's termination pursuant to Paragraph 1 or 2 of this Article XV, under no circumstances shall Eissmann be liable for the expected or actual loss of profits, overhead, interest or other compensation for consequential, incidental or special damages. Eissmann shall not reimburse any work completed after the vendor received notice of termination or the costs of any of the vendor's Supply Chain Entities that could have been avoided by the vendor.
4. Where good cause exists, including without limitation a delay in delivery, illegal behavior on the part of the vendor, significant deterioration of its financial condition, insolvency, over-indebtedness or the winding-up or dissolution of the vendor, Eissmann shall have the right to terminate any or all order(s) in whole or in part and/or to terminate all other agreements.
5. Any remedy specified herein for a breach of an order or these Purchasing Conditions is non-exclusive and the non-defaulting party shall be entitled to all other remedies at law or in equity. All remedies shall be cumulative.

XVI. Confidentiality

1. "Confidential Information" shall mean all information disclosed by Eissmann with respect to an order (including without limitation the product, drawings and product specifications) as well as Eissmann's processes, tools and equipment, as well all information including all documents prepared by the vendor for Eissmann in connection with any order. "Confidential Information" shall also include all information of Eissmann's customers and potential customers for which Eissmann is under an obligation of confidentiality.
2. Vendor agrees: (i) to hold the Confidential Information of Eissmann in the strictest confidence; (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Confidential Information to any third party, except as necessary for the performance by vendor of its obligations under any order or as

otherwise permitted in writing by Eissmann; (iii) not to make use of the Confidential Information other than for the permitted purposes under of the relevant order or agreement; and (iv) to disclose the Confidential Information only to their respective employees or representatives requiring such material and who have undertaken an obligation of confidentiality and limitation of use consistent with this Article XVI. The nondisclosure and confidentiality obligations set forth herein shall survive termination of each order for any reason and shall remain in effect with respect to Confidential Information deemed a trade secrets for as long as such information is entitled to protection thereof under applicable law, and with respect to all other Confidential Information for a period of ten (10) years after termination of the relevant order or agreement.

3. Confidential Information shall not include any information which: (i) was in the public domain at the time it was disclosed to vendor or has entered the public domain through no fault of the vendor; (ii) was known to the vendor, without restriction on its disclosure or use, at the time of disclosure; (iii) is disclosed by the vendor with the prior written approval of Eissmann; (iv) was independently developed by the vendor without any use of the Confidential Information; (v) becomes known to the vendor, without restriction, from a source other than Eissmann, which source was not under any restriction of confidentiality; or (vi) is (a) compelled to be disclosed pursuant to a legal proceeding or (b) is otherwise required to be disclosed by law; provided however that if vendor is so compelled to disclose Confidential Information, it shall provide Eissmann with all reasonable assistance to resist such disclosure and/or to seek a protective order with respect to such Confidential Information.
4. It is agreed that any threatened breach or breach of this Article XVI by vendor would result in irreparable harm to Eissmann, that money damages would not be a sufficient remedy for any such breach of this Article XVI and that Eissmann shall be entitled to seek equitable relief, including injunction and specific performance, without the necessity of posting bond as a remedy for any such breach or a threatened breach, in addition to all other remedies at law or in equity.

XVII. Minimum Wage – Work Conditions

1. The facilities of vendor and of all its Supply Chain Entities must fully comply with all applicable laws, rules and regulations of the countries in which they are located relating to wages, hours, employment, labor, worker health

and safety, and immigration. No person shall be employed at an age younger than 15 (or 14 where consistent with International Labor Organization guidelines) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15. Vendor and no Supply Chain Entity will use slave, prisoner, or other form involuntary or forced labor - indentured, bonded or otherwise.

2. Vendor agrees, at the request of Eissmann, to provide monthly proof of compliance by it and any or all of its Supply Chain Entities of the wages and hours requirements of Paragraph XVII.1 hereof. Upon request by Eissmann, Eissmann shall be entitled at any time to review an anonymous version of the payroll of the vendor or any or all Supply Chain Entities. Upon request of Eissmann, vendor shall provide proof of compliance by it and any or all of its Supply Chain Entities of the non-payroll requirements of Paragraph XVII.1 hereof.
3. Vendor agrees that it shall be liable for and shall reimburse Eissmann for all costs, expenses and damages, including consequential, incidental and special damages, that arise for Eissmann and/or its customers as a result of the non-compliance by vendor or any of its Supply Chain Entities of Article XVII hereof.

XVIII. Repairs / Use of Protected Material

The vendor hereby grants Eissmann a royalty-free, perpetual, irrevocable, worldwide license to repair, alter, restore and relocate the goods. The vendor further grants Eissmann a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use all the vendor's copyrighted material made available to Eissmann in the course of the performance by the vendor and relating to the goods. Without limiting the generality of the foregoing, the use of copyrighted material by Eissmann includes the reproduction, sale to customers and others plus public exhibition.

XIX. Insurance

Vendor shall at its own expense secure and continuously maintain the following insurance with companies acceptable to Eissmann. Vendor shall furnish to Eissmann certificates and required endorsements evidencing such insurance. Eissmann shall be named as an "Additional Insured" to the liability coverages and a "Loss Payee, As its Interest may Appear" with respect to property and casualty insurance with respect to any property of Eissmann at any vendor location. The insurance shall provide

coverage in such amount as agreed to in writing by Eissmann. The certificates shall state that the insurer shall notify Eissmann in writing at least thirty (30) days in advance of the policy or policies being canceled or materially altered. The insurance coverages required to be maintained by vendor shall be primary and non-contributory to insurance coverage, if any, maintained by Eissmann. Vendor and its insurers shall waive subrogation against Eissmann.

Insurance Coverages:

- (i) Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
- (ii) Commercial General Liability Insurance, which in addition to customary coverage, shall cover infringement of intellectual property rights, products/completed operations coverage, product recall coverage and contractual liability coverage.
- (iii) Technology Errors and Omissions Insurance with respect to any computer technology incorporated into any good.
- (iv) In the event any Eissmann property is at any vendor facility, property and casualty insurance covering such facility.

XX. Eissmann's Ownership

1. Eissmann reserves the sole right of ownership to all items that Eissmann provides to the vendor (collectively, the "Eissmann Property"), including without limitation packaging material, models, tools, molds, dies and other design, assembly or production facilities, equipment and documents. Eissmann makes no warranty or representation, express or implied, regarding the Eissmann Property, including without limitation the implied warranties fitness for any particular purpose or merchantability, nor any representation or warranty regarding the condition, design or operation of the Eissmann Property. Eissmann shall not be liable to vendor for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Eissmann Property.
2. Eissmann shall retain all right, title and interest to all items manufactured by the vendor on behalf of Eissmann or its customers, including all associated objects referred to in Paragraph XX.1 hereof. The vendor hereby assigns the property rights to these items to Eissmann and shall preserve the property free of all liens, security interests, encumbrances and the like. Unless Eissmann consents otherwise, the vendor shall only use or alter the property for the

purpose determined by Eissmann and not for a third party. The vendor shall keep an inventory of Eissmann's property in an appropriate form, not commingle to the extent possible Eissmann's property with other property, and follow Eissmann's instructions in this regard; the vendor shall treat Eissmann's property with the diligence of a prudent businessman and store, repair and maintain it at its own expense.

3. Where practicable, Eissmann at its option may label, or may require vendor to label, at vendor's expense, any item in Vendor's possession which is Eissmann's property as Eissmann's property. Eissmann has the right to file in jurisdictions chosen by Eissmann UCC-1 Financing Statements indicating Eissmann's property in the possession of vendor.
4. If Eissmann's property that is in the possession of the vendor should be stolen, lost or damaged, the vendor shall compensate Eissmann or at Eissmann's discretion shall replace or repair such property at the vendor's expense. After the conclusion of the respective order, the vendor shall request instructions on what to do with the property, regardless of whether it in its original form or in the form of semi-finished goods. Any Eissmann property requested to be returned, shall be returned by vendor in original condition, reasonable wear and tear excepted.
5. When requested by Eissmann, the vendor shall deliver to Eissmann any documents, supplies and other items owned by Eissmann in the manner determined by Eissmann, including the preparation, packaging and delivery terms. Expenses for the preparation of the shipment shall be borne by the vendor; the delivery shall be Delivery Duty Paid (Incoterms 2010) to the destination designated by Eissmann.
6. The vendor has no rights to set-off or retention with respect to Eissmann's property in vendor's possession due to a counterclaim arising from any order or any other business with the vendor, unless the counterclaim is undisputed or has been decided by court with jurisdiction pursuant to a non-appealable order.
7. The provisions of this Article XX shall also apply to such items in vendor's possession which are the property of Eissmann's contractual partners, including without limitation Eissmann customers, and shall be included in the term "Eissmann's property".

XXI. Miscellaneous

1. These Purchasing Conditions and each order shall be governed by the laws of the State of

Michigan without regard to its conflict of laws principles. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to these Purchasing Conditions or any order.

(i) If vendor is an entity organized under the laws of one of the states of the United States, or if vendor is otherwise located in the United States, vendor consents to the personal jurisdiction of the state and federal courts located where the applicable Eissmann facility which is involved in a dispute is located and agrees it shall bring suit against Eissmann in no other courts. Vendor hereby waives all objections to the forum of such courts, including without limitation any objection in the nature of *forum inconueniens*. Notwithstanding the foregoing, Eissmann shall have the option to bring suit against vendor in any state or federal court located where vendor is conducting business.

(ii) If vendor is an entity organized under any jurisdiction other than the United States or one of its states and is not located within the United States, vendor agrees that a dispute under these Purchasing Conditions or an order shall be decided by binding arbitration before one arbitrator selected under the commercial arbitration rules of the American Arbitration Association rules then in effect; provided however, that discovery shall be permitted pursuant to the then applicable United States Federal Rules of Civil Procedure. Such arbitration shall be conducted in the English language in either Atlanta, Georgia or Detroit, Michigan, whichever city is closest to the applicable Eissmann facility involved in the dispute.

2. If any provision of these Purchasing Conditions or order is or becomes invalid, the validity of the remaining provisions of these Purchasing Conditions or such order shall not be affected. The parties agree to enter into negotiations on the replacement of the invalid provision with another provision that is enforceable and complies with the original intent of the parties.
3. Those provisions of these Purchasing Conditions which by their intent are clearly meant to survive the termination of these Purchasing Conditions and/or orders, shall survive such termination. For the limitation of doubt, Articles X, XI, XII, XVI, XVIII, XX and XXI are among such provisions which shall survive such termination.
4. The relationship of Eissmann and vendor established by these Purchase Conditions and any order is that of independent contractors, and nothing contained herein shall be construed to

- (a) give either party any right or authority to create or assume any obligation or incur any expense of any kind on behalf of the other without the other's prior written approval or (b) constitute the parties as partners, joint venturers, co-owners, employer and employee or otherwise as participants in a joint or common undertaking.
5. Neither party shall originate any publicity, news release, or other announcement regarding the relationship or activities of the parties hereto, written or oral, whether to the public press, the trade, its customers, or the other party's customers. Vendor shall not use the name of Eissmann or any of its affiliates for advertising or promotional purposes without prior written consent.
 6. The headings used herein have been inserted for convenience only and shall not affect the interpretation of these Purchasing Conditions. No provision of these Purchasing Conditions or any order may be construed against either party because such party drafted such provision. Both parties have been represented by counsel and have had equal opportunity to review and comment on all such provisions.
 7. The failure of either party to enforce at any time for any period any provision hereof shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Remedies provided herein are cumulative and not exclusive of any additional remedies provided at law or in equity.
 8. In no event and for no reason shall Eissmann be liable for any consequential, special, incidental or exemplary damages, even if informed of the possibility of such damages.
 9. These Purchasing Conditions and each order shall bind and inure to the benefit of the parties' hereto and their respective permitted successors and assigns.
 10. These Purchasing Conditions and each order (a) constitute the entire agreement and understanding between the parties with respect to the subject matter of such order and there are no promises, representations, conditions, provisions or terms related thereto other than those set forth in these Purchasing Conditions and the applicable order, and (b) supersede all previous understandings, agreements and representations between the parties, written or oral related to any order. Subject to the provisions relating to changes in orders required by Eissmann pursuant Article XIII hereof, no modification, change or amendment to these Purchasing Conditions or any order shall be effective unless in writing signed by each of the parties hereto.
 11. As used herein, "Eissmann" shall include Eissmann Automotive Detroit Development, LLC and each US affiliate placing an order with vendor. Each US affiliate of Eissmann Automotive Detroit Development, LLC shall be entitled to the rights and benefits of these Purchasing Conditions, and all orders placed by such affiliates with vendor shall be governed by these Purchasing Conditions. Vendor shall offer to each such US affiliate the same prices, price reductions, delivery schedules, etc. as are offered to Eissmann Automotive Detroit Development, LLC.