

PURCHASE ORDER

TERMS AND CONDITIONS

To the fullest extent permitted under applicable law, these Terms and Conditions of Purchase (the “DADCO T&Cs”), together with the additional representations and warranties made and/or furnished to DADCO, Inc. (“DADCO”) and the terms of any separate written confidentiality and/or non-disclosure agreement between DADCO and a supplier, set forth the general terms and conditions applicable to purchases by DADCO, Inc. (“DADCO”) from each supplier identified on purchase orders issued by DADCO (each a “Purchase Order”) to such supplier (each a “Supplier”). DADCO does not accept any supplier's terms and conditions deviating from or contrary to these of DADCO. DADCO T&Cs will also apply if DADCO accepts delivery by the Supplier and/or pays the invoice even though DADCO knows of Supplier's terms and conditions deviating from the DADCO T&C's and will apply to each separate agreement for the supply of goods, works, materials or services (collectively “Goods”) to DADCO issued to the Supplier identified in the applicable Purchase Order.

1. Incorporation of DADCO T&Cs. Each Purchase Order issued by DADCO is an offer to the Supplier identified therein for the purchase of Goods by DADCO and includes and is governed by these DADCO T&Cs. These terms and conditions shall be deemed to be incorporated into each written order placed by DADCO with a Supplier. Supplier is obliged to sign and return an order form immediately, but no later than ten days after it is sent by DADCO to Supplier. DADCO will not be bound by any modification(s) to its Purchase Order unless expressly accepted by DADCO in writing. Any reference in the Purchase Order to any offer or proposal made by Supplier is solely to incorporate the description or specifications of Goods in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Purchase Order. The Purchase Order is limited to and conditional upon Supplier's acceptance of these DADCO T&Cs exclusively and without modification. Any additional or different terms proposed by Supplier, whether in Supplier's quotation, acknowledgement, invoice or otherwise, are unacceptable to DADCO, are expressly rejected by DADCO, and will not become part of the Purchase Order. If Supplier fails to confirm an order in writing but nevertheless ships and/or supplies Goods to DADCO, then Supplier will be deemed to have accepted the terms of the Purchase Order as well as these DADCO T&Cs.

2. Quality Management, Testing, Process Change.

A. Supplier must ensure that its quality assurance system is certified to ISO 9001 or ISO/TS 16949 (for suppliers of parts or materials) or similar regulations as DADCO may require; Supplier grants DADCO the right (but DADCO does not undertake the obligation) to inspect and audit Supplier's operations as they relate to Goods sold and/or delivered to DADCO, to ensure that such operations comply with DADCO's quality assurance requirements. Supplier may not rely on a positive outcome of an audit or inspection, or the absence of an audit or inspection, as a basis for limiting its liability. Supplier acknowledges that DADCO is ISO/TS 16949 certified and agrees to take actions reasonably requested by DADCO to assist DADCO in maintaining its certification. Supplier (whether ISO/TS 16949 certified or not) shall provide DADCO with complete information regarding customers with whom Supplier is on “special status” (such as, but not limited to, CS1 and CS2 (CS-controlled shipment) or comparable status) and/or business hold. Where Supplier has information about a non-automotive application Supplier shall also inform DADCO about other potential end-customers of DADCO for which Supplier's Goods may be destined that put Supplier on business hold. DADCO and its customers shall have the right during reasonable business hours and upon at least two (2) days prior written notice to inspect Supplier's facilities and to perform quality audits with respect to the Goods provided. Supplier agrees to participate in all DADCO supplier quality and development programs and implement recommended improvements and/or changes, as the case may be.

B. Supplier agrees to process and package all Goods in conformity with any purchase specifications supplied. At the request of DADCO and prior to delivery of any new or changed Goods, Supplier shall provide samples to DADCO for the purposes of inspection and testing. Once purchase specifications or a sample has been approved, alterations of the function, appearance, characteristics, material or production method or changes in processes, manufacturing location, subcontractors, or material suppliers are not permitted absent the prior written approval of DADCO, which approval may be withheld, conditioned and/or delayed for any reason (or no reason) in DADCO's sole discretion. DADCO's final approval of samples shall not affect Supplier's liability for any defects in the Goods.

C. Supplier shall comply with DADCO's quality requirements as such may be provided by DADCO to Supplier from time-to-time, and any additional requirements upon which both parties mutually agree in writing. Supplier acknowledges and understands that the quality requirements may be periodically updated, revised and amended and that it is Supplier's obligation to remain in compliance comply with all published and/or furnished the quality requirements.

3. Delivery, Transfer of Risks, Transport, Acceptance of Delivery.

A. The delivery date shall be the date designated by DADCO in its Purchase Order. The parties agree that in the event Supplier fails to deliver any order/release for Goods on the delivery date, DADCO, in addition to other rights and remedies it may have, shall be entitled, at its option, to cancel the order/release for the Goods that were not timely delivered, without any

obligation or liability, and to purchase such Goods from a third party. As time is of the essence, Supplier agrees to use reasonable efforts to deliver all orders for Goods one hundred (100%) percent "on time." Supplier will not be excused for delays caused by disruptions of its own supply, production and distribution services other than and to the extent of a force majeure event as described below. Supplier is obliged to inform DADCO immediately in writing upon occurrence of circumstances that will result in a delay in delivery.

B. Supplier acknowledges and agrees that DADCO will suffer damages from the delay in delivery of Goods. To the extent that, in DADCO's sole discretion, those damages are not readily or easily quantifiable, DADCO shall have the right to claim and Supplier shall pay to DADCO liquidated damages in an amount equal to two (2%) percent of the stated contract amount of the Goods that were not timely delivered, for each week the delivery is delayed. Acceptance by DADCO of Goods that are not timely delivered to DADCO shall not be asserted to be, construed and/or interpreted as a waiver of DADCO's entitlement to liquidated damages arising from such delay, nor a waiver of any of DADCO's legal and/or equitable rights under the contract for purchase and/or applicable law, including but not limited to the right to seek and recover damages exceeding the amount of the liquidated damages.

C. Prior to booking loads with carriers for shipments to any DADCO facility, Supplier must comply with DADCO's shipping/receiving requirements and/or routing guide(s) as set forth in DADCO's Purchaser Order. Supplier will be responsible for ensuring that the Goods are ready for shipment and dispatched in sufficient time to ensure timely delivery. Transport of the Goods, including returns, will be at Supplier's risk. Risk of loss and/or damage in transit shall be borne solely by Supplier.

D. Title to the Goods purchased by DADCO shall pass to DADCO when the Goods are delivered to DADCO's premises or another location specified by DADCO, unless DADCO in its Purchase Order specifies to the contrary. Supplier is not entitled to retain ownership of the Goods or to make the passing of title contingent on any further conditions.

E. Supplier will, upon DADCO's request, suspend shipment and delivery of Goods for such periods as DADCO shall request. DADCO shall not be obligated to purchase any Goods manufactured by Supplier in advance of DADCO's shipping schedule, as such may be amended.

F. All Goods must be adequately protected against damage and deterioration in transit. Packaging must bear the description and quantity of the contents, any special handling or storage requirements, any hazards in relation to the Goods (including but not limited to flammability, toxicity, and corrosiveness) and DADCO's order number. If the packaging is defective, the delivery will be deemed to be defective as well. DADCO shall be entitled to object to and refuse deliveries that DADCO is entitled to treat as defective due to defective, damaged packaging, especially including, but not limited to, packaging which is not in compliance with relevant regulations especially in respect to environmental and recyclable aspects.

G. The delivery of Goods must be accompanied by all required statutory, appropriate or usual inspection documentation.

H. Supplier is not entitled to effect partial deliveries unless DADCO has expressly approved such partial delivery in writing in advance of delivery. In the event that Supplier delivers a quantity in excess of the quantity ordered, DADCO shall not be responsible for taking delivery of, storing or maintaining such excess quantities and shall further be entitled to return any such excess quantities to the Supplier at the Supplier's expense.

I. DADCO's acceptance of Goods, even if DADCO is aware of minor defects in the Goods, shall be without prejudice to all of DADCO's claims (including but not limited to warranty claims), and shall constitute a reservation in favor of DADCO of DADCO's continuing right to revoke acceptance of non-conforming Goods. In the case of machinery and equipment, an acknowledgement of receipt shall not constitute acceptance; acceptance shall only occur after DADCO has confirmed in writing that the machinery and equipment functions properly; such acceptance is not intended and shall not be asserted, construed and/or interpreted to be a waiver of, and shall instead constitute a reservation of, DADCO's rights under these T&Cs, the manufacturer's warranty(ies), and applicable law.

J. Supplier shall ensure that spare parts and/or other material necessary for remedial and/or repair work, will be available for a period of not less than seven (7) years after delivery or such longer period as the parties may separately agree in writing.

4. Compliance with Law.

A. Supplier, its subcontractors and materialmen shall at their sole cost and expense comply with all applicable laws, regulations, directives, guidelines, rules, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Goods including, but not limited to, those relating to environmental matters, data protection and privacy, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle

safety; Supplier represents and warrants that it has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Purchase Order, and shall comply with all export and import laws of all countries involved in the sale of Goods under the applicable Purchase Order. Without limiting the generality of the foregoing, Supplier and its subcontractors shall comply with all applicable domestic and foreign anti-bribery and anti-corruption laws, and other laws governing improper payments, including but not limited to, the requirements of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and any other applicable anti-bribery and anti-corruption laws and regulations in other jurisdictions (collectively, the "Anti-Bribery Laws"). Supplier shall not act (or fail to act) in any manner that would cause DADCO to be in violation of the Anti-Bribery Laws (such as, by way of example only, providing a kickback, bribe or inappropriate gift or entertainment to any employee or agent of DADCO or government official or political party in order to obtain or retain business or to secure an improper commercial advantage). Supplier further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive worker treatment or corrupt business practices, in the supply of Goods or provision of services under these DADCO T&Cs. At DADCO's request, Supplier shall certify in writing its and its subcontractors compliance with the foregoing. Supplier shall indemnify and hold DADCO harmless from any and all loss, costs, liability claims, demands or expenses (including but not limited to fines, attorneys' or other professional fees) arising from or relating to Supplier or Supplier's subcontractor's breach and/or non-compliance with any of these covenants, representations and/or warranties.

B. Supplier will provide material safety data sheets or equivalent as required by applicable law, prior to shipment of hazardous chemicals. Delivery of any Goods shall constitute Supplier's representation to DADCO that there has been full compliance with law, including but not limited to the Child Labor provisions of the Fair Labor Standards Act, 29 USC § 212. Delivery of any Goods shall constitute Supplier's representation to DADCO that there has been and will be full compliance with all applicable environment, health and safety governmental requirements, and that all materials used by Supplier in the Goods or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials. Supplier agrees to provide a completed "US Customs Form 434 - North American Free Trade Agreement Certificate of Origin" for all parts that have an origin of USA, Canada, or Mexico; and for parts with origins other than USA, Canada or Mexico, to provide and properly mark the country of origin of each part. To the extent required by law, Supplier certifies that Supplier and Supplier's subcontractors (a) comply with the provisions of the Equal Opportunity Clause in Executive Order 11246 and with 41 CFR 60-1.4; (b) do not and will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or disability; (c) do not maintain segregated facilities in violation of 41 CFR 60-1.8; (d) will, in accordance with 41 CFR 60-1.7, file Standard Form 100 (EEO-1); (e) comply with Section 401 of the Vietnam Era Veteran Readjustment Act of 1974 and 41 CFR 60.250; and (f) comply with Section 503 of the Rehabilitation Act of 1973 and 41 CFR 60-741.

5. Invoicing, Conditions of Payment, Prices, Retention Rights, Assignments, Competitiveness. Invoices from Supplier to DADCO shall be issued with a separate statement of DADCO's order number and of the order date immediately upon shipment of the Goods, and will be sent to DADCO in the manner designated by DADCO. If Supplier offers any Goods to any person, firm and/or entity other than DADCO upon better terms, quality and/or price, Supplier shall immediately advise DADCO in writing and the price charged by Supplier to DADCO for such Goods, and the purchase price for Goods not yet delivered to DADCO shall automatically be reduced to the lower price charged by Supplier to such other person, firm and/or entity. Prices shall not thereafter increase absent the prior, written consent of DADCO.

6. Warranty Claims and Recourse

A. Supplier warrants (a) that the Goods will conform to drawings, materials and specifications designated by DADCO and with all samples approved by DADCO; (b) will be new, best available technology, safe, unused, of merchantable and first-class materials and workmanship and free from defects, contamination and rust; (c) will be packaged and marked correctly; and (d) to the extent Supplier knows or has reason to know of the purposes for which the Goods are intended, the Goods will be suitable for the purposes intended and fit for their intended use. Supplier warrants that Goods designed by Supplier will be free from defects in design. Supplier agrees to indemnify and hold DADCO harmless from and against all loss(es), cost(s) (including but not limited to attorneys' fees and expenses), damage(s), claims and causes of action, of any kind or nature whatsoever including, but not limited to, retrofitting and recall campaign expenses and incidental and consequential damages, resulting from breach of any warranty by Supplier to DADCO. DADCO's acceptance of the Goods, and any testing and/or other approval of the Goods by DADCO, shall not affect Supplier's warranty and/or indemnification obligations. Supplier shall provide DADCO, without delay and at no cost, with all information and documentation that DADCO considers necessary for the defense of such claims. If claims are asserted against DADCO, the maturity dates of any claims against Supplier will be suspended until the relevant matter is finally and absolutely settled.

B. In addition to all rights and remedies (including warranties) under the Purchase Order and applicable law, Supplier's warranty(ies) shall inure to the benefit of DADCO. Supplier shall at its sole cost and expense immediately following notice by DADCO to Supplier remedy the defect (whether by repair or replacement). If any repair or replacement is not immediately made, DADCO may, but shall not be required to, remedy the defects, to have them remedied by a third party or to

procure replacements, all at the expense of Supplier. Supplier shall compensate DADCO for any and all loss, costs and damages arising from and/or related to defects in the Goods, errors in quantities delivered and/or other non-compliance.

C. Warranty claims related to Goods may be asserted within the longer of four (4) years after DADCO's acceptance of the Goods, the warranty period(s) established by Supplier, or the longest time permitted by law. Limitation periods commence to run upon the later of the delivery of the Goods or upon formal acceptance of the Goods. When repair or replacement is requested and carried out within the period of limitation in order to remedy warranty claims asserted by DADCO, the period of limitation for the relevant delivery of Goods starts to commence again at the point in time Supplier has completely fulfilled DADCO's claims for repair/replacement.

D. Supplier's delivery of Goods to DADCO shall constitute Supplier's warranty to DADCO that such Goods are free and clear of all liens and encumbrances. Supplier shall indemnify and hold DADCO harmless from and against all loss(es), cost(s) (including but not limited to attorneys' fees and expenses), damage(s), claims and causes of action, of any kind or nature whatsoever including, arising from and/or relating to a breach by Supplier of this Warranty.

7. Product Liability and Recall; Insurance.

A. In the event that product or manufacturers' liability claims are asserted against DADCO, Supplier shall indemnify and hold DADCO harmless with respect to all claims for damages asserted by third parties if the damage has been caused by defects in Goods delivered by Supplier. Supplier knowingly and intentionally waives all and shall not assert as a defense any applicable periods of limitation and/or repose, to the extent such limitation period(s) would otherwise bar DADCO's claims for such damages and/or the exercise of any legal remedy. Supplier shall at Supplier's sole cost and expense provide all requested assistance to DADCO in the defense of such claims including the costs and attorneys' fees incurred in connection with the defense of such claims.

B. Supplier is obliged to keep the documentation relating to Goods for at least 15 years after DADCO's acceptance of the Goods, and Supplier shall provide such documentation to DADCO upon DADCO's request.

C. In the event of any claim referred to in Section 8.1 being asserted, DADCO and its insurer are entitled to conduct the defense against such claim and, if considered appropriate, adjust and settle the relevant claims. This is, however, not to be understood as acknowledgement of any responsibility in this respect.

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

8. Documents, Intellectual Property Rights, Infringement, Confidentiality.

A. DADCO remains the owner of any drawings, models, patterns, tools, dies, jigs, specifications of delivery or other documents (collectively "Intellectual Property") that DADCO provides to Supplier. Without DADCO's prior written consent, which consent may be withheld, delayed and/or conditioned for any reason (or no reason) in DADCO's sole discretion, such Intellectual Property may not be used for Supplier's own purposes or used or disclose for any other purpose or made available to third parties and may be used only for the purpose of fulfilling the delivery of Goods to DADCO. DADCO may request at any time that such Intellectual Property be returned. Supplier shall not, without first obtaining the written consent of DADCO, in any manner publish DADCO's name or otherwise indicate that Supplier has furnished or contracted Goods to DADCO.

B. If the price to be paid for the Goods includes special dies, jigs, tools and patterns (collectively "Tooling"), then title to such Tooling shall automatically transfer to and vest in DADCO after payment. Supplier agrees to maintain and repair Tooling without expense to DADCO except for the actual costs incurred as a result of DADCO's change of design or specification, if such changes are made prior to the exhaustion of the useful life of the Tooling changed. At the termination of the order such Tooling shall be transferred or disposed of according to the directions of DADCO. DADCO shall have the right to take possession of, including the right of entry for such purpose, any such Tooling without any liability to Supplier. If DADCO has not already acquired ownership by payment, either through direct payment or amortization in the price of Goods purchased, for Tooling and/or equipment that is dedicated to the production of Goods, DADCO shall have the right but not the obligation to purchase from Supplier at fair market value any such Tooling and/or equipment. Any partial amortization shall be credited to DADCO against the purchase price, after the fair market value of the equipment is determined. Whenever applicable, Supplier is responsible for reducing the price of Goods purchased according to the contract when the amortization period for Tooling and/or equipment is complete.

C. Supplier warrants that the manufacture, sale and/or use by DADCO of Goods covered by or designed under this order will not be an infringement or contribute to the infringement of any intellectual property rights. Supplier agrees to indemnify, defend and hold DADCO, its customers and end-users of the Goods (or the goods into which the Goods are incorporated, as the case may be), and their successors and assigns harmless from any and all loss, cost, claims, causes of action and damages, whether direct or consequential, arising from and/or related to any claim of infringement or an allegation of infringement.

D. Proprietary Rights. Supplier: (a) shall defend, hold harmless and indemnify DADCO, its successors and customers against claims of direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Goods procured or provided by Supplier (including without limitation their manufacture, purchase, use and/or sale), including such claims where Supplier has provided only part of Goods, and Supplier expressly waives any claim against DADCO that such infringement arose out of compliance with DADCO's specification, except to the extent such infringement is actually embodied in designs created by DADCO and provided in writing to Supplier; (b) waives any claim against DADCO, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Supplier or DADCO for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret); (c) grants to DADCO and its subcontractors and direct or indirect customers a worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Goods delivered under the Purchase Order without payment of any royalty or other compensation to Supplier; (d) covenants that manufactured parts based on DADCO's designs, drawings or specifications shall not be used for Supplier's own use or sold to third parties without DADCO's express, prior written consent, which consent may be withheld, delayed and/or conditioned for any reason (or no reason) in DADCO's sole discretion; (e) shall assign to DADCO each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Supplier, or by any person employed by or working under the direction of Supplier, in the performance of the Order; (f) shall promptly disclose in an acceptable form to DADCO all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable DADCO to obtain title to and to file applications for patents throughout the world; and (g) agrees that to the extent that the Purchase Order is issued for the creation of copyrightable works, that the works will be considered "works made for hire," and to the extent that the works do not qualify as such, shall assign to DADCO upon delivery thereof all right, title and interest in all copyrights and moral rights therein (including any source code). Except as expressly agreed by DADCO in a signed writing, all Goods or other deliverables provided under the Order (including without limitation computer programs, technical specifications, documentation and manuals) will be original to Supplier and will not incorporate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Except as expressly agreed by DADCO in a signed writing, all Goods or other deliverables provided under the Order, and all related intellectual property rights, are owned solely by DADCO. Supplier will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section. At no additional cost, Supplier will grant DADCO a license to use any intellectual property owned by Supplier that is necessary or incident to the reasonably intended use or application of the Goods.

E. Supplier shall keep any knowledge or information gathered in connection with or as result of cooperation with DADCO confidential, in particular, knowledge about DADCO's know-how, manufacturing methods and procedures. This does not apply to facts coming into the public domain otherwise than by reason of a breach of an obligation of confidentiality and/or non-disclosure by Supplier or any third party. Supplier is obliged to impose this obligation of confidentiality in writing on any third party, including its employees. Such obligations of confidentiality will apply beyond the completion of any individual contract or transaction. Supplier is liable to DADCO for any damage arising due to the breach of such obligation of confidentiality.

9. Confidentiality. Supplier acknowledges that proprietary and confidential information including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by DADCO to Supplier, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with fulfilling the Purchase Order is confidential will be received from DADCO or developed for DADCO under the Purchase Order, regardless of whether such information is marked or identified as confidential. Supplier agrees to keep all proprietary or confidential information of DADCO in strictest confidence, and further agrees not to disclose or permit disclosure to others, or use for other than the purpose of fulfilling the Purchase Order, any proprietary and confidential information of DADCO, solely for the use of fulfilling the Purchase Order and may not be used, disclosed or copied absent the prior written consent of DADCO, which consent may be withheld, delayed and/or conditioned for any reason (or no reason) in DADCO's sole discretion. Following fulfillment of the Order and/or breach by Supplier of any of its obligations to DADCO, Supplier shall upon DADCO's request immediately deliver to DADCO any and all documents and other media, including all copies thereof and in whatever form, that contain or relate to DADCO's confidential or proprietary information. Supplier's obligations under this Section will continue indefinitely following the date of disclosure of information covered by this Section. The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by DADCO; (b) after disclosure by DADCO becomes

publicly known through no fault of Supplier; or (c) Supplier can establish by written documentation was properly in its possession prior to disclosure by DADCO or was independently developed by Supplier without use of or reference to DADCO's information. Notwithstanding anything to the contrary in these DADCO T&Cs, any confidentiality or non-disclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section, the terms of that agreement will control.

10. Force Majeure. Any delay or failure of either party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order. The change in cost or availability of materials or components based on market conditions or supplier actions will not constitute force majeure. As soon as possible (but no more than one full business day) after the occurrence, Supplier will provide written notice describing such delay and assuring DADCO of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Supplier, DADCO may at its option: (a) purchase Goods from other sources and reduce its quantities set forth in the Order, without liability to Supplier; (b) require Supplier to deliver to DADCO at DADCO's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Supplier provide Goods from other sources in quantities and at a time requested by DADCO and at the price set forth in the Order. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Supplier from performance for a continuous period of more than fifteen (15) business days, DADCO may terminate this Order immediately by giving written notice to Supplier.

11. Waiver, Modification. NO WAIVER OF ANY BREACH OF ANY PROVISION OF THESE DADCO T&CS WILL CONSTITUTE A WAIVER OF ANY OTHER BREACH OR OF SUCH PROVISION. APPLICABILITY OF THESE DADCO T&CS TO A PARTICULAR ORDER MAY BE MODIFIED ONLY IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF DADCO AND SUPPLIER. HOWEVER, DADCO MAY, AT ANY TIME, BY WRITTEN CHANGE ORDER, MAKE CHANGES IN (A) QUANTITIES ORDERED, (B) THE DRAWINGS, DESIGNS OR SPECIFICATIONS APPLICABLE TO THE GOODS OR SERVICES COVERED BY THIS ORDER, (C) THE METHOD OF SHIPMENT AND PACKING, AND/OR (D) THE PLACE OF DELIVERY. IF SUCH CHANGES AFFECT THE TIME FOR PERFORMANCE, THE COST OF MANUFACTURING THE GOODS, OR THE COST OF FURNISHING SERVICES, DADCO WILL MAKE AN EQUITABLE ADJUSTMENT IN THE PURCHASE PRICE OR THE DELIVERY SCHEDULE OR BOTH.

12. Paperless Communications. Upon request of DADCO, Supplier shall introduce electronic data interchange communication. All properly issued and verified EDI communications will have the same legal effect as if they had been transmitted on paper.

13. Cancellation/ Termination.

A. DADCO reserves the right to cancel an order in whole or in part, without liability to Supplier, if (i) Supplier fails to timely perform any of its covenants, undertakings or warranties in connection with the Goods ordered, or threatens to breach any of the terms of the Purchase Order; (ii) if the Goods (a) are defective, (b) are not shipped as specified in DADCO's order or in any change notice, or (c) are not in accordance with specifications or samples; (iii) if Supplier becomes insolvent or commits an act in bankruptcy, files a voluntary petition or has an involuntary petition for relief filed against it under the United States Bankruptcy Code; or (iv) has legal proceedings instituted for the appointment of a receiver or trustee; (v) if, in the reasonable judgment of DADCO, Supplier's condition is such as to endanger or impair Supplier's ability to perform; or (d) at DADCO's convenience, provided that in the event of cancellation at DADCO's convenience, DADCO will pay Supplier's reasonable costs to the date of cancellation; or (e) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods for DADCO or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier.

B. **Termination for Convenience.** In addition to any other rights of DADCO to cancel or terminate the Order, DADCO may at its option immediately terminate all or any part of the Order at any time and for any reason by giving written notice to Supplier. Upon receipt of notice of such termination, and unless otherwise directed by DADCO, Supplier will promptly terminate all work under the Order and transfer title and deliver to DADCO the finished Goods, the work in process, and the parts and materials that Supplier reasonably produced or acquired according to quantities ordered by DADCO and that Supplier cannot use in producing goods for itself or for others. Upon termination by DADCO under this Section, DADCO will be obligated to pay only the following: (i) the Order price for all finished Goods in the quantities ordered by DADCO that conform to the Order; and (ii) Supplier's reasonable actual cost of work-in-process and the parts and materials transferred to DADCO pursuant to the preceding sentence. Notwithstanding any other provision, DADCO will have no obligation for and will not be required to pay Supplier for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Supplier fabricates or procures in amounts exceeding those authorized in the Order, or general

administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by DADCO. DADCO's obligation upon termination under this Section will not exceed the obligation DADCO would have had to Supplier in the absence of termination. Supplier will furnish to DADCO, within one month after the date of termination, its termination claim, which will consist exclusively of the items of DADCO's obligation to Supplier that are expressly permitted by this Section. DADCO may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim. DADCO will have no obligation for payment to Supplier under this Section if DADCO terminates the Order or portion thereof because of a default or breach by Supplier.

14. Ethics Policy. DADCO's agents and employees are prohibited from soliciting or accepting kickbacks, bribes and inappropriate gifts and entertainment. Supplier is required to avoid any action to induce DADCO's agents and employees to accept any improper consideration, whether legal or illegal. Supplier warrants that no such consideration has been offered or provided to any DADCO agent or employee. DADCO reserves the right, and by acceptance of an order, Supplier hereby agrees to permit DADCO, to audit any of Supplier's records that are deemed necessary by DADCO to ensure compliance with this ethics policy. Supplier further agrees to abide by any code of conduct that DADCO may publish. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. If Supplier fails to comply with the laws, orders, rules, ordinances and regulations and as a result DADCO is fined, Supplier agrees to immediately pay the fine and costs incident thereto or reimburse DADCO for payment. To the extent that Supplier's Personnel are required to enter onto DADCO's site or property, Supplier shall ensure that Personnel comply with DADCO's health, safety and environmental policies and standards.

15. Invoicing and Pricing; Premium Freight. Except as expressly stated in the Order, the price of Goods includes storage, handling, packaging and all other expenses and charges of Supplier. Except as otherwise stated in the Order, all Goods are to be shipped prepaid, F.O.B. destination. All invoices for the Goods must reference the Order number, type of good, quantity of pieces in the shipment, bill of lading number, DADCO's part number(s), and other information required by DADCO. The total price also includes all duties and taxes. DADCO is not responsible for any business activity taxes, payroll taxes or taxes on Supplier's income or assets. DADCO shall pay any applicable sales taxes in connection with its purchase of Goods, provided that Supplier shall separately state the amount of such taxes on its invoices, collect them, and pay them over to the taxing authority. Supplier will pay all premium freight costs over normal freight costs if Supplier needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Supplier will pay any costs incurred by DADCO as a result of Supplier's failure to comply with shipping or delivery requirements. Except as expressly stated in the Order, all pricing shall be expressed in United States dollars.

16. Packaging; Marking; Shipping; Disclosure; Special Warnings or Instructions. Supplier will: (a) properly pack, mark, and ship Goods according to the requirements of DADCO and the relevant carriers; (b) route the shipments according to DADCO's instructions; (c) label or tag each package according to DADCO's instructions; (d) provide documentation with each shipment showing the Order number, type of good, quantity of pieces in the shipment, DADCO's part number(s), Supplier's name, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to DADCO's instructions and carrier requirements. Supplier will promptly provide DADCO with the following information in the form requested by DADCO: (i) raw material questionnaire(s), (ii) a list of all ingredients and materials in Goods; (iii) the amount of all ingredients, and (iv) information concerning any changes in or additions to the ingredients. Before and at the time Goods are shipped, Supplier will give DADCO sufficient warning in writing (including appropriate labels on all Goods, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Goods, together with any special handling instructions that are needed to advise carriers, DADCO, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Goods, containers, and packing. Supplier will reimburse DADCO for any expenses or damages incurred as a result of improper packing, marking, routing, or shipping.

17. Inspection; Non-Conforming Goods/Services. DADCO may enter Supplier's facility to inspect the facility, Goods, and other materials related to the Order. DADCO's inspection of Goods whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. DADCO's acceptance, inspection, or failure to inspect does not relieve Supplier of any of its responsibilities or warranties. Nothing in the Purchase Order is intended nor shall it be construed and/or interpreted to release Supplier from the obligation of testing, inspection and quality control. If defective Goods are shipped to and rejected by DADCO, the rejected quantities will be promptly replaced by Supplier with conforming quantities. In addition to other remedies available to DADCO: (i) Supplier agrees to accept return, at Supplier's risk and expense at full invoice price, plus transportation charges, and to replace defective Goods as DADCO deems necessary; and/or (ii) Supplier will reimburse DADCO for all reasonable expenses that result from any rejection or correction of defective Goods. When DADCO requests Supplier to correct defective Goods, Supplier will document corrective actions and provide such documentation to DADCO within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment for nonconforming Goods is not an acceptance, does not limit or impair DADCO's right to assert any legal or equitable remedy, and does not relieve Supplier's responsibility for latent defects.

18. Changes. DADCO reserves the right to direct changes, or to cause Supplier to make changes, to specifications, samples or descriptions of Goods. DADCO also reserves the right to otherwise change the scope of the work covered by the Order, including work with respect to such matters as inspection, testing or quality control. DADCO may also direct the supply of raw materials from itself or from third parties. Supplier will promptly make any such requested change. Supplier shall provide to DADCO upon request such additional documentation relating to any proposed change in specifications, and any resultant proposed change in price or time for performance. Supplier will not make any change in the Goods' specifications, processing, packing, marking, shipping, price or date or place of delivery except at DADCO's written instruction or with DADCO's written approval.

19. Warranties. Supplier expressly warrants and guarantees to DADCO and its successors, assigns and customers, that all Goods delivered to DADCO will: (a) conform to the specifications, standards, samples, descriptions and revisions as furnished to or by DADCO; (b) conform to all applicable laws, orders, regulations and standards; (c) be free of defects; (d) be selected and produced by Supplier based upon DADCO's stated use and be fit and sufficient for the purposes intended by DADCO; (e) be free and clear of all liens and encumbrances; and (f) (if such Goods are to be used as ingredients for dietary supplements) not expire within ten (10) months from date of receipt. The warranty period for Goods shall be the longer of: (i) three years from the date DADCO accepts the Goods; or (ii) the warranty period provided by applicable law. For all services, Supplier further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with DADCO and otherwise consistent with industry standards. Supplier will immediately notify DADCO in writing when it becomes aware of any ingredient, component, design or defect in Goods that is or may become harmful to persons, animals, or property. DADCO's approval of any design, drawing, material, process or specifications will not relieve Supplier of these warranties.

20. Remedies. The rights and remedies reserved to DADCO in the Order will be cumulative with and in addition to all other or legal or equitable remedies. Supplier will reimburse DADCO for any incidental or consequential damages caused by Supplier's breach or by nonconforming Goods, including without limitation costs, expenses and losses incurred directly or indirectly by DADCO or its customer(s): (a) in inspecting, sorting, repairing or replacing the nonconforming Goods; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions (as more particularly set forth below); or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Goods. Consequential damages include reasonable professional fees incurred by DADCO. In any action brought by DADCO to enforce Supplier's obligation to produce and deliver Goods under the Order, the parties agree that DADCO does not have an adequate remedy at law and DADCO is entitled to specific performance of Supplier's obligations under the Order.

21. Indemnification. To the fullest extent permitted by law, Supplier will defend, indemnify and hold harmless DADCO, DADCO's customers (both direct and indirect), distributors, and users of the products sold by DADCO and all of their respective affiliates, officers, directors, employees, agents, successors and assigns, against any and all losses, costs, damages, claims, fines, penalties, liabilities and expenses (including actual attorneys' and other professional fees, settlements and judgments) arising from and/or relating to any defective Goods, or from any negligent or wrongful act or omission of Supplier or Supplier's agents, employees or subcontractors, and/or any breach or failure by Supplier to comply with any of Supplier's covenants, undertakings, representations and/or warranties, and/or any breach and/or failure to comply with any of the terms and conditions of a Purchase Order (including any part of these DADCO T&Cs). If Supplier performs any work on DADCO's premises or utilizes the property of DADCO, whether on or off DADCO's premises: (a) Supplier will examine the premises to determine whether they are safe for the requested services and will advise DADCO promptly of any situation it deems to be unsafe; (b) Supplier's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from DADCO's premises at DADCO's discretion; (c) Supplier's employees, contractors, and agents will not smoke or use tobacco products and will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Supplier will indemnify and hold DADCO, and its respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to DADCO, its customer, their respective agents, employees, or any other person or entity to the extent arising from or in connection with Supplier's work on the premises or Supplier's use of DADCO's property.

22. Insurance. Supplier will maintain insurance coverage in amounts as may be reasonably requested by DADCO and, unless waived in writing by DADCO, will cause DADCO and its affiliates to be named as "additional insured(s)" on such insurance policies. Supplier will furnish to DADCO a certificate showing compliance with this requirement or certified copies of all insurance policies within 10 days of DADCO's written request. The certificate will provide that DADCO (and, if applicable, DADCO's customers) will receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence of insurance does not release Supplier of its obligations or liabilities under the Order.

23. Insolvency. The Order may be terminated immediately by DADCO without liability to Supplier if any of the following or comparable events occur, and Supplier will reimburse DADCO for all costs incurred by DADCO in connection with any of the following, including without limitation attorneys' and other professional fees: (a) Supplier becomes insolvent; (b) Supplier files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Supplier; (d) a receiver

or trustee is appointed for Supplier; (e) Supplier needs accommodations from DADCO, financial or otherwise, in order to meet its obligations under the Order; or (f) Supplier executes an assignment for the benefit of creditors.

24. Set-Off; Recoupment. In addition to any right of setoff or recoupment provided by law, all amounts due to Supplier will be considered net of indebtedness of Supplier and its affiliates or subsidiaries to DADCO and its affiliates or subsidiaries. DADCO will have the right to set off against or to recoup from any payment or other obligation owed to Supplier, in whole or in part, any amounts due to DADCO or its affiliates or subsidiaries from Supplier or its affiliates or subsidiaries. DADCO will provide Supplier with a statement describing any offset or recoupment taken by DADCO.

25. Relationship of Parties. Supplier and DADCO are independent contracting parties and nothing in the Purchase Order is intended, nor shall it be construed, interpreted and/or asserted to create a partnership, nor make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Supplier will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by DADCO. All employees and agents of Supplier or its respective contractors are employees or agents solely of Supplier or such contractors, and not of DADCO, and are not entitled to employee benefits or other rights accorded to DADCO's employees. DADCO is not responsible for any obligation with respect to employees or agents of Supplier or its contractors.

26. Assignment. Supplier may not assign or delegate its obligations under the Order without DADCO's prior written consent, which consent may be withheld, delayed and/or conditioned for any reason (or no reason) in DADCO's sole discretion. In the event of any approved assignment or delegation authorized by DADCO, Supplier retains all responsibility for Goods, including all related warranties and claims, unless otherwise expressly agreed in writing by DADCO. ** Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without DADCO's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment shall relieve the Supplier of any of its obligations hereunder.

27. Governing Law; Arbitration; Jurisdiction. These T&Cs shall be construed according to the laws of the State of Michigan without regard to conflict of laws principles. For the avoidance of doubt, the UN Convention for the International Sale of Goods (CISG) does not apply. The parties hereby submit and consent to the exclusive jurisdiction and venue of state courts sitting in Wayne County, Michigan or the United States District Court for the Eastern District of Michigan for the purpose of hearing and determining any disputes. At DADCO's option, exercised by written notice any time before or within 30 days following the service of process in a legal action, any dispute arising from and/or relating to the Goods, these DADCO T&Cs, or any other matter between the parties (other than requests for injunctive relief) will be resolved by binding arbitration using a single arbitrator selected by the parties. The arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) in a location agreed by the parties; if the parties cannot agree on a location within 30 days of either party's written request for arbitration, the arbitration will be conducted in metropolitan Detroit, MI USA; and (c) if the parties cannot agree on an arbitrator within 30 days of the selection of the arbitration location, each party will select a person from the AAA-approved commercial arbitrator list and those two people will jointly select a third person from such list who will conduct the arbitration as the sole arbitrator. The arbitrator will issue written findings of fact and conclusions of law, and may award attorneys' fees and costs to the substantially prevailing party. In no event will any party be awarded punitive or exemplary damages. The award of the arbitrator will be enforceable in any court of competent jurisdiction, provided that either party may appeal to the U.S. District Court for the Eastern District of Michigan, for correction of any clear error of fact or law by the arbitrator (provided that the appealing party must first post an appropriate bond and that the prevailing party in any such action will be entitled to its attorneys' fees and costs). Any request for injunctive relief may be brought by DADCO in any court(s) having jurisdiction over Supplier or, at DADCO's option, in the applicable court closest to the place from which the Order was issued by DADCO, in which event Supplier consents to the jurisdiction of such court. Any request for injunctive relief against DADCO may be brought by Supplier only in the court(s) having jurisdiction over the location of DADCO from which the Order issued.

28. Severability; No Implied Waiver. If any term of the Purchase Order is held by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Purchase Order will remain in full force and effect. The failure of either party at any time to require performance by the other party of any provision of the Purchase Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Purchase Order. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order by DADCO shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege. No waiver by any party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by DADCO.

29. Survival. The obligations of Supplier to DADCO survive delivery of the Goods subject to and/or termination of the Purchase Order, except as otherwise provided in the Order.

30. Notices. All notices, consents, claims, demands, waivers and communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Section.

31. Entire Agreement. The terms of the Purchase Order (inclusive of these DADCO T&Cs), together with the additional representations and warranties made and/or furnished to DADCO, and the terms of any separate written confidentiality and/or non-disclosure agreement between DADCO and Supplier, set forth all of the terms and conditions applicable to purchases by DADCO of the Goods identified on the Purchase Order issued by DADCO to such Supplier, and constitute the entire agreement between the parties relating to each such Purchase Order. All prior negotiations, agreements and understandings relating to the specific Purchase Order are merged into the Purchase Order. No modification, alteration or amendment of the Purchase Order (or these DADCO T&Cs) shall be binding unless agreed to in writing and signed by DADCO subsequent to the date hereof.