

**IWIS PURCHASE ORDER TERMS AND CONDITIONS
EFFECTIVE MARCH 2014**

1. ACCEPTANCE: As used herein, the term "Buyer" shall mean IWIS ENGINE SYSTEMS, L.P. Seller has read and understands this order ("Purchase Order") and agrees that Seller's written acceptance or commencement of any work or service under this Purchase Order shall constitute Seller's acceptance of these terms and conditions only ("Terms and Conditions"). These Terms and Conditions shall be considered a part of the Purchase Order to which they are attached. Seller's acceptance is limited to acceptance of Buyer's terms. These Terms and Conditions shall not be superseded by any other terms in Seller's Purchase Order, the parties having expressly agreed that any terms provided by Seller shall be null and void and without force and effect. Any modification to this Purchase Order shall be made in accordance with Section 36. All Purchase Orders shall be deemed accepted by Seller if not rejected within five (5) business days of receipt of such Purchase Order and provided that Buyer does not revoke such Purchase Order within ten (10) days of Seller's receipt.

2. PRICE: The price of goods and services under the Purchase Order or these Terms and Conditions stated on the face hereof includes all (i) applicable local, state and federal taxes, including, but not limited to excise, sales, use, and value-added taxes; (ii) all governmental charges, including but not limited to customs, import/export fees and duties; and (iii) insurance. Unless otherwise specified on the face hereof, all fees, costs, expenses, and taxes in excess of the price charged, shall be paid by Seller regardless of which party such fees, costs, expenses or taxes are imposed upon (with the exception of any taxes imposed on Buyer's income). Seller warrants that the prices charged to Buyer do not exceed the lowest prices charged by Seller for similar goods and services to its other customers and are in compliance with law. Seller warrants that all prices are complete and no additional charges may be added following acceptance of the Purchase Order.

3. SHIPPING AND BILLING: Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involved carriers in a manner to secure the lowest transportation cost; (b) to route shipments in accordance with the instructions from Buyer; (c) to make no charge for handling, packaging, storage or transportation of goods unless otherwise stated in this Purchase Order; (d) to provide with each shipment packing slips with Buyer's order number marked thereon; (e) to properly mark each package with this Purchase Order number; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with the Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with the Buyer's instructions and carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased.

Seller further agrees: (a) to promptly render, after delivery of goods or performance of services, correct and complete invoices to Buyer; and (b) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic transfer of funds.) The payment date is set forth on the face side of this Purchase Order, except as may otherwise be agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer. Time for payment shall not begin until correct and complete invoices are received, and Seller's cash discount privileges to Buyer shall be extended until such time as payment is due. All invoices shall be due forty-five (45) days from receipt. Buyer shall be entitled to a three percent (3%) discount on any order for which payment is made within fourteen (14) days of invoice. Buyer shall be entitled to a discount of two percent (2%) on any order for which payment is made after fourteen (14) days but prior to forty-five (45) days of invoice. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this Purchase Order. Buyer may withhold payment of any invoice for delivery of defective goods until such time as replacement or other remedy has been arranged and delivered.

Where Seller is required to deliver the goods to Buyer's dock, Seller shall be responsible for all costs to transport and deliver the goods to the required destination, including, without limitation, all duties, transportation, berthing, loading, unloading and other delivery costs.

Notwithstanding anything to the contrary in these Terms and Conditions, in the event that any transportation or handling facilities become unavailable, Seller shall provide substituted transportation and/or other facilities acceptable to Buyer at no additional cost to Buyer and without extension of the required delivery schedule for the goods.

Any goods shipped early or in excess of the quantity ordered shall be at Seller's risk and may be returned by Buyer at Seller's sole cost and expense. Seller shall make no substitution of the goods specified to be sold nor make any material change in the production process for goods hereunder unless agreed to in advance by Buyer.

Seller acknowledges and agrees to adhere to the standards and instructions as set forth in the Logistics Manual – Global, as updated from time to time (a copy of which can be found at http://www.iwis.de/uploads/tx_sbdownloader/Logistikhandbuch_V1.0_en.pdf) and the Supplier and Quality Guide, which has been provided by Buyer. To the extent the Logistics Manual – Global or the Supplier and Quality Guide conflict with the terms and provisions hereof, the terms of the Logistics Manual – Global or the Supplier and Quality Guide, as applicable, shall prevail.

4. DELIVERY SCHEDULES: Time is of the essence in this Purchase Order. Deliveries shall be made both in quantities and at the times specified in Buyer's delivery schedules. Buyer may change the rate of schedule shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this Purchase Order.

For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases. Seller shall notify Buyer immediately of any circumstances which is delaying or which threatens to delay the timely delivery of goods. Seller shall use all commercially reasonable methods to mitigate any such delays at Seller's expense.

5. TITLE: All sales are DDP Buyer's facility or such other location as specified by Buyer. Title to and risk of loss of all goods sold hereunder shall pass to Buyer upon delivery and acceptance by Buyer.

6. PREMIUM SHIPMENTS: If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall, at Buyer's option (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (ii) allow Buyer to reduce its payment of Seller's invoices by such difference, or (iii) ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.

7. CHANGES: Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this Purchase Order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be mutually agreed between Buyer and Seller. Any changes to this Purchase Order shall be made in accordance with Section 36.

8. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION: Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time. Seller agrees to comply with Buyer's supplier quality manual and with ISO/TS 16949, and ISO 9001. Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this Purchase Order. No act of Buyer, including, without limitation, modification of these Terms and Conditions or acceptance of late deliveries, shall constitute a waiver of this provision.

Buyer's inspection of the goods whether during manufacture, prior to delivery or within a reasonable time after delivery or after payment shall not constitute acceptance of any work-in-process or finished goods. Seller further agrees to maintain adequate authenticated inspection and test reports, affidavits, certifications or other such documents which relate to work performed under the Purchase Order. Such records, data, reports, and other documentation shall be kept for a period of no less than 15 years from the date of the last delivery to Buyer and shall be promptly made available to Buyer and its customers upon request.

9. NONCONFORMING GOODS: Buyer shall have the right but not the obligation to inspect the goods delivered by Seller. Seller acknowledges that Buyer may not perform inspection of incoming goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this Purchase Order will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk.

Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute acceptance thereof, limit or impair Buyer's right to assert and legal or equitable remedy, or relieve Seller's responsibility for latent defects.

10. FORCE MAJEURE: Any delay or failure of either party to perform its obligations hereunder shall 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, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this Purchase Order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel the order without liability.

11. WARRANTY: Seller expressly warrants that all goods or services covered by this Purchase Order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this Purchase Order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer. Seller further warrants that the goods will comply with all government requirements of the countries in which the goods or the vehicles into which the goods are to be installed are to be sold.

The warranty period is the longest of (i) the warranty period offered by Buyer, by Buyer's customer or by the manufacturer of the vehicle and its sales organization to end-users for goods installed on or as part of vehicles, (ii) the warranty period provided by applicable law, or (iii) 48 months.

If Buyer or Buyer's affiliated companies are held liable or responsible by their customers or by vehicle manufacturers due to warranty and liability claims (including cost for zero kilometer defects, field defects or for recall- and service campaigns). Supplier agrees in addition to bear all cost incurred by Buyer or Buyer's affiliates resulting from agreements (including those entered into by and

**IWIS PURCHASE ORDER TERMS AND CONDITIONS
EFFECTIVE MARCH 2014**

between Buyer's customers and vehicle manufacturers) that provide for factory supplements or that - in case of defects occurring in the field - provide for specific procedures for certain markets relating to the determination of the warranty and liability without specific examination of defects.

12. DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS:

Pursuant to Federal and State regulations, Buyer maintains a current file of Material Safety Data Sheets ("MSDS"). It is Seller's responsibility to supply MSDS information along with all updates as they shall occur. Prior to and with the shipment of the goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packaging shipped to Buyer. In addition and at Buyer's request, Seller will promptly furnish to Buyer in such form and detail as Buyer may direct (i) a list of all ingredients in the goods, (ii) the amount of each ingredient, and (iii) information concerning any changes in or additions to such ingredients.

13. INSOLVENCY: Buyer may immediately cancel this Purchase Order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller, provided that such involuntary petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

14. CANCELLATION FOR BREACH OR NONPERFORMANCE:

Buyer reserves the right to cancel all or any part of this Purchase Order without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this Purchase Order, including Seller's warranties; (b) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure to progress within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure to progress; (c) fails to perform services or deliver goods as specified by Buyer; or (d) is in imminent danger of failing to meet Buyer's releases or schedules.

Buyer may also terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock such as would effect a change in control of Seller.

15. TERMINATION FOR CONVENIENCE: In addition to any other rights of Buyer to cancel or terminate this Purchase Order, Buyer may at its option immediately terminate all or any part of this Purchase Order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the order price of all goods and services which have been completed in accordance with this Purchase Order and not previously paid for; and (b) the actual cost of works-in-process and raw materials incurred by Seller in furnishing the goods or services under this Purchase Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Purchase Order; less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases, nor for any undelivered goods which are in Seller's standard stock or which are readily marketable.

Payments made under this Section shall not exceed the aggregate price payable by Buyer for finished goods which would have been produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of this Purchase Order.

Within sixty (60) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relation to any termination claim of Seller.

16. INTELLECTUAL PROPERTY: Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including expenses of litigation, court costs, expert expenses and attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, or mask work right by reason of the manufacture, use or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from seller's actions: (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free, irrevocable license to repair, rebuild, reconstruct, relocate and reproduce the goods ordered hereunder. Seller assigns to Buyer all right, title and interest in and to all trademarks,

copyrights, mask work rights and any other intellectual property rights in any material created or developed in fulfilling this Purchase Order. Seller shall promptly notify Buyer in writing of any potential third-party claim of intellectual property infringement of which it becomes aware.

17. INDEMNIFICATION: To the fullest extent permitted by law, Seller agrees to protect, defend, indemnify and hold harmless Buyer (including Buyer's officers, customers, agents, employees, representatives, and affiliated companies) from and against all claims (including, but not limited to, product liability claims, strict liability claims, claims resulting from any defective design, workmanship, material services, or claims asserting, directly or indirectly, breach of contract, negligence (including Buyer's negligence), malfeasance, breach of warranty, failure to meet specifications or other default with respect to Seller's goods or services) losses, damages (including, but not limited to, actual, consequential, incidental and environmental damages), causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injuries to or death of any person (including, but not limited to, Buyer's employees or Seller's employees that may enter upon Buyer's premises), or for damage to any tangible or intangible property or property rights (including, but not limited to, purely economic losses), arising out of or relating to the goods or services provided hereunder; their manufacture, design, sale, transportation, installation, erection, testing, operation, maintenance, repair, recall, and use or non-use; the breach of this Agreement; or Seller's sole or concurrent negligence. Seller also agrees to assign to Buyer, upon Buyer's request, any and all awards it may receive or legal claims it might have or might hereafter accrue to Seller under any foreign, federal, or state antitrust or competition laws that are related to Buyer's purchases of products that it sells to Buyer.

18. INSURANCE: If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller will maintain and require its subcontractors to maintain (i) commercial liability and automobile liability insurance (including contractual and products liability), in amounts sufficient to cover the obligations set forth above, but no less than \$5,000,000.00 per occurrence with Buyer named as an additional insured, and (ii) worker's compensation and employer's liability insurance covering all employees engaged in the performance of the Purchase Order. Seller will furnish, upon Buyer's request, certificates evidencing such insurance providing at least 30 days prior written notice to Buyer of cancellation or immediate change.

19. LIMITATION OF BUYER'S LIABILITY: BUYER'S ENTIRE LIABILITY TO SELLER, IF ANY, FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING WITH RESPECT TO ANY STATUTORY CLAIM, IS LIMITED SOLELY TO THE PURCHASE PRICE ACTUALLY PAID BY BUYER UNDER THE TERMS OF THIS PURCHASE ORDER. NOTWITHSTANDING THE FOREGOING LIMITATION, BUYER SHALL NOT BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS PURCHASE ORDER, THESE TERMS AND CONDITIONS, OR OTHERWISE, WITH RESPECT TO THE SALE, PURCHASE, OR USE OF THE GOODS AND/OR SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR ANY STATUTORY CAUSE OF ACTION.

20. TOOLS: Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, dies, gauges, molds, fixtures and patterns necessary for the production of the goods ("Tools"). At Buyer's request a complete set of Tool drawings will be made available to Buyer. Seller will insure the Tools and other Seller property for the replacement value thereof for all risks of physical loss, including theft, and provide proof of such insurance to Buyer at Buyer's request. Seller waives all subrogation rights against Buyer with respect to any of Seller's property on Buyer's premises or elsewhere. Seller grants Buyer an irrevocable option to take possession of and title to the Tools (including intellectual property rights embodied in such Tools, if any) upon payment to Seller of the book value thereof less any amount that Buyer has previously paid to Seller for the cost of such Tools; provided, however, that this option will not apply if such Tools are used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

21. BUYER'S PROPERTY: All supplies, materials, documents, specifications, drawings, Tools, dies, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this Purchase Order, or for which Seller has been or will be reimbursed by Buyer (including reimbursements included in the purchase price of the goods), shall be and remain (including intellectual property rights embodied in such items, if any) the property of Buyer or Buyer's customer ("Buyer's Property") and be held by Seller on a bailment basis. Seller shall bear the risk of loss and damage to Buyer's Property.

Seller shall maintain Buyer's Property in first class condition and replace worn out Buyer's Property at Seller's expense to the extent of necessary to produce acceptable parts. Such repaired or replaced items shall also be Buyer's Property. Any modifications, changes or accessions to Buyer's Property shall become Buyer's Property regardless of whether Buyer has reimbursed Seller for such modifications, changes or accessions. Buyer's Property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this Purchase Order; shall be deemed to be personalty; shall be conspicuously marked "Property of IWIS ENGINE SYSTEMS, L.P." by Seller; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) DDP transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by

**IWIS PURCHASE ORDER TERMS AND CONDITIONS
EFFECTIVE MARCH 2014**

Buyer, in which event Buyer shall pay to seller the reasonable cost of delivering such property to such location.

Seller's obligation to deliver Buyer's Property shall not be subject to any setoff, recoupment or counterclaim arising from this or any other transaction with Seller. Seller waives any lien or other rights that Seller may have in any Buyer's Property for work performed on Buyer's Property or otherwise. Seller acknowledges that Buyer's Property is unique and Buyer would not have an adequate remedy at law so that Buyer shall be entitled to specific performance of Seller's obligations under this Section.

22. BUYER'S PREMISES. To the extent that Seller or Seller's agent's, employees, or other personnel will have access to Buyer's premises, all such agents, employees and personnel shall adhere to Buyer's safety policies and Buyer shall not be liable for any injury or losses except to the extent such injury or loss is caused by the willful misconduct or gross negligence of Buyer.

23. CONFIDENTIALITY. All information (including, but not limited to, information subject to separate confidentiality agreements between Seller and Buyer), Buyer's intellectual property, designs, drawings, know-how, methods, marketing strategies, specifications, prices, costs, business plans, purchasing data, research and development data, customer lists or information, and other data (collectively, "Confidential Information") furnished by Buyer to Seller, or otherwise learned by Seller as a result of its relationship with Buyer, is proprietary to Buyer, and Seller agrees to keep all such Confidential Information confidential and use such Confidential Information only as necessary in order to fulfill Seller's obligations to Buyer under any Purchase Order. Seller further agrees to return to Buyer all Confidential Information, including all copies thereof made by or for Seller, upon Buyer's request. The provisions of this Section will survive the execution, delivery, and performance of any Purchase Order or other agreement relating to the procurement of goods.

24. REMEDIES: The rights and remedies reserved to Buyer under this Purchase Order shall be cumulative, and additional to all other or further remedies provided in law or in equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth above or if the materials contained within the goods are alleged to or are determined to cause injury to third parties, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs (including all attorney's or other professionals fees), expenses and losses incurred by Buyer (a) in inspecting, sorting, containing, repairing or replacing such nonconforming goods; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions, and (d) claims or litigation arising from personal injury (including death) or property damage caused by such nonconforming goods. In addition, Seller shall reimburse Buyer for all liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relation to Seller's breach or anticipatory repudiation of this Purchase Order or any other contract between Seller and Buyer, a request or demand by Seller to modify or change the terms of this contract, or legal proceedings involving the Seller that in the reasonable judgment of Buyer, may impact upon Seller's continued or future performance under this contract, or if Seller is a party to a court case or proceedings in which Buyer appears, participates, monitors or becomes a party. In the event this contract is issued or renewed after Seller becomes a debtor in bankruptcy, Buyer shall be entitled to all of its attorney's or other professional fees arising from or relating to the bankruptcy case, including for monitoring the case.

25. CORRECTIVE SERVICE ACTIONS: Without limiting the generality of Section 24, the Buyer or the Seller, as appropriate, will inform the other about any nonconformity of the goods as soon as reasonably practicable after it has been discovered and will cooperate fully with each other to identify the cause of the nonconformity and to develop a plan for the prompt remediation of it. The Buyer may initiate (or have initiated by its customer or by the vehicle manufacturer) a corrective service action, performed by the Buyer, its affiliates, its customers or the vehicle manufacturer or other authorized repair facilities, required by a government (either mandated or voluntarily agreed upon by the Buyer) or on its own for customer satisfaction or other reasons independent of any government action.

Buyer reserves the right to determine (or have determined) all aspects of a corrective service action, including when to conduct one and its implementation. The Seller is liable for all costs and expenses of a corrective service action to remedy a non-conformity in the goods, including but not limited to, providing an extended warranty or customer incentives to increase the service action completion rate. The Buyer's rights under this Section 25 are in addition to any other rights that it may have to recover from the Seller for any nonconformity of goods.

26. SPARE PARTS: Irrespective of the term or termination of any Purchase Order or other agreement relating to the delivery of goods, Seller shall, for a period of 15 years following end of series production of the vehicle into which Buyer's parts are incorporated, supply Buyer with its products as spare parts at the most recent price(s) applicable to series production parts.

27. DUTY DRAWBACK RIGHTS: This Purchase Order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

28. SETOFF: In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; Buyer is entitled to setoff and deduct amounts due under this or any other agreement in the event Seller is in breach of this or any other agreement with Buyer, or provides defective or nonconforming goods or services.

29. ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services, covered by this Purchase Order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

30. GOVERNMENT/LEGAL COMPLIANCE: Seller agrees to comply with all international, federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this Purchase Order.

31. OFAC LISTS; COMPLIANCE: None of Seller or any of its officers, directors or employees is on any list of prohibited countries, individuals, organizations or entities that is administered or maintained by the U.S. Office of Foreign Assets Control ("OFAC"), including but not limited to the List of Specially Designated Nationals and Blocked Persons, or on any similar list not maintained by the OFAC, nor will Seller cause or allow any funds received pursuant to this Agreement to be provided to any country, individual, organization or entity on any such list. Seller is in compliance with all of its obligations and requirements pursuant to the Conflict Minerals Statutory Provisions of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 13(p) of the Securities Exchange Act of 1934 relating to the use of conflict minerals. Seller has and maintains a process to ensure compliance with this Section 31.

32. NO IMPLIED WAIVER: The failure of either party at any time to require performance by the other party of any provision of this Purchase Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Purchase Order constitute a waiver of any succeeding breach of the same or any other provision. To be effective, any waiver by Buyer of any provision of this Purchase Order must be in writing signed by Buyer.

33. NON-ASSIGNMENT: Seller may not assign or delegate its obligations under this Purchase Order without Buyer's prior written consent.

34. GOVERNING LAW: This Purchase Order is to be construed according to the laws of the state of Indiana, excluding the provision of the United Nations Convention on Contracts for the International Sale of goods and any conflict of law provisions that would require application of another choice of law.

35. ARBITRATION: All disputes, claims, demands, liabilities and causes of action related to this Agreement shall be exclusively resolved by arbitration which shall be commenced by filing a Notice of Arbitration under the then current Commercial Rules of the CPR International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitrations ("CPR Rules"). The entire dispute and all related disputes that the parties may have or possess shall be arbitrated in the English language in accordance with the CPR Rules then in effect, by a sole arbitrator. The selection of the independent arbitrator shall be made by agreement of the parties. In the event that the parties cannot agree upon the selection of an independent arbitrator, the arbitrator shall be appointed pursuant to the CPR Rules. The arbitrator shall determine the rights and obligations of the parties according to the applicable substantive laws and the express terms of these Terms and Conditions. The arbitrator shall not be empowered to grant any damages in excess of those damages permitted or limited under the express terms of these Terms and Conditions. The party prevailing on substantially all of its claims in arbitration shall be entitled to recover its costs, including attorneys' fees on a full indemnity basis, for the arbitration proceeding, as well as any ancillary proceedings, including a proceeding to compel or enjoin arbitration, to request interim measures or to confirm or set aside an award. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having competent jurisdiction. The place of arbitration shall be Chicago, Illinois. The parties may, however, seek solely injunctive or equitable relief in a court of competent jurisdiction.

36. ENTIRE AGREEMENT: This Purchase Order, together with the attachments, exhibits, or supplements, specifically referenced in this Purchase Order, constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This Purchase Order may only be modified by a Purchase Order amendment/alteration issued by Buyer.