



## Rebo Lighting & Electronics, LLC

### GENERAL TERMS AND CONDITIONS OF PURCHASE

#### 1. GENERAL; OFFER; ACCEPTANCE

1.1 Offer and Acceptance. Each purchase order or purchase order revision ("Order") issued by REBO Lighting & Electronics and its affiliates ("REBO") is an offer to the Seller identified on the Order (the "Supplier") for purchase of goods, works, materials, or services (the "Goods") that includes and is governed by these Terms and Conditions of Purchase ("REBO T&Cs"). The Order is limited to and conditional upon Supplier's acceptance of these REBO T&Cs exclusively. **REBO's offer to purchase Goods or otherwise enter into a supply relationship with Supplier is expressly conditional upon Supplier's acceptance of these REBO T&Cs.** Supplier accepts the Order, including the REBO T&Cs, and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; or (c) engaging in any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. In any such case, the Supplier will be deemed to have accepted the REBO T&Cs.

1.2 Prior Agreements. The Order supersedes all prior agreements, purchase orders, quotations, proposals and other communications regarding the Goods covered by the Order, except that a prior written agreement signed by an authorized representative of REBO, such as an Award Letter, Approved Supplier Agreement, Statement of Work or Non-Disclosure Agreement ("Other Contractual Documents") shall continue to apply. Specific terms expressly stated on an Order and in Other Contractual Documents will take priority over any inconsistent provision in the REBO T&Cs.

1.3 Other Terms Rejected. REBO rejects any terms or conditions deviating from or contrary to those herein, unless the application of such terms and conditions has been expressly approved by REBO in writing. REBO T&Cs will also apply if REBO accepts delivery by the Supplier and/or pays the invoice even though REBO knows of Supplier's terms and conditions deviate from those of REBO. REBO T&Cs will apply to each separate agreement for the supply of Goods to REBO which will be entered into at some point in the future and they will apply as of commencement of contractual negotiations. All modifications to the Order or to the REBO T&Cs are rejected. REBO will not be bound by any modifications to its Order unless expressly accepted by REBO in writing.

## **2. DURATION OF ORDER, SERVICE PARTS, AND REPLACEMENT PARTS**

2.1 Time Period of Order. Subject to REBO's termination rights, unless there is an agreement in writing signed by an authorized representative of REBO setting forth a different duration, the agreement formed by the Order is binding on the parties for the length of the applicable Original Equipment Manufacturer ("OEM") vehicle program production life (including model refreshes as determined by the OEM customer), and both REBO and Supplier acknowledge the risk of the vehicle program production life being cancelled or extended by the OEM. If an expiration date is stated in the Order, the term of the Order will continue until that date. Unless expressly waived in writing by an authorized representative of REBO, Supplier's obligations with respect to service and replacement parts will survive the termination or expiration of the Order as set forth in Section 2.2 below.

2.2 Time Period of Replacement Parts. If Goods are used in original equipment automotive parts, Supplier will supply REBO with replacement parts and service parts orders for the same Goods, component parts, and materials at the price(s) set forth in the Order plus any actual cost differential for special packaging. Supplier will ensure that the Goods will be available for a period of fifteen years after delivery. If Goods are not used in original equipment automotive parts, the same Goods, component parts, and materials must be available for a period of seven years. Unless otherwise agreed in writing, maintenance for all Goods must be available for a period of four years after end of (production) supply. All other services must be available for a period of four years after expiration of warranty.

## **3. QUANTITY**

3.1 Quantities. Unless otherwise expressly stated in the Order, if no other quantity is stated on the face of the Order or if the quantity is blank or states the quantity as zero, "blanket," "see release," "see rel.," "as scheduled," "as directed," "subject to REBO's production releases" or similar terms, then REBO will purchase and Supplier will supply 100% of REBO's requirements for Goods. Supplier is authorized to ship only those quantities as identified by REBO as firm orders in material authorization releases, manifests, broadcasts or similar releases ("Material Releases") that are transmitted to Supplier during the term of the Order, and Supplier will supply all such Goods on such dates and times stated in the Material Releases, at the price and on the other terms specified in the Order. If the Order covers services, REBO is required to purchase such services to the extent expressly stated in a Statement of Work signed by REBO. If "price" is stated as 1.000 on an Order covering installment performance of a fixed total quantity, then quantity is 1 and the number shown under "quantity" is the price. REBO may require Supplier to participate in electronic data interchange or a similar inventory management program, at Supplier's expense, for notification of Material Releases, shipping confirmation and other information. Material Releases are part of the Order, are governed by these REBO T&Cs and are

not independent contracts. Supplier accepts the risk associated with lead times of various raw materials and/or components if they are beyond those provided in Material Releases.

3.2 Estimated Quantities. Quantities listed in each Order as estimated are REBO's best estimate of the quantities of Goods it might purchase from Supplier for the term specified in the Order or these REBO T&Cs. Any estimates or forecasts of production volumes or program durations, whether from REBO or its customers, are subject to change from time to time, with or without notice to Supplier, and shall not be binding upon REBO. Unless otherwise expressly stated in the Order, REBO makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied, to Supplier in respect of REBO's quantitative requirements for the Goods or the term of supply of the Goods.

3.3 Inventory Reserves. To assure the timely delivery of Goods, Supplier will, upon written request from REBO, manufacture Goods in excess of REBO's current Orders to serve as a reserve for shipment, at such inventory reserve level as may be set by REBO from time to time, to meet REBO's requirements and to meet any unforeseen delays due to any reason whatsoever. Until such reserve Goods are purchased by REBO from Supplier, they shall remain the property of Supplier, and shall be held by Supplier at its sole risk and expense.

#### **4. Pricing**

4.1 Pricing. Except as expressly stated in the Order, the price of Goods stated in the Order is fixed for the entire duration of the Order. The price of Goods includes storage, handling, packaging and all other expenses and charges of Supplier, and no price increases, surcharges, premiums or other additional charges of any type shall be added without REBO's express written consent. Prices are not subject to increase, unless specifically stated in the Order, and Supplier assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rates, increases in raw material costs, inflation, increases in labor and other production and supply costs, and any other event which impacts the price or availability of materials or Goods. Prices may be subject to decrease as agreed in the Order or other written agreement.

4.2 Taxation. The total price includes all duties and taxes except for any governmentally imposed value added tax (VAT) imposed by a non-USA jurisdiction, which must be shown separately on Supplier's invoice for each shipment. REBO is not responsible for any business activity taxes, payroll taxes, or taxes on Supplier's income or assets.

4.3 Comparative Pricing. Supplier represents and warrants that the prices are, and will remain, no less favorable to REBO than any price which Supplier presently, or in the future, offers to any other customer for the same or substantially similar goods and/or services for substantially similar quantities. If Supplier offers a lower price for the same or substantially similar goods and/or

services to any other customer during the term of the Order, then Supplier will immediately offer REBO the same price as offered to Supplier's other customer.

4.4 Incentives. Supplier represents and warrants to REBO that Supplier will fully disclose to REBO, and give REBO the full and sole benefit of (unless otherwise agreed in writing by an authorized representative of REBO), any and all discounts, refunds, rebates, credits, allowances or other financial or related incentives or payments of any kind to be provided or agreed to be provided by Supplier to any customer and relating in any way to, and/or based on or determined, in whole or in part, with reference to REBO's purchases of Goods from Supplier under the Order.

4.5 Competitor Pricing and Quality. REBO makes an effort to supply its customers with products of the highest possible quality and at the lowest possible cost. Therefore, any Goods delivered by Supplier must, at least, match its competitors' products in terms of quality and price. If a competitor of Supplier offers any Goods at a better value regarding quality and/or price, Supplier will provide REBO with notice. Within 30 days of REBO's receipt of such notice, Supplier will provide REBO with a new offer matching the competitor's quality and/or price.

4.6 No Supplier Exclusivity. Supplier represents and warrants that it has no agreement for exclusivity of supply with any of its suppliers relating to the Goods or any portion or component of the Goods. REBO may purchase goods from Supplier's suppliers without liability and Supplier expressly waives any exclusivity or any claim for tortious or other interference with any agreements between Supplier and its suppliers in the event REBO purchases from Supplier's suppliers.

## **5. DELIVERY, TRANSFER OF RISKS, TRANSPORT, ACCEPTANCE OF DELIVERY**

5.1 Delivery. Time and quantities are of the essence under the Order. Supplier agrees to 100% on-time delivery of the quantities and at the times specified by REBO, as stated in the Order and related Material Releases. REBO may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Supplier to modify the price for Goods. REBO is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. REBO shall not be held liable for manufacture of Goods by Supplier in advance of REBO's schedule. Unless otherwise agreed in writing by REBO, the risk of loss passes from Supplier to REBO upon delivery to REBO's transportation carrier (or if shipment is by Supplier or common carrier, then upon delivery to REBO's designated facility), but title passes to REBO only upon acceptance by REBO at REBO's facility where the Goods are to be used. Supplier is not entitled to retain ownership of the Goods or to make the passing of title contingent on any further conditions.

5.2 Delivery Method. Prior to booking loads with carriers for shipments to any REBO facility, the parties shall mutually agree upon the shipping details. If delivery of the Goods is not to be

undertaken and agreed as FCA (Supplier's facility), the delivery will be DDP (Supplier's facility) in accordance with INCOTERMS 2010 and Supplier will be responsible for ensuring that the Goods are ready for shipment and dispatch in good time.

5.3 Delivery Packaging. 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 REBO's order number. If the packaging is defective, the delivery will be deemed to be defective as well. REBO shall be entitled to object to and refuse deliveries that REBO is entitled to treat as defective due to defective, damaged packaging, including, but limitation, packaging not in compliance with relevant regulations including environmental and recyclable aspects.

5.4 Premium Freight. 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 REBO, including costs charged by its customer(s) to REBO, as a result of Supplier's failure to comply with shipping or delivery requirements. REBO may setoff such costs from Supplier's invoices.

5.5 Ready for Acceptance. Goods to be delivered will be deemed to be ready for acceptance only if they are delivered accompanied by the statutory, appropriate or usual inspection documentation.

5.6 Right to Assert Claims After Acceptance. Where REBO accepts Goods even though REBO is aware of minor defects, REBO reserves the right to assert all legal and equitable warranty claims. Where Goods include proper functioning, a protocol signed by REBO is required to confirm the proper functioning as acceptance, notwithstanding the right of REBO to claim defects arising afterwards.

5.7. Right to Cancel or Purchase Third-Party Goods. The parties agree that in the event Supplier fails to deliver any Order/release for Goods on the delivery date, REBO, in addition to other rights and remedies it may have under Section 20, shall be entitled, at its option, to (1) cancel the order/release for the Goods that were not timely delivered, without any obligation or liability, and (2) to purchase such Goods from a third party.

5.8 Right to Assess Liquidated Damages. REBO may assess liquidated damages, amounting to 1% of the value of the Goods to be delivered, for each week the delivery is delayed. Supplier will be entitled to submit evidence indicating that the damage caused by late delivery is substantially below the liquidated damages amount or that no damage occurred. Acceptance of delayed Goods does not imply a waiver of REBO's right to claim liquidated damages due to such delay. This section does not affect REBO's additional remedies under Section 20 or any other

legal or equitable rights. In particular, REBO reserves the right to claim damages exceeding the amount of the liquidated damages.

5.9 Document Retention. Supplier is obliged to keep the documentation relating to Goods for at least 15 years after the receipt of delivery of the Goods at REBO's premises. Supplier will submit such documentation in any case upon REBO's first and any subsequent written request.

## **6. INVOICING; CONDITIONS OF PAYMENT**

6.1 Invoicing. Supplier will issue invoices with a separate statement of REBO's order number and of the order date without delay after the shipping of the Goods, which and will be sent in the manner designated by REBO. All invoices for the Goods must reference the amendment or release number, REBO's part number, Supplier's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, currency and other information required by REBO. No invoice may reference any term separate from or different than these REBO T&Cs or the terms that appear on the face of the Order. Any different terms referenced in an invoice are hereby rejected and are not made part of the Order. REBO reserves the right to return all invoices or related documents submitted incorrectly. In the event that delays occur due to improper delivery of invoices, REBO's rights, in particular the right to apply discounts, remain in effect.

6.2 Conditions of Payment. REBO will pay proper invoices complying with all terms of the Order, subject to adjustments, set-offs, discrepancies and other unresolved issues. Unless agreed otherwise and subject to the condition that the Goods are duly delivered in accordance with the order, REBO pays within 90 days after delivery and receipt of the invoice. Invoices for tooling must be issued only as approved, as provided in the Order. REBO may withhold payment pending receipt of evidence, in the form and detail requested by REBO, of the absence of any liens, encumbrances, or claims on Goods provided under the Order. Payment will be made in the currency expressly stated in the Order; if no such currency is noted, payment will be made in U.S. Dollars. Payment will be made by mailing on or before the due date unless otherwise expressly agreed by Buyer.

6.3 Battle of the Forms Not Applicable. The parties have agreed and it is their intent that the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to these REBO T&Cs or to any invoice or acceptance form of Supplier relating to these REBO T&Cs. It is the parties' intent that these REBO T&Cs shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Supplier to REBO and these RCO T&Cs, these REBO T&Cs shall control.

6.4 Status Quo During Dispute. In the event of any type of dispute over prices of Goods, late or unpaid invoices, or the sufficiency of payments by REBO, Supplier agrees, represents and

warrants that it will hold all prices firm, without increase and without interruption in supplies, until such dispute is fully adjudicated and a final order or judgment has been issued. Supplier agrees that a court of competent jurisdiction shall issue an Emergency order for specific performance of this warranty, and Supplier waives any claim or argument that REBO lacks an irreparable injury.

6.5 Objections Suspend Maturity Date. In the event that REBO has justified objections to the Goods delivered or works performed by Supplier, payment maturity dates will be suspended.

6.6 Set-off and Retention. REBO is entitled to all legal and equitable rights of set-off and retention.

6.7 No Assignment of Claims. The assignment of claims against REBO is subject to REBO's consent. Supplier will not be entitled to set-off payments against counterclaims, unless such counterclaims are undisputed or subject to a legally binding court decision.

## **7. CHANGES**

7.1 REBO Directed Changes. REBO reserves the right at any time, by written notice to Supplier, to make changes, or to require Supplier to make changes, to drawings, specifications, sub-suppliers, samples or descriptions of Goods. REBO 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. REBO may also direct the supply of raw materials from itself or from third parties. Supplier will promptly make any such requested change. In order for Supplier to request a reasonable difference in price or time for performance as a result of such a change, Supplier must notify REBO of its request in writing within ten days after receiving notice of the change. REBO can request additional documentation from Supplier relating to any change in specifications, price or time for performance. After receiving all requested documentation, REBO may, in its sole discretion, equitably adjust the price or time for performance. If Supplier does not provide timely notice to REBO that a requested change may result in a difference in price or time for performance, REBO's requested change will not affect the price or time for performance.

7.2 Other Changes Prohibited. Supplier will not make any change relating to Goods – including without limitation, in the Goods' contents, design, specifications, processing, packing, marking, shipping, price or date or place of delivery – except at REBO's written instruction or with REBO's written approval. Such prohibited changes include, without limitation, changing (i) any third party supplier to Supplier of the services, raw materials or goods used by Supplier in connection with its performance under the Order, (ii) any facility from which Supplier and/or any such third party supplier operates and that relates in any way to the Goods, or to services, raw materials or goods used by Supplier in connection with performance under the Order, (iii) the price of any Goods covered by the Order, (iv) the nature, type or quality of any services, raw

materials or goods used by Seller or its suppliers in connection with the Order, (v) the fit, form, function, appearance or performance of any Goods covered by the Order, or (vi) the production method, or any process or software, or any production equipment used in the production or provision of, or as part of, any Goods under the Order. Any changes by Supplier to any Order or to the Goods covered by the Order without the prior written approval of an authorized representative of REBO shall constitute a breach of the Order.

## **8. AUDIT, QUALITY MANAGEMENT**

8.1 Initial Audit. Prior to the start of business with REBO, Supplier may be required to participate in a qualification audit ("Audit"). The Audit shall include an on-site review of Supplier's facilities by members of REBO's global purchasing team. If there is a determination that an unsatisfactory condition exists with respect to any matter covered by the Audit, REBO will provide written notice of the condition and, within fourteen (14) days after receipt of such notice, Supplier shall provide REBO with a written response proposing any corrective action.

8.2 Quality System and Restricted Substances Manuals. Supplier has reviewed and shall comply with REBO's quality system requirements, as defined in the "Supplier Requirements Manual" (the "Manual"), and the "Restricted Substances Manual" (the "Standard"), and any additional requirements upon which both parties mutually agree in writing. Supplier acknowledges and understands that the Manual and the Standard may be periodically updated, revised and amended, and that it is Supplier's obligation to be in compliance with the Manual and the Standard at all times.

8.3 Quality Assurance Certification. 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 the request of REBO may be. Supplier may not rely on a positive outcome of an audit as a means of limiting its liability. Supplier acknowledges that REBO is ISO/TS 16949 certified and agrees to take actions reasonably requested by REBO to assist REBO in maintaining its certification. Supplier (whether ISO/TS 16949 certified or not) shall provide REBO 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 REBO about other potential end-customers of REBO for which Supplier's Goods may be destined that put Supplier on business hold. REBO 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 REBO Supplier quality and development programs and implement recommended outcomes.



## 9. WARRANTIES

9.1 Goods. Supplier expressly warrants and guarantees to REBO, to REBO's successors, assigns and customers, and to users of REBO's products, that all Goods delivered or provided to REBO will: (i) be world-class, competitive Goods in terms of price, quality, delivery and technology, and conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by REBO; (ii) conform to all applicable laws, orders, regulations and standards in countries where Goods or vehicles or other products incorporating Goods are to be sold, including without limitation the National Traffic and Motor Vehicle Safety Act, United States motor vehicle safety standards and European Union Directive 2000/53/EC; (iii) be merchantable and free of defects in design (to the extent designed by Supplier or any of its subcontractors, agents or suppliers (other than REBO-directed suppliers), even if the design has been approved by REBO), materials and workmanship; (iv) be selected, designed (to the extent designed by Supplier or any of its subcontractors, agents or suppliers (other than REBO-directed suppliers), even if the design has been approved by REBO), manufactured and assembled by Supplier based upon REBO's stated use and be fit and sufficient for the purposes intended by REBO, and (v) be free of all liens, claims and encumbrances whatsoever. Supplier further expressly warrants that, unless otherwise expressly stated in the Order, the Goods are manufactured entirely with new materials, none of the Goods is, in whole or in part, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair its fitness, usefulness or safety, and the Goods are free from latent defects or conditions that would give rise to a defect regardless of whether the defect or condition was known or discoverable during the warranty period. These warranties are intended to provide REBO with protection from any and all warranty claims brought against REBO by Customers, including Customer-required warranties relating to the Goods or any products into which such Goods are incorporated. All such Customer-required warranties are incorporated herein by reference. The foregoing warranties are in addition to those available to REBO by law.

9.2 Warranty Period. The warranty period is the longest of: four years from the date REBO accepts the Goods; the warranty period provided by applicable law; or the warranty period offered by REBO Customer(s) to end-users for Goods installed on or as part of vehicles, and provided further that if REBO or any Customer voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods, or any parts, components or systems incorporating the Goods, are installed to provide remedial action or to address a defect or condition that relates to motor vehicle safety or the failure of a vehicle to comply with any applicable law, safety standard or corrective service action ("Remedial Action"), the warranty shall continue for such period of time as may be dictated by customer(s) or the federal, state, local or foreign government where the Goods are used or provided.

9.3 Services. 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 REBO and otherwise consistent with industry standards.

9.4 Notification of Potential Harm. Supplier will immediately notify REBO in writing when it becomes aware of any ingredient, component, design or defect in Goods that is or may become harmful to persons or property.

9.5 Approval is not Waiver. REBO's approval of any design, drawing, material, process or specifications will not relieve Supplier of these warranties.

9.6 Notice of Breach. The following communications shall each constitute notice of a breach of warranty under the Order: (i) any communication specifying a defect, default, claim of defect or other problem or quality issue of the Goods provided under the Order; (ii) any communication to Supplier claiming that the Goods are in breach of any warranty or that Supplier is in default under the Order; and (iii) a termination notice from REBO under Section 19.1. Any such claim by REBO of breach may only be rescinded in writing by an authorized representative of REBO.

9.7 Damage Mitigation. To mitigate its damages, REBO may fully defend any claim from any Customer that any Goods supplied by Supplier are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements because such Customer may attempt to hold REBO responsible for problems caused in whole or in part by Supplier. Supplier and REBO agree that this defense is in the interest of both Supplier and REBO. Supplier waives the right to argue that the fact that REBO took any such position in any way limits REBO's right to assert a claim against Supplier by REBO for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

## **10. INDEMNIFICATION AND RIGHT TO DEFEND**

10.1 Indemnification. To the fullest extent permitted by law, (i) Supplier hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of Goods by Supplier, its subcontractors, officers, agents or employees; (ii) REBO shall not be responsible for any injury to person (including death) or damage to property resulting from Supplier's possession, use, misuse or failure of any REBO's Property or other property furnished to Supplier by REBO, and the use of any such property by Supplier shall constitute acceptance by Supplier of all responsibility for any claims for such injury or damage, and (iii) Supplier will defend, indemnify and hold harmless REBO and its customers against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from any defective Goods, or from any negligent or wrongful act or omission of Supplier or Supplier's agents, employees or subcontractors, or any breach or

failure by Supplier to comply with any of Supplier's representations or other terms and conditions of an Order (including any part of these REBO T&Cs) – including without limitation the cost of recall campaigns, Customer field service actions or other corrective service actions that, in REBO's or its customer's reasonable judgment, are required because of nonconformities in some or all of the Goods provided by Supplier hereunder. Supplier's obligation to defend and indemnify under this Section 10 will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise except for claims that arise as a result of the sole negligence of REBO. REBO has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Supplier's expense. The indemnification obligations of Supplier set forth in this Agreement, including this Section 10, are independent of and in addition to any insurance and warranty obligations of Supplier.

10.2 Right to Defend. In the event of any claim referred to in Section 10.1 being asserted, REBO 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. Supplier shall provide all requested assistance to REBO in the defense of such claims.

## **11. INSURANCE**

Supplier and its subcontractors will, obtain and maintain, with insurance companies reasonably acceptable to REBO, the insurance coverage listed below or in additional amounts and coverages as may be reasonably requested by REBO, in each case naming REBO and as loss payee and "additional insured". Such coverages shall include, without limitation, providing full fire and extended coverage insurance for the replacement value of (i) all Supplier's Property, and (ii) any bailed REBO's Property, both for their full replacement value. Supplier and its subcontractors will furnish to REBO certificates showing compliance with this requirement or certified copies of all insurance policies within 10 days of REBO's written request. Certificates must show the amount of coverage, policy number, date of expiration, and provide that REBO 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. Suppliers will ensure that its Subcontractors comply with the requirements of this Section 11.

Minimum coverage is as follows: 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 REBO), and Comprehensive Automobile insurance.

## **12. ENVIRONMENTAL COMPATIBILITY**

Supplier warrants that the Goods comply upon delivery with the state of the art as regards their environmental compatibility. Supplier shall comply with all applicable regulations regarding the supplied Goods including all materials used and shall provide all information necessary by such regulation and/or requested by REBO. Supplier shall be responsible, where physically possible, to take its Goods back for the purpose of recycling them within the scope of the statutory duties or to dispose of them in an environmentally-friendly manner. Supplier shall indemnify REBO from all liabilities, cost, damages, fees, fines, and expenses to which REBO might be exposed due to a violation of the above mentioned obligations. In case of administrative procedures against REBO by relevant authorities due to the Goods of Supplier, including materials/substances used therein, Supplier shall support REBO to defend each case and shall provide all reasonable information needed and/or requested by any authority and/or REBO for such defense.

## **13. S E**

13.1 Supplier shall abide by relevant national and local environmental management laws, regulations and standards, and shall comply with all reasonable requirements proposed by REBO regarding its commitment to environmental protection throughout the entire process of production and providing the contracted goods and services to REBO.

13.2 Supplier shall strive to minimize the adverse environmental impacts brought to REBO by contracted goods provided to REBO, and at the same time reduce the adverse environmental impacts brought to supplier itself. The use of any toxic or harmful substances is prohibited, and noise emissions should be strictly controlled within the scope of relevant national laws and regulations.

13.3 If supplier belongs to an enterprise with special requirements in terms of safety and environmental management as stipulated by national laws and regulations (such as engaging in production, transportation, disposal of waste hazardous chemicals, and using hazardous chemicals as raw materials for production, etc.), supplier shall abide by the relevant provisions of such special requirements and regulations. and provide REBO with the production license of the dangerous chemicals and their packaging materials, containers, etc. (including the corresponding chemical safety data sheet and chemical safety label), special production license, inspection certificate, qualification certificate of the dangerous chemical transportation enterprise and other relevant documents or their copies. Supplier shall ensure the authenticity and validity of the above-mentioned certificates and documents.

13.4 When there are clear requirements for environmental management, material usage, procurement and recycling, emission control, etc. in the countries regions where the contracted

goods or the complete vehicles of REBO's customers are sold (such as the ELV Directive, ROHS Directive, the Restriction of the Use and Production of Specific Hazardous Substances Directive, the Classification, Packaging and Labeling of hazardous chemical Directive, etc.) Suppliers ensure that the contracted goods, their raw materials, production processes, product packaging and transportation packaging, etc. can meet such requirements.

13.5 REBO encourages suppliers to implement the environmental management system. Suppliers shall proactively provide REBO with its plan for implementing the environmental management system and the plan and progress of environmental system certification, etc. REBO will give priority to suppliers who have passed the environmental management system certification when developing new projects and formulating the current contract goods matching share.

13.6 In its business activities, Suppliers shall abide by and comply with the laws, regulations and other requirements on environmental protection, and adhere to REBO environmental policy (to Revere nature and care for life: The aim and direction are "green circulation and dynamic development").

13.7 The products, processes and services provided by suppliers shall comply with the current applicable laws and regulations of the receiving country, the shipping country and the destination country determined by the customer, as well as meet the customs security requirements.

13.8 Throughout the entire process of production and providing contracted goods and services to REBO (including third-party services entrusted by suppliers such as transportation, logistics, warehousing, on-site services, processing, etc.), suppliers shall abide by the reasonable requirements proposed by REBO regarding its commitment to safe and civilized production.

13.9 The main safety and environmental performance of suppliers shall comply with the provisions of national and local laws and regulations, and ensure that no major environmental or safety accidents have occurred.

13.10 The products supplied shall comply with the national restrictions on controlled substances, toxic substances and dangerous goods, as well as the current national regulations on manufacturing and sales (such as environmental and safety regulations). If it is a hazardous chemical as stipulated by the state, supplier shall submit the "Material Safety Data" (MSDS) of the substance.

## **14. ELECTRONIC COMMUNICATION**

Supplier will comply with the method of electronic communication specified by REBO in REBO's request for quotation and confirmed in the Order, including requirements for electronic funds transfer, Purchase Order transmission, electronic signature, and communication. Supplier will also make commercially reasonable efforts to comply with any modification to REBO's specified method of electronic communication after the date of the Order.

## **15. COMPLIANCE WITH LAW**

15.1 General Compliance. Supplier and its subcontractors shall 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, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. 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"), and Supplier shall not act in a way that would cause REBO 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 REBO 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 REBO T&Cs. At REBO's request, Supplier shall certify in writing its and its subcontractors compliance with the foregoing. Supplier shall indemnify and hold REBO harmless from and against any liability claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to Supplier or Supplier's subcontractor's non-compliance.

15.2 Material Safety Data Sheets. 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 REBO 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 REBO that there has been and will be full compliance with all applicable environment, health and safety governmental requirements. 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.

15.3 Discrimination. Supplier and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

15.4 Personal Data Disclosure. Supplier shall not disclose or process Personal Data protected under applicable Law.

## **1 . ETHICS POLICY**

REBO'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 REBO'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 REBO agent or employee. REBO reserves the right, and by acceptance of an order, Supplier hereby agrees to permit REBO, to audit any of Supplier's records that are deemed necessary by REBO to ensure compliance with this ethics policy. Supplier further agrees to abide by REBO's code of conduct and basic working conditions for Suppliers policy.

## **1 . SECURITY PROCEDURES**

**17.1 Confirmation of AEO Certification.** Supplier shall confirm that it has, is in the process of obtaining, or plans to apply for the status of an authorized economic operator (ZWB/AEO) with the certificate AEO C, AEO S or AEO F. Suppliers who do not meet the above requirements at present undertake to meet the following requirements in the meaning of the AEO: (i) goods taken over from authorized economic operators shall only be manufactured, processed, stored or loaded at secure operation respectively storage and transit sites and are during production, storage and transport protected against unauthorized access, (ii) only reliable personnel (e.g., in accordance with list of names as per EC regulations 2580 / 2001 and 881 / 2002) shall be engaged in the production, storage, taking in and processing of such goods and (iii) contract partners working on order of Supplier shall be instructed to take measures to ensure the above described security of the delivery chain.

**17.2 C-TPAT Certification.** In addition to Section 17.1, if Supplier is eligible for C-TPAT certification REBO must have documentation (e.g., C-TPAT certificate, SVI number) verifying certification. For those Suppliers not eligible for C-TPAT certification, REBO requires Supplier to demonstrate it is meeting C-TPAT security criteria via a written/electronic confirmation (e.g., contractual obligation; via a letter, from the senior officer of Supplier's company, attesting to compliance; a written statement from Supplier demonstrating its compliance with C-TPAT security criteria or an equivalent WCO accredited security program administered by a foreign customs authority; or, by providing a completed REBO security questionnaire). Based upon documented risk assessment process, non-C-TPAT eligible Suppliers must be subject to certification of compliance with C-TPAT security criteria by REBO. In order to enhance the integrity of the shipment at point of origin, periodic review of Supplier's processes and procedures will be conducted based on risk and Supplier will maintain the security standards required by REBO.

**17.3 Enterprise Cybersecurity.** Supplier must: (i) maintain reasonable, risk-based cybersecurity programs, supported by appropriate technical and operational measures including policies and procedures, to protect the confidentiality, integrity, and availability of Confidential Information and REBO Data, prevent disruption of the production or delivery of Goods, and respond in a timely and effective manner to any cybersecurity incident that may compromise any Confidential Information and REBO Data or disrupt production or delivery of Goods; (ii) promptly, but no less than 48 hours subsequent to Supplier's first knowledge of the incident, notify REBO of any attempted or actual unauthorized possession, access, use, or knowledge of REBO's



Confidential Information and REBO Data by any person or entity that may become known or suspected by Supplier; (iii) promptly furnish all known details of the attempted or actual unauthorized possession, access, use, or knowledge; (iv) take commercially reasonable measures to investigate, remediate or prevent the recurrence of any incursion or attempted or actual unauthorized possession, access, use, or knowledge of Confidential Information and REBO Data; and (v) upon request, at Supplier's expense, demonstrate compliance through a third-party audit or other reasonable measure agreed upon by REBO.

17.4. Product Cybersecurity. Supplier must maintain a reasonable, risk-based program, supported by appropriate technical and operational measures including policies and procedures, to ensure the cybersecurity of any Goods that include software, hardware, or other electrical components. Supplier's product cybersecurity program must provide for security by design, vulnerability management, governance, and any other elements identified by REBO in a manner consistent with industry best practices, including but not limited to ISO/SAE 21434.

17.5. Supply Chain Cybersecurity. Supplier will ensure its subcontractors are contractually bound to comply with the provisions of Sections 17.3 and 17.4 or their equivalents.

## **1 . FORCE MAJEURE**

Any delay or failure of either party to perform its obligations will be excused if and to the extent that the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; fires; floods, earthquakes, explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order. Supplier's inability to perform as a result, or delays caused by, Supplier's insolvency or lack of financial resources is deemed to be within Supplier's control. The change in cost or availability of materials or components based on market conditions, Supplier actions, or contract disputes or any labor strike or other labor disruption applicable to Supplier or any of its subcontractors or Suppliers, will not excuse Supplier's performance (under theories of force majeure, commercial impracticability or otherwise), and Supplier assumes these risks. 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 REBO 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, REBO may at its option: (a) purchase Goods from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier; (b) require Supplier to deliver to REBO at REBO'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 REBO and at the price set forth in the Order. In addition, Supplier at its expense will take all necessary actions to ensure the supply of Goods to REBO for a period of at least 30 days during any anticipated

labor disruption or resulting from the expiration of Supplier's labor contracts. If upon request of REBO, Supplier fails to provide within ten (10) days (or such shorter period as REBO requires) adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, REBO may terminate the Order without liability and Supplier shall reimburse REBO for costs associated with the termination.

## **1 . FINANCIAL REVIEW; INSOLVENCY**

19.1 Right to Financial Review. REBO or a third party designated by REBO may at any time review the financial condition of Supplier, and Supplier will fully cooperate in such review and will promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, business plans, banking contacts and loan documents, and will make its financial managers available for discussions during reasonable business hours. REBO and any designated third party will keep confidential any nonpublic information about Supplier obtained in a financial review and use such information only for purposes of the review, except as needed to enforce the Order.

19.2 Right to Terminate for Insolvency. The Order may be terminated immediately by REBO without liability to Supplier if any of the following or comparable events occur, and Supplier will reimburse Buyer for all costs incurred by REBO in connection with any of the following, including without limitation attorneys' and other professional fees: (i) Supplier becomes insolvent; (ii) Supplier files a voluntary petition in bankruptcy; (iii) an involuntary petition in bankruptcy is filed against Supplier; (iv) a receiver or trustee is appointed for Supplier; (v) Supplier needs accommodations from REBO, financial or otherwise, in order to meet its obligations under the Order; (vi) Supplier executes an assignment for the benefit of creditors; or (vii) Supplier is unable promptly to provide REBO with adequate reasonable assurance of Supplier's financial capability to perform any of Supplier's obligations under the Order on a timely basis. In the event that this Order is not terminated in accordance with the immediately preceding sentence, upon the occurrence of an event described in the immediately preceding sentence, REBO may make equitable adjustments in the price, payment terms, and/or delivery requirements under this Order as REBO deems appropriate to address the change in Supplier's circumstances, including Supplier's continuing ability to perform its obligations regarding warranty, nonconforming Goods or other requirements under this Order.

19.3 Right to Observe Operations. Supplier agrees that if Supplier experiences any delivery or operational problems, REBO may, but is not required to, designate one or more representatives to be present in Supplier's applicable facility to observe Supplier's operations. Supplier agrees that if REBO provides to Seller any accommodations (financial or other) that are necessary for Supplier to fulfill its obligations under this Order, Supplier will reimburse REBO for all costs, including attorneys' and other professionals' fees, incurred by Buyer in connection with such accommodation and will grant access to

equipment, and other property necessary for the production of the Goods covered by this Order. Notwithstanding anything contained in this Section 19 to the contrary, financial information provided by Supplier to REBO hereunder pursuant to a Direct Supply Relationship may be provided to the customer if Supplier fails to provide REBO with adequate reasonable assurance of Supplier's financial capability to perform any of Supplier's obligations under the Order on a timely basis.

## **2 . TERMINATION**

20.1 Termination for Breach or Nonperformance. REBO reserves the right to terminate an Order, in whole or in part, for cause and without prior notice, and without liability of any kind to Supplier (a) if Goods (i) are defective, (ii) are not shipped as specified in REBO's order or in any change notice, or (iii) are not in accordance with specifications or samples or otherwise nonconforming; (b) if Supplier (i) fails to comply with any term or condition herein, (iii) repudiates, breaches or threatens to breach any of the terms of the Order; (ii) fails to perform any of its promises or warranties in connection with the Goods ordered, (iv) fails to issue a new offer in accordance with Section 4.5, (v) commits any material breach of the Order (vi) becomes insolvent or any event provided in Section 19.2 occurs, (c) if, in the sole discretion of REBO, Supplier's condition is such as to endanger or impair Supplier's ability to perform.

20.2 Termination for Convenience. In addition to any other rights of REBO to cancel or terminate the Order, REBO may, at its option and in its sole discretion, terminate all or any part of the Order at any time and for any reason, and notwithstanding the existence of any event of force majeure under Section 19, by giving at least 14 days written notice to Supplier. Upon receipt of notice of termination, and unless otherwise directed by REBO, Supplier will: (a) promptly terminate all work under the Order on the effective date of termination; (b) transfer title and deliver to REBO the finished Goods, the work in process, and the parts and materials that Supplier reasonably produced or acquired according to quantities ordered by REBO and that Supplier cannot use in producing goods for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Supplier's possession in which REBO has an interest until disposal instruction from REBO has been received; and (e) upon REBO's request, cooperate with REBO in transferring the production of Goods to a different supplier, including as described in Section 19.3.

Upon termination by REBO under this Section 20.2, REBO will be obligated to pay only the following: (i) the Order price for all finished Goods in the quantities ordered by REBO that conform to the Order for which Supplier has not been paid; (ii) Supplier's reasonable actual cost of merchantable and useable work-in-process and the parts and materials transferred to REBO; (iii) Supplier's reasonable actual costs of settling claims regarding its obligations to its subcontractors required under the Order, to the extent directly caused by the termination, but limited to the

amount of the firm quantities of Goods and raw materials/components specified in Material Releases issued by REBO and then currently outstanding; (iv) Supplier's reasonable actual cost of carrying out its obligation under subsection (d); and (v) if applicable, amounts due in connection with Transition Support under Section 20.3. Supplier will furnish to REBO, within 60 days after the date of termination (or such shorter period as may be required by REBO's customer), its termination claim, which will consist exclusively of the items of REBO's obligation to Supplier that are expressly permitted by this Section 20.2.

Notwithstanding any other provision, REBO will have no obligation for and will not be required to pay Supplier, directly or on account of claims by Supplier's subcontractors, 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 Material Releases, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by REBO. REBO's obligation upon termination under this Section 20.2 will not exceed the obligation REBO would have had to Supplier in the absence of termination. REBO may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim. REBO will have no obligation for payment to Supplier under this Section 20.2 if REBO terminates the Order or portion thereof because of a default or breach by Supplier, and any termination shall be without prejudice to any claims which REBO may have against Supplier. In the event of a termination of the Order by REBO as a result of REBO ceasing to be a Supplier to the Customer for the vehicle program in respect of which REBO issued the Order, REBO shall only be obligated to compensate Supplier for any costs under this Section 20.2 if, when and to the extent that the Customer reimburses REBO for such costs.

20.3 Transition of Supply. (a) In connection with the expiration or termination of the Order by either party, in whole or in part, or REBO's other decision to change to an alternate source of Goods (including but not limited to a REBO-owned or -operated facility) ("alternative Supplier"), Supplier will cooperate in the transition of supply, including the following: (i) Supplier will continue production and delivery of all Goods as ordered by REBO, at the prices and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by REBO to complete the transition to the alternate suppliers(s) including, at REBO's request, providing a sufficient bank of Goods covered by the Order, such that Supplier's action or inaction causes no interruption in REBO's ability to obtain Goods as needed; (ii) at no cost to REBO, Supplier (A) will promptly provide all requested information and documentation regarding and access to Supplier's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Goods and components, (B) will provide all notices necessary or desirable for REBO to resource the Order to an alternative supplier, (C) when requested by REBO, will return to REBO all REBO's Property in as good condition as when received by Supplier (reasonable wear and tear excepted); and (D) will comply with Supplier's

obligations relating to Supplier's Property in Section 23, and in relation to subcontracts; and (iii) subject to Supplier's reasonable capacity constraints, Supplier will provide special overtime production, storage and/or management of extra inventory of Goods, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by REBO in writing. (b) If the transition occurs for reasons other than Supplier's termination or breach, REBO will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Supplier has advised REBO prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, REBO will pay the agreed portion to Supplier and pay the disputed portion into third-party escrow for disbursement by arbitration or agreement of the parties.

**20.4 Contract Termination.** In the event of any of the following items, REBO can unilaterally terminate the contract without liability. (i) Supplier is unable to conduct the existing business. (ii) Supplier violates the national laws and regulations on environmental protection in the local area. (iii) If the assets or shares of supplier are subject to administrative or judicial seizure, detention or compulsory execution. (iv) Supplier is dissolved or loses its ability to perform the contract, or is restructured or bankrupt by the applying company. (v) Supplier fails to notify REBO in formal within 2 hours when there is a change in control power. (vi) If supplier violates the obligations stipulated in this contract and the counter party requests it to correct within a prescribed time limit, but it refuses to correct within such time limit or the rectification effect fails to meet the needs of the counter party. (vii) If the products of supplier have major quality problems or major production safety accidents occur. (viii) All raw materials, components, etc. provided by supplier fail to meet the quality, quantity and environmental protection requirements, and still cannot meet the demands after rectification. (ix) If supplier intentionally or negligently discloses the technical data of REBO that it has mastered during the performance of this contract, supplier has the right to unilaterally and without liability terminate the contract. (x) Other circumstances that may cause any significant loss of REBO interests.

## **2 . REMEDIES AND ATTORNEYS' FEES**

**21.1 Remedies.** The rights and remedies reserved to REBO in each Order will be cumulative with and in addition to all other or legal or equitable remedies. Supplier will reimburse REBO for any incidental, consequential or other damages (including lost profits) caused or required by Supplier's breach or by nonconforming Goods, including without limitation costs, expenses and losses incurred directly or indirectly by REBO or Customer(s): (i) in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Goods; (ii) resulting from production interruptions; (iii) conducting recall campaigns, customer field service actions or other corrective service actions; or (iv) resulting from personal injury (including death) or property damage caused by the nonconforming Goods.

REBO's damages include reasonable attorneys' fees and other professional fees as provided in Section 21. , settlements and judgments incurred by REBO and other costs associated with REBO's administrative time, labor and materials. If requested by REBO, Supplier will enter into a separate agreement for the administration or processing of warranty charge back s for nonconforming Goods, and will participate in and comply with warranty reduction or related programs of REBO or (to the extent directed by REBO) Customer(s) that relate to the Goods.

21.2 Injunctive Relief. In any action brought by REBO to enforce Supplier's obligations in connection with the production or delivery of Goods or transition support, or for possession of property, Supplier acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that REBO may have, REBO shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach.

21. Costs, Expenses, and Attorneys' Fees. If REBO prevails in any action, proceeding, or appeal to enforce these REBO T C's, or any provision hereof, REBO shall be entitled to receive from Supplier all related costs, expenses, reasonable attorney's fees and other professionals' fees. REBO's right to recover under this Section 21.2 is in addition to other rights and remedies provided herein, including, but without limitation, those provided in Sections 5.7, 5.8, 21.1, and 21.2 herein.

## **22. CHOICE OF LAW, PLACE OF JURISDICTION; WAIVER OF JURY TRIAL; RELATIONSHIP**

22.1 Governing Law; Arbitration; Jurisdiction. The Order is to be construed according to and will be governed by the laws of the State of Michigan and the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded. The arbitration provisions of this Section 22 will be governed by the United States Federal Arbitration Act. At REBO's option, exercised by written notice any time before or within 30 days following the service of process in a legal action, any dispute regarding the Goods, the Order, the validity of the Order or any of these REBO T&Cs, or any other matter between the parties (other than requests for equitable or injunctive relief or specific performance) will be resolved by binding arbitration, conducted in the English language using a single arbitrator as follows: (a) the arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Federal Rules of Civil Procedure, in a location agreed by the parties; (b) 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, Michigan, USA; and (c) the arbitrator will be selected from an AAA list using the AAA-recommended selection method but are not required to use AAA to administer the arbitration. The arbitrator will issue written findings of fact and conclusions of law.

Each party will bear equally the costs and expenses of the arbitrator and any arbitration administration agency in the event they agree to use one, and each party will bear its own costs and expenses – provided, however, (1) that the failure by one party to pay its share of arbitration fees constitutes a waiver of such party's claim or defense in the arbitration, and (2) that the arbitrator may award attorneys' fees and costs to the substantially prevailing party. In no event will any party be awarded punitive or exemplary damages or any other damages not measured by the prevailing party's actual damages. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. The award of the arbitrator will be enforceable in any court of competent jurisdiction. In all cases for any request for equitable or injunctive relief, the parties agree and consent to the exclusive jurisdiction of the Circuit Court for Washtenaw County, Michigan or the U.S. District Court for the Eastern District of Michigan, as applicable, provided that REBO may elect to bring an action against Supplier in any court having jurisdiction over Supplier.

22.2 Waiver of Jury Trial. REBO AND SUPPLIER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF REBO AND SUPPLIER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR OTHER DOCUMENT PERTAINING TO ANY ORDER.

22.3. Relationship of the Parties. REBO and Supplier are independent contractors, and nothing in the Order makes either Party the agent or legal representative of the other Party for any purpose. Neither Party has authority to assume or to create any obligation on behalf of the other Party.

22.4. Claims by Supplier. Any legal action or arbitration proceeding by Supplier under any Order must be commenced no later than one (1) year after the breach or other event giving rise to Supplier's claim occurs, or Supplier becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first.

## **23. REBO'S PROPERTY, INFRINGEMENT**

23.1 Intellectual Property. REBO remains the owner of any drawings, models, patterns, tools, dies, jigs, specifications of delivery or other documents (collectively "Intellectual Property") that REBO provides to Supplier.

Without REBO's explicit consent, such Intellectual Property may not be used for Supplier's own purposes or for any other purpose or made available to third parties and may serve only for the purpose of the delivery of Goods to REBO. REBO may request at any time that such Intellectual Property be returned.

**23.2 Tooling Property.** If the price to be paid for the Goods includes special dies, jigs, tools and patterns (collectively Tooling ), then such Tooling shall be or become the property of REBO after payment. Supplier agrees to maintain and repair Tooling without expense to REBO except for the actual costs incurred as a result of REBO'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 REBO.

**23. Right to Possession.** REBO 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 REBO 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, REBO 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 REBO in determining the fair market value price. 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. Without any written and explicit agreement being concluded for such purpose, REBO does not transfer any rights

**23.4 Indemnification as to Property.** REBO does not guarantee the accuracy of, or the availability or suitability of, Intellectual or Tooling property supplied by REBO. Supplier agrees carefully to check and approve, for example, all tooling, dies or materials supplied by REBO prior to using it. Supplier shall assume all risk of death or injury to person or damage to property arising from the use of REBO's Property. TO THE EXTENT PERMITTED BY LAW, REBO SHALL HAVE NO LIABILITY TO SUPPLIER OR ANYONE CLAIMING BY OR THROUGH SUPPLIER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO REBO'S PROPERTY SUPPLIED BY REBO. REBO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH REBO PROPERTY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SUPPLIER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.



23.5 Infringement. Supplier warrants that all delivered Goods are free from third parties' rights and that Supplier has the relevant Goods at its free and unrestricted disposal. If any claims are asserted against REBO by third parties, Supplier is, upon REBO's first written request, obliged to indemnify and hold REBO and its customers harmless with respect to any such claims. Supplier's obligation to indemnify and hold REBO and its customers harmless covers all expenses that REBO incurs due to or in connection with any claims asserted against REBO by a third party. Supplier shall provide REBO, without delay and at no cost, with all information and documentation that REBO considers necessary for the defense of such claims. If claims are asserted against REBO, the maturity dates of any claims against Supplier will be suspended until the relevant matter is finally and absolutely settled.

## **24. SUPPLIER'S PROPERTY**

Supplier will, at its expense, furnish, maintain in good condition capable of producing Goods meeting all applicable specifications, and replace when necessary, all materials, machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, blueprints, designs, specifications, drawings, photographic negatives and positives, art work, copy layout and other items that are not REBO's Property and that are necessary for the production of Goods under any Order (Supplier's Property). Supplier grants to Buyer an irrevocable option to take possession of and title to Supplier's Property that is special for production of Goods under an Order, upon payment to Supplier of its net book value less any amounts that REBO has previously paid to Supplier for the cost of such items, or (if applicable) any such other amount as may be required by applicable law. This option does not apply if Supplier's Property is used to produce goods that are the standard stock of Supplier or if a substantial quantity of like goods are being sold by Supplier to others.

## **25. CONFIDENTIALITY**

25.1 REBO's Confidential Information. "REBO's Confidential Information" means trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by REBO in connection with the Order regardless of whether such information is marked or identified as confidential. This includes, but is not limited to, REBO's know-how, manufacturing methods and procedures. Supplier acknowledges that REBO's Confidential Information is nonpublic, proprietary, and will remain the sole property of REBO. Supplier may not disclose or use REBO's Confidential Information for any purpose other than as contemplated under the Order without written consent. Confidential Information will not include information that (i) is or becomes generally available to the public other than as a result of a violation of this Section 25.1 by Supplier, (ii) was obtained by Supplier on a non-confidential basis from a third party who had the apparent right to disclose it, or (iii) is legally required to be disclosed. Supplier will use the same degree of care to safeguard REBO's Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure (but not less than a reasonable degree of care). Upon request by the REBO, Supplier will promptly return or destroy the original and all copies of REBO's Confidential Information received, except that Supplier may maintain one copy for legal purposes and need not delete or return copies stored through routine backup or archival processes and not accessible in the ordinary course.

25.2 No Publicity. Supplier will not advertise, publish or disclose to any third party (other than to Supplier's professional advisors on a confidential and need-to-know basis) in any manner the fact that Supplier has contracted to furnish REBO the Goods covered by the Order or any terms of the Order, or use any trademarks or trade names of REBO in any press release, advertising or promotional materials, without first obtaining REBO's written consent.

## **2 ADDITIONAL PROVISIONS**

26.1 Entire Agreement Modifications. Except as described in Section 1, the Order, together with the attachments, exhibits, supplements or other terms of REBO specifically referenced therein, constitutes the entire agreement between Supplier and REBO with respect to the matters contained in the Order. The Order may only be modified (1) by a written amendment executed by authorized representatives of each party, or (2) for changes within the scope of Section , by a purchase order amendment issued by REBO. REBO may modify these REBO T&Cs from time to time by providing Supplier with Notice of such changes prior to the date when any modified REBO T&Cs become effective. Such revised REBO T&Cs shall apply to all purchase order revisions amendments and new Orders issued on or after the effective date thereof.

REBO's website may also contain specific additional requirements for certain items covered by this Order, including labeling, packaging, shipping, delivery and quality specifications, procedures, directions and or instructions. Any such requirements shall be deemed to form part of the REBO T&Cs and the Order. REBO may periodically update such requirements by posting revisions thereto on REBO's website and providing Supplier with Notice of such changes. In the event of any inconsistency between the Order and REBO's website, the terms of the Order shall prevail, unless the requirements specified on REBO's website expressly provide otherwise.

26.2 Language; Severability; No Implied Waiver. The parties acknowledge that it is their wish that these REBO T&Cs and all documents relating thereto be in the English language only. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, REBO and Supplier shall agree on a valid provision that comes as close as possible to the original provision in legal and economic terms. If REBO and Supplier cannot reach agreement within 10 business days, 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 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 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 Order.

26.3 Survival. The obligations of Supplier to REBO survive termination of the Order, except as otherwise provided in the Order.

26.4 Assignment. Supplier may not assign or subcontract its duties or responsibilities under the Order without the prior written consent of REBO. Unless otherwise stated in the consent, any assignment or subcontracting by Supplier, with or without the required consent, will not relieve Supplier of its duties or obligations under the Contract or its responsibility for non-performance or Default by its assignee or subcontractor. REBO may assign any benefit or duty under the Order to any third party upon notice to Supplier with or without consent.

26.5 Notice. Any notice or other communication required or permitted in the Order must be in writing and delivered by means and to the person(s) commercially reasonable under the circumstances. Notice will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

26.6 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these REBO T&Cs.