

SLPT PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order is subject to the following terms and conditions.

1. SUPPLIER MANUAL AND SUPPLEMENTAL TERMS AND CONDITIONS.

- (a) SLPT Supplier Manual contains specific requirements related to the performance of the Seller. The SLPT Supplier Manual is part of the Purchase Order and binding on the Seller and Buyer. The SLPT Purchase Order Terms and Conditions will take precedence in the event of any conflict with the SLPT Supplier Manual, except to the extent that the SLPT Supplier Manual specifies otherwise.
- (b) Supplemental Terms and Conditions may be part of the Purchase Order, Long Term Agreement, or other documents between Buyer and Seller. The SLPT Purchase Order Terms and Conditions will take precedence in the event of any conflict with Supplemental Terms and Conditions, except to the extent that the Supplemental Terms and Conditions specifies otherwise.

2. OFFER, ACCEPTANCE, MODIFICATION. Written acceptance of this Purchase Order, or commencement of performance of any work or services pursuant to this Purchase Order, will constitute acceptance of this Purchase Order. Such acceptance is limited to these terms and conditions. All terms and conditions proposed by Seller that are different from or in addition to this Purchase Order are expressly rejected by Buyer. No purported verbal agreement or other understanding that attempts in any way to modify the conditions of the agreement resulting from this Purchase Order will be binding upon Buyer. Buyer may make modifications, updates or revisions to these Purchase Order terms and conditions from time to time. If it does so, the Buyer will provide the Seller with written notice to this effect. The written notice will include the date on which the modifications, updates or revisions will become effective.

3. PRICE.

(a) This Purchase Order must not be filled at prices higher than those specified on the Purchase Order, unless otherwise agreed to in writing by the Buyer. The price specified on this Purchase Order includes all subcontracting costs associated with this Purchase Order. Buyer will have no responsibility for any increased costs incurred by Seller in connection with any raw materials or subcontractors unless such additional costs have been negotiated and agreed to in advance and in writing by Buyer.

(b) Seller warrants that the prices specified in this Purchase Order are no less favorable than prices given by Seller to any other customer for like merchandise (after consideration of all discounts, rebates, and allowances). If Seller quotes a lower price to anyone or accepts payment of a lower price from anyone during the life of this contract, that lower price will prevail with respect to any quantity undelivered under this Purchase Order. If Buyer is quoted a lower price by someone other than Seller, and Seller does not wish to

meet the lower price, Buyer may purchase any undelivered quantity under this Purchase Order at the lower price, thereby canceling this Purchase Order with no further liability to Seller for such undelivered quantity.

(c) The prices specified on this Purchase Order include all federal, state, and local taxes that Seller is required by law to collect from Buyer and from which Seller cannot obtain an exemption. Such taxes shall be separately stated on Seller's invoices and shall be paid by Buyer unless an exemption is available.

(d) Unless otherwise agreed to in writing by the Buyer, the price specified on this Purchase Order includes all charges for packing, cartage, storage, drayage, and transportation to the F.O.B. point. Seller shall pay all delivery charges in excess of that Buyer has agreed to pay.

(e) Seller warrants that the prices will comply with applicable government law and regulations.

4. SHIPPING, PACKING AND RETURNABLES.

(a) All shipments must be accompanied by a packing slip, which describes the articles, states the Purchase Order number, and shows the shipment's destination. Seller agrees to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. No charges will be allowed for packing, crating, and transportation unless stated in this Purchase Order.

(b) Returnable containers, the Seller will, at its expense:

- a. Maintain the returnable container, including repair and replacement, and be responsible for all wear and tear for returnable container.
- b. Properly house the returnable containers and insure them against loss or damage.
- c. Properly clean the returnable container prior to use, to be free of contaminant or debris.
- d. Properly account for containers shipped into the Seller and shipped to the Buyer, reconciling any discrepancy and responsible for the replacement of the lost containers at the Seller's location.

(c) Equipment shipped under this Purchase Order must be shipped without oil or any other fluids and must comply with all Buyer's specifications concerning compliance with local, state, and federal environmental regulations, including, but not limited to, those dealing with air pollution control, wastewater control, chemical usage, and employee exposure. Seller shall bear all liability for spillage if the shipment does not so comply.

5. DELIVERY; RISK OF LOSS; TITLE.

(a) Time is of the essence. Deliveries must be made both in quantities and at times specified on the face of this Purchase Order or in Buyer's schedules. Buyer will not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedule on this Purchase Order or in written releases issued by Buyer. Buyer may reject any deliveries at the cost of the Supplier, that are not at the quantity or time specified on the face of the Purchase Order or in Buyer's schedules.

(b) If Seller fails to meet the agreed upon delivery requirements for reasons other than those specified in Section 12 below, and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified, Seller shall ship the goods as expeditiously as possible at Seller's expense.

(c) Unless provided otherwise in this Purchase Order, all goods must be sold F.O.B destination. Title and risk of loss shall pass to Buyer upon delivery of the goods to Buyer in accordance with this Purchase Order. Seller shall be responsible for and bear the risk of any loss or damage to the goods until such delivery is made.

6. INVOICING.

(a) Seller shall promptly render after delivery of goods or performance of services, correct and complete invoices to Buyer and to accept payment by check or, at Buyer's discretion, other cash equivalent (including purchase cards or electronic transfer of funds). Payment shall be due 90 days following the date Buyer receives the goods or services, except as may otherwise be agreed by the parties in writing. 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 provided under this Purchase Order. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer, against any amount owed by Buyer to Seller under this Purchase Order.

(b) Seller agrees, as a condition of payment, to attach to or stamp on each invoice issued pursuant to this Purchase Order the following statement: "We certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and Purchase Orders of the United States Department of Labor issued under Section 14 thereof."

7. PRODUCT WARRANTIES OF SELLER.

(a) Seller expressly warrants that all goods or services covered by this Purchase Order (i) conform to the Purchase Order, specifications, drawings, samples, and descriptions furnished to or by the Buyer, (ii) are merchantable, of good material and workmanship, and free from defect, and (iii) are fit and sufficient for the particular purpose intended by Buyer. If Seller has participated in the design of the item or approved the design, Seller also warrants that the items are free from defects in design. All goods and services are subject to Buyer's inspection. Payment for, inspection of, or receipt of goods or services will not constitute acceptance of the goods or a waiver of any breach of warranty provided in this Purchase Order, implied by law or otherwise made by Seller.

(b) Seller further warrants that Buyer will receive good title upon delivery of goods, services, tooling, fixtures or equipment under this Purchase Order free and clear of any lien, security interest or encumbrance of any kind and that all goods, services, tooling, fixtures or equipment will be free from any actual or claimed patent, copyright or trademark infringement.

8. REJECTION OF GOODS. Nonconforming or defective goods may be returned to the Seller for, at the Buyer's option, full credit, or replacement with new goods at the Seller's risk and expense, including all expenses for labor and materials in dealing with or removing the defective parts, all charges for handling, sorting, packaging, overtime and transportation to/from Buyer/Seller, and any additional incurred costs to Buyer from Buyer's customer or other direct/indirect costs associated to the nonconforming goods. No replacement of nonconforming goods may be made except as authorized by a replacement Purchase Order signed by Buyer. This Purchase Order is issued for the goods specifically identified in the Purchase Order and any substitution of material, without Buyer's prior written approval, will be a breach of the Purchase Order. Without limiting its remedies, after providing notice to Seller, Buyer may (a) replace or correct any nonconforming goods or services and charge or debit Seller the cost of such replacement or correction, (b) cancel the Purchase Order for Default under Section 11 hereof, and/or (c) commence arbitration or other legal action to recover damages suffered by Buyer in accordance with Sections 33, 34 and 35 hereof.

9. CHANGES.

(a) Buyer at any time in writing may make changes in the drawings, designs and specifications of the goods or otherwise change the scope of the work covered by this Purchase Order, including work with respect to such matters as drawings, designs, specifications, inspection, testing or quality control, the method of packing and shipping, the place of delivery, shipping instructions, and quantity or delivery schedules. Buyer will provide Seller with notice of any change through an amendment or revision to the outstanding Purchase Order, the issuance of a new Purchase Order, quote request, or a written notice. The Seller agrees to promptly make such changes. Seller must not make any change in design, processing, packing, shipping, or place of delivery without Buyer's written approval.

(b) Within fourteen (14) days of receipt of notification of change, Seller must notify Buyer in writing if the proposed change will affect the cost or time required for performance and provide substantiation of its claim. If Buyer determines that an adjustment is appropriate, Buyer and Seller will negotiate in good faith on an equitable adjustment of price, shipping or delivery terms, or other appropriate adjustment. Otherwise, such claim for equitable adjustment is waived and the Purchase Order will be deemed to be modified. Seller shall diligently continue performance of the Purchase Order, as changed, pending agreement on the amount of an equitable adjustment. If Buyer determines that no adjustment is appropriate, it will so advise Seller in writing stating its reasons. Nothing contained in this Purchase Order shall relieve or excuse Seller from proceeding without delay in performing this Purchase Order as changed.

10. TERMINATION FOR BANKRUPTCY. Buyer may immediately terminate this Purchase Order without liability upon the happening of any of the following or any other comparable event: (i) insolvency of the Seller; (ii) filing of a voluntary or involuntary petition in bankruptcy

by or against Seller; (iii) appointment of a receiver or trustee for Seller; (iv) any accommodation by Buyer, financial or otherwise, not contemplated by this Purchase Order, that are necessary for Seller to meet its obligations under this Purchase Order; or (v) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days after such event. Seller shall reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Purchase Order is terminated, including, but not limited to, all attorneys' or other professional fees.

11. TERMINATION FOR CONVENIENCE. In addition to any other rights of Buyer to cancel or terminate this Purchase Order, Buyer may terminate all or any part of this Purchase Order at any time and for any reason by giving written notice to Seller. Upon receipt of such notice, Seller shall immediately stop work on this Purchase Order or the terminated portion thereof, and notify any subcontractors to do likewise. Buyer shall pay to Seller the Purchase Order price for all goods or services that have been completed in accordance with this Purchase Order and not previously paid for. Where articles or materials are to be specifically manufactured for Buyer hereunder and where Seller is not in Default under Section 11 hereof, an equitable adjustment shall be made to cover Seller's actual cost, excluding profit, for work-in-process and raw materials as of the date of termination 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. Buyer will not be liable for any charges or expenses incurred by Seller in advance of the normal lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of cancellation. Buyer will make no payments for finished goods, work-in-process, or raw materials in amounts in excess of those authorized by Buyer or for any undelivered goods which are in Seller's standard stock or which are readily marketable. Seller must submit any claim to Buyer within thirty (30) days after the date of termination or that claim will be waived. Payments made to Seller under this Section 10 represent the sole responsibility of Buyer in case of cancellation of the Purchase Order and Seller agrees not to charge any other costs, expenses or fees to Buyer nor will Buyer be liable for any other costs, expenses or fees arising out of the cancellation or termination of the Purchase Order under this Section 10.

12. TERMINATION FOR DEFAULT. In addition to any other remedies or rights afforded by law, Buyer reserves the right to cancel all or any part of this Purchase Order, upon the occurrence of any of the following specified events (each a "Default"): (i) Seller repudiates or breaches any of the terms of this Purchase Order, including Seller's warranties; (ii) Seller fails to perform services or deliver goods as specified by Buyer; or (iii) Seller fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within ten (10) days after receipt of written notice from Buyer specifying such failure or breach. If Buyer terminates its purchase obligations pursuant to this Section 11, Buyer will have no obligations to Seller in respect of the terminated portion of this Purchase Order and Buyer's liability will be limited to the delivered portion of this Purchase Order at the rate specified on the face hereof. Buyer will be entitled to recover all damages or losses attributable to such repudiation, breach, or failure by Seller.

13. EXCUSABLE DELAYS. Neither party will be liable for a failure to perform that arises from causes or events unforeseeable at the time of executing this Purchase Order and beyond such party's reasonable control, without such party's fault or negligence, including but not limited to acts of God or the public enemy, actions by any domestic or foreign governmental authority (whether valid or invalid), fires, riots, wars, sabotage, acts of terrorism, labor problems (including lockout strikes and slowdowns), or inability to obtain materials. The affected party shall give written notice of such delay, including the anticipated duration thereof, to the other party within ten (10) days of the beginning of the delay. If Seller is the affected party, Seller shall take all reasonable action, including, but not limited to, utilizing temporary production facilities or a temporary workplace, or moving existing tooling to third party production facilities in order to ensure that the supply of product meets the requirements of this Purchase Order. During the period of such delay or failure to perform by Seller, Buyer may purchase goods from other sources and reduce its schedule to Seller by such quantities without any liability. If requested by Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay will not exceed thirty (30) days. If Seller does not provide adequate assurances or resume full performance under the Purchase Order within thirty (30) days after the cause or event occurred, Buyer may immediately cancel this Purchase Order without liability.

14. CHANGE OF CONTROL. Seller must provide written notice to Buyer of a direct or indirect change of control of Seller. A change of control includes (i) the sale, lease or exchange of assets having an aggregate market value equal to or more than ten percent (10%) of the aggregate market value of Seller's assets; (ii) the sale or exchange of more than twenty percent (20%) of the voting shares of Seller; or (iii) a change in a majority of Seller's board members. Seller must provide Buyer with written notice of a change of control within ten (10) days after the date on which the change of control becomes effective. Buyer may terminate this Purchase Order, in whole or in part, upon receiving written notice from Seller of such direct or indirect change of control of Seller. Buyer will have sixty (60) days from the date Buyer receives such written notice within which to notify Seller of its decision to terminate the Purchase Order and the effective date of the termination, which will be no sooner than thirty (30) days after Seller receives written notice of termination by Buyer.

15. LABOR DISPUTES. Seller shall provide at least four (4) months' written notice to Buyer prior to the scheduled expiration of any current labor contract. If requested by the Buyer, Seller shall establish, at Seller's expense, a 30-day inventory of finished goods, at a site mutually agreed upon with Buyer, before the expiration of any such labor contract. Seller shall notify Buyer immediately of any actual or potential labor dispute delaying or threatening to delay the timely performance of this Purchase Order and will include all relevant information to Buyer. Seller will notify Buyer of any change in union related status, such as contract ratification or extension, within twenty-four (24) hours of occurrence (or such other time as may be commercially practicable). Seller must submit a written contingency plan to Buyer two (2) weeks prior to such contract expiration detailing how Seller plans to continue production in the event of a labor dispute. Any additional costs incurred from this plan will be at Seller's expense

16. PATTERNS, TOOLS, AND EQUIPMENT.

(a) Buyer will have title to and the right of immediate possession of any pattern, tools, jigs, dies, equipment, or materials furnished or paid for by Buyer (“Tooling”), and Seller must not use such Tooling while in its possession for any work other than that of Buyer. If Seller purchases such Tooling with Buyer’s funds or is reimbursed by Buyer, Seller shall execute a Bill of Sale and any and all other documents necessary to transfer title free and clear of any liens to Buyer. Buyer becomes the sole owner of all Tooling as soon as it is fabricated or acquired by the Supplier, and Buyer takes title to the Tooling even if Seller has not yet been paid for the Tooling. Ownership by Buyer will not relieve Buyer of its payment obligations for the Tooling, but in no event shall Seller be entitled to payment for any such Tooling until the successful completion of the Tooling and the Production Part Approval Process (PPAP).

(b) While in Seller’s possession, such Tooling will be held by Seller as a bailee and must be maintained in good and usable condition at no further cost to Buyer. Seller shall maintain and administer a program for the maintenance, repair and preservation of such Tooling, and appropriate identification of its ownership in accordance with sound industrial practice. When requested, Seller shall furnish inventory schedules on the Tooling, or return the Tooling to Buyer in the condition in which it was received, except for reasonable wear and tear and consumption in the normal performance of work for Buyer. Seller shall assume the risk for any damage or loss thereto. Seller shall indemnify and hold Buyer, its agents, and employees, harmless against all claims, demands, liabilities, costs and expenses, based upon or arising out of the use, storage or handling of the equipment and/or tooling until returned to Buyer’s possession. Seller shall sign, or hereby authorizes Buyer to sign on its behalf, any documents deemed reasonably necessary by Buyer, to be filed with federal, state, or local officials to record Buyer’s title and interest in such Tooling.

(c) Buyer, at any time, may ask Seller to provide status reports on the construction or acquisition of the Tooling. Each status report will identify the Tooling, identify any subcontractors working on the Tooling, state the percentage of completion of the Tooling, and state the percentage of sunk costs already expended.

17. NON-DISCLOSURE OF INFORMATION, DESIGNS AND DATA; ACCESS CONFIDENTIALITY.

(a) Seller shall keep confidential the features of any equipment, tooling, patterns, designs, drawings, processes, engineering and business data and other technical and non-public information, without limitation, that is proprietary to Buyer or any third party to which Buyer has an obligation of confidentiality relating to the information (“Confidential Information”) and shall use such Confidential Information only in production of supplies under Purchase Orders from Buyer, unless Buyer’s written consent is first obtained. Upon termination or completion of this Purchase Order, Seller shall return all Confidential Information to Buyer or make other disposition, as directed by Buyer. Seller’s confidentiality obligation with respect to the Confidential Information survives the termination of this Purchase Order.

(b) Seller shall not, without first obtaining the written consent of Buyer, in any manner (i) advertise or otherwise disclose the fact that Buyer has contracted to purchase goods or services from Seller, (ii) use Buyer’s trademarks, trade names or confidential information in Seller’s advertising news releases, or other promotional materials, or (iii) use Buyer’s trademarks, trade names or Confidential Information in any form of electronic communication such as websites (internal or external), blogs or other types of postings.

(c) If Buyer grants Seller access to Buyer’s computer network, Seller understands that the access extends only to those employees of Seller who have a need for the access to perform work for Buyer. Seller must inform its employees that the data files they review are confidential and must not be communicated to others nor used for any purpose other than performing Buyer’s work.

(d) Buyer does not grant any intellectual property right including, but not limited to, trade secret, patent or copyright, by granting Seller access to Buyer’s computer network. No right to use Buyer-owned or leased hardware, facilities or software application programs, including by way of example but not of limitation, communication software or software design programs, may be inferred from Buyer’s granting access to its computer network to Seller.

(e) Buyer may terminate Seller’s access to Buyer’s computer network in Buyer’s sole discretion. Upon termination of Seller’s access privileges, Seller must return any copy of data file obtained from Buyer’s computer network or any information obtained from the data file that Seller possesses. Seller’s confidentiality obligation with respect to each datum of information obtained from Buyer survives termination of its access privileges and continues until the data becomes public knowledge.

(f) Seller shall, at its expense, implement and maintain appropriate technical and organizational measures and other protections for the proper security of all Confidential Information, including, without limitation, by not loading Confidential Information on (i) any laptop computers or portable electronic device, or (ii) any portable storage media that can be removed from Seller’s premises, unless in each case such information has been encrypted. Such measures and other protections include the prevention of password theft or loss or unauthorized access to or use of any information, and Seller shall notify Buyer promptly of any password theft or loss or unauthorized access or use of any information. Seller shall take

all reasonable measures to secure and defend its physical premises, information systems and equipment against cybersecurity breaches or other unauthorized access to Seller's or Buyer's systems and shall periodically test its information systems for potential areas where security could be breached.

(g) Seller shall provide Buyer with the name and contact information of a primary security representative of Seller who can be reached by Buyer, twenty-four (24) hours per day, seven (7) days per week.

(h) Seller must inform Buyer whenever Seller suspects that data obtained from Buyer's computer network has been wrongfully released to a third party or that an unauthorized third party has accessed Buyer's computer network. Seller must defend, indemnify, and hold Buyer harmless from the wrongful disclosure of any information obtained from Buyer's computer network. Seller shall notify Buyer as soon as reasonably possible, but in any event within twenty-four (24) hours, of Seller discovering any actual or potential cybersecurity breach or any other threat to Seller's information systems that causes any actual or potential breach by Seller of this Purchase Order. Seller shall (i) provide Buyer with a summary of known information about such cyber-security incident, (ii) implement required remedial measures to remedy the effects of such cybersecurity incident, (iii) provide specific information about the cybersecurity incident and response upon request by Buyer, and (iv) within two (2) weeks of completion of Seller's investigation of the cyber-security incident, provide Buyer with a written report describing the incident, causes of the incident, plans to mitigate against future events of a similar kind, the suspected perpetrators of the incident, the information or unauthorized access to such information that may have been affected by the incident, and any financial impact to the Buyer related to such incident.

18. INTELLECTUAL PROPERTY. Seller warrants that any materials, supplies, or other goods furnished by Seller or its affiliates to Buyer will not infringe any United States or foreign patent, trademark, copyright, or mask work right by reason of their manufacture, use or sale, and will not misuse or misappropriate any trade secret. Seller shall (i) indemnify, defend, and hold harmless Buyer, its agents, employees, successors and customers against all such claims, demands, losses, suits, damages, liabilities and expenses (including reasonable 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 Purchase 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; (ii) waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (iii) grant to Buyer a worldwide, non-exclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed, the goods ordered by this Purchase Order. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Buyer under this Purchase Order.

19. INDEMNIFICATION AND INSURANCE.

(a) Seller shall indemnify, defend, and hold harmless Buyer, its agents, employees, customers, and users of its and their products against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, resulting from the death or injury to any person or damage to any property arising out of or in any way connected with the performance of this Purchase Order by Seller or the goods provided hereunder, including (i) any breach or nonperformance by Seller of any of its obligations under this Purchase Order, (ii) any infringement or other assertions of proprietary rights violations (including patent, trademark, copyright, industrial design right, or other proprietary right, misuse, or misappropriation of trade secret), or (iii) any matter or allegation that the goods are defective, unfit or unsafe, or that the goods do not meet applicable laws or regulations, even if the loss results from the, concurrent or partial negligence of Buyer. At Buyer's request, Seller shall defend such claims or suits at Seller's expense by reputable counsel satisfactory to Buyer.

(b) Seller shall, at its expense, maintain insurance coverage in amounts satisfactory to Buyer for Workers' Compensation, Employer's Liability and Comprehensive General Bodily Injury and Property Damage. Seller shall furnish Buyer with certificates setting forth the amounts of coverage, policy number(s) and expiration date(s).

20. TECHNICAL INFORMATION. Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller has disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this Purchase Order.

21. CUSTOMS; EXPORTS.

(a) Seller will promptly notify Buyer in writing of material or components used by Seller in filling this Purchase Order, which Seller purchases in a country other than the country in which the goods are delivered to Buyer and any duty included in the purchase price of the goods. Seller will furnish Buyer with any documentation and information necessary for Buyer to comply with all applicable laws and regulations in the country(ies) of destination, including, without limitation, any special trade program or content reporting. Seller will provide all documentation and/or electronic transaction records necessary to allow Buyer to meet customs related obligations, any local content/origin requirements and to obtain all tariff and trade program duty avoidance(s) and/or refund benefits, where applicable.

(b) Seller will ensure compliance with the recommendations or requirements of all applicable governmental security/anti-terrorism and enhanced border release programs, including, without limitation, the Customs-Trade Partnership Against Terrorism ("C-TPAT"), as promulgated by the U.S. Customs and Border Protection Bureau. Seller must seal international shipments with a high security seal that meets C-TPAT standards, and the seal number must be included on the Seller's ASN. At the request of Buyer, Seller will certify in writing its compliance with the foregoing. Seller shall indemnify and hold buyer harmless from and against any liability, claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to Seller's noncompliance.

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

22. COMPLIANCE.

(a) In providing goods or services under this Purchase Order, Seller will comply with any and all applicable federal, state, local, and foreign laws, regulations and other legal requirements, including but not limited to the Federal Occupational Safety and Health Act of 1970, the Federal Hazardous Substances Act, the Transportation Safety Act of 1974, the Hazardous Materials Transportation Act, the Clean Air Act, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act and Sections 6,7, and 12 of the Fair Labor Standards Act, and such amendments to such laws and regulations and policies, orders, permits, licenses and governmental approvals promulgated or issued thereunder.

(b) Seller will comply with all competition laws, including any law that prohibits, restricts, or regulates actions having the purpose or effect of monopolization, restraint of trade, or lessening of competition.

(b) Seller represents that it is in compliance with all federal laws and regulations relating to contracting with small and disadvantaged business concerns and to equal employment opportunity and affirmative action in the employment of minorities, women, individuals with disabilities, and certain veterans. All such laws and regulations are incorporated herein by reference and Seller agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, veterans' status, or physical/mental disability that is not related to the performance of the specific position.

(c) Seller will indemnify, defend, and hold harmless Buyer, its agents, employees, customers, and users of its and their products against all suits, actions or proceedings, at law or in equity, and from all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, resulting from or arising out of any failure of Seller or Seller's employees, agents, and subcontractors to comply with any applicable laws and regulations.

(d) Seller shall use commercially reasonable efforts to ensure that all goods supplied to Buyer and the processes used to make them shall minimize life-cycle environmental impact, including minimizing waste generation, the use of energy and nonrenewable resources, and the emission of greenhouse gases; and shall maximize the use of recycled, recyclable, biodegradable, and nontoxic materials.

23. RIGHT TO AUDIT. Buyer shall have the right, at any reasonable time, to send its authorized representatives to examine all of the Seller's documents and materials relating to Seller's obligations under this Purchase Order or relating to Seller's charges to Buyers. If requested by the Buyer, Seller will provide the Buyer, past, present and pro forma financial

reports including, but not limited to, income statements, balance sheets, cash flow statements and supporting data for the Seller and any affiliate or subsidiary of Seller involved in producing, supplying, or financing the goods or any component part of the goods. The Buyer may use financial reports provided under this Section 20 only to assess the Seller's ongoing ability to perform its obligations under the Purchase Order and for no other purpose, unless the Seller agrees otherwise in writing. Seller shall maintain all pertinent books and records relating to this Purchase Order for a period of four (4) years after completion of delivery of products pursuant to this Purchase Order.

- 24. ETHICAL CONDUCT.** Seller's employees shall comply with the SLPT Supplier Code of Conduct articulated within the SLPT Supplier Manual. Compliance with these standards is a mandatory component of Buyer's purchase contracts worldwide and must also apply to Seller's subcontractors and suppliers. Both the SLPT Supplier Code of Conduct and the SLPT Supplier Manual are incorporated by reference as part of this Purchase Order and are binding on the Seller. Seller shall ensure its subcontractors and suppliers abide by the requirements of the SLPT Supplier Code of Conduct. Seller shall also ensure its suppliers and subcontractors comply with applicable legal standards and requirements including those of the Conflict Minerals Rule. In compliance with the Conflict Minerals Rule, Seller requires all its suppliers and subcontractors to provide completed conflict minerals declarations using the EICC/GeSI Conflict Minerals Reporting Template, which shall reference the Suppliers Requirements section of SLPT's website, www.slpt.com.
- 25. QUALITY CONTROL.** Seller shall maintain adequate and consistent quality control inspection and testing to assure that goods will consistently conform to specified requirements, and shall, at Buyer's request, furnish substantiated results of quality control inspections and testing in accordance with the SLPT Supplier Manual. Seller shall notify Buyer in writing before changing any way processes used in production or our specified requirements of goods ordered by us under this Purchase Order. Buyer's specified requirements used in production must not be changed without Buyer's prior written consent and in accordance with the SLPT Supplier Manual.
- 26. SERVICES AT BUYER'S OTHER LOCATIONS.** If labor or services in connection with this Purchase Order are performed at any locations occupied or under control of Buyer or other party, Seller agrees to indemnify and hold harmless Buyer, its agents, employees, customers, and users of its and their products against all suits, actions or proceedings, at law or in equity, and from all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, arising out of or related to the labor and services to be provided, whether or not related to the conduct of Buyer, its employees or agents.
- 27. QUANTITY.** The Supplier will provide the Buyer's requirements as shown on the Purchase Order, EDI release, Kanban or other documentation as agreed to with Supplier. Buyer release of demands using EDI and/or Kanban may have an agreed upon Firm, Forecast and Fabrication quantity.
- 28. VOLUME PROJECTIONS.** Volumes provided in request for quotes, emails, written or verbal communication are for planning only and are projections. Volume projections are not a commitment by the buyer to purchase the quantities specified in the request for quotes, emails,

or other communication. The supplier acknowledges that volume projections are forward looking and based on a number of economic and business factors, variables and assumptions which may change over time.

- 29. REPLACEMENT PARTS, SERVICE DEMANDS.** Seller shall, in the case of goods requiring service demands for SLPT, stock/manufacture replacement parts sufficient to meet Buyer's needs for a period of not less than fifteen (15) years, which will begin six (6) months after SLPT ships last OE production requirement. Seller shall make replacement parts available to Buyer for the first five (5) years of the not less than fifteen (15) years at the last purchase order price of parts supplied while the part was in original production requirement. Seller will not increase the price of service parts without one (1) year notice to SLPT and must include documented evidence of financial impact that requires the price to change.
- 30. REMEDIES.** The rights and remedies reserved to Buyer in this Purchase Order will be cumulative and additional to all other remedies available to Buyer in law or equity. Without limiting the foregoing, in the event that any goods fail to conform to the warranties set forth in this Purchase Order or implied by law, or if Seller otherwise breaches any of its obligations under this Purchase Order, Buyer will be entitled to recover from Seller any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages and all legal and other professional fees and costs incurred by Buyer as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, testing, repairing or replacing non-conforming goods or non-conforming deliveries; (b) resulting from production interruptions; (c) in conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury, including death, or property damage.
- 31. ENTIRE AGREEMENT.** This Purchase Order, together with any attachments, exhibits, manuals, or supplements specifically referenced herein, and any written, existing "Supplier Confidentiality Agreement" (a.k.a. "Supplier Agreement", "Supplier Security Agreement") or the like entered into between Buyer and Seller, constitutes the entire agreement between Seller and Buyer with respect to the matter it contains and supersedes all prior oral or written representations and agreements.
- 32. ASSIGNMENT.** Seller may not assign or delegate its obligations under this Purchase Order without Buyer's prior written consent.
- 33. NO WAIVER.** The failure of either party at any time to require performance by the other party of any provision of this Purchase Order will in no way affect the right to require such performance at any time thereafter, nor will 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.
- 34. NATURE OF THE RELATIONSHIP OF THE PARTIES.** Seller and Buyer are independent contracting parties and nothing in this Purchase Order will make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

- 35. ATTORNEYS FEES.** Except as otherwise provided in Section 34, if any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.
- 36. GOVERNING LAW AND JURISDICTION.** This Purchase Order is to be construed according to the law of the State of Michigan, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Seller agrees that the forum and venue for any legal action or proceeding concerning this Purchase Order will lie in the appropriate federal or state courts in the State of Michigan and specifically waives any and all objections to such jurisdiction and venue.
- 37. SPECIFIC PERFORMANCE.** Seller and Buyer acknowledge and agree that the other party would be irreparably damaged if any provision of this Purchase Order is not performed in accordance with its specific terms or is otherwise breached. Accordingly, Seller and Buyer agree that the other party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Purchase Order and to specifically enforce this Purchase Order and its terms and provisions in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties in the matter, in addition to any other remedy to which such party may be entitled, at law or equity.
- 38. DISPUTE RESOLUTION.** Notwithstanding Sections 33 and 34, it is the intention of Seller and Buyer not to resolve claims, disagreements or disputes concerning this Purchase Order through litigation in the courts; rather, the parties acknowledge and consent to mediation and binding arbitration, subject to the terms and conditions below, concerning any such claims, disagreements, or disputes.

(a) In the event of the existence of a dispute or disagreement arising out of, or relating to, the formation interpretation, performance or breach of this Purchase Order or any modification hereto, the disputing party may submit its basis for such dispute or disagreement in writing to the other party, and the other party shall respond in writing to such written notice within fourteen (14) days after receiving the written notice. Thereafter, the parties shall enter into good faith negotiations in an attempt to resolve the dispute or disagreement. All negotiations and written statements conducted or made pursuant to this Section 35 are confidential and shall be treated as compromise and settlement negotiations for purposes of the U.S. Federal Rules of Evidence and state rules of evidence. If the parties reach agreement pertaining to any dispute pursuant to the procedures set forth in this Section 35, such agreement shall be reduced to writing, signed by the parties and shall be final and binding upon the parties. Either party, at any time, in their sole discretion, may terminate negotiations with fourteen (14) days advance notice in writing to the other party.

(b) During the negotiation phase described in Section 35(a), including the 14-day time period after either party notifies the other that it is terminating negotiations, either party may elect to engage in non-binding mediation by providing written notice to the other party of the same. Thereafter, the parties will participate in nonbinding mediation by a third-party mediator in good faith. The parties will promptly agree on the mediator, and the cost of the mediator will be shared equally. If the parties are unable to agree on a mediator within twenty (20) days after a party elects mediation, then the parties will seek the assistance of the organization

promulgating the applicable Mediation Rules, in accordance with the Mediation Rules. Mediation must be completed within forty-five (45) days from the date that notice to elect mediation is provided unless the parties agree to a different time frame.

(c) If any dispute shall not have been resolved through the use of the procedures specified in Sections 35(a) or (b) above, a party may request the other to participate in binding arbitration by making a written request to the other party, and the other party will have fifteen (15) days after receipt of such request to respond in writing as to whether it will agree to binding arbitration. However, in the case of disputes relating to quality, quantities, delivery, payments, warranty, indemnification and or actions under Sections 3, 4, 6, 15, 17, 18 of these Purchase Order Terms and Conditions, Buyer may unilaterally elect to arbitrate, at which time the parties shall submit to binding arbitration. Prior to any unilateral election to arbitrate by Buyer, the parties must have participated in negotiations pursuant to Section 35(a) above, and if elected by either party, mediation pursuant to Section 35(b) above. Arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association, now in effect, except to the extent modified herein. Unless the parties shall mutually agree otherwise, any arbitration hearing shall be held in Oakland County, Michigan. Further, unless the parties shall mutually agree otherwise, the rules of evidence of the State of Michigan shall govern the discovery and presentation of evidence in any arbitration hearing. Judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitrators shall not be empowered to award punitive or exemplary damages.

(d) Within thirty (30) days after the submission of a dispute or disagreement to arbitration:

(i) If the principal place of Buyer is located in the United States, both parties shall respectively appoint one arbitrator, and within thirty (30) days after the appointment of the last of such two arbitrators, the two arbitrators shall appoint a third arbitrator. If either party or the two arbitrators fail to timely appoint an arbitrator, that said arbitrator shall be appointed by the American Arbitration Association; or

(ii) For all other arbitrations, the parties shall mutually agree upon the selection of a sole arbitrator to arbitrate the dispute (who will be neutral), provided that if any agreement cannot be reached on an arbitrator within thirty (30) days after the need therefor, the said arbitrator shall be appointed by the American Arbitration Association.

(e) Unless otherwise determined by the arbitrator(s), each party shall bear its own costs incurred in connection with the procedures described in this Section 35, except that each party shall share equally the fees and expenses of the arbitrator(s). The parties shall require the arbitrator(s) to make a decision within 120 days after the appointment of the sole arbitrator or the third arbitrator, as applicable; *provided, however*, that such time period shall be extended (but not beyond an additional 150 days) as reasonably necessary to complete discovery so long as the party conducting such discovery is proceeding with reasonable diligence toward completion thereof.

(f) A party, without prejudice to the procedures of this Section 35, may file a complaint for purposes of tolling the statute of limitations, or seek a preliminary injunction or other

provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Notwithstanding such action, the parties will continue to participate in good faith in the procedures specified in this Section 35.

(g) If the dispute has not been resolved pursuant negotiation or if elected, mediation, litigation may be initiated subject to the requirements of Section 33 above, unless the parties arbitrate under this Section 35.

39. SEVERABILITY. If any term of this Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive Purchase Order, or other rule of law, that term will be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, Purchase Order or rule, and the remaining provisions of this Purchase Order will remain fully in effect.

40. SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES. Seller's covenants, representations and warranties under this Purchase Order will survive any delivery, inspection, payment or acceptance and any completion, termination, or cancellation of this Purchase Order.

41. GOVERNMENT CONTRACTS. If this Purchase Order covers goods or services for Buyer's use in the performance of any contract, subcontract, or purchase order in which the United States Government, or any agency or department thereof, is the principal contractor, then the additional terms and conditions set forth in Supplement A to this Purchase Order will apply.