

KOLBENSCHMIDT PISTONS USA LLC

TERMS AND CONDITIONS OF PURCHASE

Last revised November 26, 2025

These Terms and Conditions of Purchase (“Terms”) apply when referenced by Kolbenschmidt Pistons USA LLC, Kolbenschmidt de Mexico s de RL de CV and KSUS International LLC (“KS” or “Buyer”) documentation.

1. Offer; Acceptance; Exclusive Terms; Duration. Each order issued by Buyer (“Order”) is an offer to Seller for the purchase of goods and/or services (“Supplies”). These Terms apply to each Order and are included in each Order by reference. A contract is formed when Supplier accepts the offer of Buyer. This occurs upon the earlier of: (a) Supplier beginning work or performance; (b) Supplier notifying Buyer of its acceptance of the offer; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. Buyer Guides, including but not limited to Packaging and Labeling Requirements, Supplier Code of Conduct, and Quality Manual that are located on Buyer’s website at www.kolbenschmidt-pistons.com/supplier or upon request and also are incorporated by reference and apply to every Order.

The Order supersedes all prior agreements, orders, quotations, proposals and other communications regarding the Supplies covered by the Order, except that a signed prior agreement (such as a letter of intent, Supply Agreement, Statement of Work or Non-Disclosure Agreement) will continue in effect unless it materially conflicts with the Order, in which event the Order will control, subject to the order of precedence stated in the Supply Agreement. Any modification of Buyer’s Terms must be expressly stated in the Order by BUYER or in a writing signed by a senior executive of Buyer. **The Order is limited to and conditional upon Seller’s acceptance of these Terms exclusively. Any additional or different terms proposed by Seller, whether in Seller’s quotation, acknowledgement, invoice or otherwise are expressly rejected by Buyer and will not become part of the Order.**

All production Orders shall continue for the life of the project or programs for which the Supplies are to be used in production, including for service parts and extensions, or until otherwise terminated as provided by these Terms or a specific provision in an Order. The phrase on purchase orders “valid from x date to y date“ does not indicate an expiration date of the Order, of the supply obligation, or of the fixed price stated in an Order but refers only to the non-binding volume projection or “tgt volume“ stated in an Order, which projection is solely for planning purposes. Expiration or termination of an Order shall not affect warranty, non-disclosure, transition, and other obligations which by their nature may continue beyond an obligation to provide Supplies.

2. Quantities; Delivery; Material Releases; Safety Stock. Except for spot buy Orders, or if a percentage of requirements less than 100% is stated on the face of an Order, all Orders are requirements contracts, pursuant to which Buyer shall purchase 100% of its requirements for the Supplies from Supplier, and Supplier shall supply these requirements to Buyer, per the capacities

stated in the RFQ and/or in an Order. Future quantities or “target quantities” forecasted or listed in any RFQ or Order beyond current firm releases are Buyer’s best estimate of Buyer’s future requirements for the period(s) stated based on information received from Buyer’s customer, but frequently based on consumer and customer buying patterns. A reference to quantities of production Supplies contained in an Order for tooling is to obtain a warranty of performance for the tooling and/or of the Supplies to be produced with the tooling and is not an obligation or commitment by Buyer to purchase any particular quantity of production Supplies beyond its requirements. A reference in an Order to a minimum or maximum quantity of production of Supplies is a warranty by Seller of its commitment to maintain the indicated capacity and production levels and is not a guarantee of a quantity of Supplies to be ordered by Buyer. Buyer is required only to purchase those quantities identified as “definite quantities/firm” in material authorization releases, manifests, or similar releases (“Releases”) submitted by Buyer to Seller. Likewise, Buyer is required only to purchase services to the extent expressly stated as a “definite order” in a Statement of Work signed by Buyer. Subject to change by Buyer’s Releases or Orders, Seller is authorized to fabricate and assemble up to two weeks of finished Goods inventory and acquire up to an additional six weeks of component and materials inventory based on Buyer’s latest Releases. Buyer may require Seller to participate in an electronic data interchange or similar inventory management program, at Seller’s expense, for notification of Material Releases, shipping confirmations and other purchasing information. Buyer may purchase additional quantities of up to 20% in excess of Supplier's tooled capacity using Orders or Material Releases. Unless otherwise agreed in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer’s designated facility location. Deliveries shall be made both in quantities and at times specified in Buyer’s schedules. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Time and quantities are of the essence under the Order. Buyer may revise the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies. Seller shall pay all premium freight costs if expedited shipping is required from Supplier to Buyer or from Buyer to its customer due in whole or in part to Seller’s failure to meet Buyer’s delivery timing requirements as communicated in Releases. Seller will pay all costs incurred by Buyer, including costs charged by Buyer’s customer(s) to Buyer, as a result of Seller’s failure to fulfill all shipping or delivery requirements.

In case of an unforeseen increase in demand by the Purchaser or an impediment to delivery that occurs for any reason whatsoever (e.g., production stoppage at Supplier), Supplier agrees to constantly maintain a pre-produced safety stock equal to 1/24 of the forecast volume for any Supplies for the year. The safety stock will be confirmed at any time on request of the Buyer. The Supplies in the safety stock must meet the current technical specifications and quality requirements at all times. In this regard, Supplier agrees to replace the safety stock continuously on the basis of "first in, first out." In the event of transportation problems, Supplier shall deliver replacements from the safety stock within one working day of receiving the request for the delivery of replacements.

3. **Invoicing and Pricing.** Except as expressly stated in an Order or in a separate written Supply Agreement, the price of Supplies is firm and fixed for the duration of an Order and includes all storage, handling, packaging, and all other expenses and charges, which costs are the expense of Seller. No price increases shall be permitted for any reason, including but not limited to, for

increased cost of materials, components, fuel, energy, labor, custom duties, tariffs, taxes, currency fluctuations, storage, insurance, packaging, labeling, transportation, or overhead, regardless of foreseeability at the time the Order is issued. All prices are in US dollars unless otherwise specified on the face of the Order and are DDP destination (Incoterms 2020). All invoices for the Supplies must reference the Order number, amendment or release number, Buyer's part number (including revision designation when applicable), Seller's part number (when applicable, including revision designation when applicable), quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. Buyer will pay proper invoices in compliance with all of the terms of the Order. The total price also includes all duties and taxes except for any value added tax (VAT) imposed by a non-USA jurisdiction, which must be shown separately for each shipment on Seller's invoice. Buyer is not responsible for any business activity taxes, payroll taxes or any other taxes assessed or imposed on Seller's income or assets (including without limitation the Michigan Single Business Tax).

4. Packaging; Marking; Shipping; Disclosure; Special Warnings or Instructions. Seller will: (a) pack, mark, and ship Supplies according to the requirements, including labeling and hazardous materials requirements, of Buyer, the transportation carriers and the country of destination; (b) international shipments shall be accompanied by all necessary documentation to permit legal entry and customs clearance into country of destination; (c) route the shipments according to Buyer's instructions; (d) label or tag each package according to Buyer's instructions; (e) provide documentation with each shipment clearly showing the Order number, amendment or release number, Buyer's part number (including revision designation when applicable), Seller's part number (when applicable and to include revision designation when applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (f) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. Seller will promptly provide Buyer with the following information in the form requested by Buyer: (i) a list of all ingredients and materials in Supplies; (ii) the amount of all ingredients, and (iii) information concerning any changes in or additions to the ingredients. Before and at the time Supplies are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Supplies, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Supplies, including compliant MSDS, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing. Seller agrees to comply with all federal, state, and local laws and regulations pertaining to product content and warning labels, including without limitation the Toxic Substances Control Act and European Union Directive 2000/53/EC. Seller will reimburse Buyer for any expenses incurred as a result of improper packing, marking, routing, or shipping.

5. Customs; Related Matters. Credits or benefits resulting from the Order, including trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will provide all information and certificates (including Certificates of Origin) necessary to permit Buyer (or Buyer's customers) to receive these benefits or credits. Seller agrees to comply with and fulfill all customs and trade and treaty agreement obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses, Importer Security Filings or authorizations

necessary for the export of Supplies are Seller's responsibility unless otherwise stated in the Order, in which case Seller will provide the information necessary to enable Buyer to obtain the required licenses or authorizations. Importer Security Filing information must be available prior to loading of Supplies at the export location and must be made available to the appropriate authorities by the Seller in a timely manner so as not to delay scheduled deliveries. Seller will promptly notify Buyer in writing of any material or components used in filling an Order that Seller purchased in a country different from the country in which the Supplies are delivered. Seller will furnish all documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies' purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Seller will mark Supplies "Made in [country of origin]". Seller will promptly provide Buyer and the appropriate governmental agency with the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of Supplies is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported.

For Seller's goods to be imported into the United States, Seller shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative (for information go to the <http://www.cbp.gov/> link to the C-TPAT section). At Buyer's or the Bureau of Customs and Border Protection's request, Seller shall 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 attorney's or other professional fees) arising from or relating to Seller's non-compliance.

6. **Inspection; Non-Conforming Goods/Services; Audit.** Buyer may enter Seller's facility at any time to inspect the facility, Supplies, materials, and any of Buyer's property related to the Order. Buyer's inspection of Supplies, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not represent acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect Supplies does not relieve Seller of any of its responsibilities or warranties regarding the Order. Seller acknowledges that Buyer may not perform incoming inspections of the Supplies, and waives any rights to require Buyer to conduct such inspections. Nothing in the Order releases Seller from its obligation regarding testing, inspection and quality control of the Supplies. If defective Supplies are shipped to Buyer and rejected by Buyer, the quantities for the Order will be reduced unless Buyer otherwise notifies Seller. Seller shall, at Buyer's request, and at no additional cost to Buyer, promptly deliver replacement parts conforming to the specifications and delivery instructions, including by expedited shipping at Seller's cost if deemed necessary in Buyer's sole discretion. Seller will not replace reduced quantities without a new Material Release or Order from Buyer. In addition to other remedies available to Buyer: (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Supplies as Buyer deems necessary; (ii) Buyer may have corrected, at any time prior to shipment from Buyer's plant, Supplies that fail to meet the requirements of the Order; and/or (iii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Supplies,

including charges incurred for inspection, sorting, and/or quarantine. Seller will document an initial corrective action response within 24 hours. Seller's failure to provide written disposition instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity, shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling and/or to dispose of the Supplies without liability to Seller. Payment for nonconforming Supplies is not an acceptance by Buyer, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct a routine audit at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section.

7. **Payment.** Unless different payment terms are stated in the Order, Buyer will pay proper invoices on a Net 60 day basis. Invoices for tooling must be issued only as approved, and as provided in the Order. Invoices for tooling will be paid on a Net 60 day basis only after completion of, and Buyer customer's written approval of, a fully warranted, five (5) level Production Part Approval Process (PPAP), or the appropriate level of PPAP required by Buyer and Buyer's customer, for Buyer's product and the related Supplies, and the receipt of payment funds from Buyer's customer. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, demonstrating the absence of any liens, encumbrances, or claims on Supplies provided under the Order. Payment will be made in U.S. Dollars unless otherwise expressly stated in the Order.

8. **Changes.** Buyer reserves the right to direct changes, or to cause Seller to make changes, to drawings, specifications, samples or descriptions of Supplies. Buyer also reserves the right to change the scope of the work covered by the Order, including, without limitation, such matters as inspection, testing or quality control. Buyer also may direct the supply of raw materials from itself or from third parties. Seller will make any such requested change promptly. In order for Seller to request a reasonable difference in price or time for performance as a result of such a change, Seller must notify Buyer in writing within ten days after receiving notice of the change. Time is of the essence for Seller's request. Buyer shall issue an Order amendment promptly if it agrees with Seller's request. If Buyer disagrees, the parties shall negotiate in good faith to attempt to achieve an equitable adjustment. Seller shall diligently and promptly perform an Order and all Buyer directed changes while its request is being evaluated and during any period of dispute regarding Buyer's directed changes. The price may be adjusted solely to compensate Seller for increased costs of materials and other direct production costs (excluding overhead and profit) directly and necessarily incurred as a result of the changes, and the terms for performance shall be adjusted only for the period actually required to comply with the changes. Buyer shall have the right to request and receive additional documents and to audit all relevant records, facilities, work or materials of Seller to verify any request. Except as otherwise specifically required by an Order, any purported change or adjustment in price or time shall be binding on Buyer only if made in a written Order amendment issued by Buyer. Without the prior approval of Buyer on the face of an Order amendment, Seller shall make no changes to any Order or the Supplies covered by an Order, including, without limitation, changing: (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under an Order, (ii) the facility from which Seller or its supplier operates, (iii) the price of any of the Supplies covered by

an Order, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with an Order; (v) the fit, form, function, appearance, performance of any Supplies covered by an Order; or (vi) the production method or process used in the production or provision of any Supplies under an Order. Any changes by Seller to any Order or the Supplies covered by an Order without the prior approval by Buyer on the face of an Order amendment or in a signed writing by Buyer's senior manager or vice president shall constitute a breach of an Order..

9. **Warranties.** Seller expressly warrants and guarantees to Buyer, to Buyer's successors, assigns and customers, that all Supplies delivered to Buyer will: (a) conform to the specifications, standards, drawings, samples, descriptions and revisions as furnished to or by Buyer; (b) conform to all applicable laws, orders, regulations and standards in countries where Supplies or vehicles or other products incorporating Supplies 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; (c) be merchantable and free of defects in design (to the extent designed by Seller), materials and workmanship; and (d) be selected, designed (to the extent designed by Seller), manufactured and assembled by Seller based on Buyer's stated use and be fit and sufficient for the purposes intended by Buyer; and (e) Seller has and will transfer to Buyer ownership and good title to Supplies delivered and Services provided, free of all liens, encumbrances, and rights of third parties (except those created by Buyer). The warranty period provided by applicable law applies, except that if Buyer or Buyer's customer offers a longer warranty to end-users for Supplies installed on or as part of vehicles, the longer period will apply. For all services, Seller further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer, and otherwise consistent with industry standards. Seller will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Supplies that is or may become harmful to persons or property. The warranty in clause (c) will continue for the warranty period specified in the Contract. The warranty in clause (e) will continue for the life of the Supplies and Services.

10. **Supplier Quality and Development; PPAP; Required Programs.** Seller will conform to the quality control standards and inspection system, as well as related standards and systems (including without limitation, quality control policies, ISO 9000, QS 9000 and ISO/TS 16949), that are established or directed by Buyer. Seller also will participate in supplier quality and development programs of Buyer as directed by Buyer. Seller agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) as specified by Buyer and (as applicable) Buyer's customer(s) and agrees to present this information to Buyer on request, at the level requested. As requested by Buyer at any time, Seller will participate in and comply with the following Buyer programs and standards: *(a) Advanced Product Quality Planning (APQP); (b) supplier performance evaluations; and (c) minority business expectations.* In the event of a discrepancy or conflict between any part of the above programs or standards and an express provision of these Terms, these Terms will control.

11. **Service and Replacement Parts.** During the term of the Order and for Ten years thereafter unless a shorter or longer period is agreed in writing by the Buyer or stated in Buyer's applicable Statement of Work, Seller will supply Buyer's written "service parts" orders with Supplies,

component parts and materials that are the same as the Supplies, component parts and materials that Buyer purchases under the Order, at the price(s) set forth in the Order plus any actual cost differential for special packaging. If the Supplies are systems or modules, Seller will sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in the Order, less assembly costs, plus any actual cost differential for packaging. In addition, from Ten years after expiration or termination of the Order and continuing for an additional ten years (or a different period if stated in a signed Statement of Work, Seller will sell Supplies to Buyer in order to fulfill Buyer's past model service and replacement parts requirements, at price(s) based on the most recent price(s) under the Order, adjusted only for actual, documented differences in the cost of materials, packaging, and costs of production after the current model purchases have been completed, as shall be mutually and reasonably agreed by the parties. At Buyer's request, Seller will make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

12. **Remedies.** The rights and remedies reserved to Buyer in the Order will be cumulative with and in addition to all other or legal or equitable remedies. At Buyer's request, Seller will reimburse Buyer for any incidental or consequential damages caused by nonconforming Supplies, including without limitation costs, expenses, fees, and losses incurred directly or indirectly by Buyer or its customer(s) (a) for inspecting, sorting, repairing or replacing the nonconforming Supplies; (b) resulting from production interruptions at Buyer or its customer(s); (c) for conducting recall campaigns or other corrective service actions resulting in whole or in part from defective Supplies; or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Supplies. Consequential damages include reasonable attorney, expert, and other professional fees incurred by Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Supplies, and will participate in and comply with warranty reduction or related programs as directed by Buyer that relate to the Supplies. In the event that Supplies are discovered to be defective or non-conforming, during or after assembly with Buyer's components, and Buyer's customer will not permit disassembly of the components and/or use of the disassembled, conforming Supplies or components, Seller shall reimburse Buyer for the full cost of Buyer's products rejected by Buyer's customer under such circumstances. In any action brought by Buyer to enforce Seller's obligation to produce and deliver Supplies under the Order, the parties agree that Buyer does not have an adequate remedy at law, and Buyer is entitled to specific performance of Seller's obligations under the Order, in addition to all other rights and remedies which Buyer may have, without proof of actual damages, without establishing a "balance of convenience", and without bond or other security being required.

13. **Compliance with Laws; Ethics.** Seller, and any Supplies supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, including laws relating to environmental matters, data protection and privacy, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. By way of illustration and not limitation, for compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Seller shall supply all certifications and information relating to "Conflict Minerals" (as defined in the Act) in such form and at such time as requested by Buyer or its

Customer. Seller is required to comply with all Buyer policies relating to compliance with legal, regulatory and social obligations, including by way of example and not limitation, Buyer's Conflict Minerals policy (which may be amended from time to time). Seller shall also contractually require its supply base (and its suppliers' supply base) to comply with all obligations under this paragraph. The Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Supplies or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller's noncompliance.

14. **Customer Requirements.** As directed by Buyer in writing, Seller agrees to comply with the applicable terms of any agreements, including, without limitation, quality terms and conditions, between Buyer and its customer(s) to whom Buyer provides the Supplies, as incorporated into assemblies supplied to such customer(s). Buyer may, in its discretion, provide Seller with information regarding purchase orders from its customer(s). Seller will be responsible for ascertaining how such customer purchase order information affects Seller's obligations under the Order, and Seller will meet all such disclosed customer terms to the extent within Seller's control. By written notice to Seller, Buyer may elect to have the provisions of this Section prevail over any conflicting term between Buyer and Seller.

15. **Indemnification.** To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless Buyer, Buyer's customers (both direct and indirect, including manufacturers of vehicles in which Supplies are incorporated), and dealers and users of the products sold by Buyer (or the vehicles in which they are incorporated) and all of their respective agents, successors and assigns, 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 Supplies, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of an Order (including any part of these Terms). If Seller performs any work on Buyer's or Buyer's customer's premises or utilizes the property of Buyer or Buyer's customer, whether on or off Buyer's or Buyer's customer's premises: (a) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's or Buyer's customer's property, except to the extent caused by

Buyer's gross negligence.

16. **Insurance.** Seller shall obtain and maintain insurance coverage in the following minimum amounts with reputable and financially responsible underwriters acceptable to the Buyer and having an A.M Best rating of at least A-VIII: workmen's compensation - statutory limits for jurisdictions in which work is to be performed; employer's liability-\$1,000,000; comprehensive general liability with limits not less than \$10,000,000 per occurrence; automobile liability/bodily injury with limits not less than \$5,000,000 per person for bodily injury and \$10,000,000 per accident for bodily injury, and \$5,000,000 per accident for property damage. An umbrella policy may be used to satisfy the required policy limits. All policies shall be issued by an insurer licensed to do business in the national, state/provincial, and local jurisdiction where Buyer shall use and sell the Goods. The comprehensive general liability insurance shall be an occurrence form of policy and cover global liability arising from products liability, premises, operations, independent contractor, products-completed operations, personal injury and advertising injury, recall and liability assumed under contract. Buyer shall be named as an additional insured under all policies except workers compensation. The Workers Compensation, General Liability, Automobile Liability and any Umbrella Liability policies each will include a waiver of subrogation in favor of Buyer. Seller also waives subrogation against Buyer. Seller will furnish to Buyer a certificate showing compliance with this requirement or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer (and, if applicable, Buyer's customers) will receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence of insurance does not release Seller of its obligations or liabilities under the Order.

17. **Insolvency.** The Order may be terminated immediately by Buyer without liability to Seller if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorneys' and other professional fees: (a) Seller becomes insolvent; (b) Seller files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Seller; (d) a receiver or trustee is appointed for Seller; (e) Seller needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under the Order; or (f) Seller executes an assignment for the benefit of creditors. Upon request by Buyer, Seller shall promptly deliver to Buyer financial and other information Buyer may reasonably require to demonstrate that Seller will be able to perform its obligations under an Order (including but not limited to financial statements and balance sheets).

18. **Termination for Breach or Nonperformance.** Buyer reserves the right to terminate all or any part of the Order, without liability to Seller, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order; (b) fails or threatens not to deliver Supplies or perform services in connection with the Order; (c) fails to make progress or to meet quality requirements so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; or (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller. Seller will notify Buyer within ten days after entering into any negotiations that could lead to the situation specified in subsection

(d) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction.

19. **Termination.** In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may, at its option, immediately terminate all or any part of the Order at any time and for any reason by giving written notice (electronic or otherwise) to Seller. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will: (a) promptly terminate all work under the Order; (b) transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller 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 Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's reasonable request, cooperate with Buyer in transferring the production of Supplies to a different supplier. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Supplies in the quantities ordered by Buyer that conform to the Order; (ii) Seller's reasonable actual cost of work-in process and the parts and materials transferred to Buyer under part (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination; and (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d). Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller 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 Buyer. Buyer's obligation upon termination under this Section will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination (or such shorter period as may be required by Buyer's customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Order or portion thereof because of a default or breach by Seller. If Buyer's customer requires Buyer to subcontract all or a portion of its duties or obligations to a designated Seller or subcontractor, the designated Seller or subcontractor is responsible for a breach of Buyer's contract with the customer caused by the designated Seller's or subcontractor's failure to meet its warranty, delivery, pricing or other contractual obligations to Buyer's customer or to Buyer. Seller shall not terminate the agreement or suspend performance for any reason except for material breach by Buyer which remains uncured for a reasonable time after written notice of breach. Seller has no other cause to terminate the agreement other than for uncured material breach by the Buyer.

20. **Force Majeure.** Neither Party shall be liable for a delay or failure to perform directly attributable to a force majeure event, provided that the Party seeking to claim this protection must

give written notice of the occurrence of a force majeure event and of the possible delay or non-performance caused by it as soon as reasonably practicable after learning of it. A force majeure event is a cause or event that is beyond the reasonable control of a Party and that is not attributable to its fault or failure to exercise due care, including, without limitation, acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances (other than those to Supplier's own work force that could have been avoided), pandemics, flood, earthquake, fire or explosion not caused by a Party's negligence, or any other causes beyond the reasonable control of the Party providing notice. Delays or non-performance of a subcontractor or Supplier of a Party are force majeure events only if and only to the extent that the subcontractor or Supplier's delay or non-performance is itself attributable to a force majeure event. Force majeure events do not include any failure to comply with applicable law or to take actions that are reasonably necessary to prepare for an event of which public notice has been given, nor does any change in cost or availability of materials, components or services to Supplier based on market conditions, Supplier actions, labor disruptions, government actions, or contract disputes. Supplier shall resolve any open issues or options regarding allocation in favor of Buyer. The impacted Party shall give written notice to the other Party as soon as it learns of a force majeure event, and the Parties shall share information and take all reasonable measures to mitigate the effects of the force majeure event.

21. **Technical Information Disclosed to Buyer.** Seller shall not assert any claim against Buyer, Buyer's customers, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Buyer in connection with the Supplies covered by the Order, except to the extent expressly covered by a separate written confidentiality and/or license agreement signed by Buyer or by a valid patent expressly disclosed to Buyer prior to or at the time of the Order.

22. **Proprietary Rights.** Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against claims of direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Supplies procured or provided by Seller (including without limitation their manufacture, purchase, use and/or sale), including such claims where Seller has provided only part of Supplies, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such infringement is actually embodied in designs created by Buyer and provided in writing to Seller; (b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third party claim asserted against Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, moral, industrial design right or misuse or misappropriation of trade secret); (c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Supplies delivered under the Order without payment of any royalty or other compensation to Seller; (d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written consent; (e) to assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction

of Seller, in the performance of the Order; (f) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (g) to the extent that the Order is issued for the creation of copyrightable works, that the works will be considered “works made for hire,” and to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights and moral rights therein. Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order (including without limitation computer programs, technical specifications, documentation and manuals) will be original to Seller and will not incorporate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Except as expressly agreed by Buyer in a signed writing, all Supplies or other deliverables provided under the Order, and all related intellectual property rights, are owned solely by Buyer. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section. Each Party shall retain exclusive ownership of all patents, patent applications, inventions, developments, trade secrets, ideas, improvements and other intellectual property rights (hereinafter called “Intellectual Property”) which were its property prior to the date of an Order (“Background IP”), provided that Seller hereby grants to Buyer at no additional cost a worldwide, nonexclusive, sublicensable (including to Buyer’s customer(s) under an Order), nontransferable and irrevocable during the term of an Order license to use, sell, offer to sell, practice, import, export, distribute, reproduce, modify, make, have made, prepare derivative works from, display, and perform all Background IP in connection with the Supplies.

23. **Buyer’s Property.** All tooling (including fixtures, gauges, jigs, patterns, castings, cavity dies and molds, with all related appurtenances, accessions, and accessories), packaging and all documents, standards or specifications, trade secrets, proprietary information and other materials and items furnished by Buyer, either directly or indirectly to Seller to perform the Order or for which Seller is reimbursed by Buyer (collectively, “Buyer’s Property”), will remain Buyer’s property. Buyer’s Property will be held by Seller or by a third party, to the extent that Seller has transferred possession of Buyer’s Property to a third party, on a bailment basis as a bailee-at-will. Seller bears the risk of loss of and damage to Buyer’s Property. Buyer’s Property will be housed, maintained, repaired and replaced by Seller at Seller’s expense in good working condition capable of producing Supplies meeting all applicable specifications, will not be used by Seller for any purpose other than the performance of the Order, will be deemed personal property, will be conspicuously marked by Seller as the property of Buyer, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller’s premises without Buyer’s prior written approval. Seller will insure Buyer’s Property with full fire and extended coverage insurance for its replacement value. Seller may not release or dispose of Buyer’s Property to any third party or to any different Seller location after PPAP without the express written permission of Buyer. Buyer will have the right to enter Seller’s premises to inspect Buyer’s Property and Seller’s records regarding Buyer’s Property. Only Buyer (or Buyer’s affiliates and/or customer) has any right, title or interest in Buyer’s Property, except for Seller’s limited right, subject to Buyer’s sole discretion, to use Buyer’s Property in the manufacture of Supplies. Buyer and its affiliates have the right to take immediate possession of Buyer’s Property at any time without payment of any kind. Seller shall cooperate fully with Buyer if Buyer elects to take possession of Buyer’s Property. Effective immediately upon written notice to Seller,

without further notice or legal action, Buyer has the right to enter the premises of Seller and take possession of all of Buyer's Property. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property will be immediately released to Buyer or delivered by Seller to Buyer either (i) F.O.B. (F.C.A. for international shipments) transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of Buyer's selected carrier, or (ii) to any location designated by Buyer, in which case Buyer will pay Seller the reasonable costs of delivery. Seller waives, to the extent permitted by law, any lien or other rights that Seller might otherwise have on any of Buyer's Property, including for the cost of Buyer's Property and/or any repairs on Buyer's Property or for the price of any Supplies made with Buyer's Property.

24. **Seller's Property.** Seller, at its expense, will furnish, keep in good working condition capable of producing Supplies meeting all applicable specifications, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items that are not Buyer's Property and that are necessary for the production of Supplies ("Seller's Property"). Seller will insure Seller's Property with full fire and extended coverage insurance for its replacement value. If Seller uses Seller's Property to produce goods or services similar to Supplies for other customers, including aftermarket customers, such goods or services will not incorporate any of Buyer's logos, trademarks, trade names or part numbers. Seller will not disclose or imply in its marketing efforts that such goods or services are equivalent to those purchased by Buyer. Seller may not use any Buyer's Property to produce any Supplies that are not for Buyer, under an Order issued by Buyer. Seller grants to Buyer an irrevocable option to take possession of and title to Seller's Property that is dedicated to the production of Supplies under the Order upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items. This option does not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods is being sold by Seller to others.

25. **Tooling; Property...** This Section applies only to orders for tooling. Buyer will have access to Seller's premises, prior and subsequent to payment, to inspect work performed and to verify charges submitted by Seller against the Order or amendment. The price set forth in the Order or amendment will be adjusted so as to credit Buyer in the amount, if any, by which the price exceeds Seller's actual cost as verified. Seller further agrees to retain all cost records for the period that the part is in regular and service production or for two years after receiving final payment of the charges whichever is longer. All tools are to be made to Buyer's specifications (or, where directed by Buyer, those of Buyer's customer). Any exception to such specifications must be stated in writing on the Order or otherwise in a signed writing by Buyer. To the extent the Order expressly states that it is for "tooling" and unless otherwise stated in the Order, freight terms are F.O.B. Origin, Freight Collect; and Seller should not prepay or add freight charges. Payment for tooling is subject to the terms in Section 8 above.

26. **Set-Off; Recoupment.** In addition to any right of setoff or recoupment provided by law,

all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

27. **Confidentiality.** Confidential information includes, but is not limited to: (a) Information about processes, systems and equipment as well as other commercial and technical details; b) Product specifications, drawings and other specifications; c) Know-how, unpublished property rights and other working results achieved or utilized within the scope of the cooperation; and/or d) Other non-public information relating to a party that becomes known to the other party within the scope of the cooperation. The Parties hereby confirm that every employee and all other representatives appointed to implement this Agreement and the individual orders and delivery schedules related hereto are bound by corresponding confidentiality obligations. The confidentiality obligations stipulated in this Agreement do not apply if and to the extent to which the relevant information verifiably: a) Is in the public domain, or b) Enters the public domain without any fault of the party obliged to maintain confidentiality; or c) Was or is legally acquired from a third party, or d) Is already known to the receiving party.

In addition, disclosure by the Buyer towards his customers of the Supplier's identity as manufacturer of the Products will not be considered a breach of confidentiality obligations.

Where the Buyer reimburses the Supplier for development services rendered through a one-off payment, allocation to the parts price or in some other way, the Supplier shall grant the Buyer in respect of its copyrighted results (i.e., drafts, drawings, sketches, layouts, blueprints, plans, design data, information) connected with development and delivery to the Buyer a non-exclusive, irrevocable, transferrable right - unlimited in terms of time, territory and content - to use, modify, edit or distribute such results free of charge and in any way. At the request of the disclosing party, the receiving party must return all documentation made available by the disclosing party without delay following termination of this Agreement and must destroy all copies, extracts and similar produced and delete all saved data unless there is a statutory obligation to retain the documents.

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

29. **Relationship of Parties.** Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with

respect to employees or agents of Seller or its contractors.

30. **Conflict of Interest.** Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating in the performance of the Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or its performance of the Order.

31. **Non-Assignment.** Seller may not assign or delegate its obligations under the Order without Buyer's prior written consent. In the event of any approved assignment or delegation authorized by Buyer, Seller retains all responsibility for Supplies, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

32. **Audit and Examination Rights.** Seller shall maintain general records relating to an Order for a period of not less than ten years after completion of final delivery of Supplies pursuant to that Order or for any longer periods which may be required by applicable law. Seller shall maintain records of all purchasing, costing, quoting, manufacture, testing and inspection of or related to the Supplies and/or an Order during the performance of an Order and for such longer periods as may be specified in an Order, but not less than ten years after the last delivery of the Supplies to Buyer or as required by law. Buyer or its authorized agents and representatives shall have the right at any time during normal business hours of Seller and with one day's prior notice to audit records and to examine facilities, Supplies, Buyer's or Seller's Property, materials, and equipment. If any such audit or examination discloses any inaccurate information, including any overpayment by Buyer to Seller, Seller shall pay Buyer, within 14 days after receipt of notice from Buyer, the amount of any overpayment, with interest at the prime rate then charged by Buyer's bank (expressed as an annual interest rate) plus 4%, plus Buyer's cost incurred in connection with such audit, examination and/or collection activities, including but not limited to actual and reasonable attorney and accounting fees and other costs. Seller shall obtain from its suppliers and subcontractors the same audit and examination rights for the benefit of Buyer.

33. **Cybersecurity.**

(a) Enterprise Cybersecurity. Seller 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, prevent disruption of the supply of Supplies, and respond in a timely and effective manner to any cybersecurity incident that may compromise any Confidential Information or disrupt supply of Supplies; (ii) promptly, but no more than 24 hours subsequent to the Supplier's first knowledge of the incident, notify the Buyer of any attempted or actual unauthorized possession, access, use, or knowledge of the Buyer's Confidential Information by any person or entity that may become known or suspected by Supplier, including furnishing full details of the attempted or actual unauthorized possession, access, use, or knowledge, with updates as new information becomes known; (iii) adopt other reasonable cybersecurity measures identified by Seller or Buyer; and (iv) upon request, at Seller's expense, demonstrate compliance through a third-party audit or other reasonable measure agreed upon by the Buyer.

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

(c) Supply Chain Cybersecurity. Seller shall ensure its subcontractors and suppliers are contractually bound to comply with the provisions of this Section.

34. **Sales Tax Exemption.** Buyer certifies that Supplies purchased under the Order and identified as industrial processing are eligible for state and federal sales tax exemption under the federal identification number indicated in the Order or otherwise provided by Buyer.

35. **Governing Law; Jurisdiction.** An Order is to be construed and enforced according to the laws of the United States of America and the State of Wisconsin, including the Uniform Commercial Code and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any choice of law provisions that require application of any other law. The parties consent and submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Wisconsin or the Marinette County Circuit Court, State of Wisconsin, to resolve any issues arising under or related to an Order or the furnishing of Supplies by Seller to Buyer provided that, at Buyer's sole option and discretion, Buyer may elect to file suit against Seller in any state, Federal, or foreign court with jurisdiction over any location of Seller.

36. **Language; Severability; No Implied Waiver.** The parties acknowledge that it is their wish that these terms 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, 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.

37. **Survival.** The obligations of Seller to Buyer survive termination of the Order, except as otherwise provided in the Order.

38. **Entire Agreement; Modifications.** Except as described in Section 1, the Order, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced therein, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Order. The Order may only be modified by a written amendment executed by authorized representatives of each party or, for changes allowed by these Terms, by a purchase order amendment issued by Buyer. Buyer may modify these Terms with respect to future Orders at any time. Such revised Terms will apply to all Orders issued thereafter.