



Zhongshan GST Autoleather Co. Ltd.

GLOBAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions.

- a) The term "Buyer", whenever used herein, shall mean Zhongshan GST Autoleather Co. Ltd., a China corporation, or its applicable affiliate or subsidiary.
- b) The party with which the Purchase Order is placed is referred to herein as "Seller".
- c) The goods and/or labor or services described in and covered by the Purchase Order are referred to herein as the "Products," which term includes both goods and services unless the context clearly requires otherwise, and, as to goods, includes all parts, tooling, portions, items, attachments, repairs, replacements and substitutions thereof.
- d) The terms "Purchase Order," "herein" and "hereto" refer to and include the Letter of Acceptance (if signed by an Authorized Representative of Buyer), the face of the Purchase Order, these Global Terms and Conditions of Purchase, releases against blanket Purchase Orders that incorporate the terms of a Purchase Order by reference, the "Customer Contracts" (as defined below) and all other documents specifically made a part of the Purchase Order in a Signed Writing by an Authorized Representative of Buyer.
- e) "Signed Writing" means a physically signed writing or an express electronic approval by an Authorized Representative of Buyer.
- f) "Authorized Representative of Buyer" means a vice president or more senior officer of Buyer or such individual's designee as set forth in a Signed Writing.
- g) "Buyer's Plant" means the plant of Buyer at the address of which appears on the face of the Purchase Order.
- h) "Customer Contracts" means any and all contracts and agreements between Buyer and its customer regarding the Products, including without limitation, any customer issued award letter, purchase order, specifications, supplier requirements manual, quality manual or terms and conditions of purchase.
- i) "Interest" means interest in the principal amount owed accruing from demand through the date of repayment at the prime rate of Bank of America Delaware, as adjusted from time to time, plus one percent (1%) per annum.
- j) "Person" means any natural person, corporation, partnership, governmental authority or other legal entity.

k) "Third Party" means any Person, including Buyer's customer, other than Buyer or Seller.

l) "Seller Document" means any bill of lading, quotation, acknowledgment, invoice or other document, whether in electronic or printed form, issued by Seller.

2. Entire Agreement. THIS PURCHASE ORDER CONTAINS THE FULL UNDERSTANDING OF THE PARTIES AND SUPERSEDES ALL OTHER AGREEMENTS, UNDERSTANDINGS, OR REPRESENTATIONS BY OR BETWEEN THE PARTIES, WRITTEN OR ORAL, REGARDING THE PRODUCTS AND THE SUBJECT MATTER OF THIS PURCHASE ORDER. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 36, NO ADDITIONAL TERMS, CONDITIONS, CONSENT, WAIVER, ALTERATION, OR MODIFICATION SHALL BE BINDING UNLESS APPROVED IN A SIGNED WRITING BY AN AUTHORIZED REPRESENTATIVE OF BUYER. Reference in the Purchase Order to any Seller Document does not imply acceptance of any terms and conditions therein, which, if in addition to or inconsistent with the terms and conditions contained herein, shall not be part of the agreement between the parties.

3. Offer; Acceptance; No Modification. A Purchase Order is an offer to Seller by Buyer to enter into the agreement that the Purchase Order describes. Seller's written acceptance of a Purchase Order or commencement of work under a Purchase Order with or without written acceptance of the Purchase Order, will constitute unconditional acceptance of the offer by Seller and such acceptance is expressly limited to the terms of the Purchase Order. Any Seller Document, to the extent containing terms in addition to or inconsistent with the terms of the Purchase Order, or a rejection of any terms of the Purchase Order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless specifically accepted in a Signed Writing by an Authorized Representative of Buyer.

a) This clause shall constitute a continuing objection to any such terms or rejections not specifically so accepted by Buyer. However, commencement of performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms of the Purchase Order and an acceptance by Seller hereof, notwithstanding prior dealings or usage of trade.

4. Changes. Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to the Products under any Purchase Order, including, but not limited to, changes in the design (including drawings and specifications), materials, processing, methods of packing and shipping and the date or place of delivery of the

Products covered by the Purchase Order or to otherwise change the scope of the work covered by the Purchase Order including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any differences in time for performance or cost under the Purchase Order resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to the Global Terms and Conditions of a Purchase Order shall be made in accordance with Section 38.

5. Sourcing Limitations. Unless the Purchase Order expressly states that Seller shall produce one hundred percent (100%) of Buyer's requirements for Products, Buyer shall have the right, in its sole discretion, to obtain any portion of such Products from another Third Party source or from Buyer's internal sources.
6. Volume Projections. Seller acknowledges that any estimates, forecasts or projections of future anticipated volume or quantity requirements for Products provided by Buyer are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, other than as expressly stated in Section 20 hereof, regarding any such estimates, forecasts or projections provided to Seller, including with respect to the accuracy or completeness of any such estimates, forecasts or projections.
7. Product Fabrication; Schedules; Delay in Delivery; Protection Against Supply Disruptions.
 - a) Seller shall not fabricate any of the Products or procure any of the materials required in their fabrication, and Buyer shall have no obligation as to the same, except to the extent expressly authorized in the Purchase Order or in written instructions forwarded to Seller by Buyer. Deliveries are to be made in quantities and at the times specified on the face of the Purchase Order or in written instructions forwarded to Seller by Buyer, but Buyer may from time to time, subject to Section 4 hereof, change such quantities and times, or direct temporary suspension of the scheduled deliveries, without any liability whatsoever.
 - b) Buyer and Seller each acknowledge that time is of the essence. Each party is dependent upon the other to meet their delivery dates. If Seller, for any reason, including force majeure (notwithstanding the provisions of Section 26 to the contrary), does not comply with Buyer's delivery schedule as agreed to under the Purchase Order, Buyer at its option may (a) approve a revised delivery schedule; (b) require, at Seller's expense, shipment of any of the Products by a more expeditious method of transportation; (c) terminate the Purchase Order without liability to Seller on account thereof; or (d) pursue any other of Buyer's rights or remedies hereunder, under applicable law or in equity. Seller is responsible for the payment of all costs, liabilities and expenses incurred by Buyer as a result of Seller's failure to comply with the delivery schedule set forth on any Purchase Order and further agrees to indemnify Buyer for all Losses (as defined in Section 19) which arise as a result of Seller's failure to comply with such schedules.
 - c) Seller will, at Seller's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of Products to Buyer for not less than thirty (30) days during any foreseeable or anticipated event or circumstance, the occurrence of which could interrupt or delay Buyer's production or Seller's performance under the Purchase Order,

including, without limitation, any labor disruption, whether or not resulting from the expiration of Seller's labor contracts.

- d) Seller will notify Buyer immediately of any actual or potential labor dispute affecting Seller or its suppliers which delays or threatens to delay timely performance of the Purchase Order, and will include all relevant information to Buyer. Seller will notify Buyer in writing six (6) months in advance of the expiration of any current labor contract of Seller. Prior to the expiration of any labor contract of Seller, Seller will establish, at its expense (unless otherwise agreed to in a Signed Writing executed by Seller and an Authorized Representative of Buyer), a thirty (30) working day supply of Products in a neutral warehouse site disclosed to Buyer and located in the United States or at least fifty (50) miles from Seller's manufacturing locations. Such supply of Products will be in place at least ten (10) working days prior to the expiration of any such contract. The warehouse site and supply of Products described in this Section will be subject to Buyer's audit rights under Section 36 of these Global Terms and Conditions of Purchase.
 - e) This Section shall not constitute a waiver or and is without prejudice to any and all of Buyer's other rights and remedies under the Purchase Order or applicable law, all of which are hereby reserved.
8. Shipping.
 - a) Seller agrees (i) to properly pack, mark and ship Products in accordance with the requirements of Buyer and in the involved carrier in manner to secure the lowest transportation cost; (ii) to route shipment in accordance with Buyer's instructions; (iii) to make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.) cost of vehicle or other transport expenses or drayage of Products unless otherwise approved by Buyer on the face of a Purchase Order or a Purchase Order amendment or in a Signed Writing by an Authorized Representative of Buyer; (iv) to provide with each shipment papers showing the Purchase Order number, Purchase Order amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name and vendor number, the bill of lading number and the country of origin; and (v) to promptly forward the original bill of lading or other shipment receipt for each shipment in accordance with Buyer's instructions and carrier requirements. The marks on each package and identification of the Products on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the Products purchased.
 - b) For Products that may contain potentially hazardous and/or restricted materials, if requested by Buyer, Seller shall promptly furnish to Buyer in whatever form and detail Buyer requests (i) a list of all potentially hazardous ingredients in the Products, (ii) the quantity of one or more such ingredients, and (iii) information concerning any changes in or additions to such ingredients. Before shipping the Products, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the Products, containers and packing) of any hazardous material that is an ingredient or a part of any of the Products, together with such special handling instructions necessary to advise the involved carriers, Buyer, and their respective employees how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers and packing shipped

to Buyer. Seller shall comply with all applicable federal, state, local and foreign laws and regulations pertaining to product and warning labels. If Products are shipped by Seller to European destinations, before shipments are made, Seller shall notify Buyer of the "Classification of Dangerous Products" as required by the European Agreement concerning the "International Carriage of Dangerous Products".

- c) Any packaging made of wood (including pallets) must conform to the international softwood standards, including USDA Regulations on Wood Packaging Material Imports. In the event Seller fails to comply with such standards, Seller shall be liable for all related replacement and transportation costs.

9. Customs Drawback Documents, Other Governmental Requirements, and Export Controls.

- a) Upon Buyer's request, Seller shall furnish promptly all documents required for customs drawback purposes, properly completed in accordance with government regulations applicable thereto. Seller shall furthermore, at its expense, provide all information necessary (including written documentation and electronic transaction records relating to the Products, tooling and equipment necessary for Buyer to fulfill any customs-related or other Governmental agency-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Buyer to claim preferential duty treatment at the time of entry for Products tooling and equipment eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the Products to be covered by any applicable duty deferral or free trade zone program(s) of the country of import. Seller shall, at its expense, provide Buyer or Buyer's nominated service provider with all documentation to enable the Products to be exported, and obtain all export licenses or authorizations necessary for the export of the Products, tooling and equipment unless otherwise indicated in the Purchase Order, in which event Seller shall provide all information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Credits or benefits resulting or arising from any Purchase Order, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer.
- b) Seller is responsible for any incorrect information provided by Seller or any non-compliance with the U.S. Customs Regulations by Seller that results in penalties and/or additional duties for Buyer. Seller also acknowledges and agrees to adhere to all security procedures required by the Customs-Trade Partnership Against Terrorism (C-TPAT). Seller shall share with Buyer any audit or inspection information related to C-TPAT inspection and/or validation at Seller's location.

10. Title and Risk of Loss. Title to and risk of loss of all Products subject to the Purchase Order shall remain with Seller until delivery and acceptance of the Products at Buyer's Plant or the port or other destination set forth on the Purchase Order.

11. Payment Not Acceptance; Nonconforming Products.

- a) Payment for Products shall not constitute acceptance, and all Products shall be subject to Buyer's inspection and rejection. Neither payment nor acceptance shall constitute acknowledgment of the absence of breach of warranty or limit any of Buyer's rights or remedies hereunder, under applicable law or in equity.

b) If Buyer determines that any of the Products fail to conform to the requirements of the Purchase Order, even if the nonconformity does not become apparent to Buyer until the manufacturing, processing, or assembly stage or later, then Buyer may, in its sole and absolute discretion, take any of the following actions in addition to any other rights or remedies available to Buyer under the Purchase Order or at law or in equity:

- i) Reject the Products, return them to Seller at Seller's risk and expense and receive an immediate refund of all funds paid for such goods and the costs incurred as a result of such nonconforming Products,
- ii) Require that Seller rework, reprocess or replace the Products without delay as solely and exclusively determined by Buyer;
- iii) If the Seller does not comply and/or is unable to perform reworking, reprocessing or replacing any or all defective Products within the reasonable time established by Buyer, Buyer reserves the right to rework, reprocess or replace the Products as it best determines, but at the Seller's sole cost and expense.

c) Seller shall reimburse Buyer for (a) any amounts paid by Buyer on account of the purchase price of any rejected nonconforming Products, and (b) any costs incurred by Buyer in connection with the nonconforming Products, including, but not limited to inspection, sorting, testing, evaluations, storage, rework, reprocessing, and all customer charges, debits, or other action by the Buyer's customer for the cost of replacing defective Product, line stoppages, replacing Products in existing vehicles, end-customer warranty and/or field failures, recall campaigns and any other delay or disruption incurred by Buyer or its customers.

d) If Buyer has not paid Seller for any or all of the defective Products, Buyer may at its sole discretion, debit Seller's open invoices for the value of the defective Products, damages, and costs as set forth above.

e) Buyer is obliged to pay Seller for nonconforming Products only after Seller has completed the rework, reprocessing or replacement to Buyer's satisfaction and Seller has paid to Buyer all cost incurred by Buyer as set forth above.

12. Price and Payment.

a) Seller agrees and accepts that all Buyer Official Requests for Quotation shall be administered by Buyer's Purchasing Department. If Buyer accepts Seller's quotation for the Products, Seller will receive a Letter of Acceptance, signed by an Authorized Representative of Buyer, and Seller shall return a countersigned Letter of Acceptance to Buyer's Purchasing Department within three (3) business days. The agreed prices, where applicable excluding Value Added Tax ("VAT"), and time period those prices are valid shall be established by the Letter of Acceptance and shall supersede all other documents, price lists, Seller information, and Seller Documents. Seller accepts and agrees that the prices reflected on the Letter of Acceptance shall be used by Buyer to generate Purchase Orders for the Products.

b) Buyer shall pay to Seller the price for the Products reflected in the Letter of Acceptance, and any Purchase Order generated by Buyer.

- c) Unless otherwise approved in a Signed Writing by an Authorized Representative of Buyer, Buyer shall render payment to Seller not less than sixty (60) days after the end of the calendar month on receipt and validation of Seller's invoice and after confirming acceptance and receipt of the Products by Buyer. If the Products are subject to VAT, Buyer will pay VAT to Seller at the applicable rate and upon the same terms above. Seller is solely and exclusively responsible to provide Buyer with a valid tax invoice and a monthly statement. In the event Seller does not and/or is unable to submit a valid tax invoice and statement to Buyer reflecting correctly the Purchase Order number and, if applicable, Seller VAT number, Buyer shall not be responsible to render payment.
- d) All prices are fixed for each Purchase Order at the issuance of the Purchase Order. Seller shall not increase pricing for any reason including, but not limited to, variations to take account of exchange rate fluctuations or raw material prices. Any price increase shall be invalid unless in a Signed Writing by an Authorized Representative of Buyer.
- e) Payment shall be made in U.S. Dollars unless otherwise advised by Buyer.
13. Set Off. In addition to any right of setoff or recoupment provided or allowed by law, all amounts due Seller, or any of its affiliates shall be considered net of indebtedness or obligations of Seller, or any of its affiliates to Buyer or any of its affiliates, and Buyer or any of its affiliates may setoff against or recoup from any amounts due or to become due from Seller, or any of its affiliates to Buyer or any of its affiliates however and whenever arising.
14. Taxes. Except as may be otherwise provided on the face of the Purchase Order, Seller shall pay, out of the purchase price, all federal, state, provincial, and local taxes and any duties applicable to provision of the Products.
15. Non-Infringement; Ownership and Licenses.
- a) For the purposes of any Purchase Order, "Deliverables" means any and all copyrightable works of original authorship (including but not limited to computer programs, technical specifications, documentation and manuals), ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, trademarks, results of testing, results of research, patentable subject matter, application and/or discovery, and improvements in the design of the Products or any alternative or improved method of accomplishing the objectives of the Purchase Order, and/or any other intellectual property created or developed by Seller in connection with and/or in the course of performing any Purchase Order (separately or as a part of any Products).
- b) Seller warrants that: (i) the manufacture, sale and use of the Products (before and after incorporation into goods during manufacture, processing or assembly) do not and will not infringe any patents, trademarks, copyrights, trade secrets or other intellectual property rights, United States or foreign, of any Person; and (ii) all Deliverables shall be original to Seller and shall not incorporate any intellectual property (including copyright, patent, trade secret, mask work or trademark rights) of any third party.
- c) Buyer owns and shall retain all rights, title and interests, including all intellectual property rights, in and to all Deliverables. All Deliverables are "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Seller owns any intellectual property rights in the Deliverables, Seller hereby assigns to Buyer all rights, title and interest, including copyrights and patent rights, in such Deliverables. All Deliverables are confidential and proprietary property of Buyer, whether such Deliverables or any portions thereof can be copyrighted or patented or not, and Seller shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent, copyright, or otherwise perfect or protect such Deliverables for the benefit of Buyer.
- d) Seller grants to Buyer an irrevocable, non-exclusive, worldwide license with the right to grant sublicenses to affiliates to use and practice any technical information, know how, copyrights, patents or other rights, now or hereafter, owned or controlled by Seller or its affiliates to make, have made, use, have used, sell and offer to sell any Products provided by Seller under each Purchase Order. This license shall be effective from the first delivery of Products under the Purchase Order. Buyer's license shall be royalty-free, fully paid-up, permanent and irrevocable. In addition, Seller warrants that it is aware of the uses to which the Products are to be put, and grants to Buyer, and each Person to which the Products are provided, a royalty-free, paid-up, unrestricted, irrevocable and perpetual license, with a right to sublicense to others, to use, repair and reconstruct the Products in any manner, and warrants that Seller has full right to grant said license.
- e) At Buyer's request, Seller will furnish to Buyer all other information and data of Seller which Buyer deems necessary to understand the operation and to maintain the goods and Products delivered under a Purchase Order, and to understand and apply the information and data of Section 15 (d) hereof, with no restrictions on use other than Seller's patent rights. Seller will also furnish to Buyer, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under a Purchase Order. At Buyer's request, Seller also will discuss with Buyer or another party designated by Buyer, without restrictions on use or disclosure, any potential design, quality or manufacturing problems with Products Seller worked on or produced pursuant to a Purchase Order.
- f) Seller shall ensure that any subcontractors to Seller shall have contracts with Seller in writing consistent with the terms of this Section 15 to ensure that the protections required by Buyer from Seller are also received from subcontractors for the benefit of Buyer and Seller.
- g) Seller shall ensure all documents and information prepared and applied in the course of providing Buyer with the Products, including the Deliverables, are in the native business language of the Buyer facility to which the Products are being supplied and also in English.
16. Quality Requirements and Standards.
- a) Seller shall obtain and maintain ISO 14001 certification. Before supplying Products to Buyer, Seller must provide a copy of its certificate Buyer's Purchasing Department. If a Seller is not ISO 14001 certified and it has an agreement to supply Buyer prior to achieving ISO certification you must provide a certification compliance plan with timing to Buyer Purchasing and receive a letter from Buyer Purchasing, authorizing a deviation from these Global Terms and Conditions prior to shipment of goods. If at any time Seller

loses its ISO certification it shall notify Buyer's Purchasing Department prior to the next scheduled delivery of Products. Any supply of Products without confirmation of ISO certification or deviation approval are at the full and total expense of the Seller and does not obligate Buyer to render payment.

- b) Seller shall maintain and regularly review and update its quality control standards and inspection methods. Seller shall comply with Buyer's Quality Control Instructions with particular emphasis on the initial management of new products, formulations, engineering and process changes relating to Buyer product specifications. In accordance with and as requested by Buyer Quality Control Instructions and procedures, Seller shall provide without delay any and all documents, data, and information, electronic or otherwise, relating to the quality of the Products, including but not limited to test results required by the Purchase Order, including the Customer Contracts. Seller's failure to provide and/or threat to withhold from Buyer or its customer delivery of any and all such documents, data, and information shall constitute a breach of the Purchase Order.

17. Warranties; Remedies.

- a) In addition to any other express and implied warranties provided by law or otherwise, Seller warrants that each Product (whether goods or services) shall: (i) be new and conform to the Purchase Order in all respects; (ii) conform to all specifications, standards, drawings, samples or descriptions furnished to or by Buyer, and all industry standards, laws and regulations in force in the United States, or in any other countries set forth in a modification to the Purchase Order where Products or vehicles equipped with such Products are to be sold; (iii) be merchantable and fit for the purpose for which intended; (iv) be free from all defects in design, workmanship and materials and be of the highest quality and workmanship; and (v) conform to all Customer Contracts. Seller also expressly warrants that title to all of the Products shall be vested in Buyer free and clear of any and all liens and encumbrances of whatsoever nature and kind. All warranties of Seller, express and implied, and remedies of Buyer, in this Section or elsewhere, shall survive indefinitely any delivery, inspection, tests, acceptance and payment.
- b) Upon any breach of warranty, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may (i) cancel all or any portion of the Purchase Order, (ii) require Seller to repair or replace any or all Products, at Buyer's option and at Seller's sole expense, either at Buyer's Plant or at any other location designated by Buyer, (iii) require Seller to pay all transportation and other charges arising from delivery, storage and return of Products, and/or (iv) purchase replacement Products from a Third Party and charge the same to Seller.

18. Default: Seller shall be in default under a Purchase Order if (a) Seller does not comply with the Purchase Order, including the Customer Contracts, in all respects, (b) Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, (c) at any time in Buyer's sole judgment Seller's financial or other condition or progress on the Purchase Order shall be such as to endanger timely performance as required by the Purchase Order and any related Scope of Work, or (d) in the event of a Change in Control of Seller. "Change in Control" is defined as: (i) any sale, lease or exchange of a substantial portion of Seller's assets used in connection with Seller's performance under the Purchase Order, (ii) any sale or

exchange of a sufficient number of shares of Seller, or of any affiliate that controls Seller, to effect a change in management of Seller, (iii) the execution of a voting or other agreement of control with respect to Seller or any affiliate that controls Seller. Seller shall notify Buyer in writing within five (5) days of any Change in Control of Seller. Upon any default under a Purchase Order, in addition to all other remedies hereunder at law or in equity, Buyer may cancel all or any part of the Purchase Order without liability except to pay the contract price for conforming Products delivered prior to notice of cancellation.

19. Indemnification. Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, customers and each other Person to which Products are provided, and each of their shareholders, directors, officers, employees and agents, on demand, from and against any and all claims, demands, actions, causes of actions, suits, costs, fees, penalties, damages (consequential and otherwise), attorneys' fees and all other liabilities and obligations whatsoever ("Losses") arising out of or related in any way to the Products or Seller's performance or obligations under the Purchase Order including, without limitation:

- a) personal injuries, illness or death of any natural person (including, without limitation, Seller's agents and employees) or damages to any property (including without limitation, Seller's property) or any spill, discharge or emission of hazardous wastes or substances which relates to, in whole or in part, (i) any manufacturing, design or other defect, failure to warn, improper handling, improper operating installation instructions or other act or omission of Seller with respect to any of the Products, or (ii) the performance by Seller of any services, whether on property of Buyer, Seller or any Third Party;
- b) any breach of warranty made by or on behalf of Seller with respect to the Products or otherwise and any claim of a Third Party relating to any Products or their quality;
- c) any breach of the Purchase Order or any other agreement between Buyer and Seller;
- d) any recall campaign or other customer satisfaction or corrective service action in which Buyer or any customer participates (whether voluntarily or pursuant to a government mandate) in connection with inclusion of Products in goods sold by Buyer;
- e) claims alleging violation or infringement of any patent, trademark, copyright, trade secret or other intellectual property or proprietary right relating to Products provided by Seller, even if they are made to Buyer's specifications; and/or
- f) claims for any violation of any applicable law, ordinance, regulation or government authorization or order.
 - i) To the maximum extent permitted by applicable law, Seller's obligation to defend and indemnify will apply even as to Losses caused in whole or in part by an indemnitee's negligence, but Seller's indemnification shall not apply to the extent that Losses are clearly shown to have resulted solely and directly from the gross negligence or willful misconduct of such indemnitee. Seller's obligation to defend and indemnify under this Section will also apply regardless of whether the claim arises in tort, negligence, contract, warrant, strict liability or otherwise. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for the benefit of Seller under Workers' Compensation Acts, occupational disease acts, disability benefits acts or other employee benefits acts.

- ii) In furtherance and not in limitation of the foregoing, Seller agrees that it will pay Interest to Buyer, on demand, on all indemnification amounts owed, and Buyer may at its option participate in the defense of any Third Party claim with its own counsel, at Seller's expense.

20. Cancellation for the Convenience of Buyer. In addition to any other rights of Buyer to cancel or terminate all or any portion of a Purchase Order, Buyer reserves the right, at any time and for any reason (including, without limitation, Seller's non-competitiveness as defined in Section 21), upon written notice to Seller, to cancel any undelivered portion of any Purchase Order. Buyer will have such right of cancellation notwithstanding the existence of force majeure under Section 26. Upon receipt of notice of cancellation of a Purchase Order, Seller, unless otherwise directed by Buyer, will (i) terminate immediately all work under the Purchase Order; (ii) transfer title and deliver to Buyer the usable and merchantable finished Products, work in process, and parts and materials which Seller produced or acquired in accordance with the Purchase Order and which Seller cannot use in producing goods for itself or for others; (iii) verify/settle all claims by approved subcontractors for reasonable actual costs that are rendered unrecoverable by such termination and provided the recovery of materials in Seller's possession is ensured; (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instructions from Buyer have been received; and (v) upon Buyer's request, cooperate with Buyer to effect the resourcing of the Products covered by the Purchase Order to an alternative supplier designated by Buyer. Subject to the other provisions hereof, Buyer shall pay to Seller only the following amounts, without duplication, in complete and final satisfaction of any liabilities relating to the Purchase Order:

- a) The Purchase Order price for all Products received by Buyer prior to cancellation that conform to the requirements of the Purchase Order and have not previously been paid for;
 - b) Seller's reasonable actual cost of the usable and merchantable work in process, parts and materials transferred to Buyer in accordance with this Section 20;
 - c) Seller's reasonable actual cost of settling claims for the obligations Seller would have had to approved subcontractors in the absence of termination; and
 - d) Seller's reasonable actual cost of carrying out its other obligations under this Section 20.
- i) Notwithstanding the foregoing, in no event shall Buyer's obligations under this Section 20 exceed the Purchase Order prices for the Products. Seller shall use its best efforts to mitigate any and all damages under this Section 20. Within twenty (20) days after the effective date of termination under this Section 20, Seller shall furnish to Buyer its cancellation claim, together with all supporting data which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in this Section 20. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

21. Competitiveness. Seller will at all times be and remain competitive with respect to each good or service supplied to Buyer pursuant to

the Purchase Order on a total cost basis taking into account each of the following attributes: cost, quality, delivery, reliability of supply, technology, financial stability, and performance of obligations under the Purchase Order. Buyer reserves the right, at any time during the term of the Purchase Order, to market test any good or services to be supplied under the Purchase Order to determine the competitiveness of the Seller of a good or a service. To be "competitive" means to be (i) equal to or better than all other suppliers and potential suppliers of that good or service in as many of the listed attributes as any other supplier or potential supplier of similar goods or services, judged on a total cost basis, and (ii) in support of all Buyer requirements set forth in the Purchase Order to the extent that another qualified and cost-competitive supplier supports those requirements. Cost competitiveness comparisons will take into account applicable engineering, research, and development costs.

- a) If Seller is uncompetitive with respect to attributes other than cost, Buyer may terminate the Order pursuant to Section 20 of these Global Terms and Conditions of Purchase.
- b) If Seller is not cost competitive with respect to a good or service, Buyer may notify Seller of its non-competitiveness by specifying the cost competitive deficiency in a written notice (the "Cure Notice"). Upon notification, Seller must cure such deficiency by (i) submitting to Buyer within thirty (30) days of such notice of non-competitiveness a plan acceptable to Buyer for the remediation of the non-competitiveness as soon as practicable, and (ii) using Seller's reasonable best efforts to perform the plan, if Buyer, in its reasonable discretion, accepts such plan. Seller's plan will identify the actions needed to remediate its deficiency with respect to cost competitiveness and an aggressive timeline for the completion of each such action. Buyer will notify Seller of its acceptance or rejection of Seller's remediation plan within thirty (30) days of receipt of such plan. Buyer must accept a plan from Seller which is more likely than not to promptly remediate a cost competitive deficiency. However, Buyer will be entitled to use its discretion in evaluating both the probability of success and the promptness of any such plan for a cost competitive deficiency. In the event Buyer delivers a Cure Notice to Seller under this Section 21, Buyer may not terminate the Purchase Order pursuant to Section 20 of these Global Terms and Conditions of Purchase unless (i) Seller does not submit a remediation plan; (ii) Buyer rejects Seller's remediation plan; (iii) Seller fails to perform any material requirement of its remediation plan, or fails to meet any of the deadlines set forth therein; and/or (iv) upon the completion of Seller's remediation plan, Seller remains uncompetitive with respect to cost.

22. Transition of Supply. Upon the expiration or earlier termination of the Purchase Order or any part thereof for whatever reason, Seller agrees to take such action as may be reasonably required by Buyer to accomplish the transition from Seller to an alternative seller, including, without limitation the actions set forth below. The term "alternative seller" expressly includes, but is not limited to, a Buyer-owned facility.

- a) Seller shall provide all notices necessary or desirable for Buyer to resource the Products to an alternative seller.
- b) Seller shall provide a sufficient bank of Products covered by the Purchase Order, as determined by Buyer in its sole discretion, to ensure that the transition to any alternative seller chosen by Buyer will proceed smoothly.
- c) Seller shall return to Buyer all "Buyer's Property", as defined in Section 24, and any other property furnished by or belonging

to Buyer or any of Buyer's Customers in as good as condition as when received by Seller, reasonable wear and tear excepted.

- d) Seller shall, at Buyer's option, (i) assign to Buyer any or all supply contracts or orders for raw material or components relating to the Purchase Order, (ii) sell to Buyer, at Seller's cost, any or all inventory and work in process relating to the Purchase Order and (iii) sell to Buyer, at the unamortized portion of the cost of such items, less any amounts Buyer previously has paid to Seller for the cost of such items, free of all liens or encumbrances, any or all "Seller's Property" relating to the Purchase Order. "Seller's Property" means any or all of Seller's supplies, materials, molds, machinery, equipment, patterns, tools, dies, jigs, fixtures, blueprints, designs, specifications, drawings, photographic negatives and positives, art work, copy layout and other items that are specially designed or configured for the manufacture of the Products under the Purchase Order. Seller shall permit Buyer to audit Seller's records to verify the amount due for any of Seller's Property.

23. Service and Replacement Parts.

- a) At Buyer's request, Seller will sell to Buyer the Products for production parts or components necessary to fulfill Buyer's or its customer's service parts requirements for such Products at the prices specified in the Purchase Order plus any actual cost differential for required unique packaging.
- b) At Buyer's request during the ten (10) year period after Buyer completes current model purchases, Seller will sell to Buyer Products to fulfill Buyer's and/or its customer's past model service and replacement requirements at the prices specified in the Purchase Order plus actual cost differentials for required unique packaging and manufacturing. One hundred and eighty (180) days prior to the expiration of such ten (10) year period, Seller shall provide written notice to Buyer of the expiration of the ten (10) year period, and Buyer and Seller will negotiate in good faith with regard to Seller's continued manufacture of service and replacement Products.

24. Tooling; Buyer's Property. Seller shall not purchase for the account of Buyer or charge to Buyer any tools, dies, jigs, molds, fixtures, patterns or other equipment (collectively, "Tools") used or useable for producing Products pursuant to any Purchase Order, unless such Tools have been listed on Seller's invoice and approved in a Signed Writing by an Authorized Representative of Buyer. Seller acknowledges that all Tools so approved, all Tools otherwise supplied by Buyer or its customer, and all Products returned by Buyer for repair or pending replacement (collectively, "Buyer's Property") are and shall be owned by Buyer and Tools shall be used only for the production of Products for Buyer. Seller shall have only temporary possession of Buyer's Property and shall deliver all or any part thereof to Buyer immediately upon demand or automatically upon any bankruptcy or insolvency filing or other event. Seller at its own expenses shall keep all Buyer's Property in good working condition and fully insured for the benefit of Buyer at all times while in Seller's possession, will keep it segregated from all other assets and labeled as being property of Buyer, and authorizes Buyer to file UCC-1 financing statements and similar documents with the appropriate filing authority to give notice of Buyer's ownership interest therein. Seller bears all responsibility for loss of and damage to any Buyer's Property, including responsibility for loss and damage which occur despite Seller's exercise of reasonable care, but excluding normal wear and tear. Seller hereby grants to Buyer the option of purchasing any Tools which are not Buyer's Property and have been used exclusively for the manufacture of the Products, at Seller's unamortized direct out-

of-pocket cost. If Seller subcontracts all or any portion of the manufacture of the Tools, Seller shall so notify Buyer in advance and obtain for Buyer all of the rights contained in this Section 24 from each subcontractor used by Seller.

25. Insurance; Waiver of Liens. Seller agrees to furnish to Buyer promptly upon request a certificate from its insurance brokers or agent showing that it carries adequate Workers' Compensation, and Comprehensive General Liability insurance coverage, including Contractual Liability insurance applicable to a Purchase Order. The certificate must show the amount of coverage, policy numbers, and date of expiration and must require the broker or agent to give Buyer thirty (30) days prior written notice of any lapse or cancellation of any policy. Buyer shall also be shown as an Additional Insured on the Comprehensive General Liability policy reflected on the certificate of insurance if services are to be performed on Buyer's premises. If Seller is self-insured for Workers' Compensation coverage, it will, if requested by Buyer, provide the applicable state certificate establishing such status to Buyer. If Seller shall fail to maintain any insurance under a Purchase Order, Buyer shall have the right to procure such insurance and Seller shall reimburse Buyer on demand, for all actual costs and expenses of procuring such insurance. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's premises on account of any Products and shall cause all its subcontractors, material men and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer.

26. Force Majeure. Any delay or failure of Buyer or Seller to perform its obligations under a Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or inability to obtain power, materials or labor. As soon as possible (but no more than one full business day) after the occurrence, Seller or Buyer, as applicable, shall provide written notice describing such delay and assuring the other party of the anticipated duration of the delay and the time that the delay will be cured. During any delay or failure to perform by Seller, Buyer may at its option:

- a) purchase Products from other sources and reduce its purchases to Seller by such quantities, without liability of Buyer to Seller;
- b) require Seller to deliver to Buyer at Buyer's expense all finished Products, work in process and parts and materials produced or acquired for work under the Purchase Order; or
- c) require Seller to provide Products from other sources in quantities and at a time requested by Buyer and at the price set forth in the Purchase Order.

In addition, Seller at its expense shall take all actions deemed reasonably necessary by Seller to ensure that upon the occurrence of any event of force majeure, an uninterrupted supply of Products will be available to Buyer in an area that will not be affected by any such disruption for a period of at least thirty (30) days. If upon request of Buyer, Seller fails to provide within ten (10) days (or such shorter period as Buyer requires) adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts longer than thirty (30) days, Buyer may terminate the Purchase Order without liability. Seller acknowledges and agrees that the change in cost of materials, components or services based on market conditions, supplier actions or contract disputes will not excuse performance by

Seller under theories of force majeure, commercial impracticability or otherwise and Seller expressly assumes these risks.

27. Subcontracts. Seller shall not subcontract any of its duties under the Purchase Order without prior written consent from Buyer. If Buyer consents to Seller's subcontracting of any of Seller's duties under the Purchase Order, Seller will ensure that the subcontractor agrees to be bound by all of the terms and conditions of the Purchase Order, including without limitation Section 31, and Seller will obtain for Buyer the rights and licenses granted in Sections 15, 24, and 35.

28. Remedies, Cumulative; No Waiver. Buyer's remedies relating hereto shall be cumulative and in addition to any other remedies provided herein or by law or in equity. No delay by Buyer in the enforcement of any provision of a Purchase Order shall constitute a waiver thereof, and no waiver thereof shall constitute a waiver of any other provision.

29. Limitation of Buyer's Liability. In no event shall Buyer be liable for anticipated profits, interest, or penalties or incidental, consequential, punitive, exemplary or other damages or liabilities in connection with a Purchase Order, whether for breach of contract, late payment, property damage, personal injury, illness, or death or otherwise; it being acknowledged by the parties that Buyer's liability for a claim of any kind or for any loss or damage arising out of, resulting from or in connection with any Purchase Order, the Products or any other agreement between Buyer and Seller shall be limited to the sum set forth in Section 20 hereof.

30. Limitation on Assignment. The Purchase Order is issued to Seller, in reliance upon its personal performance of the duties imposed and by accepting same Seller agrees not to assign the Purchase Order or delegate the performance of its duties hereunder, except for the procurement of raw materials, without prior written consent of Buyer. The Seller will continue to be liable to Buyer for the performance of all its obligation following any assignment or delegation, including one for which the Seller has not obtained the consent of Buyer as required by this Section. Any consent to an assignment does not include consent to any further assignment by the party to which the Seller has made the assignment. Failure to comply with the provisions in this Section shall effect, at the option of Buyer, a cancellation of Buyer's obligations under the Purchase Order without liability.

31. Compliance with Laws; Ethics.

a) Seller, and any Products supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, including, without limitation, (i) in relation to the sale, delivery, use, manufacture, labeling, transport, import, export, licensing, approval or certification of the Products, and (ii) laws relating to environmental matters, hiring, wages, hours and conditions of employment, international prohibitions on child labor, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. The Purchase Order incorporates by reference all clauses required by these laws.

b) All materials used by Seller in the Products or in their manufacture will satisfy current governmental, electrical 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.

c) Seller and its employees and contractors will abide by the highest ethical standards. Neither Seller nor any of its subcontractors will utilize slave, child, prisoner or any other form of forced, involuntary or illegal labor, or engage in abusive worker treatment or corrupt business practices in the sale of Products under the Purchase Order. At Buyer's request, Seller shall certify in writing Seller's and its subcontractors' compliance with the foregoing.

d) In the event Seller subcontracts any of its duties or obligations under the Purchase Order in accordance with Section 27, Seller shall ensure that all subcontractors comply with the requirements under this Section 31. At Buyer's request, Seller shall certify in writing Seller's and its subcontractor's compliance with all such requirements. Buyer shall have the right to audit and monitor Seller's and its subcontractor's compliance with Seller's and its subcontractor's obligations under the Purchase Order. Seller shall indemnify and hold harmless Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any liability claims, demands or expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising from or relating to Seller's or its subcontractor's noncompliance with this Section.

32. Seller's Entry Upon Buyer's or Customer's Premises.

a) If Seller or any of its representatives, employees, agents, subcontractors or suppliers (collectively, "Seller Parties") enter upon the premises owned or controlled by Buyer or its subsidiaries or affiliates (the "Buyer's Premises") or upon the premises of Buyer's customer, in each case in connection with Seller's performance of its obligations under the Purchase Order, Seller shall:

i) ensure the Seller Parties comply with the health, safety and environmental requirements and "site rules"; including, but not limited to, providing all Seller Parties with proper safety equipment and clothing;

ii) ensure the Seller Parties are not under the influence of alcohol or any drug, medicine or other substance which could detrimentally affect their performance or that of Buyer or customer personnel;

iii) agree to and support without condition the removal any of Seller Parties from the Buyer Premises or the customer premises if they are considered to be and or found to be under the influence of alcohol or any drug, medicine or other substance which could detrimentally affect their performance or that of Buyer or customer personnel;

iv) ensure that the Seller Parties are in compliance with any and all legal requirements as more particularly set forth in these Global Terms and Conditions, including without limitation, any workers' compensation legislation of the jurisdictions in which the premises are located; and

v) Seller shall agree and comply without question any demand by Buyer or Buyer's customer to reimburse them for all costs suffered at their respective facilities due to the actions, omissions, negligence or willful misconduct of any of the Seller Parties.

b) If at any time Seller does not and/or is unable to comply with any of its obligations under the Purchase Order, Buyer may, in its sole and exclusive discretion, stop the Seller Parties from

continuing work on the Buyer's Premises or the customer premises and remove them from the same.

- c) In the event any of the Seller Parties create, cause, or in any way contribute to environmental contamination in any way on the Buyer Premises or the customer premises, Seller shall take all actions necessary resolve and clean up the environmental contamination to the standards required by Buyer, Buyer's customer and the applicable authorities, and Seller shall directly and solely pay all the costs of doing so, including reimbursing Buyer and Buyer's customer for any and all costs, fees, fines, damages, or other charges they incur as a result of the environmental contamination caused by the Seller Parties.
33. Governing Law; Jurisdiction; and Venue. The Purchase Order shall be governed by the internal laws of the State of Michigan without regard to any applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. The parties consent to the exclusive jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan for any legal or equitable action or proceeding arising out of, or in connection with, the Purchase Order. The parties specifically waive any and all objections to venue in such courts.
34. Severability. If any provision of the Purchase Order, or portion of any provision, is declared or found to be unenforceable, the balance of the Purchase Order or such provision shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof. In particular, if any interest rate provided for herein is higher than that permitted by applicable law it shall automatically be amended to the highest legal rate.
35. Proprietary Information.
- a) Any information, designs, drawings, specifications, blueprints, materials or knowledge which Buyer may have disclosed or may hereafter disclose to Seller in connection with a Purchase Order and any and all services to be rendered and/or work to be performed pursuant to the Purchase Order is and shall be deemed confidential and proprietary information of Buyer. Seller shall not, absent a Signed Writing by an Authorized Representative of Buyer, use, communicate or disclose the confidential and proprietary information of Buyer. Seller agrees to safeguard the confidential and proprietary information of Buyer by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties. Seller agrees to cause its employees, "contractors", officers, directors, agents and representatives to be bound by and comply with the foregoing restrictions regarding the use or disclosure of such confidential and proprietary information. Seller further agrees not to assert any claims (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Products.
- b) All documents containing proprietary information relating to the Products produced or acquired by Seller under a Purchase Order will belong to Buyer. All drawings, know-how, and confidential information supplied to Seller by Buyer and all rights therein will remain the property of Buyer and will be kept confidential by Seller in accordance with Section 35 (a) above.
- c) Seller shall, within ten (10) business days after the effective date of the cancellation or termination of a Purchase Order,

return all confidential and proprietary information (including all copies, notes and/or extracts thereof) furnished by Buyer pursuant to the Purchase Order. In addition, that portion of the confidential or proprietary information which consists of analyses, compilations, studies or other documents prepared by Seller, or by its directors, officers, employees, or advisors, will be destroyed.

- d) Seller will ensure that any Third Party to whom Seller subcontracts any of the work hereunder is bound by all of the terms and conditions related to such work in which Seller is bound under a Purchase Order. Seller shall bear the responsibility for the breach of a Purchase Order by any such Third Party subcontractor.
36. Inspection and Audit Rights. Buyer retains the right at any reasonable time to send its authorized representatives to examine all Buyer manufacturing facilities, Product inventories, and pertinent documents and materials in the possession or under the control of Seller relating to any of Seller's obligations under a Purchase Order or any payments requested by Seller pursuant to a Purchase Order. Seller shall maintain all pertinent books and records relating to a Purchase Order for a period of two (2) years after completion of services or delivery of Products pursuant to the Purchase Order.
37. Notices. All notices, claims and other communications to Buyer required or permitted under a Purchase Order shall be made in writing and sent by (i) certified or registered mail, return receipt requested and proper postage prepaid, or (ii) reputable overnight courier, to the following addresses and shall be effective only upon receipt by Buyer:
- GST Acquisition, Corp.
20 Oak Hollow, Suite 300
Southfield, Michigan 48033
Attn: Chief Financial Officer
- with a required copy to:
- Dickinson Wright
2600 W. Big Beaver, Suite 300
Troy, Michigan 48084
Attn: William L. Rosin, Esq.
- Seller's failure to provide any notice, claim or other communication to Buyer in the manner and within the time periods specified in the Purchase Order shall constitute a waiver by Seller of any and all rights and remedies that otherwise would have been available to Seller upon making such notice, claim or other communication.
38. Modifications; Conflicts. Each Purchase Order and amendment thereto issued by Buyer to Seller after September 30, 2013, incorporates these Global Terms and Conditions which shall apply to each such Purchase Order, as amended, in its entirety. Buyer may modify these Global Terms and Conditions, at any time, by notifying Seller in writing at least ten (10) days prior to any modified Global Terms and Conditions becoming effective. Seller shall review the proposed modifications and shall notify the Buyer in writing prior to the effective date if it accepts the proposed modifications or if it has any reasonable objections thereto. Unless otherwise agreed to in writing by the parties, Seller's continued performance under the Purchase Order without providing written notice to Buyer in accordance with Section 37 detailing Seller's objection to any modified Global Terms and Conditions prior to the effective date of such modified Global Terms and Conditions will be subject to and will constitute Seller's acceptance of such modified Global Terms and Conditions. Except as provided in the preceding sentences or as otherwise provided in these Global Terms and Conditions, the Purchase Order may only be modified by Buyer

in a Signed Writing by an Authorized Representative of Buyer. In the event of a conflict between the terms appearing on the face of a Purchase Order and these Global Terms and Conditions, the face of the Purchase Order shall govern and control.

39. Waiver of Jury Trial. BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY PURCHASE ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY PURCHASE ORDER.
40. Gifts, Gratuities, and Business Courtesies.
- a) Gifts provided directly or indirectly by any Seller Parties doing or attempting to do business with Buyer are expressly prohibited, except for items of nominal value, defined as \$25.00 USD or less, which are customary in the industries in which Buyer operates. Seller acknowledges that Buyer personnel are not permitted to participate in or support Seller established and or initiated entertainment events, sporting events, and related activities.
 - b) Sellers and prospective sellers shall maintain a comprehensive record of all nominal gifts, food, beverages, the dates, Seller and Buyer personnel names, and business purpose; and Seller shall provide these records without question and without delay on the written request of Buyer.
 - c) Payments by any of the Seller Parties shall not take the form or in any nature establish a bribe or kick back from personal funds, corporate funds, or other assets are expressly prohibited; funds transferred to Buyer personnel either directly or through a third party with an understanding that the funds are rebates or refunds are expressly prohibited. Rebates and refunds resulting from activities performed by or for Buyer must be included as part of the Purchase Order documents, approved in a Signed Writing by an Authorized Representative of Buyer, and remitted to Buyer Accounts Receivable.
 - d) Seller shall reject in part and in total any effort or attempt by any Buyer employee, subcontractor, agent, or other person acting on behalf of Buyer to solicit any form of payment, gift, meal or beverage, and or participation in a prohibited event, for themselves or others. Seller shall immediately report any solicitation to Buyer Purchasing.
41. Advertising. Seller shall not refer to Buyer in advertising or public releases without the prior approval in a Signed Writing of an Authorized Representative of Buyer and shall not use Buyer's trademarks or trade names in advertising or promotional materials.
42. Electronic Communications and Electronic Signatures. Seller shall comply with any method of electronic communication specified by Buyer, including requirements for electronic funds transfer, purchase order transmission, production releases, electronic signature, and communication. E-mails, even those containing a signature block of one of Buyer's representatives shall not constitute a Signed Writing.

Effective as of October 1, 2013.

Revised as of May 18, 2018.