

## GENERAL CONDITIONS OF PURCHASE

The following General Conditions of Purchase (“GCP”) shall apply to all purchase orders, requests for information, quotations, acknowledgments, call of tenders, delivery schedule, call-offs and blanket orders (each, an “Order”) placed by Chassis Brakes International USA Inc. (“Customer”) for goods and/or services (“Goods”) with a seller identified on the applicable Order (“Supplier”). Any additional or different terms, including but not limited to those on Supplier’s purchase order, confirmation or other forms, are objected to and rejected by Customer. Customer’s failure to object to provisions contained in any communication from Supplier that differ from these GCP shall not be deemed an acceptance of such provisions or a waiver of these GCP. If, and to the extent that, these GCP conflict with any terms affixed to any confirmation, purchase or procurement document issued by Supplier, these GCP shall prevail irrespective of whether Supplier accepts these conditions by a written acknowledgement, by implication or shipment of Goods. Any changes in the terms and conditions contained herein must specifically be agreed to in a writing signed by an authorized representative of Customer before becoming binding on Customer. An Order shall not be assignable or transferable by Supplier without the prior written consent of Customer. THESE GENERAL CONDITIONS OF PURCHASE ARE EXCLUSIVE.

### **1. Form of Orders**

Any Order shall be binding only if made in writing and released by an authorized representative of Customer. Customer may provide that commercial transactions with Supplier for the purchase of the Goods shall be performed in whole or in part by Electronic Data Interchange (EDI) or any other means. The parties waive any challenge to the validity and the appropriateness of an electronic Order form. When a transaction is performed through electronic means, both parties are deemed to act in full knowledge of the technical specifications aimed at ensuring the identification, integrity and the general security of correspondence between them. In particular, an electronic Order and subsequent electronic notice of acceptance thereof by Supplier shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order and of its acceptance by Supplier. Customer may provide Supplier with estimates, forecasts or projections of its future anticipated volume or quantity requirements for Goods. Supplier acknowledges that such forecasts are not binding on Customer, that any forecasts Customer makes are for informational purposes only and that Customer’s forecasts may change over time. Customer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any forecasts provided to Supplier, including with respect to their accuracy or completeness.

### **2. Price**

**2.1** Unless otherwise specified in an Order, prices are firm, fixed and are not subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing, packing, loading, storage, transport and unloading of the Goods. These prices shall be expressed in United States Dollars and shall include any taxes, duties and tariffs other than VAT or any equivalent tax. Supplier shall not at any time sell the Goods to a different buyer at prices below those agreed to between Customer and Supplier. If Supplier charges a different buyer a lower price for the Goods, Supplier must immediately apply the lower price to the Goods under these Orders. If Supplier fails to adjust its price for the Goods to meet the lower price, Customer, at its sole option, may terminate these Orders without liability pursuant to Article 14 of these GCP.

**2.2** Unless otherwise specified in an Order, payments shall be made following a 45 day period from the date of issuance of the invoice subject to compliance by Supplier of the terms and conditions of the Order. Payment shall be made in the manner provided for in the Order. In the event Customer disputes all or part of an invoice, the obligation to pay the associated amount in dispute shall be suspended.

**2.3** Unless otherwise specified, Supplier warrants that the Goods and all replacement and spare parts shall be readily available for a period of 15 years from the date of the Order. Unless otherwise agreed by Customer, the price for replacement or spare parts shall not be subject to any revision. Any price revision shall be made only upon mutual agreement between the parties.

### **3. Delivery, Packaging, Labelling and Acceptance of the Goods**

#### **TIME AND QUANTITY ARE OF THE ESSENCE WITH RESPECT TO ALL DEADLINES AND DELIVERY TIMES ESTABLISHED BY CUSTOMER.**

**3.1** All deliveries shall be performed in accordance with the Incoterms® 2010 of the International Chamber of Commerce (“ICC”). Should an Order be silent on the terms and conditions of delivery, all deliveries shall be made "Delivered Duty Paid - named place of destination" (DDP), in accordance with the ICC Incoterms® 2010, at the place of delivery agreed, during working days and normal working hours. The place of delivery shall be that set out in the Order.

**3.2** Customer is entitled to change the place of delivery by notifying Supplier in writing of such change in advance of the expected date of shipment of the Goods. Partial shipments shall not be accepted unless otherwise specially agreed in writing by Customer. Customer assumes no obligation with respect to Goods shipped in excess of quantities specified herein. Goods shipped in excess of the quantity ordered may be returned to Supplier at Supplier’s expense.

**3.3** Supplier shall be responsible for packing the Goods in a way that shall be suitable for the means of transport used and in accordance with Customer’s packing requirements. In all cases, the packing shall be adequate so as to prevent any damage to the Goods during transport, handling and storage at the place of delivery. The Goods shall be duly labelled and packed in an appropriate manner and the parcels marked by Supplier in compliance with Customer’s packing requirements, all applicable statutory provisions and as provided for in the Order.

**3.4** Whenever a failure to comply with deadlines, delivery times and quantity is anticipated, Supplier shall inform Customer immediately in writing of the extent of and the reasons for such failure. In case Supplier does not comply with the deadlines, delivery time (whether by early or late delivery) or quantity defined in the Order and absent written acceptance by Customer of the new deadline, delivery time and quantity, Customer shall be entitled, at Supplier’s risks and cost, to either return to Supplier the Goods or otherwise to store the same until they are taken back by Supplier. If delivery of the Goods cannot be effected within the time stated in the Order, Customer shall have the right, in addition to any other remedies under applicable law, to refuse and cancel the Order and charge Supplier with any loss or damage incurred as a result of Supplier’s failure to make delivery within the time specified.

**3.5** If Supplier fails for any reason, other than Customer’s failure to fulfill its obligations under an Order, to have Goods ready for shipment in time to meet Customer’s delivery schedules using the method of transportation originally specified or utilized by Customer, Customer will have the right to either arrange for shipment of the Goods or require Supplier to ship the Goods, in each case using a premium (more expeditious) method of transportation, and Supplier will pay or reimburse Customer for the entire cost of such premium shipment.

**3.6** **The transfer of title shall occur on delivery of the Goods, except if all or part payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Goods can be identified.** In the latter case, Supplier undertakes to identify the Goods by Customer’s name and/or logo if any, as and when manufactured, in such a way that it cannot be confused with Supplier’s own stock or with any other supplies to be delivered to third parties. Supplier shall ensure that its suppliers provide similar waiver. Supplier waives any right to rely on any title retention clause not expressly agreed by Customer. Supplier shall ensure that its own

supplier's chain do the same. Risk of loss or damage to the Goods shall pass to Customer upon delivery at the agreed place of delivery

#### **4. Change**

Customer reserves the right to modify any provisions of any Order, at any time, upon written notice to Supplier. Any modifications shall be reflected in writing and specifically state that it amends the Order.

#### **5. Ingredients and Hazardous Materials**

If Customer requests, Supplier will promptly furnish to Customer, in such form and detail as Customer directs: (a) a list of all ingredients in the Goods, (b) the amount of all ingredients and (c) information concerning any changes in or additions to the ingredients and the origin of the Goods and all ingredients that are incorporated in the Goods. Prior to, and together with, the shipment of the Goods, Supplier will furnish to Customer and all carriers sufficient written warning and notice (including appropriate labels on the Goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the Goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Customer and all carriers of any applicable legal requirements and to best allow Customer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing.

#### **6. Quality**

#### **COMPLIANCE WITH CUSTOMER'S QUALITY REQUIREMENTS IS ONE OF CUSTOMER'S UTMOST EXPECTATIONS.**

**6.1** Supplier represents that it complies with Customer's quality requirements and it has a quality management system in place. Supplier shall consult with Customer before modifying its quality management system. Supplier shall implement all measures, including without limitation quality controls, necessary to ensure that the Goods are in conformity with the Order and are free from defects. Supplier undertakes to promote continuous improvement in its quality management system and process. Upon written request from Customer, Supplier shall provide to Customer accurate and complete books, records and other documents related to the quality controls performed in relation with the Goods.

**6.2** Except as otherwise agreed in writing, Customer shall have the right to inspect and test the Goods at any locations that Customer may consider relevant and or appropriate before acceptance or payment. No inspection by Customer will constitute a waiver of any defects in the Goods.

**6.3** It is expressly agreed by Supplier that Customer may but is not obliged to inspect or test the Goods. Any such audits or inspections conducted by Customer or its representatives shall not constitute a waiver of any defects. These audits and inspections carried out by Customer including any payments made by Customer shall not reduce Supplier's liability in any way and shall not affect Customer's right to claim damages and/or terminate an Order.

**6.4** If Customer rejects any Goods as non-confirming, Customer may, at its option: (a) reduce the quantities of Goods ordered under the Order by the quantity of non-confirming Goods; (b) require Supplier to replace the non-confirming Goods; and (c) exercise any other available rights or remedies under these GCP or applicable law. If Supplier fails to inform Customer in writing of the manner in which Supplier desires that Customer dispose of non-confirming Goods within 48 hours of notice of Customer's rejection of non-confirming Goods (or such shorter period as is reasonable under the circumstances), Customer will be entitled to dispose of the non-confirming Goods without liability to Supplier, provided, however, that in any event Customer may elect to arrange for the shipment of any non-confirming Goods back to Supplier at Supplier's expense. Supplier will bear all risk of loss with respect to all non-confirming Goods and will promptly pay or reimburse all costs incurred by Customer to return, store or dispose of any non-confirming Goods.

Customer's payment for any non-confirming Goods will not constitute acceptance by Customer, limit or impair Customer's right to exercise any rights or remedies or relieve Supplier of responsibility for the non-confirming Goods.

#### **7. Audits and Inspections**

Supplier will permit Customer and Customer's clients and their representatives and consultants to enter Supplier's facilities at reasonable times to inspect such facilities and any Goods, inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, and gauges and other items and processes related to Supplier's performance under these GCP. Supplier agrees that if Supplier experiences any delivery, quality or operational problems, including late deliveries or delivery of non-confirming Goods, Supplier will permit Customer's clients and Customer's designated representative to be present in Supplier's facility to observe Supplier's operations until such problems have been resolved to Customer's reasonable satisfaction. Supplier will ensure that Customer and Customer's clients and their representatives and consultants have the same inspection rights with respect to suppliers of Supplier.

#### **8. Warranty**

**8.1** In addition to any other warranty available to Customer, Supplier expressly warrants that the Goods shall be: (a) merchantable, safe and fit for Customer's purposes; (b) free from any defect; (c) new and of the highest quality; (d) designed and manufactured as per the latest industry level knowledge; and (e) in strict compliance with any specifications, samples, drawings, designs or other requirements approved and/or submitted by Customer and relevant standards. Supplier further warrants and guarantees to Customer, its successors, assigns and customers, that Supplier will, at the time of delivery, convey to Customer good title for all Goods covered by the Order, free and clear of all liens, claims and other encumbrances. If requested by Customer, Supplier will enter into a separate agreement for the administration or processing of warranty chargebacks for non-confirming Goods.

**8.2** In the case of Goods supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Goods to Customer and, end on the expiration date of the warranty Customer's customer grants to its end consumer for the vehicle or other finished product on which such parts, components or systems are installed. It is expressly agreed by the parties that the minimal warranties period shall not be lower than 36 months from the receipt of the Goods, unless otherwise provided by applicable laws. Any Goods that fails to meet any warranty requirement may, at Customer's sole option, be returned for a refund, repaired, replaced or re-performed at no cost to Customer. Customer may take all appropriate measures to remedy the same itself or through a third party at Supplier's cost and risks. In any event, Supplier shall bear all costs of any replacement and repair of the Goods, including but not limited to travel expenses costs of returning the Goods and any spare parts and labor associated therewith and will reimburse Customer for all losses, costs and damages caused by such non-confirming Goods. Such costs and damages may include costs and expenses and losses of Customer and/or its own customers arising from: (a) inspection, sorting, repair or replacement of any non-confirming Goods or any system or component that incorporates such non-confirming Goods; (b) production interruptions or slowdowns; (c) removal of vehicles or component systems from the manufacturing or assembly process; and (d) payments made to Customer's customers under any applicable warranty programs or policies.

**8.3** This warranty shall cover latent and patent defects notwithstanding inspection, acceptance or payment by Customer. Supplier shall pay the costs of inspecting and testing rejected Goods. Customer may, without prejudice to any other available remedy, require Supplier to repair or replace at its expense defective Goods or parts thereof. Supplier shall be liable for all loss and damages caused by its breach of any covenant or warranty under the Order, including but not limited to loss of reasonable profit from resale by Customer (which resale

Supplier acknowledges is expressly intended by Customer), loss due to forfeiture of bonds and/or securities, expenses incurred, including reasonable attorney fees and costs, and damages, including loss of profits or other special or consequential damages, caused by Customer's liability to its vendees.

## **9. Recall of Goods**

**9.1** If any Goods provided by Supplier fail to comply with Customer's warranties, quality, and safety requirements (during or after the expiration of the warranty period), leading to a recall of any Goods including but not limited to the defective Goods, whether such recall be made by Customer or any other party, Supplier shall indemnify and hold harmless Customer against all actions, claim, damage incurred or arising as a consequence of any such recall.

**9.2** Supplier's warranties under these GCP are intended to protect Customer from any and all warranty claims brought against Customer by Customer's customers relating in any manner to the Goods. Customer will have the right to fully defend any claims from its customers that any Goods supplied by Supplier are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements, and all statements by Customer to its customers regarding the Goods are without prejudice to any rights Customer may have against Supplier with respect to the Goods. Supplier waives the right to argue that any position taken by Customer with its customers in response to its customers' claims in any way limits Customer's right to assert a claim against Supplier for breach of warranty, contribution, indemnification or any other claim that may arise from or be related to the subject matter of any of the foregoing. If Supplier wishes to participate in any negotiations with Customer's customers regarding any Goods supplied by Supplier under an Order or any related claim or litigation regarding such Goods, Supplier will, promptly after being made aware of any alleged failure of such Goods to conform to the warranties set forth in an Order, provide Customer with written notice of Supplier's request to participate. Supplier acknowledges that Supplier's participation in any negotiations with Customer's customers is solely at Customer's discretion and nothing in an Order grants Supplier the right to participate in such negotiations.

## **10. Insurance**

Supplier will maintain insurance coverage as required by applicable law and Customer's requirements as set forth in an Order. Customer's Standards or as otherwise reasonably requested by Customer, in each case with carriers reasonably acceptable to Customer. Within ten (10) days of a request by Customer, Supplier will furnish to Customer a certificate evidencing satisfaction of the insurance requirements under an Order. Supplier will ensure that Customer receives thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance will not limit or release Supplier from Supplier's obligations or liabilities under an Order.

## **11. Confidentiality, Intellectual Property Rights and Infringement**

**11.1** Supplier shall (a) keep confidential any and all information in connection with the request for quotations, performance of an Order, whatever the subject (including but not limited to technical, industrial, financial and commercial), the nature and form of said Customer's information, including but not limited to know-how, methods, processes, technical or installation details, whether written, oral, electronic or otherwise ("Confidential Information"), (b) not disclose any Confidential Information to any third party without Customer's prior written consent and (c) promptly return Confidential Information at Customer's request. This obligation of confidentiality shall subsist throughout the execution of an Order and for 5 years from its expiration or termination. The foregoing shall not apply if Customer's information is or becomes publicly available or is rightfully received by Supplier from a third party without an obligation of confidentiality. Supplier shall not be entitled to use nor refer to the business names, trademarks or logos used or owned by Customer without Customer's prior written consent.

**11.2** Supplier hereby grants, and agrees to grant, to Customer, its affiliates, agents and subcontractors an irrevocable, non-exclusive, worldwide license to use any intellectual property that is used in the manufacture of the Goods to make, have made, use and sell the Goods. This license may be exercised only upon the transfer of the supply of the Goods from Supplier to another supplier or to Customer and will be subject to Customer's payment of a reasonable royalty with respect to any of Supplier's patented intellectual property that is used in the manufacture of the Goods unless the transfer of supply occurs as a result of Customer's termination of all or a portion of an Order based on an Insolvency Event or Supplier's breach, in which case the license will be royalty free. Upon Customer's request, Supplier agrees to provide all documents necessary for Customer's use of such intellectual property.

**11.3** Supplier warrants that the Goods do not infringe any intellectual property right of a third party nor may give right for unfair competition. In case of breach of this undertaking, Supplier shall indemnify and hold harmless Customer and its customers against any claims, costs, damages, expenses or actions in connection therewith. In the event of a risk of a claim or action, Supplier shall take all steps necessary to ensure that the risk of infringement is eliminated, shall inform Customer thereof and shall take into account Customer's business constraints. Supplier shall, at its own costs and at the sole option of Customer, obtain the right for Customer and its customers to continue to use the Goods, or replace or modify the Goods with substantially equivalent non-infringing Goods so that the infringement ceases. Such replacement or modification shall be performed within the periods compatible with the requirements of Customer. Failing such replacement or modification, Supplier shall refund to Customer the price of the Goods. Customer may elect to have sole control of any claim. The above provisions do not affect Customer's right to claim damages against Supplier.

## **12. Tools**

Tools, dies, moulds, jigs, fixtures, patterns, machinery, special test equipment, gauges and all other means of production which have been provided or paid by Customer ("Tools"), shall be or remain the exclusive property of Customer and shall be clearly identified as such. Supplier will defend, indemnify and hold harmless Customer against any claim or lien adverse to Customer's ownership of Tools. Supplier shall use Tools only for Order's purpose and shall be responsible for any loss or damage to Tools while in its possession or control. In the event of loss or damage to Tools, Supplier shall pay to Customer the replacement value of Tools. Such Tools may be removed by Customer at any time without extra cost. Supplier shall check such Tools before and during the period the Goods are being performed and/or manufactured. Nothing herein shall be construed as imposing on Supplier to provide any Tools. Supplier's manufacture, preparation or alteration of Tools shall not give title to Supplier. Supplier shall not relocate Tools without Customer's prior written consent.

## **13. Compliance with Laws and Customer's Code of Ethics**

**13.1** Supplier and the Goods shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of destination or final use or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the Goods, including but not limited to those relating to health, safety and/or environmental matters, data protection and privacy, wages, hours and conditions of employment and subcontractor selection. Supplier agrees to comply with all applicable anti-corruption laws and that neither it nor any of its suppliers will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity or other benefit, or to influence any act or decision of that person in his/her official capacity. Supplier shall acquaint itself and comply with the provisions of Customer's code of ethics. Supplier shall ensure that its suppliers comply with the above requirements and, at Customer's request, shall certify in writing its compliance with this Article 13 of these GCP.

**13.2** Supplier will indemnify and hold harmless Customer and its customers from and against any liability, claims, demands or expenses arising from or relating to Supplier's non-compliance.

#### **14. Termination**

**14.1** In any of the following or any similar events (each, an "Insolvency Event"), Customer may immediately terminate an Order without any liability to Supplier or obligation to purchase raw materials, work-in-process or finished Goods: (a) insolvency or financial difficulties of Supplier, (b) filing of a voluntary petition in bankruptcy by Supplier, (c) filing of any involuntary petition in bankruptcy against Supplier, (d) appointment of a receiver or trustee for Supplier, (e) execution of an assignment for the benefit of creditors by Supplier, or (f) any accommodation by Customer, financial or otherwise, not contemplated by an Order, that is necessary for Supplier to meet its obligations under an Order. Supplier will reimburse Customer for all costs Customer incurs in connection with any Insolvency Event whether or not an Order is terminated, including all attorney and other professional fees.

**14.2** In addition to any other rights of Customer under an Order or otherwise, Customer may immediately terminate all or any part of an Order without any liability to Supplier or obligation to purchase raw materials, work-in-process or finished Goods, if Supplier: (a) repudiates, breaches or threatens to breach any of the terms of an Order, including Supplier's warranties, (b) fails to perform or threatens not to perform services or deliver Goods in accordance with an Order or (c) fails to assure timely and proper completion of services or delivery of Goods.

**14.3** In addition to any other rights of Customer to terminate an Order, Customer may immediately terminate all or any part (e.g., one or more individual part numbers or a portion of Customer's requirements if this is a requirements contract) of an Order, at any time and for any reason, by notifying Supplier in writing. Upon such termination and subject to the terms of this Section 14, Customer will purchase from Supplier all raw materials, work-in-process and finished Goods inventory related to the Goods under an Order which are useable and in a merchantable condition as of the termination date. The purchase price for such finished Goods, raw materials and work-in-process, and Supplier's sole and exclusive recovery from Customer (without regard to the legal theory which is the basis for any claim by Supplier) on account of such termination, will be: (a) the contract price for all Goods that have been completed in accordance with an Order as of the termination date, plus (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods under an Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of an Order, less (c) the reasonable value or cost (whichever is higher) of any Goods or materials used or sold by Supplier with Customer's written consent. In no event will Customer be required to pay for finished Goods, work-in-process or raw materials which Supplier fabricates or procures in amounts that exceed those Customer has authorized in delivery or release schedules outstanding at the date of termination nor will Customer be required to pay for any Goods or materials that are in Supplier's standard stock or that are readily marketable. Payments made under this Section will not exceed the aggregate price for finished Goods that would be produced by Supplier under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Supplier will submit a comprehensive termination claim to Customer, with sufficient supporting data to permit an audit by Customer, and will thereafter promptly furnish any supplemental and supporting information Customer requests. If Supplier ceases to be a supplier of the Goods covered by an Order as a result of Customer ceasing to be a supplier to its customer for products which incorporate the Goods and Customer actually receives a cancellation payment from its customer which is directly attributable to costs incurred by Supplier, Customer may, in its sole discretion, share with Supplier a portion of such cancellation payment as Customer determines; provided, that any amounts otherwise paid by Customer to Supplier under this Section 14 will be deducted from any payments to be made under this sentence and any payments made under this sentence will

be credited against Customer's other obligations, if any, under this Section 14.

#### **15. Applicable law and Jurisdiction**

**CUSTOMER AND SUPPLIER AGREE THAT THIS ORDER IS TO BE CONSTRUED ACCORDING TO THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MICHIGAN, EXCLUDING THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND ANY CONFLICT OF LAW PROVISIONS THAT REQUIRE APPLICATION OF ANY OTHER LAW, AND EACH PARTY AGREES THAT THE FORUM AND VENUE FOR ANY LEGAL OR EQUITY ACTION OR PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS ORDER WILL LIE IN THE APPROPRIATE FEDERAL OR STATE COURTS IN THE STATE OF MICHIGAN AND SPECIFICALLY WAIVES ANY AND ALL OBJECTIONS TO SUCH JURISDICTION AND VENUE. SUPPLIER ACKNOWLEDGES AND AGREES THAT A BREACH OR THREATENED BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS UNDER THIS ORDER WOULD GIVE RISE TO IRREPARABLE HARM TO CUSTOMER FOR WHICH MONETARY DAMAGES WOULD NOT BE AN ADEQUATE REMEDY AND IF A BREACH OR A THREATENED BREACH BY SUPPLIER OF ANY SUCH OBLIGATIONS OCCURS, CUSTOMER WILL, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES THAT MAY BE AVAILABLE TO CUSTOMER AT LAW, AT EQUITY OR OTHERWISE IN RESPECT OF SUCH BREACH, BE ENTITLED TO EQUITABLE RELIEF, INCLUDING A TEMPORARY RESTRAINING ORDER, AN INJUNCTION, SPECIFIC PERFORMANCE AND OTHER RELIEF THAT MAY BE AVAILABLE FROM A COURT OF COMPETENT JURISDICTION, WITHOUT ANY REQUIREMENT TO POST A BOND OR OTHER SECURITY OR PROVE ACTUAL DAMAGES OR THAT MONETARY DAMAGES WILL NOT AFFORD AN ADEQUATE REMEDY.**

#### **16. Indemnification**

Supplier will defend, indemnify and hold harmless Customer, Customer's affiliates, Customer's customers, and their respective successors, assigns, directors, officers, employees and agents (collectively, "Customer Indemnified Parties") from and against any and all lawsuits, actions, claims, demands, judgments, fines, costs (including attorney and other professional fees and disbursements), expenses, losses, liabilities and damages, including any special, incidental, consequential, punitive and exemplary damages (collectively, "Damages") that any Customer Indemnified Party may suffer or sustain or be in any way subjected to on account of: (a) Supplier's failure to perform its obligations under an Order or applicable law, including claims based on Supplier's breach of warranty (whether or not the Goods have been incorporated into Customer's products and/or resold by Customer and regardless of whether such Damages arise under tort, negligence, contract, warranty, strict liability or any other legal theories); (b) infringement or alleged infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) relating to the Goods covered by an Order, including any claims in circumstances where Supplier has provided only part of the Goods (Supplier waives any claim against Customer that any such infringement arose out of compliance with Customer's specifications); (c) the performance of any service or work by Supplier or its employees, agents, representatives and subcontractors on Customer's or Customer's customer's premises or the use of the property of Customer or any customer of Customer, except to the extent such liability arises out of the gross negligence or willful misconduct of Customer or Customer's customer; and (d) any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the Goods supplied by Supplier (regardless of whether such claim or demand

arises under tort, negligence, contract, warranty, strict liability or any other legal theories), except to the extent such injury, damage or loss results exclusively from Customer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Supplier.

#### **17. Miscellaneous**

Supplier expressly acknowledges and accepts that there will be no joint and several liability between Customer and Customer's affiliate companies. Consequently, each ordering legal entity will remain solely responsible for the performance of its obligations towards the Supplier arising out of or in relation the Order. Supplier shall not assign, transfer, subcontract or convey any right and obligation under an Order to any third party without Customer's prior written consent. Customer shall be entitled to assign, delegate, transfer, subcontract or convey any right and obligation under Order to any third party without Supplier's prior written consent. The invalidity of whole or part of any provision of an Order shall not affect the validity of other provisions. The failure of either party at any time to require performance by the other party of any provision of these GCP will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of these GCP constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver of such right nor will any single or partial exercise of any right preclude other or further exercise of such right. No course of dealing or course of performance may be used to evidence a waiver or limitation of Supplier's obligations under these GCP.