

- **NORTH AMERICAN GENERAL TERMS AND CONDITIONS OF PURCHASE**

1. **General.** These North American General Terms and Conditions of Purchase (“GTCs”) are incorporated into and form a part of the contract for the purchase of the Products (as hereinafter defined) set forth in the applicable purchase order (“PO”), which includes but is not limited to any and all documents or agreements referenced herein or issued by Buyer (as hereinafter defined). These GTC’s may be updated from time to time, in Buyer’s sole and absolute discretion.

2. **Definitions.** The terms "Buyer" and "Seller" whenever used herein, shall mean those certain respective legal entities designated in the applicable PO. "Products" shall mean those certain goods, supplies, equipment, parts, materials, including, without limitation, tangible and intangible deliverables, works of authorship and intellectual property (e.g. software and firmware), labor and/or services, as well as all portions, prototypes, drawings, specification items, attachments, repairs, replacements and substitutions thereof as more specifically described in the PO. "Buyer's Plant" means the plant of Buyer designated in the PO. "Interest" means interest on the principal amount owed and accruing from demand through the date of repayment at the prime rate published in the Wall Street Journal as adjusted from time to time, plus one percent (1%) per annum. "Party" means any natural person, corporation, limited liability company, partnership, governmental authority or other recognized legal entity. "Third Party" means any Party other than Buyer or Seller. "Affiliates" means, in relation to any party, any person or entity directly or indirectly controlling, controlled by, or under common control with that party. For the purposes of this definition, "control" means the ownership or control of greater than 25% of the voting securities of that party. "Seller Document" means any bill of lading, terms and conditions, quotation, acknowledgment, side letter, electronic mail transmittal or other correspondence, invoice or other document issued by Seller.

3. **Entire Agreement; Offer/Acceptance.** Any PO issued by Buyer is an offer by Buyer to purchase the Products from Seller solely on the terms and conditions set forth therein. The PO is effective, valid, binding and fully enforceable against Seller, when Seller accepts the PO. Acceptance may be through performance, including (a) commencing work or performance with respect to any part of the PO, or (b) any conduct by Seller that fairly recognizes the existence of a contract for the purchase and sale of the Products, or (c) execution of the PO. Written acceptance of the PO and/or failure to reject the PO prior to the expiration of two (2) weeks following Buyer’s delivery of the PO to Seller shall also constitute acceptance. For clarity, the PO does not constitute an acceptance of any offer, quote or proposal made by Seller, and Seller acknowledges and agrees that a request for quotation or similar document issued by Buyer is not an offer by Buyer. The PO is expressly limited to and conditional upon Seller's acceptance of the terms of the PO. Any additional or different terms proposed by Seller, whether in a Seller Document or otherwise, are unacceptable to and expressly rejected by Buyer, and are hereby waived by Seller and are not part of the PO. Any reference in the PO to a Seller Document or other prior communication shall not imply acceptance of any term, condition or instruction but is solely to incorporate the description or specifications of the Products, but only to the extent that such description or specifications are not in conflict with the description and specifications in the PO. This is the entire agreement between the parties respecting the Products, and no modification of the PO shall be effective unless in writing and signed by Buyer's authorized representative. This clause shall constitute a continuing objection to any such terms not specifically accepted by Buyer.

4. PO Duration; No Seller Right to Terminate. Seller acknowledges that Buyer is purchasing Products for use in a “just in time,” tiered supply chain, or under other circumstances in which timely manufacture and delivery is required, and that Buyer is relying upon Seller’s agreement to timely manufacture and deliver to Buyer the Products at the price, in the quantities and on the other terms and conditions stated in the PO to allow Buyer to fulfill its contract to sell goods which incorporate the Products. Accordingly, Seller may not terminate the PO before expiration, except for Buyer’s failure to pay undisputed amounts due which remains uncured for 60 days after written notice, and Seller remains subject to all other provisions in these Terms, including transition obligations. Unless otherwise stated on the face of a PO or in a writing signed by Buyer, the duration of each PO is the life of Buyer’s customer’s vehicle program for which Buyer is purchasing the Products. In the event Seller requests that Buyer resource or multisource the Products from Seller to a new or additional supplier in part or in whole, Buyer may in its sole and absolute discretion refuse such request for any reason, in which case Seller must fully and faithfully perform its obligations under the PO for the remaining term of the PO. In the event Buyer elects to multisource or resource the Products in whole or in part for any reason, Seller shall: (a) cooperate in all respects with the transition to the new supplier including, (i) allowing Buyer, the new supplier and/or their respective agents to inspect the then current production processes being utilized at Seller’s facility, (ii) granting to the new supplier a non-exclusive, royalty-free, worldwide, full-paid license to use any prints, drawings, specifications or other technology reasonably necessary (in Buyer’s sole determination) for the new supplier to manufacture and sell Products to Buyer, and (iii) the removal from Seller’s facilities of all Buyer-owned tooling (including manuals, logs and the like); (b) reimburse Buyer for any production part approval process (“PPAP”) costs that it may incur as a result of the resourcing; (c) pay to Buyer the present value of any increased price for the Products over the expected life of the program prior to the time of resource; and (d) fully comply with the provisions of the PO relating to the transition of supply.

5. Price; Invoice. The prices set forth on the PO shall (a) be in U.S. Dollars (unless another currency is otherwise expressly stated in the PO), and (b) be fixed and not subject to increase for any reason, including but not limited to increased raw material or component costs, increased labor or other manufacturing costs, increased development costs, increased transportation costs or changes in duties or tariffs, currency fluctuations, or changes in volumes or program length from those estimated or expected, unless agreed to in an executed writing by the Buyer. The price specified on the PO includes all subcontracting costs associated with the PO, as well as all federal, state, provincial, value added and local taxes and any duties applicable to provision of the Products and all storage, handling, packaging and all other expenses and charges of Seller. Buyer will have no responsibility for any decreased profitability or increased costs incurred by Seller, including in connection with any raw materials or subcontractors, unless such additional costs have been negotiated and agreed to in advance and in writing by Buyer. Invoices shall be issued by Seller to Buyer no earlier than delivery of the Products to Buyer and no later than thirty (30) days thereafter. Seller shall, at its sole expense, comply with Buyer’s instructions and then current policies with respect to the form, content and method for submission of invoices. Seller shall promptly submit correct and complete invoices or other agreed upon billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products. Unless otherwise stated in the PO, Buyer shall pay invoices for Products which are properly presented and not subject to dispute according to the terms stated in the PO. If no terms are stated in the PO, Buyer shall pay net sixty (60) days, after the latter of: (x) the Products being

received and accepted at Buyer's facility; or (y) Buyer's receipt of Seller's undisputed invoice. Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. If the payment date is not a business day, payment shall be due the next business day thereafter and shall in no case be considered late. Payment shall be deemed to occur upon transmittal by Buyer of any wire transfer of payment or ACH into the account of Seller. Seller acknowledges and agrees that Seller's financial condition, insolvency and/or failure to timely pay its suppliers or other creditors may create a disruption in the supply chain. In the event Buyer elects in its sole and absolute discretion to pay any of Seller's obligations in order to avoid or cure a disruption in the flow of Products to Buyer, Buyer shall have the right to withhold from and setoff against any funds due to Seller from Buyer the aggregate amount paid in respect of Seller's obligations and, if such right of setoff is insufficient for Buyer to immediately recover all such amounts, Seller shall pay to Buyer the remaining balance within ten (10) days of Buyer's payment. Seller shall submit all invoices strictly in compliance with the NA DENSO Invoice Reference Guide (NAPGREF01.000), and any non-compliant invoices shall be subject to rejection without liability to Buyer.

6. Quantity, Product Fabrication, Shipping Schedules & Releases. If a quantity term is not stated in a PO, all PO's for Products used in production by Buyer or its customer, or in and for their corresponding service and replacement Products, are presumed to be PO's for 100% of Buyer's requirements of the Products for the life of Buyer's customer's program. 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 PO or in written instructions, scheduling agreements, or other similar releases designated by Buyer and forwarded to the Seller by Buyer by an authorized representative of Buyer ("Release(s)"). Deliveries are to be made in quantities and at the times specified on the face of the PO or in written instructions forwarded to the Seller by Buyer, but Buyer may from time to time change such quantities and times in the Releases, or direct temporary suspension of the scheduled deliveries, in its absolute discretion, without any liability whatsoever. Releases are incorporated into, and are an integral part of, the PO and are not independent contracts. A reference to quantities of Products contained in a PO for tooling is to obtain a warranty of performance for the tooling and/or of the Products to be produced with the tooling and is not an obligation or commitment by Buyer to purchase any particular quantity of Products. A reference in a PO to a minimum or maximum quantity of Products is a warranty by Seller of its commitment to maintain the indicated capacity and production levels and is not a guarantee of a particular quantity of Products to be ordered by Buyer. Seller is responsible for any costs incurred to comply with Buyer's releases, including but not limited to costs to increase capacity to a reasonable amount above estimated or historical maximum quantities. Seller shall maintain production and delivery capacity so that deliveries can be made in accordance with Buyer's releases. Seller shall immediately inform Buyer if there is any risk of deviation from releases and shall take all available measures to avoid such deviation. Seller acknowledges that the actual need for the Products is driven by the requirements of Buyer's customers, and Seller must remain flexible to adjust to these and other contingencies. All Products received in excess of the quantities in a Release shall be subject to return for credit at Seller's expense. Buyer shall not be responsible for payment for Products in excess of the quantities specified in the Releases. Seller accepts all risks associated with lead times for raw materials and/or subcomponents if beyond the quantities specified in the Releases. Time and quantities are of the essence under the PO. Seller shall deliver Products 100% on-time, in the quantities and at the

times specified by Buyer in Releases. Seller warrants full and unrestricted title to Buyer for the Products delivered by Seller, free and clear of any and all liens, restrictions, reservations, security interests or encumbrances of any kind. Upon written request by Buyer, Seller shall manufacture Products in excess of Buyer's current requirements as a reserve for shipment at such levels as may be set by Buyer from time to time in its sole and absolute discretion, at the prices and in compliance with the terms of a then-current PO, without premium or other condition, for such reasons including an anticipated or actual inadequacy of supply, or other uncertainty relating to the supply or delay in the performance of Seller's obligations. Until such reserve Products are purchased by Buyer, they shall remain the property of Seller and shall be held by Seller at its sole risk and expense. If Seller is responsible for set-up or installation under the PO, Seller shall bear all of the necessary and incidental costs, including, without limitation travel and living expenses and provision of tools and the like to accomplish Seller's obligations under the PO. Seller shall be third party registered to ISO9001:2015 by an accredited third-party certification body, unless otherwise specified by Buyer in writing, with a goal of conformity to IATF16949.

7. **Delay in Delivery.** If Seller, for any reason, does not comply with Buyer's delivery schedule, of which time is of the essence, Buyer at its option may approve a revised delivery schedule, require expedited delivery, including by air freight, at Seller's expense, or may terminate this PO without liability to Buyer on account thereof. In either such case, Seller shall be solely responsible for any incremental costs due to the more expeditious transportation method. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries, excess deliveries or any other delivery that is not a 100% on-time delivery ("Nonconforming Deliveries"). If Buyer elects in its sole and absolute discretion to accept one or more Nonconforming Deliveries, such acceptance shall not constitute a waiver of Buyer's right to reject any other shipment which does not conform to the Release. Seller shall be responsible for any additional costs incurred by Buyer, including damages or debits imposed on Buyer by Buyer's customers or any Third Party, as a result of any Nonconforming Deliveries.

8. **Payment Not Acceptance.** Payment for Products shall not constitute acceptance, and all Products shall be subject to Buyer's inspection and rejection at Buyer's Plant. Neither payment nor acceptance shall constitute acknowledgment of the absence of breach of warranty or limit any of Buyer's rights hereunder.

9. **Taxes.** Except as may be otherwise provided in a PO, Seller shall pay, out of the purchase price, all federal, state and local taxes applicable to any provision of the Products, provided that any national, state/provincial, and local sales, use, excise, recoverable value-added (VAT), and/or privilege taxes, if applicable, will be identified on Seller's invoice separately from the price. If Seller is obligated by law to charge any excise, value-added and/or similar tax to Buyer, Seller shall ensure that it is invoiced to Buyer, and once collected, is promptly remitted by Seller to the appropriate government authority, all in accordance with applicable laws so as to allow Buyer (without any registration with the government) to reclaim such excise, value-added and/or similar tax from the appropriate government authority. Seller transfers to Buyer all taxes, fees, and duties which are recoverable by Seller and shall cooperate with Buyer to enable Buyer to recover such sums.

10. **Intellectual Property Rights.**

- a. “**Intellectual Property Rights**” means all intellectual property rights or similar proprietary rights, including but not limited to (i) inventions, patent rights (including utility and design patents), utility models, and moral rights, (ii) copyrights and database rights, (iii) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (iv) methodologies, know-how algorithms and/or trade secrets or other intellectual property rights (whether or not registered), (v) mask works, (vi) industrial design rights, and (vii) all other intellectual property rights and equivalents or similar forms of protection existing anywhere in the world; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.
- b. Seller acknowledges and agrees that Buyer shall own all right, title, and interest in and to all Products and all Intellectual Property Rights contained therein or derived therefrom, as well as all inventions, works of authorship, modifications, derivative works, improvements, compilations, deliverables, and developments conceived, created, written, or generated by or on behalf of Buyer or under or related to this PO, including those developed for incorporation into the Products that are either developed by Buyer alone, by Buyer and Seller jointly, or by Seller alone as requested by Buyer in connection with any PO (“**Buyer IP**”). For clarity “**Buyer IP**” shall also mean all of the following, whether provided by Buyer or conceived under this PO: (i) techniques, sketches, drawings, notes, powerpoints, models, inventions, technology, trade secrets, (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable), and (ii) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information.
- c. Seller hereby assigns to Buyer, for no additional consideration, all Seller’s Intellectual Property Rights, in all Products and all Buyer IP and the right to produce, use, sell and to obtain, from alternate sources, products and services similar to the Products, including related systems and components. 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 for the benefit of Buyer any Buyer IP upon request of Buyer. Seller hereby constitutes and appoints Buyer with full power of substitution, Seller’s true and lawful attorney-in-fact to execute, acknowledge and deliver on behalf of Seller all documents and agreements necessary or proper to affect the assignment obligations contemplated by this Section. In the event this assignment fails for any reason, including by operation of law, Seller hereby grants Buyer a fully paid-up, irrevocable, perpetual, worldwide, license and right, with the right to grant sublicenses, to any and all Intellectual Property Rights that are not conveyed by this PO for any purpose. For certainty there will be no fee for the foregoing license.

11. **Infringement Indemnity.**

- a. Seller represents, warrants, and covenants that the Products, and the sale, offer for sale, import, export, use, copying, exhibition, display, execution, lease and/or other disposition thereof by Buyer its customers, and any Third Party (before or after incorporation into Products during

manufacture) do not and will not (a) infringe, misappropriate, or violate the Intellectual Property Rights of any Third Party, (b) contain any open source software, and/or (c) contain any essential patents, standard essential patents, or any other patent presently existing or coming into existence in the future that may be deemed essential to a technical standard or cannot be avoided due to the Products being compliant or compatible with a technical standard (“SEP(s)”) which is not disclosed to Buyer and to which Seller does not have the right to provide to Buyer as granted hereunder. Seller warrants that it is aware of the uses to which the Products are to be put, and grants to Buyer and its customers, and each party or entity to which the Products are provided, a fully paid-up, worldwide, unrestricted, irrevocable and perpetual license and right, with the right to grant sublicenses, under Seller’s current and future intellectual property rights to offer to sell, use, have made, repair, reconstruct, copy, exhibit, display, execute, prepare derivative works of, import, export, lease or otherwise dispose of the Products in any manner, and warrants that Seller has full right to grant said license. Seller will not assert or transfer to any third party a right to assert against Buyer or Buyer’s customers any Intellectual Property Rights that Seller has or may have that are applicable to the Products used or furnished under the PO. Seller will not sell or otherwise dispose of any Products that incorporate any Intellectual Property Rights of Buyer or the Buyer IP to any party other than Buyer without Buyer’s prior written consent.

- b. Seller, at its expense, shall defend, indemnify, and hold harmless Buyer and its successors, assigns, and customers with respect to every claim that may be brought against Buyer for any actual or alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Seller's activity under a PO, or the manufacture, sale, or use of the Products (i) alone (including without limitation any claims relating to the use of or incorporation of SEP(s) in the Products); (ii) in combination by reason of their content, design, or structure; or (iii) in combination in accordance with Seller's recommendations. Seller shall investigate and defend or otherwise handle every such claim, and at Buyer's request, assist Buyer in Buyer's investigation, defense, or handling of any such claim. If the use or sale of the Products is enjoined, Seller shall, at its own expense and at Buyer's option, either: (x) procure the right to continue using the Products; (y) replace the Products with a non-infringing equivalent, plus pay for all costs of validating such equivalent; and/or (z) remove the Products and refund the purchase price and the transportation and installation costs thereof. Seller's obligations shall apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller and, unless Seller provides a non-infringing equivalent acceptable to Buyer and its customer, even if Buyer has notice of a claim of infringement and continues to purchase, use, or resell Products.

12. 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 original (in the case of works of authorship) or composed of all new materials and components and conform to this PO in all respects, (ii) conform to all specifications, drawings, samples and other descriptions furnished and/or specified by Buyer, as well as all quality, performance, fit, form, function and appearance requirements furnished to Seller by Buyer or its assigns, (iii) be merchantable and fit for the purpose for which the Products are intended, including as a component in the system, and in the environment in which the Products are or reasonably may be expected to perform, (iv) be free from all defects in design, workmanship and materials and be of highest quality

and workmanship, and (v) conform to all industry standards, laws and regulations in force in countries where the Products or vehicles equipped with the Products are sold, including all Federal Motor Vehicle Safety Standards and regulations existing or issued by the U.S. Department of Transportation, the National Highway Traffic Safety Administration and other vehicle safety regulations issued by any governmental authority or agency. Seller shall comply with all quality requirements and procedures established by Buyer or Buyer's customer, as revised from time to time. Buyer's quality manual and production control manual are incorporated herein by reference.

- b. Seller's warranties in subsection (a) begin on the date of delivery to Buyer and continues until the last to occur of the following: (i) four years after delivery to Buyer; or (ii) the expiration of the longest time period which Buyer or Buyer's customer or the original equipment manufacturer in which the Products may be installed may be required, by contract or law, to repair or replace the Products or Buyer's assembly incorporating the Products. The statute of limitations period applicable to any breach of warranty will be the longest statute of limitation period for breach of contract, product liability or indemnity claims in any applicable jurisdiction, or, in the case of any recall campaign, the longest time period provided by the government where the Products are used.
- c. In the event that Buyer, Buyer's customer, or the carmaker/OEM voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles, or other finished products, on which the Products or any parts, components or systems incorporating the Products are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action ("Remedial Action"), the warranty will continue for such time period as may be required by Buyer's customer, the carmaker/OEM or the federal, state, local or foreign government where the Products are used or provided.
- d. Seller's liability for breach of warranties given herein may be determined by Buyer's analysis of a sample of Product against which claims are made that the Product is defective. Seller may participate in such analysis at its own cost in accordance with Buyer's procedure which is subject to change by Buyer from time to time in Buyer's sole and absolute discretion. At all reasonable times, Buyer and Buyer's customer may inspect and/or test the Products to be furnished under this PO at any location. Buyer may conduct one hundred percent (100%) inspection of Products or any lot of Products or, at Buyer's option, Buyer may select and inspect samples thereof, and Buyer shall have the right to reject all or any portion of the Products or lot of Products as any such inspection reveals that any Product is defective or nonconforming. Buyer's approval of Seller's designs, materials, processes, drawings, specifications or the like will not be construed to relieve Seller of any warranties, nor will a waiver by Buyer of any required specification as to any particular Products constitute a waiver of any such requirements for any other Products.
- e. Seller also expressly warrants that title to all of the Products shall be vested in Buyer free and clear of any and all liens, encumbrances and future obligations or restrictions 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.
- f. Upon any breach of warranty, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may without any liability to Seller: (i) cancel all or any portion of this

PO, (ii) require the Seller to repair or replace any or all nonconforming 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) return samples of nonconforming Product to Seller and request that Seller investigate the nonconformity and submit an action plan to Buyer to correct the nonconformity in a timely manner, at Seller's sole expense; (iv) require Seller to pay all costs and expenses arising from inspection, sorting, delivery, storage, disposal and/or return of nonconforming Products, (v) purchase replacement Products from a Third Party and charge the same to Seller; and/or (vi) collect from Seller all costs and expenses (including attorneys' fees) incurred by Buyer as a result of Seller's breach of the foregoing warranties or failure to satisfy the remedies provided herein, including all costs assessed against Buyer by Buyer's customer relating in any way to Seller's supply of nonconforming Products.

- g. Upon the occurrence of a Remedial Action, where Seller's supply of nonconforming Products was a cause of the Remedial Action, Seller shall be liable to Buyer for all costs, damages, penalties, fines, and expenses related thereto, including but not limited to: (i) customer chargebacks to Buyer or other cost recovery by Buyer's customer from Buyer; (ii) costs of inspection, sorting and replacing nonconforming Products or other goods incorporating nonconforming Products, (iii) expenses resulting from production interruptions; (iv) legal fees, expenses and damages incurred in any way in connection with the Remedial Action or any consumer class action arising as a result of the Remedial Action.

13. Default. Seller shall be in default ("Default") hereunder if (a) Seller breaches the terms and conditions of this PO, or does not comply with this PO in all respects, or (b) Seller is insolvent or makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, or (c) Seller fails to provide Buyer with adequate assurance of Seller's ability to perform its obligations under this PO within five (5) days of written notice by Buyer of Buyer's concern that Seller's financial or other condition or progress on this PO endangers timely performance. Upon any Default hereunder, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may without any liability to Buyer: (x) cancel all or any part of this PO and pay the contract price for conforming Products delivered prior to notice of cancellation, (y) purchase replacement Products from a Third Party, and (z) recover from Seller on demand any and all increased costs or other damages relating to such default, plus Interest and any attorneys' fees incurred by Buyer as a result of said default, costs of suit and other damages.

14. 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 this PO shall constitute a waiver thereof, and no waiver thereof shall constitute a waiver of any other provision.

15. Indemnification.

- a. Seller shall indemnify, defend and hold Buyer, its Affiliates, successors, assigns, customers and each Third Party to which Products are provided whether directly or indirectly, and each of their shareholders, directors, officers, employees and agents, harmless from and against any and all claims, demands, actions, causes of action, suits, judgments, costs, fees, penalties, damages (including without limitation, recall, repair and replacement expenses and other incidental and consequential damages, liquidated damages and contractual penalties), attorneys' fees (including those associated with enforcing this PO and/or relating to the

investigation, defense and handling of any claims) and all other liabilities and obligations whatsoever, for personal injury, death, property loss or damage, or any other loss, expense, or damage ("Losses") arising from or relating to :

- i. the performance by Seller or any of Seller's employees, agents, or subcontractors of any services or acts, whether on property of Buyer, Seller or any Third Party;
 - ii. any actual or alleged breach of any express or implied warranty made by Seller or any of Seller's employees, agents, or subcontractors with respect to the Products or otherwise and any claim of a Third Party relating to any Products or their quality;
 - iii. any actual or alleged breach by Seller of this PO or any other agreement between Buyer and Seller;
 - iv. any recall campaign in which Buyer or any customer of Buyer or any Third Party participates that is caused in whole or in part by any nonconforming or defective Products;
 - v. any violation of law by Seller, including but not limited to any data privacy laws, or any Security Incident;
 - vi. any spill, discharge or emission of a material, substances or hazardous waste by Seller or by any failure of Seller to report hazardous substances, or other act or omission, whatsoever, of Seller or any of Seller's employees, agents, or subcontractors with respect to any of the Products; and/or
 - vii. any breach by Seller of its obligations with respect to Intellectual Property Rights or any infringement claim brought against Buyer arising from or related to Products.
- b. To the maximum extent permitted by applicable law, Seller's indemnification shall be applicable even as to Losses caused in whole or in part by an indemnitee's negligence, but shall not apply to the extent that Losses are clearly shown to have resulted solely and directly from the willful misconduct of such indemnitee. 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. Seller's obligations hereunder will not be limited to the extent of any insurance available to or provided by Seller. This subsection shall not apply to any liability for which the law prohibits an Indemnitee from obtaining indemnity.

16. Cancellation for the Convenience of Buyer and Changes.

- a. Buyer reserves the right, for any reason, to cancel any undelivered portion of this PO upon written notice to Seller without any liability to Seller, except as set forth herein. Upon notice of such cancellation, and 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 this PO: (a) any unpaid purchase price for conforming Products accepted by Buyer prior to cancellation in accordance with this PO, (b) the reasonable direct out-of-pocket costs of work in process and raw materials reasonably incurred by Seller in furnishing or preparing to furnish the Products under a PO or release to the extent such costs are reasonable in amount and are properly allowable or apportionable to the terminated firm portion of a PO or any Releases; less, however, the reasonable value or cost (whichever is higher) of any Products or materials subsequently used or sold by Seller with Buyer's written consent. Buyer shall not be liable to pay for finished Products, work in process or raw materials obtained, fabricated or processed by Seller in amounts in excess of those authorized as firm in Releases, for any undelivered Products which are Seller's standard stock, or which are readily marketable, or for any finished Products or materials which are not promptly delivered to Buyer after request by

Buyer. Unless stated otherwise in a PO, the firm release period for completed Products is four weeks. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make any other payments to Seller, directly or on account of claims by Seller or Seller's suppliers or subcontractors, arising from termination of a PO, including but not limited to for loss of anticipated profit, revenue or opportunity, and for business interruption, unabsorbed overhead, product development and engineering costs, facilities and equipment, rearrangement cost or rental, unamortized depreciation costs, general and administrative burden charges, or interest on claims. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer with sufficient supporting data to permit Buyer's audit and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Payment under this Section shall constitute the exclusive liability of Buyer, if a PO is terminated by Buyer pursuant to this Section. Seller has no right to terminate a PO except for a material breach by Buyer of Buyer's payment obligations as herein stated, to the extent of an amount not disputed by Buyer, provided that Seller shall first give Buyer written notice of any such breach and a reasonable opportunity (not less than 30 days) to cure. Buyer will have no obligation for payment to Seller under this Section 16 if Buyer terminates all or part the PO due to Seller's Default, except as set forth in Section 13. Any termination shall be without prejudice to any claims that Buyer may have against Seller.

- b. Required Changes and Requests for Adjustments. Buyer reserves the right at any time to direct Seller to make changes in quantities, drawings, specifications, testing or quality control, packaging, shipment, scope of work and other specific terms of a PO. Seller shall consider and advise Buyer of the potential impact of a design change on the Products and on the system or assembly in which the Products are used, including regarding their performance. Any actual or projected impact on price (higher or lower) or time for performance necessarily resulting from a Buyer directed change shall be reported by Seller to Buyer, and any adjustment to price or schedules shall be requested by Seller in writing, with all supporting documentation, within ten (10) days of receipt of Buyer's written change directive or within such other time as Buyer may direct or as may be required by Buyer's customer. Time is of the essence for Seller's request. Buyer shall issue a PO amendment promptly if it agrees with Seller's request. If Buyer disagrees, the parties shall negotiate in good faith to achieve an equitable adjustment. Seller shall diligently and promptly perform a PO and all Buyer directed changes while its request is being evaluated and during any period of dispute regarding Buyer's directed changes. The price may be adjusted solely to compensate Seller for increased costs of materials and other direct production costs (excluding overhead and profit) directly and necessarily incurred as a result of the changes, and the terms for performance shall be adjusted only for the period actually required to comply with the changes. Buyer shall have the right to audit all relevant records, facilities, work or materials of Seller to verify any request. Except as otherwise specifically required by a PO, any purported change or adjustment in price or time shall be binding on Buyer only if made in a written PO amendment issued by Buyer
- c. Limitation on Changes. Without the prior approval of Buyer on the face of a PO amendment, Seller shall make no changes to any PO or the Products covered by a PO, including, without limitation, changing: (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under a PO, (ii) the facility from which Seller or its supplier operates, (iii) the price of any of the Products covered by a PO, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with a PO; (v) the fit, form, function, appearance, performance of any Products

covered by a PO; or (vi) the production method or any process or software used in the production or provision of any Products under a PO. Any changes by Seller to any PO or the Products covered by a PO without the prior approval by Buyer on the face of a PO amendment or in a signed writing by Buyer's authorized officer or agent shall constitute a breach of a PO.

17. Title to Products. Seller transfers to Buyer title to the Products upon the earlier to occur of (a) Seller's commencement of work with or on such Products, or (b) acquisition of such Products by Seller. Even if Buyer has not paid Seller for such Products, title to the Products will transfer to Buyer, as provided above, except that Buyer will not be relieved of its obligation to pay Seller to the extent required by the PO. Seller waives, releases and discharges all liens, claims, interests and encumbrances it has or may have with respect to the Products, other than Seller's right of payment under the PO. Notwithstanding Buyer's ownership of, and title to, the Products, if, for any reason, it is determined that Buyer does not have title thereto, Seller hereby grants to Buyer a first priority security interest in the Products. Seller will execute and deliver to Buyer and/or file, and authorizes Buyer to prepare and file on Seller's behalf, any financing statement, UCC-1 or similar document to give notice of Buyer's ownership and/or security interest in, the Products. Failure to file a financing statement will not alter or affect Buyer's interests in and rights to the Products.

18. Transition of Supply. The parties acknowledge that the Products represent components that will be incorporated into motor vehicles, and other systems and transportation related equipment, and that any disruption in the supply of Products would materially and irreparably harm Buyer and Buyer's customers, and that any re-sourcing of the Products by Buyer to alternative supply sources would require significant time, effort, cost and resources. Accordingly, upon expiration or termination of the PO for any reason, Seller will cooperate with the Buyer to avoid production disruptions while the production of the Products is being resourced to another supplier. To the extent requested by the Buyer, and at no cost to Buyer, Seller will: (a) work diligently with the Buyer to identify an alternative source of supply that is acceptable to the Buyer, (b) promptly provide all requested information and documentation regarding, and access to, Seller's manufacturing process, including identifying Seller's component-part and raw-material suppliers relating to the Products, including without limitation on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components, and (c) upon Buyer's request, providing a sufficient additional stock of Products covered by the PO (as determined by Buyer), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Products as needed. In addition, the Supplier will supply the Buyer at the prices and other terms stated in this PO during the transition period to the new supply source, as reasonably determined by Buyer. If a transition period longer than six (6) months is required, the Buyer and the Supplier will negotiate in good faith on the terms and conditions of any longer transition period. Buyer shall only pay for deadstock for conforming Products, to the extent pre-approved in writing by Buyer at such quantities as determined by Buyer in its sole and absolute discretion, and only to the extent that Seller is not in breach of this PO.

19. Buyer Tooling. Seller shall not purchase for the account of Buyer or charge to Buyer any tools, jigs, molds, dies, fixtures, patterns or other equipment (collectively, "Tools") used or useable for producing Products pursuant to this PO, unless such Tools have been listed on Seller's invoice and approved by Buyer in an executed writing. Seller acknowledges that all Tools so approved, all Tools otherwise supplied by Buyer, and all Products returned by Buyer for repair or pending

replacement (collectively, "Buyer Property") are and shall be owned by Buyer and used only for the production of Products for Buyer. Seller shall have only temporary possession thereof and shall deliver all or any part thereof to Buyer immediately upon demand or automatically upon any bankruptcy or insolvency filing or other similar event. Seller is responsible for labor and other costs of dismounting, dismantling, packaging, and otherwise preparing and staging such Buyer Property for delivery to Buyer. Seller shall cooperate with Buyer in removing Buyer Property from the location of Seller or its subcontractor. Seller shall have no right, after tender of the purchase price of Buyer Property, to retain possession of any Buyer Property to secure payment of any amounts owed or for any other reason, and Seller waives any common law or statutory lien rights, and acknowledges that a claim for damages (with any bond in the amount of the purchase price of tooling to be purchased as may be required by a court) is an adequate remedy. Seller at its own expense shall keep all Buyer Property in good condition and fully insured for the benefit of Buyer, and Seller shall bear the risk of loss and damage of Buyer Property at all times while in Seller's possession, will keep it segregated from all other assets and labeled as being the property of Buyer, shall not move Buyer Property from Seller's premises without Buyer's prior written consent except in case of an emergency in order to protect Buyer Property and with reasonable notice to Buyer after such emergency move, and will immediately sign and file any UCC-1 forms or financing statements required by Buyer in respect thereof. Seller hereby grants Buyer the option of purchasing, at the lower of book value or current market value, any Tools which are not Buyer Property and have been used for the manufacture of the Products. Payments made by Buyer for Buyer Property are made by Buyer to Seller in express trust for the benefit of Buyer and of any third party toolmaker and other supplier used by Seller or others to produce all or a portion of the Buyer Property who has a perfected toolmaker's lien or similar lien on the Buyer Property which is superior to Buyer's interest in the Buyer Property. Seller shall hold these payments as trustee in express trust for Buyer and the toolmaker to satisfy such lien. Seller acknowledges that such toolmaker is an intended third-party beneficiary of this Section and that Buyer and the toolmaker each has the right to enforce the trust directly against Seller only. As an obligation of its position as a trustee, Seller shall provide in its purchase order or other agreement with the toolmaker or other supplier that it shall not include or consent to include Buyer as a party to an action against Seller for payment of all or a portion of the Buyer Property but shall provide notice to Buyer of any action to obtain or retain possession of Buyer Property. Seller shall at Buyer's request defend and/or indemnify Buyer against any action and the costs thereof, including reasonable attorney fees, by the toolmaker or other supplier against Buyer relating to Buyer Property. Seller accepts any completed or in process Buyer Property from Buyer "AS IS" and without any representation, warranty or duty from Buyer except as may be specifically stated in writing by Buyer. It is Seller's obligation to determine if the Buyer Property is suitable for its intended purpose. BUYER DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF BUYER AND ITS CUSTOMER WITH RESPECT TO ANY BUYER PROPERTY PROVIDED BY BUYER. Seller shall not dispose of any Buyer Property at any time without obtaining prior written approval from Buyer.

20. Services Performed on Buyer's Property; Insurance.

- a. If Seller's work under this PO involves operations by Seller on the premises of Buyer or the premises of one or more of its customers, Seller and its employees, agents and subcontractors shall abide and agree to be bound by all applicable rules and regulations of Buyer, including but not limited to its codes of conduct and other policies. Rules and regulations for contractors

and subcontractors, are available for inspection at any time by Seller, its employees, agents and subcontractors at Buyer's security office and such rules and regulations are hereby incorporated by reference and made a part of this PO. Seller shall take all necessary precautions to prevent the occurrence of any injury to person(s) or property during the progress of such work. Further Seller shall indemnify, defend and hold Buyer and its Affiliates, successors, assigns, customers and each of their shareholders, directors, officers, employees and agents harmless from any and all Losses arising from or related to Seller's acts or omissions at Buyer or its customers' property or facilities. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's property on account of any work performed or materials furnished under this PO and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer.

- b. Seller shall be responsible for obtaining and maintaining insurance coverage with reputable and financially responsible underwriters acceptable to the Buyer and having an A.M Best rating of at least A-VIII in amounts not less than the following:
 - i. Workers' Compensation - Statutory Limits for the state or states in which this PO is to be performed (or evidence of authority to self-insure);
 - ii. Employer's Liability - \$1,000,000 per accident, \$1,000,000 Bodily Injury by Disease Policy Limit and \$1,000,000 Bodily Injury by Disease Per Employee;
 - iii. General Liability (including General Aggregate, Products/Completed Operations, Broad Form Property Damage, and Blanket Contractual Liability) - \$1,000,000 per occurrence; and
 - iv. Automobile Liability (including owned, non-owned, hired, and leased vehicles) - \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- c. The comprehensive general liability insurance shall be an occurrence form of policy and cover global liability arising from products liability, premises, operations, independent contractor, products-completed operations, personal injury and advertising injury, recall and liability assumed under contract. Buyer shall be named as an additional insured under all policies except workers compensation, and all policies shall include a waiver of subrogation in favor of Buyer. Seller also waives subrogation against Buyer. At Buyer's request, Seller shall promptly furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and such certificates shall require the insurer to give Buyer thirty (30) days prior written notice of any termination, reduction in the amount or scope of coverage under any policy. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this PO. In the event of Seller's breach of this provision, Buyer shall have the right to terminate all or part of any PO for breach.

21. Data Handling & Information Security Requirements.

- a. Personal Data & Security. To the extent applicable, Seller shall be solely responsible for obtaining all necessary consents, approvals, and permissions required for the collection, use, and processing of any Personal Data in accordance with applicable laws and regulations. "Personal Data" means information can be used to uniquely identify, contact or locate a natural person, including but not limited to name, address, email address, or phone number, or as

otherwise defined by applicable data privacy laws. In the event that Personal Data is processed by Seller on Buyer's behalf, Seller agrees to be bound by the terms of Buyer's Data Processing Addendum, which can be provided upon request. Seller further agrees that it shall maintain sole responsibility for ensuring compliance with all cybersecurity obligations passed down by Buyer or requested hereunder, including but not limited to implementing and maintaining appropriate administrative, physical, technical, organizational and security protocols and measures to safeguard any and all information provided, accessed or processed hereunder, and protect same against accidental, unauthorized, or unlawful access, disclosure, damage, alteration, loss, misuse, or destruction. Seller shall take all reasonable measures to protect any and all such information in accordance with industry standards and best practices, which shall at a minimum, meet the requirements provided by Buyer at any time. Additionally, the Seller shall maintain industry standard ISO certifications (to the extent requested by Buyer) or and equivalent protocols that demonstrates its adherence to internationally recognized information security management standards, ensuring that all necessary safeguards are in place to protect against unauthorized access, disclosure, alteration, or destruction of the any Buyer information. Buyer may audit Seller's systems and servers at any time via a third party vendor to confirm compliance with the foregoing. If Seller becomes aware of or reasonably suspects any unlawful or unauthorized access to (a) any Personal Data, Buyer IP, or Confidential Information processed, collected, stored, or used hereunder, or (b) a Seller facility or Buyer's Tools or Products (each a "Security Incident"), Seller will notify Buyer of the Security Incident without undue delay but in any event within twenty-four (24) hours of discovery or reasonable suspicion, and at Seller's costs, take all steps necessary to investigate, provide notifications, and remediate, the Security Incident. Seller shall (x) cooperate with Buyer and assist in all manners requested by Buyer to limit the scope of damages caused by such Security Incident, and (y) immediately implement appropriate patches, fixes, protocols and efforts to cure the Security Incident and prevent future Security Incidents through appropriate security measures, at Seller's expense. Further, Seller shall maintain and regularly update a comprehensive business continuity and recovery plan with detailed procedures. A copy of such policy will be provided by Seller within forty-eight (48) hours of Buyer's request. Seller will also consider input from Buyer to implement strategies that mitigate cyber security incidents and cooperate to provide information as requested by Buyer through applicable surveys, online platforms and systems.

- b. Product Cybersecurity. Seller must maintain a reasonable, risk-based program, supported by appropriate technical and operational measures including policies and procedures, to ensure the cybersecurity of any Products that include software, hardware, or other electrical components. Seller's Product cybersecurity program must provide for security by design, vulnerability management, governance, and any additional elements identified by Buyer in a manner consistent with industry best practices, including but not limited to ISO/SAE 21434.
- c. Supply Chain Cybersecurity. Seller shall ensure its subcontractors and suppliers are contractually bound to comply with the provisions of this Section.

22. Force Majeure. Seller shall not be liable for a reasonable delay or default in furnishing Products hereunder and Buyer shall not be liable for failure to perform any of its obligations hereunder, to the extent that such delays or defaults on the part of Seller or such failure on the part of Buyer, are due to causes beyond their reasonable control, and not due to labor problems or Seller's negligence, fault or financial difficulties, including without limitation acts of God, fire,

flood, storm, riots, sabotage, national emergency, war, pandemic, or actions by any governmental authority (“Force Majeure Event”), provided that the party asserting the defense of force majeure must give the other written notice of the commencement of the occurrence that caused the failure as soon as reasonably practicable after learning of it and shall continue to tender partial performance of the PO if possible. Delays or non-performance of a subcontractor or supplier of a party are Force Majeure Events only if and to the extent that the subcontractor or supplier’s delay or non-performance is itself attributable to a Force Majeure Event. Upon notice, Seller may be required to use alternative means of performance, at Seller’s cost, to mitigate the impact, including shipping by different means or procuring substitute materials after first obtaining written approval for such change from Buyer. In the event that Seller’s ability to perform is only partially impacted by a Force Majeure Event, such that allocation between Buyer and Seller’s other customers is necessary, Seller shall supply Buyer before it supplies any other regular customers who did not have outstanding contracts or orders at the time of the force majeure event and before it supplies its own requirements. Seller shall resolve any open issues or options regarding allocation in favor of Buyer. Notwithstanding the foregoing, in the event any delay in delivery by Seller caused by a Force Majeure Event will, in Buyer’s opinion, cause a delay in delivery to Buyer’s customers, Buyer shall have the option to terminate all or a portion of this PO in order to obtain the Products elsewhere, without liability to Buyer. Unprofitability or an increase in the cost or decrease in the availability of raw materials, components, fuel or supplies, including but not limited to tariffs or increased shipping, export, or import costs, shall not be considered a Force Majeure Event.

23. Set Off. Buyer shall be entitled at any time to set off any sums owing by Seller or its Affiliates to Buyer or to any of Buyer’s Affiliates, against sums payable by Buyer in connection with this or any other PO. Without limiting the foregoing, Buyer may deduct from and set off against Seller as follows: (a) any amount owed by Seller to any Third Party related to any contract for Tools or Buyer Property, and Buyer may pay the set-off amount directly to such Third Party, (b) the amount of any claims of Buyer against Seller arising out of or related to Seller’s performance of its obligations under any agreement with Buyer or its affiliates, including any PO, (c) any amount due to Buyer for a Nonconforming Delivery, adjustments in invoices, credits, returns, price changes, or any other similar quantity or price reconciliation arising out of or related to the Products or Seller’s obligations under any PO, (d) the full amount of any disputed sum that has been previously paid if such dispute has not been resolved within ninety (90) days after notice, (e) any amount incurred by Buyer in the exercise of its rights under any PO, (f) the amount of any claims or losses arising from or related to Seller’s indemnification obligations hereunder, or (g) any amount owed to any Third Party, including governmental authorities or Buyer’s customers, whether by or on behalf of Seller. The amounts calculated and all records maintained by Buyer will be final, absent demonstrable error. Buyer will decide on the method used for determining and implementing the set-off rights set forth in the PO. Buyer’s right to deduct or set off pursuant to this Section is not dependent or conditioned upon Seller’s receipt of any prior written notice. Buyer’s failure to deduct and set off any amounts will not release Seller from its obligation to pay Buyer in full for the amount of any claim.

24. Buyer’s Liability Limited. In no event shall Buyer be liable for anticipated profits, lost profits, production costs, engineering and development costs, interest, or penalties or incidental, consequential, punitive, exemplary or other damages or liabilities arising from or in any way

related to this PO, whether for breach of contract, late payment, property damage, personal injury, termination, full or partial cancellation, changing business needs, death, or otherwise.

25. Limitation on Assignment. This PO is issued to Seller in reliance upon its personal performance of the duties and obligations required hereunder. Seller may not, without prior written consent of the Buyer, assign or delegate (including without limitation by subcontract) in whole or in part, its obligations under a PO, or enter, or offer to enter, into a transaction that includes a sale of a substantial portion of its assets used for the production of the Products for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller. In the event of any approved assignment (including without limitation subcontract), sale or delegation authorized by Buyer, Seller shall retain all responsibility for Products, including all related supply obligations, warranties and claims, unless otherwise expressly agreed in writing by Buyer. Failure to comply with provisions in this Section shall affect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder without liability. Buyer shall have the right to assign any benefit or duty under the PO to any third party upon notice to Seller with or without Seller's consent.

26. Compliance with Laws & Buyer Requirements.

- a. Seller agrees to comply with all applicable federal, state, provincial and local laws, rules, regulations and ordinances in connection with the design, manufacture, sale, delivery and use of the Products, including without limitation obtaining or making all approvals and filings, and, upon request, Seller will submit to Buyer evidence of such compliance. Additionally, Buyer may pass down any and all requirements related to the Products which are requested from its customers. Seller shall at all times comply with, all the requests and expectations documented in the DENSO ECO VISION Guidelines published by Buyer, and Seller will participate and report fulfillment of requests through the channel designated by Buyer. Further, Seller shall at all times, commit to sustainable business practices, fair labor practices and human rights standards that adhere to internationally recognized fundamental standards and comply with applicable law.
- b. In furtherance and not in limitation of subparagraph 26(a), Seller hereby certifies that the Products were produced and delivered in compliance with the following: (i) all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof, (ii) all applicable provisions of the Equal Opportunity clause set forth in Title 41 of the Code of Federal Regulations 60-1.4(a), the Listing of Employment Openings clause set forth in Title 41 of the Code of Federal Regulations 50-250.2, and the Employment of the Handicapped clause set forth in Title 41 of the Code of Federal Regulations 60-741.4, and (iii) the requirements of the Uyghur Forced Labor Prevention Act. This PO shall be deemed to incorporate by reference all the clauses required by the provisions of said regulations and laws. Further, Seller agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), genetic information (including testing and characteristics), sexual orientation, gender identity, national origin or ancestry, citizenship status, age, disability, veteran status, uniformed service member status, or any other status protected by federal, state or local law, and Seller certifies that it does not maintain any unlawful segregated facilities. To the extent that any of the Products are to be used by Buyer in connection with its manufacturing

or assembly operations, including any activities incidental thereto, Seller hereby certifies and represents that said Products comply with all applicable federal, state, provincial and local environmental, safety and hazardous material transportation rules and regulations. All wood packaging materials shipped from outside the United States must comply with treatment and marking requirements of IPPC ISPM # 15 and the following statement must be on documentation provided with each shipment, “Any wood packaging material contained in this shipment complies with the treatment and marking requirements of IPPC ISPM #15.”

- c. To the extent any of the statutory or regulatory provisions cited above are amended, supplemented or replaced, or additional statutory or regulatory provisions are enacted, Seller's obligations under this PO shall be automatically amended in an identical manner, and the Seller Documents shall contain all legends and other disclosures required by the same.
- d. Seller shall furnish promptly to Buyer on request any documentation and information necessary in Buyer's determination to establish the country of origin and/or content requirements, including labor value content, of Products, under any applicable trade agreement, including but not limited to USMCA, or other similar laws, regulations, or customer requests or requirements. Seller shall inform Buyer immediately in writing of any change of origin and/or labor value content of Products.
- e. Further, Seller shall furnish promptly to Buyer on request any documentation and information needed by Buyer for reporting purposes. The foregoing documentation and information may include, but is not limited to, items pertaining to sustainability and similar goals and requirements, such as environmental, social or governance (“ESG”) and Seller diversity content, as commonly known by the parties hereto.

27. Product and Chemical Disclosure.

- a. Buyer reserves the right to request 100% disclosure of material and chemical composition as necessary to meet customer and regulatory reporting requirements.
- b. Seller is required to provide product material content reports through the International Material Data System (IMDS) or other means identified by Buyer for all products, parts, components and raw materials sold to Buyer. This reporting includes, but is not limited to, 100% material composition and substances of concern (SoC) as defined by Buyer. For additional information refer to the DENSO Environmental and Safety Statement of Requirements and the DENSO SoC Reporting Guide, which are separate documents.
- c. Seller is required to provide Buyer with Material Safety Data Sheets (MSDS) for all supplied hazardous substances or products containing hazardous substances, as defined under 29 CFR 1910.1200 and other applicable regulations.

28. C-TPAT Requirements. For any Products to be imported into the United States or Canada (as applicable), Seller shall accept, implement, and comply with all applicable requirements, recommendations, and guidelines of the United States Customs and Border Protection's Customs-Trade Partnership Against Terrorism (“C-TPAT”) initiative and the Canada Border Services Agency's Partners in Protection Program (“PIP”). Upon request by Buyer or any governmental authority, Seller shall certify in writing its acceptance, implementation, and ongoing compliance with the C-TPAT and PIP, including any current and future requirements, recommendations, and guidelines, as applicable. Seller shall indemnify, defend, and hold Buyer harmless from and against any and all liabilities, claims, demands, damages, or expenses (including reasonable attorney's

fees and other professional fees) arising out of or relating to Seller's failure to comply with the requirements of C-TPAT, PIP, or any related recommendations or guidelines, as applicable.

29. Severability. If any provision of this PO, or portion of any provision, is declared or found to be unenforceable, the balance of this PO 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.

30. Proprietary Information. Any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller in connection with this PO regardless of form or notice, including the Buyer IP shall be deemed confidential and proprietary information of Buyer ("Confidential Information") and shall not be used by Seller for any purpose other than performing under this PO for Buyer's benefit, nor shall it be disclosed by Seller to any Third Party without Buyer's prior written approval. Seller agrees not to assert any claims with respect to the use or disclosure of any technical information (including product and chemical disclosure necessary to meet customer or regulatory reporting requirements) by Buyer (or Buyer's direct or indirect customers) which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Products covered by this PO. In the case that Buyer and Seller have executed a Non-Disclosure Agreement or a like-kind agreement dealing solely with Confidential Information, such agreement shall control the use and disclosure of Confidential Information under this PO

31. Service and Replacement Products. At Buyer's request, Seller shall sell to Buyer Products necessary to fulfill Buyer's service and replacement Products requirements to Buyer's customers at the then current production price(s) under this PO. If the Products are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module, less assembly costs. In all cases, Seller will also sell Products to Buyer to fulfill Buyer's and its customers' service and replacement Products requirements during the longer of (a) the period required by Buyer's customer or (b) a fifteen (15) year period following the end of such vehicle production program (the longer of (i) or (ii) shall be deemed the "Post Production Period"), and this PO will automatically remain in effect during the entire Post Production Period. During the initial three (3) years of the Post Production Period, the price(s) for such Products will be the production price(s) that were in effect at the commencement of the Post Production Period. For the remainder of the Post Production Period, the price(s) for such service and replacement Products will be as reasonably agreed to by the parties, provided it that such price shall be adjusted solely to account for changes in actual material costs and reduced volumes, and further provided that the last production price shall apply unless and until the parties reach agreement. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities. For clarity, Seller's obligations with respect to service and replacement Products contained in this Section 31 shall survive the termination or expiration of the PO.

32. Audit and Examination Rights. Seller shall maintain general records relating to a PO for a period of not less than ten years after completion of final delivery of Products pursuant to that PO or for any longer periods which may be required by applicable law. Seller shall maintain

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

33. Additional Obligations. Seller shall at all times, fully comply with and adhere to those policies, procedures and obligations set forth in Buyer's portal, as may be amended from time-to-time (including but not limited to the Supplier Quality Assurance Manual, codes of conduct and shipping and packaging specifications), located as follows (as may be moved from time to time): <https://www.denso.com/us-ca/en/about-us/at-a-glance/procurement/supplier-resources/sqam/> and <https://www.denso.com/us-ca/en/about-us/at-a-glance/procurement/supplier-resources/production-control/>

34. No Advertising. Seller shall not, without first obtaining the written consent of Buyer, in any manner (a) advertise or publish the fact that Seller has contracted to furnish, or has previously furnished Buyer the Products covered by this PO, or (b) use any trademarks, or trade names, marks, or the words "DENSO," "DIAM" "DENSO INTERNATIONAL AMERICA, Inc.," or any similar word or trademark of Buyer or its affiliates (or any modifications or derivatives thereof) in any advertising, sales promotion, letterhead, publicity, or other public, media communications or other promotional materials.

35. Notice. A written notice may be provided by: (a) first class mail; (b) courier service; or (c) standard electronic mail to those certain addresses of Buyer and Seller as set forth in the PO. Any such notices using methods (a) or (b) shall be deemed to have been received (1) business day after deposit with an overnight courier or three (3) business days after deposit in the United States mail. In the case of delivery of notice by electronic mail, such notices shall be deemed to have been received by the earlier of (x) two (2) business days after the date of transmission or (y) the date of acknowledgement of receipt of the transmission.

36. Independent Contractors. Seller shall at all times serve as an independent contractor under this Agreement, and not as an agent, servant or employee of Buyer. Seller is not granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of Buyer, or to bind Buyer in any manner not provided for herein or otherwise delegated to Seller by Buyer in writing.

37. Interpretation. No provision may be construed against Buyer as the drafting party. Section headings are for convenience or reference only, and do not affect the meaning of the PO.

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

39. **Governing Law; Jurisdiction.** This PO shall be construed and governed by the laws of the State of Michigan, without regard to its conflicts of law principles. The state and federal courts in Oakland County and the Eastern District of Michigan shall have exclusive jurisdiction and venue over the subject matter hereof, as applicable.