

# General Terms and Conditions of Purchase

voestalpine Automotive Components Cartersville LLC

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### Of voestalpine Automotive Components Cartersville LLC

**Notice:** The purchase of Parts or Services by voestalpine Automotive Components Cartersville LLC (“**voestalpine**”) from Seller, and all documents pertaining to it, is subject to and conditioned upon these terms and conditions of purchase (“**Purchase Terms**”) and these terms are incorporated by reference into and are a part of all transactions between voestalpine and Seller

#### 1. Applicability and Area of Application

- a. These Purchase Terms and the terms in any Purchase Order (defined below) are the only terms which govern the purchase of the goods by voestalpine from Seller and exclusively govern and control each party’s respective rights and obligations regarding the purchase and sale of the Seller’s Parts (individually, “**Part**” and collectively, “**Parts**”) or services (individually, “**Service**” and collectively, “**Services**”).
- b. These Purchase Terms and the Purchase Order (collectively, the “**Contract**”) comprise the entire agreement between the parties with respect to the sale and purchase of the Parts and Services and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All Purchase Orders shall automatically be deemed to incorporate these Purchase Terms, regardless of whether the Purchase Order references these Purchase Terms. These Purchase Terms apply to any replacement Parts or Services provided by Seller.
- c. In no event shall Seller’s terms and conditions apply to the sale and purchase of the Parts or Services, and voestalpine specifically disclaims any additional or different terms proposed by Seller whether in Seller’s commercial documents, any order acknowledgement, order acceptance, Seller sales agreement or other Seller commercial document, correspondence, website, or other written, oral, or electronic format, regardless of any knowledge voestalpine may have of such terms, and such terms shall not bind voestalpine and shall not be part of the Contract. The applicable terms of the latest Purchase Terms shall control over such terms in any prior Purchase Terms. If any terms and conditions contained in a Purchase Order specifically conflict with any terms and conditions contained in these Purchase Terms, the order of precedence is: (a) Purchase Order; (b) these Purchase Terms; and (c) the remaining non-conflicting terms of the relevant Purchase Order. These Terms of Purchase shall also apply to all future transactions with the Seller.
- d. In addition to these Purchase Terms, voestalpine’s Supplier Manual (“Supplier Manual”) is incorporated herein by reference and shall apply, The Supplier Manual is available at <https://www.voestalpine.com/automotivecomponents/en/Locations/NAFTA/voestalpine-Automotive-Components-Cartersville-Inc/Download-Centre-Cartersville>.

## 2. **Orders**

- a. Supplies or requests by voestalpine to submit offers are in no way legally binding for voestalpine. All Contracts must be signed by an authorized representative of voestalpine's purchasing department or issued by voestalpine's purchasing department. The Seller must use the request for quotation sheet sent by voestalpine to make an offer to voestalpine. Except as agreed upon by voestalpine and Seller in writing, voestalpine is not obligated to any minimum purchase or future purchase obligations under a Contract. voestalpine may, from time to time, issue orders to Seller (which may be in the form of voestalpine's express written acceptance of a request for quote, request for proposal, request for orders, individual orders, call-offs, scheduling agreement releases, or similar, collectively, a "**Purchase Order**") which will include: (i) Parts or Services to be purchased; (ii) the Part specifications or the scope of the Services; (iii) the quantity of Parts ordered; (iv) the delivery date; (v) the price for each Part or Service; (vi) the billing address; and (vii) the delivery or performance location. Seller shall deliver to voestalpine a prompt written acknowledgment of each Purchase Order. Seller shall be deemed to have accepted a Purchase Order either in writing or by performance unless it delivers to voestalpine a written rejection of the particular Purchase Order within two (2) business days after it receives the Purchase Order, provided, however that voestalpine may in any event revoke any Purchase Order that it has issued to Seller at any time if Seller has not accepted such Purchase Order in writing or by performance after delivery by voestalpine. Email is an acceptable form of notice under this section.

## 3. **Prices and Payment Terms, Retention of Title**

- a. Unless the Purchase Order expressly provides otherwise, the prices specified in that Purchase Order are the total prices of Parts sold by Seller to voestalpine and Services performed by Seller for voestalpine, and voestalpine shall not be responsible for any other charges, fees, taxes or expenses, including sales, use or excise taxes. No increase in any prices shall be effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of voestalpine. Seller shall maintain complete and accurate books and records of all materials, processes, tests, services and costs relating to Parts or Services and each Contract in accordance with generally accepted accounting principles for at least five (5) years after Seller receives the final payment under a Contract. voestalpine shall have the right to audit and copy those records upon reasonable prior notice.
- b. Unless a Contract expressly provides otherwise, voestalpine shall pay all properly invoiced amounts due to Seller as set forth in a Purchase Order within sixty (60) days after voestalpine's receipt of such invoice, except for any amounts disputed by voestalpine in good faith. voestalpine may, in its sole discretion, set-off any amounts due by Seller to voestalpine, including any chargebacks due by Seller, against amounts due and payable by voestalpine. Seller shall not send voestalpine an invoice for: (i) Parts until those Parts are delivered to voestalpine or such other location as set forth in a Contract, or (ii) Services until those Services have been accepted by voestalpine as set forth herein. All of Seller's invoices shall be issued

in U.S. Dollars and shall refer to the applicable Purchase Order and contain its number. Any payment discount Seller offers voestalpine as may be set forth in a Contract or otherwise shall be determined using the agreed upon delivery date and the date voestalpine receives a properly dated invoice and not the date of any incorrect invoice. Seller shall continue to perform its obligations under the Contract notwithstanding any invoice dispute. Seller shall not be entitled to a security interest in or to the Parts which voestalpine shall receive free and clear of all liens and encumbrances. If the invoice payment date falls on a weekend or holiday, payment shall be made on the next business day. voestalpine shall make payments by wire transfer. Other payment methods and credit entry procedures/settlement procedures must be agreed upon by the parties separately to apply.

- c. voestalpine shall have the right, at any time and without notice, to chargeback to Seller the full amount (include any amounts charged to voestalpine by voestalpine's customers) of any Part which fails to meet the requirements of the Purchase Order or Contract, in voestalpine's sole discretion and to deduct, divert, withdraw or setoff the full amount of any such chargeback from amounts due to Seller by voestalpine.

4. **Delivery and Transfer of Risk**

- a. voestalpine may issue a one-time order or detailing requirements for a delivery (each, a "Call-Off"). Each Call-Off shall be binding for thirty (30) days from the date issued by voestalpine.
- b. voestalpine may from time-to-time issue a written, non-binding forecast of its requirements of all Parts. Contractor shall ensure adequate capacity to fulfill the forecast.
- c. Unless voestalpine's Purchase Order expressly provides otherwise, Seller shall deliver all Parts DDP (Incoterms 2020) at voestalpine's facility at 21 voestalpine Drive NE, White, Georgia 30184 or 260 A Lyon Lane, Birmingham, Alabama 35211 and shall bear all risk of loss with respect to Parts until voestalpine actually receives and accepts Parts as provided herein. Payment of any invoices shall not constitute acceptance of Parts. Time is of the essence with respect to the delivery of Parts. Seller shall not make any partial delivery of Part(s) without written prior approval of voestalpine. Should Seller be made aware that it will not be able to meet the agreed upon delivery date, then the Seller shall immediately notify voestalpine in writing, stating the cause for the delay and an estimated delivery date. Such notice does not limit Seller's liability for the delay under a Contract and applicable law. voestalpine shall have a reasonable period of time (which time period shall be in voestalpine's sole discretion) to inspect each Part, and after it discovers a defect or nonconformity of any Part or shipment to reject all or any portion of Parts that are nonconforming or defective, or to revoke its acceptance of Parts. The foregoing reasonable period of time shall not commence until the Part(s) has been put into operation or put into the production process, but shall be limited to no later than two (2) years after delivery. Any such rejected Part shall be returned to Seller at Seller's risk and expense. If voestalpine rejects Parts or revokes its acceptance of Parts, and Seller does not deliver conforming Parts on or before the delivery date specified in the Purchase Order, voestalpine shall have the right, at

voestalpine's election, (i) to terminate all or a portion of the corresponding Contract and obtain a prompt refund from Seller of all payments voestalpine has made with respect to that portion of the Contract voestalpine has terminated and/or (ii) to replace such Parts with parts from a third party and charge the Seller the cost of such third party replacement parts. Seller shall pay all costs expenses, losses and damages voestalpine incurs in (x) rejecting Parts or revoking its acceptance of Parts or (y) holding those Parts, making them available to Seller, or returning them to Seller. voestalpine may, in its sole discretion, by providing Seller written notice, reject the use of any or all subcontractors for a Contract.

- d. All Parts must be properly packaged, labeled and shipped with the due care customary in the trade. The Seller shall enclose the relevant delivery slips with deliveries. The delivery slips must indicate voestalpine's order number, the Part number and Seller number and the information required by the Supplier Manual. In addition, any required certificates (e.g. quality certifications) must be attached. The Seller shall label the Parts, prototypes, tools, packaging materials and packaging as instructed by voestalpine (e.g. in the Supplier Manual and otherwise in accordance with applicable law and the standards of the automotive industry). Unless otherwise agreed, labels should be written in English and displayed as a barcode and in any other form determined by voestalpine or prescribed by law.

5. **Force Majeure, Emergency Strategy**

- a. Neither party shall be liable to the other for any delay or failure in performing its obligations under a Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including (a) so-called acts of God; (b) flood, fire, earthquake, explosion, epidemic, or pandemic (excluding COVID-19); (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or riot and other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect after the date of the Contract; (f) national or regional emergency; and (g) strikes, labor stoppages or labor slowdowns (a "**Force Majeure Event**"). Seller's economic hardship, delays in obtaining (or the inability to obtain) labor or materials are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, and resume performance under a Contract.
- b. Any actual or potential Force Majeure Event, the impending insolvency of the Seller's own Sellers, or any actual or threatened disruptions of the supply chain must be promptly reported (within ten (10) hours after their onset at the latest) to voestalpine's Purchasing Department and Logistics Department by telephone and email, and the occurrence of any resulting disruption must be verified at the request of voestalpine. In the process, the Seller must state how long it estimates the disruption will continue. voestalpine shall keep this information confidential but shall be entitled to forward the estimate to its own customers who may be affected by the disruption, with appropriate reference to the confidentiality of this information.

- c. If the end of any such disruption is not foreseeable or if the disruption continues for more than two (2) months, voestalpine shall have the right to rescind the affected individual supply contract (or the parts of it that have not yet been performed) or to terminate the contract immediately by giving written notice to the Seller.
- d. In view of the special requirements of motor vehicle manufacturers, measures must be taken to ensure that voestalpine continues to be supplied with Parts during the disruptions to Seller. Therefore, the Seller agrees to implement an emergency strategy, to the extent appropriate, with respect to foreseeable disruptions of operations resulting in supply limitations (related to delivery periods and quantities), especially in the areas of procurement, manufacturing, production and/or transport, or, if no such emergency strategy has yet been established, to develop and introduce such a strategy as quickly as possible, so that adverse effects on supply are avoided or limited to the greatest extent possible. voestalpine shall be allowed to inspect this emergency strategy at any time, upon request. The Seller shall promptly inform voestalpine of any disruptions or other events that could result in a restriction of deliveries.

6. **Warranty**

- a. For Parts, Seller represents, warrants and covenants to voestalpine that: (i) Seller shall deliver to voestalpine good, exclusive and marketable title to Parts free and clear of all liens, security interests, claims, and encumbrances; (ii) for the Warranty Periods described below in Section 6(d), or any longer period specified in a Contract document with precedence over these Purchase Terms, Parts shall be free from defects in materials and workmanship and shall comply fully with all final written descriptions, specifications, samples, drawings and representations published by Seller or specified by voestalpine before or in connection with the Contract (collectively, “**Specifications**”); (iii) Parts comply with all federal, state, provincial, local or foreign law, rule, ordinance, regulation, order and treaty (collectively, “**Laws**”); (iv) Seller has complied and will continue to comply with all applicable Laws and has obtained and shall maintain any certificates, registrations, and licenses as may be required to produce, package, ship, transport, export, import, store, sell, and otherwise handle Parts in the location(s) where any of the foregoing takes place; (v) Parts are fit and suitable for voestalpine’s intended purpose(s); (vi) no claim, lien or action exists or is threatened against Seller that would interfere with the manufacturing, marketing, use, or sale of Parts by Seller or voestalpine, and (vii) no Parts, nor the manufacture, marketing, use and sale of Parts, nor anything in or contemplated by this transaction, infringes on or misappropriates any patent, trademark, trade secret, trade name, trade dress, copyright, or other third party intellectual property right.
- b. Without limiting the foregoing in Section 6(a), Seller specifically represents and warrants that: (i) all labels and notices on Parts comply with applicable Laws; (ii) any Parts which may, under any Laws, be classified as hazardous material have been properly registered and contain directions for use and/or warning notices as may be required by any Laws; (iii) Seller has provided voestalpine with appropriate notice regarding any volatile organic compound regulations or other similar Laws applicable to Parts; (iv) Seller has and will ensure that all Parts comply in all

respects (including without limitation compliance with certification, notification, communication and recordkeeping requirements) with all Laws applicable to the production, packaging, shipment, transportation, exportation, importation, storage, sale, and other handling of such Parts; (v) Seller has and will ensure that the Parts shall be packed as required to protect the Parts under normal transport conditions to prevent damage to or deterioration of the Parts while in transit, and Seller shall include the Purchase Order number and Parts SKU's (if applicable) with all shipping documents; (vi) Seller has and will ensure that the Parts shall be packed and marked in accordance with voestalpine's instructions and specifications; and (vii) Seller has and will ensure that upon voestalpine's request, Seller shall provide Parts certificates, country of origin documentation, export classifications and information about the material content for the Parts, including information about environmental aspects of the Parts, their Production and transportation.

- c. At voestalpine's election and at Seller's sole expense, upon voestalpine's notice of nonconformity, Seller must immediately deliver defect-free new Parts (replacement parts) or eliminate/repair the defects in the nonconforming Parts. The Seller shall perform any necessary sorting work or other repairs either at voestalpine's facility in coordination with voestalpine, and replace the nonconforming Parts, or refund the purchase price voestalpine paid for all Parts that do not comply fully with the warranties in this Section 6. Unless otherwise provided, the warranty period shall be extended for twelve (12) additional months after any replacement with respect to the affected Parts. Seller will immediately notify voestalpine if Seller knows or has a reasonable suspicion that Parts do not or may not comply with the warranties in this Section 6. Additionally, Seller hereby passes-through, transfers and assigns to voestalpine all third party warranties with respect to Parts. These warranties survive any delivery, inspection, acceptance or payment of or for Parts by voestalpine and are cumulative and in addition to any other warranty provided by law or equity.
- d. The applicable Warranty Periods for automotive Parts shall be as follows:
  - i. fifty-four (54) months from first registration of the individual vehicle in which the Parts were installed, up to a maximum of sixty (60) months after delivery to voestalpine.
  - ii. The warranty period for all other items shall be thirty-six (36) months after delivery to voestalpine. If voestalpine in its capacity as an automotive Seller promises a longer period of liability for defects to its customers (OEMs), the Seller shall, to the extent it supplies Parts or Services, be obliged to honor these longer limitation periods.
  - iii. The statutory limitation periods shall apply to work or services, but not to development work, with respect to which the provisions of a joint development agreement shall take priority. To the extent that no development agreement has been concluded, the limitation period for defects in development work shall be sixty (60) months after delivery of the development work.

Notwithstanding the foregoing, Seller shall be responsible for product recall liability with respect to any product manufactured by Seller and Seller shall reimburse voestalpine for its reasonable out-of-pocket costs and expenses relating to or arising out of any recall to the extent arising out of or caused by Seller or Seller's products or Parts.

- e. For Services, Seller represents and warrants to voestalpine that: (a) Seller will perform all Services pursuant to the Contract in a professional and workmanlike manner, in accordance with the standards of care, thoroughness and competence normally practiced by recognized firms in the industry performing Services of a similar nature, and in full compliance with all applicable Specifications, plans, drawings, models, samples and patterns Seller provides to voestalpine, including those described in the Purchase Order; (b) Seller will employ and engage only competent and experienced Personnel (as defined in Section 6(f) below) to perform the Services; (c) Seller will perform and complete the Services within the schedule established in the Purchase Order; and (d) no Laws will be violated in the performance of the Services.
- f. Seller agrees to provide such personnel as are necessary to perform the Services as the Contract requires (the "**Personnel**"). The Personnel may be employees of Seller or independent subcontractors (subject to Section 4(c)) engaged by Seller to perform the Services; provided that Seller will remain at all times responsible for the verification, screening, training, assignment, conduct and performance of all Personnel, and further provided that all Personnel shall comply with the terms and conditions set forth in the Contract. Seller will cooperate with voestalpine in assigning Personnel to perform the Services who are acceptable to voestalpine and in removing and replacing Personnel at voestalpine's request for any reason or no reason.
- g. All documentation and other deliverables, and all copyright, trade secret and other intellectual property rights therein, including all renewals, extensions and continuations, Seller prepares or delivers pursuant to the Contract, or which voestalpine requires Seller to supply pursuant to the Purchase Order (collectively, "**Deliverables**"), will be the property of voestalpine, and Seller will have no right, title, or interest in or to them. All Deliverables will be deemed to be "works made for hire" for voestalpine. Seller has all necessary rights and authority to, and hereby assigns to voestalpine, all rights, title and interests in all Deliverables, and Seller represents that all Deliverables, and the content therein, shall not violate the intellectual property rights of third parties. Seller will execute and deliver to voestalpine all such further assignments and assurances confirming Seller's ownership of, and all right title and interest to and of, all Deliverables as voestalpine may request from time to time.

7. **Indemnification, Limitation of Liability**

- a. Seller shall indemnify, defend, and hold voestalpine and any subsidiaries, affiliates, successors, assigns, and customers of voestalpine, and their respective officers, directors, employees and agents (the "**voestalpine Covered Parties**"), harmless from any and all third party loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including



reasonable attorney and professional fees and costs, line stops and voestalpine customer's costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or relating to any: (i) actual or alleged breach of any express or implied representation, warranty or covenant by Seller, including as set forth in Section 6 of these Purchase Terms; (ii) failure of Seller to perform the Services or deliver Parts on a timely basis in precise conformity with the applicable Purchase Order; (iii) breach of a Contract; (iv) intentional or negligent act, omission, or misrepresentation by Seller in connection with performing its obligations under a Contract; (v) any claim regarding warnings or failure to warn with respect to Parts or Services; (vi) voluntary or required recall of a Parts due to systematic failures or otherwise (including direct and indirect costs associated therewith); (vii) injury to person or damage to property occurring as a result of any defect in a Parts; or (viii) claim that any Parts or Service, or the use or possession of a Parts or Service by voestalpine or its customers infringes or misappropriates any patent, copyright, trademark, trade name, trade secret or other intellectual property right of any third party.

- b. VOESTALPINE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES IN THE FORM OF LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, HOWEVER ARISING, UNDER ANY CONTRACT. IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF VOESTALPINE UNDER ANY CONTRACT EXCEED THE AGGREGATE FEES PAID BY VOESTALPINE UNDER SUCH CONTRACT DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH ANY RELATED CLAIM AROSE.

8. **Compliance, Code of Conduct, Compliance with Law, Safety, Environmental Protection**

- a. The Seller shall comply with all relevant federal, state or municipal laws, provisions, regulations or orders and industry standards with respect to the Parts and Services. Seller shall comply with voestalpine's Code of Conduct (the latest version can be found at <https://www.voestalpine.com/group/static/sites/group/.downloads/de/konzern/compliance/Code-of-Conduct-EN.pdf> and undertakes to fulfill all requirements specified therein. Seller shall comply with the applicable requirements in the ISO 9001 quality system standards and the ISO 14001 environmental system standards or equivalent systems, or shall use of any other standards previously approved in writing by voestalpine. Seller shall employ a systematic way of working with OHS (occupational health and safety) and agrees to use a management system for OHS preferably according to ISO 45001. Seller shall be IATF 16949 certified and shall comply with the applicable standards.
- b. voestalpine reserves the right to make a reasonable check of the Seller's compliance with the Code of Conduct and during regular business hours, after appropriate prior notice, including on the Seller's premises. In so doing, voestalpine shall respect the legitimate interests of the Seller.

9. **Suspension / Cancellation / Rescission of Orders / Contracts**

- a. voestalpine shall have the right to terminate any Contract by giving Seller thirty (30) days written notice.
- b. In addition to any other rights and remedies provided under a Contract and applicable law, voestalpine may suspend or terminate its performance under a Contract if Seller defaults under any term of any Contract and does not cure that default within thirty (30) days after voestalpine gives Seller written notice of default, provided that such default is capable of being cured, or if Seller ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization. Without limiting voestalpine's other rights, voestalpine shall be entitled to recover from Seller all of voestalpine's costs and expenses, including reasonable attorney's fees and expenses, arising from Seller's breach of a Contract.
- c. If voestalpine terminates a Contract for any or no reason, Seller's sole and exclusive remedy will be payment for the Parts or Services received and accepted by voestalpine prior to the termination. voestalpine may set off any claim against Seller of any nature against payment for Part(s) or Service(s). voestalpine retains the right to assign claims against the Seller to third parties. Seller shall not have the right to assign claims against voestalpine. In addition to other provisions in the Contract, voestalpine shall not be in breach unless: (i) such breach is material; and (ii) Seller gives voestalpine prior written notice stating in reasonable detail the alleged breach and voestalpine has failed to cure such breach within the longer of thirty (30) days from such notice to cure or, if such breach cannot be cured within thirty (30) days, such longer time as is reasonably necessary so long as voestalpine commences the cure within thirty (30) days after receipt of Seller's notice

10. **Confidentiality**

- a. Seller shall keep strictly confidential and shall not disclose, copy, publish or disseminate in any manner to any person or entity, except as expressly permitted by voestalpine in writing, all Confidential Information. "**Confidential Information**" means all of voestalpine's and its affiliates, contractors, subcontractors or customers non-public, confidential or proprietary information, including Specifications, samples, test results, formulae, patterns, designs, plans, illustrations, drawings, documents, data, calculations, quality deadlines, technical details, trade secrets, patents know-how, business operations, customer-related information, pricing, discounts and rebates, including the existence of, and the terms and conditions set forth in a Contract. All of the foregoing shall be Confidential Information whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", and regardless of whether disclosed to Seller by voestalpine or its affiliates, contractors, subcontractors or customers. Confidential information may only be disclosed to third parties with voestalpine's prior written consent.

- b. Seller will use Confidential Information solely to comply with Seller's obligations under a Contract. All Confidential Information shall remain voestalpine's property, and Seller will have no right, title or interest in any Confidential Information. Upon voestalpine's request, Seller shall promptly return to voestalpine all Confidential Information and all electronic or other copies of any Confidential Information. voestalpine will be entitled to seek temporary and permanent injunctive relief to prevent a breach, or any continuation of breach, of this Section 10. This Section 10 shall not apply to information that is: (i) in the public domain through no fault of Seller; (ii) known to Seller at the time of disclosure without restriction; or (iii) lawfully obtained by Seller on a non-confidential basis from a third party.
- c. The duty of non-disclosure shall continue for a period of (five) 5 years after the end of the supply relationship. Seller agrees to surrender all the Confidential Information it has received to voestalpine after the end of the supply relationship to the extent that the information is in physical form or is stored on electronic storage media. At the request of voestalpine, the Seller shall confirm in writing that it has fulfilled such obligations.
- d. Seller shall not use voestalpine's name, logo, trademarks, trade names, trade dress, design, look and feel or other intellectual property or proprietary rights in any of its advertising, communications, publications or other work without the prior written consent of voestalpine and then such use shall be in accordance with and within the scope of the instructions and guidelines issued by voestalpine from time to time, and voestalpine may withdraw or modify its consent at any time.

11. **Insurance**

- a. During the term of any Contract and until at least five (5) years after Seller's last delivery of Parts or Services to voestalpine, Seller shall maintain and shall provide to voestalpine certificates evidencing insurance coverage for commercial general liability insurance, having a combined single limit of at least \$10,000,000 per occurrence (this limit can include both general liability and umbrella policies), including contractual liability, product liability, completed operations and advertising liability, property damage, and personal injury liability. This insurance shall be primary for all purposes, and Seller shall name voestalpine as an additional insured on all such policies. At voestalpine's request from time to time, Seller will provide to voestalpine current and valid certificates of insurance evidencing such insurance policies are in full force and effect and providing that the corresponding insurance policy shall not be modified or cancelled unless and until voestalpine receives at least thirty (30) days advance written notice of such modification or cancellation.

12. **Inventory Management; Manufacturing**

- a. Without limiting voestalpine's rights with respect to non-conformance of any Parts, voestalpine shall also have the right on a quarterly basis as part of a leveling of its inventory to cancel all or a portion of any Contract, to delay the delivery date of some or all of Parts and/or to return any Parts to Seller (even if voestalpine has already accepted Parts) by giving Seller written notice and without increasing the

price of Parts. In exercising its rights under this Section 12, voestalpine shall not incur any costs, expenses, fees or liabilities of any kind, including re-stocking fees, except that for any Parts returned under this Section 12 for voestalpine's convenience, voestalpine shall, as its sole obligation for such return, pay voestalpine's costs to ship those returned Parts to Seller. voestalpine shall have the right to obtain a prompt refund from Seller of all payments voestalpine has made with respect to any Parts that voestalpine returns to Seller and for that portion of any Contract voestalpine terminates; alternatively, at voestalpine's option, voestalpine may set off the applicable refund amount against its next payment to Seller.

- b. voestalpine must provide prior written consent, which may withheld in its sole discretion, to the discontinuation or alteration of any Parts.
- c. Seller will not use any amount of voestalpine provide production material as scrap. If Seller uses any amount of voestalpine provide production material as scrap, Seller will reimburse voestalpine for such difference in an amount equal to the cost paid by voestalpine for such scrap.

13. **Miscellaneous**

- a. If one of the provisions of these Terms of Purchase turns out to be invalid, unlawful or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be modified or limited to the extent necessary to make it a valid, lawful or enforceable provision. If such modification or limitation is not possible, the invalidity of one or more of these provisions shall not affect the validity of the remaining provisions or the validity of the agreement.
- b. Except as otherwise provided herein, Seller may not assign, delegate, or subcontract all or any portion of its rights or obligations under a Contract without the prior written consent of voestalpine, and any attempted assignment, delegation or subcontracting without that consent shall be void.
- c. voestalpine and Seller are independent contractors. Nothing in a Contract shall be construed as making either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- d. As used herein, the words "including", "include" and "includes" shall be exemplary only, and shall not be construed as limiting the word or phrase to which it relates. Any reference to "Seller" in a Contract shall include any directors, officers, shareholders, members, managers, employees, agents, contractors, subcontractors, and sub-Sellers of Seller, and Seller shall be responsible for ensuring all such parties comply with these Purchase Terms. Provisions of these Purchase Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of any applicable Contract. Notwithstanding the foregoing, the following Sections of this Purchase Terms shall survive the termination or expiration of any applicable Contract: Section 6, Warranty; Section

7, Indemnification, Limitation of Liability; Section 10, Confidentiality; Section 11, Insurance; and Section 14, Governing Law, Jurisdiction and Venue.

- e. The parties' rights and remedies in a Contract are cumulative and in addition to all rights and remedies at law and in equity. Any delay or failure by voestalpine to exercise any of its rights or remedies under a Contract shall not be construed as a waiver of such rights or remedies. The express waiver of any right or remedy in a particular instance shall not constitute a waiver of that right or remedy in any other instance or any other right or remedy. A Contract, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. A Contract may only be modified by a written agreement, signed by both parties, expressly modifying the applicable Contract. voestalpine may amend these Purchase Terms at any time without notice to Seller.
- f. All notices, request, consents, claims, demands, waivers and other communications under a Contract (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by electronic mail, personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid) and is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 13(f). Writing can include email.

14. **Applicable Law, Jurisdiction, Jurisdiction and Venue**

- a. Any controversy or claim arising out of or relating to these Purchase Terms, or the breach thereof, shall be adjudicated in and settled by arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") through its Atlanta office accordance with its Comprehensive Arbitration Rules, shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and the place of the arbitration shall be Atlanta, Georgia. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties hereby waive jurisdiction and venue in any other forum and acknowledge that the forum chosen is not inconvenient for any purpose.
- b. Notwithstanding the requirement of arbitration, the parties agree that, should it be deemed necessary to seek emergency or expedited injunctive relief of any kind, any party may file a proceeding in the courts of Bartow County, Georgia, having jurisdiction only for the purpose of seeking said equitable relief. If such a suit is filed in Bartow County for equitable relief the parties agree that neither such filing nor any response or counterpleading shall constitute a waiver of arbitration.
- c. The parties agree to one arbitrator to adjudicate any dispute, and if the parties cannot agree on such arbitrator, JAMS shall appoint one. The parties also agree to opt into the JAMS Expedited Arbitration Procedures for any dispute. All applicable

statutes of limitation and defenses based upon the passage of time shall be tolled while the procedure specified in this Section 14(c) is pending. The parties will take such action, if any, required to effectuate such tolling. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible under the circumstances, and the parties understand and agree that, as part of the supply chain for OEM automotive manufacturers, withholding performance due to any dispute would be grounds for seeking emergency relief to meet the requirements and supplier policies of certain luxury automotive OEM manufacturers. The requirements of this Section 14(c) shall not be deemed a waiver of any right of termination under this Agreement.

- d. This Contract, including but not limited to any Purchase Order, shall be construed in accordance with and governed by the law of the State of Georgia.