

INDIRECT MATERIALS AND LOGISTICS SERVICES PURCHASING GENERAL TERMS AND CONDITIONS

1. AGREEMENT. Seller agrees to sell and deliver the goods or services specified in FCA US's Order in ACCORDANCE WITH THESE GENERAL TERMS AND CONDITIONS CONTAINED IN THE ORDER, INCLUDING THE SUPPLEMENTAL CLAUSES REFERENCED IN THE ORDER, AND ANY DOCUMENTS SPECIFICALLY INCORPORATED IN THE ORDER, all of which constitute the entire and final agreement of the Parties and cancels and supersedes any prior or contemporaneous negotiation, agreements, or information provided to Seller as background in any Request for Proposal. The supplemental clauses referenced herein are as published on the date of the Order or on the date of any amendment to the Order, in each case as published on FCA US's supplier portal (the "FCA US Supplier Portal"). Seller must have an active login to access the FCA US Supplier Portal.

By accepting the Order, Seller acknowledges having actual knowledge of the text of the referenced clauses and documents. FCA US'S ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THE ORDER AND ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER'S FORMS OR OTHERWISE PRESENTED BY SELLER AT ANY TIME, ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY FCA US BY INCORPORATION IN THE ORDER. "Order" as used in these General Terms and Conditions means a purchase order transmitted electronically to Seller by FCA US or delivered to Seller in a paper format. The Order may only be modified by FCA US's issuance of an amended Order to Seller.

2. ACCEPTANCE. This Order constitutes FCA US's offer to Seller and is not binding on FCA US until accepted by Seller. Seller accepts this Order: (a) if Seller acknowledges in writing (including any electronic communication) its acceptance of the Order, (b) if Seller performs any work or renders any services related to goods to be specially manufactured for FCA US pursuant to the Order after Seller's receipt of the Order; or (c) if Seller delivers any of the goods or provides any of the services. SELLER SPECIFICALLY WAIVES ANY REQUIREMENT FOR SIGNED ACCEPTANCE OF THE ORDER, AND SELLER AND FCA US EACH WAIVE ANY DEFENSE TO THE VALIDITY AND ENFORCEABILITY OF THE ORDER ARISING FROM THE ELECTRONIC SUBMISSION OF THE ORDER TO SELLER AND SELLER'S ACCEPTANCE OF THE ORDER IN ACCORDANCE WITH THIS CLAUSE 2.

3. DELIVERY. Time is of the essence. Delivery must be effected within the time specified on the face of this order. If Seller fails to make deliveries or perform services at the agreed time, all damages suffered by FCA US and any premium transportation or other costs required to meet the specified delivery schedule will be at the expense of Seller. Seller will make commercially reasonable progress in preparing for the delivery of goods and/or the performance of services in accordance with FCA US's timing needs, and will make reasonable progress toward completing any required engineering and design activities.

4. PACKING, MARKING AND SHIPMENT.

(a) Seller will pack and mark goods and make shipments (including shipping on Saturdays and holidays, when requested) in accordance with FCA US's instructions, comply with all carrier requirements and assure delivery free of damage and deterioration. All shipments of goods to FCA US's facilities must include two packing slips, or four packing slips in the case of shipments directed to a FCA US consolidation point. Whenever shipment is made by truck, Seller will enclose one of the packing slips (or packing slip sets in the case of multiple item shipments) in an envelope and Seller will record written instructions on the bill of lading directing the delivering driver to deliver the envelope to FCA US's traffic representative upon arrival at FCA US's facility. Seller is responsible for the goods until delivery at the designated delivery point in the Order.

(b) FCA US may specify the carrier and/or method of transportation and Seller will process shipping documents and route shipments of the goods from the delivery point accordingly. Seller will comply with all of FCA US's transportation routing instructions, including, but not limited to, mode of transportation, utilization of assigned carrier and identification of the shipping point. Seller will be responsible for all excess costs incurred because of its failure to comply with FCA US's transportation instructions or delivery requirements/schedules.

(c) For Orders involving shipments to plants in Canada, Seller will comply with all FCA US instructions and related requirements imposed by the Canada Border Services Agency ("CBSA"), Canada Customs Invoice ("CCI") requirements, and electronic advanced shipping notice ("ASN") requirements.

5. VOLUME PROJECTIONS; RELEASE AUTHORIZATION.

(a) FCA US may provide Seller with estimates, forecasts, or projections of its anticipated future quantity requirements for goods or services. Each of these expressions of anticipated future requirements for goods or services is provided for informational purposes only, and is not intended to be, and is not, a commitment by FCA US to buy those future requirements.

(b) When deliveries are specified to be in accordance with FCA US's written releases, Seller will not fabricate or assemble any goods, provide services, nor procure required materials, nor ship any supplies, except to the extent authorized by such written releases or provisions of this Order specifying minimum fabrication or delivery quantities.

6. INSPECTION AND REJECTIONS. FCA US may inspect and evaluate all goods (including all tooling and material used in their manufacture), and all services at times and places designated by FCA US. Seller will perform its inspections as designated by FCA US and Seller will make inspection systems, procedures and records available to FCA US upon request. Notwithstanding payment or any prior inspection, FCA US may reject, require correction, or return to Seller (at Seller's expense and risk of loss) any goods delivered or services rendered that do not conform to applicable requirements. Without limiting its remedies, after notice to Seller, FCA US may either (i) replace or correct any nonconforming goods or services and charge Seller the cost of such replacement or correction, or (ii) cancel the order for default under Clause 20 hereof.

7. LABOR DISPUTES. Seller will notify FCA US immediately of any actual or potential labor dispute affecting Seller or its suppliers which delays or threatens to delay timely performance of the Order, and will include all relevant information to FCA US. Seller will notify FCA US in writing six (6) months in advance of the expiration of any current labor contract of Seller. Prior to the expiration of any labor contract of Seller, Seller will create and submit for approval to FCA US a back-up plan that ensures uninterrupted supply of goods or services. Any additional costs

incurred from this plan will be at Seller's expense. The back-up plan described in this Clause 7 will be subject to FCA US's right to audit provided under these General Terms and Conditions.

8. GENERAL WARRANTY. Seller warrants that the goods, materials, or services will (i) comply with all specifications, drawings, descriptions or samples furnished and/or specified by FCA US, (ii) be merchantable, and (iii) be free from defects in material and workmanship. Seller further warrants that all goods not designed by FCA US will be fit and sufficient for the purpose intended. Seller further warrants that on delivery FCA US will receive good title to the goods, materials, and services, free and clear of all liens and encumbrances, and that all goods, materials, and services will be free from third party interests including, but not limited to, publicity rights or any actual or claimed patent, copyright or trademark infringement. These warranties are in addition to any warranties implied by law or otherwise made by Seller and will survive acceptance and payment by FCA US.

9. PRICES. The prices stated in this Order are firm and are not subject to adjustment for changes in volume, changes in the price of raw materials or labor, or changes in currency valuation, or for any other reason, unless (a) a clause specifically incorporated in the Order (with FCA US's written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that clause, or (b) a document specifically incorporated in the Order (with FCA US's written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that document.

10. PROPERTY AND TOOLING.

(a) Unless otherwise provided in this order, tangible property of every description including without limitation all tools, equipment, material, drawings, manufacturing aides, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds and documentation, including engineering specifications, PPAP books, and test reports, advertising and marketing assets, and replacements of the foregoing furnished by FCA US, either directly or indirectly, or as acquired or manufactured by Seller for use in the performance of this Order, for which Seller has been reimbursed by FCA US (collectively "Tooling"), will be (i) the property of FCA US, (ii) plainly marked or otherwise adequately identified by Seller as the property of FCA US, and (iii) safely stored separate and apart from Seller's property. Seller will retain and not use or rework Tooling or property of FCA US except for performance of work hereunder or as authorized in writing by FCA US. Seller will keep such Tooling or property in its possession and/or control in good condition, fully covered by insurance, free of liens and encumbrances and will replace such Tooling or property when lost, damaged or destroyed. All Tooling or property will be transferred as FCA US may direct at any time.

(b) For equipment subject to Clause 10(a) hereof, Seller will be responsible to FCA US for any excessive costs incurred, including, but not limited to, repairs, unreasonable down time, substitute equipment, and/or handling costs which are over and above those normally required for ordinary wear and tear for the type of equipment involved, or which result from non-compliance with requirements defined herein.

11. INSURANCE AND INDEMNIFICATION.

(a) Insurance. Seller will obtain and continuously maintain in force during the Term (i) statutory worker's compensation insurance, (ii) employer's liability insurance, (iii) commercial general liability insurance, including contractual liability and products and completed operations liability, (iv) automobile liability insurance, including owned, hired and non-owned liability, (v) crime insurance, including employee theft, and (vi) all-risk property insurance covering Seller's

property, and all FCA US property including Tooling, raw materials and finished products, while in Seller's possession or in Seller's care, custody and control, all in amounts and coverages sufficient to cover all claims hereunder. Such policies will name FCA US as an additional insured thereunder; be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for or maintained by FCA US; and provide that the insurer will give FCA US thirty days prior written notice of cancellation or material change in coverage. Seller waives, and Seller will cause its insurers to waive, any right of subrogation or other recovery against FCA US or its subsidiaries, including their respective employees, officers, directors, agents or representatives. FCA US may require Seller to furnish evidence of any of the foregoing insurance, but FCA US's failure to request evidence of insurance will in no event relieve Seller of its obligation under this Clause 11. Seller will be financially responsible for any of Seller's premiums, deductibles, retentions, self-insurance, co-insurance, uninsured amounts, or any amounts in excess of policy limits. Seller may satisfy the insurance requirements under this Clause 11 through a combination of self-insurance and catastrophic excess insurance.

(b) Indemnification. Seller will defend, indemnify, and hold FCA US and its subsidiaries, including their respective employees, officers, directors, agents or representatives harmless against all claims, suits, actions or proceedings ("Claims") and pay (i) all liabilities, losses, damages (including without limitation judgments, amounts paid in settlement and other recoveries), (ii) fees and expenses (including without limitation fees of counsel and experts) and (iii) other costs (collectively, "Expenses") in connection with any breach or nonperformance by Seller of the Order, or for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Seller or its employees, agents, or subcontractors in connection with performing the Order, either on FCA US's property or in the course of their employment (including without limitation, Expenses arising out of, or in connection with, vehicle recall and customer satisfaction campaigns).

12. CHANGES. FCA US may, at any time, make changes in this Order. Any claim by Seller for a change in price adjustment must be asserted in writing within thirty (30) days from date or receipt by Seller of FCA US's notification of any change. FCA US will have the right to verify all claims hereunder by auditing relevant records, facilities, work or materials of Seller. Seller agrees to proceed with the order as changed under this Clause 12.

13. PAYMENT; FCA US'S COMMITMENTS; CLAIMS ADJUSTMENT.

(a) Payment terms are as set forth in the Order. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by FCA US (collectively, the "Invoice") after delivery of goods and performance of services, and the payment period set forth in the Order will not commence until FCA US has received a correct and complete Invoice which meets all of FCA US's applicable requirements. FCA US will use commercially reasonable efforts to assist Seller in correcting any invoice that has been rejected as incomplete or otherwise incorrect.

(b) FCA US is committed to paying Seller the amounts which are due to Seller pursuant to the terms of the Order and these General Terms and Conditions, and to provide Seller with periodic information concerning its financial condition and ability to fulfill its payment obligations.

(c) FCA US may at any time and without notice deduct, set-off, or recoup Seller's claims for money due or to become due from FCA US against any claims that FCA US has or may have arising out of this or any other transaction between FCA US and Seller.

(d) The "FCA US Parties" (defined as FCA US LLC, FCA Canada Inc., and FCA Mexico, S.A. de C.V.) assign to each other the right to payment from Seller and each of its affiliates, and the FCA US Parties are entitled to collect each amount owed from Seller to the FCA US Parties.

(e) Upon Seller's request, FCA US will substantiate the basis for any deduction, set-off, or recoupment within fifteen (15) days of such request or within such other period as may be agreed upon by the Parties.

(f) Invoices and packing slips must, to the extent applicable for goods and services delivered under this Order, bear the following: supplier vendor code, complete purchase order number, requisition and/or blanket order release number, "ship to" address with location code, "invoice to" address (post office box address), non-production material code (item number) or production part number, shipment mode, invoice and receipt number, invoice date and ship date, unit price and ISO currency code, quantity and unit of measure, pricing or cost for billable clauses, additional line item expenses, proper extension of all line items, and invoice grant total. The words "non-production material" or "production material" must be clearly marked and visible on the outside of shipping containers.

14. CUSTOMS; EXPORTS.

(a) Seller will promptly notify FCA US in writing of material or components used by Seller in filling this Order, which Seller purchases in a country other than the country in which the goods are delivered to FCA US and any duty included in the purchase price of the goods. Seller will furnish FCA US with any documentation and information necessary to establish the country of origin, comply with the destination country's rules of origin requirements, and any special trade programs.

(b) The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Seller's suppliers and export credits, to the extent transferable to FCA US, are the property of FCA US. Seller will provide all documentation and information and take any necessary steps to obtain refunds or to drawback any duty, taxes or fees paid, and to receive export credits from, the government of the country of origin or export country.

(c) The responsibility for customs duty and customs brokers' fees will be determined in accordance with the delivery point and transportation code stated in the Order. If FCA US is responsible for customs duties, it will be responsible for normal duties only. Seller will be responsible for any special duties, including but not limited to, marking, anti-dumping and countervailing duties, to the extent permitted under the law of the country of importation.

(d) Seller will provide FCA US with all documentation and information required by law or regulation or otherwise necessary to determine admissibility, timely release, customs clearance and entry, and the proper minimum duty to be paid upon the importation of the goods into the destination country.

(e) Seller will advise FCA US if the importation or exportation of the goods requires an import or export license and will assist FCA US in obtaining any such license.

(f) Seller warrants that the information regarding the import or export of the goods supplied to FCA US is true and correct, and that all sales covered by this Order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported.

15. USE OF FCA US'S NAME. Seller will not, without the prior written consent of FCA US, in any manner publish the fact that Seller has furnished or contracted to furnish FCA US goods and/or services, or use the name or trademarks of FCA US, its products, or any of its affiliated companies in Seller's advertising or other publication. Seller will not place its, or any third party's trademark or other designation on the good if the good bears a FCA US trademark or an identifying mark specified by FCA US, or if the good is peculiar to FCA US's design (a "Marked Part"). Seller warrants that (i) it will sell each Marked Part, and similar goods, only to FCA US and (ii) it will not sell any Marked Part or similar goods to third parties without FCA US's prior written consent. Seller acknowledges that any sale by Seller of a Marked Part in violation of this Clause 15 is a willful violation of FCA US's trademark rights. Any goods manufactured by Seller based on FCA US's drawings, specifications, or other information disclosed to Seller by FCA US in connection with the Order may not be used for Seller's own use or sold to any third parties without FCA US's prior express written authorization; provided, however, this prohibition will not apply to goods manufactured by Seller based on Seller's designs using tooling other than Tooling as defined in Clause 10 hereof, or any intellectual property, knowledge, or know how subject to a non-exclusive, world-wide, paid-up, irrevocable and perpetual license to which FCA US is entitled under Clause 10 hereof, unless the manufacture of such goods would result in a breach by Seller of Clause 16 of these General Terms and Conditions. Seller will mark goods supplied to FCA US in accordance with FCA US's published marking standards.

16. INFORMATION DISCLOSED; DATA RIGHTS.

(a) "FCA US Data" means (i) all information and data that FCA US makes available to Seller in connection with the performance of the Order, including without limitation performance standards, product characteristics, specifications, drawings, descriptions, samples, designs, manufacturing data and other information, and (ii) any and all data (excluding Seller-provided data regarding its internal costs of producing goods or services that it provides to FCA US under the Order) that is entered into or processed by Seller directly or indirectly using any system that Seller owns or controls directly or indirectly for the purpose of performing Seller's obligations under the Order; provided, however, with respect to any and all data encompassed by any intellectual property conceived, developed, or acquired by Seller in the course of performing work under the Order, the rights to such data (whether ownership or license) shall be determined by the rights to the intellectual property of which such data is a part as set forth in the applicable supplemental clause or clauses referenced in the Order.

(b) FCA US owns and retains all of its right, title and interest in FCA US Data, including any FCA US patents, patent applications, copyrights, trade secrets, trademarks, trade dress, and any other proprietary rights in FCA US Data, and in any derivative or improvement of any FCA US Data made by FCA US or by Seller as Work Product. Unless expressly provided in the Order or otherwise agreed to in a writing signed by FCA US, no rights or license is granted under the Order to use FCA US Data other than the right for Seller to use FCA US Data as required to perform Seller's obligations under this Order. Seller will not use or disclose FCA US Data for any other purpose. Seller will handle all FCA US Data in such a manner to insure that it is not used for any purpose detrimental to the interests of FCA US. Seller may not disclose FCA US Data to any third party without FCA US's prior written consent.

(c) Upon FCA US's request, Seller agrees to transfer to FCA US or to destroy all FCA US Data in any form. Any rights that Seller may have to disclose, manufacture, use or distribute goods or services developed under or related to this Order in each case are subject to Seller's obligations concerning FCA US Data set forth in sub-sections (a), (b) and (c) of this Clause 16.

(d) **Data Protection.** Seller acknowledges that in performing services associated with the Order, Seller may transfer, process, and use the personal information of customers, employees, agents, officers, contractors and other relevant individuals of FCA US (“Data Subjects”). Such personal information may include the name, electronic mail address, or other information relating to the Data Subject. Seller accepts that it and any other parties acting under Seller’s authority shall process personal information only as directed by FCA US, including complying with applicable FCA US privacy and data protection policies as well as other FCA US privacy and data protection requirements in connection with any particular Order. Except as necessary to perform its obligations under the Order, Seller will not transfer or provide access to personal information received from FCA US or in connection with the Order unless it has informed FCA US in advance, obtained its consent and entered into such written agreement as may be necessary in the circumstances to ensure that the data is transferred in accordance with applicable privacy and data protection requirements.

(e) **Seller Data Protection Representation and Warranty.** Seller represents and warrants that it has in place appropriate legal, organizational, and technical measures necessary or appropriate to preserve the security and confidentiality of any personal information processed by it, and to which it has access and to protect any such personal information against unauthorized or unlawful processing, accidental loss, destruction or damage including without limitation by ensuring that only duly authorized officers, employees, agents and contractors are permitted access to such personal information and assuming full responsibility for monitoring and restricting the use of secure passwords, user identification numbers and other security procedures and measures subject to Seller’s control. Seller represents and warrants that it will process information in accordance with any applicable FCA US policies and procedures. Seller shall, upon request from FCA US and within a reasonable time, correct and delete personal information and/or block personal information from further processing and/or use. Supplier agrees that it will not process any personal information in any jurisdiction other than the United States of America without the express written consent of FCA US.

(f) **Security Breaches and Remediation.** In the event that Seller learns or has reason to suspect FCA US’s confidential information has been accessed and/or used in any way inconsistent with FCA US’s privacy and data protection requirements or the Order (a “Security Breach”), Seller shall immediately notify FCA US. A Security Breach also applies to a reported privacy complaint that Seller may receive in relation to the data or services provided under the Order. Immediately following such discovery and notification to FCA US, the parties will coordinate with each other to investigate the Security Breach. Seller also shall take immediate steps to remedy the Security Breach at Seller’s expense in accordance with local individual privacy rights and laws. Seller shall reimburse FCA US for actual costs incurred in responding to and/or mitigating damages caused by a Security Breach including attorney’s fees. Except as may be strictly required by applicable law, Seller agrees that it will not inform any third party of any Security Breach without first obtaining FCA US’s prior written consent, other than to inform a complainant that the matter has been forwarded to FCA US’s privacy office. Seller shall immediately notify FCA US of any investigations of its information use or security practices by a government, regulatory, or self-regulatory organization.

17. PATENTS; NONINFRINGEMENT WARRANTY AND INDEMNITY. No rights are granted to Seller under any FCA US patents except as may be necessary to fulfill Seller’s obligations under the Order. Seller represents and warrants that any good or service provided under the Order or any work product resulting from any services performed by Seller under the Order (“Work Product”), including use of any Work Product for its intended purpose or making, having made, selling, offering to sell, importing, or using any good made by using the Work Product for

its intended purpose, will not infringe any intellectual Property of any third party. Seller agrees to investigate, defend, indemnify and hold harmless FCA US, its affiliated companies, their respective customers, distributors and dealers, and their respective customers, against any and all Claims made against any of them that any good or service or any Work Product, including use of any Work Product for its intended purpose or making, having made, selling, offering to sell, importing, or using any good made by using the Work Product for its intended purpose, infringes any intellectual property of any third party. Seller will pay all Expenses that are incurred or sustained by reason of any such Claim.

18. ASSIGNMENT. This Order will not be assigned or delegated, in whole or in part without FCA US's prior written consent, including, but not limited to, the subcontracting of work to be performed hereunder or the transfer of Tooling owned by FCA US to third parties for the performance of work hereunder, and any attempted assignment or delegation in violation of this Clause 18 will be void and of no legal effect.

19. TERMINATION AT FCA US'S OPTION. Upon giving Seller a sixty (60) day written notice of termination at FCA US's option, FCA US may terminate this Order, whereupon Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated order. During this sixty (60) day period, FCA US will review any request by Seller for reconsideration of the termination notice, but FCA US will be under no obligation to change its decision. Within thirty (30) days after receipt of termination notice, Seller will submit all claims resulting from such termination. FCA US will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. FCA US will pay Seller for finished work accepted by FCA US as well as for the documented cost to Seller of work in process and raw material allocable to the terminated work which is not in excess of any prior FCA US authorization. Payment made under this Clause 19 will constitute FCA US's only liability for termination hereunder with title and right of possession to all delivered goods and services vesting in FCA US immediately on FCA US's tender of such payment. The provisions of this Clause 19 will not apply to any cancellation by FCA US for default by Seller or for any other cause recognized by law or specified by this Order.

20. CANCELLATION FOR DEFAULT.

(a) FCA US may cancel the whole or part of this Order without liability, except for payment due for goods and services delivered and accepted, and may exercise any of its legal rights, including without limitation its remedies under Clause 21 of these General Terms and Conditions, upon the occurrence of any of the following specified events (each an "Event of Default"):

(1) Seller fails to timely deliver goods or perform services and Seller fails to give FCA US a remediation plan within one day of FCA US's notice to Seller of such failure, obtain FCA US's acceptance of such plan, and perform such plan to FCA US's satisfaction; or

(2) Seller violates any other provision in, fails to meet any other requirements contained in, or fails to perform any other provision under the Order at the time specified therein and to the extent such other failure is capable of being cured, fails to so cure such failure within thirty (30) days after such Event of Default; or

(3) Seller (i) becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or (ii) voluntarily commences any proceeding or

files any petition under any bankruptcy, insolvency or similar law or seeking dissolution, liquidation or reorganization or the appointment of a receiver, trustee, custodian, conservator or liquidator for itself or a substantial portion of its property, assets or business or (iii) takes corporate action for the purpose of effecting any of the foregoing in (i) or (ii) above; an order for relief is entered in a case under the Bankruptcy Code in which Seller is a debtor; or involuntary proceedings are or an involuntary petition is commenced or filed against Seller under any bankruptcy, insolvency or similar law, unless any such petition is dismissed within forty-five (45) days; or

(4) Seller repudiates the Order (absent a legal right to do so,) in writing, including via e-mail, takes any action evidencing its intention not to perform (including threatening non-delivery of goods or non-performance of services), or omits to take any action required to be performed by Seller, which is necessary for Seller to timely deliver goods and services under the Order; or

(5) Seller fails to pay any trade payables or other accounts payable owed to FCA US, or its subsidiaries or affiliates, incurred in the ordinary course of such Seller's business that are not reasonably disputed and have been outstanding for more than sixty (60) days after the date such payable is due.

(b) Seller may terminate this Order due to FCA US's material breach of the Order that is not remedied within thirty (30) days of Seller's notice to FCA US of the material breach.

(c) Upon Seller's receipt of any notice of termination under this Clause 20, Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Order or the applicable terminated portion thereof.

(d) If a Court of competent jurisdiction determines that any purported termination by FCA US under this Clause 20 was made without legally sufficient cause, then the purported termination will be a termination subject to Clause 19 of these General Terms and Conditions, and Seller's remedies, if any, will be limited to those set forth in Clause 19.

21. REMEDIES.

(a) The rights and remedies herein reserved to FCA US are cumulative and in addition to any other or further rights and remedies available at law or in equity. No waiver of any breach of any provision of this Order will constitute a waiver of any other breach or a waiver of such provision.

(b) Upon the occurrence of any Event of Default as described in Clause 20 hereof, FCA US will have the right to cancel or terminate in whole or part the Order, take possession of and title to all or any part of any work performed by Seller under this Order upon written notice to Seller, and take any other action permitted under applicable law. In addition:

(i) Seller grants to FCA US a non-exclusive, world-wide, paid-up, irrevocable license under any intellectual property of Seller that is incorporated into or used to make or design the goods or Work Product, to make, have made, sell, offer for sale, import or export or modify such goods or Work Product. The license granted to FCA US under this Clause 21(b)(i) will remain in effect for the life of the applicable program(s) in which such goods or Work Product are utilized (now or in the future);

(ii) In addition, upon written request from FCA US, Seller will provide the following for such goods or Work Product: (A) any design aides, including without limitation, any computer aided design data and design aides, (B) specifications, (C) bills of material, (D) Seller information for any purchased components used in such goods or Work Product, and (E) manufacturing process information regarding such goods or Work Product; and

(iii) To the extent FCA US may have paid for prototype tooling for the goods or Work Product under a separate purchase order or other agreement, then in order to ensure that FCA US could make full beneficial use of the rights provided in this Clause 21, Seller will provide the following for such goods and Work Product: (a) any prototype tools (e.g. dies and molds), including without limitation, any computer aided design data for such prototype tools, and (b) in each case as applicable, the specifications, bills of material, Seller information for any purchased components used in such prototype tools, and manufacturing process information regarding such prototype tools.

22. REQUIRED COMPLIANCE.

(a) In providing goods or services hereunder, Seller and its subcontractors will comply with (i) any and all applicable federal, state, provincial and local law (including Canadian, Mexican or other foreign laws), regulations, executive orders and other rules of law as in effect at any time during the Term; and (ii) any and all FCA US policies addressing such legal requirements applicable to the provision of such goods or services. In particular and without limitation, Seller and its subcontractors will not act in any fashion or take any action that will render FCA US liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, governmental entity, political party or instrumentality to assist it or FCA US in obtaining or retaining business or to gain an unfair business advantage. Seller further represents that neither it nor any of its subcontractors will utilize slave, prisoner, child, or any other form of forced or involuntary labor in connection with the supply of goods or provision of services under this Order. FCA US may request Seller from time to time to certify in writing its compliance (and that of its subcontractors) with the foregoing, and Seller will comply with each such request. Seller will also comply with all IRS guidelines and applicable work visa requirements concerning employees and independent contractors.

(b) In addition, to the extent applicable for the goods or services provided hereunder, Seller certifies that it is in full compliance with all applicable rules and regulations, together with registration, notice, and other requirements of the Toxic Substances Control Act (TSCA) (Public Law 94-469) (the "Control Act"), the United States Environmental Protection Agency ("EPA"), and the Canadian Department of the Environment ("CDE"), and will defend, indemnify, and hold harmless FCA US from and against any and all claims, losses, damages, costs and expenses resulting from or arising out of any failure to comply with requirements of the Control Act, the EPA, or the CDE. Seller will also comply with FCA US's corporate industrial hygiene requirements and instructions, including the Technical Data Sheet ("TDS") and material safety data sheet ("MSDS") for all items which Seller supplies to FCA US under this Order. Further, Seller will comply with the requirements of environmental technical instructions ("ETI") 101, 102, and 103, which are available at the FCA Supplier Portal, as these instructions are amended from time to time.

23. DISPUTE RESOLUTION; GOVERNING LAW.

(a) The Order and all transactions between FCA US and Seller will be governed by and construed in accordance with the laws of Michigan as if entirely performed therein. In the case

of FCA Canada Inc., this Order between FCA Canada Inc. and Seller will be governed by and construed in accordance with the laws of the province of Ontario, Canada as if entirely performed therein. The 1980 United Nations Convention on Contracts for the International Sale of Goods is not intended to and does not apply to the Order or any transactions pursuant hereto, and FCA US and Seller specifically waive its application to the Order or any transactions pursuant hereto.

(b) For all disputes arising out of the Order, Seller irrevocably consents to the personal jurisdiction of the state and federal courts in and for Oakland County, Michigan, USA, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum. Any suit regarding or relating to this Order may only be brought in the state or federal court in and for Oakland County, Michigan, USA, which are the exclusive venue for any such suit.

(c) Any dispute arising out of or in connection with the Order or these General Terms and Conditions (other than FCA US's rights to injunctive relief, enforcement of Seller's delivery obligations, and possession of Tooling), or any other dispute in connection with the Order relating to warranty defects, defects in delivered goods or services, or product recalls of delivered goods or services including disputes regarding reimbursement for recall expenses, may, by agreement in writing of both Parties, be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"), which Rules of Arbitration are incorporated herein by reference.

(i) The number of arbitrators will be three (3). FCA US and Seller will each appoint one (1) arbitrator. FCA US and Seller will attempt to agree on the appointment of the third arbitrator, who shall serve as chairperson of the arbitral tribunal. If such agreement is not reached within thirty (30) days of the Parties' referral to arbitration, the third arbitrator will be appointed by the ICC according to the Rules.

(ii) The place of arbitration will be Detroit, Michigan, U.S.A. in the case of disputes between two North American-based entities, or Geneva, Switzerland in any other case.

(iii) The arbitral proceedings shall be conducted in the English language.

24. ELECTRONIC COMMUNICATION. FCA US may prescribe any aspect of electronic communication between Seller and FCA US, and Seller will follow each of FCA US's prescriptions regarding any of those aspects.

25. SUPPLIER DIVERSITY PROGRAM. FCA US has an established supplier development program to develop and maintain a qualified diverse supply base. FCA US actively seeks diverse suppliers and encourages Seller to use diverse suppliers. A diverse supplier is a business establishment which meets one or more of the following criteria: (a) a small business, as defined in Title 15, Section 632 of the United States Code and related regulations; (b) a small business owned and controlled by socially disadvantaged individuals (at least fifty-one percent (51) percent of the business is owned and controlled by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more such individuals); (c) a business that is at least fifty-one percent (51) percent owned by a woman or women who also control and operate the business; (d) a small business that obtains HUBZone (Historically Underutilized Business Zone) certification (maintains a principal office in a HUBZone, at least fifty-one percent (51) percent of the business is owned and controlled by one or more U.S. citizens, and at least thirty-five percent (35%) of its

employees reside in a HUBZone); (e) a business that is at least fifty-one percent (51) percent owned by a service-disabled veteran (an individual who has served in the U.S. armed forces and has received an honorable discharge documented by DD Form 214, Certificate of Release of Discharge from Active Duty) or veterans who also control and operate the business; (f) a business that is at least fifty-one percent (51) percent owned by a veteran or veterans who also control and operate the business; or (g) other categories of diverse businesses as FCA US may include in its diversity supplier development program. Seller will report monthly to FCA US in accordance with FCA US's diversity supplier development program requirements, on the content provided by any such suppliers for the goods or services purchased hereunder as well as the basis for claiming that such content was provided by such a supplier.

26. RIGHT TO AUDIT. Seller grants to FCA US access to all of Seller's information, including, but not limited to, books, records, payroll data, receipts, correspondence, and other electronic and non-electronic documents relating to the goods or services to be provided under the Order, Tooling, Seller's obligations under the Order, any payment made to Seller, or any claim made by Seller, as reasonably required for the purpose of auditing or verifying Seller's performance of its obligations under this Order and its charges therefor. Seller will preserve this information and these documents for a period of four (4) years after the final payment is made under this Order. Seller will segregate its information and documents as directed by FCA US, and otherwise cooperate with FCA US to facilitate the audit or verification process. In addition, FCA US has the right to visually inspect and audit any facility or process relating to the goods or services to be provided under the Order, including those relating to production quality. Seller acknowledges that FCA US has the right to audit and make copies of all pertinent documents, data and other information relating to any of Seller's subcontractor's or supplier's obligations under the Order. Upon FCA US's request, Seller will permit FCA US to visually inspect and audit any such Seller's subcontractor's or supplier's facilities or processes relating to the goods or services to be provided under the Order. The provisions of this Clause 26 are not intended to expand FCA US's possessory or ownership interests in either Party's property beyond those set forth elsewhere in the Order or these General Terms and Conditions. The information conveyed to FCA US under this Clause 26 will be "Confidential Information" within the meaning of Clause 27 hereof.

27. FINANCIAL REPORTING.

(a) Seller will promptly furnish to FCA US such information regarding the Seller's operations, business affairs and financial condition or such other information as FCA US may reasonably request, including, but not limited to, the information about Seller set forth in section (b) below.

(b) Seller will, as FCA US may reasonably request, furnish directly to FCA US, or to FCA US's designated third party service provider for collecting and processing supplier financial information, in the format designated by FCA US:

1. Quarterly Financial Statements. Within the earlier of (i) sixty (60) days after the close of each quarterly accounting period of Seller and (ii) the date the statements described herein are due (after the expiration of any automatic grace period) to any federal regulatory agency under applicable law, the balance sheet of Seller, as of the end of such period, the related statements of income and retained earnings, and statements of cash flow for such period, each prepared on a basis consistent with Seller's past practices and certified by an officer of

Seller as representing fairly in all material respects the financial position, results of operation, and cash flows for the periods covered by such statements.

2. Annual Financial Statements. Within the earlier of (i) one hundred twenty (120) days after the close of each fiscal year of Seller and (ii) the date the statements described herein are due (after the expiration of any automatic grace period) to any federal regulatory agency under applicable law, the balance sheet of Seller as of the end of such fiscal year, and the related statements of income and retained earnings and statements of cash flows for such fiscal year, setting forth comparative figures for the preceding fiscal year and certified by an officer of Seller as representing fairly in all material respects the financial position, results of operation, and cash flows for the periods covered by such statements, and, if an audit is performed, audited by independent certified public accountants and including a copy of such auditor's report thereon.
3. Notice of Events of Default. If a default or an event of default has occurred and is continuing under any contract to which Seller is a party, the effect of which could be reasonably anticipated to have a material adverse impact on Seller's financial condition or its ability to perform its obligations under the Order, then Seller will furnish notice of such default or event of default to FCA US.
4. Annual Information Survey. Once each calendar year, Seller will provide FCA US with its responses to FCA US's Annual Information Survey including but not limited to the Automotive Sales Mix Template and the Manufacturing Sales Mix Template.
5. Updates to Supplier Information. Seller must update the information provided on FCA US's Supplier Information System not less than once each quarter of Seller's calendar year.
6. Change in Control. Seller must disclose to FCA US a change in control under which another person or company acquires beneficial ownership of thirty five percent (35%) or more of the outstanding voting stock or voting rights of Seller within fifteen (15) days of the disclosure to Seller of any such event.

(c) FCA US agrees to use commercially reasonable efforts to keep Seller's Confidential Information from disclosure to (i) individuals or businesses outside of FCA US except for advisors, consultants, and service providers to FCA US who need to know and who are subject to a confidentiality obligation regarding Seller's Confidential Information, and (ii) FCA US employees who do not need access to such information. Such Confidential Information may be used by FCA US for any reason related to or in connection with its risk management functions. "Confidential Information" as used in this Clause means information provided to FCA US pursuant to Clause 27(b) above that is either (i) Seller's information concerning its operations, systems, services, personnel, financial affairs, marketing, investment performance and investment, research, development efforts, (ii) information received from third parties by Seller under a confidentiality obligation, or (iii) any other information relating to the business of the Seller not made public directly or indirectly by Seller. Notwithstanding the foregoing, nothing herein shall prevent FCA US, if FCA US becomes compelled to disclose Confidential Information by a legal authority having competent jurisdiction over Seller or FCA US (by special

deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process; each such process, a "demand"), from responding to such demand without Seller's prior written consent; provided, however, that FCA US will have given Seller written notice of any such demand promptly after the receipt thereof. In any event, the term "Confidential Information" does not include information (A) which was or becomes generally available to the public, other than as a result of a wrongful disclosure by FCA US; (B) which FCA US was aware of prior to its disclosure to FCA US by Seller; (C) which FCA US learns of from a third party under no applicable obligation of confidentiality to Seller; or (D) which FCA US obtains in connection with any subsequent court, arbitration or other legal proceedings.

(d) Seller may, with FCA US's written consent (which will not be unreasonably withheld) comply with the reporting requirements set forth in this Clause 27 by delivering parent-level financial information.

28. NOTICE. Notices must be in writing. E-mail notification will be sufficient and acceptable written notice. Any e-mail notice sent will be deemed to have been received on the second business day after such notice was sent (if not first rejected by automatic response). Any written notice sent using any other manner will be deemed to have been received upon the earlier of (i) actual receipt by the party to whom the notice is directed, and (ii) the second business day after delivery, in the case of U.S. and Canadian deliveries, or the fifth business day after delivery for all other deliveries. Any notice to FCA US must be sent to its head of Production or Indirect Purchasing.

29. DISPOSAL OF SCRAP. Any goods, assemblies, subassemblies, or materials related to this Order which are disposed of by Seller in any manner other than through sale to FCA US under the terms of the Order are scrap ("Scrap") and must be mutilated or otherwise rendered unusable for anything other than material content. If the goods, assemblies, subassemblies, or materials are the subject of a cancellation claim, mutilation must occur only after audit inspection and receipt of disposal instructions from FCA US. FCA US has the right to examine all pertinent documents, data and other information relating to the mutilation of any and all Scrap. In addition, FCA US has the right to visually inspect and audit any facility or process relating to the mutilation of Scrap. Seller must maintain all relevant documents, data and other written information relating to its obligations to mutilate Scrap under the Order for at least four (4) years following the later of last delivery of the goods or final payment under the Order. Such documents, data and written information relating to Seller's obligations to mutilate Scrap will be made available to FCA US upon FCA US's request.

30. SEVERABILITY. If any term of the Order is invalid or unenforceable under any law, regulation, executive order or other rule of law, such term will be deemed to be reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, regulation, order or rule, and the remaining provisions of the Order will remain in full force and effect.

31. TAXES.

(a) Any goods purchased hereunder are for resale or for an exempt purpose and are exempt from state and local sales or use taxes. FCA US's Tax Affairs office will provide an appropriate Certificate of Exemption upon Seller's written request. The following direct payment permit numbers are applicable for the states indicated:

Indiana	004259238 902 7
Ohio (Toledo Machining)	98-000294001753
Ohio (Toledo Assembly)	98-000843

Michigan (FCA US LLC)
Wisconsin

38-2673623
56-0000603837-03

(b) The Canada Federal Sales Tax License number is W-527. FCA US certifies that the goods are ordered for resale. The Ontario Sales Tax permit number is 57190003-G.

(c) In addition, to the extent applicable for goods and services delivered under this Order:

(i) FCA US LLC, for the below listed locations only, assumes liability for payment of applicable state and local sales and use taxes and, therefore, no tax shall be invoiced by Seller. Labor, transportation, creative services, and other non-material charges must be separately stated on Seller's invoice. Direct payment permit numbers: Michigan (FCA US LLC) ME-0167670; Michigan (FCA Transport LLC) ME-0167777; Michigan (Global Engine Manufacturing Alliance) 20-0232860; Indiana 0136356540; Ohio (Twinsburg Stamping Plant) 98 002922; Ohio (Jeep Toledo) 98 002921; Ohio (Jeep Toledo Machining) 98 002923; Wisconsin 008-1026854886-06.

(ii) Unless otherwise certified on this Order for specific states or certain of FCA US's receiving locations, this material is subject to the applicable state and/or local sales or use tax, if imposed, of the jurisdiction to which shipment is made and must appear on Seller's invoice as a separate item if Seller is authorized to collect such tax. Labor, transportation, and other non-material charges must also be shown as separate items.

32. SURVIVAL. The provisions of these General Terms and Conditions of the Order intended by their terms to survive termination, cancellation or expiration of the Order will survive any termination, cancellation or expiration of the Order, including without limitation Clauses 2, 5, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 23, 26, 27, 28, 29, and 31.