PUREM NOVI INC. PURCHASE ORDER TERMS AND CONDITIONS

Version NOVEMBER 2025

INTRODUCTORY STATEMENT AND DEFINITIONS:

These Purchase Order Terms and Conditions are incorporated into each Purchase Order ("Order") issued by Purem Novi Inc. for the purchase of goods of any kind. Capitalized terms in each Order or these Terms have the meaning set forth where those terms first appear, or as set forth below:

a. The "Buyer" is Purem Novi Inc. or its applicable affiliate or subsidiary, as identified on the face of the Order.

b. The "Terms" or "Buyer's Terms" are these terms and conditions, as well as any set forth in the Order, and any other terms and conditions specifically incorporated into these terms or into the Order by reference.

c. The "Seller" is the supplier identified on the face of the Order.

d. The "Goods" are the products of Seller shown in the Order and all raw materials, components, tooling, equipment, supplies, and services that Seller is obligated to provide pursuant to the Order.

Further, in these Terms, the word *including* or its variants means *including but not limited to*.

The following Terms and Conditions are incorporated by reference into each Order. Throughout these Terms, the "Order" includes these incorporated Terms.

1 CONTRACT FORMATION

1.1 Buyer's Order is an offer, and it is expressly limited to its terms.

1.2 Seller accepts the Order either: (1) when Seller acknowledges the Order; or (2) when Seller begins performance under the Order. Seller's acceptance is limited to acceptance of Buyer's Terms.

1.3 Buyer's Terms are incorporated by reference into each Order. Buyer hereby objects to and rejects any proposal by Seller for additional or different terms. If Seller proposes additional or different terms that relate to the description, quantity, price, or delivery schedule of the Goods, Seller's proposal is a rejection of Buyer's Offer; in all other cases, Seller's proposal is a material alteration of Buyer's Terms and Seller accepts Buyer's Terms without reference to Seller's proposed additional or different terms. If the Order is deemed for any reason to be an acceptance of Seller's prior offer, Buyer's acceptance is expressly conditional on Seller's assent to Buyer's Terms.

1.4 Buyer and Seller agree that, notwithstanding the prior or subsequent use by Seller of any order form, invoice, or other document containing printed terms or conditions, they are contracting solely on the basis of the Order.

1.5 The Order contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms of their agreement.

1.6 The Order may not be amended, modified, or otherwise supplemented except in a writing issued by Buyer.

1.7 Any provision contained in any other form, invoice, or other document used by Seller (whether prior or subsequent to the date of the Order) that is inconsistent with this Section 1 will have no force or effect and will not be binding on the Buyer.

2 QUANTITY

2.1 Fixed-Quantity Contracts

2.1.1 If a specific quantity is set forth on the face of the Order, the Order is a fixed-quantity contract. Seller is obligated to supply Buyer with the specified quantity of Goods, and Buyer is obligated to purchase from Seller that quantity of Goods at the price indicated.

2.1.2 Seller will deliver the Goods to the locations and at the times set forth in the Order or in any Release issued by Buyer.

2.2 100% Requirements Contracts

2.2.1 If no specific quantity is set forth on the face of the Order, or if the Order identifies the quantity as “REQ,” “100% REQ,” “100%,” or similar, the Order is an exclusive 100% requirements contract under Michigan law and the Uniform Commercial Code.

2.2.2 Buyer is obligated to order exclusively from Seller all of the Goods that Buyer may need during the Term of the Order (as defined below), Seller is obligated to deliver to Buyer all of the Goods so ordered, and Buyer is obligated to pay for those Goods at the price indicated.

2.2.3 Seller will deliver the Goods in the quantities, at the times, and to the locations set forth in any Release issued by Buyer.

2.3 Less-Than-100% Requirements Contracts

2.3.1 If the quantity set forth on the face of the Order indicates a specific percentage of Buyer’s requirements that is less than 100% (such as “70% REQ,” “70%,” or similar), the Order is a requirement contract under Michigan law and the Uniform Commercial Code, and is exclusive to Seller as to the indicated percentage of Buyer’s requirements.

2.3.2 Buyer is obligated to order exclusively from Seller the indicated percentage of the Goods that Buyer may need during the Term of the Order (as defined below), Seller is obligated to deliver to Buyer all of the Goods so ordered, and Buyer is obligated to pay for those Goods at the price indicated.

2.3.3 Seller will deliver the Goods in the quantities, at the times, and to the locations set forth in any Release issued by Buyer.

2.4 Any projected or estimated volumes provided by Buyer to Seller in connection with the Order (including forecasted volumes in any requests for quotation) are for planning purposes only and are not a commitment or obligation to purchase a specified quantity.

3 DELIVERY AND TITLE TRANSFER

3.1 Time is of the essence in the Order.

3.2 Buyer will indicate the date on which it requires the delivery of specific quantities of the Goods either on the face of the Order or in "Releases" that it will issue from time to time. Releases may contain both firm and forecasted quantities.

3.3 The basic terms of transport and delivery of the Goods and of the obligations of the Buyer and Seller regarding carriage, risks, and the attendant costs are governed by Incoterms 2010. The applicable Incoterm is set forth on the face of the Order. If no Incoterm is set forth on the face of the Order, the applicable Incoterm is FCA. Legal title to the Goods will transfer from Seller to Buyer in accordance with the risk of loss corresponding to the Incoterm applicable to each shipment of Goods.

3.4 Seller will neither produce any Goods, nor procure raw materials, nor ship any Goods, except to the extent authorized by the Order or the Releases. Unless the parties agree otherwise or a different arrangement is stated on the face of the Order, the only firm quantities on a Release are those shown for the first two weeks (for finished goods) and the following six weeks (for raw materials only). All other quantities, including any quantities identified in the Order or Releases as "planning," "forecast," or with words of similar meaning are for Seller's planning purposes only and are not a commitment by Buyer to purchase those quantities. If Seller delivers Goods in advance of Buyer's firm delivery schedule, Buyer may either:

3.4.1 return the Goods at Seller's expense for proper delivery; or

3.4.2 withhold payment for the Goods until the scheduled delivery date and place such Goods in storage, at Seller's expense, until the scheduled delivery date.

3.5 Buyer has no obligation or liability for Seller's production arrangements beyond the quantity required by, or in advance of the time required by, Buyer's firm delivery schedule.

3.6 Seller will make deliveries in the quantities and at the times specified in the Order or the Releases. If Seller's deliveries fail to meet Buyer's delivery schedule, Buyer, in addition to its other rights under the Order and applicable law, may:

3.6.1 direct expedited routing and charge Seller for any excess costs incurred as a result; and

3.6.2 charge Seller for any costs incurred by Buyer or by Buyer's customer for production delays caused by Seller's failure to meet the schedules. Those costs may include inbound and outbound premium freight costs, excess scrap costs, and premium operational and overtime costs and expenses.

3.7 Seller represents that it is, and promises that it will remain, capable of shipping and delivering the Goods 24 hours a day, seven days a week, 365 days a year. Seller promises that it will perform all developmental work and conduct all tests required to have the Goods available in due time for use by Buyer as contemplated by the Order. Seller represents that it is, and promises that it will remain, able to support Buyer's peak daily production volumes by operating its facilities not more than two shifts, eight hours each per day, five days per week.

3.8 If the Order provides for delivery at Seller's or a supplier's facility, then delivery will not be deemed to be complete until Seller has transmitted an Advanced Shipping Notice ("ASN") in conformance with Purem's Logistics Agreement.

3.9 The parties agree that Purem's Logistics Agreement is incorporated into these Terms in full except to the extent it is modified in this section. The Logistics Agreement is available on the Purem Supplier Portal or may by requested from the applicable Purem buyer. Those modifications are as follows:

3.9.1 As used throughout the Logistics Agreement, "Eberspächer" means Purem Novi Inc.

3.9.2 Under Section 1, the Logistics Agreement should not be viewed as an addendum to the Eberspächer Framework Agreement, but instead as incorporated into the Order.

3.9.3 The parties agree that these Terms apply to the Logistics Agreement. The Framework Agreement and the General Terms and Conditions of Purchase of Eberspächer for Production Materials and Spare Parts for Vehicles (EKB-P) ("Allgemeinen Einkaufsbedingungen für Produktionsmaterial und Ersatzteile für Kraftfahrzeuge," EKB-P) do not apply to the Logistics Agreement.

3.9.4 As used in Section 4 and throughout the Logistics Agreement, any "call-offs" include Purem's Releases under the Order.

3.9.5 Section 33 (Governing Law; Jurisdiction; Venue) applies to the Logistics Agreement instead of the similar provisions in that document.

3.9.6 If there are any conflicts between the Order, including these Terms, and the Logistics Agreement, the text of the Order, including these Terms, controls.

4 SAFETY STOCK

4.1 Requirements for all suppliers. To ensure continuous production and mitigate supply chain disruptions, Seller must maintain a safety stock of inventory at a local warehouse location in a quantity as specified in section 4.2, below. Seller must:

4.1.1. monitor and replenish stock levels regularly to maintain the minimum threshold specify section 4.2 below and adjusted based on releases from Buyer;
4.1.2. be accessible for audits; Purem reserves the right to audit stock levels and inspect inventory records upon reasonable notice.
4.1.3. If Seller's safety-stock inventory falls to a level below 75% of the quantity specified in section 4.2, Seller must contact Buyer's PC&L and plant buyers to notify them of the situation and provide a recovery plan.

Seller's failure to comply with these safety-stock requirements is a Default under Section 14.

4.2 Safety-stock inventory requirements

4.2.1. Sellers that manufacture the Goods outside North America must maintain enough safety stock at a local warehouse location to fill at least the next four weeks forecasted quantities.

4.2.2. Sellers that manufacture the Goods within North America must maintain safety stock to fill at least the one week forecasted releases.

4.2.3. All Sellers, during the time between PPAP approval and the start of production, Supplier must maintain two weeks of safety stock.

5 CONTRACT PRICE

5.1 The price for the Goods is set forth in the Order, and is fixed. No price adjustments will be made for increases in Seller's costs, including increases in the costs of labor, material, shipping, packing, transportation, or overhead. If Buyer's customer requires Buyer to reduce Buyer's price during the term of the Order, then Seller must also reduce its price to Buyer in like manner and amount. In no event will Seller have the right to demand or obtain from Buyer a higher price than that set forth in the Order.

5.2 Either party may make proposals for the improvement of any manufacturing process, design, or any other process. If Buyer elects to implement any of these proposals, the Seller will do so as soon as possible. Beginning with the effective date of implementation, the applicable prices will be decreased by an amount equal to the agreed upon percentage of the achieved cost savings.

5.3 Seller will use its best efforts to lower its costs, and will pass on to Buyer any cost savings achieved. To the extent legally permissible, Seller will also be prepared to participate in cooperative buying activities with other companies to purchase material from the same sources in order to benefit from the most competitive material purchase prices.

5.4 Cost savings will become effective as they are achieved and will be fully reflected in reduced prices immediately. The parties will together review on a regular basis the status of cost improvements.

5.5 Seller agrees that the Goods will remain competitive in terms of technology, design, price, and quality with similar goods and services available to Buyer.

5.6 Notwithstanding Section 13 (Termination for Convenience), if, in the reasonable opinion of the Buyer, the Goods do not remain competitive as defined in Section 4.5, Buyer will advise Seller in writing of each area in which other goods or services are more competitive. If, within 30 days, Seller does not agree to immediately sell to Buyer goods or services with competitive technology, design, quality, or price, Buyer may terminate the Order and purchase the Goods from another supplier without any liability to Seller.

6 TERM

Subject to Section 13 (Termination for Convenience) and Section 14 (Termination for Cause / Remedies for Default), and unless otherwise expressly provided in the Order, the term of the Order commences on the date set forth in the Order and continues through the end of the vehicle platform for which such Goods are supplied, including any extensions of that platform, and including the service and replacement parts period under Section 32 (Service and Replacements Parts) (the "Term"). Seller agrees that it will not terminate the Order before the end of the Term.

7 QUALITY

7.1 The Order is subject to the terms and conditions contained in the Eberspaecher Quality Assurance Agreement (ET-F-203/02) ("QAA") and any applicable annex to that manual, and those terms and conditions are binding on Seller and incorporated into the Order. Seller will maintain an inspection and quality system that is acceptable to Buyer and that conforms to (1) any drawings, specifications, and data that are part of the Order, and (2) any quality program of Buyer described in materials referenced in the Order. Seller will maintain adequate authenticated inspection and test reports, affidavits, and certifications relating to the work performed under the Order, will retain those records for a period of ten years after the Term of the Order, and will make those records available to Buyer upon request. Seller acknowledges that Buyer may reduce Buyer's incoming inspection procedures in reliance upon Seller's maintenance of a quality system as required hereunder.

7.2 The parties agree that the QAA is incorporated in full except to the extent it is modified in this section. The QAA is available on the Purem Supplier Portal or may by requested from the applicable Purem buyer. Those modifications are as follows:

7.2.1 As used throughout the QAA, "Eberspächer" means Purem Novi Inc.

7.2.2 The QAA does not amplify the Framework Agreement (as stated in the Preamble), but instead is incorporated into the Order and these Terms.

7.2.3 Section 33 (Governing Law; Jurisdiction; Venue) applies to the QAA instead of the similar provisions in that document.

7.2.4 If there are any conflicts between the Order, including these Terms, and the QAA, the text of the Order, including these Terms, controls.

8 INSPECTIONS AND ACCEPTANCE OF GOODS

8.1 Buyer may inspect all Goods at all times and places, including during the period of manufacture. An inspection may, at Buyer's option, include confirmation of Seller's compliance with all quality control procedures that Seller is subject to under the Order. Seller will permit Buyer and Buyer's designees access to Seller's facilities at all reasonable times and will provide all tools, facilities, and assistance reasonably necessary for the inspection and confirmation at no additional cost to Buyer. All Goods are subject to final inspection and acceptance at any time after delivery to Buyer.

8.2 Notwithstanding any acts of Buyer that may be deemed under applicable law to constitute acceptance of the Goods, payment for delivered Goods will not constitute acceptance of the Goods. Buyer may reject any Goods that do not meet the specifications set forth in the Order. In addition to any other remedy provided by law or equity or any other provision of the Order, Buyer may return all or any portion of the Goods to Seller for reimbursement, credit, replacement, or correction at Buyer's option, or may itself correct or replace all or any portion of the Goods at Seller's expense. Any Goods rejected by Buyer will be at Seller's risk and expense and Seller will not tender any previously rejected Goods for acceptance unless the previous rejection or requirement of correction is disclosed. Seller will reimburse Buyer for any packaging, handling, transportation, and other reasonable costs Buyer incurs with respect to rejected Goods.

8.3 In addition to any other remedy provided by law or equity or any other provision of the Order, Buyer may revoke its acceptance of Goods at any time, whether or not a substantial modification to the Goods has been made, if a defect in the Goods that could not have been discovered during Buyer's normal inspection procedures or that is not normally discoverable until the Goods are used substantially impairs the value of the Goods to Buyer.

9 PRODUCT WARRANTIES

9.1 Seller warrants that:

9.1.1 the Goods will be fit and sufficient for the particular purpose intended by Buyer;

9.1.2 the Goods will be merchantable and free from all defects, including defects in material and workmanship and, except to the extent Seller or its subcontractors did not design the Goods, defects in design;

9.1.3 the Goods will conform to all representations, descriptions, samples, drawings, plans, specifications, designs, and other data supplied by Buyer or listed in the Order;

9.1.4 with respect to the Goods, Seller is, and will at all time remain, competitive in terms of price, quality, delivery, technology, and service; and

9.1.5 it will convey good title to Buyer free and clear of all liens and encumbrances.

9.2 The foregoing warranties are in addition to those available to Buyer by law.

9.3 Seller acknowledges that it knows of Buyer's intended use of the Goods.

9.4 All warranties will survive Buyer's acceptance, use, and payment and will run to Buyer, Buyer's customers, and all users of the Goods. The provisions of this section survive the termination or expiration of the Order.

9.5 Buyer's review or approval of any samples, drawings, specifications, or other data developed by Seller in connection with the Order will not limit Seller's responsibility under the warranties or alter the cost, rate of output, or delivery requirements of the Order.

9.6 Buyer's specifications and requirements take precedence over industry standards. Seller will advise Buyer in writing if Buyer's specifications or requirements are not as extensive as industry standards.

9.7 In no event shall the warranty period applicable to Seller's warranties be shorter than the longest warranty period applicable to Buyer, whether by statute, regulation, or other law, or by Buyer's contract with its customer. If Seller is not aware of the warranty period required by Buyer's customer, Seller is obligated to learn that information.

10 PRODUCT INDEMNIFICATION AND INSURANCE

10.1 Seller will indemnify, defend, and hold harmless Buyer, its officers, employees, agents, successors, assigns, customers, and users of Buyer's products from and against any and all losses, expenses, damages, claims, suits, and liabilities of any kind (including all recall, repair, and replacement expenses, incidental and consequential damages, and all court costs and attorney's fees) that are related in any way to or arise from the Goods or from Seller's performance or failure to perform any obligation under this or any Order (including claims based on Seller's breach or alleged breach of warranty or of any applicable law, regulation, ordinance, government authorization, or order).

10.2 Seller's obligation to indemnify will apply regardless of whether the claim arises in tort, negligence, contract, strict liability, or otherwise.

10.3 At Buyer's request, and at Seller's sole expense, Seller will promptly assume full responsibility for the defense of any action described in this section that may be brought or threatened by a third party against Seller or Buyer.

10.4 Any property of Buyer used by Seller in the performance of the Order will be deemed to have been under the sole custody and control of Seller during the period of such use by Seller.

10.5 The provisions of this section survive the termination or expiration of the Order.

10.6 Seller, at its sole expense, will obtain and maintain, and will require its subcontractors to obtain and maintain, insurance coverage as follows:

10.6.1 public utility and property damage insurance, including contractual liability (both general and vehicle) in amounts sufficient to cover all obligations set forth above; and

10.6.2 workers' compensation and employer's liability insurance covering all employees engaged in the performance of the Order for claims arising under any applicable workers' compensation, occupational disease, or health and safety laws or regulations.

10.7 With respect to the required insurance coverages set forth in Section 9.6, Seller will furnish to Buyer certificates of insurance demonstrating the required coverages. Those certificates must expressly provide that no expiration, termination, or modification will take place without 30 days' written notice to Buyer.

11 INFRINGEMENT INDEMNIFICATION

11.1 Seller will indemnify and hold harmless Buyer, its officers, employees, agents, successors, assigns, customers, and users of Buyer's products from and against any and all losses, expenses, damages, claims, suits, and liabilities of any kind (including incidental and consequential damages, court costs, and attorney's fees) arising as a result of any claim that the manufacture, use, sale, or resale of any Goods infringes any patent, utility model, industrial design, copyright, or other intellectual property right in any country.

11.2 Seller will, when requested by Buyer, defend any action or claim of infringement at its own expense.

11.3 If the sale or use of the Goods is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Seller will, at Buyer's election and Seller's sole expense, either procure for Buyer the right to continue using the Goods, replace the Goods with equivalent noninfringing goods, modify the Goods so they no longer infringe, or remove the Goods and refund the purchase price, including transportation, installation, removal, and other incidental charges.

11.4 Seller's obligations under this section will apply even though Buyer furnishes all or any portion of the design or specifies all or any portion of the processing for the Goods.

12 CHANGES

12.1 Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to the Goods under the Order. Changes may include changes in the design, processing, shipping, and date or place of delivery of the Goods covered by the Order. Changes may also include the scope of the work covered by the Order. Seller agrees to promptly make all those changes.

12.2 Any changes described in Section 11.1 will not affect the time for performance or price under the Order unless: (1) Seller provides Buyer with written notice in accordance with Section 41 (Notices) of the Order of a claim for adjustment to time for performance or to cost within 10 days after Buyer's notice to Seller of the change; and (2) after auditing Seller's claim, Buyer determines in its sole discretion that an adjustment is appropriate.

12.3 Any claim by Seller for adjustment to time for performance or to price under an Order must be solely and directly the result of the change directed by Buyer. Seller's notice of any claim will be effective only if accompanied by all relevant information sufficient for Buyer to verify the claim. In addition, Buyer has the right to audit all relevant records, facilities, work, or materials of Seller to verify any claim.

12.4 Nothing in this section excuses Seller from complying with the Order as changed.

12.5 No change to design, material, process, procedures, or practice may be made by Seller without prior written authorization by Buyer.

13 FORCE MAJEURE

13.1 Any delay or failure of either party to perform its obligations under the Order will be excused to the extent that Seller is unable to produce, sell, or deliver, or Buyer is unable to accept delivery, buy, or use, the Goods, directly as the result of acts of God, fires, floods, explosions, riots, natural disasters, wars, epidemics, sabotage, or governmental order (excluding all labor issues) (collectively, a Force Majeure Event). Written notice of the Force Majeure Event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible (but in no event more than 10 days after the Force Majeure Event occurs). For clarity, an event that increases the cost of Seller's performance, even substantially, is not a Force Majeure Event.

13.2 During any Force Majeure Event affecting Seller's performance, Buyer may, at its option, purchase the Goods from other sources and reduce its Releases to Seller by those quantities, without liability to Seller, or require Seller to provide Goods from other sources in quantities and at times requested by Buyer at the price in the Order.

13.3 Seller will use all diligent efforts to ensure that the effects of any Force Majeure Event are minimized and, as promptly as possible, resume full performance under the Order. If requested by Buyer in writing, Seller will, within five days after Buyer's request, provide adequate assurances that the delay in Seller's performance resulting from the event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide those adequate assurances, Buyer may immediately terminate the Order without liability to Seller.

14 TERMINATION FOR CONVENIENCE

14.1 In addition to any other rights of Buyer to terminate the Order, Buyer may, at its option, terminate all or any part of the Order without any liability whatsoever to Seller, at any time and for any reason, by giving written notice to Seller in accordance with Section 41 (Notices). Buyer has this right of termination notwithstanding the existence of any excusable delay or any excusable failure to perform under Section 12 (Force Majeure). Buyer's termination under this section may be effective immediately upon notice.

14.2 Seller does not have any right to terminate the Order for convenience.

15 TERMINATION FOR CAUSE / REMEDIES FOR DEFAULT

15.1 Buyer may terminate the Order in whole or in part for cause in the event of a Default by Seller.

15.2 "Default" means:

15.2.1 Seller's failure to comply with any term or condition of the Order, including any breach of warranty;

15.2.2 Seller's failure to give Buyer, upon request, reasonable assurances of Seller's future performance;

15.2.3 the insolvency, bankruptcy, liquidation, or dissolution of Seller; or

15.2.4 any other event that causes Buyer to have reasonable doubt as to Seller's ability to render due performance under the Order.

15.3 If, after termination for Default, it is determined that Seller was not in Default, the rights and obligations of the parties will be the same as if the termination was for Buyer's convenience.

15.4 In the event of Default, Buyer may, in its sole discretion, upon written notice to Seller but without any liability to Seller,

15.4.1 waive all or any part of the Default;

15.4.2 agree in writing to any change in or modification of the Order as Buyer may, in its judgment, deem advisable:

15.4.3 terminate the Order in whole or in part;

15.4.4 purchase Goods in substitution for those to be supplied by Seller and charge Seller for any excess costs resulting from that purchase; and

15.4.5 exercise any other rights or remedies Buyer may have under applicable law.

15.5 Regardless of whether Buyer terminates the Order, Seller's liability for Default includes Buyer's direct, incidental, and consequential damages and any other damages or other remedies available under law or equity.

15.6 Seller will reimburse Buyer for any attorney's fees, other professional fees, and court costs incurred by Buyer in connection with any Default by Seller or any action by Buyer to enforce its rights under the Order.

16 BUYER'S RESPONSIBILITIES UPON TERMINATION

16.1 Upon termination pursuant to these Terms, Buyer is required to pay to Seller only the unpaid contract price for Goods that have been completed in accordance with the Order and Buyer's written Releases and that have been delivered to Buyer under the Order. Buyer has no obligation to Seller with respect to finished Goods in amounts in excess of those required to fulfill Buyer's written Releases, nor with respect to any work-in-process or raw materials, nor with respect to any undelivered Goods.

16.2 Buyer is not obligated to pay for any work done after the effective date of termination, nor for any costs incurred by Seller's suppliers or subcontractors that Seller could reasonably have avoided.

16.3 Buyer is not liable for and is not required to make payment to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, consequential damages, tooling costs, or general and administrative burden charges relating to termination of the Order.

16.4 Within 30 days from the effective date of termination, Seller will submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and will thereafter promptly furnish any supplemental and supporting information that Buyer requests. Buyer or its agents has the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller.

17 SELLER'S RESPONSIBILITIES UPON TERMINATION

Upon receipt of any notice of termination under these Terms, Seller will, unless otherwise directed by Buyer, (1) promptly terminate all work under the Order; (2) transfer title and deliver to Buyer the finished Goods that Seller produced in accordance with the Order and Buyer's written releases; (3) take all actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (4) upon Buyer's request, cooperate with Buyer in the resourcing of production of the Goods to a different supplier. At Seller's expense, all property of Buyer will be returned to Buyer upon termination of the Order, or at any other time, upon Buyer's demand and in accordance with Buyer's instructions.

18 PROPRIETARY INFORMATION; CONFIDENTIALITY; ADVERTISING

18.1 Seller will treat all information furnished by Buyer (including drawings, specifications, or other documents prepared by Seller for Buyer in connection with the Order) as confidential and will not disclose any of this information to any other person, or use any of this information itself for any purpose other than performing its obligations under the Order, without Buyer's prior written permission. Seller will not advertise or publish the fact that Buyer has contracted to purchase Goods from Seller, or disclose any information relating to the Order, or use any trademarks, trade names, or service marks of Buyer in its advertising or promotional materials without Buyer's prior written permission.

18.2 Unless otherwise agreed to in writing by Buyer and Seller, no information disclosed in any manner or at any time by Seller to Buyer is secret or confidential, and Seller will have no claims against Buyer with respect to this information.

18.3 Notwithstanding anything to the contrary, the responsibilities of Seller under this section will continue after the termination of the Order.

19 LICENSE TO REPAIR; INTELLECTUAL PROPERTY

19.1 Seller hereby grants to Buyer a nonexclusive, royalty-free, irrevocable, worldwide license to repair, rebuild, reconstruct, and relocate the Goods. Seller warrants that all Goods covered by each Order will not and do not infringe on any patent, trademark, copyright, or other intellectual property of any third party.

19.2 Seller warrants that all copyrightable works of original authorship, ideas, inventions, trademarks, know-how, processes, compilations of information, and other intellectual property (collectively "Deliverables") will be original to Seller and will not incorporate any intellectual property of any third party.

19.3 All Deliverables that are created in the course of performing the Order, and all intellectual property rights in Deliverables, are owned by Buyer and not by Seller. Seller agrees that all works of original authorship created by Seller in connection with each Order are "works made for hire" as that term is used in connection with the U.S. Copyright Act.

19.4 To the extent that, by operation of law, Seller owns any intellectual property rights in the Deliverables, Seller hereby assigns to Buyer all rights, including copyrights and patent rights, in such Deliverables.

19.5 Seller grants to Buyer an irrevocable, paid-up, non-exclusive, worldwide license, with the right to grant sublicenses to affiliates, to use any technical information, know-how, copyrights, and patents owned or controlled by Seller or Seller's affiliates to make, have made, use, and sell any Goods provided by Seller under the Order. Seller will ensure that its subcontractors will have contracts with Seller in writing consistent with the terms of this section to ensure that the protections received by Buyer from Seller are also received from subcontractors for the benefit of Buyer and Seller.

20 BUYER'S PROPERTY

20.1 "Buyer's Property" means all supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, and other items that are either: (1) furnished by Buyer, either directly or indirectly, to Seller to perform the Order; or (2) for which Seller has been reimbursed by Buyer; or (3) for which Buyer has agreed in writing to reimburse Seller, including by issuing a purchase order. Buyer's Property includes 3D models and other data used to produce Buyer's Property. Buyer's Property includes the property of any of Buyer's customers. Buyer's Property is and will remain the property of Buyer or its customer, as applicable.

20.2 Buyer's Property is held by Seller on a bailment basis, and Seller will mark or tag each piece of Buyer's Property accordingly. Seller bears all risk of loss of and damage to Buyer's Property. Seller will not use Buyer's Property for any purpose other than the performance of the Order or its incorporated Terms, will not commingle Buyer's Property with the property of Seller or with that of any third person, and will not remove Buyer's Property from Seller's premises or alter Buyer's Property without Buyer's prior written consent. Seller will keep adequate records of Buyer's Property, which will be made available to Buyer upon request. Seller will store, protect, preserve, repair, and maintain Buyer's Property in accordance with sound industrial practice, all at Seller's expense. Seller will pay all license fees, assessments, and taxes, including personal property taxes, for Buyer's Property, and will provide annual written proof of these payments.

20.3 Each tool, jig, die, gauge, fixture, mold, pattern, or other equipment that is Buyer's Property ("Tooling") is to be clearly and permanently marked with a tool number, the part number of the part that the Tooling is intended to produce, and the identity of the owner of the Tooling (either Buyer or Buyer's customer). Permanent marking methods include asset tags, etching, stamping, and embossing. Any marking method that is not permanent, including stenciling, painting, inking, and labels, is not acceptable. The following statement must appear on every invoice for Tooling submitted by Seller: "Tools included in this invoice are completed and have produced parts accepted by Buyer; are clearly and permanently marked with a tool number and part number, and are clearly identifiable as property of Buyer or Buyer's customer."

20.4 Seller will, at its own expense, keep Buyer's Property insured, naming Buyer as the loss payee and additional insured. Any Buyer's Property repaired, rebuilt, modified, or replaced by Seller will remain or become Buyer's Property, regardless of whether Buyer has reimbursed Seller for the repair, rebuild, modification, or replacement. Buyer has the right to enter Seller's premises at reasonable times to inspect Buyer's Property.

20.5 If Buyer's Property becomes lost or damaged while in Seller's possession, Seller will indemnify Buyer for the loss or replace the property at Seller's expense, at Buyer's option.

20.6 Seller agrees that Buyer has the right to enter Seller's premises (or wherever Buyer's Property is located) and take possession of Buyer's Property, or to request that Seller surrender Buyer's Property to Buyer, at any time and without any reason and without any payment or any other precondition. At Buyer's request, Seller must immediately surrender Buyer's Property and prepare it for shipping or deliver it to Buyer or its customer, and cooperate in any other way with the surrender of Buyer's Property, as directed by Buyer. Buyer will reimburse Seller for reasonable delivery costs. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its designee with immediate access to Buyer's Property. Seller has no right to retain any of Buyer's Property, either for outstanding payment demands or for any other reason. Seller's obligation to cooperate with the repossession, surrender, or delivery of Buyer's Property is not contingent on final payment or any other precondition.

20.7 Seller affirmatively waives any lien, whether based in statute or common law, that Seller might otherwise have on any Goods or Buyer's Property for any reason. Seller assigns to Buyer any claims against third parties with respect to Buyer's Property. Seller acknowledges that the continued and unauthorized possession of Buyer's Property by Seller will cause irreparable harm to Buyer, Buyer's customers, and others. Therefore, Seller recognizes the right and need of Buyer to obtain immediate relief in the nature of a replevin, claim-and-delivery, or other similar action. Accordingly, provided that Seller receives at least 24 hours' notice of any request for hearings in connection with proceedings instituted by Buyer, Seller waives, to the fullest extent possible under applicable law, the right to notice in excess of 24 hours in connection with any judicial proceedings instituted by Buyer. Further, Seller hereby waives any requirement for Buyer to post a bond in a replevin, claim-and-delivery, or other similar action under Michigan Court Rule 3.105, other Michigan Court Rules, or under similar procedures found in other states or the federal courts. However, if a bond is required by any court rule or court order, Seller agrees that the bond will not exceed 50% of the cost to Buyer of Buyer's Property. Seller will pay all costs incurred by Buyer, including reasonable attorney's fees, the cost of the bond, and sheriff and other court officers' fees in connection with the recovery of Buyer's Property through any legal process.

20.8 To the extent that Buyer's Property is in the possession or control of a subcontractor or supplier to Seller, Seller will cause that party to release or deliver Buyer's Property to Buyer under these Terms. Regardless of whether Buyer's Property is in the possession or control of a subcontractor or supplier to Seller, Seller remains directly responsible to Buyer for the performance of the obligations in this section, and remains fully liable to Buyer for any breach of this section.

21 SELLER'S PROPERTY

21.1 Unless otherwise specified in the Order, Seller, at its expense, will furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, and other items that are necessary for the production of the Goods but are not Buyer's Property ("Seller's Property"). Seller will insure Seller's Property with full fire and extended coverage for its full replacement value.

21.2 Seller grants Buyer an irrevocable option to take possession of and title to any of Seller's Property that is specially designed or configured for the production of the Goods upon Buyer's payment to Seller of the net book value of those items of Seller's Property less any amounts that Buyer has previously paid to Seller for the cost of those items. This option will not apply to any item of Seller's Property that is used to produce a substantial quantity of products for other customers of Seller.

22 COMPLIANCE WITH LAWS

Seller will fully comply with all applicable laws and will hold Buyer harmless from any liability resulting from Seller's failure to do so. If the applicable laws are those of the United States, Seller is responsible for compliance with all laws administered and enforced by: U.S. Customs and Border Protection (including proper invoice descriptions of the covered Goods and other required invoice information, qualification for preferential tariff treatment under the United States-Mexico-Canada Agreement ("USMCA") as set forth on any executed USMCA Certificate of Origin, and country of origin declaration and marking of the Goods or its container); the Bureau of Industry and Security (via the Export Administration Regulations found in Subchapter C, Title 15 of the Code of Federal Regulations); and all other U.S. government agency laws and regulations pertaining to the import and export of the Goods. If the Seller subcontracts any of its duties under the Order in accordance with Section 28 (Assignments and Subcontracting), Seller will ensure that all subcontractors comply with the requirements of this section, and will hold Buyer harmless from any liability resulting from any subcontractor's failure to comply.

23 TAXES

Seller's prices will not include any federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of the Goods unless Seller is required by law to collect those taxes from Buyer. Seller will list separately on its invoice any of those tax lawfully applicable to the Goods and payable by Buyer with respect to which Buyer does not furnish to Seller lawful evidence of exemption.

24 SETOFF

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller or any of its subsidiaries or affiliates will be considered net of indebtedness or other obligations of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer and its subsidiaries or affiliates have the right to set off against or recoup from Seller and its affiliates or subsidiaries any amounts owed to Buyer and its affiliates or subsidiaries.

25 PAYMENTS

25.1 Buyer will pay the prices set forth on the face of the Order for Goods delivered and accepted, less deductions, if any, permitted under the Order, but only:

25.1.1 upon submission by Seller to Buyer of an invoice; or

25.1.2 pursuant to other mutually agreed-upon arrangements.

25.2 The prices for Goods will not be subject to any variation without the prior written consent of Buyer. Unless otherwise specified, Buyer will pay for a partial delivery only if it is accepted by Buyer.

26 BUYER'S REMEDIES

26.1 All remedies provided in the Order are distinct from and cumulative to any other right or remedy provided to Buyer by the Order, law, or equity. Buyer may exercise all available rights concurrently, independently, or successively.

26.2 Any forbearance by Buyer in exercising any right or remedy provided by the Order, law, or equity will not be a waiver of or preclude the exercise of any other right or remedy.

26.3 In no case will Buyer's exercise of any rights provided by the Order, or Buyer's failure to exercise any of its rights, relieve Seller from legal responsibility for the failure of any Goods to comply with the requirements of the Order.

27 SELLER'S EXCLUSIVE REMEDY

27.1 Seller agrees that, in the event of any dispute arising from or related to the Order, or any claim by Seller that it has been damaged in any way as a result of or related to the Order, that its exclusive remedy in any court is an action for monetary damages.

27.2 Seller agrees that any harm or damage it may claim arising from or related to the Order is not irreparable harm. Seller admits that any harm or damage it may claim is compensable by the legal remedy of monetary damages. Seller therefore waives any claim it has now or may have in the future related in any way to the Order that seeks injunctive or other equitable relief as a remedy, and it waives any right to seek that relief by motion or by any other means from any court.

27.3 Seller acknowledges and agrees that under no circumstances will it have the right to cease those deliveries to Buyer that are required by the Order. Seller acknowledges and agrees that its failure to deliver as required by the Order will cause irreparable harm to Buyer. Seller acknowledges and agrees that if it does stop deliveries, preliminary and permanent injunctive relief should be granted in Buyer's favor, compelling Seller to resume and continue deliveries as required by the Order.

27.4 Seller acknowledges that any failure to make deliveries as required to Buyer may cause Buyer, along with the irreparable harm it will suffer, to incur monetary penalties or fines imposed by Seller's customer, as well as other monetary damages. Seller agrees that if Buyer incurs any such penalties, fines, or damages as a result of Seller's failure to deliver in accordance with the Order that Seller will fully and immediately indemnify Buyer for those amounts.

28 SEVERABILITY

Any provision of the Order that is finally determined to be unlawful will be deemed severed from the Order and every other lawful provision of the Order and its incorporated Terms will remain in full force and effect.

29 ASSIGNMENTS AND SUBCONTRACTING

29.1 No part of the Order may be assigned or subcontracted without Buyer's prior written approval.

29.2 The terms and conditions of the Order bind any permitted assignee of Seller.

29.3 If Seller is authorized to use subcontractors, Seller will obtain from each subcontractor rights and obligations no less favorable to Buyer than the provisions of the Order, and will ensure that any approved subcontractor complies with all of Buyer's requirements.

29.4 In the event Seller cannot fulfill any of its obligations under the Order, Seller will, at Buyer's option and in addition to any other rights or remedies available to Buyer under the Order or otherwise, assign to Buyer all of Seller's rights with respect to any subcontractors under the Order.

29.5 Regardless of whether Seller subcontracts some or all of its obligations under the Order, Seller remains directly responsible to Buyer for the performance of its obligations under the Order, and remains directly liable to Buyer for any breach of those obligations.

30 EQUAL OPPORTUNITY; GOVERNMENT CONTRACTS

30.1 The Equal Employment Opportunity Clause in Section 202-Executive Order No. 11246, as amended relative to Equal Employment Opportunity, and the implementing rules and regulations of the Office of Federal Contract Compliance are incorporated by specific reference. The Veterans job listing provisions of Title 41 Part 50, of the Code of Federal Regulations as amended are also incorporated by specific reference. The Affirmative Action Clause and implementing regulations set forth in 41 C.F.R. Part 60-741: Affirmative Action for Individuals with Disabilities, and 41 C.F.R. Part 60-250: Affirmative Action for Veterans as amended, are also incorporated by specific reference.

30.2 If the Order specifies that it is issued under a government contract, the terms and conditions on form GC-1 will govern the Order and are incorporated by specific reference and each reference to Buyer will be deemed to include a reference to the U.S. Government.

31 FAIR LABOR STANDARDS; BUSINESS CONDUCT GUIDELINES

31.1 Seller warrants that the Goods will be made in compliance with the Fair Labor Standards Act of 1938, as amended. Seller further warrants that the Goods will be made in compliance with the United Nation's Universal Declaration of Human Rights.

31.2 Seller warrants that the Goods will be made in compliance with the Business Conduct Guidelines in the Purem Group.

32 LIMITATION ON DAMAGES

In no event will Buyer be liable to Seller for anticipated profits or for special, incidental, consequential, exemplary, or punitive damages.

33 SERVICE AND REPLACEMENT PARTS

Seller will sell Buyer Goods necessary for Buyer to fulfill its current model service and replacement parts requirements at the prices set forth in the Order. During the 15-year period after Buyer completes current model purchases (or a longer period if required by Buyer's customer), Seller will sell Goods to Buyer to fulfill Buyer's past-model service and replacement part requirements. The price during the first three years (or longer if required by Buyer's customer) of this period will be the OE price in effect at the conclusion of the current model purchases. For the remainder of this period, the price will be the OE price in effect at the conclusion of current model purchases plus adjustments mutually agreed to by Buyer and Seller to compensate for reduced volumes. As used in this section, the term "OE price" means the original equipment price of Goods that are used in products that are shipped directly or indirectly to a vehicle assembly plant to support vehicle production.

34 GOVERNING LAW; JURISDICTION; VENUE

The Order is made in Oakland County, Michigan, and is governed by the internal laws of the state of Michigan without regard to any conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Order. Seller consents to the exclusive jurisdiction of the state courts in Oakland County, Michigan, and of the appropriate federal court in the U.S. District Court for the Eastern District of Michigan, Southern Division for any legal or equitable action or proceeding arising out of, or in connection with, the Order. Seller further consents to venue in those courts, and specifically waives any and all objections to venue in those courts.

35 CLAIMS OF SELLER

Any lawsuit or other action by Seller under or in connection with the Order must be commenced within one year after the breach or other event giving rise to Seller's claim occurs, regardless of Seller's lack of knowledge of the breach or other event giving rise to Seller's claim.

36 HAZARDOUS MATERIALS AND RESTRICTED SUBSTANCES

Seller will notify Buyer of all "hazardous materials" (as that term is defined in applicable federal, state, and local statutes) that are contained in the Goods. Seller will furnish Buyer with copies of all applicable "Material Safety Data Sheets" for Goods no later than the initial shipment date under the Order. Seller will also comply with all laws, orders, and regulations pertaining to the use, storage, transportation, and disposal of restricted, toxic, and hazardous materials. For products that are incorporated into Buyer's customers' products, Seller will disclose restricted, toxic, and hazardous materials information to Buyer upon request. The disclosure must include Seller's entry of parts information into the International Material Data System ("IMDS"). Seller must submit ELV data by direct entry into IMDS via the Internet (www.mdsystem.com). Seller must send IMDS information to Buyer's # 211. At a minimum, Seller will disclose those materials listed on the IMDS International List of Reportable Substances.

37 RECALL CAMPAIGNS

37.1 Seller will indemnify, defend, and hold harmless Buyer, its officers, employees, agents, successors, assigns, and customers from and against all loss, liability, damages, costs, or expense of any kind, including attorney's fees, court costs, repair and replacement expenses, and damages of any kind incurred by Buyer or its customers if Buyer recalls from Buyer's customers or others any Goods, or any end products employing any Goods as a part or component thereof, or if Buyer repairs, replaces, or refunds the purchase price of the Goods or end product. This indemnity will apply only if the recall, repair, replacement, or refund:

37.1.1 is required under applicable statutes, laws, or regulations; or

37.1.2 is required by Buyer's contractual obligations to its customers, end users, or end customers; or,

37.1.3 is necessary, in Buyer's reasonable commercial judgment, to preserve Buyer's commercial reputation as a supplier of reliable, high-quality products.

37.2 If the Goods are not the sole cause of a recall, then Buyer will apportion its costs, damages, and expenses as it determines to be reasonable and equitable. Buyer will use reasonable efforts to inform Seller promptly after Buyer learns of facts that may require a recall, a repair, a replacement, or a refund under this section.

37.3 Buyer has the right, without Seller's consent, to report to any administrative or regulatory body any information that Buyer obtains indicating that the Goods either fail to conform to any standard required by law or create of themselves, or within the end product of which they are a part or component, a situation requiring recall or notice as defined by applicable law.

37.4 Seller will prepare, maintain, and file with the appropriate agency those records and reports relating to the manufacture, sale, use, and characteristics of the Goods that may be required by any federal, state, or local law or regulation concerning the manufacture, sale, or use of the Goods or the end products of which the Goods may be a part or component. Seller will provide Buyer with copies of those records at Buyer's request and will give Buyer access to Seller's records that allow Buyer to confirm Seller's compliance with this section. Seller will comply with all Products Safety and Compliance Requirements contained in the QAA and any applicable annex to that document, and available on the Seller-accessible website established by Buyer for supplier-related requirements and related matters.

38 EXPORT, TRADE CREDITS, OFFSET, AND COUNTER-TRADE CREDITS

To the extent permitted by law or Treaty, Seller will assign to Buyer all export, trade, offset, and counter-trade credits that arise from the Order, with the right to reassign the credits as determined by Buyer.

39 CERTIFICATES OF ORIGIN

Upon request, Seller will promptly furnish to Buyer all certificates of origin (USMCA, AALA, US–Australia, Manufacture's Affidavit etc.) or domestic value-added and all other information relating to the places of origin of the Goods or the Services and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs, and other applicable governmental regulations including those customs, tariffs, and regulations that enable Buyer to claim preferential duty treatment at the time of entry of the Goods and related tooling and equipment. Seller shall make all necessary arrangements for said Goods to be eligible for and certified by any applicable duty deferral or free trade program(s) of the country of import. Seller will indemnify and hold Buyer, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and

the Customer harmless from and against all liabilities, demands, claims, losses, costs, damages, and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller's delay in furnishing such certificates or other information to Buyer; (ii) any errors or omissions contained in such certificates; and (iii) any non-compliance by Seller with such regulations. Seller agrees to update Buyer promptly and according to regulation timelines of any changes to the information provided on previously supplied certificates of origin. Seller agrees to provide a specific contact responsible for certificate of origin issuance and provide promptly notify Buyer of any changes to contact details.

40 IMPORTER SECURITY FILING

Seller agrees to provide Buyer or Buyer's agent with timely, accurate, and complete information with respect to all Goods purchased or shipped under the Order as required for compliance with all applicable import regulations, including without limitation the Importer Security Filing (ISF) ("10+2") regulation issued by U.S. Customs and Border Protection. Seller will indemnify and hold Buyer harmless from and against all transportation-, detention-, or storage-related charges or fees and any government-assessed fees or penalties that Buyer incurs as a result of Seller's failure to provide the required information in a timely, accurate, or complete manner. If CBP assesses Buyer with liquidated damages, fines, or penalties either for failure to file the ISF data or for late of inaccurate filing of ISF data, Seller will assist Buyer with investigating and resolving the situation. Assistance will include (i) upon Buyer's reasonable request, providing Buyer with relevant documentation and making Seller personnel available to answer questions, and (ii) taking such corrective action as is necessary to minimize the risk of additional damage, fines, or penalties. Seller is responsible for all liquidated damages, fines, or penalties related to failure to file the ISF data or late/inaccurate filing of ISF data.

41 CUSTOMS DOCUMENTATION

41.1 Seller will provide Buyer all necessary information and documentation of Seller relating to the Goods supplied under this Order. Seller is required to comply with all laws and regulations administered and enforced by the applicable customs and border authority for the country listed in the Order as the site of delivery.

41.2 If the site of delivery is within the United States, the Seller will comply with all laws and regulations administered and enforced by the U.S. Customs and Border Protection ("CBP"). Specifically, Seller is required to:

41.2.1 provide a commercial invoice meeting the requirements of 19 C.F.R. §§ 141.86 and 142.6, including the appropriate eight-digit subheading from the Harmonized Tariff Schedule of the United States;

41.2.2 if the Goods are consigned or otherwise not subject to a sale, provide a pro forma invoice meeting the requirements of 19 C.F.R. § 141.85;

41.2.3 provide a validly executed USMCA Certificate of Origin if the Goods are produced in the United States, Canada, or Mexico and otherwise meets the specific Rule of Origin for the Goods;

41.2.4 maintain all required supporting documentation attesting to the USMCA originating status or other preferential-trade-agreement status claimed for the Goods (such as the Generalized System of Preferences or the African Growth and Opportunity Act);

41.2.5 supply to Buyer upon request a validly executed CBP Certificate of Manufacture and Delivery or CBP Certificate of Delivery for any Goods subject to Buyer's filing of a duty drawback entry; and,

41.2.6 otherwise maintain all records related to the origin, manufacture, and delivery of the Goods for a period of five years from the date of importation of any Goods into the customs territory of the U.S.

41.3 Seller will hold Buyer harmless and will reimburse Buyer for any and all increased costs, customs duties and fees (including Merchandise Processing Fees and Harbor Maintenance Fees), penalties, and liquidated or other damages incurred by Buyer as a result of deficient or erroneous documentation supplied by Seller.

41.4 Whenever Seller delivers the Goods within the customs territory of the final delivery location or the named place of the incoterm does not occur within a customs port terminal:

- Seller must provide Buyer's customs and logistics departments with the email notification of the shipment and the shipping documents, including invoice, packing list, and bill of lading.
- Seller must provide Buyer's customs department with an email including instructions whether the goods will be delivered from an FTZ (Foreign Trade Zone) / BONDED WAREHOUSE and instructions for transfer process (bond cancellation/extractions).
- For deliveries to Buyer's broker warehouse on the US–Mexico border, Seller must deliver the Goods under the carrier bond. Buyer's customs department will cancel the carrier bond through its designated broker.
- For deliveries within Mexico, Seller must provide clear communication to Purem's customs department of the customs status. If the Goods are located in an FDW (Fiscal Deposit Warehouse) / IMMEX, Seller must provide Buyer with instructions for the transfer process.
- Whenever legal title to the Goods will transfer from Seller to Buyer in Mexico territory and in accordance to designated INCOTERMS, Seller will be responsible for all logistics and customs costs and import duties and taxes related to the introduction of the goods into Mexico and performing the virtual customs export/transfer to Buyer according to Mexico trade laws and regulations.

41.5 Whenever Seller delivers the Goods within a maritime port terminal or airport terminal:

- Seller must provide Buyer's customs and logistics departments with the email notification of the shipment and the shipping documents, including invoice, packing list, and bill of lading.
- When shipment leaves port of origin, Seller must provide Buyer's customs department with the standard shipping terms for the customs clearance to review and approve. These terms include:
    - Port of arrival and customs terminal to be used.
    - LCL (Consolidated Container)/FCL (Full Container) shipping method.
    - Storage and container demurrage free days in the shipping contract.

41.6 Steel and Aluminum

- For all shipments containing steel or aluminum products (including derivatives), suppliers must provide:
- Country of melt and pour on invoice and packing list, supported by mill test certificates indicating composition (carbon and metallic elements).
- Country of primary/secondary smelt and country of cast on invoice and packing list. supported by mill test certificates indicating composition (carbon and metallic elements).

41.7 Buyer and its subsidiaries and affiliates will be entitled to, and Seller hereby assigns to Buyer, all duty drawback rights of Seller related to Goods that it imports and that are later exported from the U.S. by Buyer in some form, e.g., in the same condition as imported or as a further-manufactured article. These rights include those rights developed by successorship and rights which may be acquired by Seller from its Suppliers. The compensation for this assignment is included in the purchase price of the Goods. Seller will not be compensated for this assignment with any portion of duties refunded to Buyer through the approval by CBP of Buyer's duty drawback entry covering the subject Goods.

42 GOVERNMENT CONTRACT

42.1 If the Order is placed in support of a government contract, Seller will comply with all applicable requirements for the governmental entity.

42.2 If the Order is placed in support for the U.S. government, Seller will comply with all applicable requirements for U.S. government subcontractors, including any applicable provisions of the Buy American Act ("BAA") and the Federal Acquisition Regulations ("FAR"). If the Seller does not meet the applicable requirements of the BAA, it must demonstrate to the Buyer that it qualifies for the contract under one of the following exceptions:

42.2.1 Nonavailability. The head of the federal department or agency issuing the subject contract may determine that the relevant manufactured good is not produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

42.2.2 Unreasonable cost. The head of the federal department or agency may determine that the cost of relevant manufactured goods will increase the cost of the overall project by more than 25 percent; or

42.2.3 Inconsistent with public interest. The head of the federal department or agency may determine that application of the restrictions of Section 1605 of the Recovery Act would be inconsistent with the public interest.

42.3 In addition, if any Order is placed pursuant to a state or municipal government contract, Seller must also comply with any reference in those contracts to the BAA (and applicable exceptions as set forth above).

43 ENTIRE AGREEMENT

The Order, including all documents incorporated by reference, and specifically including these Terms, contains the entire agreement between Buyer and Seller with regard to the purchase and sale of the Goods sold under the Order. Seller and Buyer may use electronic means, including computer-based communications systems, to transmit the Order, Seller's acknowledgment of the Order, Releases, and other correspondence or information relating to the placing of the Order. The terms and conditions contained in or incorporated into the Order, including the Terms set forth herein, supersede any terms and conditions contained in any of those electronic transmissions.

44 NOTICES

Whenever the Order requires the giving of written notice to Buyer or Seller, that notice will be mailed via certified or registered mail, return receipt requested, and proper postage prepaid (along with a courtesy copy by email), to the following addresses:

As to Buyer:

Attn: Director of Procurement

Purem Novi Inc.

29101 Haggerty Road

Novi, Michigan 48377-2913

As to Seller: *Seller's most current address on file with Buyer.*

and will be deemed duly given on the date the mailed notice is received by the addressee.

45 Change history

Status	Created/ changed	Reviewed	Approved	Comment (changed/added)
07	Perez Juarez, Claudia EAMQM-SA 07.11.2025	Kovac, Kevin EAMQM-SA 11.11.2025	Treseler, Oliver EAMQM-SA 11.11.2025	Added Section 4.0 Safety Stock requirements. Added Section 41.4, 41.5 and 41.6 updated Customs documentation requirements. Section 36 Corrected IMDS #
06	Perez Juarez, Claudia EAMSC-CP 11.04.2024	Kevin Kovac EAMSC-CP 06.05.2024	Oliver Treseler EAM 06.05.2024	Corrected companyname from Purm Novi Inc. to Purem Novi Inc. Correction reference to QAA & Logistics agreement Sections 6.1, 6.2, 36.4 and 3.8. Section 13. Remove 30 days notice. Section 13.1 Adding: “Buyer’s termination under this section maybe effective immediatelyup-on notice”. Section 13.2 Adding: “Seller does not have any right to terminate the Order for convenience”. Section 21. Update new trade agreement to USMCA (United States-Mexico-Canada Agreement). Section 38 Added Certificate of Origin verbiage. Section 39. Added Importer Security Filing verbiage.
05	Boss, Beth EAMSC-CP 19.04.2022	Kovac, Kevin EAMSC-CP 19.04.2022	Davis, Craig EAM 19.04.2022	Updated Companyname from Eberspaecher North America to Purem Novi Inc. Changed CompanyLogo Section 12: updated Section 41: removed procurement@Purem.com

Status	Created/ changed	Reviewed	Approved	Comment (changed/added)
04	Boss, Beth EAMSC-CP 24.09.2019	Kovac, Kevin EAMSC-CP 25.09.2019	Davis, Craig EAM 25.09.2019	Initial release in new format