# DLA PIPER LLP (US)

Timothy W. Walsh 1251 Avenue of the Americas New York, NY 10020

Telephone: (212) 335-4500 Facsimile: (212) 335-4501 Attorneys for Synovate, Inc. and

PT Synovate

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

X	
In re:	Chapter 11
General Motors Corporation, et al.,	Case No. 09-50026 (REG
Debtors.	(Jointly Administered)
X	

# LIMITED OBJECTION OF SYNOVATE, INC. AND PT SYNOVATE TO DEBTORS' PROPOSED CURE AMOUNTS

Synovate, Inc. and PT Synovate (collectively, "Synovate"), by and through their counsel DLA Piper LLP (US), hereby submit this limited objection (the "Limited Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto, which the Debtors served upon Synovate pursuant to this Court's Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (I) Approving Procedures for Sale of Debtors' Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition Holdings, LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice dated June 2, 2009 (the "Sale Procedures Order") [Doc. No. 274]. In support of this Limited Objection, Synovate states as follows:

# **BACKGROUND**

- On June 1, 2009, the Debtors commenced these voluntary cases under chapter 11 of the Bankruptcy Code.
- 2. On June 1, 2009, the Debtors filed their Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k), and (m), and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, to (I) Approve (A) The Sale Pursuant to The Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) The Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing (the "Sale Motion") [Doc. No. 92].
- 3. Pursuant to the Sale Motion, the Debtors sought approval of certain procedures for assuming and assigning executory contracts, including contracts between one or more of the Debtors and Synovate (the "Contracts"), and for addressing objections to the Debtors' proposed cure amounts for these contracts.
- 4. On June 2, 2009, this Court entered the Sale Procedures Order, which approved the procedures set forth in the Sale Motion.
- 5. Pursuant to the Sale Procedures Order, the Debtors were to mail a Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto ("Cure Notice") to each non-debtor party, including Synovate, to an executory contract that the Debtors sought to assume and assign.
- 6. Under the terms of the Sales Procedures Order, June 25, 2009, was the ordered objection deadline for Synovate to object to the Cure Notice.

- 7. Synovate, however, did not receive its Cure Notice until **July 14, 2009**.
- 8. The Cure Notice referenced a secure website (the "<u>Contract Website</u>") that would display the identities and proposed cure amounts, if any, of all executory contracts to be assumed by the Debtors. Synovate has logged onto the Contract Website as instructed by the Cure Notice and has accessed the corresponding secure pages and the Debtors' proposed cure amounts.
- 9. On the Contract Website, the Debtors state that the amount necessary to cure all existing defaults under the Contracts is \$20,223.59 (the "Stated Cure Amount").
- 10. Synovate does not object to the assumption and assignment of the Contracts by the Debtors. Rather, Synovate objects to the failure by the Debtors to provide it with a timely Cure Notice, as required under the Sale Procedures Order, and to the Stated Cure Amount set forth by the Debtors on the Contract Website.
- 11. The Stated Cure Amount is not sufficient to cure all of the Debtors' obligations under the Contracts with Synovate with regard to services rendered to the Debtors prior to the bankruptcy filing.
- 12. Both Synovate and the Debtors are party to Purchase Order No. GMR88153/GMB07307, Purchase Order No. GMS32012, and Purchase Order No. GMS33715 (collectively, the "Purchase Orders"). The Stated Cure Amount excludes the amounts owed for services rendered by Synovate pursuant to these Purchase Orders. Copies of the Purchase Orders and/or related invoices are attached hereto as **Exhibit A**.
- Accordingly, Synovate believes that the proper cure amount for the Contracts is \$104,933.59. See Exhibit A.

14. Synovate expressly reserves its right to amend or supplement this Limited

Objection, to introduce evidence supporting this Limited Objection, to be heard at a hearing with

respect to this Limited Objection, and to file supplemental objections if necessary.

RELIEF REQUESTED

WHEREFORE, for the reasons stated herein, Synovate respectfully requests that this

Court enter an order: (i) permitting Synovate to object to the Cure Notice after the objection

deadline; (ii) requiring a cure payment of \$104,933.59 with respect to Synovate's Contracts; and

(ii) granting such other relief as is just and appropriate.

Dated: New York, New York

July 23, 2009

DLA PIPER LLP (US)

By: /s/ Timothy W. Walsh

Timothy W. Walsh 1251 Avenue of the Americas New York, New York 10020

Tel: (212) 335-4500 Fax: (212) 335-4501

Attorneys for Synovate, Inc., and PT Synovate

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# EXHIBIT A

# FINAL INVOICE

**GM Financial Shared Services Acquisition Business Process** c/o Olimpic Receipting PO Box 63490 Phoenix, AZ 85082-3490

gm.capital.invoicing@acs-inc.com



Research reinvented

Invoice No.

141155

Date

March 31, 2009

P.O. No.

GMB07307

Release No.

GMR88153

GIC No.

GM Project

Amy Hietala

Manager

GM Proj. No.

914-09-6031

SM Proj. No.

2W36

CVP SITE HOSTING Q1										
Sequence Item No.	Item ID No.	Description	<u>Unit</u> <u>Price</u>	<u>U/M</u>	Quantity	Amount				
00021	SERV-20DC	Data Collection	1,750.00	EA	1.00	1,750.00				
00051 00054	1416-00PT 1416-00PV	Study Director Data Manager	57.92 62.37	HR HR	6.00 12.00	347.52 748.44				
TOTAL					TELL SECTION SECTION	\$2,845.96				

# REMIT TO:

Check information

Synovate, Inc. 37090 Eagle Way Chicago, IL 60678-1370 Bank wire information

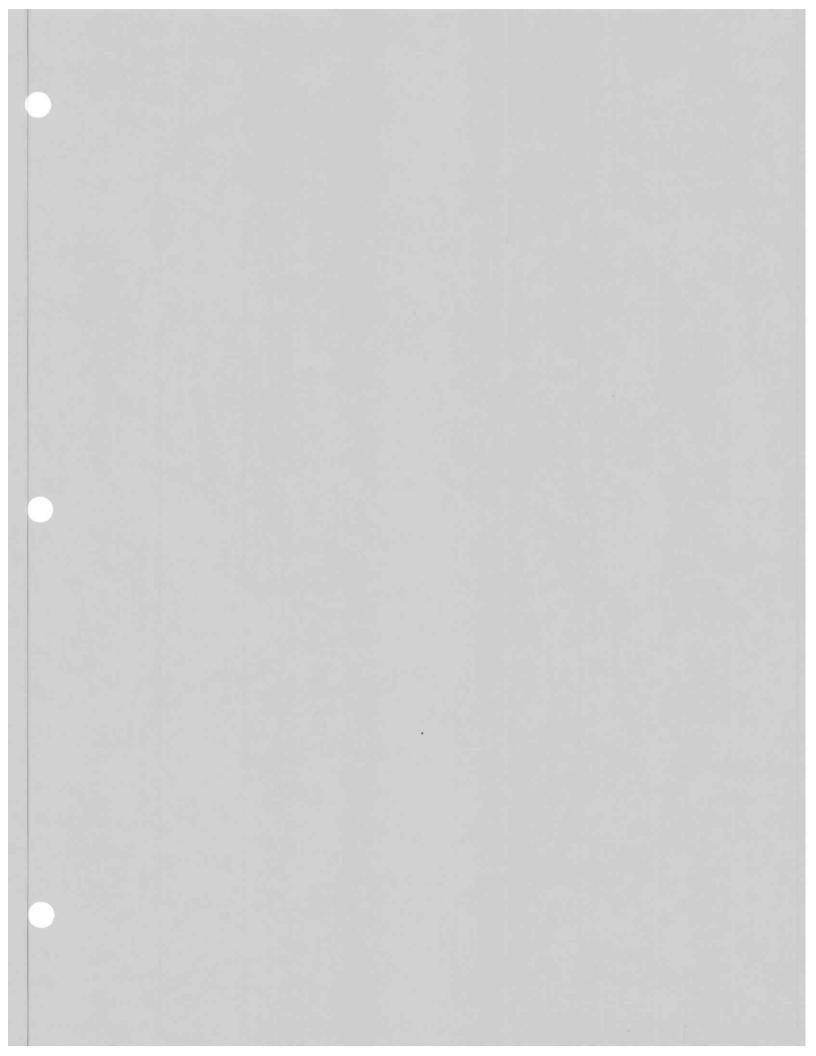
JP Morgan Chase Bank 1370 Avenue of the Americas New York, NY 10019 USA

Routing Transit #071000013 (for ACH payments) Routing Transit #021000021 (for wire transfers)

Account # 5330186110 Swift ID# CHASUS33 Account name: Synovate



Buyer: 10001P01 GENERAL MOTORS - ABP GROUP	Seller: 046583027 SYNOVATE INC
2000 CENTERPOINT PKWY.	222 S RIVERSIDE PLZ
PONTIAC,MI 48341 Contact Info: G WFG-ABP (TE) XXXXXXXXXXXXXX	CHICAGO, IL 60606
Ship To: 10001REN GM RENAISSANCE CENTER	Bill To: 10001101 INVOICE FOR SERVICE, MACHINERY
TOWER 100 & 200 NORTH DOCK 13'2" CLEARANCE FRANKLIN STREET RAMP DETROIT, MI 48243	& EQUIP ONLY.QUESTIONS TO: CUSTOMER SERVICE 248/874/4636 MAIL INVOICE TO:GM FSS ABP P.O.BOX 63490, PHOE,AZ 850823490
Purchase Order: GMB07307 Type: Release Purchase Order Date: 01/15/09 Release Number: GMR88153 Purpose Code: Original Reference Number: GMB07307	(Blanket Order) Currency: 3 Shipment Method: 7 FOB:
PR: PR466388 PROJECT:. 914-09-6031 - CVP SITE HOS  Notes: TO: SEE SHIP TO INFORMATION. REQUESTER: BARBARA HOGAN, (31  RENAISSANCE CENTER. DETROIT, MI 48265-1000 MC: 482-A17-D96	CVP SITE HOSTING Q1**PR466388. 914-09-6031 / /. INVOICE RA HOGAN, (313) 665-8186. DELIVER TO: BARBARA HOGAN. 100 : 482-A17-D96
Sequence Part Number Quantity	Due Date Unit Price Reference
000021: SERV-20DC 1750 EA	01/31/09 SERV-20DC
Notes: SERVICE, DATA COLLECTION, TAX CODE: H TAX 000051: 1416-00PT 6 HR	PERCENT: 0.00%. WHO ORDERED: HOGAN (313) 665-8186 01/31/09 1416-00PT
Notes: PROF SERVICES. STUDY DIRECTOR. TAX CODE: H	TAX PERCENT: 0.00%. WHO ORDERED: HOGAN (313) 665-8186
000054: 1416-00PV 12 HR	01/31/09 1416-00PV
Notes: PROF SERVICES. DATA MANAGER. TAX CODE: H	TAX PERCENT: 0.00%. WHO ORDERED: HOGAN (313) 665-8186



PT. Synovate 17th floor, Menara Jamsostek Jl. Jend. Gatot Subroto no. 38 Jakarta 12790, Indonesia Phone (62-21) 2525 608 Fax (62-21) 2525 609 www.synovate.com



# **INVOICE**

GM Financial Shared Services Acquisition Business Process

c/o OLIMPIC RECEIPTING PO BOX 63490 Phoenix , AZ 85082-3490

Customer ID

G803

Invoice No

005723

Ref

090241JKT0RSH00

Invoice Date

May 13, 2009

P.O.No

GMS33715

Description	Amount	(USD)
Project: India J-V SUV Evaluation(Indonesia) - Main Supplier		
To Charge Venue Cost for Project India J-V SUV Evaluation(Indonesia) - Main Supplier * Project Number : L13-09-6104 * Line Item ID Number : PRYX5285 * GIC Number : 2008-388 Synovate Professional Fee: USD 84,710.00		
1 ST 31,32%	26	3,532.00
Total Payment		
Total payable WITHIN 30 days from the invoice date	26	6,532.00

All invoice are due for settlement within 90 days of invoice date unless otherwise specified and agreed in writing in advance. Invoice paid after expiry of the agreed period may be charged interest at 3.75% above Synovate's local bank base rate for each day outstanding.

Payments should be made directly to our Bank by Telegraphic Transfer (TT) at

Citibank N.A

Swift Code: CITIIDJX

Kyoei Prince Building, Jl. Jend. Sudirman Kav. 3-4, Jakarta 10220

Payable to : PT, SYNOVATE Account no : 800-5260608

Quoting message "Call 2525-608 Accounts Dept to advise remittance"

- Please quote our invoice number in your payment details
- Unless stated above our invoice amount is exclusive of all taxes.
- Please withhold 2% of the invoice amount exclusive of VAT

For and on behalf of PT. Synovate

Authorised Signature

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PT. Synovate 17th floor, Menara Jamsostek Jl. Jend. Gatot Subroto no. 38 Jakarta 12790, Indonesia Phone (62-21) 2525 608 Fax (62-21) 2525 609 www.synovate.com

# INVOICE

GM Financial Shared Services Acquisition Business Process

Research reinvented

synovate

c/o OLIMPIC RECEIPTING PO BOX 63490 Phoenix , AZ 85082-3490

Customer ID

G803

Invoice No

005735

Ref

090241JKT0RSH00

Invoice Date

May 18, 2009

P.O.No

GMS33715

z	
16	6,617.50
1	6,617.50

- All invoice are due for settlement within 90 days of invoice date unless otherwise specified and agreed in writing in advance. Invoice paid after expiry of the agreed period may be charged interest at 3.75% above Synovate's local bank base rate for each day outstanding.
- Payments should be made directly to our Bank by Telegraphic Transfer (TT) at

Citibank N.A

Swift Code: CITIIDJX

Kyoei Prince Building, Jl. Jend. Sudirman Kav. 3-4, Jakarta 10220

Payable to : PT. SYNOVATE Account no : 800-5260608

Quoting message "Call 2525-608 Accounts Dept to advise remittance"

- Please quote our invoice number in your payment details
- Unless stated above our invoice amount is exclusive of all taxes.
- \*\* Please withhold 2% of the invoice amount exclusive of VAT

For and on behalf of PT. Synovate

Authorised Signature

Research reinvented

PT. Synovate 17th floor, Menara Jamsostek Jl. Jend. Gatot Subroto no. 38 Jakarta 12790, Indonesia Phone (62-21) 2525 608 Fax (62-21) 2525 609 www.synovate.com



# **INVOICE**

GM Financial Shared Services Acquisition Business Process

c/o OLIMPIC RECEIPTING PO BOX 63490

Phoenix, AZ 85082-3490

Ref

Customer ID

G803

Invoice No

005742

090241JKT0RSH00

Invoice Date

May 25, 2009

P.O.No

GMS33715

Description	Amount	(USD)
Project: India J-V SUV Evaluation(Indonesia) - Main Supplier		
To Charge Consultation Fee for India J-V SUV Evaluation(Indonesia) - Main Supplier * Project Number : L13-09-6104 * Line Item ID Number : PRYX5285 * GIC Number : 2008-388 Synovate Professional Fee: USD 84,710.00		
Final  * We will give you 3% discount of your entire invoices if you settle the payment within two weeks upon receive the Invoice ( or before 15 June '09 ).	41	1,560.50
Total Payment		
Total payable WITHIN 30 days from the invoice date	4	1,560.50

- All invoice are due for settlement within 90 days of invoice date unless otherwise specified and agreed in writing in advance. Invoice paid after expiry of the agreed period may be charged interest at 3.75% above Synovate's local bank base rate for each day outstanding.
- Payments should be made directly to our Bank by Telegraphic Transfer (TT) at

Citibank N.A

Swift Code: CITIIDJX

Kyoei Prince Building, Jl. Jend. Sudirman Kav. 3-4, Jakarta 10220

Payable to : PT. SYNOVATE Account no : 800-5260608

Quoting message "Call 2525-608 Accounts Dept to advise remittance"

- Please quote our invoice number in your payment details
- Unless stated above our invoice amount is exclusive of all taxes.
- \*\* Please withhold 2% of the invoice amount exclusive of VAT

For and on behalf of PT. Synovate

Authorised Signature

Н	ipment.	Parcel			AGENT			UNIT OF E MEASURE	UNIT
PAGE	acking Slips iny each shi on Packing	its or insure	92-8436	Buyer	PURCHASING A	·		MULTIPLE	
PURCHASE ORDER: @MS33715	This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  (2) copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.	Do not Declare Valuation of Express Shipments or Insure Parcel Post.	PHONE: 586-49	Z2			WWW.GMSHIPPING.COM	BASE UNIT PRICE	1.0000
PURCHA ORDER:	This Number Must Appear On A Packages and Bills of Lading. (2) copies of your packing slip r Item Identification Number(s) m Invoices.	Do not Declare Value	ORDER DATE 04/16/09	ALTERATION ISSUE DATE	ALTERATION EFFECTIVE DATE	YI.	REFER TO WWW		
SHIP TO: FOR SHIPPING ADDRESS	100000 US INVOICE FOR SERVICE, MACHINERY E EDUIP ONLY.OUESTIONS TO:	USTOMER SERVICE 248/87	P.O.BOX 63490, PHOENIX		On the reverse state thereof are the terms and conditions to which State abrests by acceptance of this order.  This order, including the terms and conditions on the state and everted side breach contains the complete and final appreciation the lawest and the state that and conditions will be bloading upon the top order appreciation in any way modifying any of state terms and conditions will be bloading upon the Boyer unites state that the Boyer unites of the state that the state of the state and conditions.  If Covermment Contact Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.		FRIEGHT COLLECT	NOUN NAME DESCRIPTION RFQ DATE REQUIRED TAX CODE / %	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)  RECRUIT 200 RESPONDENTS AND FIELD A MFV RESEARCH GM KEY POINT: MIN-JIA J HU 586-859-9255  THE PAYMENT TERMS OTHERWISE SET FORTH HEREIN ARE MODIFIED AS FOLLOWS:  THE PAYMENT DATE SHALL BE NET 60, WITH DISBURSEMENTS OCCURRING ON A WEEKLY PAYMENT CYCLE. PAYMENT WILL BE TRIGGERED UPON BUYER'S RECEIPT OF (A) GOODS OR  (B) A VALID INVOICE.  (B) A VALID INVOICE.  CLINIC IN JAKARTA, INDONESIA MIN-JIA J HU 586-859-9255  DELIVER TO: N/A  WHO ORDERED: HU 586-859-9255  ADDITIONAL PROVISIONS FOR NON-TECHNICAL SERVICES  1. PROVISION OF SERVICES; STANDARD OF WORKMANSHIP SELLER AGREES TO PROVIDE SERVICES TO BUYER IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT AND THE STATEMENT OF REQUIREMENTS, WHICH HAS BEEN PROVIDED TO
General Motors Corporation AL MOTORS CORPORATION L. PURCHASING VAN DYKE	7-6053 US	3ER 72-886-6757	SOSTEK LT 17 JL GATO 38	JAKARTA SELATAN INDONESIA ID			60 DAYS	ITEM IDENTIFICATION NO	PRYX5285 001
GENERAL MOTORS CO GLOBAL PURCHASING	FAX 602-797-6053 WARREN MI 48090	VENDOR NUMBER PT SYNOVATE	MENARA JAMSOSTEK LT SUBROTO NO 38	JAKARTA SEI	12790 INDONESIA	TERMS	NET	QUANTITY E ORDERED	84710
			10:			PAYMENT	NET	SEQUENCE	00001

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

2. SHIPPING AND BILLING:

 SHIPPING AND BILLING:
 Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to the country of the control of the country o destination; (c) to oruse shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/lag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts orrect classification identification of the on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer, and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Mutiliateral Netting System (MMS-2), which records and the second day of the second day. provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and defail as Buyer may direct, of the absence of any ilens, encumbrances and claims on the goods or services under this contract.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times.

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer buyer that are in excess of quantities specified in Buyer's delivery schedules. Super may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS.

4. PREMIUM SHIPMENTS:
If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery

Associations mathod of transportation for the requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

Buyer reserves the right at any time to direct changes, or cause Seller to make suyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paracrasha 31.

# h Paragraph 31. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:
Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.
7. NONCONFORMING GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's first, Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after seller and sellers are sellers. snorier period as may be commercially reasonation under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use is unable to produce, set for deriver, or suyer is unable to accept cellivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the maticinated discussion of the delay shall be since by the affected nature the sable. court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its propose, shall take such actions as we processed to a forth sevents of the surprise. requestee by buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay latist more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9. MADPANTY.

Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty has the fit of the particular purposes the same provided by applicable law, except that if Buyer offers a longer warranty has not been provided by applicable law, except that if Buyer offers a longer warranty has not provided by applicable law. to its customers for goods installed on vehicles, such longer period shall apply.

10. INGREDIENTS DISCLOSURE, SPECIAL WARNINGS AND INSTRUCTIONS:

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients, and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a second containers. part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

# 11 INSOLVENCY

Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events. (a) insolvency of Seller; (b) filling of a voluntary petition in bankruptcy by Seller; (c) filling of any involuntary petition in bankruptcy by Seller; (c) filling of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional

### 12 TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL

Charace in Control.

Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of ouyer; (c) iails to make progress so as to entanger immey and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell or portion of its assets, or (ii) sells or exchange, or offers to sell or exchange, or causes to be sold or exchange. to be sold or exchanged, a sufficient amount of its stock that effects a change in the

### 13. TERMINATION FOR CONVENIENCE:

13. IERMIAN ION FOR CONVENIENCE:
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs Seller in turnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or materials. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in every set these expenses. amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable Payments goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, make payments 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 cental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relation to any termination claim of Sellor. naterial, inventories and other items relating to any termination claim of Seller 14. INTELLECTUAL PROPERTY:

14. INTELLECTION. PROPERTY:

(a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services. Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered 'works made for hire'. To the extent that the works do not qualify as 'works made for hire.' Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

# 15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract. 16. INDEMINIFICATION:

16. INDEMNIFICATION: If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.
7. INSUBANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will insurance policies within 10 days of Buyer's written order from the insurance of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

# 18. SELLER'S PROPERTY

18. SELLER'S PROPERTY:
Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ('Seller's Property') necessary for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

# others. 19. BUYER'S PROPERTY:

19. BUYER'S PROPERTY:
All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Selier to perform this contract, or for which Selier has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Selier on a baliment basis ('Buyer's Property'). Selier shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Selier, at its expense, shall not be used by Selier for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Selier as the comparty of Buyer's shall on the committed with the property of Selier or with bat of a property of Buyer; shall not be commingled with the property of Seller or with that of a property of Buyer; shall not be commingled with the property of Seller or with that of a third person, and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed

# such property or otherwise. SERVICE AND REPLACEMENT PARTS:

28. SERVICE AND REPLACEMENT PARTS:
Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the price(s) sel forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases. Seller will sell goods to Buyer to fulfil Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service liferature and other materials available at no additional Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

### 21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without imiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses noncontorming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.
22. CUSTOMS; EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfil its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this coefficial is which among the seller unless otherwise indicated. in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

23. SETOFFIRECOUPMENT:
In addition to any right of seloff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries.

to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries

### 24 NO ADVERTISING

24. NO ADVENTISMO:
Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials

### 25. COMPLIANCE WITH LAWS: EMPLOYMENT/BUSINESS PRACTICES:

25. COMPLIANCE WITH LAWS; EMPLOYMENTIBUSINESS PRACTICES:
Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(tes) of destination or that relate to the manufacture, labelling, transportation, inenaing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it not any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

26. NO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provisior of this contract constitute a waiver of any succeeding breach of the same or any other provision. 27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written 28 RELATIONSHIP OF PARTIES

24. RELATIONSHIP OF PARTIES:
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. 29. GOVERNING LAW; JURISDICTION:

29. GOVERNING LAW; JURISDICTION: This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Buyer's location, in the court(s) having jurisdiction over Buyer's location, in the court (s) having jurisdiction over Buyer's location, in which event Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or operations by Sales against Buyer way here. applicable procedures. Any actions or proceedings by Seller against Buyer me brought by Seller only in the court(s) having jurisdiction over the location of I from which this contract is issued.

# 30. SEVERABILITY

30. SEVERABILITY: If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

31. En INE AUREMENT: This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

PURCHASE PAGE 2 ORDER: GMS33715	This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  (2) copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.  Invoice Attn: Accounts Payable Invoice Attn: Accounts Payable Poot Declare Valuation of Express Shipments or Insure Parcel Post.	ORDER DATE  04/16/09  J. NAIR  Buyer  ALTERATION EFFECTIVE  DHONE: 586-492-8436  J. NAIR  Buyer  PURCHASING AGENT	P VIA ER TO WWW.GMSHIPPING.COM	
SHIP TO:	ERY 636	MAIL INVOICE TO:GM FSS ABP  P.O.BOX 63490, PHOENIX AZ  85082-3490  This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to 8 types.  On the reverse side therefor as the terms and conditions to mits face and everse side revers. Contains the complete and conditions on the face and everse side revers conditions the complete and final agreement the tracks of the series of selections on the face and everse side revers conditions the complete and final way to be binding upon the Byper unless in make in writing and signed by Byper's authorises representative.  Will be binding upon the Byper unless in make in writing and signed by Byper's authorises representative.  A the binding upon the Byper unless in make in writing and signed by Byper's authorises representative.	F.O.B DESTINATION UNLESS OTHERWISE INDICATED SHIP V RRIEGHT COLLECT	NOUN NAME  SELLER AND IS INCORPORATED INTO THIS CONTRACT BY REFERENCE ("SERVICES"). SERVICES WILL BE PERFORMED BY COMPETENT PERSONNEL, AND WILL BE OF PROFESSIONAL OUTLITY, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS FOR THE PERFORMANCE OF SUCH SERVICES. SELLER WILL ENSURE THAT IT HAS ALL NECESSARY RESOURCES TO PROVIDE THE SERVICES, INCLUDING, WITHOUT LIMITATION, PROPERLY TRAINED AND LICENSED PERSONNEL, MACHINERY, EQUIPMENT AND MATERIALS.  2. PAYMENT FOR SERVICES; EXPENSES SELLER WILL BE PAID AS SET FORTH IN THIS CONTRACT, BUT SUCH PAYMENTS MAX NOT EXCEED THE PRICE ESTIMATE STATED IN THIS CONTRACT WITHOUT BUYER'S WRITTEN ACCORDANCE WITH BUYER WILL ALSO REIMBURSE ANY REASONABLE AND NECESSARY OUT-OF-POCKET TRAVEL COSTS IN ACCORDANCE WITH BUYER'S TRAVEL GUIDELINES (A COPY OF WHICH HAS BEEN RECEIVED BY SELLER), AS WELL AS THE COST OF ANY APPROVED SUBCONTRACTED SERVICES. ALL SUCH COSTS MUST BE PREVIOUSLY APPROVED BY BUYER IN WRITING AND WILL BE BILLED WITHOUT MARK-UP.  PRICES SHOWN IN THIS CONTRACT ARE EXCLUSIVE OF VALUE ADDED TAX (VAT). WHEN VAT IS CHARGED BY SELLER, SELLER MUST PROVIDE AN ORICHMAL INVOICE ISSUED TO THE BUYER, ITEMIZING VAT AS A SEPARATE LINE ITEM.
GENERAL MOTORS CORPORATION GLOBAL PURCHASING	FAX 602-797-6053 WARREN MI 48090 UE VENDOR NUMBER 72-886-6757	TO: MENARA JAMSOSTEK LT 17 JL GATO SUBROTO NO 38 JAKARTA SELATAN INDONESIA ID 12790 INDONESIA	PAYMENT TERMS  NET NET 60 DAYS	QUANTITY ORDERED

1. ACCEPTANCE: Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

SHIPPING AND BILLING

2. SINFPINO AND BILLING: Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked threenen; (e) to properly mark each package with a label/tiga according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Selier will include no bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods surchased. Seller further agrees; (a) to accept anyment hased identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MMS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pendin receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:

It Seller's acts or omissions result in Seller's failure for each such such pages.

Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense. 5. CHANGES

Super reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price of time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 3.1 ith Paragraph 31.
SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION: Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.
7. MONCONFORMING GOODS:
Seller acknowledges that Buyer will not perform incomplete acceptance of all the processing incomplete and the processing inc

Seller acknowledges that Buyer will not perform incoming inspections of the goods Seller acknowledges that buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's first Seller's failts to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after solling and second form the child Ruser. notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility

# 8. FORCE MAJEURE:

8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order, provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible affer the event or occurrence (but in no event more than 10 party as soon as possible after the event or occurrence (but in no event more than 10 party as soon as possible after the event or occurrence court in to event mote than 10 days thereafter. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its requested by buyer, and at the price set forth in this contract. In addition, Seiler at septems shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s) if requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay latist more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9 MAPSANTY

Seller warrants/guarantees that the goods covered by this contract will conform to the Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fill and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall applicable. 10 INGREDIENTS DISCLOSURE: SPECIAL WARNINGS AND INSTRUCTIONS:

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promply furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients, and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers. Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or consent damage in the handling transportation processed. property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer

Buyer may immediately terminate this contract without liability to Seller in any of the Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nutilified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing including but not limited to all attences. any of the foregoing, including, but not limited to, all attorney's or other professional

12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL:

CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger limely and proper completion of services or delivery of goods, and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer and terminate the certain such cases and the services and the services and the services are services and the services are services. circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

### 13. TERMINATION FOR CONVENIENCE:

13. IERMINATION FOR CONVENIENCE:
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the condex or services under this contract. Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally are reasonater in amount and are properly anticolate or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered month that are in Seller's standard stork or that are acadity marketable. Developed goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments 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, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and goods that are in Seller's standard stock or that are readily marketable

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and Seller agrees: (a) to detend, note harmiess and undernity Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade sceret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services: Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization, and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire;" to the extent that the works do not qualify as "works made for hire." Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein. rights therein

# 15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the go

obsciose to obyer in connection with the goods of services covered by this contract.

If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

71. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or labilities under this contract.

18. SELLER'S PROPERTY:

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ('Seller's Property') necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the most support of the production of the possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

# 19. BUYER'S PROPERTY

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property") Seller shall beart the risk of loss of and damage to Buyer's Property Suyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personally; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person, and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or open the request of outer, buyer's Property shall be immediately release to buyer of delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such properly, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such properly to such location. When permitted by law, Seller waives any lien or other

rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise. 20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods replacement parts requirements at the price(s) sel forth in this contract. If the goods are systems or module, selfer will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service not sales activities. charge to support Buyer's service part sales activities.

### 21. REMEDIES:

21. REMEDIES: The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or properly damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall export creams or the forum of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in the case of the seller shall be seller unless of the seller unless of the service of the seller unless otherwise indicated the case of the seller shall be seller to seller unless otherwise indicated the seller shall be seller to the seller to the seller to the seller unless otherwise indicated the seller to the seller in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

### 23 SETOFF/RECOUPMENT

23. SciOFT/RECUDIEMENT:
In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries

### 24. NO ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner Seller's shall not, without it is obtaining the written consent or buyer, in any nadvertise or publish the fact that Seller has contracted to furnish Buyer that Seller's advertise or trade names of Bi Seller's advertising or promotional materials.

25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(les) of destination or that relate to the manufacture, labelling, transportation country(res) of destination or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Selfer further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. All Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

28. MO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall no way affect the right to senuire such performance.

provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or provision. 27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law. Seller may not assign delegate its rights or obligations under this contract without Buyer's prior written. 28. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in this contract shall

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNBO LAW; JURISDOITON:
This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goeds and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller's of Jurisdiction over buyer's location, in the court(s) having jurisdiction over Buyer's consents to jurisdiction and service of process in accordance with which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued 30 SEVERABILITY

30. SEVERABILITY: If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

31. ENTIRE AGREEMENT: This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

4

1. ACCEPTANCE:
Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

2. SHIPPING AND BILLING:

2. SHIPTIMO AND UILLING:
Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/lag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when conjugate shall be sufficient to papels Buyer to easily The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds stransfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of another or date of services and if all of Suyer's other forestings Buyer's date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

### DELIVERY SCHEDULES:

3. DELIVERY SCHEDULES:
Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer shall not sexess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer. Seller shall ship the goods as expeditiously as possible at Seller's sole expense 5. CHANGES

5. CHANGES:
Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance

### SUPPLIER QUALITY AND DEVELOPMENT: INSPECTION

agrees to participate in Buyer's supplier quality and development program(s) comply with all quality requirements and procedures specified by Buyer, as and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. 7. NONCONFORMING GOODS: Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent

and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility latent defects

# 8 FORCE MAJEURE

Any delay of Tailure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as one and as a possible affect the number of coverages (which is a pure) ment has 60. party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its oplion, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price sel forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

# WARRANTY

3. WARKAN IT: Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and addition. Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be flid and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

19. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:
It requested by Buyer. Seller shall committe for invenish to River in such form and detail as

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients, Prior to and with the shipment of the goods; Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers. Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or grouperly damage in the handling. Internation, processing user of disposal of the property damage in the handling. Internation of processing the property damage in the handling. Internation of processing the property damage in the handling. Internation of processing the property damage in the handling. Internation of the processor of the property damage in the handling. Internation of the property damage. property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

11. INSOLVENCY

Buyer may immediately terminate this contract without liability to Seller in any of the buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; of (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reinburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

### 12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL:

CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make projects so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon piving at least 50 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchange, or offers to sell or exchange, or causes to be sold or exchange, a sufficient amount of its stock that effects a change in the control of Seller.

13. IERMIMATION FOR CONVENIENCE:
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are consomitable in amount and versponery. Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportinable under generally accepted accounting principles to the terminated portion of this contract, less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard slock or that are readily marketable. Payments made under this Paragrach shall not exceed the appreciate rice payable by fluver for nade under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments 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, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller. made under this Paragraph shall not exceed the aggregate price payable by Buyer for

14. INTELLECTUAL PROPERTY:
Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorneys and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services;
Seller expressly waives any claim against Buyer that such infringement arose out of compositions with Brow's reservices; compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered works made for hire; to the extent that the works do not qualify as "works made for hire;" Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral child the contractions of the contraction of the contractio

# rights therein. 15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the go

10. INDEMNITICATION: If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including data) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate amounts set forth in the Special Terms, Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or ilabilities under this contract.

18. SELLER'S PROPERTY:
Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, iids.

good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary dies, gauges, lixtures, molds, patterns and other items ('Seller's Property') necessary to for the production of the goods. The cost of changes to Seller's Property messars to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the possession of an action of the possession goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

# BUYER'S PROPERTY:

others.

19. BUYER'S PROPERTY:
All supplies, materials, tools, jigs, dies, gauges, fixtures, moids, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property Seller's property shall at all times be properly housed and maintained by Seller all its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with thal of a third person, and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other

rights that Seller might otherwise have on any of Buyer's Property for work performed

on such property or otherwise.
20. SERVICE AND REPLACEMENT PARTS:

20. SERVICE AND REPLACEMENT PARTS:
Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the price(s) sel forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfil Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities. charge to support Buyer's service part sales activities.

### 21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with The rights and remedies reserved to Buyer in this contract shall be cumulative with and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming ordering by buyer (a) in inspecting, sepring, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods. If expecting the production of the processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS: EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the retund of duties, taxes or fees, shall belong to Buyer. Seller shall exput credus of une retund of culters, taxes of rees, shall belong to suyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to utilifit its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake under harmonements. undertake such arrangements as necessary for the goods to be covered by any duly deferral or free trade zone program(s) of the country of import.

### 23 SETOFFIRECOUPMENT

23. Sci Off induction any right of setoff or recoupment provided by law, all amounts due to Beller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

### 24. NO ADVERTISING:

24. NO ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.
25. COMPLIANCE WITH LAWS; EMPLOYMENTIBUSINESS PRACTICES:

25. COMPLIANCE WITH LAWS; EMPLOYMENTIBUSINESS PRACTICES: Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and discrimination, occupational health/safety and motor vehicle safety. Selfer further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner any other form of forced or involvators, they or any other in abusiness members of any other forms of forced or involvators. represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

26. NO IMPLED WAIVER:

The fallure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance.

provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision. 27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written

# 28. RELATIONSHIP OF PARTIES:

25. RELATIONSHIP OF PARTIES:
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JURISDICTION:

29. GOVERNING LAW; JURISDICTION: This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer gashast Seller may be brought by Buyer in any count(s) having jurisdiction over Seller or, at Buyer's option, in the count(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued. 30. SEVERABILITY:

30. SEVERABILITY: If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

PURCHASE PAGE 4 ORDER: GMS33715	This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  (2) copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.  Invoice Attn: Accounts Payable Invoice Attn: Accounts Payable Poor to Declare Valuation of Express Shipments or Insure Parcel Post.	116/09 DHONE: 586-492-8436 7. NAIR Z Buyer	ALTERATION EFFECTIVE DATE PURCHASING AGENT	A TO WWW.GMSHIPPING.COM	BASE UNIT PRICE MULTIPLE MEASURE	
SEE BODY OF PURCHASE ORDER SHIPTO:	ERY 636	P.O.BOX 63490, PHOENIX AZ  85082-3490  The order is not binding until acceptach. Acceptance should be executed on acknowledgment copy which should be ALTER ALTER	On the reverse slide beared are the terms and conditions to which Selfer agrees by acceptance of this order.  This roote is had better that the terms and conditions on the face and reverse side betreed, contains the complete and final agreement between the terms and conditions.  ALTERATION All to finding upon the Buyer unless rande in writing and signed by Buyer's authorized representative.  If Government Contract Number is Shown Hereon, additional Terms and Conditions  Attached Hereto Apply.	REFER	SELLER OR ANY SUBCONTRACTOR OF SELLER ARE CONTAINED IN THE DELIVERABLES, SELLER GRANTS TO BUYER AN IRREVOCABLE, WORLDWIDE, ROYALTY-FREE LICENSE TO SUCH PREEXISTING MATERIALS. TO THE EXTENT THAT SELLER UTILIZES ANY OF ITS OR A SUBCONTRACTOR'S PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY HARDWARE OR SOFTWARE OF SELLER OR A SUBCONTRACTOR OR ANY PROPRIETARY OR CONFIDENTIAL INFORMATION OF SELLER OR SUBCONTRACTOR OR ANY TRADE SECRETS OF SELLER OR SUBCONTRACTOR IN PERFORMING SERVICES UNDER THIS CONTRACT, SUCH PROPERTY REMAINS THE PROPERTY OF SELLER OR SUBCONTRACTOR AND, EXCEPT FOR THE LICENSE GRANTED TO BUYER IN THE PRECEDING SETWENCE, BUYER WILL ACQUIRE NO INTEREST OR RIGHT IN SUCH PROPERTY.  SELLER REPRESENTS AND WARRANTS THAT IT HAS ALL NECESSARY RIGHTS TO GRANT BUYER THE RIGHTS TO THE DELIVERABLES AS SET FORTH ABOVE, WITHOUT VIOLATING OR INFRINGING UPON ANY THIRD PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. THE SELLER WILL OBSTAIN ALL NECESSARY EMPLOYEE OR THIRD-PARTY WITHOUT LIMITATION, ANY MORAL RIGHTS.  SELLER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY BUYER, ITS SUCCESSORS AND CUSTOMERS AGAINST ANY	
GENERAL MOTORS CORPORATION GLOBAL PURCHASING	FAK 602-797-6053 WARREN MI 48090 UENDOR NUMBER 72-886-6757	TO: MENARA JAMSOSTEK LT 17 JL GATO SUBROTO NO 38 JAKARTA SELATAN INDONESIA ID	12790 INDONESIA	PAYMENT TERMS  NET NET 60 DAYS	QUANTITY ORDERED ORDERED	

1. ACCEPTANCE: Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

### SHIPPING AND BILLING

 Shifty and Bill, IMB:
 Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; e) to properly mark each package with a label/lag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment based to the property of the property upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer, and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Nettling System (MMS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment of the second seller of the date of goods or date of services, and, for all of Buyer's other locations. Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

### DELIVERY SCHEDULES

3. DELIVERY SCHEDULES:
Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer shall not sexess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of acheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified. Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:
If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the

requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense

5. CHANGES:
Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31.

### 6. SUPPLIER QUALITY AND DEVELOPMENT: INSPECTION

agrees to participate in Buyer's supplier quality and development program(s) comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter system Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. NONCONFORMING GOODS:

Seller acknowledges that Buser will be a feet or seller acknowledges that Buser will be a

Seller acknowledges that Buyer will not perform incoming inspections of the goods, seller acknowledges that buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's failst be Seller's failst to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after sollers of the period of the period of the seller's failst contract of the s notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility

### 8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence. beyond me reasonable control or the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires. floods, windstorms, explosions, riots, natural disasters, wasts, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as an onesible affect the neutral or coverage for the reasonable. party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller Buyer, all is option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price sel forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by distribution or resulting from the expiration of select's about contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

Seller warrants/guarantees that the goods covered by this contract will conform to the Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Guyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fill and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall applicable to tis customers for goods installed on vehicles, such longer period shall applicable 10 NGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients. Prior to and with the shipment of the goods; Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers. Buyer, and their respective employees of how to exercise that measure of care and precaulton that will best prevent bodily injury or grouperly damage in the handling transportation processing user of direction. property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer

# 11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; of (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

### 12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL:

CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) falls to perform services or deliver goods as specified by Buyer; (c) falls to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

# 13. TERMINATION FOR CONVENIENCE:

13. IERMINATION FOR CONVENIENCE:
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any cason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw malerials incurred by Seller in furnishing the goods or services under this contract to the extent such costs. are reasonable in amount and are properly allocable or apportionable under generally are reasonative in amount and are properly allocasis or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases no for any undelivered goods that are in Seller's standard slock or that are readily marketable. Payments made under this payments have been considered to the source of the source for the superior of the source for the source of the source for the source of the source for the source goods that are in Seller's standard slock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractor, 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, or generial and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its accents, facilities, work, material, inventories and other items relating to any termination claim of Seller.

4. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and

14. INTELLECTUAL PROPERTY: Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Selter has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's Depticitation, (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein

# 15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

13. IECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract 15. INDEMMIFICATION:

If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and better response). other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person anising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

# INSURANCE

17. INSURANCE:
Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or inabilities under this contract.

18. SELLER'S PROPERTY:

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ('Seller's Property') necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the moods upon agreed to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

# BUYER'S PROPERTY

13. OUTER'S PROPERTY:
All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment
and other items furnished by Buyer, either directly or indirectly, to Seller to perform
this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property") the property of Buyer and held by Seller on a bailment basis ("Buyer's Property, Buyer's Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person, and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or deligrated for Buyer by Seller safe, buyer or between the property shall be immediately released to Buyer or deligrated for Buyer by Seller safe, buyer or between the property of the property shall be immediately released to Buyer or deligrated for Buyer or the property shall be immediately released to Buyer or the property shall be immediately released to Buyer or the property shall be immediately released to Buyer or the property shall be immediately released to Buyer or the property shall be immediately released to Buyer or the property shall be property and the property of the property shall be immediately released to Buyer or the property shall be property and the property of the property shall be property and the property shall be property and the property of the property shall be property and the property of the property shall be property and the property of the property shall be property and the property shall be property shall be property and the property shall be property and the Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other

rights that Seller might otherwise have on any of Buyer's Property for work performed

# on such property or otherwise. 20. SERVICE AND REPLACEMENT PARTS:

28. SERVICE AND REPLACEMENT PARTS:

29. SERVICE AND REPLACEMENT PARTS:

19. The property of the property of the following the property of the following the property of the following the property of the prop

### 21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, Including, but not limited to, costs, expense and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS: EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall export credits of the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfil its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall indicated to transparent. undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

### 23 SETOFF/RECOUPMENT

23. SciOFFIRECODYMENT; In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

### 24. NO ADVERTISING:

24. NO ADVERTISING:
Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:
Seller, and any goods or services supplied by Seller; shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(tes) of destination or that relate to the manufacture, labelling, transportation, incensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involvutary alloy, or engage in abusive employment or represents that nettien it not any of its supcontractors will utilize chinc, stave, prisoner or any other form of forced or involutary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. All Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

25. NO IMPLED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same of

# NON-ASSIGNMENT

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written 28. RELATIONSHIP OF PARTIES:

28. RELATIONSHIP OF PARTIES:
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JURISDICTION:
This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued

# 30 SEVERABILITY

39. SCYCKABLITI:
If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

31. ENTIRE AGREEMENT: This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

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PURCHASE ORDER: GMS33715	This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  (2) copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.  Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel Post.	PHONE: 586-492	77	WWW.GMSHIPPING.COM	BASE UNIT PRICE	
PURCHA!	This Number Must Appear On Packages and Bills of Lading. (2) copies of your packing slip. Item Identification Number(s). Invoices. Invoice Attn: Accounts Payabl Do not Declare Valuation of E. Post.	ORDER DATE 04/16/09	ALTERATION ISSUE DATE ALTERATION EFFECTIVE DATE	SHIP VIA REFER TO WWW		
SHIP TO:	INVOICETO: & EQUIP ONLY.QUESTIONS TO:  CUSTOMER SERVICE 248/874/4636	_	This date is not binding until accented. Acceptance should be executed to acknowledgment copy which should be- returned to Buyer.  On the reveals acknowled the properties of	FRIEGHT COLLECT	NOUN NAME DESCRIPTION NUMBER DATE REQUIRED TAX CODE / %	CLAIMS OF INFRINGEMENT (INCLUDING PATENT, TRADEMARK, COPYRIGHT, INDUSTRIAL DESIGN RIGHT, OR OTHER PROPRIETARY RIGHT, OR MISUSE OR MISAPPROPRIATION OF TRADE SECRET) AND RESULTING DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S AND OTHER PROFESSIONAL FEES) ARISING IN ANY WAY IN RELATION TO THE SERVICES OR THE DELIVERABLES. SELLER EXPRESSLY WAIVES ANY CLAIM AGAINST BUYER THAT SUCH INFRINGEMENT AROSE OUT OF COMPLIANCE WITH BUYER'S SPECIFICATION.  4. CONFIDENTIALITY  FOR PURPOSE OF THIS SECTION 4, BUYER'S INFORMATION MEANS ALL INFORMATION (ORAL OR WRITTEN) AND DOCUMENTS (IN ANY MEDIUM) THAT HAVE BEEN FURNISHED TO SELLER BY BUYER, OR HAS BEEN DEVELOPED BY SELLER IN CONNECTION "PERSONALLY IDENTIFIABLE DATA," AS DEFINED IN SECTION "PERSONALLY IDENTIFIABLE DATA," AS DEFINED IN SECTION ONLY WITH THE UNDERSTANDING THAT SELLER WILL MAINTAIN ITS CONFIDENTIALITY. SELLER ACKNOWLEDGES THAT BUYER'S INFORMATION IS BEING DISCLOSED TO SELLER FOR THE SOLE PURPOSE OF PERMITTING SELLER TO PERFORM THE SELLER AGREES THAT IT WILL NOT USE BUYER'S INFORMATION FOR ANY OTHER PURPOSE. IN ADDITION, SELLER AGREES THAT IT WILL NOT DISCLOSE, DISSEMINATE OR OTHERWISE MAKE AVAILABLE BUYER'S INFORMATION TO
GENERAL MOTORS CORPORATION GLOBAL PURCHASING	FAX 602-797-6053 WARREN MI 48090 UENDOR NUMBER 72-886-6757 PT SYNOVATE	OSTEK LT 17 JL 38	JAKAKTA SELATAN INDONESIA ID 12790 INDONESIA	PAYMENT TERMS  NET NET 60 DAYS	SEQUENCE QUANTITY ITEM IDENTIFICATION NO.	

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

### 2. SHIPPING AND BILLING:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon, (e) to properly mark each package with a label/lag according to Buyer's instructions; (f) to promptly foreward the original bill of fading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested, by Buyers and (b) to accept payment based to required by Buyers and (b) to accept payment based to required by Buyers and (b) to accept payment based to require the particular first transfer. The upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer, and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MMS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities. Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer areceipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liers, encountrances and claims on the goods or services under this contract. any liens, encumbrances and claims on the goods or services under this contract.

### 3. DELIVERY SCHEDULES:

3. DELIVERY SCHEDULES: Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.
4. PREMIUM SHIPMENTS:
[Sallet's Act of the contract of the price for the price of the

4. PREMION SHIPMENTS: If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense

5. CHANGES a. CHANGES:
Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance

### SUPPLIER QUALITY AND DEVELOPMENT INSPECTION

6. SUPPLIER QUALITY AND DEVELOPMENT, INSPECTION: Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.
7. NONCONFORMING GOODS:
7. NONCONFORMING GOODS:
Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will

and warves any rights to require buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to discuss of the north without liabilities Seller. Seller for storage and handling or to dispose of the goods without liability to Seller. Payment fo nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility latent defects

# 8 FORCE MAJEURE

 Force majecies:
 Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as sona as possible affect the event or coverings of this in an event work than 10 party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods and services from other sources and reduce Buyer, at its option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s) if requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lats more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

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# WARRANTY

9. WARRANTY:
Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.
10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:
I requested by Buyer, Seller shall prombity furnish to Buyer in such form and detail as

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients, Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be excessary to advise carriers. Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or groperty damage in the handling. Instruction user of circumstant of the content of the property damage in the handling. Instruction grossessing user of disposal of the property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

Buyer may immediately terminate this contract without liability to Seller in any of the buyer may immediately terminate this contract without liability to seller in any of the following of any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

### 12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL:

CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of line if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

### TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or materials. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be libel for and shall not be required to make payments 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, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audid and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

14. INTELLECTUAL PROPERTY:
Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services. Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's Despiciation; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller. (c) that parts manufactured hazed no Buyer's without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works; the works shall be considered "works made for hire," to the extent that the works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral challenges.

# its therein. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the go

10. INDEMNIFICATION: If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including data) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate section in the operate terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or inabilities under this contract.

18. SELLER'S PROPERTY:

16. SELLER'S PROPERTY: Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary dies, gauges, lixtures, motos, patterns and other items ('Seller's Property') necessary to for the production of the goods. The cost of changes to Seller's Property with make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

stock of Seller or if a substantial quantity of like goods are being soid by seller to others.

19. BUYER'S PROPERTY:
All supplies, malerials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all limes be property housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, suger's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (iii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other

rights that Seller might otherwise have on any of Buyer's Property for work performed

# on such property or otherwise. 20. SERVICE AND REPLACEMENT PARTS:

28. SERVICE AND REPLACEMENT PARTS:
Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the prince(s) self forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfil Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service interature and other materials available at no additional charge to support Buyer's service part sales activities.

### 21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming incurred by Buyer (a) in Inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS; EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall recovide all information poecasary (including written developed to exclude the extension

exput returns or unexpensive states of test, saves of test, saves of test, save so the provide all information necessary (including written documentation and selectronic transaction records) to permit Buyer to receive such benefits or credits, as well as to triffill its customs related obligations, origin marking or labelling requirements and local content origin requirements. If any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake under harmonements. undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

### 23. SETOFF/RECOUPMENT

23. Sci Orr INCLOUMENT:
In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

### 24. NO ADVERTISING:

24. NO ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.
25. COMPLIANCE WITH LAWS; EMPLOYMENTIBUSINESS PRACTICES:

25. COMPLIANCE WITH LAWS; EMPLOYMENTIBUSINESS PRACTICES: Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(tes) of destination or that relate to the manufacture, labelling, transportation, inensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave; prisoner cany other form of forced or involvators, allowed or any other forms of forced or involvators, allowed, or pracage in physics employment or any other forms of forced or involvators, allowed, or pracage in physics employment or any other forms of forced or involvators, allowed, or pracage in physics employment or any other forms of forced or involvators, allowed, or pracage in physics employment or any other forms of forced or involvators, allowed. or any other form of forced or involuntary labor, or engage in abusive employment or or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. All Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

26. NO IMPLED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this recruter, their in one way the service with enforcements.

provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision. 27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written 28. RELATIONSHIP OF PARTIES:

28. RELATIONSHIP OF PARTIES:
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JURISDICTION:
This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only the Survey of the country is sueed. from which this contract is issued.

# 30. SEVERABILITY

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, in any remitty or this contract is invarion of the minor cause under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

ORIGINAL

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

### 2. SHIPPING AND BILLING:

2. SHIPPING AND BILLING:
Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to oruse shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract. (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a labeltage according to Buyer's instructions. (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include the public of claring or other shipping receipts. receipt for each shipment in accordance with Buyer's instructions. Seller will include no bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed invoice, unless an invoice is required. upon ouyer's Evaluated Receipt Recordiser Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Illem Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services, Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract

### 3. DELIVERY SCHEDULES:

3. DELIVERY SCHEDULES: Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified. Seller shall deliver goods in such modified. ich quantities and times as Buyer may direct in subsequent releases PREMIUM SHIPMENTS:

4. Pre-MIDM SHIPMENTS: If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.
5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance

### 6. SUPPLIER QUALITY AND DEVELOPMENT: INSPECTION

with rangingh 31.

Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements OS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. MONCONFORMING GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for nonconforming goods with quantities and entitle nonconforming goods shall not constitute an acceptance of them, limit or impair nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

# 8. FORCE MAJEURE:

8. FORCE MAJEURE:
Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riols, natural disasters, wars, sabetage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order, provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, buyer, at its option, may purchase goods and services from other sources and reduce Buyer, at its option, may purchase goods and services from other sources and reduce buyer, at its opion, may purchase goods and services from other sources and reducts its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price self forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer Seller's shall within 10 days records defaults. Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability

### WARRANTY

3. WARKANI!: Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected

warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall appearanty.

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warring and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be encessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer

# 11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the ouyer may immediately reminister this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reinburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional feet.

### 12. TERMINATION FOR BREACH OR NONPERFORMANCE; SALE OF ASSETS OR CHANGE IN CONTROL

Buyer reserves the right to terminate all or any part of this contract, without liability to Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller. (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanget imitely and proper completion of services or delivery of goods, and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition Buyer may terminate but senterces are also desired to the senterces are senterces and the senterces are senterces. breach. In addition, Buyer may terminate this contract upon giving at least 80 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchange, or offers to sell or exchange, or causes to be sold or exchange, a sufficient amount of its stock that effects a change in the

### TERMINATION FOR CONVENIENCE:

13. TERMINATION FOR CONVENIENCE:
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its oplion, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for, and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract, less, however, the sum of the reasonable value cost (which were, in brinche) of seasons. accepted accounting principles to the terminated portion of this contract, less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or materials. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished nonthing a gentlem. But would be needed to referred the Sellerante. finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to provided in this Parlagraph, Buyer shall not be liable for and shall not be required to make payments to Seller, discretty 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, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with

termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller. 14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted including such claims where Seller has provided only part of the goods or services. Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's Superification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller, (c) that parts manufactured based on Buyer's rigin to repair, reconstruct, or redulid the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works ande for hire;" to the extent that the works do not qualify as "works made for hire;" Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein

# ts therein. Technical information disclosed to buyer:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract. 16. INDEMNIFICATION:

To subsequent the property of Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

# INSURANCE

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all snowing compliance with these insurance requirements or certified copies of all insurance policies within 1 odays of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18. SELLER'S PROPERTY.

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in and condition and contacts when received all respirators assurances have been

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously oald to Seller for the cost of such terms provided, however, that this pation previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

# 19. BUYER'S PROPERTY

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a baliment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract, shall be deemed to be personally; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingted with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such properly and Seller's records with respect thereto. Donot the required of Selver Seller's premised the seller's premised that the seller's premise at all reasonable times to inspect such properly and Seller's records with respect thereto. Jeasonauer times to inspect such property and settles 's ecords' with respect theteto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed

# on such property or otherwise. 20. SERVICE AND REPLACEMENT PARTS:

28. SERVICE AND REPLACEMENT PARTS:
Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the prince(s) self forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases. Seller will sell goods to Buyer to fulfil Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service interature and other materials available at no additional charge to support Buyer's service part sales activities.

### 21. REMEDIES

The rights and remedies reserved to Buyer in this contract shall be cumulative with The rights and remedies reserved to Buyer in this contract shall be cumulative with and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods. If expenses the contract of the property of the contract of the processing of warranty chargebacks for nonconforming goods.

Gredits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall export credits of the retund of quites, taxes of rees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to utilifit its customs related obligations, origin marking or labelling requirements and local content origin requirements. If any Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake, with arrangements. undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

### 23. SETOFF/RECOUPMENT

2.1. SETOPFIRECOUPMENT:
In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

### 24. NO ADVERTISING:

24. NO ADVERTISING:
Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any lindemarks or trade names of Buyer in Seller's advertising or promotional materials.
25. COMPLIANCE WITH LAWS; EMPLOYMENTBUSINESS PRACTICES:
Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the

isaws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Selfer further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or or any other form of force of involuntary labor, or engage in abusive employment of corrupt business practices, in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

26. NO IMPLED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract which no ways the source was the party of any provision of this contract which no ways.

provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or provision. 27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written consent. 28. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in this contract shall sener and buyer are impopement contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW, JURISDICTION:

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the living Mations Convention on

states/province, it applicable; from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in the court (s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with annicable procedures. Any actions or proceedings by Sales against Buyer way to applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued

# 30. SEVERABILITY

19. SCECEMBELT!
If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreemen between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

PURCHASE PAGE 7 ORDER: GMS33715	This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  (2) copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.  Invoice Attn: Accounts Payable Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel Post.	DATE PHONE: 586-492-8436  1. NAIR  Z Buyer  Buyer	FFECTIVE PURCHASING AGENT	WWW.GMSHIPPING.COM	BASE UNIT PRICE MULTIPLE MEASURE	
SHIP TO:  FOR SHIPPING ADDRESS  OR	ERY 636	O4/16/0	On the eveste side hereof are the terms and conditions to which Salki agrees by acceptance of this order.  This order including the terms and conditions on the Sace and everts either hereof, conditions the complete and select and s	SHIP VIA REFER TO		SECTION 4.  SECTION 4.  HARMLESS FROM ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, DEMANDS AND EXPENSES (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES), ARISING OUT OF THE DISCLOSURE OR IMPROPER USE OF BUYER'S INFORMATION BY SELLER OR SELLER'S EMPLOYEES. SELLER WILL IMMEDIATELY NOTIFY BUYER UPON LEARNING OF ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY BUYER'S INFORMATION.  SELLER RECOGNIZES THAT THE DISCLOSURE OF BUYER'S INFORMATION MAY GIVE RISE TO IRREPARABLE INJURY AND ACKNOWLEDGES THAT REMEDIES OTHER THAN INJUNCTIVE RELIEF MAY NOT BE ADEQUATE. ACCORDINGLY, BUYER HAS THE RIGHT TO SEEK EQUITABLE AND INJUNCTIVE RELIEF TO PREVENT THE UNAUTHORIZED DISCLOSURE OF ANY BUYER'S INFORMATION, AS WELL AS SUCH DAMAGES OR OTHER RELIEF AS IS OCCASIONED BY SUCH UNAUTHORIZED USE OR DISCLOSURE.  IN THE EVENT SELLER IS REQUIRED TO DISCLOSE BUYER'S INFORMATION IN CONNECTION WITH ANY JUDICIAL PROCEEDING OR GOVERNMENT INVESTIGATION, THEN SELLER
GENERAL MOTORS Corporation  GENERAL MOTORS CORPORATION  GLOBAL PURCHASING  3000 VAN DYKE	FAX 602-797-6053 WARREN MI 48090 UENDOR NUMBER 72-886-6757	TO: MENARA JAMSOSTEK LT 17 JL GATO SUBROTO NO 38 JAKARTA SELATAN INDONESIA ID	12790 INDONESIA	PAYMENT TERMS  NET NET 60 DAYS	SEQUENCE ORDERED ITEM IDENTIFICATION NO. NOUN NAME	SECTION 4.  SELLER FURTHI HARMLESS FRON PENALTIES, CC (INCLUDING CC REASONABLE AD DISCLOSURE OB SELLER OR SEI IMMEDIATELY P UNAUTHORIZED INFORMATION.  SELLER RECOGN INFORMATION P ACKNOWLEDGES RELIEF MAY NO THE RIGHT TO PREVENT THE I INFORMATION, AS IS OCCASIC DISCLOSURE.  IN THE EVENT INFORMATION AS IS OCCASIC DISCLOSURE.  IN THE EVENT INFORMATION PROCEEDING OF

ORIGINAL

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Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to marked thereon; (e) to properly mark each package with a labeltag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Selier will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees; (a) to accept payment based upon Buyer's Evaluated Receipt Record/Sell Billed Invoice, unless an invoice is requested by Buyers; and (b) accept payment by selection funds transfer. The upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any lens, encounterages, and claims on the proofs of services under this contract. any liens, encumbrances and claims on the goods or services under this contract.

### 3. DELIVERY SCHEDULES:

3. DELIVERY SCHEDULES:
Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer back hard so the schedules shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified. Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

To Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer. Seller shall ship the goods as expeditiously as possible at Seller's sole expense 5 CHANGES

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance

# SUPPLIER QUALITY AND DEVELOPMENT: INSPECTION

effer agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. 7. NONCONFORMING GOODS: Seller acknowledges that Buyer will not perform incoming inspections of the goods, Seller acknowledges that Buyer will not perform incoming inspections. To the extent

and waives any rights to require Buyer to conduct such inspections. To the extent and warves any ingrist to require buyer to consour such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment fo nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility latent defects

# 8. FORCE MAJEURE:

a. Force madebace. Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether vaild or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as sono as possible affect the event or greaters of the increase than 10 and the party as sono as possible affect the event or greaters of the inpervision to the other than 10 and the party as sono as possible affect the event or greaters of the inpervision are than 10 and the party as sono and the party as the party and the party as the party and party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, buyer, at its option, may purchase goods and services from their sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Saller shall within 30 days expressed that the challenges and the services to Buyer for a period of at least 40 days upon the services of the servic Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

Seller warrants/guarantees that the goods covered by this contract will conform to the Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fill and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

10. INGREDIENTS DISCLOSURE: SPECIAL WARNINGS AND INSTRUCTIONS:

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients, and (c) Information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or grouperly damage in the handling. Transportation processing use or disposal of the property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer

Buyer may immediately terminate this contract without liability to Seller in any of the buyer may limited a legislation of the contract winds in about to select in any of the following or any other comparable events: (a) insolvency of Seller; (b) filling of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional feet.

12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or heach in seldition. Buser and terminate the control was all desired to the seldition buser and terminate the control was all desired to the seldition. breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller () sells, or offers to sell, a material portion of its assets, or (ii) sells or exchange, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the trol of Seller.
TERMINATION FOR CONVENIENCE:

13. TERMINATION FOR CONVENIENCE:
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon south termination, Buyer shall pay Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value read with the property is brightly of any excelhowever, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed poods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for fished note, a service. But would be noticed for seferance by Caller under fished note, a service. But would be noticed for seferance by Caller under goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments 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, or general and administrative burden charges from termination. Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secrety and resulting damages and expenses (including attenty's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services. Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specific good elevered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third active.

without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's without payment of any royalty to Seller; (c) that parts manufactured based on Buyers drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered works made for hire; to the extent that the works do not qualify as "works made for hire;" Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral

# rights therein. 15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract. 16. INDEMNIFICATION:

19. Indemnit (CATION):
If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

# INSURANCE

17. IMSURANCE:
Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18. SELLER'S PROPERTY:
Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs,

good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other Items ("Seller's Property") necessary cites, gauges, inxtures, moids, patterns and other items ('Seller's Property') necessary to for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller's of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items, provided, however, that this option had not provided to the production of the production of the cost of such items, provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

# BUYER'S PROPERTY

13. BUTER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). the property of Buyer and held by Seller on a ballment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personally; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a hird person, and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller walves any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise

### 20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the price(s) sel forth in this contract. If the goods are systems or modules, Seller will sell the components to parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfil Buyer's completes current model purchases, Seller will sell goods to Buyer to fulfill Buyers past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warrantibe set forth Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming codes. (b) carefulling from products and losses goods: (b) resulting from production interruptions, (c) conducting recall campaigns of other corrective service actions, and (d) claims for personal injury (including death) or omer corrective service actions, and (a) claims for personal injury (including death) or properly damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS: EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information, pressure shall be a selected to the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information, pressure, including written decreases and the duties.

provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to transaction records) to perfini buyer to receive such benefits of creats, as well as to fulfill its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

23. SETOFFIRECOUPMENT: In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.
24. NO ADVERTISING:
Seller shall not without first absorbed.

Seller shall not, without first obtaining the written consent of Buyer, in any manner Seller's shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

25. COMPLIANCE WITH LAWS; EMPLOYMENTIBUSINESS PRACTICES:
Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(les) of destination or that relate to the manufacture, labelling, transportation, promotions or confident of the world to the country of the cou

country(tes) of destination or that relate to the manufacture, labelling, transportation, importation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Selfer further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. All Buyer's request, Selfer shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

28. NO IMPLIED WAIVER: The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other

# provision. 27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign delegate its rights or obligations under this contract without Buyer's prior writt

# consent. 28. RELATIONSHIP OF PARTIES:

28. RELATIONSHIP OF PARTIES:
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW, JURISDICTION:
This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is studed. from which this contract is issued.

# 30. SEVERABILITY

If any term(s) of this contract is invalid or unenforceable under any statute, regulation If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect. 31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Selier and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

ORIGINAL

1. ACCEPTANCE: Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

### SHIPPING AND BILLING

2. SHIFTIMO AND DILLING: Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract, (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to marked thereon. (e) to properly mark each package with a labeltag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MMS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment

month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

3. DELIVERY SCHEDULES:
Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's exhedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:
If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the

requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense

### 5 CHANGES

5. CHAMGES:
Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance th Paragraph 31.
SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION

Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as and to comply win an quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000 in addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. NONCONFORMING GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to discove of the acods without liability to Seller. Payment for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility defects

# 8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, warrs, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days the cateful. Durise the party of the lates of the state of the same of the sam party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price sel forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer Seller's shall within 10 days, provide affectable selections and the selection of the ussupuron or resuming from the expiration of Senter's labor contract(s). If requested by Buyer, Seller's shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9. WARRANTY.

Seller warrants/guarantees that the goods covered by this contract will conform to the Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings. samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall applicable 10 INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers. Buyer and their respective employees of how to necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury o property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer

# 11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nutified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foreign including but not limited to all attentions. any of the foregoing, including, but not limited to, all attorney's or other professional

### 12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL

CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 services of universely of goods, and once not correct such failure or breach within 10 days (or such shorter period of lime if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the

# control of Seller. 13. TERMINATION FOR CONVENIENCE:

13. IERMINATION TOR CONVENIENCE:
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. (Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the condex or services may the services that their process and raw materials. Seller in furnishing the goods or services under this contract to the extent such costs Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract, less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated by procured by Seller and mounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard slock or that are readily marketable. Payments made under this Paragraph hall not exceed the appreciate circle available by Ruyer for goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments 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, or general and administrative burden charges from termination of this contact. Within 60 days from the effective date of rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 50 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material invascilers and above these scales are terminated solving. material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and Seller agrees: (a) to defend, hold harmless and indemnity Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of senier expressiv waves any claim against buyer that such intringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is sissed for the creation of copyrightable works, the works shall be considered 'works made for hire," to the extent that the works do not qualify as 'works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral

# TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

disclose to Buyer in connection with the goods or services covered by this contract.

16. INDEMIFICATION:

If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyers premises, seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person anising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18 SELIEPS PROPEPTY.

# 18. SELLER'S PROPERTY:

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in Uniess otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ('Seller's Property') necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the most support and approach to Seller's Property that is special for the production of the most support and support to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the stands stock of Seller or if a substantial quantity of like goods are being sold by Seller

# BUYER'S PROPERTY

19. BUYER'S PROPERTY:
All supplies, materials, tools, ijds, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Selier to perform this contract, or for which Selier has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Selier on a baliment basis ("Buyer's Property"). Selier shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be property housed and maintained by Selier, at its expense, shall not be used by Selier for any purpose other than the performance of this contract; shall be deemed to be personally; shall be conspicuously marked by Selier as the property of Buyer; shall not be committinged with the property of Selier's premises without Buyer's prior written approval. Buyer shall have the right to enter Selier's premises at all third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer or Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed

rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the price(s) sel forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfit Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales exclusives. charge to support Buyer's service part sales activities.

### 21. REMEDIES:

21. REMEDIES:
The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such non-conforming goods, (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or properly damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS: EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfil its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any. Export tilenesses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall indicated in transportations, as necessary, for the noards the second. undertake such arrangements as necessary for the goods to be covered by any deferral or free trade zone program(s) of the country of import.

### 23 SETOFF/RECOUPMENT

23. SciOFFIRECOUPMENT: In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebledness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries

### 24. NO ADVERTISING:

24. NO ADVENTISMAN (and the state of the

# Seller's advertising or promotional materials. 25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:

25. COMPLIANCE WITH LAWS; EMPLOYMENTIBUSINESS PRACTICES: Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(tes) of destination or that relate to the manufacture, labelling, transportation, inemaining, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and incremental privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Selfer further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner any other form of forced or involutary labor, or pragare in physicse employment or any other forms of forced or involutary labor, or pragare in physicse employment or any other firms of forced or involutary labor, or pragare in physicse employment or any other firms of forced or involutary labor, or pragare in physicse employment or any other firms of proced or involutary labor, or pragare in physicse employment or any other firms of forced or involutary labor, or pragare in physicse employment or any other firms. represents that neither it not any of its subcontractors will utilize child, slave, pirsoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

25. NO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other NON-ASSIGNMENT

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written

# 28. RELATIONSHIP OF PARTIES:

23. RELATIONSHIP OF PARTIES:
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

23. GOVERNING LAW; JURISDICTION:

29. GOVERNING LAW, JURISDICTION: This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in the court of the court of the process in accordance with anolicable procedures. Any actions or proceedings by Seller against Buyer may be actions or proceedings by Seller against Buyer may be applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer nich this contract is issued.

# 30. SEVERABILITY

30. SEVERABILITY: If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

31. ENTIRE AGREEMENT: This contract, logether with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

PURCHASE PAGE 9 ORDER: GMS33715	This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  (2) copies of your packing slip must accompany each shipment. Item Identification Number(s) must be shown on Packing Slips and Invoices.  Invoice Attn: Accounts Payable Invoice Attn: Accounts Payable Post.	PHONE: 586-492-	SSUE DATE  22 BLUYER  BLUYER  FFECTIVE  FPECTIVE	NWW.GMSHIPPING.COM	BASE UNIT PRICE MULTIPLE MEASURE	
₾ 0	This Numb Packages (2) copies (2) copies (1) them Identi Invoices. Invoice Att		ALTERATION ISSUE DAT	SHIP VIA	*	
SHIP TO: SHIPPING ADDRESS	INVOICE TO: & EQUIP ONLY.QUESTIONS TO: CUSTOMER SERVICE 248/874/4636	TO	This older is not binding until accepted, Acceptance should be executed on actinowkedgment copy which should be returned to Buyer.  On the research side hereof are the terms and conditions to which Seles agests by accessance of this order.  This order, including the terms and conditions on the face and reverte side hereof, condition the complete and final segments the benefit of the conditions on the face and or benefit segment and the proper of the order.  This order, whiching the terms and conditions on the face and reverte side hereof, condition the complete and final wall be tholding upon the face under which withing and signet only to waithous discretization.  If Government Common the conditions  Attachad Hearth Annual Contract Number is Shown Hereon, additional Terms and Conditions	F.O.B DESTINATION UNLESS OTHERWISE INDICATED FRIEGHT COLLECT	NOUN NAME DESCRIPTION REP DATE REQUIRED TAX CODE /%	EQUITABLY ADJUSTED BY BUYER AFTER RECEIPT OF DOCUMENTATION IN SUCH FORM AND DETAIL AS BUYER MAY DIRECT. ANY CHANGES TO THIS CONTRACT SHALL BE MADE IN ACCORDANCE WITH PARAGRAPH 31 OF THE GENERAL TERMS AND CONDITIONS.  6. INFORMATION GATHERING PRACTICES WITHOUT LIMITING PARAGRAPH 25 OF THE GENERAL TERMS AND CONDITIONS, SELLER HEREBY AGREES THAT ITS ACQUISITION OF INFORMATION ON BEHALF OF BUYER SHALL BE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND, IN ADDITION, SHALL BE IN COMPLIANCE WITH THE FOLLOWING ETHICAL PRINCIPLE EXCERPTED FROM THE GM GUIDELINES FOR EMPLOYEE CONDUCT: "THERE ARE, HOWEVER, IMPORTANT LIMITATIONS ON HOW AND WHAT COMPETITIVE INFORMATION FROM ANY CONFIDENTIAL OR PROPRIETY INFORMATION FROM ANY COMPETITOR, SUPPLIER OR CUSTOMER. IMPROPER MEANS WOULD INCLUDE ANY FORM OF INDUSTRIAL ESPIONAGE, THE PAYMENT OF MONEY OR GIVING OF ANY FAVOR OR CONSIDERATION, OR THE HIRING OF A COMPETITOR'S EMPLOYEES TO OBTAIN CONFIDENTIAL INFORMATION. INFORMATION WHICH MAY NOT BE SOUGHT
General Motors Corporation AL MOTORS CORPORATION AL PURCHASING VAN DYKE	7-6053 US BER 72-886-6757	OSTEK LT 17 JL 38	JAKARTA SELATAN INDONESIA ID 12790 INDONESIA	60 DAYS	ITEM IDENTIFICATION NO.	
GENERAL MOTORS CO GLOBAL PURCHASING	FAX 602-797-6053 WARREN MI 48090 VENDOR NUMBER 72	TO: MENARA JAMSOS SUBROTO NO 38	JAKARTA SEJ 12790 INDONESIA	PAYMENT TERMS  NET NET 6	ITEM QUANTITY	

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

### 2. SHIPPING AND BILLING

2. Shirrim Ann District.

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to marked thereon. (e) to properly mark each package with a label/lag according to Buyer's instructions: (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The requested by Buyer; and (b) to accept payment by electronic funds transfer. The upon buyer's Evaluated Receipt Record/Sell Billed Invoice, unless an invoice is requested by Buyer, and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Mutillateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract

### DELIVERY SCHEDULES

3. DELIVERY SCHEDULES:
Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.
4. PREMIUM SHIPMENTS:

4. Premium Shirments: If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

5 CHANGES 5. CHANGES:
Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance

### 6 SUPPLIED QUALITY AND DEVELOPMENT: INSPECTION:

iller agrees to participate in Buyer's supplier quality and development program(s) d to comply with all quality requirements and procedures specified by Buyer, as and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. 7. NONCONFORMING GOODS: Seller acknowledges that Buyer will not perform incoming inspections of the goods, Seller acknowledges that Buyer will not perform incoming inspections. To the extent and waives any rights to require Buyer to conduct such inspections. To the extent

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the nonconformity thank entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the nonconformity thank entitle Buyer. storage and handling or to dispose of the goods without liability to Seller. Payment fo nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility defects

# 8. FORCE MAJEURE:

Any delay of failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence. beyond the feasibanear control of the party and willnout its stault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order, provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days, thereafted). Outlies the bested of unity delays of the state o days thereafter). During the period of such delay or failure to perform by Seller buyer, all is option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods and services from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of all least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

Seller warrants/guarantees that the goods covered by this contract will conform to the Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings. samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall applicable. 16 INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: I requested by Buyer. Seller shall promotify trunish to Buyer in such form and detail as

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:
If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as
Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all
ingredients; and (c) information concerning any changes in or additions to suringredients. Prior to and with the shipment of the goods; seller agrees to furnish to
Buyer sufficient warning and notice in writing (including appropriate labels on the
goods, containers and packing) of any hazardous material that is an ingredient or a
part of any of the goods, together with such special handling instructions as may be
necessary to advise carriers. Buyer, and their respective employees of how to
exercise that measure of care and precaution that will best prevent bodily injury or
property damage in the handling precavation pages as yet and present of the property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

# 11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the ouyer may immediately terminate this contract without liability to seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filling of a voluntary petition in bankruptcy by Seller; (c) filling of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

# 12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR

Buyer reserves the right to terminate all or any part of this contract, without liability to Buyer reserves the right to terminate all or any part of this contract, without tability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or heach. In addition, Buser may Lemminate this contract unon print all leafs of days. breach in addition, Buyer may terminate this contract upon giving sterning such rather or breach in addition, Buyer may terminate this contract upon giving at least 50 days notice to Seller, without liability to Seller, if Seller (1) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

# control of Seller. 13. TERMINATION FOR CONVENIENCE:

13. IERMIAN ION FOR CONVENIENCE:
In addition to any other ights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any ceason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs. Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procure dby Seller in amounts in excess of those authorized in delivery releases nor for any underlovered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods are are preferred by Seller under made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments 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, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to exemisibly activities and end and the seater comprehensive termination claim. termination, Selier shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller. 14. INTELLECTUAL PROPERTY: Seller agrees: (a) to defend, hold harmless and indemnity Buyer, its successors and constitutions and solve the support of the suppor

seler agrees: (a) to detend, note naminess and indemnity suyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services; contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly walves any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract rigmt to repair, reconstruct, or reduild the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire;" to the extent that the works do not qualify as "works made for hire;" Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights thatein

# TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the go

19. INDEMNIFICATION:
If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

# 17. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all snowing compliance with these insurance requirements or certified copies of all insurance policies within 1 of days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18. SELLER'S PROPERTY.

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in conformation and conformations will expense any any answer that it is the proof condition and conformation.

Uniess otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property that full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that its special for the production of the mods unon awarent to Seller. goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

# others. 19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ('Buyer's Property'). the property of Buyer and held by Seller on a bailment basis ("Buyer's Property, Buyer's Property, Buyer's Property shall at all times be properly housed and maintained by Seller, all its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personally; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person, and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. reasonable times to inspect such property and settles 'records' with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise

### 20. SERVICE AND REPLACEMENT PARTS:

20. SERVICE AND REPLACEMENT PARTS:
Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfil Buyer's past model service and replacement parts requirements. Unless otherwise aggred to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service interature and other materials available at no additional charge to support Buyer's service part sales activities.

### REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with. The rights and remedies reserved to Buyer in this contract shall be cumulative with and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, termiburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buy will enter into a separate agreement for the administration or processing of chargebacks for nonconforming goods. 22. CUSTOMS; EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to the fulfill its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

### 23. SETOFF/RECOUPMENT

z3. SETOFFIRECOUPMENT:
In addition to any right of setoff or recoupment provided by law, all amounts due to
Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries
to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against
of to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer
and its affiliates/subsidiaries.

24. NO ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to frumish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional malerials.

25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:
Seller, and any goods or services supplied by Seller, shall comply with all applicable and seller the seller shall comply with all applicable and seller shall be seller shall comply with all applicable and seller shall be se

rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labelling, transportation country(res) of destination or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Selfer further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner represents that neither if nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. All Buyer's request, Seller shall icentify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

26. NO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract shall in waiver of either party of a breach of any provision of this contract shall in waiver of either party of of the same or any other of this contract onstitute a waiver of any succeeding breach of the same or any other

of this contract constitute a waiver of any succeeding breach of the same or provision. 27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign o delegate its rights or obligations under this contract without Buyer's prior writter

# 28. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in this contract shall

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JUNISDICTION:
This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Buyer's location, in the court(s) having jurisdiction over Buyer's location, in which event Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance when applicable procedures. Any actions or proceedings by Seller against Buyer may be applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

# 30. SEVERABILITY:

30. SEVERABILITY: If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Suyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only

### SHIPPING AND BILLING:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon, (e) to properly mark each package with a label/tag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is required by Buyer and (b), to accept payment based contents to the part of upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer, and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Mutillateral Nettling System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer accept date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, engineering and some provided that the provided contract. any liens, encumbrances and claims on the goods or services under this contract.

### 3. DELIVERY SCHEDULES:

3. DELIVERY SCHEDULES:
Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and times a Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS.

Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense

### 5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paranarach 31.

with Paragraph 31.

5. SUPPLIER QUALITY AND DEVELOPMENT: INSPECTION:
Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as and to comply with all quality requirements and procedures specified by Buyer, as and to comply with all quality requirements and procedures specified by Buyer, as a size of the procedure of the p and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not nonstitute acceptance of any work-in-process or finished goods. 7. NONCOMFORMING GOODS:

seller acknowledges that buyer will not periori incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's sirks. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after sollers of secondary to the seller's seller's and sellers of secondary. notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

# FORCE MAJEURE:

 Power and content and the party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence ine goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabolage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party is an original and provided that written notice of such delay (including the party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller days thereafter). During the period of such delay of failure to perform by Seller, Buyer, all is option, may purchase goods and services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller requested by Buyer, and at the price sel forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall within 10 days received formats. Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

Seller warrants/guarantees that the goods covered by this contract will conform to the Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Guyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller, knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fill and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall applicable. 10 INGREDIENTS DISCLOSURE: SPECIAL WARNINGS AND INSTRUCTIONS:

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promply furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients, and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods. Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers. Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or ground to days are in the handling. Instructions are served. property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

# 11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the ouyer may immediately terminate this contract without liability to seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reinburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fee.

### 12. TERMINATION FOR BREACH OR NONPERFORMANCE: SALE OF ASSETS OR CHANGE IN CONTROL:

CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within 10 services or delivery of goods, and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 80 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for limished goods, services, work-in-process or raw materials fabricated or procured by Seller doubt goods, services, work-in-process or raw materials fabricated or procured by Seller goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for In addition to any other rights of Buyer to terminate this contract, Buyer may, at its goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments 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, or general and administrative burden charges from termination of this contact. Within 50 days from the effective date of rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:
Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers anginst any claims of infringement (including nation) trademark convision.

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademati, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services; contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without anyment of any royalty to Seller. (c) that parts manifestured based on Buyer's rigin to repair, reconstruct, or redulid the specific goods delivered under this contract without payment of any royally to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization, and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered 'works ander for hire,' to the extent that the works do not qualify as 'works made for hire,' Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein

# TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract. 16. INDEMNIFICATION:

15. INDEMNIFICATION: If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including dath) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

71. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or idabilities under this contract.

18. SELLER'S PROPERTY:

18. SELLEK'S PROPERTY: Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary dies, gauges, lixtures, molds, patterns and other items ('Seller's Property') necessary to for the production of the goods. The cost of changes to Seller's Property mecessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to

omers.

19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ('Buyer's Property'). Seller shall bear the risk of loss of and damage to Buyer's Property Buyer's Property shall at all times be property housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract, shall be deemed to be personally; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, buyer's Property shall be immediately released to Buyer or reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, property packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed

# on such property or otherwise. 20. SERVICE AND REPLACEMENT PARTS:

20. SERVICE AND REPLACEMENT FARTS: Seller will sell to Buyer goods necessary for it to fulfil its current model service and replacement parts requirements at the price(s) sel forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the components of the co are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfil Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service not assess activities. charge to support Buyer's service part sales activities.

### 21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with The rights and remedies reserved to Buyer in this contract shall be cumulative with and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming goods.

22. CUSTOMS; EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information peccasary (including written dequestation and electronic descriptions).

export returns or me returns or unuser, axes of rees, stand belong to buyer. Serier shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to triffil its customs related obligations, origin marking or labelling requirements and local content origin requirements. If any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall indicated to the contraction of the undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

### 23 SETOFF/RECOUPMENT

23. Sci OFFIRECOUPMENT: In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries

### 24. NO ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer that you advertise or publish the fact that Seller has contracted to furnish Buyer that you services covered by this contract, or use any trademarks or trade names of Bu Seller's advertising or promotional materials. 25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the laws, rules, regulations, orders, conventions, ordinances or standards of the country(es) of destination or that relate to the manufacture, labelling, transportation, incensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. Al Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's non-compliance.

2.8 NO IMPLED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance

provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other

# NON-ASSIGNMENT

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written 28. RELATIONSHIP OF PARTIES:

28. RELATIONSHIP OF PARTIES:
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JURISDICTION:
This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only the theory of Buyer from which this contract is sissued. from which this contract is issued.

# 30. SEVERABILITY:

If any term(s) of this contract is invalid or unenforceable under any statute, regulation in any remitty or in its contact is invalue of the minorceaper under any statute, regulation, ordinance, executive order or other rule of law, such lemn(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

# 31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.