

NORTH AMERICAN LIGHTING, INC.: PURCHASE ORDER TERMS AND CONDITIONS

SCOPE. These Purchase Order Terms and Conditions (the “Terms and Conditions”) are expressly made a part of each Purchase Order for Goods or Services that North American Lighting, Inc. (“NAL”) or any of its Affiliates. For purposes of these Terms and Conditions:

(a) “**Buyer**” means NAL or its applicable Affiliate(s) as specified in the Purchase Order.

(b) “**Seller**” means the Supplier(s) or Seller(s) named in the Purchase Order.

(c) “**Affiliate**” means at any time, whether currently existing or subsequently arising, any corporation, limited liability company, partnership or other entity or individual that then controls, is controlled by, or is under common control with, Seller, Buyer or NAL, as applicable.

(d) “**Goods**” and “**Services**” mean the goods or services that Buyer is to purchase from Seller, as described in the Purchase Order.

(e) “**Agreement**” means the entire agreement formed pursuant to a Purchase Order, any written agreement issued or signed by Buyer pursuant to which the Purchase Order is issued (if any), and these Terms and Conditions, including any documents incorporated by reference therein.

(f) “**Purchase Order**” means either a written request for the provision of Goods or Services from Buyer whether in the form of a purchase order or another written or electronic form of communication in which Buyer intends to be bound to purchase Goods or Services from Seller or, if Seller submits a proposal for a Purchase Order to a Buyer, then any written addendum or other communication from Buyer that is intended to confirm Buyer’s intent purchase the Goods and/or Services described in the proposal shall constitute the Purchase Order, but shall always be expressly subject to these Terms and Conditions whether expressly set forth in the Purchase Order or not.

(g) “**MRO**” refers to indirect spending related to maintenance, repair, and operations and is used herein to denote special terms for those types of Purchase Orders.

1. ACCEPTANCE. This Purchase Order constitutes Buyer’s offer to purchase from Seller on the terms and conditions stated herein by reference. This offer is limited to the terms hereof, and any additional or different terms proposed by Seller are objected to and hereby rejected unless previously accepted in writing by Buyer. Acceptance of the Purchase Order by Seller shall occur either by Seller’s written acceptance or by Seller’s commencement of performance or first shipment. Notwithstanding the amounts specified in this Purchase Order, Buyer shall not be bound for any portion thereof until a written release order is issued to Seller by Buyer. For **MRO** purposes, Purchase Orders and prices therein shall be deemed accepted by Seller on the earlier of (a) the shipment of Goods or rendering of Services, in whole or in part, (b) the written acceptance of the Purchase Order by Seller, or (c) fifteen (15) days after issuance of a Purchase Order.

2. SHIPMENTS. Seller shall: (a) package, mark and ship goods in accordance with Buyer’s requirements and appropriate commercial practice; (b) route shipments in accordance with Buyer’s instructions and in a manner to minimize transportation cost; (c) make no charge for shipping and handling unless specifically agreed in this Purchase Order;

and (d) at the time of each shipment, transmit to NAL an advance shipping notice describing the part number, date of shipment, quantity shipped, forwarding information and other information required by NAL, in such form as NAL may specify from time to time.

3. DELIVERIES; RISK OF LOSS. Deliveries shall be made in the quantities and at the times specified. Unless otherwise specifically provided on the face of this Purchase Order, or otherwise agreed to in writing by Buyer and Seller, goods shall be delivered F.O.B. Seller’s address as appears on this Purchase Order and shipped to the delivery address designated by Buyer. In the event that any delivery of goods to NAL is likely to be delayed, Seller shall “immediately” notify NAL (via the shipping discrepancy form and subsequent phone call), but such notice shall not release Seller from its obligations. Risk of loss or damage to goods shall not pass to Buyer until delivery of goods to the location specified by Buyer and acceptance by Buyer.

4. INVOICES. Seller shall submit invoices pursuant to Purchase Order(s) or procedures established by Buyer. Unless Buyer otherwise directs, Seller’s invoices shall set forth Buyer’s purchase order number, part number, release number, description of item, quantities, unit prices, extended totals and Seller’s packing slip number. Seller shall furnish Buyer, upon Buyer’s request, serial numbers of labels, bills of lading, or other proof of delivery. Payment of invoices shall not constitute acceptance of goods or services by Buyer, and shall be subject to adjustment for errors, shortages or defects. Buyer may exercise a right of setoff against any amount owed to Seller or any of Seller’s affiliated companies, voluntary arrangement with its creditors or similar event. All invoices must be submitted no later than ninety (90) days of Buyer’s receipt of Goods and Services.

5. PAYMENT TERMS. Payment for goods shall be made by Buyer on such terms as the parties may agree from time to time or as may be specified in any Purchase Order. In the absence of any agreement concerning payment terms, Buyer shall pay Seller on a prox. twenty-seven (27) day basis. Seller shall comply with and support all invoicing requirements of Buyer, including participation in any electronic invoice management or other protocols established by Buyer. Buyer shall have no obligation to pay any amount prior to Buyer’s receipt of a correct and proper invoice for such amount prepared in accordance with the Purchase Order and under no circumstances shall payment be due until final acceptance of the Goods or Services by Buyer. If cash discounts are offered and identified, such discount periods will be computed from the date of delivery of the Goods or Services ordered; or the date of Buyer’s receipt of a correct and proper invoice, whichever is later. Payment or other terms identified on the Seller’s invoice which are contrary to those of the Purchase Order shall have no force and effect unless acted upon or approved in writing by Buyer. Seller shall give Buyer written notice of any claimed discrepancy in any amount paid or deducted by Buyer pursuant to this Agreement or any Purchase Order within sixty (60) days of such payment or deduction. If Seller fails to give notice

within such period, Seller agrees that it will not thereafter assert any claim for such payment or deduction and waives any such claim.

6. CHANGES (BUYER). Buyer may at any time direct changes to drawings or specifications for the goods to be produced hereunder, the method of shipping or packing the goods or their place of delivery, and Seller agrees to make such changes, provided that Seller shall be entitled to an equitable adjustment of the price of goods or the time required for performance under this Purchase Order. No claim for adjustment shall be valid unless asserted within thirty (30) days from date Seller received notification of such change, unless such period is extended in writing by Buyer.

7. CHANGES (SELLER). In the event of any of the following, or if there is a substantial likelihood of any of the following, Seller shall immediately inform Buyer in writing of: (a) sale or transfer of all or a substantial part of Seller's business or assets; (b) a change of control of Seller company; (c) merger or other corporate reorganization of Seller company; (d) change of Seller's name, location or major organization changes; or (e) Seller's insolvency, bankruptcy, receivership or liquidation, commencement of proceedings to be wound up, entering into any voluntary arrangement with its creditors or similar event. No change will be binding on the Buyer unless it is in a signed written or electronic confirmation from Buyer's Purchasing Department.

8. VOLUME FORECASTS. The Buyer may provide the Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods. Firm requests for delivery of Goods, including the fixing of the exact quantity and delivery time, is made either as part of the Buyer's MRP System or fixed Purchase Order(s). Forecasts are not a commitment by the Buyer to purchase the quantities specified therein. The Buyer's purchase obligation is only as specified in the Purchase Order. The Seller acknowledges that forecasts, like any other forward-looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or later on. The Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any forecasts.

9. TOOLING CAPACITY. Seller agrees to meet the capacity terms stated in the Agreement(s). When the Agreement is silent as to tooling capacity, the Seller's tooling must be capable of producing the volume projections described in Section 8 for the Goods during the life of the part as well as satisfying the requirements for Service Goods under Section 11. If the Volume Forecasts exceeds the capacity terms stated in the Agreement, Seller is responsible to notify Buyer immediately giving Buyer sufficient lead time to develop a support plan with the Seller.

10. SAFETY STOCK. Seller agrees to meet the Safety Stock provisions pursuant to the existing Agreement(s) and Purchase Order(s). Unless otherwise specified in the Agreement, Seller shall maintain a minimum of two (2) working days Good manufactured in the United States and

twenty (20) working days Goods manufactured outside of the United States of forecasted finished Goods on hand at all times within the United States. Working days shall be calculated against NAL's Six Month Rolling Forecast.

11. SERVICE GOODS. Seller agrees to supply goods as required by Buyer after the date of last production of the vehicle model for which the goods were supplied. Seller's obligation to supply Service Goods shall have a minimum duration of 15 years. Prices for Service Goods shall remain unchanged for a period of 10 years after the date of last production of the vehicle model for which the goods were originally supplied. Prices for Service Goods beyond that 10-year period may not exceed Prod. Price X 120%. Buyer shall have the right to terminate the Purchase Order under Section 16 below if Seller fails to deliver goods or services for the time period described in this Section and shall be liable to Buyer for any excess cost to Buyer for procurement of replacement Service Goods from a third-party to the extent that Seller is unable to fulfill this obligation.

12. INSPECTION. Buyer shall not be obligated to inspect or test any goods. Notwithstanding the foregoing, Buyer reserves the right to inspect and test goods prior to acceptance. No inspection or test made before or after the final inspection and acceptance at Buyer's designated delivery point shall relieve Seller from responsibility for defect. Material shipped in quantities in excess of Buyer's stated requirements may be returned at Seller's expense.

13. PACKAGING. The Supplier will comply with the Buyer's requirements for packing, marking, labeling and shipping as amended or updated from time to time. These packaging requirements are specified in Buyer's SUPPLIER QUALITY ASSURANCE MANUAL ("SQAM") which is available at www.nal.com/purchasing and incorporated herein by reference. The Supplier will ship only the quantity of the Goods specified by the Buyer in the Purchase Order. Unless otherwise provided in the Agreement, any charges or costs relating to handling, packaging, storage or transportation of goods are borne by Seller and have been included in the piece price of the Goods as set forth herein. To the extent that a conflict exists between the SQAM and these Terms and Conditions, the Terms and Conditions will control.

14. NONCONFORMING GOODS. If any nonconforming goods are delivered to the Buyer by the Seller, the Buyer shall have the right to (a) reject the nonconforming goods without correction and receive credit for any amounts paid to Seller; (b) require Seller, at no cost to Buyer, to promptly deliver conforming goods. For MRO purposes, if Goods are rejected, they will be held at Seller's risk and expense and Seller shall bear the risk of loss or damage to such Goods until received by Buyer. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost difference and any additional expenses incurred for obtaining the replacement goods.

15. WARRANTY. Seller warrants that all goods or services covered by this Purchase Order shall conform to the terms of this Purchase Order and any specifications, drawings, samples, manuals or standards furnished to or by Buyer or Buyer's customer, shall be free from defects in workmanship or

materials and if design is Seller's responsibility, free from defects in design. Seller warrants that Goods shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Buyer. Seller warrants that all products and/or services are in accordance with applicable federal and state codes and standards. Seller further warrants that all goods covered by this Purchase Order shall be of merchantable quality and shall be suitable for ordinary commercial purposes as well as for any special purpose intended by Buyer that is known to Seller. Buyer's approval of Seller's designs shall not relieve Seller of the warranties set forth herein. Seller further warrants that goods shall be clear of liens, encumbrances or security interests, and that goods do not infringe any third party's patents or other intellectual property rights. In no event shall Seller's warranty have a duration or terms less favorable than those extended by Buyer to the customer that purchases such goods or any product into which the goods are incorporated, irrespective of any published warranty of Seller or any warranty on packaging or otherwise communicated to Buyer. Buyer will advise Seller from time to time, if and as requested by Seller, of the warranty duration and terms that Buyer is extending to its intended customer for the goods covered by this Purchase Order. Seller recognizes that Buyer may be required to extend warranties to customers that are at least equal to the time and mileage limitations of the automobile and parts warranties extended to consumers and Seller's warranty for goods shall not be less than the time and mileage limitations of such consumer warranties. In addition, to the requirements in Section 12 above, Seller shall reimburse Buyer for all costs (including labor charges, cost of replacement goods and reimbursement to customers of towing, repair, dealer handling charges and other expenses) incurred by Buyer as a result of Seller's breach of the warranty set forth in the Section 14. No exclusion, limitation or disclaimer of any warranty by the Seller shall be effective, irrespective of its form. With respect to Services, Seller warrants that (x) all Services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures and that all Work Product will be original, and (y) all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, shall be properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services

16. TERMINATION FOR BREACH. Buyer may, by written notice, terminate this Purchase Order in whole or part if Seller: (a) repudiates or breaches any provision of this Purchase Order; (b) fails to deliver goods or perform services within the time specified herein; or (c) fails to make sufficient progress in fulfillment of its obligations so as to endanger timely performance hereunder and such failure is not cured within twenty (20) days (or such shorter time as may be commercially reasonable under the circumstances) after written notice from Buyer. In the event of termination hereunder, Buyer may procure, upon such terms as Buyer deems appropriate, substantially similar goods or services and Seller shall be liable to Buyer for any excess cost to Buyer, provided that Seller shall continue the performance of this Purchase Order to the extent not terminated. Buyer may require Seller to deliver to Buyer any completed or partially completed goods or inventory that Seller has produced or acquired for the performance of this

Purchase Order, with payment for any such goods or inventory accepted by Buyer to be in such reasonable amount as Seller and Buyer shall mutually determine, but not to exceed the contract price. As partial consideration for this Purchase Order and without further cost to Buyer, Buyer shall be entitled to and Seller hereby grants Buyer an irrevocable, nonexclusive, royalty-free right and license to manufacture and sell the goods that are the subject of the terminated portion of the Purchase Order and to use the methods and processes utilized by Seller in the manufacture of such goods.

17. TERMINATION WITHOUT CAUSE. In addition to any other rights of Buyer to terminate this Purchase Order, Buyer may at any time immediately terminate all or any part of this Purchase Order, for any reason, upon written notice to Seller. In such case, Buyer shall pay Seller all amounts due hereunder for delivered and accepted goods and services and shall pay Seller an amount equal to the actual cost of raw materials and work-in-process applicable to the terminated portion of this Purchase Order, provided that Seller shall submit to Buyer within thirty (30) days after the termination notice a written claim in such form and with supporting documents as specified by Buyer. Except as set forth in this section, Buyer shall not otherwise be liable to Seller or any subcontractor of Seller, and in no event shall Buyer be liable for loss of anticipated profit, unabsorbed overhead, product development and engineering cost, un-recovered depreciation costs, or general or administrative expense related to such termination. Buyer reserves the right to verify Seller's claims hereunder. IN NO EVENT, UNDER THIS OR ANY OTHER SECTION OF THIS PURCHASE ORDER, OR IN CONNECTION WITH ANY TRANSACTION BETWEEN BUYER AND SELLER, OR INVOLVING THE GOODS OR SERVICES COVERED BY THIS PURCHASE ORDER, SHALL BUYER BE LIABLE TO SELLER (OR TO ANYONE ASSERTING A CLAIM ON SELLER'S BEHALF) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS.

18. INSOLVENCY. Buyer may immediately cancel the Purchase Order with no liability to Seller in the event of insolvency of Seller; filing of a voluntary or involuntary petition in bankruptcy concerning Seller; appointment of a receiver or trustee for Seller; the making of an assignment for the benefit of creditors of Seller; or a comparable event.

19. EMERGENCY ORDER. Buyer may from time-to-time place emergency orders in addition to regular orders placed under this Agreement or may request that Seller deliver goods sooner than the time originally specified by Buyer. Seller agrees to exert its best efforts to comply with such emergency orders or revised timetable.

20. RECALL. Seller shall indemnify Buyer hereunder, to the extent attributable to Seller, for all liabilities, damages, costs or expenses incurred by Buyer (including, but not limited to costs for notification, replacement parts, returned parts, labor, penalties, fines and buybacks) as a result of any recall, service campaign or similar program initiated by Buyer's customer, or any governmental agency, with respect to the goods or the products of Buyer into which Seller's goods are incorporated.

21. INDEMNIFICATION. Seller shall indemnify and hold NAL and its affiliates, officers, directors, employees and agents harmless from and against any and all causes of action, claims, liabilities, losses, damages, costs or expenses (including attorney's fees) arising out of: (a) any actual or alleged infringement of any patent, copyright, trademark or any other intellectual property right covering any item purchased hereunder; (b) any death or injury to any person or damage to any property alleged to have resulted from any goods purchased hereunder or work performed by Seller; (c) failure of Seller or the goods to comply with applicable laws or safety regulations; and/or (d) any design or manufacturing defect relating to any of the goods.

22. INTELLECTUAL PROPERTY. Each party will retain ownership of its intellectual property right and technology as the same existed prior to negotiations leading to the issuance of this Purchase Order. Seller hereby grants Buyer a royalty-free, non-exclusive license to use any technology or know-how developed by Seller in the course of producing goods pursuant to this Purchase Order. In the event that Seller makes or creates any invention, patentable discovery, improvement or process based on technical data, information or proposals provided by Buyer, Seller shall notify Buyer thereof and the parties shall negotiate in good faith concerning the ownership of the intellectual property rights. In the event that Seller becomes involved in a dispute with any third party in connection with intellectual property right relating to goods, or it becomes likely that such a dispute will occur, Seller shall immediately notify Buyer in writing.

23. CONFIDENTIAL INFORMATION. Except as provided in Subsection (a) below neither party shall disclose to any third party, or use for any purpose other than the purchase or sale of goods under this Purchase Order, any Confidential Information of the other party without the other party's prior written consent. As used in this Purchase Order "Confidential Information" shall include but not be limited to all information regarding a party's current or future products, designs, marketing plans, processes, inventions, formulae, pricing and cost information, specifications, drawings, samples or other confidential or proprietary information or data furnished by one party to the other. "Confidential Information" shall not include any information that is publicly known through no fault of the receiving party, previously known to or developed by the receiving party, or received from a third party without breach of any confidentiality obligations imposed on that third party. Any documents or data prepared by Seller that incorporate or disclose any confidential information of Buyer shall be returned to Buyer upon demand or destroyed upon demand of Buyer and Seller shall promptly transmit a certification of such destruction.

(a) Buyer may disclose Seller's Confidential Information to its parent company, Koito Co., Ltd., and to NAL's affiliates, provided that NAL shall ensure that such parties are aware of and undertake to maintain the secret or confidential nature of Seller's Confidential Information. Seller may disclose Buyer's Confidential Information to any subcontractor that is approved by Buyer to the extent necessary for performing Seller's

obligations under this Purchase Order, provided that such subcontractors are identified to Buyer and are aware of and undertake to maintain the secret or confidential nature of Buyer's Confidential Information.

24. SUBCONTRACTING. Seller shall not subcontract any other party to furnish any completed or substantially completed goods covered by this Purchase Order without Buyer's prior written approval. Seller shall ensure that subcontractors comply with the terms and conditions of this Purchase Order. If Buyer notifies Seller that Buyer has an objection to a particular subcontractor, Seller shall cease subcontracting that work to such subcontractor.

25. INDEPENDENT CONTRACTOR. With respect to any Services provided by Seller under any Purchase Order, (a) unless otherwise agreed in writing, Seller shall be considered an independent contractor, and neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Buyer, and (b) Seller shall furnish or obtain, at Seller's expense, all labor, materials, equipment, transportation, facilities, permits, licenses, bonds, certifications and other items that are necessary to perform the Services.

26. INSURANCE. Unless Seller is self-insured and Buyer provides its written approval, Seller shall maintain insurance policies, including amounts of coverage, that are reasonable for the business conducted by Seller and sufficient to insure Seller against liability arising out of Seller performance under this agreement. At Buyer's request, Seller shall furnish certificates of insurance to Buyer. For **MRO** purposes, Seller will obtain and maintain insurance at its own cost and expense during the term of any Purchase Order or Agreement in coverage amounts that are adequate and customary for the nature of the Goods and Services provided by Seller, but in all circumstances not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, naming all Buyers as additional insureds, and covering, at a minimum, (a) general liability; (b) professional liability (to the extent professional Goods and Services are being performed under the Contract); (c) workers' compensation with statutory limits; and (d) any other coverage reasonably necessary to protect Seller and its agents and employees from any claims arising from its obligations under any Purchase Order or Agreement. Seller agrees to provide certificates of insurance, evidencing required insurance coverage, upon request by Buyer

27. RECORDS; AUDITS. Seller shall maintain accurate and complete records of all expenses incurred in the process of manufacturing and selling goods to Buyer. Such records shall be maintained in accordance with generally accepted accounting practices and in a manner that facilitates auditing. Buyer or its representatives may examine or audit such records at reasonable times during the term of this Purchase Order and for two years thereafter.

28. DRAWINGS AND SPECIFICATIONS. Seller shall furnish Buyer with specifications, concept sheets and other information and data that Seller acquires or develops during its performance under this Purchase Order, as well as all other information and data that Buyer deems necessary to understand the goods covered by this Purchase Order and their

manufacture.

29. INSPECTION OF FACILITIES. Seller shall permit Buyer to enter Seller's facilities at reasonable times to inspect the facilities; goods covered hereunder, the processing of the same, tooling and any other property owned by the Buyer.

30. TOOLING. Tooling shall be defined as all supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns or other equipment which have been directly or indirectly purchased or provided by Buyer and any tooling that has been or will be created by Seller for the purpose of producing goods. Seller shall not create any Tooling until authorized pursuant to procedures established from time to time by Buyer. Absent a separate agreement, Seller shall send invoices to Buyer after Buyer gives approval to invoice for the tooling. Tooling invoices will be paid in accordance with the Payment Terms described in Section 5 above. All invoices must be submitted within ninety (90) days of Buyer's approval date. Seller will not be paid on invoices received more than one (1) year after the approval date. All Tooling shall be the property of the Buyer. Possession of Tooling by Seller shall be deemed a bailment from Buyer. Seller agrees to execute any documents reasonably requested by Buyer in order to document Buyers' ownership of Tooling. Seller shall not acquire any rights or interest in Tooling except as expressly provided in this Purchase Order. Tooling shall be conspicuously marked as the property of Buyer. Seller covenants that so long as Seller has possession of Tooling, Seller will: (a) maintain the Tooling in good condition; (b) keep the Tooling insured against risk of fire or other loss or damage; and (c) keep Tooling free from any lien, security interest or encumbrance. Upon demand by Buyer at any time, seller shall either: (a) return Tooling pursuant to such method of shipment as Buyer shall specify; or (b) allow Buyer's agents or employees to enter Sellers premises, prepare the Tooling for shipments and remove Tooling. Buyer shall be responsible for the cost of the shipment. Seller shall only use the Tooling to manufacture goods for Buyer. Tooling shall not be moved from Sellers premises (except for repair or modification) without Buyer's prior written approval.

31. SPECIFIC BUYER REQUIREMENTS FOR MRO. If requested by Buyer, Seller will provide a dedicated account manager to ensure the timeliness and efficiency of all work completed by Seller under the Agreement. If requested, the account manager, in conjunction with a dedicated Buyer service representative will be the primary points of contact for Buyer and will take full responsibility for managing any issues that may arise related to the Goods or Services provided under this Agreement. Seller will also if requested provide an e-commerce solution capable of storing all Buyer's requirements related to the Goods and Services in catalogue format, as well as processing and tracking orders for decal prints and installation.

32. COMPLIANCE WITH LAWS. Seller shall comply with all federal, state, and local laws or regulations applicable to the goods covered by this Purchase Order or the manufacture of shipment thereof, including without limitation the Fair Labor Standards Act, laws prohibiting discrimination in employment, laws relating to protection of the environment and health and safety laws and regulations. The Seller represents and warrants

that it has investigated the source of all Goods (and of every component thereof) offered for sale pursuant to this Agreement for the purpose of ascertaining the character of labor used in the production of the Goods (and of its components) and that it will, on an ongoing and regular basis, continue to investigate and monitor the character of such labor for all Goods (and components thereof) hereinafter offered for sale to Buyer. The Seller shall furnish evidence of such investigations, as Buyer may from time-to-time request.

33. FORCED LABOR. Buyer prohibits all forms of Forced Labor in its supply chain and will reject any shipment containing goods that involve the use of Forced Labor. Seller and/or Affiliate should confirm that no form of Forced Labor was involved at any processing stage, directly or indirectly, e.g., in the sourcing, mining, production or manufacture in the whole or in part, of any goods sold to Buyer. "Forced Labor" includes any form of child, prison, indentured, bonded, coerced or involuntary labor or labor obtained through human trafficking or other forms of exploitation as well as situations where any of the indicators provided by the International Labor Organization (www.ilo.org) exist.

34. NO IMPLIED WAIVER. The failure of a party to enforce at any time any of the provisions of this Purchase Order, or to elect any option provided herein, shall in no way affect the right of such party to require such performance at any time thereafter, nor shall the waiver of any breach of a provision hereof be construed as a waiver of any succeeding breach of the same or any other provision.

35. NO ASSIGNMENT. No right or obligation under this Purchase Order shall be assigned by Seller without the prior written consent of Buyer.

36. FORCE MAJEURE. Neither Seller or Buyer shall be responsible to the other for any delay or failure to perform its obligations hereunder to the extent that the delay or failure to perform is caused by an event beyond its reasonable control and without fault or negligence, including acts of God, flood, fire, storm, earthquake, war sabotage, or actions by any government authority. The affected party shall promptly notify the other party. Strikes, labor disputes and financial inability to obtain raw materials by the Seller shall not constitute force majeure events. If requested, the Seller shall within ten days after request by the Buyer provide adequate assurance that the delay will not exceed 30 days. If adequate assurance is not provided, the Buyer may immediately terminate this Agreement upon notice.

37. GOVERNING LAW. All claims or disputes relating to the obligations or relationship of the Seller and Buyer, the purchase, sale or use of goods, or otherwise, including but not limited to the interpretation, validity, and enforcement of this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Illinois without reference to its conflicts of law provisions. The Seller and buyer opt out of the United Nations Convention on Contracts for the International Sale of Goods, which shall have no application to goods or the performance of the Seller and buyer under this Agreement.

38. OBSOLESCENCE. Seller agrees to comply with the

applicable terms in any agreement between the Buyer and its customer(s) relating to the disposition of obsolescence material. Buyer will at its discretion supply Seller with this information.

39. SERVERABILITY. If any provision of this Purchase Order is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

40. ENTIRE AGREEMENT; AMENDMENT. This Purchase Order, together with any attachments, exhibits or supplements specifically referenced herein constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersedes all prior or written understandings or agreements. This Purchase Order may only be amended by a written document executed by a duly authorized representative of Buyer.

41. DISPUTE RESOLUTION. All lawsuits, claims or disputes arising out of or related to this Agreement, the purchase, sale or use of Products or otherwise relating to the relationship of the parties shall be settled exclusively by binding arbitration in Chicago, Illinois. Any arbitration award rendered shall be final and binding, and judgment may be entered on such award in any court of competent jurisdiction.

42. CYBERSECURITY. Seller must: (a) maintain reasonable, risk-based cybersecurity programs, supported by appropriate policies and procedures, to protect the confidentiality, integrity, and availability of Confidential Information, prevent disruption of the supply of Goods and Services, and respond in a timely and effective manner to any cybersecurity incident that may compromise the confidentiality, integrity, or availability of Confidential Information or disrupt supply of Goods and Services; (b) notify the Buyer of any cybersecurity incident that affects the confidentiality, integrity, or availability of Confidential Information, disrupts or threatens to disrupt supply of Goods and Services, or otherwise reasonably could be expected to adversely affect Buyer; (c) assist Buyer and provide requested information to the extent permitted by law in the event of such a cybersecurity incident; (d) direct and take necessary steps to enable Seller to demonstrate, in accordance with reasonable measures identified by Buyer, that laptop computers or other devices are configured to operate reasonable, current cybersecurity protections (e.g., an up-to-date malware client) before such devices are permitted on the premises of any of Buyer's facilities; (e) adopt other reasonable cybersecurity measures identified by Buyer from time to time; and (f) upon request from Buyer, at Seller's expense, demonstrate compliance with this Section 41 through a third-party audit or other reasonable measure selected by Buyer.

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