

GLOBAL PURCHASE ORDER TERMS AND CONDITIONS

1. **General.** These Global Purchase Order Terms and Conditions, together with all other documents issued by Tecumseh Products Company and its Affiliated Companies¹ (together, “Tecumseh”) and specifically referenced herein, whether in written or electronic form, including, but not limited to Tecumseh’s supplier manual, applicable regional addendums (“Regional Addendums”) and, to the extent consistent herewith, terms memorialized in applicable pre-sourcing documents signed by an authorized Tecumseh representative, as such documents may be amended from time to time in accordance herewith, comprise Tecumseh’s Global Purchase Order Terms and Conditions (“Terms and Conditions”). The Terms and Conditions will apply to all purchase orders, requirements purchase orders and releases issued to a supplier for production and non-production goods (including tooling) and services (collectively, whether goods or services, “Supplies”) and, along with any such purchase order, requirements purchase order or release, represent the entire agreement between the parties in connection with the purchase and sale of such Supplies.

2. **Offer; Acceptance.** The purchase order, requirements purchase order or release to which the Terms and Conditions are applicable (collectively, this “Order”) is an offer to the supplier (“Supplier”) by the buyer (“Buyer”) to whom this Order is applicable for the purchase of the Supplies set forth in or otherwise applicable to this Order. Supplier is solely responsible for ensuring that it has and complies with current versions of the Terms and Conditions. This Order does not constitute an acceptance of any offer or proposal made by Supplier. Any reference in this Order to any offer or proposal made by Supplier is solely to incorporate the description or specifications of Supplies in the prior offer or proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in this Order. Supplier’s failure to deliver written objection to this Order within five (5) days of Supplier’s receipt thereof, Supplier’s written acceptance of this Order, Supplier’s commencement of any work under this Order, or any other conduct by Supplier that recognizes the existence of a contract with regard to the subject matter of this Order, constitutes Supplier’s acceptance of this Order. By accepting this Order, Supplier acknowledges having actual knowledge of the text of documents referenced herein. Any additional or different terms or conditions proposed by Supplier, whether in Supplier’s quotation form, acknowledgement form, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become part of the contract between the parties represented by this Order. THE TERMS AND CONDITIONS OF THIS ORDER ARE EXCLUSIVE. No course of dealing or usage of trade shall be applicable unless expressly incorporated into this Order. Except as set forth herein, this Order can be modified only in the manner described in Section 40.

3. **Order Duration.** Subject to Buyer’s termination rights, if this Order is a requirements purchase order or otherwise in the nature of a requirements contract or blanket purchase order, the agreement formed by this Order is binding on the parties for one year from the date this Order is transmitted to Supplier or, if an issuance date is stated on this Order, one year from that date. Subject to Buyer’s termination rights, and unless otherwise stated in this Order, this Order will automatically renew for successive one-year terms after the initial term unless Supplier provides written notice at least 180 days prior to the end of the then current term of its desire that this Order not be renewed. Upon receipt of Supplier’s written notice of non-renewal, Buyer shall have the option to extend this Order for an additional 180 days beyond the then current term by giving notice of such extension to Supplier (“Extended Term”) no later than thirty (30) days prior to the end of the then current term of this Order. If Buyer requests an Extended Term, this Order will terminate at the end of the Extended Term. Upon the expiration of any Order term or any Extended Term, Supplier shall cooperate with Buyer and provide all reasonably requested support and information required by Buyer to facilitate Buyer’s sourcing of the Supplies to a replacement supplier.

¹ “Affiliated Companies” shall mean any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including, but not limited to, subsidiaries, that directly or indirectly control, are controlled by, or are under common control with Tecumseh Products Company. For purposes of this definition, “control” means the power to, directly or indirectly, direct or cause the direction of, the management or operation policies of an entity through the ownership or control of at least 25% of the voting stock, partnership interests or other ownership interests.

4. Quantities. If this Order is a requirements purchase order or otherwise in the nature of a requirements contract or blanket purchase order, quantities listed or referenced, if any, are Buyer's best estimate of the quantities that it might purchase from Supplier for the term specified in this Order by issuance to Supplier of releases. Buyer may purchase quantities in addition to those listed or referenced at the prices set forth in this Order by issuance of additional releases. If no quantity is stated (either by specific units or a percentage of Buyer's requirements) or if the quantity stated is zero, then: (i) Supplier is obligated to supply Buyer's stated requirements for Supplies in quantities as specified by Buyer in releases issued to Supplier; (ii) unless expressly stated on the face of this Order, Buyer is not required to purchase Supplies exclusively from Supplier; and (iii) Buyer is required to purchase no less than one piece or unit of each of the Supplies and no more than those quantities identified as firm releases transmitted by Buyer to Supplier; and for services, Buyer is required to purchase such services to the extent expressly stated as a firm order in this Order or related statement of work issued by Buyer. Buyer may provide Supplier with estimates, forecasts or projections ("Estimates") of its future volume or quantity requirements for Supplies. Unless expressly agreed by Buyer, these Estimates are not a commitment by Buyer to purchase the quantities specified in the Estimate. Supplier acknowledges that Estimates, like any other forward looking assumption, 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.

5. Pricing and Invoicing. Unless Buyer agrees otherwise in writing in this Order, the purchase price(s) for Supplies under this Order include storage, handling, packaging, freight, insurance, transportation, taxes and all other expenses, costs and charges of Supplier to produce Supplies. All invoices under this Order must reference the Order number, Buyer's part number, Supplier's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, Supplier's name, and the Buyer assigned "supplier number," bill of lading number, and other information required by Buyer. Buyer may return incorrect invoices or related documents. Payment will be made against correct documentation on the payment terms specified in Section 11 of this Order. Under no circumstances will Buyer be liable for any of Supplier's business activity taxes or taxes on or measured by net income. Supplier represents and warrants that the prices to Buyer are and will be no less favorable than those which Supplier presently, or in the future, offers to any other customer for the same or similar supplies, goods or services in similar quantities. If, while this Order is in effect, Supplier offers a lower price for the same or similar supplies, goods, or services to any other customer, then Supplier will immediately offer Buyer the same price.

6. Delivery. (a) (i) Unless otherwise specified on the face pages of this Order, intra-continental delivery of Supplies shall be F.C.A. Supplier's facility (Incoterms 2000), (ii) inter-continental ocean delivery of Supplies shall be F.O.B. sea port (Incoterms 2000), and (iii) inter-continental air delivery of Supplies shall be F.C.A. airport (Incoterms 2000). (b) Time and quantities are of the essence under this Order. Unless otherwise agreed in writing by Buyer and Supplier, Supplier agrees to 100% on-time delivery of the quantities at the times specified by Buyer in this Order. Failure to meet agreed delivery and quantities shall be considered a breach of this Order and Supplier shall pay to Buyer any damages or expenses imposed upon or incurred by Buyer as a result of such breach. (c) Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Supplier to modify the price for Supplies covered by this Order. (d) Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries, or excess deliveries. (e) If delivery dates are not specified in this Order Supplier will procure materials and fabricate, assemble, and deliver Supplies only as authorized in releases issued to Supplier by Buyer. (f) Unless otherwise specified in writing by Buyer, title to any Supplies delivered under any Order shall transfer to Buyer upon receipt by Buyer at the Buyer facility specified on the Order.

7. Consignment. If the Order indicates that the Supplies are being acquired on a consignment basis, then the following terms shall apply to the transaction: (a) all product shall be shipped F.C.A. Supplier's facility (Incoterms 2000); (b) risk of loss to the Supplies shall transfer at the time the Supplies are received at Buyer's warehouse; (c) title to the Supplies shall transfer when the Supplies are removed by Buyer from Buyer's warehouse for use in production or sixty (60) days from the date that the Supplies were received at Buyer's

warehouse, whichever occurs first, provided; however Buyer reserves the right to extend the sixty (60) day period in the event that Supplier has provided Supplies in excess of Buyer's forecast; (d) payment terms for consigned Supplies shall be net thirty (30) from the date the Supplies are pulled from Buyer's warehouse for use in production.

8. Premium Freight; Shipping Costs; Related Costs. (a) If, due to its own acts or omissions, Supplier needs to employ an expedited shipping method to meet agreed upon delivery dates, Supplier shall pay all premium or increased freight costs associated therewith. If, as a result of Supplier's failure to comply with shipping or delivery requirements, Buyer incurs any costs or expenses, including, without limitation, costs charged by Buyer's customer(s) to Buyer, Supplier shall pay such costs and expenses. (b) Unless specifically agreed to in advance in writing by Buyer, Buyer is not liable for premium freight costs or expenses. (c) Supplier will reimburse Buyer for any expenses incurred as a result of improper packing, marking, routing, or shipping.

9. Packaging; Marking; Shipping; Disclosure; Special Warnings and Instructions. (a) Supplier agrees: (i) to properly pack, mark, and ship Supplies in accordance with the requirements of Buyer, the applicable carriers and the country of destination; (ii) to route the shipments in accordance with Buyer's instructions; (iii) to label or tag each package according to Buyer's instructions; (iv) to provide papers with each shipment showing the Order number, Buyer's part number, Supplier's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, Supplier's name, Buyer assigned "supplier number," and the bill of lading number; and (v) to promptly forward the original bill of lading or other shipment receipt for each shipment in accordance with Buyer's instructions and carrier requirements. (b) If requested by Buyer, Supplier will promptly provide Buyer the following information in the form requested: (i) a list of each of the components and materials making up the Supplies; (ii) the amount of each component and material in the Supplies, and (iii) information concerning any changes in or additions to such components or materials. (c) Before and at the time the Supplies are shipped, Supplier will give Buyer sufficient warning, in writing, of any hazardous material that is an ingredient or part of the Supplies (including, without limitation, Material Safety Data Sheets and appropriate labels on all Supplies, containers, and packing), together with any special handling instructions that are needed to advise carriers, Buyer, and their respective employees or other representatives about measures to be taken to prevent bodily injury or property damage while handling, transporting, processing, using or disposing of the Supplies, containers and packing. Supplier agrees to comply with all applicable foreign, federal, state, and local laws, ordinances, regulations, rules, orders, and standards (collectively, "Laws") pertaining to the Supplies, including, without limitation, product and warning labels. (d) Under no circumstances will shipping documents attached to or contained in the shipment display pricing information or any of Buyer's proprietary information. (e) In the event that no packing requirements are provided by Buyer, Supplier will pack the Supplies in accordance with the applicable Automotive Industry Action Group (AIAG) packing requirements (see <http://www.aiag.org/>). (f) Supplies must be shipped in accordance with the requirements of common carrier transportation of such items and in a manner so as to obtain the lowest rate available under freight, express, insurance, and/or Governmental regulations and classifications. Penalties or increased charges due to failure so to do will be charged to Supplier.

10. Inspection; Defective and Nonconforming Supplies; Audit. (a) Buyer or Buyer's agent may enter Supplier's facility at any reasonable time to inspect the facility, Supplies, materials, records regarding Supplies and materials, and any of Buyer's property covered by this Order. (b) Buyer's inspection of Supplies, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods despite any payment therefor. Buyer's acceptance, inspection, or failure to inspect does not relieve Supplier of any of its obligations, responsibilities, or warranties with respect to Supplies or otherwise. Nothing in this Order releases Supplier from the obligation of testing, inspection, and quality control. (c) Unless Buyer otherwise notifies Supplier, if defective or nonconforming Supplies are shipped to and rejected by Buyer, the quantities under this Order will not be reduced by the number of such nonconforming or defective Supplies. Supplier will replace any such rejected nonconforming or defective Supplies without a new Order from Buyer. (d) In addition to other remedies available to Buyer, (i) Supplier agrees to authorize return, at Supplier's risk and expense at full invoice price, plus transportation charges, within one (1) working day of Buyer's notification and to replace defective Supplies as Buyer deems necessary, and/or (ii) with regard to nonconforming and defective Supplies, at any time prior to shipment from Buyer's plant, Buyer may have Supplier correct or

replace any such Supplies, and (iii) Supplier will reimburse Buyer for all reasonable expenses that result from any rejection or correction of nonconforming and defective Supplies. (e) After receipt of a sample of nonconforming or defective Supplies, Supplier will document corrective actions within a commercially reasonable period and will take whatever measures necessary to contain and correct the nonconformance or defect. (f) Payment for defective or nonconforming Supplies is not an acceptance of such Supplies by Buyer, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Supplier's responsibility for latent defects. (g) In addition to the inspection rights set forth in subsection (a) above, upon reasonable notice to Supplier, either Buyer or Buyer's customer may conduct routine audits at Supplier's production facility for the purposes of verification of compliance by Supplier of this Order.

11. Payment. (a) If not otherwise specified in this Order, Buyer's payment will be made net ninety (90) days from the later to occur of receipt by Buyer of Supplies at the final shipment location as described on the face of the Order documents or correct invoice applicable to such Supplies, except in the case of tooling, which shall be paid for as set forth in Section 42 below. (b) Buyer may withhold payment to the extent of any reasonable dispute regarding the amount due under any Order and pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances, or claims on Supplies provided under this Order. (c) Unless otherwise agreed by the parties, in writing, payment will be made in U.S. dollars.

12. Changes. (a) Buyer reserves the right to direct changes, or to cause Supplier to make changes, to drawings, specifications, samples or descriptions of Supplies. Buyer also reserves the right to otherwise change the scope of the work covered by this Order, including work with respect to such matters as inspection, testing, and control. Supplier agrees to promptly make any requested changes. Supplier agrees to notify Buyer within five (5) days after receiving notice of a change if Supplier expects that the change results in a difference in price or time for performance. Buyer can request additional documentation from Supplier of the need for a different price or time for performance. After receiving all requested documentation, Buyer may, at its discretion, equitably adjust the price or time for performance. If Supplier does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, the parties agree that the Buyer's requested change did not affect the price or time for performance. (b) Supplier will not make any change in the Supplies' design, materials, components, processing, packing, marking, shipping, or date or place of delivery except at Buyer's written instruction or with Buyer's written approval.

13. Warranties. (a) Supplier expressly warrants and guarantees to Buyer, to Buyer's assigns and customers, and to users of Buyer's products, that all Supplies delivered to Buyer will: (i) conform to the specifications, standards, drawings, samples, descriptions, and revisions as furnished to or by Buyer; (ii) conform to all applicable Laws in countries where Supplies or other products incorporating Supplies are to be sold; (iii) be merchantable, safe, and free of defects in design (to the extent designed by Supplier), materials and workmanship; (iv) be selected, designed (to the extent designed by Supplier), manufactured or assembled by Supplier based upon Buyer's intended use and be fit and sufficient for the purposes intended by Buyer; and (v) be free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement. The foregoing warranties are in addition to those available to Buyer by applicable Laws. (b) The warranty period for the Supplies shall be the longer of (i) any warranty period provided by applicable Laws, (ii) any warranty period provided by Buyer to Buyer's customer for Supplies installed on or as part of Buyer's product, and (iii) any warranty period provided by Buyer's customer to its customers for Supplies installed on or as part of such Buyer's customer's product. (c) Supplier hereby waives and agrees to waive any time limitation to which the foregoing warranties are subject in the event that after any applicable warranty period has expired, there are failures of a statistically significant portion of the Supplies purchased under this Order, or a defect in Supplies is discovered which, in Buyer's opinion, poses a significant threat of damage to property or to the health or safety of any person.

14. Supplier Quality and Development; PPAP; Parts Identification. (a) Supplier will conform to the quality control standards and inspection system, as well as related standards and systems (including, without limitation, quality control policies, ISO 9000, QS 9000, and TS 16949), as such may be required by Buyer, and (to the extent directed by Buyer) Buyer's customers. (b) Supplier will also participate in the quality and

development programs of Buyer and (to the extent directed by Buyer) Buyer's customers that apply to the Supplies described in this Order. (c) Unless otherwise specifically agreed by Buyer, in writing, Supplier agrees to meet the full requirements of Automotive Industry Action Group Production Part Approval Process (PPAP) (see <http://www.aiag.org/>), or as specified by Buyer and (as applicable) Buyer's customers and agrees to present PPAP information to Buyer upon request, at the level requested. (d) Supplies that are a completed part shall permanently bear specific identification, if any, as set forth in Buyer's specifications, associated proper level print/drawing and/or Order for same. Types of identification may include, without limitation, Buyer's part number and name or code name, Supplier's part number, and Supplier's date of manufacture. (e) Supplier will at its expense supply samples in accordance with the applicable quantity and quality standards set forth above if samples are specified as required by an Order.

15. Remedies. The rights and remedies reserved to Buyer in this Order shall be cumulative with, and additional to, all other legal or equitable remedies. Buyer will notify Supplier if any Supplies fail to conform to the warranties set forth in this Order, or if Supplier fails to comply with or breaches any of Supplier's representations in this Order or any of the terms and conditions of this Order, or if Supplier (or its agents, employees, or subcontractors) commits any other negligent or wrongful act or omission. Supplier will not knowingly deliver nonconforming Supplies. If, however, Supplier is aware of a situation whereby it is otherwise unable to satisfy the terms and conditions of an Order without receipt of a waiver from Buyer, Supplier will seek Buyer's written waiver of such breach in advance of delivery of nonconforming Supplies. In the event that Buyer provides a waiver, Supplier will identify the waived delivery with unique labeling or signage, and attach a copy of the written waiver to the standard delivery documentation. At Buyer's request, Supplier will reimburse Buyer for any incidental or consequential damages caused by nonconforming Supplies, including but not limited to, costs, expenses, and losses incurred directly or indirectly by Buyer or its customers: in inspecting, sorting, repairing or replacing the nonconforming Supplies; and from personal injury (including death) or property damage caused by the nonconforming Supplies. Consequential damages include, without limitation, attorneys' fees and other professional fees incurred by Buyer. If requested by Buyer, Supplier will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming or defective Supplies, and will participate in and comply with any warranty reduction or related programs of Buyer or (to the extent directed by Buyer) Buyer's customers. In any action brought by Buyer to enforce Supplier's obligation to sell and deliver Supplies under this Order, the parties agree that Buyer does not have an adequate remedy at law, and that Buyer is entitled to specific performance of Supplier's obligations under this Order. Fulfillment of all terms and conditions, formal, procedural, substantial, or otherwise, is prerequisite to fulfillment of this Order, including, without limitation, the right to receive payment of the purchase price.

16. Indemnification. In addition to indemnification provisions contained elsewhere in this Order: (a) To the fullest extent permitted by Laws, Supplier will defend, indemnify, and hold harmless Buyer, Buyer's affiliates, officers, directors, representatives, and agents, Buyer's successors and assigns, Buyer's customers (both direct and indirect, including, without limitation, original equipment manufacturers incorporating the Supplies into their goods), and dealers and users of the products sold by Buyer, from and against all damages, claims, demands, losses, liabilities and expenses (including, without limitation, attorneys' fees and other professional fees, settlements and judgments) arising from or resulting in any defective Supplies or from any negligent or wrongful act or omission of Supplier, or Supplier's agents, representatives, employees or subcontractors, or any breach or failure by Supplier to comply with any of Supplier's representations, warranties or other terms and conditions of this Order. Supplier's obligation to defend and indemnify under this Section 16 shall apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise. Notwithstanding the expiration of any warranty period with respect to the Supplies, Supplier will comply and cooperate with Buyer and indemnify and hold Buyer harmless with respect to the cost of any voluntary or involuntary recall campaigns and other corrective service actions that, in Buyer's reasonable judgment, are required to rectify non-conformities in Supplies that are the result of a breach of Supplier's warranties with respect to Supplies, or which would have been a breach of the Supplier's warranties had the non-conformity been discovered during the warranty period for the applicable Supplies, whether such recall campaigns are mandated by any governmental entity, Buyer's customers or Buyer. (b) If Supplier performs any work on Buyer's or Buyer's affiliate's or customer's premises or utilizes the property of Buyer or Buyer's affiliate or customer, whether on or off Buyer's or Buyer's affiliate's or customer's premises: (i)

Supplier will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (ii) Supplier's employees, contractors, and agents will comply with all rules and regulations that apply to the premises; (iii) Supplier's employees, contractors, and agents will not possess, use, sell, transfer, or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (iv) to the fullest extent permitted by Laws, Supplier will indemnify and hold Buyer and its affiliates and customers (and their respective officers, directors, employees, agents and successors and assigns) harmless from and against any damages, claims, demands, losses, liabilities and expenses (including, without limitation, attorneys' fees and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer and its affiliates and customers (and their respective officers, directors, employees, agents and successors and assigns) or any other person or entity if the claims arise from or in connection with Supplier's work on the premises or Supplier's use of Buyer's or Buyer's affiliate's or customer's property. In furtherance of and to the extent necessary to effectuate the foregoing, Supplier hereby expressly waives any and all statutory and/or constitutional immunity to which, but for this waiver, it might be entitled (i) as an employer in compliance with the State of Michigan's workers' compensation laws or (ii) under any other employee benefit statutes or similar laws of any jurisdiction.

17. Insurance. Supplier shall maintain insurance coverage for the Supplies and Supplier's operations, affiliates, and property in amounts as may be reasonably requested by Buyer or (to the extent directed by Buyer) Buyer's customer, but in any event, for as long as Supplier's obligations to indemnify Buyer remain in effect, Supplier will maintain comprehensive liability insurance, including product liability coverage, in minimum amounts of One Million Dollars (\$1,000,000) U.S. currency per occurrence and Two Million Dollars (\$2,000,000) U.S. currency in the aggregate, One Million Dollars (\$1,000,000) U.S. currency per occurrence for damage and/or injury to property and Worker's Compensation Insurance as required by law. Such coverage shall be on a date of occurrence form. The insurance coverage required herein shall be provided by an insurance company or companies with a rating of at least A and financial size "X" or greater in Best's Insurance Guide. Supplier shall on annual basis provide Buyer with certificates of insurance evidencing such coverage and naming Buyer, its subsidiaries and affiliates as additional insureds. Each certificate shall indicate that the coverage represented thereby shall not be canceled nor modified until at least sixty (60) days prior written notice has been given to Buyer. All certificates of insurance shall be mailed by Supplier to Buyer at its address for notice as set forth in this Order. The existence of insurance does not release Supplier of its obligations or liabilities under this Order.

18. Compliance with Laws. Supplier, and any Supplies and packaging therefor supplied by Supplier, as well as the suppliers to Supplier, shall comply with all applicable Laws, treaties and conventions that relate to the manufacture, labeling, transportation, sale, importation, exportation, licensing, approval, or certification of the Supplies, including Laws, treaties and conventions relating to environmental matters, to source and chain of custody for conflict minerals, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. This Order incorporates by reference all clauses required by these Laws, treaties and conventions. All components and materials used by Supplier in the Supplies or in their manufacture shall satisfy current governmental and safety constraints on restricted, toxic, and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Supplier will defend, indemnify, and hold harmless Buyer from and against any liability, claims, demands, or expenses (including attorneys' fees and other professional fees, settlements and judgments) relating to Supplier's noncompliance with this Section.

19. REACH Regulation. (a) Supplier represents, warrants, certifies and covenants that each chemical substance constituting, or contained in, Supplies sold or otherwise transferred to Buyer is in compliance with the requirements of the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation, and Restriction of Chemicals No. 1907/2006/EC (the "REACH Regulation"). In particular, each chemical substance constituting, or contained in, Supplies sold or otherwise transferred to Buyer is (i) pre-registered if required, and registered if required, under the REACH Regulation; (ii) not restricted under Annex XVII of the REACH Regulation; and, (iii) if subject to authorization under the REACH Regulation, authorized for Buyer's use. (b) Supplier shall monitor the publication and the update by the European Chemical Agency of the

list of substances meeting the criteria for authorization under the REACH Regulation (the “Candidate List”) and immediately notify Buyer if any of the goods sold or otherwise transferred to Buyer contains more than 0.1% of any substance(s) proposed for listing in the Candidate List in pursuance of Article 33.1 of the REACH Regulation. (c) Supplier shall provide all information on the conditions of use and of exposure required under the REACH Regulation.

20. Customer Requirements. Supplier agrees to comply with the applicable terms and conditions of any agreements (“Customer Purchase Orders”) received by Buyer from a third party (“Customer”) and made known to Supplier, in which Buyer agrees to supply to Customer, or incorporate into goods supplied to Customer, Supplies purchased by Buyer from Supplier. Supplier will use its best efforts to enable Buyer to meet the terms and conditions of the Customer Purchase Orders. If this Section conflicts with any other Section in this Order, Buyer shall have the right to have the provisions of this Section prevail.

21. Insolvency. This Order may be terminated immediately by Buyer without liability to Supplier upon the occurrence of any of the following events, or any other comparable events, and Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including, without limitation, attorneys’ and other professional fees: (a) Supplier becomes insolvent; (b) Supplier files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against the Supplier; (d) a receiver or trustee is appointed for Supplier; (e) Supplier needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under this Order; (f) Supplier executes an assignment for the benefit of creditors, or (g) Buyer, in its sole judgment, determines that Supplier’s condition, financial or otherwise, shall be such as to endanger Supplier’s performance hereunder.

22. Termination for Breach or Nonperformance. Buyer reserves the right to terminate all or any part of this Order, without liability to Supplier, if Supplier: (a) repudiates, breaches, or threatens to breach any of the terms of this Order, including Supplier’s warranties; (b) fails to perform or threatens not to perform services or deliver Supplies as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within five (5) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; (d) sells, or offers to sell, a substantial portion of its assets used for the production of Supplies for Buyer, or sells or exchanges, or offers to sell or exchange, an amount of its stock or other equity interests that would result in a change in control of Supplier; or (e) fails to remain competitive with respect to quality, technology, delivery and pricing of the Supplies. Supplier shall notify Buyer within five (5) days after entering into any negotiations that could lead to the situation specified in subsection (d) above; upon Supplier’s request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transactions.

23. Termination. (a) In addition to any other rights of Buyer to cancel or terminate this Order, Buyer may, at its option, immediately terminate all or any part of this Order at any time and for any reason by giving written notice to Supplier, and notwithstanding the existence of any event of force majeure as defined in this Order. (b) Upon receipt of any notice of termination, and unless otherwise directed by Buyer, Supplier will (i) terminate promptly all work under this Order; (ii) transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Supplier produced or acquired in accordance with the terms and conditions of this Order and which Supplier cannot use in producing goods for itself or for others; (iii) verify and settle any claims by subcontractors for actual costs made unrecoverable by the termination and ensure the recovery of materials in subcontractor’s possession; (iv) take actions reasonably necessary to protect property in Supplier’s possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (v) upon Buyer’s reasonable request, cooperate with Buyer in transferring the production of Supplies to Buyer or a different supplier. (c) Upon termination by Buyer under this Section 23, Buyer’s obligation to Supplier will be to pay to Supplier: (i) at the purchase price applicable to this Order, the purchase price for all finished Supplies that conform to the requirements of this Order and were not previously paid for; and (ii) Supplier’s reasonable actual cost of work-in-process and the parts and materials transferred to Buyer in accordance with subsection (b)(ii) above. (d) Upon termination of this Order under this Section 23, Buyer’s obligation to Supplier shall not

exceed the obligation Buyer would have had to Supplier in the absence of termination. (e) Within one (1) month after the effective date of termination under this Section 23 (or such shorter period as may be required by Buyer's customer), Supplier will furnish its termination claim to Buyer, which shall consist exclusively of the items of Buyer's obligation to Supplier that are listed in subsection (c) above. Buyer may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim. (f) Buyer will not have any obligation under subsections (a), (c), (d) or (e) above, if Buyer terminates Buyer's obligations under this Order because of a default, nonperformance, or breach by Supplier as provided in Section 22. Notwithstanding anything herein to the contrary, Buyer shall have no obligation to pay Supplier for anything, including, without limitation, Supplies, raw materials, tooling, finished goods, or work-in-process, that Supplier fabricates or procures in amounts that exceed those authorized in releases at the effective date of termination of this Order. Notwithstanding anything herein to the contrary, unless otherwise expressly agreed to in writing by Buyer, Buyer shall have no obligation for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for anything, including, without limitation, loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, or unamortized depreciation costs.

24. Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes acts of God; terrorism, restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; natural disasters; wars; sabotage; inability to obtain power; or court injunction or order; provided that an event of force majeure shall not include any labor disruptions, strikes, lockouts or slowdowns, or lack of or inability to obtain raw materials, fuel, or supplies. Written notice of such delay (including the anticipated duration of the delay) must be given to the other party as soon as possible after the commencement of the occurrence (but no more than five (5) days thereafter). During the delay or failure to perform by Supplier, Buyer, at its option, (a) may purchase Supplies from other sources and reduce its Orders to Supplier by such quantities, without liability to Supplier; or (b) may ask Supplier to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under this Order; or (c) have Supplier provide Supplies from other sources in quantities and at a time requested by Buyer and at the purchase price set forth in this Order. In addition, Supplier, at its expense, shall take all necessary actions to ensure the supply of Supplies to Buyer for a period of at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contracts. If Buyer requests, Supplier shall, within five (5) days of Buyer's request, provide adequate assurance that the delay will cease within thirty (30) days of Buyer's request.

25. Technical Information Disclosed to Buyer. (a) Unless the parties agree otherwise, in writing, no information disclosed in any manner at any time by Supplier to Buyer will be deemed secret or confidential. (b) Supplier agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's customers, or their respective suppliers, with respect to any technical information that Supplier has disclosed or may disclose to Buyer in connection with the Supplies covered by this Order.

26. Proprietary Rights. (a) Supplier may not release or disclose Buyer's Property (as defined in Section 29) to any third party without the express written permission of Buyer. (b) Supplier agrees: (i) to defend, hold harmless and indemnify Buyer, its assigns and customers from and against claims of actual or alleged direct or contributory infringement or inducement to infringe any proprietary right (including any patent, trademark, copyright, or moral, industrial, design, or other proprietary right or misuse or misappropriation of trade secret), and from and against any resulting damages or expenses (including attorneys' and other professional fees, settlements and judgments) arising in any way in relation to Supplies covered by this Order (including without limitation their manufacture, purchase, use and/or sale), including such claims where Supplier has provided only part of the Supplies, and Supplier expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specifications; (ii) to waive any claim against Buyer, including any hold harmless or similar claim, in any way related to a third-party claim asserted against Supplier or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, or moral, industrial, design, or other proprietary

right or misuse or misappropriation of trade secret), including claims arising from specifications furnished by Buyer; (iii) that Buyer, Buyer's subcontractor, or direct and indirect customers (including their affiliates and subcontractors) have the worldwide, irrevocable right to repair, reconstruct, or rebuild, and to have repaired, reconstructed or rebuilt, Supplies delivered under this Order without payment of any royalty or other compensation to Supplier; (iv) that manufactured parts based on Buyer's drawings or specifications may not be used for Supplier's own use or sold to third parties without Buyer's express written authorization; (v) to assign to Buyer each invention, discovery, or improvement (whether or not patentable) that is conceived or first reduced to practice by Supplier, or by any person employed by or working under the direction of Supplier, in the performance of this Order; (vi) that if the sale or use of the Supplies is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Supplier will, at Buyer's election and Supplier's sole expense, procure for Buyer the right to continue using the Supplies, replace the same with equivalent non-infringing goods or modify such Supplies so they become non-infringing. Upon completion of this Order, Supplier will promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and will cause its employees and any other persons or entities working for or under the direction of Supplier to sign any papers necessary to enable Buyer to obtain title to and to file applications for patents throughout the world; and (vii) to the extent that this Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire", and Supplier hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein. (c) Unless otherwise expressly agreed by Buyer, in writing, all Supplies or other deliverables provided under this Order (including, for example, computer programs, technical specifications, documentation and manuals) shall be original to Supplier and shall not incorporate any intellectual property rights (including copyright, patent, trade secret, mask work or trademark rights) of any third party. (d) Unless otherwise expressly agreed by Buyer, in writing, all Supplies or other deliverables provided under this Order, and all related intellectual property rights, are owned by Buyer and not by Supplier. (e) Supplier will ensure that the terms of its contracts with its subcontractors will be consistent with the terms of this Section.

27. Service and Replacement Parts. So that Buyer can satisfy the current model service and replacement parts requirements of itself and its customers, Supplier agrees to supply Buyer with Supplies, component parts, and materials that are the same as the Supplies, component parts, and materials that Buyer purchases under this Order at the price(s) set forth in this Order plus any actual cost differential for packaging for a period of ten (10) years following conclusion of mass production of the Supplies. If the Supplies are systems or modules, Supplier agrees to sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in this Order, less assembly costs, plus any actual cost differential for packaging. After Buyer completes its purchase for its customers' current model requirements, Supplier will sell Supplies to Buyer in order to fulfill Buyer's past model service and replacement parts requirements, at price(s) based on the most recent price(s) under this Order, taking into account differences in the cost of materials, packaging, and costs of production after the current model purchases have been completed, as mutually agreed upon by both parties. At Buyer's request, Supplier will make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

28. Confidentiality. Supplier acknowledges that Buyer may disclose confidential, proprietary and trade secret information in connection with an Order, Supplies, Buyer's Property or otherwise. Supplier agrees to keep all confidential, proprietary and trade secret information of Buyer, whether such information is marked or identified as confidential, in the strictest confidence and shall not use such information for the benefit of Supplier or any third-party without the prior express written approval of Buyer which may be withheld in Buyer's sole discretion. Supplier's obligations under this Section shall continue for a period of five (5) years from the date of disclosure or, in the case of trade secrets, in perpetuity. The restrictions and obligations contained in this Section impose no obligation upon Supplier with respect to confidential, proprietary and trade secret information that Supplier can demonstrate: (a) was in the Supplier's possession before receipt from the Buyer, (b) is or becomes a matter of public knowledge through no fault of Supplier, (c) is rightfully received by Supplier from a third-party rightfully possessing such information without a duty of confidentiality, (d) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that Supplier provides Buyer with reasonable prior notice of such disclosure so that Buyer may attempt to obtain a protective order, (f) is disclosed by the Supplier with Buyer's prior written approval in accordance with such written approval, or (g) is

independently developed by Supplier without access to Buyer's confidential, proprietary or trade secret information.

29. Buyer's Property. All property, including, but not limited to, all tooling, equipment, fixtures, tools, gauges, jigs, patterns, castings, cavity dies, molds, patterns, designs, drawings, spare parts, trial parts, dunnage, racks, and containers, along with all related appurtenances, accessions, and accessories, and all documents, standards or specifications, trade secrets, information, materials (including whether or not such materials are in any way modified, altered or processed), and other items furnished by Buyer, either directly or indirectly, to Supplier to perform this Order, or for which Supplier is reimbursed by Buyer, shall be and remain the property of Buyer ("Buyer's Property"). Buyer does not guarantee the accuracy, availability or suitability of any of Buyer's Property. Supplier agrees carefully to check and approve all of Buyer's Property prior to using it. Supplier shall assume all risk of death or injury to persons or damage to property arising from use of Buyer's Property. Buyer's Property will be held by Supplier or by a third party, to the extent that Supplier subject to Buyer's prior consent has transferred possession of Buyer's Property to a third party, on a bailment basis, as a bailee-at-will. Supplier bears the risk of loss of and damage to Buyer's Property. Buyer's Property shall be housed, maintained, repaired and replaced by Supplier at Supplier's expense, shall not be used by Supplier for any purpose other than the performance of this Order, shall be deemed to be personal property, shall be conspicuously marked by Supplier as property of Buyer, shall not be commingled with the property of Supplier or with that of a third person, and shall not be moved from Supplier's premises without Buyer's approval. Supplier shall insure Buyer's Property with full fire and extended coverage insurance for its replacement value, and ensure that Buyer is named as an additional insured in connection with such insurance. Buyer shall have the right to enter Supplier's premises at any time to inspect Buyer's Property and Supplier's records regarding Buyer's Property. Only Buyer (or Buyer's affiliates) has any right, title or interest in Buyer's Property, except for Supplier's limited right, subject to Buyer's unfettered discretion, to use Buyer's Property in the manufacture of Supplies. Buyer and its affiliates shall have the right to take immediate possession of Buyer's Property at any time without payment of any kind. Supplier agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Likewise, effective immediately upon written notice to Supplier, without further notice or court hearings, Buyer has the right to enter the premises of Supplier and take possession of all of Buyer's Property. Supplier expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. Supplier grants to Buyer a limited power of attorney to execute and record on Supplier's behalf any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At Buyer's request, Buyer's Property shall be immediately released to Buyer or delivered by Supplier to Buyer either (a) F.C.A. Supplier's plant (Incoterms 2000), properly packed and marked in accordance with the requirements of Buyer's selected carrier, or (b) to any location designated by Buyer, in which case Buyer will pay Supplier the reasonable costs of delivery. Supplier waives and releases, to the extent permitted by Laws, any lien or other rights that Supplier might otherwise have on Buyer's Property. Notwithstanding the foregoing, in the event Buyer and Supplier now or hereafter enter into a separate agreement regarding Buyer's Property (a Tooling Agreement, for example), the terms of such agreement shall control with respect to the Buyer's Property which is the subject thereof.

30. Supplier's Property. Supplier, at its expense, shall furnish, keep in good condition, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, and items other than Buyer's Property that are necessary for the production of Supplies ("Supplier's Property"). Supplier shall insure Supplier's Property with full fire and extended coverage insurance for its replacement value. If Supplier uses Supplier's Property to produce goods or services, similar to Supplies, for other customers, including aftermarket customers, such goods or services shall not incorporate any of Buyer's intellectual property, including, but not limited to, logos, trademarks, patents, trade names, part numbers, trade dress, know-how or industrial design rights. Supplier shall not disclose or imply in its marketing efforts that these goods or services are equivalent to those purchased by Buyer. Supplier grants to Buyer an irrevocable option to take possession of and title to Supplier's Property that is special for the production of Supplies under this Order upon payment to Supplier of its net book value less any amounts that Buyer has previously paid to Supplier for the cost of these items. Buyer may exercise this option at anytime and upon such exercise by Buyer, Supplier will cooperate with Buyer's removal of Supplier's Property from Supplier's premises. This option does not apply if Supplier's Property is

used to produce goods that are the standard stock of Supplier or if a substantial quantity of like goods are being sold by Supplier to others.

31. Customs; Related Matters. (a) Credits or benefits resulting from this Order, including trade credits, export credits, or the refund of duties, taxes, or fees, belong to Buyer. Supplier will provide all information and certificates necessary to permit Buyer (or Buyer's customers) to receive these benefits or credits. (b) Supplier agrees to fulfill any customs or international trade association related obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Supplies are Supplier's responsibility unless otherwise indicated in this Order, in which case Supplier will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Supplier will promptly notify Buyer in writing of any material or components used by Supplier in filling this Order that Supplier purchases in a country other than the country in which the Supplies are delivered. Supplier will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Supplier will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies' purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Supplier will mark Supplies ("Made in [country of origin]"). Supplier will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Supplier warrants that any information that is supplied to Buyer about the import or export of Supplies is true and that all sales covered by this Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported. (c) At all times during the term and any Extended Term of this Order Supplier agrees to have in place, and to ensure that its suppliers and other applicable business partners have in place, security processes, procedures and programs with respect to Supplies and supply chain security that are appropriate and consistent with industry and international trade standards for the Products contemplated hereby and otherwise as reasonably requested by Buyer. Buyer may audit such processes, procedures and programs at any time upon request.

32. Set-Off; Recoupment. In addition to any right of setoff or recoupment provided by Laws, all amounts due to Supplier shall be considered net of indebtedness of Supplier and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer shall have the right to set off against or to recoup from any payment or other obligation owed to Supplier, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Supplier or its affiliates or subsidiaries. Buyer will provide Supplier with a statement describing any offset or recoupment taken by Buyer.

33. No Advertising. Without first obtaining Buyer's written consent, Supplier shall not advertise or publish in any manner the fact that Supplier has contracted to furnish Buyer the Supplies covered by this Order, or use any trademarks or trade names of Buyer in Supplier's advertising or promotional materials.

34. Relationship of Parties. Supplier and Buyer are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other for any purpose. This Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

35. Non-Assignment. Supplier may not assign or delegate or subcontract its obligations under this Order without Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion. In the event of any approved assignment, delegation, or subcontract authorized by Buyer, (a) Supplier retains all responsibility for Supplies, including, without limitation, all related warranties and claims, unless otherwise expressly agreed in writing by Buyer, and (b) Buyer, at its sole discretion, may arrange to pay such assignee, delegatee or subcontractor directly or jointly with Supplier. Buyer will have the right to assign any benefit or duty under an Order to any third party upon notice to Supplier with or without consent.

36. Notices; Electronic Communications and Signatures. All notices, consents, approvals, records, and other communications required or permitted to be held or delivered pursuant to this Order, and all disputes to be resolved in connection with this Order, shall be held, delivered, and resolved in the English language and, if

applicable, any other language required by the Laws of the jurisdiction in which this Order originates. Supplier shall comply with any reasonable method of electronic communication specified by Buyer, including requirements for electronic funds transfer, purchase order transmission, releases, electronic signatures, and communication.

37. Governing Law; Jurisdiction. All disputes between the parties, including those arising, directly or indirectly, under this Order or the performance or breach of this Order, shall be adjudicated exclusively in the Circuit Court for the County of Washtenaw, State of Michigan or, if subject matter jurisdiction exists, the U.S. District Court for the Eastern District of Michigan unless otherwise provided in a Regional Addendum. The parties stipulate that the referenced venues are convenient. All disputes between the parties under this Order will be construed, governed and controlled in all respects by the laws of the State of Michigan unless otherwise provided in a Regional Addendum. The UN Convention for the International Sale of Goods is expressly excluded. Unless otherwise provided in a Regional Addendum, in the event that the Supplier is located outside of the United States, then Buyer shall have the option of submitting any dispute, controversy or claim, arising under this Order or otherwise, to binding arbitration. Such arbitration will take place before one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall take place in the City of Detroit, State of Michigan. The arbitration award may be entered as a final judgment in any court of competent jurisdiction. The Federal Arbitration Act, 9 USC §1, *et seq.* will apply to the application and interpretation of this arbitration provision. Notwithstanding the foregoing, any request for injunctive relief may be brought by Buyer in any court(s) having jurisdiction over Supplier and/or Supplier's property and Supplier consents to the jurisdiction of such court. Moreover, Supplier acknowledges that to the extent this Order relates to the supply of Supplies for use as, or fabrication into, parts or components of larger systems, money damages would not be sufficient to remedy any actual anticipatory or threatened breach of this Order by Supplier with respect to the delivery of Supplies, and that, in addition to all other rights and remedies, Buyer shall be entitled to specific performance and injunctive relief as a remedy for any such breach or threatened breach.

38. Severability. If any term of this Order is invalid or unenforceable under any applicable Laws, the term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such Laws. The remaining provisions of this Order shall remain in full force and effect.

39. Survival. The obligations of Supplier to Buyer survive termination of this Order, except as otherwise provided in this Order.

40. Entire Agreement; Modifications; No Implied Waiver. (a) This Order, together with the attachments, exhibits, supplements, or other terms of Buyer specifically referenced in this Order, constitutes the entire agreement between Supplier and Buyer with respect to the matters contained in this Order and supersedes all prior oral or written representations and agreements. Except as expressly set forth herein, this Order may only be modified by a written amendment executed by authorized representatives of each party or, in the case of changes within the scope of Section 12 by an Order amendment issued by Buyer. (b) The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require performance at any later time, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any later breach of the same or any other provision of this Order.

41. Sales Tax Exemption. Buyer certifies that Supplies purchased under this Order and identified as industrial processing are eligible for state and federal sales tax exemption under the federal identification number indicated on the face of this Order or otherwise provided by Buyer.

42. Tooling. The provisions of this Section apply only to orders by Buyer for tooling, tools, fixtures or other equipment ("Tooling") from Supplier. All Tooling is to be made to Buyer's specifications (or, where directed by Buyer, those of Buyer's customer). Supplier agrees that any agreement for the purchase or fabrication of Tooling ("Tooling Contract") with a supplier of Tooling ("Toolmaker") will (a) direct the Toolmaker to supply the Tooling only in accordance with Buyer's specifications, (b) be subject to the prior review and approval by Buyer upon request, (c) permit assignment thereof to Buyer to enable Buyer to exercise all rights of Supplier

thereunder, (d) provide that Toolmaker shall afford to Buyer the rights of access at any time upon request of Buyer to the Tooling to inspect work performed and to verify charges submitted by Supplier against this Order, (e) provide that the Toolmaker shall afford to Buyer the right of possession of the Tooling (including all simulations, test data and other information necessary to manufacture, install and otherwise use such Tooling) at any time upon request of Buyer, (f) name Buyer as an express third-party beneficiary in the Tooling Contract, (g) provide that title to the Tooling will pass directly from the Toolmaker to Buyer, and (h) if the Tooling is not made in North America, provide that Supplier shall be the importer of record of the Tooling. The price set forth in this Order shall be adjusted so as to credit Buyer in the amount, if any, by which the price exceeds Supplier's actual cost as verified. Unless otherwise agreed in writing by Buyer, payment by Buyer to Supplier for Tooling shall be due net ninety (90) days of the later of (1) PPAP approval of the Tooling, (2) Buyer's successful product validation testing given an approved PPAP submission for the Supply, or (3) in the case of reimbursable Tooling (e.g., Tooling to be paid for and owned by Buyer's customer), receipt of payment by Buyer from Buyer's customer. Supplier further agrees to retain all cost records for a period of two (2) years after receiving final payment of the charges for Tooling.

43. Liens. As a condition for receiving final payment, Supplier shall furnish Buyer at its request with a complete waiver of all liens for material, labor, and other charges arising out of this Order. If requested by Buyer, Supplier shall furnish a bond satisfactory to Buyer to fully indemnify Buyer from and against any lien if a subcontractor of Supplier refuses to furnish a waiver of lien. Supplier shall immediately remove, and agrees to indemnify and hold Buyer harmless from and against all loss in connection with any lien or encumbrance filed against Buyer's property because of any act or default of Supplier, its contractors, subcontractors, materialmen, agents, consultants or employees.

44. Conflicts; English. In the event of a conflict between the Terms and Conditions and the face pages of any Order issued by Buyer to Supplier, the face pages of the Order will control with respect to the Supplies which are the subject of such Order. Notwithstanding that this Order or any part hereof may be translated into a language other than English, the English version of this Order shall control.

45. Export Compliance. Supplier represents and warrants that it is not subject to the jurisdiction of any country that is subject to a comprehensive U.S. embargo and is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including, without limitation: the U.S. Commerce Department's Bureau of Industry and Security ("BIS") Denied Persons List, Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Supplier represents and warrants that neither the Supplies nor any related technical data to be provided to Buyer in conjunction with this order is controlled under the Commerce Control List of the Export Administration Regulations, the U.S. Munitions List of the International Traffic in Arms Regulations ("ITAR") or under the export control laws of its own country. Supplier agrees to obtain any needed export license or authorization prior to the export of the Supplies purchased when necessary. Supplier agrees that it will not export or re-export, directly or indirectly, any of Buyer's information, goods, software, and/or technology provided to it in conjunction with this order, without complying with all applicable U.S. and international export control laws for which at the time of export or re-export, an export license or other governmental approval is required, without first obtaining such license or approval.

46. FCPA Compliance. Supplier represents and warrants that in connection with this Order or in any business transacted with or on behalf of Tecumseh it (a) has not performed and will not perform any of the following acts: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such

governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or (iii) securing any improper advantage; and (b) otherwise has not violated and not will violate any provision of the United States Foreign Corrupt Practices Act or any other applicable anti-bribery law or regulation.

**REGIONAL ADDENDUM
GLOBAL PURCHASE ORDER TERMS AND CONDITIONS**

Country: Federative Republic of Brazil

This Regional Addendum modifies the Global Purchase Order Terms and Conditions relating to purchases originating in the Federative Republic of Brazil (as reflected by the address of Buyer on the face of the Order). In the event of a conflict between this Regional Addendum and the Global Purchase Order Terms and Conditions, this Regional Addendum controls. The defined terms used herein shall have the same meaning as defined in the Global Purchase Order Terms and Conditions.

1. The term “Affiliated Companies” shall mean any partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including, but not limited to, subsidiaries which has, at least, 10% of its voting shares, voting quotas or voting corporate interest held by Tecumseh Products Company, as provided for in Article 1.099 of Brazilian Law No. 10.406/2002.
2. All insurance required pursuant to Section 17 may be maintained in Brazilian currency in amounts equivalent to the amounts set forth therein.
3. Section 32 shall not be applicable to Suppliers with a principal place of business within Brazil.
4. With regard to disputes arising out of the Order, if both parties are located in Brazil, all disputes between the parties, including those arising, directly or indirectly, under the Order or the performance or breach of the Order, shall be adjudicated exclusively in accordance with the Brazilian law, by the courts of the city of Sao Paulo, State of Sao Paulo, Brazil. If either party is located in the United States, all disputes between the parties, including those arising, directly or indirectly, under the Order or the performance or breach of the Order, shall be adjudicated exclusively in the Circuit Court for the County of Washtenaw, State of Michigan or, if subject matter jurisdiction exists, the U.S. District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient. The UN Convention for the International Sale of Goods is expressly excluded. If Buyer is located outside of Brazil, then Buyer shall have the option of submitting any dispute, controversy or claim, arising under the Order or otherwise, to binding arbitration. Such arbitration will take place before one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall take place in the City of Detroit, State of Michigan. The arbitration award may be entered as a final judgment in any court of competent jurisdiction. The Federal Arbitration Act, 9 USC §1, *et seq.* will apply to the application and interpretation of this arbitration provision. Notwithstanding the foregoing, any request for injunctive relief may be brought by Buyer in any court(s) having jurisdiction over Supplier and/or Supplier’s property and Supplier consents to the jurisdiction of such court. Supplier acknowledges that to the extent the Order relates to the supply of Goods for use as, or fabrication into, parts, components of larger systems, money damages would not be sufficient to remedy any actual anticipatory or threatened breach of an Order by Supplier with respect to the delivery of Goods, and that, in addition to all other rights and remedies, Buyer shall be entitled to specific performance and injunctive relief as a remedy for any such breach or threatened breach.

**REGIONAL ADDENDUM
GLOBAL PURCHASE ORDER TERMS AND CONDITIONS**

Country: France

This Regional Addendum modifies the Global Purchase Order Terms and Conditions relating to purchases originating in France (as reflected by the address of Buyer on the face of the Order). In the event of a conflict between this Regional Addendum and the Global Purchase Order Terms and Conditions, this Regional Addendum controls. The defined terms used herein shall have the same meaning as defined in the Global Purchase Order Terms and Conditions.

1. Supplier is not required to provide “most favored nation” pricing. The last two sentences of Section 5 of the Global Purchase Order Terms and Conditions shall not be applicable to this Order.
2. To the extent that Buyer rejects deliveries due to nonconformance or otherwise, Buyer shall inform Supplier of such event and allow Supplier the opportunity to verify the refusal.
3. In addition to the requirements of Section 17 of the Global Purchase Order Terms and Conditions, all insurance must be provided by reputable solvent insurance companies.

REGIONAL ADDENDUM
GLOBAL PURCHASE ORDER TERMS AND CONDITIONS

Country: India

This Regional Addendum modifies the Global Purchase Order Terms and Conditions relating to purchases originating in India (as reflected by the address of Buyer on the face of the Order). In the event of a conflict between this Regional Addendum and the Global Purchase Order Terms and Conditions, this Regional Addendum controls. The defined terms used herein shall have the same meaning as defined in the Global Purchase Order Terms and Conditions.

1. The term ‘Law’, in so far as used in the Global Purchase Order Terms and Conditions, shall mean acts of legislature, ordinances, statutes, regulations, rules, bye-laws, notifications, guidelines, policies, directions, directives, ordinances, licensing requirements and orders of any Government, statutory authority, tribunal, board, court, which has the force of law in India, including Government of Andhra Pradesh, Government of Haryana and Government of India. The definition of “Law” as set out under Section 9 of the Global Purchase Order Terms and Conditions shall stand superseded by the definition above.

2. Unless otherwise agreed by the parties, all payments under these Global Purchase Order Terms and Conditions shall be made in Indian Rupees.

3. In addition to the warranties provided under Section 13 of the Global Purchase Order Terms and Conditions, the Supplier further represents and warrants that (a) it has the full power and authority to enter into this Global Purchase Order Terms and Conditions and the performance of the terms hereof will not violate any Law, other agreement or obligation of the Supplier; (b) it has, in its possession necessary knowledge and expertise for provision of Supplies and any services delivered as a part of the Supplies will be performed in a professional and workmanlike manner; (c) the Supplier shall furnish properly trained, qualified and competent personnel having the necessary experience for the performance of services as part of the Supplies; (d) the Supplies provided will be in compliance with all applicable Law including the provisions of the Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Industrial Dispute Act, 1947, the Workmen’s Compensation Act, 1923, the Employees Provident Fund and Family Pension Act, 1952 and relevant stipulations that may be issued by the Government of Andhra Pradesh, as relevant and other Law governing the protection of health, sanitary arrangements, wages, welfare and safety of employees; (e) if any money shall, as a result of any claim or application made under such Law pertaining to the employees, be directed to be paid by the Buyer, such money shall be deemed to be money payable to Buyer by the Supplier and/or failure by the Supplier to repay Buyer, any money paid by Buyer as aforesaid, latest within thirty (30) days after the same shall have been demanded from the Supplier, Buyer shall be entitled to recover the same from any money due or accruing to the Supplier under the terms hereof or any other contract with the Supplier, failing which such amount shall be considered as debt due from the Supplier to Buyer; and (f) there is no existing impediment, either legal or otherwise to its entering into and performing its obligations under the Global Purchase Order Terms and Conditions which may if successful, prevent the performance of its obligation or any transaction contemplated hereby, or cause the rescission thereof.

4. The rights and remedies reserved to Buyer in this Order shall be cumulative with, and additional to, all other legal or equitable remedies. Buyer will notify Supplier if any Supplies fail to conform to the warranties set forth in this Global Purchase Order Terms and Conditions, or if Supplier fails to comply with or breaches any of Supplier’s representations in this Global Purchase Order Terms and Conditions or any of the terms and conditions of herein, or if Supplier (or its agents, employees, or subcontractors) commits any other negligent or wrongful act or omission. Supplier will not knowingly deliver nonconforming Supplies. If, however, Supplier is aware of a situation whereby it is otherwise unable to satisfy the terms and conditions of this Global Purchase Order Terms and Conditions without receipt of a waiver from Buyer, Supplier will seek Buyer’s written waiver of such breach in advance of delivery of nonconforming Supplies. In the event that Buyer provides a waiver, Supplier will identify the waived delivery with unique labeling or signage, and attach a copy of the written waiver to the standard

delivery documentation. At Buyer's request, Supplier will reimburse Buyer for any direct damages caused by nonconforming Supplies, including but not limited to, costs, expenses, and losses incurred directly by Buyer or its customers: (a) in inspecting, sorting, repairing or replacing the nonconforming Supplies; and (b) from personal injury (including death) or property damage caused by the nonconforming Supplies. If requested by Buyer, Supplier will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming or defective Supplies, and will participate in and comply with any warranty reduction or related programs of Buyer or (to the extent directed by Buyer) Buyer's customers. In any action brought by Buyer to enforce Supplier's obligation to sell and deliver Supplies under this Global Purchase Order Terms and Conditions, the parties agree that Buyer does not have an adequate remedy at law, and that Buyer is entitled to specific performance of Supplier's obligations under this Global Purchase Order Terms and Conditions. Fulfillment of all terms and conditions, formal, procedural, substantial, or otherwise, is prerequisite to fulfillment of this Global Purchase Order Terms and Conditions, including, without limitation, the right to receive payment of the purchase price.

5. Supplier shall maintain insurance coverage for the Supplies and Supplier's operations, affiliates, and property in amounts as may be reasonably requested by Buyer (to the extent directed by Buyer) or Buyer's customer, but in any event, for as long as Supplier's obligations to indemnify Buyer remain in effect. Supplier will maintain comprehensive liability insurance, including product liability coverage, in minimum amounts of the Indian Rupee equivalents of One Million Dollars (USD 1,000,000) per occurrence, Two Million Dollars (USD 2,000,000) currency in the aggregate, One Million Dollars (USD 1,000,000) per occurrence for damage and/or injury to property, third party liability insurance USD 1,000,000) and Worker's Compensation Insurance as required by Law. The insurance coverage required herein shall be provided by a reputed insurer designated by the Buyer. The Seller shall on an annual basis provide Buyer with certificates of insurance evidencing such coverage and naming the Buyer as co-insured, except in case of third party liability insurance and workmen compensation insurance. Each certificate shall indicate that the coverage represented thereby shall not be canceled nor modified until at least sixty (60) days prior written notice has been given to Buyer. All certificates of insurance shall be mailed by Supplier to Buyer at its address for notice as set forth herein. The existence of insurance does not release Supplier of its obligations or liabilities hereof. Further, the Supplier shall ensure that all insurers' rights of subrogation against Buyer for losses or claims arising out of the performance of the Agreement shall be waived under such policies.

6. All inventions, improvements, developments, designs, patterns or the like, developed in full or in part by Supplier in connection with the provision of the Services, including but not limited to all patentable and copyrightable subject matter and other intellectual property rights embodied therein, shall be regarded as the sole property of Buyer. Supplier hereby assigns all rights, title and interest in any of the foregoing to Buyer and agrees to execute separate assignment agreements in this regard, if so requested by Buyer, and to do all that may be required under applicable Law (including effectuate filings with relevant Indian authorities) or as may be requested reasonably by Buyer to perfect its title to such intellectual property rights.

7. In addition to the actions contemplated under Section 23 of the Global Purchase Order Terms and Conditions, upon receipt of the notice of termination, the Supplier shall either immediately or upon the date specified in the notice of termination: (a) remove all its equipment and employees and personnel from the site and remove any wreckage, rubbish and debris of any kind, and leave the whole of the site where Supplies were being delivered in a clean and safe condition; and (b) deliver to Buyer all information, including confidential, proprietary and trade secret information, in its possession in relation to the Supplies and shall destroy copies thereof. Notwithstanding anything contrary herein contained, termination of the Global Purchase Order Terms and Conditions shall not affect or prejudice any rights or remedies of Buyer in respect of periods prior to the effective date of termination, and Supplier's covenants, agreements, representations, warranties and indemnities in respect of any matter or thing occurring prior to the effective date of termination shall survive such termination. Except for (a) any amount due and owing to a party prior to the effective date of termination; and (b) any assumption of risk or liability or any indemnification obligation, all obligations and liabilities of one party to the other shall cease on the effective date of termination and be of no further force or effect thereafter.

8. In case Buyer incurs any taxes, levies, duties or charges of a similar nature in addition to the customs duty under any Laws including the law of any applicable foreign jurisdiction in connection with Global Purchase Order Terms and Conditions, then the Supplier shall duly reimburse the expenses incurred by the Buyer towards the payment of such taxes, levies, duties or charges of a similar nature and the respective parties shall submit to the competent authorities the relevant documentation as may be required by Law.

9. All disputes between the parties, including those arising, directly or indirectly, under this Global Purchase Order Terms and Conditions or the performance or breach of this Global Purchase Order Terms and Conditions, shall be adjudicated exclusively at the courts at Hyderabad, India and the Supplier hereby consents to jurisdiction of such courts. All disputes between the parties and this Global Purchase Order Terms and Conditions will be construed, governed and controlled in all respects by the laws of the Republic of India unless. The UN Convention for the International Sale of Goods is expressly excluded. However, in case of such dispute, the Buyer shall have the option of submitting any dispute, controversy or claim, arising under this Global Purchase Order Terms and Conditions or otherwise, to binding arbitration. Such arbitration will take place before one arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and shall be held in Hyderabad, India. All proceedings of such arbitration shall be in the English language. The parties shall jointly appoint one arbitrator who shall adjudicate the matter. Arbitration awards rendered shall be final and binding. Notwithstanding the foregoing, any request for injunctive relief may be brought by Buyer in any court(s) having jurisdiction over Supplier and/or Supplier's property and Supplier consents to the jurisdiction of such court. Moreover, Supplier acknowledges that to the extent this Global Purchase Order Terms and Conditions relates to the supply of goods for use as, or fabrication into, parts, components of larger systems, money damages would not be sufficient to remedy any actual anticipatory or threatened breach of the Global Purchase Order Terms and Conditions by Supplier with respect to the delivery of goods, and that, in addition to all other rights and remedies, Buyer shall be entitled to specific performance and injunctive relief as a remedy for any such breach or threatened breach.

**REGIONAL ADDENDUM
GLOBAL PURCHASE ORDER TERMS AND CONDITIONS**

Country: P.R.China

This Regional Addendum modifies the Global Purchase Order Terms and Conditions relating to purchases originating in the People's Republic of China (as reflected by the address of Buyer on the face of the Order). In the event of a conflict between this Regional Addendum and the Global Purchase Order Terms and Conditions, this Regional Addendum controls. The defined terms used herein shall have the same meaning as defined in the Global Purchase Order Terms and Conditions.

1. It shall be Supplier's sole responsibility to declare and pay the taxes for all its received payment from Buyer in compliance with all applicable laws of the related countries and/or regions.
2. If performing this Order or the contract between the parties represented by this Order would require Supplier to be satisfied with any government's qualification, obtaining any government-issued approval, license or quota, proceeding with any registration or filling formalities with government authorities in China, Supplier shall fulfill such requirements before its acceptance of this Order.
3. If any approval or registration/filling of this Order being accepted or the signed contract between the parties represented by this Order is required under China laws, such Order and the contract shall be effective upon the issuance of the approval by the competent Chinese government authority. It shall be Supplier's sole responsibility to proceed with such approval or registration/filling formalities with the relevant Chinese government authorities. Upon the completion of such approval or registration/filling, Supplier shall promptly provide Buyer with a photocopy of the approval or registration/filling record.