

**General Terms and Conditions of Purchase**  
**of MollerTech USA (MollerTech, LLC; MollerTech South, LLC; MollerTech USA, LLC)**  
- status Aug 1, 2014 -

**1. Definitions:**

"Deliveries" shall mean deliveries of goods and equipment.

"Deliveries and Performances" shall mean all kinds of delivery of goods and equipment as well as services and other performances.

"Equipment" shall mean machines, tooling, installation and other production equipment.

"Goods" shall mean all production materials, parts and components (including any instalment of the goods, semi-finished goods or any part or portion of them) as well as any rights as described in the Purchase Order.

"Incoterms" shall mean Incoterms 2010 of the International Chamber of Commerce in Paris, France.

"Purchaser" shall mean the entity placing the Order being MollerTech, LLC (MI-Shelby Township) MollerTech South, LLC (GA- Elberton); MollerTech USA, LLC (AL-Woodstock).

"The term "Purchase Order" shall include an individual purchase order, a blanket purchase order, a release, a tooling purchase order or other similar document or written authorization approved by Purchaser and issued to Supplier

"Performances" shall mean services, work, contract processing and performances in the widest sense.

"Specifications" shall mean the description/specifications of the Goods (and related Services (if any) as set out in or attached to the Order.

"Supplier" shall mean the entity accepting the Order.

**2. Supplier's Acceptance:** The Purchase Order constitutes Purchaser's offer to Supplier concerning the Goods. Acceptance of this offer by the Supplier is expressly limited to the terms and conditions set forth on the face of the Purchase Order and herein. In the event that any invoice, proposal, quotation, acknowledgment or other document from Supplier contains terms and conditions that are additional to or different from those set forth herein, this offer shall be deemed a notice of objection to and a rejection of such additional or different terms and conditions. Purchaser accepts Supplier's Goods only on the condition that Supplier expressly assents to the terms and conditions contained on the face of the Purchase Order and herein. The earlier of commencement of any work or services under the Purchase Order or delivery of any Goods shall constitute a full acceptance by Supplier of the Purchase Order and these terms and conditions. These terms and conditions shall govern the entire relationship and all future transactions between Purchaser and Supplier concerning the Goods unless otherwise expressed in writing.

**3. Price and Payment:** Purchaser shall not be invoiced at a price higher than that stated on the face of this Purchase Order ("Price"), which shall be binding on Supplier for 12 months. If the Purchase Order is

not priced, Supplier shall not charge a higher price than last quoted or charged to Purchaser. Supplier warrants that the Price is the lowest charged by Supplier for the Goods to any customer and that any reduction made by Supplier in the price of Goods covered by the Purchase Order before Purchaser's acceptance of the Goods shall be applicable to the Purchase Order. Unless otherwise stated on the face of the Purchase Order, the Price is deemed to include (a) all applicable international, federal, state and local taxes and (b) the charges for insurance, import dues, packaging, transportation and any other fee or expense relating to the provision of the Goods or services ordered. Payment shall be made, at Purchaser's discretion, (i) with a 3% discount on or before the 25<sup>th</sup> day of the month following the month in which the later occurs (A) acceptance of the Goods, (B) required delivery date, if actual delivery is early, or (C) Purchaser's receipt of Supplier's invoice, or (ii) in full within 60 days from the later of (A) acceptance of the Goods, (B) required delivery date, if actual delivery is early, or (C) Purchaser's receipt of Supplier's invoice. Payment shall be made at Purchaser's discretion either by bank draft or by check. Supplier agrees, upon Purchaser's request, to participate in a credit note procedure. Supplier's invoice must be sent to Purchaser in triplicate and the following must be noted on the invoice: Supplier identification number, Purchase Order number, date of Purchase Order, place of delivery, the quantity of Goods. Incomplete invoices are deemed not received by Purchaser. Purchaser has a right to audit and review all records of Supplier to verify the accuracy of the amounts charged for the Goods or to assess Supplier's ongoing ability to perform its obligations under the Purchase Order and these terms and conditions. Supplier agrees to maintain all records relating to the Purchase Order to facilitate an audit by Purchaser for a period of four (4) years following final payment under the Purchase Order.

**4. Quantity:** Unless otherwise specified on the face of the Purchase Order, such order shall be shipped complete. Purchaser shall not be obligated to accept any shipment of Goods in excess of the quantity specified in the Purchase Order. Any excess quantity will be held at Supplier's risk and expense for a reasonable time awaiting return shipping instructions from Supplier. Risk of loss and return shipping damages for any excess shall be borne by Supplier.

**5. Warranty:** Supplier represents and warrants that the Goods delivered shall conform to the specifications provided in the Purchase Order, shall be free from any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement, shall be of new material and good workmanship, merchantable and

**General Terms and Conditions of Purchase**  
**of MollerTech USA (MollerTech, LLC; MollerTech South, LLC; MollerTech USA, LLC)**  
- status Aug 1, 2014 -

free from defects, and shall be fit for the purposes intended by Purchaser or Purchaser's customer. Unless Purchaser executes and delivers to Supplier an express waiver of warranty, Purchaser and Supplier agree that the implied warranties of merchantability and fitness for a particular purpose and other warranties, express and implied, apply to this transaction and the Goods sold. The warranties stated shall survive the termination, non-renewal or expiration of the Purchase Order and will apply to Purchaser and its successors, assigns, customers and end-users of the Goods. These warranties may not be disclaimed by Supplier. For purposes of these terms and conditions, the "Warranty Period" will be the longer of the following time periods: (a) sixty (60) months from the date of acceptance of the Goods, or (b) the time period of warranty given by Purchaser to its customers for products utilizing or incorporating the Goods. Notwithstanding the expiration of the Warranty Period, if Purchaser, its customers and/or the manufacturer of the finished product on which the Goods, or any parts, components or systems incorporating the Goods, are installed, voluntarily or pursuant to a government mandate, makes an offer to owners of such finished products to provide remedial action to address a defect that relates to safety or the failure of the finished product to comply with any applicable law, safety standard or guideline (a "Recall"), Supplier will nonetheless be liable for costs and damages associated with the Recall to the extent that the costs and damages are based upon a reasonable determination that the Goods fail to conform to the Purchase Order or these terms and conditions.

**6. Special Products:** Unless otherwise provided on the face of the Purchase Order, Purchaser shall become the owner of and be entitled to possession of any drawings, dies, tools, molds, fixtures, tool holders, patterns, tooling, packaging, or other specialized equipment required for the manufacture of the Goods (the "Special Products"), whether or not such Special Products are furnished by Supplier or Purchaser. Supplier shall be the bailee of the Special Products and shall have no ownership interest or otherwise in the Special Products. Supplier waives any rights, including lien rights, that may arise in connection with the Special Products. Upon demand by Purchaser, Supplier shall immediately return all Special Products to Purchaser. Purchaser shall have access to Supplier's premises for the purpose of retrieving any Special Products. The Special Products, which are furnished by Supplier, shall be at no cost to Purchaser.

**7. Delivery:** Time and quantity are of the essence. Except as Purchaser may otherwise direct, the Goods shall be delivered complete to Purchaser in the stated

quantity and by the required delivery date. Supplier shall be responsible for any and all delays, except as expressly stated herein. In the event delivery will be late, Supplier must notify Purchaser immediately that the agreed delivery date cannot be met even if it is due to force majeure. Supplier shall take all reasonable steps to keep the delay as short as possible. If Supplier's deliveries will not meet agreed schedules, Purchaser may require Supplier to ship via a more rapid route or carrier to expedite such delivery and any difference in cost caused by such change shall be paid by Supplier provided, nevertheless, that such right shall be in addition to any other rights or remedies of Purchase. Regardless of the Delivery Point, Supplier agrees to bear all the risks of loss, damages, delay or destruction of the Goods ordered herein which occur prior to acceptance by Purchaser. The Supplier shall deliver Delivered Duty Paid (DDP) Incoterms with named place, unless otherwise agreed. No such loss, damage, delay or destruction shall release Supplier from obligations hereunder. Supplier shall submit to Purchaser with delivery or performance all documents concerning the deliveries and performances (e.g. guarantee certificates, origin and test certificates, instructions for use, mounting instructions, material and product data sheets), these become the property of Purchaser without additional payment.

**8. Packing:** All Goods shall be suitably packaged for shipment to prevent damage. Purchaser, at its option, may require special packaging, labelling and bar coding of the Goods by Supplier. The costs associated with such special packaging, labelling and bar coding shall be negotiated between Purchaser and Supplier. Supplier shall be liable for all damages as a result of inadequate packaging unless the damage is the result of incorrect specification by Purchaser that could not be reasonably recognized or rectified by Supplier. The costs and risk for cleaning and/or returning reusable packing material, e.g. load carriers, shall be borne by Supplier. Delivery must be made with regards to environmental compatibility and possibilities for recycling.

**9. Inspection of Goods:** All Goods delivered to Purchaser are subject to inspection and acceptance or rejection by Purchaser within a reasonable time, notwithstanding any prior payment of the Price. Any Goods that are rejected or for which Purchaser revokes its acceptance may be held at Supplier's risk and expense and may be returned and charged back to Supplier at its own expense. For any Goods that are rejected or for which acceptance is revoked, the quantity under the Purchase Order shall be automatically reduced, and no substitution or replacement shall be made, unless authorized in writing by Purchaser. Supplier's failure to provide

**General Terms and Conditions of Purchase**  
**of MollerTech USA (MollerTech, LLC; MollerTech South, LLC; MollerTech USA, LLC)**  
- status Aug 1, 2014 -

written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Purchaser, at Purchaser's option, to charge Supplier for storage and handling, or to dispose of the Goods, without liability to Supplier. Payment for nonconforming Goods shall not constitute an acceptance thereof, limit or impair Purchaser's right to assert any legal or equitable remedy, or relieve Supplier's responsibility for any defects, latent or otherwise. If a defect of the Goods becomes apparent within 6 months after acceptance, it shall be deemed, subject to successful contradiction, that such defect existed at the time of acceptance.

When Goods are discovered to be nonconforming, Supplier agrees to compensate Purchaser for the cost of the inspection and processing of the entire delivery of the nonconforming Goods and any additional inspections or sorts for any replacement delivery. In response to Purchaser's complaint of nonconforming Goods, Supplier agrees to revise, improve, adapt and intensify its inspection of Goods prior to delivery.

If (a) Supplier is in default for any subsequent delivery of nonconforming Goods and Supplier contests the existence of a defect or (b) in the case of special urgency to prevent or mitigate imminent greater damage or danger, Purchaser is entitled to take remedial action itself or to commission third parties to do so, if Supplier does not take remedial action immediately, i.e., within 24 hours after notification of such a case. Supplier shall bear the resulting costs of such remedial action.

**10. Changes:** At any time prior to delivery, Purchaser, in its sole and unfettered discretion, may increase or decrease the ordered quantity of Goods or make any other change within the general scope of the Purchase Order, whether in whole or in part, by providing written notice to Supplier. If any such change is not the result of Supplier's breach of the Purchase Order and these terms and conditions and causes an increase or decrease in the cost or time required to perform the Purchase Order, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Supplier shall be deemed to have waived any claim for adjustment unless asserted in writing within 10 days from the date of Purchaser's written notice of change. In the event any customer of Purchaser reduces contract volume or shifts scheduled dates, for reasons such as, but not limited to, acts of God, acts of terrorism, the public enemy, the government, strikes or other labor disputes, fires, floods, freight embargoes or unusually severe weather, Purchaser is entitled to pass these changes on to Supplier accordingly and reduce of shift

the scheduled deliveries. In this case Supplier is not entitled to any claims for additional compensation.

**11. Breach:** The failure of Supplier to perform any provision of the Purchase Order required to be performed by Supplier including, but not limited to, a breach of the warranty provided in the Purchase Order or herein, shall be a breach of the Purchase Order.

**12. Termination, Breach and Time for Performance:** Purchaser may, at any time and for any reason or no reason, terminate the Purchase Order in whole or in part by written notice to Supplier, whether Supplier is in default or not. Upon termination, Purchaser shall have no obligations hereunder except to the extent provided in this paragraph 12. If the Purchase Order is terminated without a breach by Supplier, Supplier shall be entitled to, as its sole and exclusive remedy, reimbursement of Supplier's reasonable cost incurred in the performance of the Purchase Order prior to the effective date of termination, provided that such reimbursement shall not exceed the Price. If the Purchase Order is terminated by Purchaser for Supplier's breach, Supplier shall not be entitled to any reimbursement, and Purchaser may pursue any and all remedies it may have against Supplier under the Purchase Order or at law or in equity.

**13. Setoff:** Purchaser shall be entitled at all times to deduct from the amount due Supplier under the Purchase Order, either damages for any breach of the Purchase Order or amounts otherwise due Purchaser from Supplier, irrespective of whether or not deduction is related to the Goods or services covered by the Purchase Order.

**14. Remedies:** Each of the rights and remedies reserved by Purchaser in the Purchase Order shall be cumulative and additional to any other or further remedies in law or equity.

**15. Insolvency:** Purchaser may immediately cancel the Purchase Order in whole or in part without liability to the Supplier upon the occurrence of any of the following or any other comparable event: (a) insolvency of the Supplier, (b) filing of voluntary or involuntary petition for bankruptcy, (c) appointment of a receiver or trustee for Supplier, (d) execution by Supplier of an assignment for the benefit of creditors.

**16. Assignment/Subcontracting:** Supplier shall not assign the Purchase Order, any interest herein or any rights hereunder, or subcontract any obligation to be performed hereunder without the prior written consent of Purchaser.

**17. Indemnification and Insurance:** Supplier shall indemnify and hold harmless Purchaser and its affiliates and customers against any "indemnity loss" arising out of, connected with or resulting from the Goods including, without limitation, the selection,

**General Terms and Conditions of Purchase**  
**of MollerTech USA (MollerTech, LLC; MollerTech South, LLC; MollerTech USA, LLC)**  
- status Aug 1, 2014 -

delivery, possession, use, operation or return of the Goods and the infringement or alleged infringement of any patent, copyright or trademark, or wrongful use of third-party trade secrets or proprietary information in connection with the Goods. "Indemnity loss" includes, but is not limited to, all claims, actions, suits, proceedings, costs, expenses, damages, liabilities, penalties, fines, actual attorney fees, consequential and incidental damages, and loss, damage, liability or claims arising from alleged or actual injury or death to persons or damage to property. Supplier shall maintain such public liability insurance, automobile liability insurance, workmen's compensation, product liability insurance and employer's liability insurance as will adequately protect Purchaser against damages, liabilities, claims, losses, and expenses. Supplier agrees to submit certificates of insurance evidencing the insurance coverage when requested by Purchaser. The obligations stated under this paragraph 17 shall survive the termination, non-renewal or expiration of the Purchase Order.

**18. Government Compliance:** Supplier agrees to comply with all international, federal, state, and local laws, executive orders, rules, regulations, and ordinances that may be applicable to Supplier's performance of its obligations under the Purchase Order and/or the Goods, including those relating to environmental matters, wages, hours and condition of employment, subcontractor selection, discrimination, occupational health and safety, and motor vehicle safety. Supplier represents and warrants to Purchaser that all material and/or equipment rented, leased or purchased under the Purchase Order meets all standards of the Occupational Safety and Health Act of 1970 and Construction Safety Act of 1969, as amended, and of applicable state and local laws and regulations pertaining to safety. Supplier must inform Purchaser regarding the required government authority approvals and reporting obligations for importing, operating and disposing of the Goods. Supplier agrees to indemnify and hold Purchaser harmless of and from any loss, including but not limited to any fines, penalties and corrective measures, Purchaser may sustain by reason of Supplier's failure to comply with said laws or regulations in connection with the design, manufacture and/or installation (if installation is included) of Goods. The Supplier has to comply with the ten fundamental principles and rights laid down in the "UN Global Compact (Davos 01/99)" in the fields of human rights, labor standards, environmental protection, and anti-corruption and the Principles laid down by the International Labor Organization (ILO) in its "Declaration on fundamental principles and rights at work (Geneva 06/98) at a minimum level.

**19. No Modification:** Any attempt by Supplier to vary the terms of the Purchase Order shall be deemed a material alteration. Such alteration will constitute a rejection of this Purchase Order and shall not be binding unless the new provisions are accepted in a writing executed by Purchaser and delivered to Supplier.

**20. No Implied Waiver:** No covenant or condition of the Purchase Order can be waived except by the written consent of Purchaser. Forbearance or indulgence by Purchaser in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Supplier to which the same may apply.

**21. Entire Agreement:** The Purchase Order constitutes the entire agreement between Purchaser and Supplier with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise. The Purchase Order and these terms and conditions, including this Paragraph 21, shall not be amended or modified except in a writing signed by Purchaser.

**22. Disclosure of Information:** Unless otherwise expressly agreed to in writing, all information disclosed by Purchaser to Supplier or to which Supplier otherwise obtains during the course of performance of the Purchase Order shall be maintained in confidence of Supplier and shall remain Purchaser's property. Supplier shall not disclose such information to third persons without the prior written consent of Purchaser. Such information shall be used by Supplier solely for purposes of performance of the Purchase Order. Upon the request of Purchaser from time to time, or in any event, upon completion or termination of the Purchase Order, Supplier shall immediately return or cause to be returned to Purchaser, all information disclosed by Purchaser to Supplier or to which Supplier otherwise obtains during the course of performance of the Purchase Order and any and all copies thereof.

**23. Notice:** Any notice to be given hereunder shall be given in writing, postage prepaid and shall be effective when deposited in the U.S. Mail.

**24. Use of Purchaser's Name:** Supplier shall not in any advertising sale promotion materials, press releases or any other publicity matters use the name of Purchaser, Purchaser's parent, any affiliate or subsidiary of Purchaser or any variation thereof or language from which the connection of said names may be implied without Purchaser's prior written approval.

**25. Force Majeure:** Supplier shall not be liable for delays due to causes beyond its control and without its fault or negligence, including but not limited to acts of

**General Terms and Conditions of Purchase**  
**of MollerTech USA (MollerTech, LLC; MollerTech South, LLC; MollerTech USA, LLC)**  
- status Aug 1, 2014 -

God, acts of terrorism, the public enemy, the government, strikes or other labor disputes, fires, floods, freight embargoes or unusually severe weather. In the event any such cause affects Supplier's performance for a period of 10 or more days, Purchaser may have the right to terminate the Purchase Order at its convenience pursuant to Paragraph 12.

**26. Installation:** In the event the Purchase Order specifies the installation of any materials or equipment or requires that employees of Supplier be present, do work, or make installations on the building or site for which the above materials, equipment or services are purchased, Supplier agrees as follows: (1) to pay all Federal and State taxes on the payroll of its employees under the terms of the various old age, unemployment or pension benefits laws now enacted or which may be enacted prior to completion of the Purchase Order; (2) to carry and pay for proper Workmen's Compensation or Employer's Liability Insurance, property damage insurance and public liability insurance, and to hold Purchaser harmless from all costs or damages arising out of actions to or caused by Supplier's employees; (3) to abide by and comply with all Federal and State laws and regulations concerning employment, wages and hours of employees engaged in the work, and agree to defend and indemnify Purchaser and save it harmless from all claims which may be made against it by an employee or employees or Governmental Agencies as a result of Supplier's failure to comply with such Federal and State laws and regulations. Supplier further agrees to indemnify and save Purchaser harmless from all claims or suits for damages arising from such work or installation.

**27. Purchaser Security Rules/Procedures:** Supplier and its agents and subcontractors shall comply at all times with Purchaser's security measures, rules and procedures when on Purchaser's premises. Visitor identity cards must be worn clearly visible throughout the visit. Photography and film recording as well as audio recordings are permitted only with Purchaser's prior consent in writing.

**28. Independent Contractor:** Supplier shall provide the Goods pursuant to the Purchase Order as an independent contractor and not as an agent, servant or employee of Purchaser.

**29. Title:** All rights, title and interest in and to all deliverable items and all work product produced or delivered pursuant to the Purchase Order shall belong to and vest in Purchaser, including without limitation all rights to patent such deliverable items or work product and, if the deliverable items or work product are of the type or nature protected by copyright, the deliverable items or work product shall be considered

"works for hire" within the meaning of the Copyright Act and may be used by Purchaser for any purpose without restriction.

**30. Liens:** If requested by Purchaser, Supplier shall furnish all necessary lien waivers, affidavits or other documents arising out of the furnishing of the Goods.

**31. Governing Law:** The Purchase Order shall be interpreted and construed in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles, notwithstanding the fact that any party is or hereafter may become domiciled in a different state. The UN Convention on Contracts for the International Sale of Goods is hereby specifically excluded. However, if the Supplier has his registered office outside the USA, these Terms shall not apply, but instead the International General Terms and Conditions of Purchase MöllerTech shall apply in its most recent form.

**32. Quality Assurance:** Unless otherwise agreed, Supplier must continuously apply an adequate quality management system, e.g. corresponding to DIN EN ISO 9000 ff., VDA document 6.1, ISO TS 16949, and provide Purchaser with documentary evidence thereof on demand. Purchaser reserves the right to inspect the quality management system on site and to audit Supplier. If first sample testing has been agreed, serial production may be commenced only after Purchaser has released the samples. Independently thereof Supplier is obliged to continually check the quality of the Goods, thereby comprehensively making use of its current knowledge and experience. Supplier must inform Purchaser of the utilized methods, testing facilities and applied standards. In Supplier's quality control records Supplier must specify for all products, when, in what manner and by whom the faultless production of the deliveries was ensured. This documentary evidence must be retained for 15 years and submitted to Purchaser when required.

**33. Provision of Materials or Production Facilities:** Materials that Purchaser has provided to Supplier for making deliveries and rendering services remain Purchaser's property. All combination, processing and mixing of the materials is made for Purchaser, with the consequence that Purchaser acquires shared property rights for the new object in proportion to the value of Purchaser's material with respect to the value of the other materials at the time of combination, processing or mixing. When material is provided by Purchaser or procured from third parties, Supplier is obliged to check the provided or procured material before utilization, to ascertain its suitability and freedom from defects provided production facilities must be checked with regard to suitability for utilization and safety. If Purchaser provides Supplier with materials or production facilities that Purchaser procures by

**General Terms and Conditions of Purchase**  
**of MollerTech USA (MollerTech, LLC; MollerTech South, LLC; MollerTech USA, LLC)**  
- status Aug 1, 2014 -

agreement from a third party, Supplier shall benefit from any warranty by the third party. The provided production facilities and materials must be used exclusively for the performance under the Purchase Order and must not be made accessible to third parties without Purchaser's prior written consent. The provided production facilities and materials must be returned to Purchaser without separate demand after completion of the Purchase Order. Supplier must treat the materials and production facilities which Purchaser has provided with care, and Supplier must at its own expense provide new value insurance coverage against fire, water and storm damage as well as burglary and theft. Supplier hereby cedes to Purchaser all compensation claims under this insurance policy which Purchaser hereby accepts. Supplier is obliged to carry out at its own expense any necessary servicing, maintenance and inspection tasks for the provided production facilities.

**34. Survival:** Upon termination of the Purchase Order for any reason, any section that by its nature should survive the Purchase Order will survive and continue in effect and be binding on the parties, including, without limitation, paragraphs 3, 5, 17, 18 and 31.