

## **Purchase Order Terms and Conditions**

**1. Acceptance of Order.** Buyer shall not be bound by this order (this "Order") until Buyer issues this Order and receives written acknowledgement of it from Seller. Such acknowledgement can be via facsimile, email, or by any other method that the parties have agreed upon. Seller shall be bound by this Order and its terms and conditions when: (a) it executes and returns the acknowledgment copy; (b) it otherwise indicates its acceptance of this Order; (c) it delivers to Buyer any of the goods ordered or deliverables submitted pursuant to services purchased in this Order (the "Goods"); or (d) it renders for Buyer any of the services ordered herein (the "Services"). This Order expressly limits acceptance to the terms and conditions stated, and any additional or different terms or conditions proposed by Seller are rejected unless expressly agreed to in writing by Buyer.

## **2. Pricing and Payment.**

2.1 The prices established for the Goods or Services set forth in this Order are firm, fixed prices unless otherwise agreed to in writing by Buyer and Seller. Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions. Buyer reserves the right, at its sole discretion, to audit documentation recording labor and material costs, and Seller agrees to provide this documentation to Buyer within thirty (30) days of Buyer's request.

2.2 Payment for any Goods or Services under this Order does not constitute acceptance by Buyer. The date payment is due will be computed from the later of the date when Buyer receives a correct invoice reflecting all appropriate taxes and fees, or the date when Buyer receives conforming Goods and/or Services.

**3. Amendments.** The parties agree that this Order, including its terms and conditions, together with any documents attached or incorporated by reference, contains the complete and final agreement between Buyer and Seller. No agreement or understanding to modify this Order will be binding upon Buyer unless it is in writing and signed by Buyer's authorized representative. All specifications, drawings, and data submitted to Seller with this Order or referred to by this Order are incorporated in and made a part of this Order.

## **4. Changes.**

4.1 Seller acknowledges and agrees that Buyer reserves the right at any time to make written changes in any one or more of the following: (a) instructions, specifications, drawings and/or data incorporated in this Order; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery; and (f) quantities.

4.2 If any of the changes referred to in Sections 4.1 (a) through (f), inclusive, causes an increase or decrease in the cost of, or the time required for, the performance of this Order, Seller shall be entitled to claim an equitable adjustment in the price or delivery schedule, or both. Any claim for adjustment under this Section 4 will be deemed waived unless asserted within twenty (20) days from the date of receipt by Seller of the changed order.

4.3 If a claim for adjustment has been timely submitted to Buyer, Seller will have the right to refrain from proceeding with the changed order until it receives confirmation in writing that its claim has been approved by Buyer. Any action taken or expense incurred by Seller before receipt of Buyer's acceptance of Seller's claim will be the sole responsibility of Seller. Price increases will not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative.

## **5. Delivery.**

- 5.1 Seller acknowledges and agrees that the delivery of the Goods or performance of the Services under this Order in the quantities and/or on the dates specified by Buyer is of the essence for Buyer's business, and therefore, is a determining factor in Buyer's willingness to issue this Order. Consequently, Seller will provide the Goods and/or perform the Services in the time and manner specified in this Order.
- 5.2 If there is no quantity or delivery date specified on this Order, Seller will request such information from Buyer before attempting to fill, perform, or complete this Order. Deliveries of materials must be made at the Buyer's address as indicated in this Order, unless otherwise instructed by Buyer in writing. Seller agrees that deliveries to Buyer's plant or offices must be made within the hours indicated within this Order; provided, however, that Buyer will have the right to directly pick-up or remove the Goods from Seller. If requested by Buyer, Seller agrees to cancel all deliveries of Goods or Services after the requested date.
- 5.3 Seller will immediately notify Buyer of any actual or threatened labor conflict or other supply constraint or situation that could potentially delay the delivery of the Goods or performance of the Services as specified under this Order. Buyer will have the right to cancel this Order without further liability if Buyer receives such notification from Seller. Buyer, at its sole discretion, may accept deliveries of Goods or performance of Services on terms or at times different than those specified in this Order, but is under no obligation to do so.
- 5.4 Seller will be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's routing instructions. Neither party will be liable for excess costs of deliveries or defaults due to causes beyond a party's control, or force majeure. Notwithstanding the above, when Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer.
- 5.5 Force majeure or causes beyond a party's control shall include government action, failure of the government to act where such action is required, strike or other labor trouble, acts of God, fire, earthquake or unusually severe weather.
- 5.6 Buyer will not have any liability for payment for Goods delivered to Buyer which are in excess of quantities specified in this Order (the "Excess Goods"). The Excess Goods will be subject to rejection and return at Seller's expense, including charges for packing, handling and transportation both ways. Buyer will not be liable for any material or production costs incurred by Seller in excess of the amount or in advance of the time necessary to meet Buyer's delivery dates. Seller will remain at all times liable for all risks and damages that the Excess Goods may suffer.
- 5.7 If, in the performance of this Order, the delivery of Goods is not made in the quantities and/or at the times specified, or the rendering of Services is not completed at the times specified, Buyer reserves the right without liability, and in addition to all other rights and remedies available under the law, to take either or both of the following actions: (a) direct expedited routings of the Goods (the difference in cost between the expedited routing and the order routing costs shall be paid by Seller); and/or (b) terminate this Order by notice effective when received by Seller as to stated Goods not yet shipped or Services not yet rendered and to purchase substitute Goods or Services elsewhere and charge Seller with any loss incurred.
- 5.8 Buyer reserves the right to request Seller, at its sole discretion, to postpone the delivery of the Goods or the performance of Services under this Order for up to a period of thirty (30) days without any cost or liability for the Buyer, provided that the Goods are not already en route to the delivery point indicated in this Order. Buyer reserves all cancellation rights.
- 6. Quality of the Goods or Services.** Seller will provide the Goods and/or perform the Services in accordance and in compliance with the instructions, specifications, drawings and/or data previously

provided by Buyer ("Buyer's Specifications"). Seller warrants that the delivered product will be free of any design, material and/or workmanship defect and will be fit for the intended purpose required by Buyer.

#### **7. Inspection, Acceptance and Return of Goods or Services.**

7.1 All Goods or Services purchased pursuant to this Order are subject to inspection at Buyer's destination either before or after payment, at Buyer's option. Buyer will have thirty (30) days from receipt of Goods or Services to accept or reject such Goods delivered or Services performed by Seller. Any rejection of Goods or Services shall be communicated by written notice of rejection delivered by Buyer to Seller within said thirty-(30) day period. Acceptance of any of the Goods or Services shall not bind Buyer to accept future shipments, nor deprive it of the right to return Goods or Services already accepted. Seller shall inspect all Goods prior to shipment. Nothing contained in this Order shall relieve in any way Seller from the obligation of testing, inspection and quality control.

7.2 Buyer may reject any or all of the Goods or Services subject to this Order which are, in Buyer's judgment, defective or do not conform to Buyer's Specifications, this Order or Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit or replacement at Buyer's option and at Seller's risk and expense, including charges for packing, handling and transportation both ways. No replacement of rejected Goods shall be made by Seller unless specified by Buyer in writing and such replacement shall be made at no increase in price. If Services fail to conform to the requirements of this Order or Buyer's Specifications, Buyer may require Seller to perform the Services again in conformity with this Order or Buyer's Specifications, at no increase in price. When defects in Services cannot be corrected by re-performance, Buyer may equitably reduce the price to reflect the reduced value of the Services performed.

7.3 Seller shall bear all risks after notice of rejection and shall be liable for all damages that are caused by such defective or non-conforming Goods or Services. Buyer's right to exercise any remedy shall not be waived or otherwise adversely affected by Buyer's unloading, accepting, making payment for or using non-conforming Goods or Services, provided Buyer notifies Seller within ten (10) days after Buyer's discovery of such non-conformity. Acceptance of all or any part of the Goods will not be deemed to be a waiver of Buyer's right to either: (a) cancel or return at Seller's risk and expense all or any portion of the Goods because of such non-conformity, defects (latent or patent), or any other breach of warranty; or (b) make any claim for damages, including manufacturing costs, damage to the Goods caused by improper boxing, crating or packing, and/or loss of profits or other special damages incurred by Buyer.

7.4 Buyer will not be liable for failure to accept any of the Goods or Services if such failure is the result of any cause beyond the control of Buyer. Such causes include, but are not limited to, fires, floods, earthquakes, acts of God, strikes, disputes with employees, casualties, delays in transportation, shortages of cars, inability to obtain necessary materials or machinery or total or partial shutdown of Buyer's plant for any cause.

**8. Packing, Drayage and Containers.** No charges for packing, drayage or containers will be allowed unless specified by Buyer in writing. Seller will prepare, at its expense, labels for the boxes and shipping containers containing such information, if any, as Buyer may specify. Seller will be liable for damage to Goods caused by improper boxing, crating or packing.

**9. Risk of Loss and Damage.** Seller assumes and shall be responsible for any and all risk of loss of, destruction of, damage to and liability for any Goods or parts thereof subject to this Order which have been rejected by Buyer or to which Buyer has revoked its acceptance, from the time of such rejection or revocation.

- 10. Seller's Warranties.** Seller hereby warrants that the Goods furnished pursuant to this Order will: (a) be free from defects in material, workmanship and design (b) be of merchantable quality and fit for Buyer's purposes; (c) conform with Buyer's instructions, specifications, drawings and data in accordance with Section 6 above; and (d) conform to all representations, affirmations, promises, descriptions, samples or models forming the basis of this Order. Seller agrees that these warranties will survive acceptance of the Goods. Seller further warrants that all Services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner and will be free from faults and defects. These warranties will be in addition to any warranties of additional scope given by Seller to Buyer. None of these warranties and no other implied or express warranties will be deemed disclaimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative. Seller's warranties shall run to Buyer, its successors, assigns and customers, and users of products sold by Buyer.
- 11. Interchangeability.** All Goods purchased hereunder (or parts thereof) are to be completely interchangeable with like goods (or parts thereof) purchased from Seller previously by Buyer or Buyer's customer. To this end, all designs, processes or procedures used by Seller in supplying like goods (or parts thereof) previously are to be used by Seller in supplying the Goods (or parts thereof) purchased herein. Any deviation to any of Seller's design, processes or procedures requires Buyer's prior written approval. Seller will be liable for all of Buyer's costs associated with the discovery and retrofit of non-interchangeable goods or parts resulting from Seller's failure to comply with the requirements of this Section 11.
- 12. Property of Buyer.** Unless otherwise provided in this Order or agreed to in writing by Buyer, all tooling, tools, machinery, equipment and material, etc., furnished or made available to Seller by Buyer, and any replacement thereof, are and will remain the property of Buyer. Such property, other than material, will not be modified without the written consent of Buyer. Such property will be plainly marked or otherwise adequately identified by Seller as being owned by Buyer and will be safely stored separately and apart from Seller's property. Seller will not use such property except for performance of work hereunder or as authorized in writing by Buyer. While in Seller's possession or control, such property will be kept in good condition, held at Seller's risk, and kept insured by Seller, at its expense, in an amount equal to the replacement cost with loss payable to Buyer, even in cases of force majeure. Proof of insurance will be made available to Buyer within five (5) days of its request. To the extent such property is not material consumed in the performance of this Order, it will be subject to inspection and removal by Buyer, and Buyer will have the right of entry to Seller's premises for such purposes without any additional liability whatsoever to Buyer. As and when directed by Buyer, Seller will disclose the location of such property, prepare it for shipment and ship it to Buyer in as good condition as originally received by Seller, reasonable wear and tear excepted.
- 13. Special Tooling.**
- 13.1 The term "special tooling" as used in this Section 13 is deemed to include all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment, manufacturing aids, drawings and any replacements of the foregoing, acquired, manufactured or used in the performance of this Order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the production of the items or parts thereof or performance of the services of the type required by this Order. The term "special tooling" does not include (a) items of tooling or equipment heretofore acquired by Seller, or replacement thereof, whether or not altered or adopted for use in the performance of this Order, (b) consumable small tools, (c) general or special machine tools or similar capital items, or (d) items of tooling, title to which is in Buyer.

13.2 Seller agrees that special tooling will be retained and not used or reworked except for performance of work hereunder or as authorized in writing by Buyer. While in Seller's possession or control, Seller warrants that it will keep the special tooling in good condition fully covered by insurance (proof of such insurance will be made available to Buyer within five (5) days of its request), and will replace the special tooling when lost, destroyed, or necessary for performance of work hereunder. Upon cessation or termination of the work under this Order for which the special tooling is required, Seller will furnish Buyer a list of the items, parts, or services for the manufacture or performance of which such special tooling was used or designed and a list indicating where each item of the special tooling is located, and will transfer title to and possession of the special tooling to Buyer for an amount equal to the unamortized cost thereof, or dispose of the special tooling as Buyer may direct in writing. In addition, Buyer shall have the right to take possession of, including the right of entry to Seller's premises for such purpose, any special tooling, title to which Buyer acquires hereunder, without any additional liability whatsoever to Buyer.

**14. Confidentiality, Inventions.** All information furnished or made available by Buyer to Seller or to Seller's employees or subcontractors in connection with the Goods or Services covered by this Order shall be treated as confidential and shall not be disclosed by Seller, its employees and/or subcontractors to any third party either in whole or in part, without Buyer's prior written consent. Seller agrees not to assert any claim against Buyer with respect to any information which Seller shall have disclosed or may later disclose to Buyer in connection with the Goods or Services covered by this Order. Seller agrees that all designs, drawings, processes, compositions of material, specifications, software, or other technical information made or furnished by Seller in connection with the Goods or Services covered by this Order, including all rights thereto, shall be the sole and exclusive property of Buyer, free from any restriction, and Seller shall protect the same against any unauthorized disclosure to, or use by, any third party. Seller agrees that, as to all inventions and improvements in such designs, drawings, processes, compositions of material, specifications, software, or other technical information made or furnished by Seller in connection with the items or services covered by this Order, Seller will promptly identify and disclose such inventions or improvements to Buyer and execute or obtain the execution of any papers as may be necessary to perfect ownership of the inventions or improvements in Buyer or as may be necessary in the obtainment, maintenance, or enforcement by Buyer of any patent, trademark, copyright, trade secret, or other proprietary right pertaining to the inventions or improvements. The confidentiality provisions and the obligations of this Section 14 will survive after termination or completion of this Order.

**15. Intellectual Property Indemnification.** By accepting and/or executing this Order, Seller agrees:

- (a) to defend, indemnify and hold harmless Buyer, its successors, assigns and customers against any and all claims, demands, losses, suits, damages, liabilities, subrogations and expenses (including court costs and reasonable attorneys' fees) ("Losses") arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, mask work or other proprietary right by reason of the manufacture, use or sale of the Goods or Services covered by this Order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions;
- (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark or copyright infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and

(c) that Buyer has a worldwide, nonexclusive, royalty free, transferable, licensable, irrevocable license to use, sell and have sold, repair and have repaired, and reconstruct and have reconstructed the Goods covered by this Order. Seller assigns to Buyer all right, title and interest in and to all patents, trademarks and copyrights in any material created for Buyer in connection with this Order. The obligations of this Section 15 shall survive termination or completion of this Order.

**16. Indemnification.** Seller shall defend, indemnify, and hold harmless Buyer, its officers, employees, agents, representatives, customers, and users of the Goods and/or Services from and against all Losses based upon any allegations of, resulting from, or arising out of: (a) any negligent or willful acts or omissions of Seller, its employees, agents or representatives which results in personal injury (including death) or damage to tangible property; (b) any defect or non-conformity in the Goods or Services purchased by Buyer pursuant to this Order; (c) any default or breach of this Order by Seller; or (d) any act or omission of Seller, its agents, employees or representatives, or those of its subcontractors. Seller further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Buyer.

**17. LIMITATIONS OF LIABILITY.** IN NO EVENT WILL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY, IN CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT OF THIS ORDER, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS ORDER, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**18. Insurance.** Seller will secure and maintain insurance providing coverage for the Goods and/or Services related to this Order, liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Buyer in the event of such injury or damage. Furthermore, Seller will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place. Such insurance shall not be canceled or terminated without ten (10) days prior written notice of any cancellation or termination. Proof of Seller's insurance will be made available to Buyer within five (5) days of Buyer's request. If requested by Buyer, Seller shall name Buyer as an additional insured on its general liability and/or automobile liability insurance policies.

**19. Cancellation.**

19.1 Buyer shall have the right to cancel this Order either totally or partially, at its sole discretion, and thus, terminate the agreement arising from this Order in any of the following events of default:

- (a) if Seller fails to make reasonable progress towards completion of this Order at the times specified;
- (b) if Seller does not make deliveries as specified in the delivery schedule;
- (c) if Seller breaches any of the terms of this Order, including warranties of Seller;
- (d) if Seller makes an arrangement, extension or assignment for the benefit of creditors;
- (e) if Seller dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets; or
- (f) if Seller generally does not pay its debts as they become due.

19.2 If this Order is canceled for default, Buyer may require Seller to transfer title and deliver to Buyer any (a) completed Goods, and (b) partially completed Goods and materials, part, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or

acquired for the terminated portion of this Order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest. The rights and remedies of Buyer set forth in this Section 19 are in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity or pursuant to other Sections of this Order.

## **20. Termination.**

20.1 Buyer may terminate performance of work under this Order in whole or in part, from time to time, by providing Seller written or electronic notice of termination, whereupon Seller will stop work on the date and to the extent specified in the notice and terminate all Orders and subcontracts to the extent they relate to the terminated work. Seller will promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding transfer and disposition of title to the possession of such work and material.

20.2 Within thirty (30) days after receipt of such notice of termination, Seller will submit all its claims resulting from such termination. Buyer will have the right to review such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Seller relating to this Order. Buyer will pay Seller without duplication, the order price for finished work accepted by Buyer and the cost to Seller of work in process and raw material allocable to the terminated work, based on any audit Buyer may conduct and generally accepted accounting principles; less, however, (a) the reasonable value or cost (whichever is higher) of any Goods used or sold by Seller without Buyer's consent; (b) the agreed value of any Goods used or sold by Seller with Buyer's consent; and (c) the cost of any defective, damaged or destroyed work or material. Buyer will make no payments for finished work, work in process or raw material fabricated or procured by Seller in excess of any order or release.

20.3 Notwithstanding Section 20.2, payments made under this Section 20 will not exceed the aggregate price specified in this Order less payments otherwise made or to be made, and adjustments will be made reducing the payments hereunder for costs of work in process and raw material fabricated or procured to reflect on a pro rata basis any indicated loss on the entire order had it been completed. Payment made under this Section 20 constitutes Buyer's only liability in the event this Order is terminated.

20.4 Buyer may terminate this Order immediately by delivery of written notice to Seller of any breach not cured within thirty (30) days of receipt of notice of the breach. Except as otherwise provided in this Order, the payment provisions of this Section 20 will not apply to any cancellation or termination by Buyer for default or breach by Seller or for any other cause allowed by law or under this Order.

## **21. Compliance with Applicable Laws.**

21.1 Seller agrees that, in the performance of this Order, it will comply with all applicable laws, statutes, rules, regulations or orders of the United States government or of any state or political subdivision thereof as well as any of the applicable laws, statutes, rules, regulations, or orders of any other country the Seller encounters as it fulfills this Order. Without limiting the generality of the foregoing, Seller shall be solely responsible for breach of said laws, statutes, rules, regulations, or orders and for any liability arising out of the employment relationship with Seller's employees and from other relationships with Seller's representatives, agents, suppliers, contractors, and subcontractors.

21.2 Seller represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Order. In particular and without limitation, Seller shall not act in any fashion or take any action that will render Buyer liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act 2010 ("UKBA"),

which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist Seller or Buyer in obtaining or retaining business or in carrying out the obligations under this Order. Seller's failure to comply with the FCPA and the UKBA shall constitute a breach of this Order.

21.3 Seller and its representatives to agree not to export, directly or indirectly, re-export, divert or transfer Goods or any direct product thereof to any destination, entity or person restricted or prohibited by the export laws, regulations and controls of the United States, and Seller shall obtain all permits, licenses or other consents necessary for the performance of its duties under this Order.

21.4 Furthermore, Seller represents and warrants that: (a) it will comply with the conflict minerals provision of the Dodd-Frank Act and federal regulations on conflict minerals and (b) it is in compliance with applicable laws prohibiting slavery and human trafficking, including the California Transparency Supply Chains Act of 2010 (as applicable).

**22. Waiver.** The failure of Buyer to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this Order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right. The obligation of Seller with respect to such future performance shall continue in full force and effect.

**23. Assignment.** Seller cannot assign this Order without the Buyer's prior written consent which may be withheld in Buyer's sole discretion. None of the work to be performed under this Order will be assigned nor will Seller subcontract for completed or substantially completed material called for by this Order without Buyer's prior written consent which may be withheld in Buyer's sole discretion.

**24. Remedies.** The remedies provided for herein are not exclusive and will be enforceable in addition to any other remedies provided by law or equity. Buyer shall have the right to set off against any amounts payable by Buyer to Seller under this Order or any other agreements between Buyer and Seller any amounts which Seller owes to Buyer under this Order or otherwise. In the event of any disputes arising under this Order, Buyer and Seller shall proceed diligently with the performance required hereunder pending resolution of any such dispute. If any portion of this Order is invalid or unenforceable, the remaining portions of this Order shall remain valid and enforceable.

**25. Governing Law.** This Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of California, without regard to its conflict of laws rules. Seller irrevocably consents to the personal jurisdiction of the state and federal courts in and for Los Angeles County, California, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

**26. Dispute Resolution.**

26.1 Any dispute that may arise under or in connection with this Order with respect to the rights, duties, or obligations of the parties shall first be submitted in writing for resolution to ascending levels of management of the respective parties up to the Buyer's Vice President of Supply Chain Management, and Seller's equivalent executive level. If a dispute cannot be resolved to both parties' mutual satisfaction after good faith negotiations, within thirty (30) days from the date the written claim is received by the other party, or such additional time as the parties agree upon in writing, either party may demand that any such dispute be resolved by arbitration.

26.2 Each party hereby irrevocably consents to any such dispute being resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. The decision of the arbitrator and judgment on any award rendered in any such arbitration may be entered in any court of competent jurisdiction and may be enforced by any party as a final judgment of such court. The following provisions apply to any arbitration instituted under this Order:



- (a) The arbitration will be conducted by a single arbitrator with at least ten (10) years experience as an attorney or judge in Los Angeles County, California. If the parties cannot agree upon a single arbitrator, then the American Arbitration Association in the State of California will select a neutral arbitrator for the parties and its decision shall be final;
- (b) No later than thirty (30) days after the arbitrator's written agreement to serve, the parties shall present their respective positions in writing to the arbitrator, together with such evidence as each party deems appropriate. The arbitrator shall be instructed to resolve the dispute through a final binding decision within thirty (30) days after such submission deadline. The arbitrator may request oral presentations and shall decide any other procedural matters presented by a party, which decisions shall be final and binding upon the parties;
- (c) The language of the arbitration will be English;
- (d) In arriving at the decision, the arbitrator will make every effort to find a solution to the dispute in the terms and conditions set forth in this Order and will give full effect and consideration to all of its parts and Sections. If a solution cannot be found in the terms and conditions of this Order, the arbitrator will apply the laws of the State of California, United States of America;
- (e) each party shall bear its own costs, provided, however, that the costs incurred in employing the arbitrator shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller;
- (f) The decisions of the arbitrator will be binding and final upon both parties; and
- (g) Judgment upon the award may be entered in any court having jurisdiction.

26.3 To the maximum extent permitted by law, the parties waive any right to a jury trial.

**27. Notices.** Any notice, request, instruction or other communication to be given under this Order shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by facsimile, email or other wire transmission, (c) upon delivery, if delivered by a reputable commercial courier service providing next day delivery service (such as Federal Express), or (d) three days after being deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid.

**28. Severability.** If any of the terms and provisions of this Order are held invalid or unenforceable, such invalidity or unenforceability will not affect any of the other terms or provisions hereof.

**29. Section Headings.** The headings contained in this Order are for the convenience of the parties, and are for reference purposes only, and shall not in any way affect the meaning or interpretation of the substantive provisions contained herein.

**30. Exhibits.** All exhibits described in this Order shall be deemed to be incorporated herein by reference and made a part of this Order for all legal purposes.

**31. Miscellaneous.** Unless otherwise specified in this Order, the Goods or Services will be received by Buyer only from Monday through Friday, 9:00 a.m. through 4:00 p.m. local time for the location where the Goods or Services will be received by Buyer.

**32. Recording Conversations, Videotaping, Photographs, Or Other Reproductions.**

Without the prior written authorization of two of the following employees of Superior Industries: Chief Executive Officer; Executive Vice President, Chief Financial Officer; Executive Vice President, Sales, Marketing and Operations; Director of Internal Audit; Corporate Counsel and Secretary, no Seller may openly or secretly tape or otherwise surreptitiously record, or videotape, any conversation, communication, activity, or event. This prohibition applies to any conversation, communication, activity, or event which in any way involves Superior Industries or employees of Superior Industries or any customers or clients, or any other individual with whom Superior Industries is doing business or intending

to do business in any capacity (for example, vendors, suppliers, consultants, attorneys, independent contractors). This policy also applies to conversations and communications with any other third parties unrelated to Superior Industries including, but not limited to, outside legal counsels, auditors and regulatory officials.

"Taping" and "Recording" under this policy includes the taping or recording of any conversation or communication, regardless of whether the conversation or communications takes place in person, over the telephone, or via any other communications device or equipment, and regardless of the method used to tape or record (e.g. as with a cellular phone, computer or tablet, tape recorder, mechanical recording, or wiretapping equipment), and regardless of where the conversation or communication takes place, i.e. whether on or off the premises of Superior Industries.

"Taping" and "Recording" as used in this policy does not include any lawful taping and recording engaged in by a Seller on the Seller's own time, with the Seller 's own equipment, away from Superior Industries, **and** which does not involve in any manner whatsoever, directly or indirectly, the business or activities of the company, or any of its employees.

No Seller may eavesdrop on the conversations or communications of Superior Industries' employees or non-employees in accordance with the same standards set forth above.

Furthermore, Sellers are not allowed to display or reproduce any company documents including brochures or other such company prepared documents without the written permission of the management of Superior Industries. Therefore, Superior Industries prohibits audio or video recording or photography on company premises without express written authorization from one of the following employees of Superior Industries: Executive Vice President, Sales, Marketing and Operations; Executive Vice President and Chief Financial Officer; Senior Vice President, Corporate Engineering and Product Development; Senior Vice President, Project Management; Vice President, Midwest Operations; Vice President, Project Management; Vice President, Mexico Operations; Vice President, Supply Chain Management.

Violations of this policy may result in disciplinary action against the offending Seller(s), up to and including termination of this Order. Where the conduct engaged in is illegal, violators may also be subject to prosecution under applicable federal, state, or local laws. Additionally, Seller agrees that any unauthorized recording or other reproduction made in violation of this Section    represents the property of Superior Industries and must be surrendered, along with any additional copies made, to Superior Industries upon request.

## International Purchase Order Terms/Conditions

These purchase order terms and conditions will be applicable whenever (1) a U.S.-based Superior Industries International, Inc. operation or plant issues a purchase order to a supplier outside of the U.S. and Canada; OR (2) a non-U.S. Superior Industries International, Inc. operation or plant issues a purchase order to a supplier that is outside of the country this Superior Industries International, Inc. entity is based.

1. **Acceptance of Order:** Buyer shall not be bound by this order until Seller executes and returns to Buyer the acknowledgment copy of this order. Seller shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment copy, when it otherwise indicates its acceptance of this order, when it delivers to Buyer any of the items ordered herein or when it renders for Buyer any of the services ordered herein. This order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms or conditions proposed by Seller are rejected unless expressly assented to in writing by Buyer. No contract shall exist except as hereinabove provided, unless otherwise mutually agreed by the parties hereto in writing.
2. **Pricing:** The prices established for the Goods or Services set forth in this order are firm fixed price unless otherwise noted in the body of the order. Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions. For time and material orders, buyer reserves right to audit documentation recording labor and material costs and seller agrees to provide this documentation to buyer.
3. **Amendments:** The parties agree that this order, including the terms and conditions on the face and reverse side hereof together with any documents attached hereto or incorporated herein by reference, contains the complete and final contract between Buyer and Seller; that no agreement or understanding to modify this order shall be binding upon Buyer unless in writing and signed by Buyer's authorized representative. All specifications, drawings, and data submitted to Seller with this order or referred to by this order are hereby incorporated herein and made a part of this order.
4. **Changes:** Buyer reserves the right at any time to make written changes in any one or more of the following: (a) Specifications, drawings and data incorporated in this order; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery; and (f) quantities.  
  
If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, Seller shall be entitled to claim an equitable adjustment in the price or delivery schedule, or both. Any claim for adjustment under this Article shall be deemed waived unless asserted within twenty (20) days from the date of receipt by Seller of the change order; provided, however, that Buyer, if it decides in its sole discretion that the facts justify such action, may receive and act upon any such claim submitted at any time prior to final payment under this order. Any claim by Seller for adjustment under this Article must be approved by Buyer in writing before Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative.
5. **Delivery:** Time is of the essence in the performance of this order, and if delivery of items is not made in the quantities and at the times specified, or rendering of services is not completed at the times specified, Buyer reserves the right without liability, and in addition to its other rights and remedies, to take either or both of the following actions: (a) direct expedited routings of items (the difference in cost between the expedited routing and the order routing costs shall be paid by Seller); (b) terminate this order by notice effective when received by Seller as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.

Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's routing instructions. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence; provided, however, that when Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer. If Seller's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and subcontractor and without the fault or negligence of either of them and the items to be furnished or services to be rendered were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule.

Buyer will have no liability for payment for items delivered to Buyer which are in excess of quantities specified in this order and delivery schedules. Such items shall be subject to rejection and return at Seller's expense, including transportation charges both ways. Buyer will not be liable for any material or production costs incurred by Seller in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules.

- 6. Inspection and Acceptance:** Payment for any items under this order shall not constitute acceptance thereof. The date payment is due shall be computed from the later of the date when Buyer receives a correct invoice or the date when Buyer receives conforming items. All items purchased hereunder are subject to inspection at Buyer's destination either before or after payment or before or after acceptance, at Buyer's option. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways. No replacement of rejected items shall be made unless specified by Buyer in writing.

Buyer shall not be liable for failure to accept any of the items, if such failure is the result of any cause beyond the control of Buyer. Among such causes, but not definitive thereof, are fires, floods, Acts of God, strikes, differences with employees, casualties, delays in transportation, shortages of cars, inability to obtain necessary materials or machinery or total or partial shutdown of Buyer's plant for any cause. Acceptance of any of the items shall not bind Buyer to accept future shipments, nor deprive it of the right to return items already accepted.

Acceptance of all or any part of the items shall not be deemed to be a waiver of Buyer's right either to cancel or to return at Seller's risk and expense all or any portion of the items because of failure to conform to this order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs, damage to materials, or articles caused by improper boxing, crating or packing, and loss of profits or other special damages incurred by Buyer. Such rights shall be in addition to any other remedies provided by law.

- 7. Packing, Drayage and Containers:** No charges for packing, drayage or containers will be allowed unless specified on the face of this order. Seller shall prepare, at its expense, labels for the boxes and shipping containers containing such information, if any, as Buyer may specify. Seller shall be liable for damage to materials or articles described herein caused by improper boxing, crating or packing.
- 8. Seller's Warranties:** Seller hereby warrants that the items furnished hereunder shall be free from defects in material, workmanship and design, of merchantable quality and fit for Buyer's purposes and that they shall conform with Buyer's instructions, specifications, drawings and data. Seller hereby further warrants that the items furnished hereunder shall conform to all representations, affirmations,

promises, descriptions, samples or models forming the basis of this order. Seller agrees that these warranties shall survive acceptance of the items. Seller further warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Seller to Buyer. None of said warranties and no other implied or express warranties shall be deemed disclaimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative.

**9. Interchangeability:** All items purchased hereunder (or parts thereof) are to be completely interchangeable with like items (or parts thereof) purchased from Seller previously by Buyer or Buyer's customer. To this end, all designs, processes or procedures used by Seller in supplying like items (or parts thereof) previously are to be used by Seller in supplying the items (or parts thereof) purchased herein. Any deviation to any of Seller's design, processes or procedures requires Buyer's prior written approval. Seller shall be liable for all of Buyer's costs associated with the discovery and retrofit of non-interchangeable items or parts thereof resulting from Seller's failure to comply with the requirements of this Article.

**10. Property of Buyer:** Unless otherwise provided in this order or agreed to in writing, property of every description including but not limited to all tooling, tools, equipment and material furnished or made available to Seller, title to which is in Buyer, and any replacement thereof shall be and remain the property of Buyer. Such property other than material shall not be modified without the written consent of Buyer. Such property shall be plainly marked or otherwise adequately identified by Seller as being owned by Buyer and shall be safely stored separately and apart from Seller's property. Seller shall not use such property except for performance of work hereunder or as authorized in writing by Buyer. Such property while in Seller's possession or control shall be listed in writing and kept in good condition, shall be held at Seller's risk, and shall be kept insured by Seller, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to Seller. As and when directed by Buyer, Seller shall disclose the location of such property, prepare it for shipment and ship it to Buyer in as good condition as originally received by Seller, reasonable wear and tear excepted.

**11. Special Tooling:** The term "special tooling" as used in this Article shall be deemed to include all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment and manufacturing aids, and drawings and any replacements of the foregoing, acquired or manufactured or used in the performance of this order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the production of the items or parts thereof or performance of the services of the type required by this order. The term does not include (a) items of tooling or equipment heretofore acquired by Seller, or replacement thereof, whether or not altered or adopted for use in the performance of this order, (b) consumable small tools, (c) general or special machine tools or similar capital items, or (d) tooling, title to which is in Buyer.

Seller agrees that special tooling shall be retained and not used or reworked except for performance of work hereunder or as authorized in writing by Buyer. While in Seller's possession or control, Seller warrants that it will keep the special tooling in good condition fully covered by insurance, and will replace it when lost, destroyed, or necessary for performance of work hereunder. Upon cessation or termination of the work under this order for which the special tooling is required, Seller shall furnish Buyer a list of the items, parts, or services for the manufacture or performance of which such special tooling was used or designed and a list indicating where each item of the special tooling is located, and

shall transfer title to and possession of the special tooling to Buyer for an amount equal to the unamortized cost thereof, or dispose thereof as Buyer may direct in writing. In addition, Buyer shall have the right to take possession of, including the right of entry for such purpose, any special tooling, title to which Buyer acquires hereunder, without any additional liability whatsoever to Seller.

**12. Confidentiality, Inventions:** All information furnished or made available by Buyer to Seller or to Seller's employees or subcontractors in connection with the items or services covered by this order shall be treated as confidential and shall not be disclosed by Seller, its employees and subcontractors to any third party either in whole or in part, without Buyer's prior written consent. Seller agrees not to assert any claim against Buyer with respect to any information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the items or services covered by this order. Seller agrees that all designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by Seller in connection with the items or services covered by this order, including all rights thereto, shall be the sole and exclusive property of Buyer, free from any restriction, and Seller shall protect same against unauthorized disclosure to or use by any third party. Seller agrees that, as to all inventions and improvements in such designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by Seller in connection with the items or services covered by this order, Seller will promptly identify and disclose such inventions or improvements to Buyer and execute or obtain the execution of any papers as may be necessary to perfect ownership of the inventions or improvements in Buyer or as may be necessary in the obtainment, maintenance, or enforcement by Buyer of any patent, trademark, copyright, trade secret, mask work right or other proprietary right pertaining to the inventions or improvements. The confidentiality provisions and the obligations of this paragraph shall survive termination or completion of this order.

**13. Intellectual Property Indemnification:** Seller agrees (a) to defend, indemnify and hold harmless Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, mask work or other proprietary right by reason of the manufacture, use or sale of the items or services covered by this order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions, (b) to waive any claim against Buyer under the Uniform Commercial Code as adopted by the State of California, U.S.A. or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer, and (c) that Buyer shall have a worldwide, nonexclusive, royalty free, irrevocable license to use, sell and have sold, repair and have repaired, and reconstruct and have reconstructed the items covered by this order. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer in connection with this order. The obligations of this paragraph shall survive termination or completion of this order.

**14. Indemnification:** Seller further agrees to indemnify and save Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorneys' fees, related in any way to this order, or the services performed or items delivered under this order, except for items manufactured entirely to Buyer's specifications, which are claimed or made by any person, firm, association or corporation, including employees, workers, servants or agents of Seller and his subcontractors arising from any cause or for

any reason whatsoever. Seller further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Seller or against Buyer. In the event Buyer's machinery or equipment is used by Seller in the performance of any work that might be required under this order, such machinery or equipment shall be considered as being under the sole custody and control of Seller during the period of such use by Seller.

- 15. Insurance:** Seller agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order. Seller further agrees to furnish evidence of insurance showing that Seller has and will maintain adequate insurance coverage during the life of this order in the opinion of Buyer, including but not limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Seller with insurance requirements does not in any way affect Seller's indemnification of Buyer under Article 13 above.
- 16. Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller fails to make reasonable progress towards completion of the order at the times specified, if Seller does not make deliveries as specified in the delivery schedule, if Seller breaches any of the terms hereof including warranties of Seller, if Seller makes an arrangement, extension or assignment for the benefit of creditors, if Seller dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets, if Seller becomes insolvent or if Seller generally does not pay its debts as they become due. If this order is cancelled for default, Buyer may require Seller to transfer title and deliver to Buyer any (1) completed items, and (2) partially completed items and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of this order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest. The rights and remedies of Buyer set forth in this Article are in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity or pursuant to other Articles of this order. If, after cancellation pursuant to this Article, it is determined by a court of competent jurisdiction, or otherwise, that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to Article 16 hereof.
- 17. Termination:** Buyer may terminate performance of work under this order in whole or from time to time in part by written notice of termination, whereupon Seller will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work. Seller will promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding transfer and disposition of title to the possession of such work and material. Within 60 days after receipt of such notice of termination, Seller will submit all its claims resulting from such termination. Buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Seller relating to this order. Buyer will pay Seller without duplication, the order price for finished work accepted by Buyer and the cost to Seller of work in process and raw material allocable to the terminated work, based on any audit Buyer may conduct and United States generally accepted accounting principles; less, however, (a) the reasonable value or cost (whichever is higher) of any items used or sold by Seller without Buyer's consent; (b) the agreed value of any items used or sold by Seller with Buyer's consent; and (c) the cost of any defective, damaged or destroyed work or material. Buyer will make no payments for finished work, work in process or raw material fabricated or procured by Seller in excess of any order or release. Notwithstanding the above, payments made under this Article shall not exceed the

aggregate price specified in this order less payments otherwise made or to be made, and adjustments shall be made reducing the payments hereunder for costs of work in process and raw material to reflect on a pro rata basis any indicated loss on the entire order had it been completed. Payment made under this Article constitutes Buyer's only liability in the event this order is terminated hereunder. Except as otherwise provided in this order, the provisions of this Article will not apply to any cancellation by Buyer for default by Seller or for any other cause allowed by law or under this order. Except as otherwise provided in Article 15, the provisions of this Article will not apply to any cancellation by Buyer for default by Seller. In no event shall Seller be entitled to anticipatory profits or to special or consequential damages under this order.

- 18. Compliance with Applicable Laws:** Seller agrees that, in the performance of this order, it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where work performance under this order is carried out, as well as all applicable laws of the United States of America, including but not limited to the U.S. Foreign Corrupt Practices Act, Trading With The Enemy Act, Arms Export Control Act and regulations of the Office of Foreign Assets Control.
- 19. Buyer's Global Sourcing Code of Supplier Conduct:** Seller hereby agrees to comply fully with the Superior Industries International, Inc. Corporation Global Sourcing Code of Supplier Conduct, which is incorporated by reference herein, and is available on Superior Industries International, Inc. Corporation's public website at [www.supind.com](http://www.supind.com).
- 20. Waiver:** The failure of Buyer to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.
- 21. Assignment:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Seller subcontract for completed or substantially completed material called for by this order without Buyer's prior written consent.
- 22. Remedies:** The remedies provided for herein shall be cumulative and in addition to any other or further remedies provided by law or equity. Buyer shall have the right to set off against any amounts payable by Buyer to Seller under this order or any other agreements between Buyer and Seller any amounts which Seller owes to Buyer under this order or otherwise. In the event of any disputes arising under this order, Buyer and Seller shall proceed diligently with the performance required hereunder pending resolution of any such dispute. If any portion of this order is invalid or unenforceable, the remaining portions of this order shall remain valid and enforceable.
- 23. Dispute Resolution:** In the event of a dispute between the parties arising out of or related to this order which solely concerns monetary damages or money due, the parties agree that a meeting shall be held promptly attended by representatives of each party having decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If the parties do not succeed in negotiating a resolution of the dispute, the parties shall use their best efforts to select an alternative dispute resolution procedure ("ADR"), such as a "mini trial" or mediation, to resolve the dispute. If the parties are unable to agree upon a form of ADR within an additional fifteen (15) days, then either party may pursue other available remedies upon written notice to the other party. If the parties are able to agree upon a form of ADR, they shall pursue its implementation in good faith and in a timely manner. In the event the ADR does not result in a resolution of the dispute, then either party may pursue other available remedies upon written notice to the other party. All disputes hereunder shall be resolved in the English language. Notwithstanding anything to the contrary herein, any dispute arising hereunder that is



not subject to or resolved using an ADR procedure, shall be resolved in the United States federal courts serving Los Angeles, California, U.S.A. or in the courts of the State of California, as may be applicable, and such courts shall have exclusive jurisdiction and venue for resolution of all such disputes, and the parties hereto do hereby irrevocably submit to such jurisdiction and venue, waiving any objection to the contrary hereafter.

**24. Governing Law:** This agreement shall be governed, interpreted and construed by, and in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods, 1980 as amended.

**25. Prevailing Language:** This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.

**\* For a copy of these terms and conditions in Spanish please contact Superior Corporate Purchasing Department at 818 781-4793**

“Superior Industries encourages its employees and suppliers to meet the highest level of integrity and ethical code of conduct. To maintain this high standard, it is the responsibility of all suppliers to report any impropriety by Superior personnel immediately. To facilitate this, Superior has a toll-free number suppliers can use (866-252-0432) to report any infraction regarding Superior personnel.”

**“All on-site work requires contacting Superior Safety Department prior to starting work for mandatory environmental and safety training. Vendors deviating from this requirement may be subject to contract termination and removal from our facility.”**