



**Ventura Manufacturing, Inc. General Terms and Conditions of Sale  
April 2023**

**1. Applicability.** These General Terms and Conditions of Sale (these “**Terms**”) are incorporated by reference into every quotation (whether referred to therein as a quote, quote estimate, quotation or otherwise), acknowledgement, invoice or other sales document (collectively, “**Sales Documents**”) issued by Ventura Manufacturing, Inc. (“**Ventura**”) to the buyer and/or its applicable affiliate(s) named thereon (“**Buyer**”). Ventura’s quotation constitutes an offer or counteroffer by Ventura to sell the goods and/or services described therein (“**Products**”) to Buyer, subject in all respects to, and strictly in accordance with, these Terms and the Sales Documents exclusively, and these Terms together with such Sales Documents are the only terms and conditions that govern or otherwise apply to any sale of Products by Ventura to Buyer. Any of the following acts by Buyer shall constitute Buyer’s acceptance of these Terms and the Sales Documents in their entirety: (a) acknowledging the quotation; (b) issuing a purchase order, release or other similar document for Products on the same or substantially the same terms as reflected on the face of the quotation; (c) accepting delivery of the Products; or (d) by any other conduct which recognizes the existence of a contract for the purchase and sale of the Products. Once accepted, the quotation and other Sales Documents, the applicable final drawings, specifications, statements of work, and assignment of tasks and responsibilities, as each may be amended from time to time by mutual written agreement of the parties, and any other documents signed by an authorized representative of each party relating to the sale and purchase of Products, are incorporated herein by reference and, together with these Terms, constitute the “**Contract.**” Neither Ventura’s issuance of any Sales Document nor Ventura’s manufacture, delivery or performance of any Products (including delivery or rendering of Products or the commencement of work) shall constitute acceptance by Ventura of any additional or different terms and conditions attached to or purportedly incorporated into any RFQ materials, purchase order, release or other purchasing document issued by Buyer (collectively, “**Purchasing Documents**”), and any such terms and conditions are specifically excluded and are not incorporated into the Contract. For avoidance of doubt, Ventura hereby objects to any additional or different terms proposed by Buyer in its Purchasing Documents (or in any communication or otherwise), whether printed or otherwise, as wholly unacceptable to Ventura, and such proposed additional or different terms shall not become part of the Contract (or otherwise a part of any contract between Ventura and Buyer) and shall have no effect with respect to any sales by Ventura or purchases by Buyer of any Products. Ventura’s performance under any accepted purchase order or release issued by Buyer is expressly limited to and conditioned upon Buyer’s acceptance of the terms and conditions of the Contract exclusively (including these Terms). Notwithstanding the foregoing, Ventura reserves the right at any time to reject any order or release not issued in compliance with the Contract or any order or release that purports to include other terms not including in the Contract.

**2. Prices; Minimum Purchase Requirements.** Unless otherwise provided in the Contract (including the quotation or other Sales Document):

**a.** Price quotations for the Products are in US Dollars and shall remain valid only for the period of time specified in the quotation, and after such period or if no time period is specified, prices are subject to change without notice and Ventura shall invoice Buyer for Products based on prices in effect at the time of shipment or performance. Prices are FCA Ventura’s shipping point. Prices are not subject to decrease for any reason, including prices charged for similar goods or services sold or otherwise quoted to other customers of Ventura (including Buyer’s affiliates), any productivity, quality or other periodic price reduction programs, industry, commodity or other benchmarking activities, or Buyer’s receipt of a quotation for similar goods or services at lower price. Prices do not include supplying Buyer with prototypes, development, pre-production, evaluation samples, test data, service Products, returnable or expendable packaging, tooling or any development, engineering, testing, certification, qualification, or other services. All orders and releases are accepted subject to Ventura’s price in effect at time of shipment. Without limiting the foregoing, Ventura may, at its option, increase prices and/or surcharges on Products, and Buyer agrees to accept such increases, on account of Ventura’s direct or indirect costs, including volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, governmental acts (including tariffs, embargos or quotas), and any other event which may impact the price or availability of materials, supplies, services or labor required or helpful in connection Ventura’s performance.

**b.** Prices for Products do not include sales, use, excise, VAT, or any other tariffs or taxes that may be imposed by any taxing authority arising as a result of or otherwise relating to the sale, performance, delivery or use of the Products and for which Ventura may be held responsible for collection or payment either on its own behalf or on behalf of Buyer (collectively, “**Taxes**”). The amount of any present or future Taxes is in addition to

the price for the Products and shall be paid by Buyer upon demand without regard to the party assessed such Tax or where such Tax is imposed, or, in lieu thereof and as applicable, Buyer shall furnish Ventura with a Tax exemption certificate acceptable to the appropriate taxing authority and Ventura.

c. Buyer hereby acknowledges and agrees that the prices set forth in the Contract are contingent upon Buyer's agreement to purchase the greater of the total quantities during the applicable period as set forth in the Buyer's request for quote/proposal or Ventura's quotation. If Buyer (i) fails to purchase at 85% of such quantities or (ii) purchases more than 115% of such quantities during the applicable period, Buyer agrees that the pricing on the Products delivered to Buyer shall be adjusted retroactively to reflect the impact of the changed volumes on the costs and expenses of Ventura's performance, including with respect to raw material, labor, development and non-recurring engineering expenses, capital expenditures, facilities and equipment, manufacturing and logistics efficiencies, and other direct and indirect costs and expenses of Ventura. Buyer hereby agrees to pay Ventura such additional amounts Prox 30 following Buyer's receipt of Ventura's invoice.

### **3. Terms of Payment; Invoice Disputes.**

a. Payment terms for all Products other than tooling are Prox 30 from the date of delivery or performance unless otherwise provided in the Contract. Payment terms for tooling are one-third upon ordering material, one-third upon tooling completion and one-third upon tooling signoff (not to be unreasonably withheld, delayed or conditioned) unless otherwise provided in the Contract. Payments shall be made to Ventura at the address or otherwise pursuant to the instructions specified in the invoice with no discount for earlier payment and without any offset, debit, recoupment or other deduction for any reason. Buyer waives all rights of setoff. In the event Buyer fails to comply with the foregoing and without authorization or otherwise improperly sets off, debits, recoups or otherwise deducts from amounts due or to become due to Ventura, Ventura shall be entitled, in addition to all of its other rights hereunder or otherwise, to suspend performance of its obligations under the Contract until Buyer reverses such setoff, debit, recoupment or other deduction. Further, any amounts due or to become due to Ventura shall not be otherwise reduced on account of any price reduction or compromise on receivables that Buyer may agree to with its Customers (as defined below), including in connection with any systems, assemblies, components, modules or other goods or services incorporating or otherwise utilizing Products. Buyer shall pay all Ventura's costs of collection, including Ventura's attorneys' fees.

b. When any payment is not paid on or before its due date, Buyer agrees to pay a late charge on the sum outstanding, from the due date for receipt of payment to the actual date of receipt of payment, at a rate of 1.5% per month, or the maximum permitted by applicable law, on the unpaid balance. If a payment is not paid on or before its due date, Buyer agrees that Ventura may, in addition to any other right it may have, also immediately cease, without notice, all or any portion of Ventura's performance obligations under the Contract, whether or not related to the late payment. Whenever, in the judgment of Ventura, the financial condition of the Buyer does not justify the continuation of production or shipment on the specified terms of payment or Ventura otherwise has reasonable doubt as to Buyer's credit worthiness, Ventura may require full or partial payment in advance or additional collateral from Buyer. Buyer agrees to promptly provide Ventura all information reasonably requested by Ventura to make such determinations. Until the Products have been paid for in full, Buyer or any agent of Buyer will hold the Products subject to a security interest or lien in favor of Ventura allowing for the right of repossession by Ventura to the extent permitted by applicable law, and will not alter, remove, destroy, or damage any identifying mark on the Products or their packaging. Ventura shall also have a security interest in all tooling and other property of Buyer or its affiliates, which come into the possession or control of Ventura, as security for all sums owing from Buyer to Ventura. Ventura may take possession of the Products and any such tooling and other property under this Section at any time after payment for the Products or any other payment owed to Ventura has become due, and Buyer shall cooperate with and provide Ventura necessary access to facilitate such repossession.

c. Buyer shall notify Ventura in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within 10 days from the date of such invoice. Buyer will be deemed to have waived all rights to dispute any invoice for which Ventura does not receive timely notification of dispute and shall timely pay all undisputed amounts. The parties shall seek to resolve any invoicing disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations during any such dispute, including Buyer's obligation to timely pay all due and undisputed invoice amounts.

4. **Changes.** Changes to Products or otherwise in the work to be performed under the Contract may be made only if Buyer submits written instructions requesting such changes and Ventura accepts those changes in

writing as further provided in this Section. For avoidance of doubt, Ventura shall have no obligation to accept or otherwise implement any change to the Products or Ventura's performance requested by Buyer, including changes to design, specifications, materials, packaging, testing or delivery requirements. To the extent requested changes are agreed upon by Ventura pursuant to the foregoing, if any, the parties will negotiate in good faith appropriate adjustments to the time for performance, an equitable price adjustment for Ventura's increased costs, and the amount of reimbursement by Buyer for the costs of any finished Products or raw materials or supplies which become obsolete or any other costs or appropriate adjustments resulting from the requested changes. Buyer shall issue an updated purchase order or release, or the parties shall otherwise memorialize such agreement in writing as an amendment to the Contract, before Ventura is under any obligation to commence work on any such agreed-upon change. In addition, all costs and expenses associated with the implementation of any such requested change shall be paid by Buyer in advance unless otherwise agreed in writing by Ventura. Ventura reserves the right to request changes to the Products to offer improvements as to cost, quality and/or safety, and the right to unilaterally implement changes required by applicable law or that do not materially affect quality or performance, with or without notice.

**5. Termination by Ventura.** Ventura may immediately terminate the Contract or all or any part of any order or release, without liability to Buyer or any other party, as a result of: (a) Buyer's breach, threatened breach or repudiation of any representation, warranty, covenant or other term of the Contract; (b) any assignment for the benefit of creditors or any institution of proceedings in bankruptcy or insolvency by or against Buyer; (c) Buyer's request for accommodation from Ventura, financial or otherwise, in order to meet its obligations under the Contract; (d) Buyer entering or offering to enter into one or more transactions effecting a sale of a substantial portion of Buyer's assets or business or any merger, sale or exchange of equity interests that would result in a Change of Control (as defined below) of Buyer; or (e) financial or other condition that could, in Ventura's sole discretion, endanger Buyer's ability to make required payments or otherwise perform. In addition, Ventura may terminate the Contract or all or any part of any order or release, with or without cause, upon delivery of 30 days' advance written notice to Buyer. Following Ventura's termination, Buyer shall reimburse Ventura, upon receipt of Ventura's written demand, for all Products completed in accordance with Buyer's order or release and for all reasonable and allocable storage, transportation, packing, inventorying, packaging and other material management, labor, overhead and general and administrative costs and expenses, and any work-in-progress, raw materials acquired for manufacture of Products, capital equipment, tooling, other property and supplies of Ventura required or helpful in Ventura's performance or which are unique to the Products, unreimbursed or un-captured amortized capital expenditures for the research, development, and manufacture of Products, any unreimbursed non-recurring engineering costs, and Ventura's costs for settling any claims or disputes with its sub-suppliers in connection with component parts, raw materials, or services related to the Products (collectively, "**Termination Costs**"). Under no circumstances shall Ventura have any obligation to assist Buyer in any transition of supply of the Products (or substitutes therefor) to Buyer or any other vendor, except to the extent otherwise expressly agreed by Ventura, and then, only upon Ventura's actual receipt of all Termination Costs owed by Buyer to Ventura together with any applicable fees for such transition support.

**6. Termination by Buyer.** Buyer may only terminate the Contract (together with all orders and releases) for cause upon a material breach by Ventura which remains uncured 30 days following Ventura's receipt of written notice of such breach from Buyer (together with all necessary supporting information evidencing such breach), and then, only upon delivery of not less than 15 additional days' advance written notice to Ventura. Following Buyer's termination and upon Ventura's written demand, Buyer shall reimburse Ventura for all Termination Costs. Under no circumstances shall Ventura have any obligation to assist Buyer in any transition of supply of the Products (or substitutes therefor) to Buyer or any other person, except to the extent otherwise expressly agreed by Ventura, and then, only upon Ventura's actual receipt of all Termination Costs owed by Buyer to Ventura together with any applicable fees for such transition support.

**7. Delivery; Releases and Forecasts.**

**a.** Ventura reserves the right to schedule its production and make deliveries according only to firm releases provided by Buyer. In circumstances where Buyer specifies deliveries that do not conform to Buyer's previously received releases and forecasts, Buyer will be responsible for any resulting increase in cost, including handling and insurance charges and storage charges. In the event delay is caused by Buyer's failure to furnish information necessary for Ventura's performance, Ventura may extend the shipment date for a reasonable time in proportion to the period of Buyer's delay. Without limiting the foregoing, all delivery dates and quantities are estimates only and are not guaranteed. Notwithstanding the foregoing, Ventura shall use reasonable efforts to meet Buyer's requested delivery dates and quantities provided that Buyer has complied with Ventura's then

applicable lead-time requirements. Without limiting the foregoing, Buyer acknowledges and agrees that Ventura may deliver up to 15% more or less than the ordered/released quantities up to 5 business days early or late, and Buyer shall accept and timely pay for any such excess or shortfall quantities or early or late deliveries.

b. Unless a longer period is required and communicated by Ventura in writing, Buyer shall provide Ventura no less than 6 weeks of firm orders or releases for finished Products, no less than 6 additional weeks of firm authorization to purchase raw materials, and no less than 12 additional weeks for planning volumes. In no event shall Ventura be obligated to produce or deliver Products not in accordance with this Section or Ventura's standard capacity rates (as modified and communicated from time to time).

8. **Risk of Loss; Packaging.** Buyer assumes all risk of loss of Products upon delivery by Ventura to the carrier. Ventura agrees to package the Products in accordance with sound commercial practice and put them in the possession of a carrier. If Ventura is requested to use Buyer's returnable packaging but such packaging is unavailable or deficient (as determined by Ventura in its sole discretion), Ventura may use expendable packaging and Buyer shall reimburse Ventura for the costs of such expendable packaging on demand. Unless otherwise specified in the quotation, all crating, marking, labeling, corrosion protection, export or other special packaging will be an additional charge to Buyer. Ventura shall not be obligated to obtain insurance or to prepay transportation costs. Buyer agrees to pay all loading, unloading and other charges incidental to transportation. Ventura will attempt to follow Buyer's written shipping instructions, but may make reasonable changes thereto. If no written shipping instructions are provided by Buyer, shipment and delivery will be made by the carrier and in the manner designated by Ventura. Whether or not Ventura pays shipping charges, risk of loss shall pass to Buyer upon delivery of the Products to the carrier.

9. **Limited Warranties and Remedies.**

a. Ventura warrants to Buyer for a period of 30 days following delivery that: (i) Ventura has good transferrable title to the Products delivered, free and clear of liens upon receipt of final payment for such Products; and (ii) that at the time of delivery, the Products delivered will conform in all material respects to the final material specifications issued or otherwise approved by Ventura and set forth in the Contract. Ventura shall not be liable for a breach of the foregoing limited warranty unless: (A) Buyer gives written notice to Ventura, describing the nonconformance in reasonable detail, within 60 days following delivery or, if Buyer's initial inspection of the Products could not have uncovered the nonconformance, within 7 days of Buyer's discovery of the nonconformance or when Buyer reasonably should have discovered the nonconformance, but in no event later than 1 year following the date of delivery; (B) Ventura is given a reasonable opportunity to examine the Products and Buyer (if requested to do so by Ventura) promptly returns 100% of the reportedly nonconforming Products to Ventura's place of business for examination at Buyer's cost; and (C) Ventura reasonably verifies Buyer's claim that the Products are nonconforming in Ventura's sole discretion. Notwithstanding the foregoing, prototypes, development, pre-production and evaluation samples are provided "AS IS," without warranty of any kind.

b. THE LIMITED WARRANTIES GIVEN IN THIS SECTION 9 ARE EXCLUSIVE AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. There are no other representations of warranties or guaranties, and no agreement varying or extending the foregoing warranties, or the remedies or limitations contained in these Terms, applicable to the Products will be binding on Ventura unless otherwise agreed to in a signed writing by an officer of Ventura expressly referencing this Section 9.

c. Specifically excluded from any warranty offered by Ventura under the Contract are the following, for which Ventura shall have no liability whatsoever: (i) damages or defects caused by unauthorized or improper installation, repair, storage, handling, misuse, use in applications outside of the specifications of the Products, failure to maintain the Products in accordance with applicable standards, alteration of the Products or other similar circumstances; (ii) damages or defects caused by the failure of the Products to comply with applicable law, including environmental, health, and safety laws; (iii) damages or defects caused by any equipment, component, system, or assembly not manufactured or sold by Ventura ("**Third-party Components**") and/or the integration, incorporation, interaction, connection, placement, or use of conforming Products in or with any Third-party Components; (iv) damages or defects attributable to or caused by (A) misuse, neglect, accident, abuse, or vandalism or any transit-related damage, (B) acts of god or insurrection, (C) normal wear and tear, or

(D) any other acts that are beyond Ventura's reasonable control; or (v) design defects to the extent Products are designed by Buyer, Buyer's affiliate(s) or any other third party.

**d.** The remedies afforded Buyer under this Section 9 shall be exclusive for any non-conforming Products but shall be unavailable to Buyer if Buyer inspected or reasonably should have inspected the Products and could have discovered the non-conforming Products upon such inspection, which failure shall be deemed an irrevocable waiver by Buyer of such or any other remedies. After identifying any non-conforming Products and so notifying Ventura as required under Section 9, Buyer will provide Ventura the results of its internal root cause analysis of the non-conformance(s) within 5 days together with any other information requested by Ventura relating to the non-conformance(s). Buyer shall further cooperate with Ventura in a joint root cause analysis led by Ventura, and in developing and implementing corrective action programs or other plan(s) to remediate potential failures that may have contributed to such non-conformance(s), which cooperation shall include, without limitation, providing Ventura and its agents reasonable access to Buyer's personnel and operations.

**e.** Buyer's exclusive remedy for any warranty claim or for any other claim arising in connection with or otherwise related to the Products (whether or not the Products have been installed and whether or not the Products are the subject of a voluntary or involuntary recall, customer satisfaction or other service campaign or similar action) will be the replacement of the Products, free of charge, FOB Ventura's facility, or, at Ventura's option, a credit in a fair amount not to exceed the aggregate purchase price for the Products, which are proven to be nonconforming within the warranty period as determined by Ventura in its sole discretion. As a condition precedent to any replacement or credit under this Section 9, Buyer must timely comply with the notice and other requirements set forth in this Section 9. For avoidance of doubt, in no event shall Ventura be liable to Buyer or any other party for any damages, costs or expenses arising as a result of or otherwise relating to any voluntary or involuntary recall, customer satisfaction or other service campaign or similar action. In the event any remedy provided herein fails its essential purpose and monetary damages may be imposed, except to the extent arising solely and directly as a result of Ventura's gross negligence or willful misconduct, Ventura's liability, whether founded in contract or tort, arising as a result of or relating to (a) the Contract or any performance or breach thereof, (b) any design, manufacture, delivery, sale, repair, replacement or use of Products, or (c) the furnishing of any service, shall not exceed, in any given calendar year, a maximum of 5% of the revenue actually received by Ventura from Buyer during the immediately preceding calendar year for the Product(s) giving rise to such remedy. No legal action arising as a result of or otherwise relating to the Contract, whether alleging breach of warranty or other breach, default or tortious acts, shall be commenced against Ventura more than one (1) year after delivery of the Product(s) giving rise to such claim, or one (1) year after claimant could reasonably have discovered the basis for such action, whichever comes first. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL VENTURA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, RECALL OR OTHER SERVICE CAMPAIGN RELATED EXPENSES, LOSS OF USE OF THE PRODUCTS, COST OF CAPITAL, COST OF ASSEMBLY, PLANT OR LINE SHUTDOWNS, STOPPAGES OR SLOWDOWNS, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES, ARISING AS A RESULT OF OR OTHERWISE RELATING TO ANY BREACH BY VENTURA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED (CONTRACT, TORT OR OTHERWISE), AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**10. Indemnification.** To the fullest extent permitted by applicable law, Buyer hereby expressly agrees to indemnify, defend, and hold harmless Ventura and Ventura's affiliates, and its and their officers, directors, managers, employees, agents, successors and assigns from and against any and all claims, liabilities, lawsuits, losses, costs, expenses and damages (including attorneys' and professionals' fees) of any kind or nature whatsoever, including claims for personal injury (including death) or property damage, whether such claims are founded in contract, tort or otherwise, including strict liability, which arise as a result of or otherwise relate to the Contract (including any breach thereof) and/or the Products, except to the extent arising solely and directly as a result of Ventura's gross negligence or willful misconduct. Ventura's obligation to indemnify, defend, and hold harmless Buyer, any third party or any other person from any direct or indirect claims, liabilities, lawsuits, losses, costs, expenses and damages is limited solely to Ventura's IP Indemnification Obligation (as defined below).

**11. Tooling.** All tooling, molds, dies, jigs, and other equipment (including any special tooling) ("**tooling**") required to produce Products shall remain Ventura's property unless otherwise agreed in writing. Buyer's tooling in the possession of Ventura are at the risk of Buyer, and Ventura does not undertake to insure, maintain or

repair such tooling unless otherwise expressly agreed in writing. Notwithstanding the foregoing, Ventura will be responsible for normal maintenance of all tooling necessary to produce the Products. Buyer, however, will be responsible for major repairs, rehabilitation and replacement of Buyer's tooling. Notwithstanding any return of Buyer's tooling to Buyer, Buyer shall acquire no interest in any proprietary design and/or processing information evident in the tooling used by Ventura to produce the Products for Buyer. Buyer's tooling which is used to produce the Products that are the subject of the Contract shall not be removed from Ventura's possession unless and until Buyer properly terminates the Contract pursuant to Section 6. In addition, Buyer grants Ventura a security interest in all Buyer owned tooling held or controlled by Ventura until all amounts owed to Ventura by Buyer are paid.

**12. Ownership of Intellectual Property.** Buyer acknowledges and agrees that: (a) any and all of Ventura's Intellectual Property Rights (as defined below) are the sole and exclusive property of Ventura or its licensors; (b) Buyer shall not acquire any ownership interest in any of Ventura's Intellectual Property Rights under the Contract or otherwise (notwithstanding any payment by Buyer relating to development or non-recurring engineering costs), or any other rights in or to Ventura's Intellectual Property Rights, except for the limited license described in this Section, and all right, title to, and interest in all Intellectual Property Rights and related materials (including all plans, diagrams, specifications, designs, data, drawings and models) which are developed, designed or generated by Ventura prior to and/or in the performance of the Contract shall be owned solely by Ventura as legal and beneficial owner; and (c) Buyer shall use Ventura's Intellectual Property Rights solely for purposes of using the Products and only in accordance with the instructions provided by Ventura, if any. Buyer is hereby granted a limited, revocable, non-exclusive, non-transferrable license to use, sell and repair the Products and as required to otherwise incorporate the Products into Buyer's goods and services. "**Intellectual Property Rights**" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) copyrights, works of authorship, expressions, designs and design registrations, whether or not copyrightable; (iv) trade secrets; and (v) design rights and all industrial and other intellectual property rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing. Ventura shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that the use or resale by Buyer or any subsequent purchaser or user of the Products directly infringes any U.S. patent issued at the time of delivery of such Products, but only on the condition that: (A) Ventura receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to and the cooperation of Buyer for such defense; (B) the Products were made according to a specification or design furnished solely by Ventura; and (C) the claim, suit, or action is brought against Buyer. Provided all of the foregoing conditions have been met, Ventura shall, at its own expense, either settle such claim, suit or action, or pay all unappealable direct damages finally awarded by a court of last resort ("**Ventura's IP Indemnification Obligation**"). If otherwise permitted use or resale of such Products is finally enjoined, Ventura shall, at Ventura's option, procure for Buyer the right to use or resell the Products, replace the Products with equivalent non-infringed goods, modify the Products so they become non-infringing but substantially equivalent, or refund or credit the price actually paid by Buyer to Ventura for such Products (less reasonable allowances for use, damage and obsolescence). Neither Buyer nor any other person at Buyer's direction or otherwise on behalf of Buyer may remanufacture, reverse engineer, manufacture, import, export or otherwise utilize Ventura's Intellectual Property Rights other than pursuant to a separate and specific Technology Contract signed by an officer of Ventura.

**13. Service Parts.** Ventura will manufacture and supply service parts for automotive Products for a maximum period of 10 years after end of current-model production as determined by Ventura in its sole discretion. The price for the first year will be the price for current-model production Products in effect in the last year of current-model production, plus the actual cost differentials for packaging, materials, and any other agreed upon special accommodations. For each year thereafter, the parties shall agree to an adjustment in price that fully compensates Ventura for all increased costs of manufacture, including as a result of decreased volume levels versus the last year of current-model production, necessary materials, supplies, labor and other costs for equipment, set up, packaging and similar factors. Applicable minimum order quantities, forecasts, and other incidental commercial requirements for service Products shall be as determined by Ventura in its sole discretion from time to time. Notwithstanding the foregoing, Ventura reserves the right to stop manufacturing and supplying service parts and require Buyer to make a one-time final purchase of its services requirements. Except as described herein or otherwise required by applicable law, Ventura shall have no obligation to manufacture or supply service parts or any literature, materials or other information relating thereto.

**14. Dispute Resolution.** Buyer will first endeavor to resolve through good faith negotiations with Ventura any dispute arising under or in connection with this Contract.

**15. Force Majeure.** Ventura shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the Contract for any failure or delay in fulfilling or performing its obligations when such failure or delay is, at least in part, directly or indirectly caused by or results from acts or circumstances beyond the reasonable control of Ventura including acts of God, flood, fire, earthquake, explosion, foreign or domestic governmental actions, regulations or orders (whether or not later determined invalid), war, invasion or hostilities (whether war is declared), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, disease or other public health emergency (including government-mandated quarantine and travel restrictions), lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, directed suppliers, telecommunication, tooling or other equipment breakdown (or any repair, maintenance or rehabilitation thereof), shortage of fuel, power or other utilities, supplies, infrastructure, or transportation, or other similar or dissimilar events beyond the reasonable control of Ventura. For avoidance of doubt, to the extent that any such failure or delay causes Ventura to reduce or suspend its production, deliveries or performance, the time for Ventura's performance shall be automatically extended for so long as required for Ventura to remove or otherwise overcome such failure or delay. Ventura reserves the right to equitably allocate available Products, materials and resources based on production capacity and customer needs, and Buyer shall cooperate with any such allocation.

**16. Confidential Information.** All non-public, confidential or proprietary information of Ventura, including specifications, samples, patterns, designs, plans, drawings, documents, data, hardware, software, material formulations and compositions, manufacturing processes and methods, business operations, customer or supplier lists, pricing, discounts or rebates, disclosed or otherwise made available by Ventura or its agents to Buyer, and any representations, compilations, analysis, and summaries of the foregoing, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, or observed or otherwise learned, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Contract shall be held by Buyer in strict confidence and used solely for the purpose of doing business with Ventura pursuant to the Contract, and may not be otherwise used, disclosed or copied by Buyer unless authorized in advance by Ventura in writing. Buyer shall restrict access to and limit disclosure of Ventura's confidential information to only those of Buyer's employees, directors, officers, managers, and advisors with a need to know the information to accomplish the purpose of the Contract, provided that they have been instructed and are bound in writing not to disclose the confidential information or use it for any purpose other than as permitted under the Contract; and provided further that Buyer shall at all times remain fully liable to Ventura for any act or omission by such persons that would constitute a breach of the Contract if taken or not taken by Buyer. Upon Ventura's request, Buyer shall promptly return all documents and other materials received from Ventura and promptly and securely destroy (with written certification thereof) any compositions, summaries or other embodiments thereof. Ventura shall be entitled to injunctive relief for any violation of this Section. The obligations of non-use and confidentiality set forth in this Section do not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure as evidenced by Buyer's written records; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party as evidenced by Buyer's written records. The obligations contained in this Section shall not prevent Buyer from disclosing Ventura's confidential information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Buyer provides Ventura prompt written notice of such requirement so as to permit Ventura to seek an appropriate protective order to prevent disclosure of all or part of such confidential information and Buyer reasonably cooperates with Ventura in obtaining such protective order, and provided further that Buyer will disclose only that portion of the confidential information that Buyer is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such confidential information. For the avoidance of doubt, Buyer's obligations under this Section shall survive any expiration or termination of the Contract.

**17. Audits and Financial Review.** Ventura shall have no obligation to participate in any Buyer financial review or otherwise provide any of Ventura's financial information to Buyer or any other person, including as it relates to Buyer owned tooling and/or capital equipment. Notwithstanding the foregoing, upon an uncured material breach by Ventura and written request by Buyer, Ventura will only be required to produce financial information relative to the default and ability to perform its obligations in the future after mutually agreed to procedures have been established for the review of actual and forecasted financial information, which financial information shall be limited in all respects to annual, fiscal, interim or internal financial statements consisting of an income statement and balance sheet of Ventura and Ventura's general ledger records related to its direct and indirect costs relevant to the subject Products. Ventura shall have no obligation to participate in any Buyer audit, inspection or quality review except with respect to Ventura's ability to perform its obligations in the future, and only after mutually agreed to procedures have been established. Such audit, inspection or quality review

shall be Buyer's cost, upon at least 4 weeks prior written notice, and in no event more frequently than once in any 12-month period.

**18. Compliance with Laws; Exports.** Buyer shall fully comply with all applicable law, statutes, rules, regulations, conventions, orders, standards and ordinances, including all applicable anti-corruption laws, as such acts may be amended from time to time. Each party acknowledges and agrees that the Products are subject to export controls imposed by the U.S. government under various federal laws. Buyer is responsible for compliance with all applicable U.S. export and international trade control laws, including the U.S. Department of Commerce's Export Administration Regulations (EAR), the U.S. Department of State's International Traffic in Arms Regulations (ITAR), and all economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Without limiting the foregoing, Buyer agrees that it will not export, re-export, or otherwise transfer any Products or technical data provided in connection with the Contract to any country, person, entity or end-user subject to U.S. export restrictions. Without limiting any other rights or remedies available to Ventura under the Contract or applicable law, Ventura may refuse to enter into or perform any order or release, and may cancel any order or release if Ventura determines, in its sole discretion, that entry into or performance of such order or release would violate any applicable law or regulation.

**19. Buyer's Customers; Government Sales.**

**a.** Buyer acknowledges and agrees that Ventura is not bound by any, and expressly rejects all, terms and conditions imposed upon Buyer, or purportedly imposed upon Ventura, by Buyer's direct or indirect customer(s) ("**Customer(s)**"), including any purported flow-down, flow-through or similar provisions, whether or not Ventura has notice of such terms and conditions. Regardless as to whether Buyer was directed to use Ventura for the manufacture of parts, Buyer's obligations to Ventura under the Contract will not be affected by: (a) the filing of a bankruptcy or insolvency proceeding or an assignment for the benefit of creditors by or against such Customer(s) under the laws of any jurisdiction; (b) a consensual, negotiated or court imposed or authorized modification or termination of all or any portion of the contractual arrangements between Buyer and such Customer(s); (c) any amendments or modifications to such Customer's contractual arrangements with Buyer, including any pricing, payment terms, discounts, rebates, cost or other improvement plans, set offs, debits, recoupments or other deductions, specifications or delivery or capacity requirements; or (d) the failure of such Customer(s) to timely or fully pay Buyer, including for any materials, components or services which include, incorporated or utilized the Products.

**b.** If Buyer elects to resell Products (including by incorporation into other goods or services) to the U.S. or foreign government, including any state, provincial or local government authority or quasi-government entity, or to a prime contractor or other subcontractor selling to any such persons, Buyer does so solely at its own risk and no provisions required in any government contract or subcontract related thereto shall be a part of the Contract or otherwise imposed upon or binding upon Ventura, and the Contract shall not be deemed an acceptance of any government provisions that may be included or referenced in any document issued to or by Buyer. Buyer shall be exclusively responsible for compliance with all applicable law for such sales and agrees not to obligate Ventura as a subcontractor or otherwise to such persons. Ventura makes no representations, certifications or warranties whatsoever with respect to the ability of the Products or any related pricing to satisfy requirements under applicable law, including Federal Acquisition Regulation, Defense Federal Acquisition Regulations, or any similar or dissimilar applicable law.

**20. Assignment and Delegation.** Buyer may not assign or delegate the Contract or any of Buyer's rights or obligations under the Contract without Ventura's prior written consent. Any attempted assignment or delegation by Buyer in contravention of this Section shall be null and void. A sale of a substantial portion of Buyer's assets or a material change in the direct or indirect ownership or control of Buyer (including control of more than 25% of Buyer's equity interests), any merger or consolidation directly or indirectly involving Buyer, or any other substantial change in Buyer's organization shall be deemed an assignment by Buyer ("**Change of Control**"). If Buyer requires Ventura to subcontract all or a portion of its duties or obligations under the Contract to a designated subcontractor (including any directed supplier arrangement, whether or not memorialized in a tri-party agreement or other formal arrangement), Ventura will not be responsible for a breach of the Contract caused by that subcontractor's failure to meet its warranty, delivery, or other contractual obligations. The Contract shall inure to the benefit of the parties' permitted successors and assigns.

**21. Notices.** Any notice, communication or statement required or permitted to be given under the Contract shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, by overnight courier service, or by email (with delivery



receipt requested), addressed to the address of the party specified on the face of the quotation; provided, however, that either party can change its notice address by written notice from time to time.

**22. General.** The Contract (including these Terms) contains the entire understanding of the parties relating to the subject matter thereof and is intended as a final expression of the parties' agreement and a complete statement of the terms thereof, and all prior negotiations and proposals between the parties regarding the sale and purchase of Products are superseded. The Contract (including these Terms) may only be amended or modified in writing signed by an authorized representative of Ventura; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that Ventura may modify these Terms from time to time by posting revisions to Ventura's website at <https://www.venturamfg.com/> (or any successor thereto) prior to the date when any such modification shall become effective, and such revised Terms shall apply to all new or revised orders or releases issued on or after the effective date thereof, and Buyer further acknowledges and agrees it is responsible to review such Ventura website periodically. For purposes of the Contract, the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation", the word "or" is not exclusive, the words "herein," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, the words "applicable law" shall be deemed to include any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, standard, other requirement or rule of law of any governmental authority, and any action or deliverable required to be taken or delivered "promptly" shall be so taken or delivered within 5 business days unless a shorter period is provided. Headings are solely for the purpose of reference, are not part of the agreement of the parties, and shall not in any way affect the meaning or interpretation of the Contract. Buyer and Ventura are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party. In the event of a conflict between the Terms and any other Sales Document made part of the Contract, the applicable Sales Document shall control. Ventura's waiver of any breach by Buyer shall not be construed as a waiver of any other breach, and no waiver by Ventura shall be effective unless it is in writing. The failure of Ventura to require performance under any provision of the Contract shall in no way affect Ventura's right to require full performance at any subsequent time. The validity, interpretation, and enforcement of the Contract shall be governed by the law of the state of Michigan, without regard to conflicts of law provisions, and the U.N. Convention on Contracts for the International Sales of Products shall not apply. Buyer irrevocably submits and agrees to the exclusive jurisdiction of the Federal District Court for the Western District of Michigan or, for state court, the Ottawa County Circuit Court in the State of Michigan. Buyer shall pay Ventura's reasonable attorneys' fees, costs, and expenses incurred in enforcing any provision of the Contract. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law or public policy, or otherwise invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties shall substitute the invalid or unenforceable provision with a valid provision that, as closely as possible, achieves the same business purpose as the invalid or unenforceable provision. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of the Contract.