



## **Terms and Conditions of Purchase**

## Ventura Manufacturing, Inc. Terms and Conditions of Purchase

**1. Offer and Acceptance; Exclusive Terms.** Each purchase order or revision thereof (the “**Order**”) issued by Ventura Manufacturing, Inc. (“**Ventura**”) is an offer by Ventura to the seller or its applicable affiliate(s) named thereon (“**Seller**”) for the purchase of goods (the “**Goods**”) or services (the “**Services**”) described therein and is governed by and subject in all respects to these Terms and Conditions of Purchase (sometimes referred to by Ventura in its Purchasing Documents (as defined below) as “Terms and Conditions” or similar, these “**Terms**”) exclusively as provided herein, and together with any attachments or items incorporated by reference (including any specifications, drawings, quality requirements or any other requirements of Ventura or Ventura’s customers (“**Customers**”)), and any supplier manual or other policies of Ventura provided or otherwise made available to Seller (together with any scheduling agreements or similar documents and any releases issued by Ventura under an Order, collectively, “**Purchasing Documents**”), constitute the complete and exclusive agreement between Ventura and Seller (the “**Agreement**”). Any of the following acts by Seller shall constitute Seller’s acceptance of the Agreement, including these Terms, in its entirety: (a) accepting or otherwise acknowledging the Order; (b) commencing work on the Goods or otherwise initiating performance of any portion of the Services; (c) initiating shipment of the Goods; (d) by other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Goods or Services; or (e) failure to object in writing to the Order within five (5) business days of issuance. For avoidance of doubt, a signed acceptance of the Order is not required. Any objection by Seller to the Agreement, including these Terms, are deemed waived by Seller upon the occurrence of any one (1) or more of the conditions described in (a) through (e) above absent Ventura’s express written agreement to amend or otherwise modify the Agreement. Acceptance of the Order is strictly limited to and conditional upon Seller’s acceptance of the Agreement, including these Terms exclusively. Any proposal by Seller to include additional or different terms or any purported attempt by Seller to vary any of the terms and conditions of the Agreement, including these Terms, whether in Seller’s proposal, quotation, acknowledgement, invoice, warranty statement or otherwise, shall be deemed void and Ventura hereby expressly objects and rejects such additional, different or varied terms and conditions; provided, however, that such proposal or attempted variance shall not be deemed a rejection of or counteroffer to the Order by Seller. The Agreement constitutes the entire agreement between Ventura and Seller, and no prior offers, proposals, quotations, statements, forecasts, courses of dealing, usage or trade shall be part of the Agreement; provided, however, for avoidance of doubt, any award letter, source letter, nomination letter or similar document issued or signed by an authorized representative of Ventura relating to the Goods or Services will continue to apply after the Order has been issued as modified thereby (with any conflict between such earlier award letter, source letter, nomination letter or similar document and the Order being governed and controlled by the Order). In the event the Order is determined by a court of last resort to comprise any acceptance of a prior offer by Seller, such acceptance is strictly limited to the terms and conditions set forth herein.

**2. Order Duration.** Subject in all respects to Ventura’s termination rights, the Agreement is binding on the parties for (a) the length of the applicable original equipment manufacturer vehicle or other program production life for which Ventura anticipates incorporating the Goods or Services, (b) such alternate duration expressly set forth on the face of the Order, or (c) one (1) year from the date the Order is issued if the Goods or Services are not associated (directly or indirectly) with one (1) or more applicable original equipment manufacturer vehicle or other program (as determined by Ventura), automatically renewing for successive one (1) year periods thereafter unless Ventura provides notice to Seller of its desire not to renew (and thereafter, Seller shall reasonably cooperate with Ventura to secure an alternate source of supply acceptable to Ventura and to otherwise ensure an orderly transition of supply pursuant to Section 18 below). Seller’s obligations with respect to service and replacement Goods, including those under Section 15 below, will survive expiration or termination of the Agreement. Seller acknowledges and assumes the risk of the original equipment manufacturer vehicle or other program production life, as applicable, being delayed, suspended, cancelled, extended or otherwise expanded or reduced, and agrees to supply according to any applicable program (or related program) life changes.

**3. Delivery; Order Quantity.** Time and quantity are of the essence in Seller’s performance of the Agreement. Seller shall deliver the Goods and perform the Services strictly in accordance with the quantities, schedules, and other requirements specified in the Agreement, including delivering one hundred percent (100%) of the quantities of Goods or Services requested on the delivery or performance dates specified by Ventura. Seller shall immediately notify Ventura if Seller is or may be unable to deliver the Goods or perform the Services in the quantities and on the dates and times specified by Ventura. Ventura may change the rate of scheduled deliveries or performance or direct temporary suspension of the same, neither of which entitles Seller to any price modifications. Without limiting the foregoing or any other rights and obligation of the parties, Seller is responsible to meet volume increases up to at least fifteen percent (15%) more than communicated by Ventura from time to time. Ventura is not obligated to accept

early or late deliveries or performances, or partial or excess deliveries or performances. Risk of loss or damage and responsibility for the inspection, sorting, storage, maintenance, insurance, re-performance or return of any rejected deliveries or deliverables shall be borne solely by Seller. Without otherwise limiting Ventura's rights and remedies, if conforming Goods are not delivered or conforming Services are not performed at the agreed upon time: (a) any direct or indirect liabilities, damages and costs incurred by Ventura or its Customers, including all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage, replacements or re-performance shall be Seller's responsibility and paid or otherwise reimbursed to Ventura on demand; and (b) Ventura may, at its option, terminate the Agreement or all or any portion of the Order without liability pursuant to Section 17 below and reject any Goods or Services previously delivered or performed (even if initially accepted by Ventura, paid for in part or in full or utilized in part or in full, modified or otherwise altered). No act of Ventura, including acceptance of early, late, partial or excess deliveries or performance, any inspection (or lack thereof) or payment, shall act as a waiver of Ventura's rights under this Section. Unless otherwise agreed in writing by Ventura or specified on the face of the Order, all deliveries of Goods under the Agreement shall be FCA Ventura's facility (Incoterms 2020) and title to the goods shall pass to Ventura at the delivery point but, notwithstanding anything to the contrary, risk of loss or damage shall not pass to Ventura until such Goods are finally accepted by Ventura regardless of any transfer of title. If a specific quantity is not specified on the face of the Order, or if the face of the Order specifies the quantity as zero, "blanket," "see release," "as scheduled," "as directed," "as requested," "subject to Ventura's releases" or any similar descriptors, then the Order shall be deemed a requirements contract, and Seller hereby agrees to sell to Ventura and Ventura hereby agrees to purchase from Seller one hundred percent (100%) of Ventura's applicable facility's requirements for the Goods or Services in such quantities as are specifically identified by Ventura as firm orders in Ventura's releases issued or otherwise made available to Seller. For avoidance of doubt, each such release, authorization, manifest or other similar instruction issued or otherwise made available to Seller shall be deemed part of and shall be governed by and subject in all respects to, the Agreement (including these Terms).

**4. Forecasts.** Any estimates, forecasts or other projections of anticipated requirements for Goods and Services or program lengths provided by Ventura, if any, are, for avoidance of doubt, non-binding and provided for informational purposes only and are subject to change for any variety of internal and external factors within and outside Ventura's control. Ventura makes no representation, warranty, express or implied, including as to the accuracy or completeness of any such estimates, forecasts or other projections provided by Ventura to Seller from time to time. No such estimate, forecast or projection shall be deemed or otherwise construed as any form of commitment of Ventura or otherwise binding on Ventura in any respect.

**5. Labeling, Packaging, And Shipping.** All Goods shall be suitably prepared for shipment and must be labeled, packed, routed, and shipped in accordance with Ventura's instructions and specifications as provided from time to time, and otherwise in compliance with applicable law. To the extent labeling, packaging, routing or shipping requirements are not provided by Ventura, Seller shall pack, label, route, and ship the Goods in accordance with sound commercial practices and otherwise in a manner that will ensure that the Goods are adequately protected against damage and deterioration in transit and to otherwise ensure the best method of cost-efficient transportation. Seller will promptly provide Ventura all necessary packing lists and other papers with each shipment as required by applicable law together with any additional papers required to communicate the (a) applicable Order, release or other identification number(s) provided by Ventura, (b) Ventura, Seller, and as applicable, Customer part numbers, (c) description of Goods together with applicable serial, batch, lot or other production identification numbers, (d) number of units (together with unit of measure), boxes, pallets, and containers in the shipment, (e) Seller's name and contact information, (f) bill of lading number, (g) any required affidavits, certifications of origin or any other certifications, source inspection tags or similar documentation, (h) for repair, service, substitute or other replacements, Ventura's and Seller's RMA or similar identifiers, and (i) any other information requested by Ventura or its Customer(s) from time to time. Seller will pay all premium freight costs over normal freight costs as necessary to meet Ventura's required delivery dates due to Seller's acts or omissions or any issues with Seller's operations or supply chain. Seller shall take all necessary steps to ensure the accurate and timely delivery and receipt of planning and shipping releases between Seller and Ventura, including by adhering to applicable TS 16949 requirements. Seller is also obligated to send advance shipment notifications electronically at the time of shipment in accordance with Ventura's instruction. Without otherwise limiting Ventura's rights and remedies, Seller shall reimburse Ventura on demand for any liabilities, damages and costs incurred as a result of Seller's improper packing, labeling, routing or shipping or any other non-compliance with this Section, including all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage, rework, repair or replacements.

**6. Changes By Ventura.** Ventura reserves the right at any time, by delivery of notice to Seller, to change or cause Seller to change the Goods or Services, including changes to (a) applicable specifications, drawings, processing, methods of manufacturing, packing or shipping, approved sub-suppliers, (b) the place, date or time of delivery, or (c) any inspection, testing or quality control requirements, or any other changes to the applicable scope of work. Seller agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Order unless, within ten (10) days of Ventura's issuance of such notice, Seller notifies Ventura of any impact on the price or time for delivery or performance and a detailed claim for any requested adjustment(s) thereto (together with supporting information and related documentation). If after reviewing such claim and request, Ventura determines in its sole judgment that an adjustment is warranted, the parties will discuss an equitable adjustment taking into consideration any adjustments received by Ventura from its Customer; provided, however, any such adjustment shall only be considered if and to the extent the underlying change is the sole and direct result of a requirement of Ventura. No price increase shall take effect unless and until an Order revision is issued by Ventura to Seller, and Seller shall permit Ventura to audit all relevant Seller records and facilities to verify Ventura's claim and request. For avoidance of doubt, if Seller fails to respond within ten (10) days of Ventura's issuance of a change notice, Seller shall be deemed to have accepted Ventura's changes with no adjustment on the price or time for delivery or performance.

**7. Changes By Seller.** Seller shall make no changes to the manufacture of Goods or performance of Services, including any changes in manufacturing or assembly processes or procedures, specifications, designs, materials, internal or external finishes, fitments, forms or functions, location of manufacturing facilities, or personnel performing Services, without Ventura's prior written consent. If Seller proposes a change, Seller shall notify Ventura at least one hundred twenty (120) days prior to the proposed date of implementation together with all necessary information and documentation so as to permit Ventura to fully assess the proposed change. Seller shall provide, at Seller's sole cost, any samples and additional information, testing or other data requested by Ventura at the times and in the form requested by Ventura. In connection with and prior to implementation of any such change request approved by Ventura in writing, Ventura may condition its approval on and otherwise require, among any other requirements demanded of Seller, that (a) adjustments be made to the price or time for delivery or performance of Goods and Services and (b) Seller, at Seller's sole cost, prepare a safety stock of Goods satisfactory to Ventura. No changes may be made by Seller other than in accordance herewith.

**8. Payment.** Payment terms are Prox 30 days from the date of an accepted, valid invoice (in a form and containing such information as Ventura may require). Payment may be made electronically or by check on or before the due date unless otherwise specified by Ventura in writing. Notwithstanding the foregoing, payments may be withheld pending Ventura's receipt of satisfactory evidence that the Goods and Services were delivered or performed, as applicable, absent any liens, claims or encumbrances. If no currency is specified on the face of the Order, payment may be made at Ventura's option in U.S. dollars or the local currency of Ventura's receiving facility. All amounts due Seller or its affiliates shall be considered net of indebtedness or obligations of Seller and its affiliates to Ventura and its affiliates, and Ventura and its affiliates may set off against any amounts due or to become due to Seller or its affiliates from Ventura or its affiliates however and whenever arising and without notice. If any obligations of Seller or its affiliates to Ventura or its affiliates are disputed, contingent or unliquidated, including any claims by Ventura's Customers before final determination of cause, Ventura may defer payment of such amounts until such claims are finally resolved (as determined by Ventura in its sole discretion). In the event a Customer fails to pay Ventura for items or services incorporating or using the Goods or Services or debits, sets off or otherwise recaptures any amounts due or previously paid to Ventura for items or services incorporating or using the Goods or Services, Ventura may, in its sole discretion, either: (a) assign to Seller the right to collect such amounts from such Customer, in whole or in part, and Seller agrees to accept such assignment as payment for any amounts due from Ventura to Seller on a dollar for dollar basis; or (b) set off against any amounts due or to become due to Seller or its affiliates from Ventura or its affiliates, or debit any amount previously paid by Ventura to Seller for such Goods and Services, in each case on a dollar for dollar basis as determined by Ventura in its sole discretion. Without limiting the foregoing, if Ventura's Customer directed or otherwise identified Seller as the source from whom Ventura is to obtain the Goods: (a) Ventura will pay Seller for the products using the same payment terms for Goods and Services that Ventura's Customer uses for the goods in which the specific Goods and Services are incorporated, and any lengthening of the Customer's payment terms to Ventura will automatically lengthen the payment terms between Ventura and Seller by an identical amount of time; (b) within three (3) business days of any change in price, specifications or other terms negotiated or proposed between Seller and the Customer, Seller will notify Ventura in writing and will immediately adjust its invoices to reflect any price change, provided that no change will be binding on Ventura without Ventura's specific written consent

**9. Invoices.** All invoices must reference the applicable Order, descriptions and quantities of Goods delivered or Services performed, bill of lading numbers, applicable currency, and all other information requested by Ventura from time to time. Invoices shall be delivered to Ventura's address for invoices set forth on the applicable Order no earlier than the delivery or performance date of the Goods or Services invoiced or as otherwise directed by Ventura from time to time. As further set forth in Section 1 above, no invoice may reference any terms and conditions that are additional to or different or varied from than these Terms.

**10. Price.** Seller shall not invoice Ventura for Goods or Services at prices higher than stated in the Order, which prices are complete and include all customs expenses, duties, tariffs, and taxes (other than U.S. sales and use tax chargeable to Ventura), storage, detention, demurrage, handling, preparation, packaging, boxing, crating, cartage, transportation, travel, insurance, setup, and all other known or unknown direct and indirect Seller costs. No surcharges, premiums or other additional charges or expenses of any type may be added to such stated prices without Ventura's express prior written consent. Prices are not subject to increase and Seller expressly assumes the risk of the occurrence or non-occurrence of any events (foreseeable or otherwise) that may affect prices or Seller'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. Any exceptions regarding raw material adjustments shall be separately agreed by Ventura and Seller in a signed writing and shall follow a commercially published index. Quarterly index adjustments must be communicated via the Ventura price adjustment template and submitted no later than three (3) weeks prior to the start of the calendar quarter. Updated prices will take effect on the first day of the next quarter. Seller agrees to fully participate in any cost reduction programs or similar initiatives or requirements of Ventura or Ventura's Customers as requested from time to time, including providing personnel, resources, and Goods as required and at no cost to Ventura or Ventura's Customers. Without limiting the foregoing, unless separately agreed in a signed writing referencing this Section, Seller acknowledges and agrees that all prices for automotive Goods or Services are subject to an automatic annual year-over-year 1% cost reduction and that all such prices shall be automatically reduced by such amount on or before January 1 of the year following current-model launch and each year thereafter, whether or not Ventura issues a revised Order. Seller shall be automatically deemed to have accepted such revised Order if and when issued, but in no event shall Seller invoice or otherwise attempt to collect from Ventura any price other than the applicable reduced price. Seller represents and warrants that the prices charged for the Goods and Services do and shall not exceed the prices charged by Seller to any other customer for similar quantities of like goods or services under similar delivery requirements. In the event Seller reduces prices charged for the Goods or Services to any other customer, Seller will immediately notify Ventura and Ventura is authorized to revise the Order, as applicable, to such lower pricing and Seller shall be automatically deemed to have accepted such revised Order. Ventura shall receive the full benefit of all discounts, premiums, and other favorable terms of payment customarily offered by Seller to its customers. Seller shall ensure that the Goods and Services remain competitive in price, technology, service, and quality to other similar goods and services available to Ventura (whether through outside, in-house or affiliate sources). If a competitor to Seller quotes goods or services substantially similar to the Goods or Services that are of better value, technology or quality, then within thirty (30) days of Ventura's demand, Seller shall meet or exceed such competitive quotation. Should Seller fail to timely issue its revised offer, without otherwise limiting Ventura's rights and remedies, Ventura is authorized to revise the Order, as applicable, and Seller shall be automatically deemed to have accepted such revised Order, or alternatively, Ventura may, at its option, terminate the Agreement or all or any portion of the Order without liability pursuant to Section 17 below.

**11. 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 Seller, 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 Agreement shall be held by Seller in strict confidence and used solely for the purpose of doing business with Ventura pursuant to the Agreement, and may not be otherwise used, disclosed or copied by Seller unless authorized in advance by Ventura in writing. Seller shall restrict access to and limit disclosure of Ventura's confidential information to only those of Seller's employees, directors, officers, managers, and advisors with a need to know the information to accomplish the purpose of the Agreement, 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 Agreement; and provided further that Seller shall at all times remain fully liable to Ventura for any act or omission by such persons that would constitute a breach

of the Agreement if such act or omission had been taken or not taken by Seller directly. Upon Ventura's request, Seller shall (with written certification thereof) promptly return all documents and other materials received from Ventura and promptly and securely destroy 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 Seller at the time of disclosure as evidenced by Seller's written records; or (c) rightfully obtained by Seller on a non-confidential basis from a third party as evidenced by Seller's written records. The obligations contained in this Section shall not prevent Seller 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 Seller provides Ventura prompt 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 Seller reasonably cooperates with Ventura in obtaining such protective order, and provided further that Seller will disclose only that portion of the confidential information that Seller is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such confidential information. Without limiting the foregoing, Seller will not advertise, publish or otherwise disclose to any third party (other than to Seller's professional advisors, on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to sell Ventura the Goods and Services covered by the Order or use any trademarks or trade names of Ventura in any press release, advertising or other promotional materials. For the avoidance of doubt, Seller's obligations under this Section shall survive any expiration or termination of the Agreement. No information, including commercial, financial or technical information, disclosed or otherwise made available in any manner or at any time by Seller to Ventura in connection with the Agreement (including any such disclosures predating the Agreement) shall be deemed to be confidential or proprietary information, and Seller shall have no rights against Ventura with respect to any use or disclosure of such information.

**12. Indemnification.** To the fullest extent permitted by applicable law, Seller will defend, indemnify, and hold harmless Ventura, its affiliates and Customers, and the direct and indirect users of the products and services sold by Ventura, and each of their respective equity holders, employees, directors, officers, managers, and advisors, affiliates, agents, customers, invitees, successors, and assigns from and against all liabilities, claims, demands, losses, costs, damages, and expenses (including attorneys' and other professional fees) of any nature or kind (including special, incidental, consequential, indirect, personal injury, death, and property damages, royalties, anticipated or lost profits, any voluntary or involuntary recall or other customer field service action costs, costs allocated under warranty allocation programs, production delay, stoppage or interruption costs, inspection, handling, reworking, and re-performance charges, settlements and judgments, and other costs associated with Ventura's administrative time, labor, and materials) arising out of or resulting from: (a) any nonconforming or otherwise defective Goods or Services; (b) any negligent or wrongful act or omission of Seller or its representatives; (c) any breach or failure by Seller or its representatives to comply with any of the terms and conditions of the Agreement (including these Terms), including any breach of Seller's representations, warranties or covenants; (d) any actual or claimed infringement of patent, trademark, copyright rights, misappropriation of trade secrets, or any other claim relating to intellectual property of a third party, or any breach of confidentiality; or (e) any actual or alleged noncompliance by Seller or its representatives with applicable laws of the jurisdictions in which the Goods or the Services, and the products and services containing the Goods and Services, are to be consumed, used, sold, and performed, including any alleged violation of California's Proposition 65 or Seller's failure to disclose the presence of any chemical listed under California's Proposition 65 in Goods or Services provided to Ventura. Ventura may defend, or participate in the defense of (at Seller's sole cost), any claim brought by any third party entitling Ventura to indemnification under this Section. Seller agrees that Ventura's action to defend such claims (or participate in such defense) is in the interest of both Ventura and Seller and is done to mitigate damages. Seller waives the right to argue that Ventura's defense of such claims in any way limits Ventura's right to seek indemnity from Seller or assert a claim against Seller. Seller's obligation to provide indemnification as described in this Section shall apply regardless of whether any claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

**13. Warranty.** Seller expressly warrants to Ventura, Ventura's Customers, and the direct and indirect users of the products and services sold by Ventura that the Goods and Services shall: (a) strictly conform to all final specifications, drawings, samples, and other descriptions furnished, specified, approved or otherwise adopted by Ventura; (b) strictly comply with all applicable laws of the jurisdictions in which the Goods and Services, and the products and services containing the Goods and Services, originate or are to be consumed, used, sold, or performed; (c) be merchantable; (d) be free from any defects in design, to the extent furnished by Seller or any of its subcontractors or suppliers, even if the design has been approved by Ventura; (e) be manufactured entirely of new materials and free from any defects in materials and workmanship; (f) be fit, sufficient, and suitable for the particular

purpose for which the Goods or the Services are intended, including and as applicable, the specified performance in the component, system, subsystem or end-product location and the environment in which they are or may reasonably be expected to perform; (g) not and do not infringe, misappropriate, dilute or otherwise violate any patent, trademark, copyright or other intellectual property of any third party; and (h) at the time of physical delivery, be conveyed to Ventura with good title, free of all liens, claims, and encumbrances whatsoever. Seller acknowledges and agrees that it knows the particular purpose for which the Goods and Services are intended. For avoidance of doubt, Ventura's provision or approval of designs, drawings or other documentation does not release Seller from any liability. The warranty period shall be that provided by applicable law, except that if Ventura is obligated to provide a longer warranty period to or otherwise by its Customer, such longer period shall apply, and in no event shall such warranty period be shorter than sixty (60) months from Ventura's final acceptance of the applicable Goods or Services; provided, however, notwithstanding the foregoing warranty periods, upon the occurrence of any serial defect(s) in Goods or Services (as determined by Ventura in its sole discretion), the warranty period shall continue indefinitely. The warranties provided in this Section are in addition to all other warranties available under applicable law, and all such warranties shall survive inspection, testing, audit, review, acceptance, use or incorporation of the Goods and Services by Ventura. Seller shall promptly repair, replace, substitute, re-perform, refund or credit nonconforming Goods or Services upon notice in Ventura's sole discretion and at Seller's sole cost, without limiting or affecting Ventura's other rights or remedies, and the warranties provided in this Section shall likewise apply to such repaired, replaced, substituted or re-performed Goods and Services. All nonconforming Goods and Services shall be held at Seller's risk and sole cost.

**14. Remedies.** The rights and remedies reserved to Ventura herein are cumulative with and in addition to all other legal or equitable remedies available to Ventura under the Agreement (including these Terms) or applicable law. Without otherwise limiting such rights and remedies, Ventura may, at its option: (a) return nonconforming Goods or Services to Seller, at Seller's risk and expense, and require Seller to immediately issue Ventura a refund of all amounts paid or full credit against the price otherwise chargeable, or promptly repair or replace the Goods or re-perform the Services at Seller's risk and expense; (b) retain the Goods and Services and set off losses against any amount due Seller or its affiliates by Ventura or its affiliates; or (c) repair or replace the Goods and Services and charge Seller with all direct and indirect expenses arising therefrom. In addition to Ventura's rights and remedies set out herein, for avoidance of doubt, Ventura has all of the other rights and remedies that applicable law grants buyers, including the right to recover special, incidental, consequential, indirect or other damages resulting from any breach by a seller, including any costs, expenses, and losses incurred directly or indirectly by Ventura or its Customers (including the costs of inspection, sorting, storage, rework, repair, replacement, re-performance, voluntary or involuntary recall or other corrective service actions, and any personal injury, death or property damage caused by such breach or any nonconforming Goods or Services). Without otherwise limiting any right of reimbursement, refund, credit, set off or other manner of recoupment available to Ventura or its affiliates, including under this Section or Sections 3, 5, 8, 13, 21 or 28, Ventura shall have the right, without prior notice, to debit any amounts owing to Ventura or its affiliates resulting from any breach by Seller of any of Seller's obligations under the Agreement as determined by Ventura in its sole discretion. Seller shall notify Ventura of any good faith dispute with any debit within ten (10) days from the date of the debit or shall be deemed to have waived all rights to dispute such debit. The parties shall seek to resolve any debit-related disputes expeditiously and in good faith, provided that Seller shall continue performing its obligations during any such dispute. No delay by Ventura in exercising any of Ventura's rights or remedies shall be deemed a waiver of, or otherwise diminish or affect, such right or remedy. In any action brought by Ventura to enforce Seller's obligations in connection herewith, Seller acknowledges and agrees that monetary damages are not a sufficient remedy, and Ventura shall be entitled to specific performance and injunctive equitable relief as a remedy for any breach (without the necessity of showing damages or posting bond), plus recovery of Ventura's actual attorneys' fees and other professional fees. Ventura shall have the full statutory period of limitations to bring any action arising out of Ventura's agreement with Seller. Without limiting the foregoing, a reasonable time for Ventura to notify Seller of any breach is not less than two (2) years from when Ventura discovers the breach. VENTURA SHALL NOT BE LIABLE TO SELLER, UNDER ANY CIRCUMSTANCES, FOR ANTICIPATED OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND.

**15. Service And Replacement Parts.** During the production period and for (a) fifteen (15) years after the applicable original equipment manufacturer vehicle program ceases production (*i.e.*, end of program life) or (b) ten (10) years after any non-automotive program ceases production, Seller hereby agrees to sell to Ventura or its designee one hundred percent (100%) of Ventura's service and replacement requirements for the Goods, including component parts and materials, at the prices set forth in the Order (or applicable portion thereof as described in the next sentence) for the first five (5) years plus any reasonable and actual cost differential for specialized packaging as approved by Ventura. Thereafter, pricing shall be as mutually agreed by the parties in good faith taking into account

any actual cost differential for manufacturing plus any reasonable and actual cost differential for specialized packaging as approved by Ventura. If Goods are systems or modules or otherwise component based, Seller shall sell each module, component or part at a price that does not, in the aggregate, exceed the complete Good price specified in the Order, less applicable assembly costs. Seller shall make service literature and other materials available to Ventura in a form requested by Ventura (including electronically) upon request from time to time at Seller's sole cost. Seller's obligation with respect to service and replacement requirements shall survive any expiration or termination of the Agreement and shall be made pursuant to the Agreement (including these Terms) as if no expiration or termination occurred.

**16. Termination By Ventura For Convenience.** Ventura may terminate the Agreement or all or any part of the Order at any time and for any reason (or no reason) in its sole discretion by giving at least thirty (30) days' notice to Seller. Unless otherwise directed by Ventura in writing, effective upon such termination, Seller will: (a) promptly terminate all work relating to the Order; (b) deliver to Ventura all finished Goods reasonably held by Seller not in excess of Ventura's firm releases; (c) deliver to Ventura all work-in-process incorporating Ventura's intellectual property and raw materials that cannot be consumed by Seller for other customers within one (1) year, provided in each case such work-in-process and raw materials were ordered in accordance with Ventura's firm releases; and (d) cooperate with Ventura and its business partners as requested to transfer the provision of the Goods or Services to the person(s) designated by Ventura as further described in Section 18 below. In connection with such termination, Ventura shall pay Seller only: (i) the price for all conforming finished Goods actually delivered to and accepted by Ventura; and (ii) the reasonable cost of usable work-in-process and raw materials described in (c) above that are actually delivered to and accepted by Ventura (or otherwise destroyed with written certification of such destruction as directed by Ventura), in each case as determined by Ventura in its sole discretion. Ventura's payment obligations upon termination shall in no event exceed the amount that would have otherwise been due Seller had no termination occurred, and are contingent in all respects on Seller submitting a claim for such amounts, if any, within thirty (30) days of termination.

**17. Termination For Cause.** Ventura may immediately terminate the Agreement or all or any part of the Order, without liability to Seller and without prior notice, if Seller: (a) breaches, threatens to breach or repudiates any of the terms and conditions of the Agreement (including these Terms) or any other agreement between Ventura or its affiliates and Seller, including any actual or threatened "stop shipments" or any other actual or threatened failure to timely deliver or perform in full; (b) fails to promptly (in no event later than two (2) business days) and adequately respond to a demand for adequate assurance; (c) fails to demonstrate progress or to meet applicable quality requirements so as to endanger timely and proper completion or delivery of Goods or completion of Services and, in any such case, Seller does not cure or correct such failure to Ventura's satisfaction (in its sole discretion) within ten (10) days (or such shorter period of time as Ventura may determine, if commercially reasonable under the circumstances) after Ventura's delivery of notice specifying such failure; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods or the performance of Services or a material change in the direct or indirect ownership or control of Seller (including control of more than twenty-five percent (25%) of Seller's equity interests), any merger or consolidation directly or indirectly involving Seller, or any other substantial change in Seller's organization (each, a "**Change of Control**"); (e) fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Goods or Services; or (f) undergoes an event of the insolvency, bankruptcy, reorganization, receivership or liquidation, makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course, or permits a receiver to be appointed in respect of Seller's property. In the event any termination made pursuant to this Section is later held by a court of last resort to have lacked cause as described in this Section or otherwise, the parties acknowledge and agree that such termination shall be automatically deemed a termination for convenience pursuant to Section 16 above. Seller may terminate the Order only for non-payment by Ventura and then only if (i) the amounts are material in amount and more than thirty (30) days past due, (ii) Seller first delivers to Ventura notice specifying (A) the amounts which are past due (together with the relevant order or release number(s) and invoices number(s)) and (B) Seller's intent to terminate the Order if the past due amount is not paid, and (C), within thirty (30) days of Ventura's actual receipt of such notice, Ventura does not either pay the past due amounts or notify Seller that the amounts claimed are disputed in good faith.

**18. Transition Support.** In connection with any expiration or termination of the Agreement or all or any part of the Order, Seller will cooperate with Ventura and its business partners as requested to transition the provision of Goods and Services to the person(s) designated by Ventura (or to Ventura itself), at no additional cost to Ventura, including by: (a) continuing production, delivery, and performance of all Goods and Services as directed by Ventura in accordance with the Order, without premium or other condition, as if the expiration or termination had not occurred,



during the entire period required by Ventura to complete an orderly transition (as determined by Ventura in its sole discretion) and ensure there is no interruption to Ventura's ability to obtain the Goods and Services as needed in connection with Ventura's or its Customers' operations; (b) promptly providing all requested information and documentation regarding Seller's operations and access to Seller's facilities where Goods are manufactured or Services are performed; and (c) providing accommodations for special manufacturing or performance capacity and other transition support services as required by Ventura.

**19. Customer Requirements.** Where Goods or Services will be sold, or otherwise incorporated into products or services that will be sold, directly or indirectly to an original equipment manufacturer, Seller shall take all necessary actions, provide all necessary information, comply with all applicable requirements, and do all other things as Ventura deems necessary or desirable and within Seller's control to enable Ventura to meet Ventura's obligations under the terms and conditions of any nomination letter, award, purchase order, release, supply agreement or other document or contractual obligation of any kind (collectively, "**OE Terms**") directly or indirectly applicable to Ventura or its Customers from time to time in respect of Ventura's direct or indirect supply of products or services to such original equipment manufacturer or Customer, including any obligations relating to: delivery, packaging and labeling, warranties, remedies, indemnification, intellectual property rights, inspections and audits, and replacement and service parts. Ventura may, from time to time, in its sole discretion, provide Seller with information regarding OE Terms that may be applicable to Seller pursuant to this Section, but, in any event, Seller shall be at all times solely responsible for ascertaining the OE Terms that may affect Seller's obligations hereunder and hereby agrees to be bound by such OE Terms as if they applied directly to Seller. In the event of any conflict between applicable OE Terms and the Agreement, Ventura retains the exclusive right in its sole discretion to have all or any such OE Terms prevail to the extent necessary or desirable to resolve any actual or preserved conflict between such OE Terms and the Agreement. In addition to any other rights or remedies available to Ventura, if Ventura's Customer directed, recommended or otherwise requested that Seller be the vendor for the Goods or Services: (a) Ventura will pay Seller only after and to the extent of, and in proportion to, Ventura's actual receipt of payment from such Customer for those items into which such Goods and Services are incorporated; (b) Ventura shall extend, and Seller shall accept such extension of, applicable pay terms to the same extent Ventura's pay terms with such Customer are adjusted from time to time; and (c) within three (3) business days of any change in price, specifications or other terms negotiated or proposed between such Customer and Seller, Seller will notify Ventura in writing and will immediately adjust its invoices to reflect any price and other applicable changes, provided that no change will be binding on Ventura without Ventura's specific written consent. In the event that Ventura's Customer files or has filed against it a petition in bankruptcy or other insolvency proceeding, and in the course of such proceeding and in connection with actual or threatened termination by Customer of its contractual arrangements with Ventura, Ventura permits a reduction in the price paid to Ventura for products and services, then Ventura has the right to proportionally adjust Seller's price for Goods and Services sold, or otherwise incorporated into products or services that will be sold, directly or indirectly to such Customer upon prior written notice to Seller.

**20. Intellectual Property.** Seller hereby grants to Ventura, its affiliates, agents, and Customers, and each of their subcontractors an irrevocable, non-exclusive, worldwide license to use any intellectual property used in the manufacture of the Goods or relating to the Services to make, have made, use, sell and exploit the Goods and Services. The foregoing license to make or have made may be exercised only upon the transition of supply pursuant to Section 18 above to Ventura or the person(s) designated by Ventura and is subject to Ventura's payment of a reasonable royalty (as determined in Ventura's sole discretion) with respect to any of Seller's intellectual property protected by a currently issued valid U.S. patent and used in the manufacture of the Goods or the provision of Services except to the extent such transition of supply occurs as a result of Ventura's termination for cause, in which case such license shall be royalty free. Seller hereby further grants to Ventura a permanent, paid-up, irrevocable, non-exclusive, worldwide license to use, repair, modify, and sell any software incorporated in the Goods or Services in conjunction with the use, sale or any other exploitation thereof, and all works of authorship, including any software, computer programs, and databases, and all enhancements, modifications, and updates thereto, and all other written work products or materials, which are created in the course of performing the Agreement, separately or as part of any Goods or Services, shall be deemed "works made for hire" and shall be Ventura's sole property. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller hereby assigns to Ventura all right, title, and interest in any intellectual property rights in such works of authorship. If such assignment is not possible under any applicable law, Seller grants an irrevocable, exclusive, world-wide, royalty-free license to Ventura with respect to such works of authorship. Upon Ventura's request, Seller agrees to provide all documents and other information necessary for Ventura's (or its designee's) use of such intellectual property. Seller will provide Ventura (on a non-confidential basis) all technical information requested by Ventura from time to time relating to the Goods and Services which is necessary or useful to Ventura's every use of the Goods and Services, including with

respect to the manufacture, design, and performance of such Goods and Services, and any drawings, engineering validations, qualifications, applications, and compliance or other testing. Seller will not assert and hereby irrevocably waives any claim against Ventura, Ventura's Customers, and Ventura's designees with respect to any information, including technical information, used, disclosed or otherwise made available by Seller in connection with the provision of Goods and Services under the Agreement, excluding valid claims of infringement concerning patented intellectual property not licensed pursuant to this Section. Seller hereby irrevocably authorizes Ventura, its affiliates, agents, and Customers, and each of their subcontractors to repair, reconstruct or rebuild the Goods delivered under this Contract without payment of any royalty or other compensation to Seller. Any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property that results from engineering, consulting or development services paid for separately or as part of the price of purchased Goods and Services shall be Ventura's sole property. Seller hereby assigns all right, title, and interest in and to any such intellectual property to Ventura and will notify Ventura of the existence of such intellectual property and otherwise assist Ventura in every reasonable way to perfect Ventura's right, title, and interest in thereto (including by executing and delivering all additional documents requested by Ventura in connection therewith). Seller shall not manufacture or provide, or offer to manufacture or provide, any goods or services that are based in whole or in part on Ventura's or its affiliates' intellectual property or any derivative thereof, whether for Seller's own purposes (other than in furtherance of Seller's obligations under the Agreement) or any third parties (including Ventura's Customers). The foregoing restriction shall not apply in respect of "off-the-shelf" or "catalogue" goods or services independently developed by Seller and routinely manufactured in each case prior Ventura's issuance of the Order ("**Commodity Goods and Services**").

**21. Inspections And Audits.** Seller shall provide upon request proof of inspection of Goods before delivery. All shipments of Goods and performance of Services are subject to inspection and approval at or following delivery or performance, as applicable, by Ventura or its representatives (provided, however, in no event shall inspection be required), and Ventura may reject and refuse acceptance of nonconforming Goods or Services at any time. Seller shall reimburse Ventura for the cost of inspection of rejected Goods and Services. No inspection, approval, delay or failure to inspect, or failure to discover any defect or nonconformance, shall relieve Seller of any liability or obligations under the Agreement or otherwise impair or waive any right or remedy of Ventura with respect to the Goods or Seller's performance of Services. Rejected Goods may be returned to Seller at Seller's risk and expense. At no additional cost, upon reasonable advanced notice to Seller (of at least twenty-four (24) hours), Ventura or its Customers may conduct or cause to be conducted inspections and audits at Seller's facilities, including reviewing (and making copies) of Seller's books, records, aggregated or otherwise anonymized payroll data, receipts, correspondence, and other electronic and non-electronic documents relating to the Goods and Services, Seller's obligations under the Agreement, any payment made to Seller, or any claim made by Ventura or Seller, accessing Seller's relevant personnel, and reviewing Seller's manufacturing, testing, inspection, quality control, and reliability processes and procedures. Seller will preserve information subject to inspection and audit under this Section (or otherwise under the Agreement) for the longer of eight (8) years or the life of the relevant program plus eight (8) years or, if required by Ventura's Customer or applicable law, such longer applicable period.

**22. Quality Standards; PPAP.** Seller will at all times strictly conform to the quality control standards and inspection systems, as well as related standards, policies, and systems established or required by Ventura or its Customers from time to time, including QS 9000, ISO 9000 and TS16949:2002 quality certifications. Without limiting the foregoing, Seller agrees to meet or exceed all requirements of industry Production Part Approval Processes ("**PPAP**") as specified from time to time by Ventura and its Customers, and agrees to promptly provide all information and supporting documentation necessary to demonstrate Seller's compliance therewith as requested from time to time by Ventura. Seller will preserve information subject to Ventura's request under this Section for the longer of eight (8) years or the life of the relevant program plus eight (8) years or, if required by Ventura's Customer, such longer period.

**23. Services; Malicious Code.** If the Agreement covers Services, (a) Seller represents and agrees that it is an independent contractor, and that neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Ventura, and (b) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, lodging, meals, facilities, and other items necessary to perform the Services. Seller further represents and warrants such Services shall be performed in accordance with the highest standards of professional and ethical competences and integrity in Seller's industry by individuals with the necessary knowledge, skill, expertise, and training in a diligent, workmanlike, prompt, and professional manner. Seller shall provide reasonable access to the persons performing Services and promptly replace any such person Ventura determines is unfit or unsatisfactory. Seller will promptly notify Ventura if any intellectual property, including discoveries, improvements, inventions,

creations, writings, product designs, prototypes, specifications, drawings or other works that Seller conceives, reduces to practice, makes or otherwise creates in connection with the performance of Services, and such intellectual property will constitute deliverables owned by Ventura. Seller will provide Ventura reasonable access to persons performing Services and promptly replace any such person that Ventura considers unfit or otherwise unsatisfactory. Seller will use standard industry best practices to ensure that no malicious code is directly or indirectly provided, delivered or transmitted to Ventura through any Goods, Services, software, hardware or any other mode. As used herein, “**malicious code**” means any code which is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of a person’s network or computer programs or systems (whether owned, leased, rented or otherwise hosted), or destroy or damage a person’s data in an unauthorized manner.

**24. Work On Premises.** If performance of Services or delivery or installation of Goods by Seller involves operations by its employees, subcontractors or other representatives on the premises of Ventura or its Customer, (a) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all policies in force at the premises, including all fire prevention and safety rules and regulations, and all applicable laws, (b) Seller shall take all necessary steps to prevent any injury or damage to persons or property, and (c) Seller shall keep the premises free from accumulation of waste materials and rubbish caused by its employees or subcontractors and upon completion shall promptly remove all of Seller’s and its representatives’ equipment and surplus materials.

**25. Materials And Equipment.** Except as otherwise expressly provided in the Agreement, Seller shall supply at its own expense all materials, equipment, tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and all related documentation, drawings, specifications, samples, test reports, hardware, software and facilities required to perform the Order (collectively, the “**Seller Material**”). Seller grants Ventura (or its designee) an irrevocable option to take possession of and title to the Seller Material that is unique and used to manufacture the Goods or perform the Services upon payment of the net book value less any amounts previously paid to Seller for the cost of such Seller Material, except where such Seller Material is primarily used to produce goods or perform services that comprise Commodity Goods and Services. Notwithstanding the foregoing, Seller expressly acknowledges and agrees that all materials, equipment, tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and any special items of a like nature produced or otherwise obtained by Seller in connection with performing Seller’s obligations under the Agreement that are furnished to Seller or specifically paid for, in whole or in part, by Ventura or Ventura’s Customer (“**Tooling**”) shall be held by Seller on a bailment basis and remain the property of, with both title and the right of possession in, Ventura (or, if applicable, Ventura’s Customer) and without limiting any other rights and remedies available to Ventura (or, as applicable, Ventura’s Customer). While in Seller’s direct or indirect custody or control, all Tooling shall be held at Seller’s risk, fully insured by Seller against loss or damage in an amount equal to the replacement cost thereof at Seller’s sole cost, conspicuously marked, and used solely in Seller’s performance of its obligations under the Agreement. Tooling shall be subject to removal at Ventura’s request at any time without notice. Seller shall not permit any liens, claims or encumbrances to be placed upon any Tooling. Seller shall immediately notify Ventura of the location of Tooling if ever located (even temporarily) at any place other than Seller’s approved facility. Seller shall, at Seller’s sole cost, maintain the Tooling in good condition and repair, and shall replace any Tooling if, as, and when reasonably required. Ventura does not guarantee the accuracy of, or the availability or suitability of, the Tooling, and all such Tooling is supplied by Ventura (if at all) “as-is” without any warranty of any kind. Upon expiration or termination of the Agreement or all or any part of an Order, as applicable, Seller shall retain on a bailment basis for Ventura’s benefit, at Seller’s sole cost, all related Tooling then in Seller’s direct or indirect custody or control until Ventura provides further written instruction. Upon receipt of such written instruction, Seller shall, at Seller’s cost, prepare the Tooling for shipment and shall deliver it to the specified location(s) on such dates as specified by Ventura. All Tooling shall be returned in no less than the same condition as originally received by Seller, reasonable wear and tear excepted. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VENTURA SHALL HAVE NO LIABILITY TO SELLER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO THE TOOLING. VENTURA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOOLING, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

**26. Additional Terms Applicable To Tooling.** Tooling qualification is contingent upon receipt and approval by Ventura of Seller’s PPAP submission package or such other validation materials as required by Ventura. Subject in

all respects to applicable requirements concerning service and replacement Goods, Tooling life requirements shall be mutually agreed upon as part of the Agreement prior to any Tooling kickoff. Except with respect to Tooling furnished by Ventura to Seller, Seller shall issue or cause to be issued to Ventura progress reports concerning the development and manufacture of any new or replacement Tooling on a periodic basis as specified by Ventura from time to time in a format mutually agreeable to the parties. Notwithstanding anything to the contrary in Section 8 above, payment terms for Tooling are net sixty (60) days from Ventura's final acceptance and approval of the applicable PPAP submission package or such other validation materials as required by Ventura. Unless otherwise agreed, freight terms for Tooling are FCA (loaded) Origin - Freight Collect (Incoterms 2020), and Seller agrees to not prepay or add freight charges. Without otherwise limiting any other rights and obligation of the parties, Seller shall give Ventura access to Seller's or its sub-supplier's premises, prior and subsequent to payment, to inspect work performed and to verify charges, if any, for Tooling, and the price set forth in the Order shall be immediately adjusted so as to credit Ventura in the amount, if any, by which the stated price exceeds Seller's actual cost as verified. Unless otherwise agreed, Tooling shall be made to Ventura's specifications or specifications approved by Ventura. No Tooling material or manufacturing process change may be implemented without Ventura's prior written approval. Ventura owned Tooling must be permanently identified as directed by Ventura and tagged or otherwise labeled with the specified Ventura Tooling identification number (or such other information as Ventura may specify) in the manner directed by Ventura. Ventura's Customer owned Tooling must be permanently identified as directed by Ventura's Customer and tagged or otherwise labeled with the specified Customer Tooling identification number (or such other information as Ventura's Customer may specify) in the manner directed by Ventura's Customer. For avoidance of doubt, Seller shall maintain at Seller's sole cost the production capability of Tooling at all times Seller is obligated to sell Ventura service and replacement requirements for the Goods pursuant to Section 15 above, including maintaining such Tooling in good condition and repair, and replacing any such Tooling if, as, and when reasonably required.

**27. Insurance.** Seller shall purchase and maintain at all times (in commercially reasonable amounts if not otherwise stated but in no event less than otherwise acceptable to Ventura): (a) commercial general liability coverage in the amount of at least five million USD (\$5,000,000) or such other amount required by Ventura, including product recall and product liability coverage; (b) worker's compensation coverage at statutory requirements; (c) all risks property coverage including business interruption; (d) professional liability coverage without any cyber exclusion. Each of the forgoing policies must be maintained with a company rated "A- VII" or better by A. M. Best, or reasonable equivalent. At Ventura's request from time to time, Seller shall promptly (in no event later than two (2) business days) deliver a certificate of insurance identifying Ventura as an additional insured and loss payee. Seller shall cause the applicable insurer to provide thirty (30) days' notice to Ventura prior to cancellation or material changes to applicable policies. Any cancellation or change shall not affect Seller's obligation to maintain the required insurance coverage. Any coverage written on a claims made form must be maintained for three (3) years after expiration or termination of the Agreement. No coverage required by this Section shall in any way apply as a limit to Seller's liability or Ventura's entitlement to recovery.

**28. Force Majeure.** If either party is unable to perform its obligations under the Agreement as a result of a force majeure event beyond the reasonable control of such party and without such party's fault or negligence, then any delay or failure to perform under the Agreement that results solely and directly from such force majeure event will be excused for only so long as such force majeure event continues so long as the affected party gives written notice of the delay to the other party as soon as practicable after the occurrence of the force majeure event but in no event more than two (2) days thereafter (together with all information reasonably necessary to understand and verify the same, and an estimate of the duration thereof). As used herein, "**force majeure events**" are strictly limited to fires, floods, natural disasters, official declarations of war, civil riots, government order, law, or actions, or pandemics or epidemics officially declared by the World Health Organization. For avoidance of doubt, force majeure events do not include events that are foreseeable, organized labor activities, lockouts, strikes or other labor or commercial disputes, changes in economic circumstances (including volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, tariffs or similar governmental acts, and any other event which may impact the price or availability of materials, supplies, services or labor), Seller's subcontractors' or suppliers' defaults, telecommunication, equipment or banking system failures. Seller shall use best efforts to end the delay or failure and ensure the effects of such force majeure event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the force majeure event. During any delay or failure to perform by Seller, Ventura may (a) purchase substitute goods and services from other available sources and reduce its order quantities for Goods and Services respectively, with Seller reimbursing Ventura for any additional costs to Ventura for such substitutes or (b) have Seller provide substitute goods and services from other available sources as it directs. Without limiting Seller's other obligations under this Section, in the event of any supply allocation by Seller in connection with a force majeure event, Seller will give preference to Ventura for all Goods and Services

ordered prior to and for the duration of such force majeure event until such time as Seller is operating normally. Notwithstanding the foregoing or anything contained herein to the contrary, if Seller fails to promptly (in no event later than two (2) business days of the occurrence of the force majeure event) provide adequate assurances to Ventura in writing that any delay or failure will not exceed thirty (30) days, or in the event any delay or failure lasts more than thirty (30) days, Ventura may terminate the Agreement or all or any part of the Order without any liability or obligation to Seller, including any obligation to purchase, pay or reimburse Seller for undelivered finished Goods, work-in-process or raw materials. For avoidance of doubt, the rights granted to Seller with respect to excused delays under this Section are intended to limit Seller's rights under theories of force majeure, commercial impracticability, impracticability, or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under Sections 2-615 or 2-616 of the Uniform Commercial Code. Without limiting the foregoing or any of Seller's other obligations under the Agreement, sufficiently in advance of the expiration of any of Seller's labor contracts (in no event later than six (6) months in advance) or immediately after Seller anticipates or learns of any potential or impending strike, labor dispute, work stoppage or other disruption at Seller's facility(ies) that could impact delivery of Goods to Ventura or Seller's ability to otherwise perform, Seller will immediately commence and promptly complete production of an inventory of finished Goods in quantities sufficient (in no event less than thirty (30) days' worth) to ensure the continuous and full supply of Goods to Ventura during the duration of any such strike, dispute, stoppage or other disruption, and locate such inventory in an area that will not be impacted thereby .

**29. Assignment.** Seller may not assign or delegate the Agreement, any portion of work in connection with the Agreement, or any of Seller's rights (including any rights concerning the assignment of receivables) or obligations under the Agreement without Ventura's prior written consent. Notwithstanding any such consent granted by Ventura: (a) the person(s) to whom the Agreement or any portion thereof is assigned or to whom any obligations are delegated must first agree in writing to be bound by the terms of the Agreement; and (b) Seller shall remain at all times responsible for the performance of all obligations under the Agreement notwithstanding such assignment or delegation. Any attempted assignment or delegation by Seller in contravention of this Section shall be null and void. A Change of Control shall be deemed an assignment by Seller. The Agreement shall inure to the benefit of the parties' permitted successors and assigns.

**30. Compliance with Laws And Ventura's Policies.** Seller represents and warrants to Ventura and its Customers that the manufacture, delivery, performance, and sale of the Goods and Services shall at all times strictly comply with all applicable laws of the country of origin, manufacture, destination, and use, including U.S. laws of extraterritorial application, or which otherwise relate to the manufacture, performance, labeling, transportation, distribution, importation, licensing, approval or certification of the Goods and Services or Seller's operations. Upon Ventura's request from time to time, Seller shall furnish Ventura with specific declarations and certifications of legal compliance or otherwise certify in writing its compliance with any or all of the foregoing. Seller shall comply with all applicable domestic and foreign anti-bribery and anti-corruption laws, and other laws governing improper payments, including the requirements of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and any other applicable anti-bribery and anti-corruption laws and regulations in other jurisdictions. Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Seller shall at all times comply with Ventura's Supplier Manual, Supplier Diversity Program, supplier code of conduct, any similar or equivalent policies, and each other written or communicated policy of Ventura applicable to Ventura's business partners, including those made available on Ventura's website at <https://www.venturamfg.com/supplierresources> (or any successor website thereto), as each such policy is in effect or modified from time to time.

**31. Export; Import; Conflict Minerals.** Without limiting the general compliance with law requirements set forth in Section 30 above, Seller is responsible for compliance with all applicable U.S. export international trade control laws, including the U.S. Department of Commerce's Export Administration Regulations, the U.S. Department of State's International Traffic in Arms Regulations, and all economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control. Additionally, to the extent any Goods are to be imported into the U.S., Seller shall, upon Ventura's request, comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism initiative (or any successor thereof). Without limiting the general compliance with law requirements set forth in Section 30 above Seller is responsible for complying with the Dodd-Frank Wall Street Reform and Consumer Protection Act and its

implementing regulations (“**Act**”), Section 1502, which aims to prevent the use of conflict minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo, or an adjoining country, as defined in the Act. Compliance includes the prompt completion of all conflict minerals reports requested by Ventura.

Transferable credits or benefits associated with Goods or Services purchased, including trade credits, export credits, or rights to the refund of customs expenses, duties, tariffs, taxes or fees, belong to Ventura unless otherwise prohibited by applicable law. Seller will provide Ventura with all information and records relating to Goods and Services necessary for Ventura to: (a) receive these benefits, credits, and rights; (b) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements; (c) claim preferential duty treatment under applicable trade preference regimes; and (d) participate in any duty deferral or free trade zone programs of the country of import. Notwithstanding anything herein to the contrary, Seller will obtain all export licenses and authorizations and pay all customs expenses, duties, tariffs, taxes and fees unless otherwise stated in the Order, in which case Seller will provide all information and records necessary to enable Ventura to obtain those export licenses or authorizations.

**32. Notices.** Any notice, communication or statement required or permitted to be given under the Agreement 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 Order.

**33. General.** The Agreement (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 Goods and Services are superseded. The Agreement (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: (a) any clerical errors contained in the Agreement, including any Order, are subject to correction by Ventura in good faith following identification of such error(s); (b) Ventura may modify these Terms from time to time by posting revisions to Ventura’s website at <https://www.venturamfg.com/supplierresources> (or any successor website thereto) prior to the date when any such modification shall become effective, and such revised Terms shall apply to all Order revisions or releases issued on or after the effective date thereof, and Seller further acknowledges and agrees it is responsible to review such Ventura’s website periodically; and (c) Ventura may from time to time issue new or modify existing supplier manuals or other policies of Ventura and such policies shall become effective as and when made available to Seller. For purposes of the Agreement, 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 Agreement 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 five (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 Agreement. Ventura and Seller 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 Purchasing Document made part of the Agreement, the applicable Purchasing Document shall control. Ventura’s waiver of any breach by Seller 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 Agreement shall in no way affect Ventura’s right to require full performance at any subsequent time. The validity, interpretation, and enforcement of the Agreement 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 Goods shall not apply. Seller 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. Seller shall pay Ventura’s reasonable attorneys’ fees, costs, and expenses incurred in enforcing any provision of the Agreement. If any provision of the Agreement 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 or termination of the Agreement.

## Revision Log

<b>Release</b>	<b>Changes</b>	<b>Date</b>	<b>Updated By</b>	<b>Approved By</b>
A	Added exceptions to section 3.1 Cost	05JUN2022	K.Leshinsky	P.Lanning
B	Complete update & sections added	16AUG2023	K.Leshinsky	P.Lanning