



## CONTINENTAL CONDITIONS OF SALE

### (1) CONDITIONS OF SALE.

a. "Seller" shall mean the actual Continental legal entity selling parts, components, systems or other goods (the "Products") to Buyer. Any Seller quotation or order acknowledgment for the sale of Products and Services (defined in section 5c), if any, is an offer subject to and expressly conditioned upon Buyer's assent to these Conditions of Sale and any terms included on Seller's quotation or order acknowledgment, whether assent is in writing or by conduct. Acceptance of or payment for Products and/or Services shall constitute such assent. "Agreement" shall mean the foregoing Seller offer and Buyer assent. Seller rejects all additional or different terms.

b. Unless Buyer is an authorized distributor of Seller, Buyer agrees to limit its distribution of the Products purchased under this Agreement to the incorporation of said Products into a value added product which Buyer shall market under Buyer's name for sale, lease or rent to third parties in the regular course of Buyer's business. Buyer is responsible for the selection of each Product(s), its ability to achieve the results intended with other products, software and/or peripherals of Buyer's design, assembly, manufacture or purchase, and for the system performance of Buyer's value added product. Buyer also acknowledges that any technical support for Buyer's value added product shall be entirely Buyer's responsibility.

c. If Buyer distributes or resells the Product(s) and/or provides tire-related services in connection with such resale or distribution, Buyer represents and agrees that Buyer will cause its customer to receive and accept the warranty and remedy limitations set forth herein. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages and expenses, including without limitation attorney fees and litigations costs, from or relating to Buyer's failure to satisfy its obligations under this paragraph.

### (2) PRICES, INVOICES AND PAYMENT.

a. Prices quoted are for the Product only, and do not include any amount for freight, insurance, custom duties, tariffs or fees, Federal, State, Provincial, Municipal or Local excise, sales, use, service, occupation, gross income, property or other similar taxes or assessments, all of which are the responsibility of Buyer. Shipping and handling charges shall be paid by Seller and invoiced separately to Buyer. Seller shall have the right to include taxes which may be applicable to the prices set forth herein in the event that Buyer does not supply to Seller, prior to sale, appropriate sales, use and Federal excise exemption certificates.

b. Seller reserves the right to change prices from time to time. Products will be billed at prices in effect at the time of shipment. Within ten (10) days after notice of a price increase, Buyer may cancel the unshipped portion of any order which is subject to such price increase by providing a written cancellation notice to Seller. Upon such cancellation, Buyer shall have no liability to Seller for the canceled portion of the order except as to Product manufactured or in process, components procured by Seller from outside sources, and special tooling, equipment or single use raw materials procured for performance of this order.

c. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice, without regard to other deliveries.

d. Seller's offer is subject to Seller's current credit policies and practices. Seller reserves the right, in its sole discretion, to approve, disapprove, or change Buyer's credit limit or to impose credit terms.

If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Buyer, and Seller may withhold shipments until Buyer complies with such requirements. In the event of a complete or partial failure to timely pay, Seller may, at its option, (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, (iii) offset such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer, and (iv) charge default interest on late payments at a rate of 1.5% per month (an effective annual rate of 19.70%) or such lesser rate as provided by law.

e. Buyer grants to Seller a security interest and right of possession in the Products until Buyer makes full payment. Buyer will cooperate in whatever manner necessary to assist Seller in perfecting and recording such security interest.

f. Seller may discontinue any Product(s) sold hereunder at any time, unless Buyer and Seller have otherwise agreed in a writing signed by authorized representatives of both parties.

g. If any government action or law should have the effect of establishing a maximum price on the Product(s) to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments upon thirty (30) days written notice.

### (3) DELIVERY.

a. All shipments are made Ex-works, Incoterms 2010, Seller's manufacturing location, freight collect. Title and risk of loss or damage to Products shall pass to Buyer at the place of delivery.

b. Delivery dates are best estimates only. Seller reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.

The obligations of Seller and Buyer (other than Buyer's payment obligation) under this Agreement shall be temporarily suspended in the event of external delays beyond the obligated party's reasonable control, and any failure to perform by that party as a result of any such interference or interruption shall not be deemed default. Performance may be suspended for the period of any such delay. The party whose performance is suspended shall notify in writing the other party within fifteen (15) days of such suspension.

In the event Seller is unable to wholly or partially perform because of any cause beyond its control, Seller may terminate any order without any liability to Buyer.

(4) TERMINATION.

a. Either party may terminate this Agreement if the other party fails to cure a breach of this Agreement within thirty (30) days after written notification to the breaching party of such breach.

b. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

c. If Seller terminates this Agreement for default, or if Buyer terminates this Agreement for convenience without sixty (60) days prior written notice, Buyer will pay to Seller a cancellation charge consisting of Seller's incurred costs, committed costs and a reasonable contract profit. Buyer may cancel an individual order by giving Seller notice of such cancellation, which notice must be received by Seller at least sixty (60) or more days prior to the scheduled shipping date of such order, otherwise Buyer will be responsible for a cancellation charge.

d. Nothing contained in this Agreement shall be deemed to create any express or implied obligation on either party to renew or extend this Agreement or to create any right to continue this Agreement on the same terms and conditions contained in it.

e. The terms and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties shall so survive the completion of performances and termination or expiration of this Agreement, including the making of any and all payments due under this Agreement.

(5) WARRANTY.

a. Prototypes, Products in Development, and Samples.

All prototypes, products in development, test or trial products and samples are provided by Seller to Buyer "AS IS WHERE IS" without warranty of any kind whether express or implied, and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to such prototypes, products in development, test products, and samples.

b. Product Warranty.

(i) During the Product Warranty Period, Seller warrants that (1) Products that it supplies hereunder will be free from defects in material and workmanship under normal use and operations (or under certain test and controlled laboratory conditions as may be expressly provided for in a separate written agreement signed by Seller and Buyer) and (2) such Products will conform to Seller's applicable published specifications as in effect at the time of shipment (or such other specifications as may be expressly provided for in a separate written agreement signed by Seller and Buyer).

(ii) The Product Warranty Period shall (1) commence on the date that the Seller ships the Product and shall expire on the first anniversary thereof, or (2) if applicable, commence on the date that

Seller installs the Product for Buyer and shall expire on the first anniversary thereof.

(iii) To the extent that any Product is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund to Buyer the purchase price less shipping and handling of the non-conforming Product or (2) repair or replace the non-conforming Product.

(iv) To be eligible for a Product warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the Product Warranty Period, (2) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming Product, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Product, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the non-conforming Product.

c. Services Warranty.

(i) During the Services Warranty Period, Seller warrants that (1) any Product installation, testing, maintenance and support services or other services ("Services") that Seller provides hereunder will be performed in a good workman like manner and (2) such Services will conform to Seller's applicable published specifications as in effect at the time of service (or such other specifications as may be expressly provided for in a separate written agreement signed by the Seller and the Buyer).

(ii) For any tire-related services provided to Buyer by an authorized dealer of Seller, Seller does not provide any warranty regarding such services, and any warranty or representations regarding such services shall be pursuant to a separate agreement, if any, between Buyer and authorized dealer. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to such tire-related services.

(iii) The Services Warranty Period shall commence on the date that the Seller completes the Services and shall expire on the first anniversary thereof.

(iv) To the extent that the Services are not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund a portion of the price paid for such non-conforming Services or (2) re-perform or correct the non-conforming Services.

(v) To be eligible for a Services warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the Services Warranty Period, (2) must upon Seller's request provide Seller a reasonable opportunity to re-perform or correct the non-conforming Services, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Services, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the allegedly non-conforming Services.

d. VAPOR RECOVERY SYSTEMS EQUIPMENT USED IN CALIFORNIA.

(i) To the extent the Product to be supplied by Seller hereunder is vapor recovery system equipment that Buyer uses in California, then the following additional terms shall apply: During the California Vapor Recovery Systems Equipment Warranty Period, Seller warrants that the vapor recovery system equipment that Seller is supplying hereunder will meet the performance standards and specifications to which such vapor recovery system equipment were certified by the California Air Resources Board.

(ii) The California Vapor Recovery Systems Equipment Warranty Period shall expire upon the earlier of (1) the first anniversary of the initial installation date of the vapor recovery systems equipment, and (2) the first anniversary of "install-by-date", if any, marked on the warranty card included with the vapor recovery systems equipment and the shipping container.

(iii) To the extent that such vapor recovery systems equipment is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (1) refund to Buyer the purchase price less shipping and handling of the non-conforming vapor recovery systems equipment or (2) repair or replace the non-conforming vapor recovery systems equipment.

(iv) To be eligible for a vapor recovery systems equipment warranty claim, Buyer (1) must make such claim in writing to Seller prior to the expiration of the California Vapor Recovery Systems Equipment Warranty Period, (2) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming vapor recovery systems equipment, (3) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming vapor recovery systems equipment, and (4) must upon Seller's request provide Seller with access to any applicable warranty related data related to the allegedly non-conforming vapor recovery systems equipment.

e. Tires. To the extent that the Products to be supplied by Seller hereunder are tires, then (i) Seller's applicable limited warranty and adjustment policy as in effect at the time that Seller ships the tires shall control and apply, to the exclusion of the other warranty provisions contained herein, (ii) Buyer agrees that Seller's only warranty obligations and Buyer's exclusive remedies are set forth in such limited warranty and adjustment policy, and (iii) Buyer agrees not to take any action that is inconsistent with the foregoing provisions.

f. Seller's warranties only extend to the Buyer. No other party shall be a third party beneficiary thereof, nor be entitled to make a warranty claim or similar claim against the Seller.

g. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCT SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCT, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCT OF BUYER OR ANY THIRD PARTY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY, EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE

SELLER. Seller disclaims any and all liability for or related to: (1) equipment or products or personnel not supplied or manufactured by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with Seller's Products, (2) any system or the operation thereof into which the Seller's Products are incorporated, (3) any designs, specifications or requirements provided by Buyer, (4) Services performed in connection with products that are not manufactured by Seller, (5) defects resulting from misuse, abuse, careless handling, defacement, modifications or alterations by any person other than Seller, and (5) defects resulting from failure to observe or follow any product information or instructions provided by Seller.

h. These warranties shall not be enlarged absent specific written agreement signed by Buyer and Seller, and no obligation or liability shall arise out of Seller's rendering of technical advice and/or assistance.

i. If Buyer claims that any Product(s) are non-conforming with Buyer's order in any way, Buyer shall give notice in writing to Seller or such claim within ninety (90) days of Buyer becoming aware of such claim. Buyer hereby agrees that unless Buyer notifies Seller in writing within ninety (90) calendar days of shipment, there shall be a presumption that Product(s) conforming to the goods ordered were received by Buyer.

j. Buyer acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Product(s). Buyer represents and agrees that it will disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers.

k. Buyer represents and acknowledges that Buyer used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Product(s) and/or (ii) in the selection, provision, or designation of any specification or set of specifications for the Product(s) agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected or designated by Buyer.

(6) LIMITATION OF LIABILITY.

a. No action shall be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action.

b. Seller's total liability arising out of or related to this Agreement whether for breach of contract, warranty, Seller's negligence, strict liability in tort or otherwise, is limited to the price of the particular Product sold hereunder with respect to which losses or damages are claimed. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, including, without limitation, damages relating to reputation, lost business opportunities, lost profits, goodwill, downtime, overhead expenses, loss of use, business interruption, data loss or other economic loss whatsoever arising out of, caused by or related in any way to the breach of any

of its obligations under this Agreement, even if the party has been advised of the possibility of such damages. The parties expressly agree that the above limitation on damages is an allocation of risk constituting in part the consideration for this Agreement. Seller shall not be liable for, and Buyer assumes all liability for, all personal injury and property damage connected with the handling, transportation, or further manufacture, fabrication, assembly, or processing of the Product(s).

(7) PATENT AND COPYRIGHT INDEMNITY. Seller agrees to defend, at its expense, any suit against Buyer based upon a claim that any Product or software furnished by Seller to Buyer hereunder: (a) where the sale of Products or software is to a Buyer who is a company incorporated under the laws of the United States, directly infringes any United States patent or copyright, (b) where the sale of Products or software is to a Buyer who is a company incorporated under the laws of Mexico, directly infringes any Mexico patent or copyright, or (c) where the sale of Products or software is to a Buyer who is a company incorporated under the laws of Canada, directly infringes any Canada patent or copyright, and in each case to pay costs and damages finally awarded in any such suit, provided that Seller is notified in writing within thirty (30) days of notice of such a suit or the receipt of a written claim by a third party within the foregoing indemnity and, at Seller's request and its expense, is given control of the suit including the choice of counsel and is provided all requested reasonable assistance for the defense of same. If the use or sale of the Product or software furnished hereunder is enjoined as a result of such suit, or if Seller in an effort to mitigate potential damages or expenses desires to curtail providing the Product or software, Seller, at its option and at no expense to Buyer, shall obtain for Buyer the right to use and sell them, or shall substitute an equivalent thereof acceptable to Buyer and extend this indemnity thereto, or shall accept their return from Buyer's inventory and reimburse Buyer the purchase price therefore less a reasonable charge for any wear and tear. This indemnity obligation of Seller does not extend to any suit based upon alleged infringement of any patent or copyright by the combination of any Product or software furnished by Seller with other elements added thereto by Buyer or third parties, or based on theories of inducement of infringement or contributory infringement, nor does it extend to any alleged infringement arising out of compliance with Buyer-furnished specifications, designs, or instructions or use of Buyer-furnished components. Buyer agrees that it will, upon request of Seller, defend at Buyer's expense any infringement suit against Seller arising out of either compliance with Buyer-furnished specifications, designs, or instructions, or use of Buyer-furnished components or software, and Buyer agrees to pay costs and damages finally awarded in any such suit, provided that Buyer is notified promptly of the suit and, at Buyer's request, is given control of such suit and all requested reasonable assistance for the defense of the same.

IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM INFRINGEMENT OF PATENTS OR COPYRIGHTS.

(8) LICENSES.

a. The sale of the Products or software furnished hereunder does not convey any license by implication, estoppel or otherwise under any proprietary or patent rights of Seller covering combinations of these Products or software with other elements. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions relating to the Product(s) covered by this Agreement. Except as

specifically provided herein, this Agreement conveys no license to Buyer under any intellectual property rights of Seller.

b. The Products Buyer purchases from Seller may contain software in the form of firmware programs built into their circuitry or loaded into electronic memory. Buyer's purchase of that Product includes a non-exclusive license to use and sub-license the software only as part of the Product and only under the following conditions: (a) Seller (or its supplier) retains all title and ownership to copyright and other intellectual property interests in the software; (b) Buyer will only transfer possession of the software in conjunction with a transfer of Product; and (c) Buyer shall not remove any copyright notice or proprietary legend from the software, or use the software with any hardware except with the Seller hardware product for which it is designed.

c. Buyer acknowledges Seller's claim that Seller provided software (including any related documentation or source code), if any, and Products furnished hereunder contain valuable trade secrets of Seller and, therefore, agrees that it will not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller software and Products. Since unauthorized use of such Seller software and Products will greatly diminish the value of such trade secrets and cause irreparable harm to Seller, Buyer agrees that Seller, in addition to any other remedies it may have, shall be entitled to equitable relief to protect such trade secrets, including without limitation temporary and permanent injunctive relief without the proving of damage by Seller.

d. Buyer is not permitted to use any trademark or trade name owned by Seller, except that Buyer may indicate that the Products sold to Buyer per this Agreement are "manufactured by Continental Automotive Systems, Inc." or, as appropriate, any other Continental business entity. Any other use of a Seller owned trademark is not permitted, except with Seller's prior written approval.

e. Buyer shall take any and all measures necessary to ensure that any intellectual property embodied by, or associated with the Products is fully retained by Seller even to the extent provided to entities that are U.S. government agencies, U.S. government prime contractors or grantees, subcontractors, or vendors to the aforementioned (collectively "Government Buyers"). Seller grants no license or other authorization for Government Buyers or others to use, disclose, reproduce, reverse engineer, or alter the Products or any related intellectual property except to the extent specifically provided in these Conditions of Sale. Buyer agrees to treat and ensure that others treat any intellectual property of Seller as intellectual property developed at exclusive private expense, in a manner so as to ensure that all such intellectual property is fully retained by Seller without the provision of any title to or license in such intellectual property being provided to Government Buyers or third parties except to the extent provided for in these Conditions of Sale. Any firmware or software documentation provided by Seller consists of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, and the Government's rights in the Firmware and Documentation will thus not exceed those set forth in these Conditions of Sale. This is in accordance with 48 C.F.R. 227.7201 through 227.7202-4 (if this Agreement is with a Department of Defense ("DOD") agency) and with 48 C.F.R. 2.101 and 12.212 (if this Agreement is not with a DOD agency).

f. The parties agree that in the event the Seller develops any proprietary information, intellectual property, work product, concepts, or ideas for inventions, copyrights, whether registered or not, improvements or valuable discoveries and ideas, whether patentable or not (collectively "intellectual property"), which are conceived, made, first reduced to practice, or generated by Seller in connection with the Products, solely or jointly with another, all rights and ownership in such intellectual property shall be owned, and are hereby owned, by Seller, and Buyer hereby assigns to Seller any and all such intellectual property it may have in connection with the Products to the extent any is developed jointly by Buyer and Seller shall cause all of its employees and contractors who contributed to such development to waive all moral rights they may have in such intellectual property.

(9) CONFIDENTIAL INFORMATION. To the extent that protection of information or materials to be transferred pursuant to this Agreement is covered by an existing confidentiality agreement, the existing agreement shall apply. Otherwise, the following terms shall apply: Seller may furnish to Buyer information and materials (collectively the "Materials") Seller deems confidential or proprietary. Buyer may not disclose such Materials to any third party except to its employees who may require use of the Materials in the performance of their duties, and Buyer may use such Materials only as authorized by Seller. Buyer's obligations with respect to such Materials shall continue for five (5) years after receipt of the Materials.

(10) EXPORT COMPLIANCE.

Buyer, its affiliates, and persons acting on their behalf shall comply with all applicable export control and economic and trade sanctions laws of the United States, Canada or any other appropriate national or international authorities such as the European Union, and shall not, directly or indirectly export, reexport, transfer, resell, ship, or divert any Products, Materials, Services, technical data, or software (together referred to as "items") furnished hereunder to any person, entity, project, use, or country in violation of such laws. Buyer understands that diversion of items contrary to such laws could subject Buyer to civil or criminal liability.

Such laws include (a) the statutes, regulations, orders and directives maintained by the U.S. Office of Foreign Assets Control ("OFAC"), (b) the U.S. Export Administration Regulations ("EAR") maintained by the U.S. Bureau of Industry and Security ("BIS"), (c) statutes and regulations maintained by Global Affairs Canada and Public Safety Canada, (d) the Defence Production Act ("DPA") and its associated regulations, and (e) the corresponding laws of other countries and of the European Union. Such U.S. laws generally apply to U.S. companies, actions taken within the United States, and to U.S.-origin items and other items containing U.S.-origin content located anywhere in the world.

In the event the Product(s) are exported or re-exported from Canada, the Buyer shall comply with all applicable laws, regulations and policies, and shall apply for and receive applicable export permits prior to exportation. This includes, but is not limited to, laws relating to U.S. re-export permits and trade sanctions. Any export, directly or indirectly, which is effected contrary to Canadian export control laws under the Export and Import Permits Act ("EIPA") and the DPA and their associated regulations, or any other applicable law, regulation or policy, is prohibited.

In the event the Product(s) are exported or re-exported from Mexico, the Buyer shall comply with all applicable laws, regulations and policies, and shall apply for and receive applicable export permits prior to exportation. This includes, but is not limited to, laws relating to U.S. re-export permits and country sanctions. Any export, directly or indirectly, which is effected contrary to Mexican export control laws, or any other applicable law, regulation or policy, is prohibited.

Buyer represents and warrants that (a) it is not included in the Denied Persons List, Entity List or Unverified List administered by BIS or in the Specially Designated Nationals and Blocked Persons List or Consolidated Sanctions List administered by OFAC, (b) it is not 50% or more owned, directly or indirectly, by any party included in either such OFAC list, (c) it is not listed under Canadian sanctions laws and regulations, including the Special Economic Measures Act, United Nations Act, Justice for Victims of Foreign Public Officials Act, Freezing of Assets of Corrupt Foreign Officials Act, and the Criminal Code, and (d) it is not acting on behalf of or at the direction of a person listed under such Canadian sanctions laws and regulations.

Buyer shall indemnify and hold Seller harmless for any and all claims, demands, cost, fines, penalties, fees, expenses or losses, including the reasonable fees, charges and disbursements of counsel, arising from Buyer's failure, intentional or unintentional, to comply with the foregoing export and sanctions compliance paragraphs. Buyer shall promptly provide Seller with complete and accurate information and documents as may be necessary to ensure compliance with applicable laws, including in relation to the end-user, end-use and destination country for the items furnished by Seller, in the format required by Seller. Except to the extent and in a manner specifically agreed by Seller in advance in a writing signed by an authorized representative of Seller, Buyer shall in no event (a) provide to Seller any products, information, materials, software, data, or technology subject to restrictions on exportation, release or disclosure pursuant to U.S. or Canadian export control laws, including but not limited to the EAR, the International Traffic in Arms Regulations ("ITAR"), U.S. or Canadian trade sanctions, the Export Control List under the EIPA or the DPA and its associated regulations, (b) require Seller to design, manufacture, modify, sell or otherwise take action with respect to such export-controlled materials.

(11) GOVERNMENT CONTRACTS. In the event that Buyer elects to sell Seller's Products or Services to the U.S. or Canadian Government or any state, local or non-U.S. Government entity, or to a prime contractor or other subcontractor selling to such entities, Buyer does so solely at its own option and risk. Except as indicated in the paragraph below, Buyer remains exclusively responsible for compliance with all contractual obligations and laws governing such sales and agrees not to obligate Seller as a subcontractor or otherwise to such entities. Further, Seller makes no representations, certifications or warranties whatsoever with respect to the ability of its Products, Services, or prices to satisfy any such statutes, regulations, or contractual obligations. If Buyer is specifically required to "flow down" the following clauses to Seller under the terms of a U.S. federal government contract or subcontract, Buyer and Seller agree that any Products and Services provided by Seller are "commercial items" as defined in Federal Acquisition Regulation ("FAR") section 2.101 and Seller will consider agreeing to the following FAR clauses listed in FAR clause 52.244-6 "Subcontracts for Commercial Items": 52.203-13, 52.219-8, 52.222-26, 52.222-35, 52.222-36, 52.222-40, 52.222-50, 52.247-60,

and 52.247-64. Any such agreement by Seller must be in a signed writing executed in advance by an authorized representative of Seller.

(12) GENERAL.

a. Buyer shall at all times comply with any and all applicable federal, provincial, state, municipal and local laws, orders, rules and regulations in all relevant jurisdictions.

b. Buyer agrees that these Conditions of Sale and any terms included on Seller's quotation or order acknowledgment are the exclusive statement of the terms and conditions of the agreement between the parties and that they supersede all proposals and other communications between the parties, oral or written, relating to the subject matter hereof.

c. No modifications hereto shall be effective unless they are agreed upon in writing by both parties.

d. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products to Seller.

e. The failure of either party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in this Agreement or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right.

f. No right, interest or obligation in this Agreement may be assigned or delegated by either party without the written permission of the other party. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors. Seller may assign this Agreement, in whole or in part, and without the consent of Buyer to (a) any affiliate or subsidiary, or (b) a third party in the event of merger, stock sale, recapitalization, conversion, consolidation or other business combination or sale of all, or substantially all, of the assets of Seller to such third party. If any provision of this Agreement is contrary to, prohibited by or held invalid by any law, rule, order or regulation of any government or by the final determination of any State, Provincial, Territorial or Federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

h. Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

i. This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, without reference to principles of choice and conflicts of laws. The Parties agree that the sole and exclusive venue for all disputes, claims or causes of actions shall be within the geographic bounds of the U.S. District Court for the Eastern District of Michigan. In the particular case in which both Buyer and Seller are companies duly incorporated under Mexican Law, this Agreement shall be considered as a contract made and to be performed at Mexico City, Mexico, and all disputes and causes of action between the parties related thereto shall be governed exclusively by and construed in accordance with the laws of Mexico City, Mexico, without regard to its conflicts of laws' provisions. In the particular case in which both Buyer and Seller are companies duly incorporated under Canadian

Law, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of laws' provisions. Buyer and Seller exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

j. The parties agree that any claim or dispute arising from this transaction will be submitted to non-binding mediation prior to initiation of any formal legal process. Such mediation will occur in Auburn Hills, Michigan, and the parties will bear their own expenses concerning the mediation.