

A. Parties, Items

1. Parties: _____ or the Mark IV subsidiary referenced will be referred to as "Purchaser". The person or company indicated on the front hereof, with whom this order is placed, will be referred to as "Seller".
2. Items: All products, materials, goods, services, supplies, or work covered by this order, regardless of type, will be referred to as "Items".

B. Quantity, Price

1. Quantity: This order is not enforceable beyond the quantity variation of items shown on the front hereof.
2. Price: Seller warrants the price of the Items shall be the lowest prices at which these or similar Items are sold to other customers in similar quantities or the last price charged or quoted to Purchaser, whichever price is lower. If Seller reduces its price during the term of this order, Seller shall reduce its price accordingly. If no price is specified herein it is agreed that the price shall be the lowest such prevailing Seller's price. The prices shown on this order shall be complete and no additional charges shall be added including, but not limited to, shipping, packaging, taxes, duties, etc.

C. Delivery

1. Time is of the essence.
2. Items are to be delivered to Purchaser at the date and place set forth in the front hereof. Purchaser reserves the right without prejudice to other rights of Purchaser, to cancel this purchase order where Seller fails to deliver the items within the time stated.
3. If Items are not ready for delivery in time to meet Purchaser's shipping schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation. Purchaser will be responsible for additional costs of expedited or other special transportation that Purchaser may request for reasons other than a delay caused by Seller.
4. Shipments in excess of the quantity specified on the front hereof may be returned by Purchaser at Seller's expense, or Purchaser may place such excess in storage, with no other duty than that of storage, at Seller's expense.
5. Purchaser may from time to time by notice to Seller make reasonable changes, within the scope of this order, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or other requirements prescribed in this purchase order. At Seller's request with appropriate supporting documentation, the parties will agree upon an equitable adjustment to prices and times for performance as a result of Purchaser's changes. All changes must be in writing signed by Purchaser's authorized representative, and Purchaser will not unreasonably withhold or delay consent to a change proposed by Seller.

D. Title and Risk of Loss

1. Title Warranty: Seller warrants that it has good title to the items, free and clear of all liens and encumbrances, and will transfer such title to Purchaser.
2. Title and Risk of Loss: Title and risk of loss to the Items shall remain in the Seller until the Items have been delivered to and accepted by the Purchaser or its authorized agent or consignee at the location specified on the front hereof, unless otherwise specified on the purchase order. If the Purchaser rejects or refuses acceptance, where tender or delivery of the Items fail to conform to the specifications or terms hereof, then title and risk of loss remain on the Seller until

Seller remedies or Purchaser accepts such nonconforming Items.

E. Shipment, Marking, Packing

Shipment: Items shall be shipped F.O.B. origin unless otherwise specified. International freight terms shall be governed by Incoterms on a case by case basis. All shipments shall be properly packed, marked and shipped in accordance with the requirements of the Purchaser and the common carrier and in a manner which shall permit securing the lowest transportation rates. Any materials designated by law or regulation as hazardous must be marked accordingly. Seller shall reimburse Purchaser for all expenses incurred by Purchaser as a result of improper packing, marking or routing. If it is necessary for Seller to ship by a more expensive means in order to comply with a required delivery date, such cost shall be paid by Seller.

F. Acceptance: Additional or Different Terms

Additional or Different Terms: Seller's commencement of work on the Items, shipments of the Items, or other acceptance of Items, whichever occurs first shall be deemed acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face and back hereof, as well as the Additional Purchase Order Terms and Conditions, as defined herein. Additional or different terms on Seller's form or any attempt by Seller to vary any of the terms of this purchase order shall be deemed material and are objected to and rejected, and any change in, or waiver by Purchaser, is expressly waived by Seller, and shall not become part of the purchase agreement without Purchaser's written consent.

G. Warranty by Seller. Insurance and Indemnity Against Infringement

1. Warranty by Seller: Seller warrants all Items delivered hereunder to be free from defects in material or workmanship to be of good and merchantable quality, to conform strictly to all specifications, drawings, or samples which may have been provided to or furnished by Purchaser, and to fit the purpose for which the Items are intended. This warranty is in addition to all warranties provided by law. Seller's warranty shall extend to Purchaser, its successors, assigns, customers and users of Items.

2. Indemnification: Seller shall indemnify and hold harmless Purchaser, its agents, servants, consignees, employees, licenses, and their customers and representatives from and against all expenses, including attorney's fees, losses, claims, (including personal injury or death) damages, demands or causes of action, of whatever kind, including but not limited to, negligence, breach of express or implied warranty, failure to warn, and strict liability arising in any manner from any application or use of Seller's Items, or resulting from Seller's failure to deliver product on time, or failure to comply with all terms and conditions in this agreement, immediately upon receipt from Purchaser of a written notice of any suit or claim and request by Purchaser. Seller shall assume the defense of the litigation.

3. Insurance: If requested by Purchaser, Seller shall maintain policies of liability insurance, declaring Purchaser as a named insured, to such amounts as Purchaser shall designate, to protect Purchaser. Such policies of insurance shall not be cancellable except upon ten days written notice to Purchaser. Seller shall furnish proof of such insurance to Purchaser. Prior to commencing work on Purchaser's premises or utilizing Purchaser's property (including Purchaser's Property), Seller will maintain and upon request furnish to Purchaser a certificate evidencing: (1) general liability insurance with coverage limits reasonably acceptable to Purchaser and naming Purchaser as an additional insured; (2) all risk property perils insurance covering the full replacement value of Purchaser's property while in Seller's care, custody, or control and naming Purchaser as loss payee; and (3) worker's compensation insurance as required by applicable law.

4. Indemnity Against Infringement: Seller shall indemnify and hold Purchaser harmless from any and all claims for infringement of any patent, copyright, trademark or trade name by reason of the manufacture, use, or sale of the Items. Seller shall indemnify Purchaser for any costs, expenses, liability and damages, including attorney's fees, which Purchaser may incur by reason of any suit or claim of any alleged infringement. Immediately upon receipt from Purchaser of written notice of any such suit or claim, Seller shall appear in and assume the defense of the litigation if Purchaser shall so request.

H. Termination of Contract and Remedies of Purchaser

1. Termination at Option of Purchaser: Purchaser shall have the right to terminate this order or any part hereof upon the occurrence of any of the following events to or by Seller: (a) failure to comply with all required laws, regulations or orders; (b) insolvency or actions indicating insolvency (such as a petition by or against Seller under any chapter of the bankruptcy laws); (c) the appointment of a receiver for all or part of Seller's property; attempt to make a general assignment for the benefit of creditors; (d) failure to use properly skilled personnel; or (e) failure to comply with any of its obligations under this order. Upon termination of the order in accordance with this section, Purchaser may take possession of the Items in whatever state of completion they may be, contract with or employ any other person or persons to finish the Items, and collect from Seller any additional expenses or damages, including attorneys' fees, which Purchaser may suffer. Purchaser also reserves the right to terminate this order, or any part hereof, for its sole convenience in such event Seller shall immediately stop all work and observe any instructions from Purchaser as to work in process. Seller shall be paid an equitable adjustment for work already performed.

2. Purchaser's Rights or Remedies: Any rights or remedies granted to Purchaser in any part of this order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in any other part of this order or that Purchaser may have at law or in equity.

I. Purchaser Specifications: Changes or Modifications

1. Material Safety Data Sheets: Purchaser is relying upon material safety data sheets furnished by Seller, and Seller shall indemnify Purchaser for any loss, claim, or expense, including attorneys' fees, arising out of Seller's failure to provide full, complete and accurate information contained in material safety data sheets.

2. Purchaser Specifications: All Specifications, drawings, notes, instructions, engineering notices, or technical data of Purchaser furnished to Seller or referred to in this order shall be deemed to be incorporated herein by reference the same as if fully set forth. Purchaser shall at all times retain title to all such documents. Seller shall not disclose the contents of the same to any person other than those duly authorized by Purchaser. Upon Purchaser's request, Seller shall promptly return to Purchaser all such documents and copies thereof.

3. Changes: Purchaser shall have the right to make changes (including additions and deletions) from time to time in the Items, their specifications, drawings, designs, packing instructions or destination or to postpone the delivery schedule. Any adjustments in price and/or other terms of this order as a result of such changes shall be in writing and signed by Purchaser.

J. Additional Purchase Order Terms and Conditions on Purchaser's Website

All of the terms and conditions applicable to this purchase order are available on Purchaser's website at www.markivautosupplier.com. The website sets forth terms and conditions in addition to those set forth above within the document titled "Supplier Performance Requirements Manual". The parties hereby agree that the Additional Purchase Order Terms and Conditions are expressly incorporated into this purchase order and are made a part hereof. The Additional Purchase Order Terms and Conditions shall have the same force and effect as the other terms and conditions set forth herein. If Seller is unable to access Purchaser's website to read the "Supplier Performance Requirements Manual", Seller shall notify Purchaser prior to signing this purchase order and Seller will be provided with a paper copy of the "Supplier Performance Requirements Manual".

K. Ownership of Tooling, Bailed Property

1. Purchaser's Property.

(a) Purchaser will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials and other equipment and property used by Seller to manufacture, store and transport Items ("Property") if: (1) the Items are so designated in the purchase order; or (2) Purchaser or its customer has provided or paid for the Items ("Purchaser's Property"). Seller will assign to Purchaser contract rights or claims in which Seller has an interest with respect to Purchaser's Property and execute bills of sale, financing statements or other documents reasonably requested by Purchaser to evidence its or its customer's ownership of Purchaser's Property. Seller will indemnify and defend Purchaser against claims or liens adverse to Purchaser's or its customer's ownership of Purchaser's Property except those that result from the acts or omissions of Purchaser or its customer. Seller will hold Purchaser's Property on a bailment basis and will be responsible for loss or damage to Purchaser's Property while in its possession or control. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Purchaser's Property. Purchaser will be responsible for personal property taxes assessed against Purchaser's Property.

(b) Seller will: (1) at its expense maintain Purchaser's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Purchaser's Property; (2) use Purchaser's Property only for the manufacture, storage and transport of Items Purchaser unless Purchaser otherwise approves in writing; (3) at Purchaser's request and expense, mark Purchaser's Property as belonging to Purchaser or its customer; and (4) not remove Purchaser's Property from Seller's premises without Purchaser's written approval. All replacement parts, additions, improvements, and accessories to Purchaser's Property will become part of Purchaser's Property.

(c) Purchaser will pay for Purchaser's Property that it is required to purchase at the lesser of: (1) the amount specified in the purchase order; or (2) Seller's actual cost of the Purchaser's Property, if manufactured by a third party; or (3) Seller's actual cost of purchased materials, components and services plus Seller's actual cost of labor and overhead allocable to the Purchaser's Property, if manufactured by Seller. Unless otherwise stated in the purchase order, final payment for Purchaser's Property is due: (i) on the vehicle manufacturer's PPAP (Production Part Approval Process) approval date; or (ii) within 90 days after the Property is tendered for PPAP approval if no action has then been taken on the request for PPAP approval.

(d) Seller will immediately return to Purchaser upon request, and Purchaser may retake immediate possession of, Purchaser's Property and other property of Purchaser or its customers at any time, with or without cause and without payment of any kind unless otherwise provided herein. As requested by Purchaser and at Purchaser's expense, Seller will either: (1) release the requested Property and other property to Purchaser F.C.A. Seller's plant (Incoterms 2000), properly packed and marked in accordance with the requirements of Purchaser's carrier; or (2) deliver the requested Property and other property to a location designated by Purchaser. If the return or recovery of Purchaser's Property or other property renders Seller unable to produce an Item, the return or recovery will be deemed a termination of the purchase order with respect to that Item pursuant to section H hereof.

2. Seller's Property. Seller will own all Property that is not Purchaser's Property ("Seller's Property"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the purchase order. While the purchase order covering the Items remains in effect, Purchaser may purchase Seller's Property used to produce those Items, if no longer needed by Seller to produce Items or products for other customers, for a purchase price equal to the greater of fair market value or Seller's unamortized acquisition cost.

L. Quality, Inspection and Non-Conforming Items

Inspection: All Items covered by this purchase order shall be received if properly marked according to law or regulation subject to Purchaser's Inspection and right of rejection. Prior payment in whole or in part shall not constitute acceptance. Purchaser may inspect the Items ordered hereunder during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion and for reasonable time thereafter prior to acceptance. Items furnished hereunder may at any time be rejected for defects or defaults revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such Items may have previously been inspected and accepted. Purchaser shall have the right to return such rejected Items at Seller's risk and expense (including transportation and handling costs), or require, at Seller's expense, the correction or replacement of the Items. Seller will comply with the quality control and inspection standards and systems established or directed by Purchaser and shall be QS-9000 and/or ISO 9000-2000 and/or ISO/TS 16949 certified throughout the term of completion of the purchase order. Additional quality requirements criteria can be found in the "Supplier Performance Requirements Manual" at www.markivautosupplier.com.

M. Recalls

This section applies to any voluntary or government-mandated offer by Purchaser (or the vehicle manufacturer) to vehicle purchasers to remedy an alleged defect that affects motor vehicle safety or to address an alleged failure of a vehicle to comply with an applicable motor vehicle safety standard or guideline (a "Recall"). Except as otherwise stated in this purchase order, Seller's liability for costs and damages from a Recall resulting in whole or in part from a failure of the Items to conform to the warranties in section G hereof will be negotiated on a case-by-case basis, based upon: (1) a good faith allocation of responsibility for the Recall; (2) the reasonableness of the costs and damages incurred; (3) the quantity purchased and Contract price of the affected Items; and (4) other relevant factors. As a condition precedent to Seller's liability under this section, Purchaser must: (i) notify Seller as soon as practicable after Purchaser learns that a Recall being considered implicates the Items; (ii) provide Seller with available performance evaluations, accident reports, engineering investigations, and other data relating to the potential Recall; (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Purchaser, its customer and governmental agencies regarding the need for and scope of the Recall; and (iv) consult with Seller about the most cost-effective method of modifying or replacing vehicle systems or component parts, including the Items, in order to remedy the alleged defect or non-compliance.

N. Intellectual Property

1. Except as stated in this section, Seller does not transfer to Purchaser any patent, trade secret, trademark, service mark, copyright, or other intellectual property right (“Intellectual Property Right(s)”) related to the Items, other than the right to incorporate Items purchased from Seller in vehicles and component parts and to sell those vehicles and component parts to the public. Seller grants to Purchaser a non-exclusive right and license to use Seller’s Intellectual Property Rights to obtain from an alternate source products and services similar to the Item for use in vehicles or component parts covered by the terminated purchase order and for the balance of the original term of the terminated purchase order, if the purchase order is terminated by Seller or Purchaser pursuant to section H hereof. There will be no fee for this license if: (a) Purchaser terminates the purchase order for any default by Seller; or (b) if Seller terminates the order other than for any default by Purchaser or pursuant to section P hereof. Otherwise, the parties will negotiate a reasonable fee for use of Seller’s Intellectual Property Rights.

2. For purposes of this order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Items. Standard Items manufactured by Seller and sold to Purchaser without having been designed, customized or modified for Purchaser do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Purchaser. Seller hereby agrees to irrevocably assign and transfer to Purchaser and does hereby assign and transfer to Purchaser all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Purchaser will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Purchaser deems appropriate. Seller agrees: (a) to disclose promptly in writing to Purchaser all Work Product in its possession; (b) to assist Purchaser in every reasonable way, at Purchaser's expense, to secure, perfect, register, apply for, maintain, and defend for Purchaser's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Purchaser's name as it deems appropriate; and (c) to otherwise treat all Work Product as Purchaser confidential and proprietary information. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this order. All tools and equipment supplied by Purchaser to Seller shall remain the sole property of Purchaser.

3. Seller hereby grants to Purchaser a nonexclusive, royalty-free, irrevocable license to repair, rebuild and relocate the Items.

O. Compliance with Laws: Equal Employment: Licenses

1. Compliance: Seller warrants that the Items and their production or completion shall not violate or cause Purchaser to be in violation of any federal, state or local laws, regulations or orders. With respect to Equal Employment Opportunity / Affirmative Action requirements: Seller represents that it complies with the following FAR clauses: 52.222-21, Certification on Nonsegregate Facilities; 52.272-22, Previous Contracts and Compliance Reports; 52.222-25, Affirmative Action Compliance; 52.222-26, Equal Opportunity; 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans; 52.222-36, Affirmative Action for Handicapped Workers; and 52.222-37, Employment Reports on Special Disabled Veterans of the Vietnam Era.
2. Licenses: Seller shall be required to obtain and pay for any licenses, permits, and inspections by public bodies required in connection with the Items.

P. Contingencies

In the event of causes beyond the control of Purchaser, including but not limited to acts of God, fire, the elements, strikes or labor disputes, inability to obtain supplies, parts, or materials from regular suppliers, and accidents or transportation difficulties which would make it unreasonable in Purchaser's judgement to accept delivery hereunder, Purchaser shall have the option to cancel this purchase order or to delay the delivery or completion of all or part of the Items, such cancellation or delay being without cost to Purchaser.

Q. Assignment and Subcontracting

1. Limitation on Assignment: Neither party may assign this order or any right hereunder without the prior written consent of the other except that Purchaser may assign to its affiliates or subsidiaries, or to any corporation into which it shall be merged, consolidated, or by which all or substantially all of its assets shall be acquired.
2. Subcontracting: If Purchaser requires Seller to subcontract all or a portion of its duties or obligations under this order to a designated subcontractor, Seller will not be responsible for a breach of the terms and conditions of this purchase order caused by that subcontractor's failure to meet its warranty, delivery, or other contractual obligations.

R. Audit Rights

Seller will maintain records as necessary to support amounts charged to Purchaser under the purchase order. Purchaser and its representatives may audit Seller's records of transactions completed within one year prior to the audit date, to the extent needed to verify the quantities shipped and that the prices charged match the agreed-upon prices. Any audit will be conducted at Purchaser's expense (but will be reimbursed by Seller if the audit uncovers material errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

S. Advertising

During and after the term of the purchase order, Seller will not advertise or otherwise disclose its relationship with Purchaser or Purchaser's customers without Purchaser's prior written consent, except as may be required to perform under the purchase order or as required by law.

T. Integration, Severability, Governing Law

1. Entire Agreement: This document, and the documents referred to on the face hereof, including but not limited to the Additional Purchase Order Terms and Conditions, as defined herein, set forth on Purchaser's website at www.markivautomotivesupplier.com, shall be deemed to contain the entire agreement between Purchaser and Seller and to constitute the complete and exclusive expression of the terms of the order, all prior or contemporaneous written or oral agreements or negotiations being merged herein.

2. Severability: In the event that any word, phrase, clause, sentence, or other provision hereof shall violate any applicable statutes, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

3. Governing Law: The rights and obligations of the parties hereto shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the related Convention on the Limitation Period in the International Sale of Goods; rather these rights and obligations shall be governed by and interpreted in accordance with the laws of the state or province of Purchaser's facility placing this order. Whenever there is a conflict of laws, the laws of the state or province of Purchaser's facility shall prevail.

U. Limitation on Purchaser's Liability - Statute of Limitations

In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

V. Electronic Communication

Seller will comply with the method of electronic communication specified by Purchaser in Purchaser's request for quotation and confirmed in the purchase order, including requirements for electronic funds transfer, purchase order transmission, electronic signature and communication. Seller will also comply with any modification to Purchaser's specified method of electronic communication after the date of the purchase order, subject to section I hereof.

W. Past-Model Service Requirements

Seller will make Items available to Purchaser for Purchaser's past-model service requirements for a period of 10 years after Purchaser completes current-model purchases of those Items from Seller. The parties will negotiate in good faith the prices, quantities and delivery terms for past-model service Items based on the availability and cost of needed materials, supplies, and skilled workers, the additional costs for equipment setup, packaging, and the like, and other relevant factors.

X. Setoff

All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

Y. Labor Contracts

Seller will notify Purchaser of the contract expiration date at least six months before the expiration of a current labor contract that has not been extended or replaced. Purchaser may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of Items, specifying the quantities of Items required and any packaging and storage requirements. Seller will use commercially reasonable efforts to comply with Purchaser's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Purchaser commits to buy the entire quantity of conforming Items requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.

Z. Waiver

Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

AA. Confidential Information

Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by Purchaser or Seller in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is apparent at the time of disclosure ("Confidential Information"), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Contract without in each case the written consent of the disclosing party. Confidential Information will not include information that: (1) is or becomes generally available to the public other than as a result of a violation of this Section AA by the receiving party; (2) was obtained by the receiving party on a non-confidential basis from a third party who had the apparent right to disclose it; or (3) is legally required to be disclosed. Purchaser and Seller will each use the same degree of care (but not less than a reasonable degree of care) to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure. Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received.