

APTIV STANDARD TERMS AND CONDITIONS OF SALE

These Aptiv Standard Terms and Conditions of Sale ("Terms of Sale") are incorporated by reference into every quotation, acknowledgement and invoice issued by Aptiv Services US, LLC, or one of its affiliated entities (collectively "Aptiv") for the supply of goods:

1. **ACCEPTANCE.** The quotation issued by Aptiv ("Quotation"), whether or not in response to a request for quotation ("RFQ"), and as may be amended from time to time, is an offer by Aptiv to Buyer (as identified on the Quotation) to sell the products and/or services described on the Quotation (collectively, the "Products") for the period of time reflected on the Quotation. If no quantity of Products is set forth in the Quotation, then Aptiv will supply, and Buyer will purchase, 100% of Buyer's requirements for the Products. The drawings, specifications, statements of work and assignment of tasks and responsibilities, as they are mutually agreed to in writing and may be amended by written agreement of the Buyer and Aptiv from time to time, are incorporated herein by reference, all of which, together with these Terms of Sale and the Quotation, constitute the "Agreement". Neither the Quotation, any acknowledgement document or other document issued by Aptiv nor Aptiv's manufacture or delivery of Products shall constitute an acceptance of any terms and conditions attached to or incorporated into any RFQ, purchase order or other document issued by Buyer, and any such general terms and conditions issued by Buyer are specifically excluded and not incorporated into the Agreement. Any of the following acts by Buyer shall constitute its acceptance of the Quotation and all terms and conditions contained herein in their entirety: (i) acknowledging the Quotation; (ii) issuing a purchase order for the Products on the same or substantially the same price as reflected on the face of the Quotation; (iii) accepting delivery of the Products; or (iii) by other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Products. Any additional or different terms proposed by Buyer, whether in its purchase orders, RFQ materials, material releases, scheduling agreements or otherwise, are unacceptable to and expressly rejected by Aptiv and are not part of the Agreement and shall have no effect with respect to any purchases of Products by Buyer. Aptiv will not be bound to any provisions in the contracts between Buyer and its customer(s). Acceptance by Buyer of this offer and Aptiv's performance under any purchase order issued by Buyer is expressly limited to and conditioned upon Buyer's acceptance of the terms of the Quotation and these Terms of Sale exclusively.

2. **PRICING.** The price(s) for the Products is as listed on the face of the Quotation and is not subject to decrease unless otherwise mutually agreed in writing. The price shall be increased in accordance with provisions contained in the Quotation and, unless otherwise stated in the Quotation, shall be automatically and retroactively increased to account for the full impact of raw material and freight price increases, increased labor rates, currency exchange rate fluctuations, actual volumes being less than those estimated by Buyer and all other factors that increase Aptiv's cost of providing the Products to Buyer, including without limitation changes in tariffs, tax, trade or national security-related laws or regulations or similar governmental actions that directly or indirectly increase the cost of providing the Products. In addition to the price of the Products as stated in the Quotation, any and all taxes that may be imposed by any taxing authority, arising from the sale, delivery, or use of the Products and for which the Aptiv may be held responsible for collection or payment either on its own behalf or on behalf of the Buyer, shall be paid by the Buyer to Aptiv upon Aptiv's demand. Buyer's failure to provide the price increases required hereunder shall be deemed a material breach of the Agreement.

3. **CHANGES.** Unless specifically agreed to in writing by Aptiv, Aptiv shall have no obligation to implement any change requested by Buyer to the Agreement, including any obligation to supply Products beyond the quoted program life specified in the Quotation, or to the Products, including the design, specifications, materials, packaging, testing requirements, shipping date, time or place of delivery. To the extent that any such requested change is agreed upon by Aptiv, the parties will negotiate in good faith and agree upon an appropriate adjustment to the time for performance, an equitable price adjustment, and other relevant terms as well as the amount of reimbursement by Buyer for the costs of any finished Products or raw materials or supplies which become obsolete or any other costs and/or appropriate adjustment resulting from the requested change before Aptiv is under any obligation to commence work on any such agreed upon change. In addition, all costs and expenses associated with the implementation of any such requested change shall be paid by Buyer in advance, or, if agreed to in writing by Aptiv, within thirty (30) days of the date of the invoice. If any agreed change is made after the program design freeze date provided by Aptiv, Aptiv will have no responsibility for any delay in start of production or other key program dates or any warranty or other claims related to such post-design freeze changes.

If Aptiv requests a change to the Products, Buyer shall not unreasonably deny such request and, in any event, shall provide its response to such request in writing within a reasonable time after receipt of the request and, in any event, no later than thirty (30) days after receipt of the request. To the extent that Aptiv's requested change to the Products offers cost savings and Buyer denies Aptiv's requested change for any reason other than a safety concern as evidenced by Buyer to Aptiv's satisfaction or if Buyer fails to timely respond to Aptiv's request, then Aptiv shall not be required to provide Buyer with any productivity discounts or other price decreases set forth in Aptiv's Quotation or otherwise agreed. To the extent that Aptiv's requested change to the Products

offers improved performance, quality and/or safety and Buyer denies Aptiv's requested change or fails to timely respond to Aptiv's request, then Aptiv shall have no liability for any claims, damages, losses, costs or expenses relating to the Products to the extent such claims, damages, losses, costs or expenses are attributable to Buyer's denial of such change request.

4. **DELIVERY, TITLE, RISK OF LOSS AND RIGHT OF REPOSSESSION.** Delivery dates are estimated and are not guaranteed. Aptiv will use reasonable efforts to meet Buyer's requested delivery dates, provided Buyer has complied with Aptiv's applicable lead time requirements. Unless otherwise stated on the face of the Quotation, the delivery term shall be Free Carrier (FCA) Aptiv's warehouse facility listed on the face of the Quotation (Incoterms 2010). Title and the risk of loss of or damage to all Products sold will pass to Buyer upon delivery of the Products as determined by the Incoterms delivery term. Until the Products have been paid for in full, Buyer, or any agent of Buyer or third party: (i) will hold the Products subject to a security interest or lien in favor of Aptiv allowing for the right or re-possession by Aptiv to the extent permitted by applicable law, (ii) will not alter, remove, destroy, or damage any identifying mark on the Products or their packaging, and (iii) will keep the Products separate from any other goods. Aptiv may take possession of the Products at any time after payment for the Products or any other payment owed to Aptiv has become due.

5. **RELEASES.** Unless otherwise specified on the face of the Quotation, Buyer shall provide Aptiv at least a total of eight (8) weeks of firm releases for finished Products and eight (8) additional weeks of firm authorization to purchase raw materials and no less than twelve (12) additional weeks of planning volumes. Aptiv is not obligated to: (i) manufacture or ship Products in excess of the maximum capacity, (ii) increase its capacity in the absence of a mutual written agreement; (iii) to supply above the quoted volumes up to its maximum capacity for longer than specified in the Quotation and, if not specified, for more than 6 weeks in any calendar year, and (iv) if Aptiv agrees to any increase in capacity, the parties must agree to revised pricing and other terms before Aptiv is obligated to ship any quantity above the quoted maximum capacity.

6. **INSPECTION.** The remedies afforded Buyer under Paragraph 9 hereof entitled Warranty shall be exclusive for non-conforming Products but shall be unavailable to Buyer if Buyer inspected or reasonably should have inspected the Products and could have discovered the non-conforming Products upon such inspection.

7. **PAYMENT.** Unless otherwise provided on the Quotation, payment for the Products shall be made "Net 30 days" from the date of delivery in United States dollars via electronic funds transfer, with no discount for earlier payment. If in Seller's reasonable opinion, reasonable grounds for insecurity arise with respect to Buyer's ability to perform, in addition to any other rights available to Aptiv under applicable law, Aptiv may demand adequate assurance of Buyer's due performance and require advance payment or collateral and may refuse fulfillment of further shipments until its demand is fulfilled. If Buyer becomes delinquent in payment or refuses to accept C.I.A. shipments, Aptiv shall have the right, in addition to any other right it may have in equity or under applicable law, to cancel any order of Buyer, to withhold further deliveries, and declare all unpaid amounts for Products previously delivered immediately due and payable. All amounts past due may be, in Aptiv's discretion, subject to an interest charge of 1.5% per month.

8. **PACKAGING.** The Products to be delivered hereunder shall be packaged and shipped as provided in the Quotation. In the absence of such a provision in the Quotation, the Products shall be packaged in accordance with standard industry practice. If Aptiv is required to use Buyer's returnable packaging and such packaging is unavailable, Aptiv may use expendable packaging, the costs of which Buyer will reimburse Aptiv. Unless otherwise provided on the face of the Quotation, export or other special packaging will be an additional charge to the Buyer.

9. **WARRANTY.** (a) Unless otherwise set forth in the Quotation, Aptiv warrants to Buyer that, at the time of delivery, the Products will be free from defects in material and workmanship and will conform to the applicable specifications as stipulated in the Quotation and incorporated documents. Aptiv is not responsible for nor liable to Buyer for damages (for breach of warranty or otherwise) arising out of or related to the selection of the Products for Buyer, the integration of the Products into any assembly manufactured by Buyer or any third party, placement of the Products within Buyer's assembly or the vehicle and/or the environment in which the Product operates. Unless otherwise specified in the Quotation, the warranty period shall be the earlier of: (i) the vehicle warranty offered by the vehicle manufacturer for vehicles incorporating the Products, (ii) any period of time required by law, (iii) the period of time mutually agreed to in a writing signed by authorized representatives of both Parties, if any, or (iv) thirty-six (36) months from the date of delivery of the Products to Buyer; (b) Aptiv warrants to Buyer that it has conveyed good title to the Products sold hereunder. Aptiv's liability and Buyer's remedy under this warranty is limited to the removal of any title defect or, at Aptiv's election, the replacement of the goods which are in the defective title.

Non-conformance of the Products with this warranty shall be determined either by mutual written agreement of the Parties, or, in the event that the Parties cannot reach such agreement, by a joint root cause analysis of all (or, if impracticable, a random statistically significant sample, as agreed by the Parties) of the Products and the entire system or assembly into which the Products are incorporated. Conformance of the Products to Buyer's written specifications is an absolute defense to warranty liability. In the

event that the Products are non-conforming, as determined in accordance with this Section, Aptiv's sole liability to Buyer and/or Buyer's customer(s) and Buyer's and/or Buyer's customer's sole and exclusive remedy under this warranty (whether or not the non-conforming Products have been installed in vehicles and must be the subject of a recall, Buyer satisfaction or other service campaign or similar action) is limited to, at Aptiv's choice, the rework, repair or replacement of, or credit of the purchase price for, the non-conforming Products; provided, however, that the foregoing remedy is available only if Buyer provides written notice that the Products are potentially non-conforming within thirty (30) days after Buyer knew or reasonably should have known that the Products were potentially non-conforming, including, but not limited to, through information received from Buyer's direct or indirect customer.

Specifically excluded from this paragraph and any warranty are the following, for which Aptiv shall have no liability whatsoever: (i) Product design defects if the Products are not designed entirely by Seller; (ii) defects or damage caused by unauthorized or improper installation, alteration, repair, maintenance (including failure to provide appropriate maintenance), handling or operation of the Products by Buyer or any third party; (iii) Products considered by Aptiv to be samples, prototype, development or pre-production, which are provided on an "AS IS" basis only; (iv) any component, system, or assembly not manufactured or sold by Aptiv and/or the integration, incorporation, interaction, connection, placement, or use of conforming Products in or with any such component, system, or assembly, (v) Products that have been subject to damage attributable to or caused by: (a) misuse, abuse, or vandalism or any transit related damage; (b) acts of God or insurrection; (c) normal wear and tear; (d) or any other acts that are beyond Aptiv's reasonable control.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON APTIV UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF APTIV.

10. SERVICE PARTS. Aptiv will supply Buyer with service parts for the period of time specified in the Quotation, or, if not specified therein, a maximum of ten (10) years after the end of serial production. If during the service period it is not reasonably feasible for Aptiv to provide service parts, including as a result of obsolete or otherwise unavailable materials or components, Aptiv's obligation to provide service part support is limited to proposing alternate solutions, such as (without limitation) a final one-time purchase or the substitution of functionally equivalent products. The price(s) for service parts shall be as agreed in writing by the Parties and shall account for decreased volumes during the service period as well as all increased or additional costs, including, but not limited to, costs related to raw materials and/or component parts, tooling and equipment acquisition and/or set up, development, packaging, manufacture, processing, assembly, and delivery. Aptiv reserves the right to change the manufacturing location and corresponding supply base as needed for service parts.

11. TERMINATION. Aptiv may terminate the Agreement as a result of Buyer's: (i) breach, threat to breach and/or repudiation of any representation, warranty or other term of the Agreement; (ii) making an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Buyer; (iii) request for accommodation from Aptiv, financial or otherwise, in order to meet its obligations under the Agreement; (iv) entering or offering to enter into a transaction that includes a sale of a substantial portion of its assets or a merger, sale or exchange of stock or other equity interests that would result in a change in control within the meaning of the Internal Revenue Code and regulations issued thereunder; or (v) financial or other condition that could, in Aptiv's sole judgment, endanger Buyer's ability to perform. Buyer may only terminate the Agreement upon a material breach by Aptiv which remains uncured forty-five (45) days after Aptiv's receipt of written notice of such breach from Buyer. If this Agreement is terminated prior to the end of the vehicle program for any reason, in addition to all other rights Aptiv may have hereunder or other at law or in equity, Buyer shall, within forty-five (45) days, pay to Aptiv: (i) the contract price for all finished Products manufactured prior to termination; (ii) the cost of all work in process (based upon the contract price multiplied by percentage completion); (iii) the cost of all raw materials and components purchased by Aptiv in connection with the Agreement; (iv) all costs anticipated by Aptiv to be amortized in the Product piece price over the expected volumes of the Program as reflected in the Quotation including, without limitation, for research and development, capital equipment, tooling and machinery; and (v) Aptiv's costs for settling claims or disputes with its sub-suppliers in connection with component parts, raw materials, or services related to the Products. Unless separately agreed in writing by Aptiv, Aptiv shall have no obligation to assist Buyer in the transition of production of the Products or similar parts to itself or to another supplier. In the event Buyer properly terminates this Agreement, Aptiv is not obligated to release any of Buyer's Tooling (as defined in Section 16) nor provide any separately agreed upon transition support relating to the supply of the Products to Buyer, if any, until Buyer makes all required termination payments.

12. EXCUSABLE DELAYS. Aptiv shall not be liable for any failure to perform or delay in performance when due to acts of God, compliance in good faith with any applicable foreign or domestic government regulation or order whether or not it proves to be invalid, fires, floods, windstorms, other natural disasters, riots, wars, labor problems (including disputes, strikes, slowdowns or

lockouts), inability to obtain power, components, materials, transportation, or equipment or any other cause beyond the reasonable control of Aptiv. If in the exercise of commercial reasonable effort to continue performing Aptiv incurs any additional costs, such costs will be borne by Buyer.

13. **LIMITATION AND EXCLUSION OF LIABILITY.** In the event any remedy hereunder fails of its essential purpose and monetary damages may be imposed, Aptiv's liability, whether founded in contract or tort (including negligence), arising out of or resulting from (i) this Agreement or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement or use of Products, (iii) the furnishing of any service, except in the case of Aptiv's gross negligence and/or willful and intentional misconduct, shall not exceed, the revenues received by Aptiv from Buyer for the Products which gave rise to the claim of Buyer during the twelve (12) month period preceding the date of such claim. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, APTIV SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE PRODUCTS OR EQUIPMENT, COST OF CAPITAL, COST OF ANY LINE STOPPAGES OR PLANT SHUTDOWNS OR ANY DAMAGES CLAIMED BY BUYER'S CUSTOMER.

14. **INTELLECTUAL PROPERTY.** Unless otherwise agreed in writing, Aptiv owns all intellectual property acquired, conceived, generated, or developed by it or on its behalf at any time ("Aptiv Intellectual Property"), including Aptiv Intellectual Property developed during any design, development and testing activity referenced herein or other non-recurring engineering (NRE) work related to the Products ("Foreground IP"). Any modifications to pre-existing Aptiv hardware design, algorithms, software, specifications, calibrations, source code and/or object code made in connection with the Products, including modifications made during design, development and testing activity referenced herein for which Buyer has paid, are deemed Aptiv Intellectual Property. Buyer shall have a limited, non-exclusive license to use any Foreground IP that Buyer has specifically and separately paid Aptiv to develop, but such license will not include any rights to use any other Aptiv Intellectual Property. Except as otherwise provided in this section, no licenses to any Aptiv Intellectual Property are granted to Buyer other than a limited, non-exclusive license to incorporate the Products purchased from Aptiv into Buyer's products and sell those products.

15. **INFRINGEMENT.** Aptiv shall have no obligation to defend, indemnify or hold harmless Buyer against any claims, suits, proceedings, or actions asserting that the Products, whether individually or in combination with any other component, part, assembly, software or hardware, directly or indirectly infringe any intellectual property of any third party where the infringement results from: (a) Aptiv's compliance with Buyer's instructions, (b) modification of the Products other than by Aptiv or its authorized agents to the extent that the infringement would have been avoided but for such modification, (c) the use of the Products except as agreed between Aptiv and Buyer, (d) the combination of Products with components, parts, assemblies, software or hardware not provided by Aptiv, where the combination causes the infringement and not the Products alone, (e) third party software, including open source software, incorporated in the Products, or (f) infringement attributable to a recommended or directed supplier. Subject to the foregoing, Aptiv shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that the use or resale of the Products by Buyer directly infringes any third party intellectual property, but only on the condition that Aptiv receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to and the cooperation of Buyer for such defense. In such case, Aptiv shall, at its own expense, either settle said claim, suit or action or shall pay all damages excluding any and all incidental, indirect, accidental or consequential damages, and costs awarded by the court therein. If the use or resale of the Products is finally enjoined, Aptiv shall, at Aptiv's option, (i) procure for Buyer the right to use or resell the Products, (ii) replace the Products with equivalent non-infringing goods, (iii) modify the Products so they become non-infringing, or (iv) refund the purchase price to the Buyer.

16. **INDEMNIFICATION.** Aptiv will defend, indemnify and hold Buyer harmless from any claims, suits, proceedings, or actions arising directly out of the gross negligence or willful misconduct of Aptiv or its employees. All liability shall be apportioned in relation to the fault of Aptiv, Buyer and any other third party which might be liable. Aptiv shall have no other indemnification obligations to Buyer.

17. **DATA.** Aptiv shall be and remain the owner of all data captured, observed, and/or generated by, or otherwise related to, the Aptiv Product and/or its components during development, testing and validation activities or other engineering work related to the Parts. All rights, title and interest in such data shall belong solely and exclusively to Aptiv. Aptiv may, at its sole discretion, share certain data with Buyer, in which case such data may be used by Buyer only with respect to the applicable vehicle program and solely for the purposes mutually agreed.

18. **SOFTWARE.** Except with respect to any third party software, all software provided in connection with this quotation is deemed Aptiv Intellectual Property. Aptiv is unable to share with Buyer any Product-related source code unless agreed in a separate writing or necessary to comply with any open source software license. Aptiv's liability to Buyer for issues arising from or related to any third party software is limited to those remedies available to Aptiv from the supplier of such third party software. To the extent

that any hardware design, algorithms, software, specifications, calibrations, source code and object code are made available to Buyer for use during the term of the Agreement, it may only be utilized in conjunction with the quoted vehicle program exclusively within the scope of this program. Buyer may use the algorithms, software, specifications, source code and object code from the quoted vehicle program on controllers provided by Aptiv only. Hardware design, algorithms, software, specifications, calibrations, source code and object code provided by or developed by Aptiv during the quoted vehicle program will remain the exclusive property of Aptiv, which will have the unrestricted rights to use them.

Any continuous improvement or other software support and maintenance activities are not included in this quotation and will be quoted separately.

Unless expressly stated otherwise in the Quotation, the costs and terms of any required road testing or other mileage accumulation and related data storage, use of simulation tools, and any related analysis are not included in this quotation and will be quoted separately. To the extent any road testing or other mileage accumulation is agreed upon, Product feature completion will occur approximately 3 months after such road testing or mileage accumulation has been completed, unless otherwise provided in the Quotation.

19. **TOOLING.** "Tooling" shall mean such tooling, jigs, dies, gauges, molds, fixtures, and/or patterns required for production of the Products. Only Tooling that is separately negotiated and fully paid for by Buyer in accordance with the tooling payment terms set forth in the Quotation or other otherwise under a separate written agreement shall become the property of Buyer ("Buyer's Tooling"). During its use at Aptiv's facility, Buyer's Tooling shall be maintained in accordance with Aptiv's usual preventative maintenance practice. Aptiv shall be under no obligation whatsoever to maintain, repair, or replace any of Buyer's Tooling beyond that normal preventative maintenance required to allow for production of the estimated volume at the capacity rates and other terms set forth in the Quotation. Buyer shall bear the risk of ordinary wear and tear, loss or damage other than as intentionally caused by Aptiv. At the request of Buyer and to the extent practicable, Buyer's Tooling shall be identified by appropriate markings. Prices for Buyer's Tooling do not include transportation costs, storage beyond completion of the Agreement, or the costs of marking or packaging. Buyer acknowledges that Aptiv's possession of Buyer's Tooling is integrally related to Aptiv's performance under the Agreement. Consequently, upon termination, expiration or cancellation of the Agreement for any reason, Aptiv shall have a lien on and may maintain possession of Buyer's Tooling until Aptiv is paid in full for all amounts due under the Agreement. Furthermore, Buyer shall not have any interest in or right to purchase any property, including Tooling, owned by Aptiv or any other party, even if such property is used in the production of the Products.

20. **SETOFF.** Buyer acknowledges and agrees that in no circumstance shall it be entitled to setoff or debit any amount allegedly owed to it by Aptiv against any amount payable to Aptiv unless Buyer has provided advanced written notice of the proposed setoff with a detailed explanation for the basis and has received Aptiv's written agreement to allow the proposed setoff. In the event Buyer fails to comply with the foregoing and improperly sets off, debits or recoups from amounts due or to become due to Aptiv, Aptiv shall be entitled, in addition to all of its other rights hereunder or otherwise, to withhold shipments of Products until Buyer reverses such improper set off, debit and/or recoupment.

21. **CONFIDENTIALITY.** Any and all information, in whatever form transmitted, and items embodying information (including photographs, samples, models, prototypes) disclosed by or on behalf of Aptiv to the Buyer or to which Buyer is exposed, including, without limitation, manufacturing methods, procedures, processes, technologies, know-how, trade secrets, formulas, ideas, inventions, drawings, specifications, product data, designs, software, business plans, marketing plans, business operation information, financial information, pricing information, strategies, Buyer lists, supplier lists, and any representations, compilations, analysis, and summaries of the foregoing ("Confidential Information") shall be held by Buyer in strict confidence and used solely for the purpose of doing business with Aptiv. Buyer shall restrict access to and limit disclosure of Aptiv's Confidential Information to only those of Buyer's employees, directors, officers, and advisors with a need to know the information to accomplish the purpose of this Agreement, provided that they have been instructed and are bound not to disclose the Confidential Information or use it for any purpose other than as permitted under this Agreement and that Buyer shall at all times be fully liable to Aptiv for any breach of this Agreement by such persons and any entities. Buyer shall not disclose or transfer any of Aptiv's Confidential Information, either directly or indirectly, to any other person or entity without the written consent of Aptiv. Aptiv shall have no obligation to provide any of its non-public financial or other Confidential Information to Buyer. In the event of an uncured default or proper request for adequate assurance of performance, Aptiv is required only to produce limited financial or other Confidential Information relevant to the default and ability to perform its obligations in the future and only after mutually agreed upon procedures have been established for review of such information. Notwithstanding the foregoing, Aptiv shall remain entitled to contest whether Buyer has reasonable grounds for insecurity as to Aptiv's performance.

22. **BUYER'S CONTRACTS WITH ITS CUSTOMER.** Regardless of whether Buyer was directed or suggested to use Aptiv for the manufacture of the Products, Aptiv is a supplier to Buyer only, and unless Aptiv has signed a separate agreement with Buyer's

customer or otherwise expressly agreed in writing, Aptiv shall not be bound by any terms and conditions imposed upon Buyer by Buyer's customer, whether or not Aptiv has notice of such terms. Buyer's obligations under the Agreement will not be affected by: (i) the filing of a bankruptcy or insolvency proceeding or an assignment for the benefit of creditors by or against Buyer's customer under the laws of any country; (ii) a consensual, negotiated or Court imposed or authorized amendment, modification, supplementation, or termination of the contract between Buyer and its customer unless Aptiv has consented to such amendment, modification, supplementation, or termination of the contract in writing, (iii) any agreement, resolution, or compromise that Buyer may agree to with Buyer's customer with respect to any dispute involving the components, systems or assemblies which contain the Products, including, without limitation, for any breach of warranty and/or recall, or (iv) failure of Buyer's customer to timely pay Buyer for any equipment or tooling or any components, systems, or assemblies containing the Products for any reason. Buyer will defend, indemnify and hold Aptiv harmless from and against any costs, damages, expenses or other liabilities related to any commercial issues, warranty and recall matters between Buyer and its customer.

23. DIRECTED RELATIONSHIPS. If Buyer requires, recommends, requests that Aptiv use, or otherwise identifies, a particular supplier, or there is a requirement that Aptiv use a particular component or material, Buyer and Aptiv will agree upon a RASIC chart highlighting the responsibilities of the parties. Buyer will be fully responsible for the performance of the supplier and associated risk of any faulty or non-performance by said supplier and will resolve all commercial issues, warranty and recall matters, product liability or other third party claims, and production interruptions arising from or related to the components provided by the directed supplier directly with the directed supplier and will indemnify and hold Aptiv harmless from any costs, damages, expenses or other liabilities related to these issues.

If Aptiv is required or directed by Buyer to sell to a third party, Buyer guarantees fulfillment of all of such third party's obligations to Aptiv, including full and timely payment. Buyer will hold Aptiv harmless from and against any costs, damages, expenses or other liabilities, including resulting from any interruption in supply, directly or indirectly caused by the third party.

24. COMPLIANCE WITH LAWS. In the performance of the Agreement, Buyer shall fully comply with all applicable laws, statutes, rules, regulations, conventions, orders, standards and ordinances, including, without limitation, all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, as such acts may be amended from time to time.

25. EXPORT CONTROLS. Aptiv and Buyer acknowledge and agree that the Products sold hereunder are subject to export controls imposed by the United States government under various federal laws. Buyer agrees that it will not export or re-export or otherwise transfer any Products or technical data provided hereunder to any country, person, entity or end-user subject to U.S. export restrictions. Buyer specifically agrees not to export or re-export the Products or technical data hereunder (i) to any country or party to which the United States has, at the time of the transfer, embargoed or restricted the export or reexport of the relevant products or services; (ii) to any end-user who the Buyer knows will utilize the Products or technical data in for any purposes prohibited by applicable law or regulations including, without limitation, in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S export transactions by any federal agency of the U.S. government. Aptiv may refuse to enter into or perform any order, and may cancel any order, placed under this Agreement if it determines, in its sole discretion, that entry into or performance of such order would violate any applicable law or regulation of the United States or any other government.

26. ASSIGNMENT. Buyer may not assign this Agreement, in whole or in part, without the prior written consent of Aptiv. Any attempted assignment or subcontracting by Buyer without such consent shall be ineffective and will not relieve Buyer of its duties or obligations under this Agreement. In the event of a proper assignment, the contract shall be binding upon and inure to the benefit of the Buyer's successors and assigns.

27. RELATIONSHIP OF THE PARTIES. Buyer and Aptiv 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.

28. GOVERNING LAW, JURISDICTION, FEES AND STATUTE OF LIMITATIONS. The validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance or breach, and any and all related matters shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan, USA. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts of the State of Michigan. Buyer shall pay Aptiv's reasonable attorney fees, costs, and expenses incurred in enforcing any provision of this Agreement. Any legal action arising out of or related to this Agreement, whether alleging breach of warranty or other breach, default or tortious act by Aptiv, must be brought by Buyer, or any

other person making a claim under this Agreement, within two (2) years after the date of the receipt of the Product(s) sold herein, or one (1) year after Buyer or such person could reasonably have discovered the basis for the action, whichever comes first.

29. WAIVER. No waiver shall be effective unless it is in writing. The failure of Aptiv to require performance under any provision of this Agreement shall in no way affect Aptiv's right to require full performance at any subsequent time, nor shall the waiver by Aptiv of a breach of any of the terms and conditions of this Agreement constitute a waiver of any other breach of the same or any other term.

30. SEVERABILITY. If one or more provisions of the Agreement should be or become invalid or unenforceable, the remaining provisions of this Agreement shall 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.

31. ENTIRE CONTRACT. This Agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified or otherwise supplemented unless any such amendment, modification, or supplementation is done so in writing and explicitly references this Agreement and is signed by both authorized representatives of both parties hereto.