

TERMS AND CONDITIONS OF PURCHASE ORDER

IMPORTANT - READ CAREFULLY

1. Definitions: These "Terms and Conditions of Purchase Order" are hereinafter referred to as "Terms." The supplier identified in the Purchase Order into which these Terms and Conditions are incorporated is hereinafter referred to as "Seller." BOLTA US Ltd., d/b/a Bolta US, Inc. or any of its related entity(ies) is hereinafter referred to as "Buyer." These Terms and the Purchase Order into which they are incorporated are referred to collectively below as the "Purchase Order" ("PO"). The parts and/or services to be purchased by Buyer from Seller under this PO are referred to as "Parts." Seller shall supply Parts to Buyer, and Buyer shall purchase Parts from Seller in accordance with Terms of this PO as hereinafter provided. Seller acknowledges and agrees that Seller has read and understands these Terms and all of the other documents referenced herein.

2. Entire Contract: The entire contract between Buyer and Seller is contained in the PO and the corresponding scheduling agreement ("SA"), and any other of the then most current version of the terms, conditions, and/or agreement(s) specifically incorporated in the PO by reference herein or available on Bolta's Website. The terms, conditions and requirements of the then most-recent-version of Bolta's "Quality Requirements" and the "Specifications" for the Parts are hereby incorporated by reference. No alleged oral promises or conditions which are not set forth in the PO shall be binding upon Buyer or Seller, and any prior negotiations between the parties are merged into the PO.

3. Acceptance: Seller's written acceptance or commencement of work or service under the PO shall constitute acceptance by Seller of the Terms. ANY ADDITIONAL OR DIFFERENT TERMS STATED BY SELLER IN ANY ACKNOWLEDGEMENT FORM, OR IN SELLER'S OWN FORM OF ACCEPTANCE OF THIS PO, OR INDICATED BY SELLER IN ITS QUOTATION OR OTHERWISE (ORAL OR WRITTEN) ACKNOWLEDGING OR ACCEPTING THIS PO, IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THE PO AND IS HEREBY OBJECTED TO BY BUYER, UNLESS SPECIFICALLY ACCEPTED, IN WRITING, BY AN AUTHORIZED OFFICER OF BUYER. BUYER'S ACCEPTANCE OF THE PARTS SHALL NOT CONSTITUTE ACCEPTANCE BY BUYER OF ANY SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WHICH ARE NOT SPECIFICALLY ACCEPTED BY BUYER IN WRITING. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Buyer and Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein.

4. Changes: Buyer reserves the right to make any change to quantities, delivery schedule and/or Specifications upon notice to the Seller. If such changes cause a material increase or decrease in Seller's costs or time of performance of this PO, Seller shall notify Buyer immediately and negotiate an adjustment. Seller shall submit any change requests in writing to Buyer. Amendments or changes to the PO shall only be issued at the sole discretion of Buyer.

5. Price: If this PO is not priced, it shall not be filled at prices higher than those last quoted and charged Buyer for such Parts. Parts are purchased on a delivered basis and all charges for boxing, packaging, cartage, freight, and/or delivery shall be included in the purchase price of the parts. Charges for boxing, packaging, cartage, freight, and/or delivery shall not be allowed or paid by Buyer unless otherwise expressly stated on this PO. All freight charges are to be paid by the supplier to the carrier without further liability to Buyer, its divisions, subsidiaries or affiliates, or its customer and/or consignee.

6. Shipping: Buyer reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Buyer. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Buyer's PO Number. Seller's serial numbers must be shown on all shipping papers and invoices.

7. Invoices: All invoices shall be mailed to Buyer at its office as indicated on the face of this Order and will state Buyer's PO Number clearly on the Invoice. Invoice and duplicates shall be rendered for each order or for each shipment if more than one is made on a PO. No invoice shall be delivered by Seller to any employee of Buyer. An

itemized delivery ticket, bearing Buyer's PO Number as shown hereon, must be left with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the package or other shipping unit. The payment discount period will date from receipt of the invoice and not from the date of the invoice. In case of errors on an invoice, the payment discount period will date from the receipt of corrected invoices. Seller shall use the lowest published freight rates and any excess transportation charges incurred, including any that deviate from the published tariff rates, are to be borne by the Seller.

8. Time is of the Essence: Time of shipment and of other aspects of performance hereunder is of the essence of this agreement.

9. Right of Inspection: Parts supplied by Seller shall be received subject to Buyer's inspection and approval within a reasonable time after delivery. Payment by Buyer shall not constitute acceptance. If specifications or warranties are not met, parts may be returned at Seller's expense. No Parts returned to Seller as defective shall be replaced except upon Buyer's formal authorization.

10. Assignment: Neither the PO, nor any interest therein, nor any claim arising hereunder shall be transferred or assigned by Seller without the prior written consent of Buyer. Buyer may transfer or assign the benefits under this PO, in whole or in part, including without limitation the Seller's warranty, without the approval of Seller.

11. Controlling Law, Jurisdiction and Venue: THIS PO and the TERMS HAVE BEEN NEGOTIATED AND AGREED UPON IN THE STATE OF ALABAMA, U.S.A., AND ALL THE TERMS, CONDITIONS, RIGHTS AND DUTIES OF THE PARTIES UNDER THE PO SHALL BE GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF ALABAMA, U.S.A. WHICH ARE IN EFFECT AS OF THE DATE OF THE PO, BUT WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. IN ORDER TO INDUCE THE PARTIES TO ENTER THIS AGREEMENT, EACH PARTY AGREES AND CONSENTS THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, THE PARTS, AND/OR THE PERFORMANCE THEREOF, SHALL BE LITIGATED IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA, WESTERN DIVISION, AND EACH PARTY WAIVES ANY RIGHTS TO CHALLENGE THIS JURISDICTION OR SEEK ANY CHANGE OF THIS VENUE. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AS AMENDED, IS EXCLUDED AND SHALL NOT APPLY TO THE PO.

12. Warranties: Seller represents and warrants that Seller has been furnished, has read, and understands the Terms, PO, Quality Requirements, and Specifications for the Parts and that Seller shall be bound to the Buyer to the same extent and in the same manner (unless otherwise noted in the PO) as Buyer is bound Buyer's customer and/or end-user. Parts received from Seller which do not conform are subject to return to the Seller at the Seller's risk and expense. Alternatively, at the Buyer's option, the Buyer may perform or cause to be performed any corrective work necessary to cause such non-conforming materials and/or Parts and/or services to comply with the PO and charge the cost of such corrective work to the Seller's account. Seller warrants and represents that all of the Parts and services under this PO shall be as follows: (1) of merchantable quality; (2) have good and marketable title, free and clear of any and all liens, claims, encumbrances and/or interest of any other person, firm or corporation, including without limitation the Seller's subcontractor(s); (3) free from all defects in materials and workmanship; (4) free from all liens, patent infringements and claims for intellectual or industrial property rights; (5) to the extent that the Parts were designed by Seller or Seller's Agents or subcontractor(s), free from all defects in design; (6) fit for the particular purposes for which they are intended and purchased; (7) meet and exceed all the Terms, Buyer's specifications, CATIA, samples, drawings, designs, requirements and conditions of the job (all of which are collectively referred to as "Specifications") and the Quality Requirements) approved or adopted by Buyer; and (8) the prices for the Parts are not less favorable to Buyer than the prices provided to any other buyer of same or substantially similar parts and/or services, or offered to Buyer by any other seller for the same or substantially similar parts and/or services. Any attempt by Seller to limit, disclaim, or restrict any Warranties or any remedies of Buyer, by acknowledgement or otherwise in accepting or performing under the PO shall be null, void and ineffective, without the prior written consent of an authorized officer of the Buyer. The Warranties provided herein shall survive and extend beyond the

Term of the PO, and shall be no less than the warranties provided by Buyer to its customer or to an end-user by Buyer's customer or the OEM for the product into which the Parts are incorporated, whichever is longer.

13. Indemnification: Seller shall defend, indemnify, and hold harmless the Buyer from and against all claims, demands, losses, costs, fees (including reasonable attorneys' fees) and damages (including but not limited to consequential, special, direct, indirect, and incidental damages including, without limitation, any interruption or loss of Buyer's production or business and any losses such as anticipatory damages, lost profits, recalls, customer and/or field service activities, personnel and administrative costs, inspection costs, handling and reworking costs, and/or personal injury or death) caused to Buyer, Buyer's customers, OEM's and OEM's end-users regardless of whether they are legal or equitable in nature, in contract or in tort, which in any way arise out of or are related to any alleged default or breach by Seller of this Agreement and/or any of Seller's warranties, Seller's Parts and/or services, Seller's acts or omissions, including but not limited to the negligence of Seller, Seller's agents, servants, employees, subcontractors, or any other persons acting on behalf of Seller ("Seller's Agents"), or any alleged infringement on patent, trademark, license, copyright or other industrial or intellectual property rights or from any activities of Seller or Seller's Agents performed on Buyer's premises.

14. Delivery, Packing, Marking, and Excess Shipment: Unless otherwise expressly stated in the PO, all parts not imported to the United States shall be delivered by Seller, "FOB Buyer's plant." Unless otherwise expressly stated in the PO, all Parts imported to the United States shall be delivered by Seller "DDP – Buyer's plant" (as defined in Incoterms 2000). Seller shall bear and insure for and against all risk of loss to Parts until delivery of Parts at Buyer's plant. All transportation charges (including terminal switching charges) shall be at Seller's expense. Title shall pass to Buyer upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Buyer shall be the responsibility of Seller. Buyer shall not be liable for any charges related to delivery. All prices shall include all customs duties, expenses, tariffs and federal, state and local taxes (including all import taxes, excise taxes and sales taxes). Any reduction in Seller's cost resulting from a reduction in transportation charges, customs duties, import taxes, excise taxes and/or sales taxes from those in effect on the date of this PO shall be paid to Buyer by Seller as a reduction of the price. Upon request, Seller shall provide all information and certification pertaining to costs, places of origin, customs information, duties, and taxes of all Parts and/or services. Seller shall be responsible for all export licenses and authorizations, as well as any arrangements for duty deferral or free trade programs. Seller shall comply with all customs, border protection, and anti-terrorism laws. All Parts are to be shipped, delivered and supplied within the period provided in the PO. The Seller shall provide 100% on-time delivery. Partial deliveries must be pre-approved in writing by Buyer. In the event Seller fails to make shipment and delivery in accordance with the PO, Buyer may cancel the unshipped balance of the Parts under the PO without liability, and pursue all legal and equitable remedies against Seller. Unless otherwise provided herein, Seller shall (1) pack and mark the Parts covered by this PO to be shipped so as to meet all safety and carrier requirements, secure the lowest transportation rates, and assure arrivals to ship-to point free of damage or deterioration; (2) be responsible for the Parts until delivered at the designated delivery point, regardless of point of inspection; (3) properly mark each package with the PO number; (4) show the PO number on packing slips, bills of lading and invoices; (5) assure that packing slips accompany each shipment; and (6) submit invoices promptly. No charges will be payable by Buyer for containers, crating, boxing, and drums, etc. Seller shall be responsible for all fines, penalties and charges assessed by Buyer or Buyer's customer resulting from Seller's failure to comply with PO which shall be debited by Buyer from Seller's account. Any Parts in excess of those scheduled for shipment according to this PO may be refused at Seller's expense. If Seller has reason to believe that deliveries will not be made as required by PO Seller shall immediately provide Buyer with written notice of the cause(s) of the anticipated delay and new date of deliver. Seller grants the Buyer the right to specify at any time the carrier and/or the method of transportation to be employed in conveying any part or all of the Parts covered herein.

15. Chemical and Hazardous Substance: Seller shall furnish to Buyer a properly labeled listing and description, as well as an MSDS, of all chemical and/or hazardous substances or ingredients in Parts under this PO which include or utilize ingredients which could reasonably be considered to be pollutants, contaminants, chemicals, deleterious substances or industrial, toxic or hazardous materials, wastes or substances under any international, federal, state

and/or local treaty, convention, law, statute, ordinance, rule and/or regulation; and thereafter any changes in such ingredients.

16. Labor Disputes: Seller will notify Buyer immediately of any actual or potential labor dispute delaying or threatening to delay timely performance of this PO and will provide all relevant information to Buyer. Seller will notify Buyer in writing at least six (6) months in advance of the expiration of any current labor contracts. If requested by Buyer, Seller will deliver a supply of finished Parts at least thirty (30) days prior to the expiration of any such labor contract in quantities and for storage at place or places designated by Buyer.

17. Confidentiality: Seller shall comply with Buyer's Confidentiality and Non-Circumvention Agreement. The PO and all Specifications, and all other information, including but not limited to technical, business and financial, which is furnished by Buyer, or its agents, to Seller in connection with this order remain the exclusive, proprietary and intellectual property and trade secrets of Buyer and shall be treated by the Seller as Confidential Information ("CI") and shall not be disclosed or used, outside the limitation of this PO, without prior written approval of an authorized officer of the Buyer. Seller shall treat all CI as confidential and utilize the CI solely for the intended purpose under this PO. Seller shall not use CI for any other purpose without the Buyer's prior written consent. Seller shall not reproduce, disseminate, or publish CI or any portion of the CI and shall take all reasonable precautions to prevent such an occurrence, and shall return all CI, copies, compilations, and summaries thereof, immediately upon the request of Buyer. The purchase of the Seller's Part does not authorize the Seller to use the name of or make reference to Buyer for any purpose in any releases for public or private dissemination, nor shall the Seller divulge or use in any advertisement or publication any specifications, data, or other information pertaining to or relating to this usage without prior written approval of the authorized officer of Buyer.

The Seller shall not advertise or publish the fact that the Seller has contracted to furnish the Buyer with Parts or services.

18. Insurance: At Seller's sole expense, Seller shall procure and maintain insurance, including but not limited to Commercial General Liability Insurance, Products Liability and Completed Products and Operations Hazard Insurance, Umbrella Insurance, Workers Compensation Insurance, Property Insurance, and Recall Insurance, in the amounts required by Buyer under the circumstances acceptable to Buyer, with reputable and financially responsible insurance companies, insuring against any and all public, premises, and contractual liability, including injuries or death to persons, as well as damage to property, arising out of or related to the Parts or services supplied by Seller under the PO, or the Seller's performance hereunder. Seller shall furnish to Buyer copies of each policy of insurance, executed certificates of such insurance and renewals thereof, and any other information concerning the insurance. Such policies shall provide for cancellation only after thirty (30) days prior written notice has been given to Buyer. The insurance provided for and required herein shall not limit Seller's liability.

19. Insolvency: If Seller ceases to conduct its operation in the normal course of business including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, or Seller has a change in management, control or merges with another company, Buyer may terminate the PO without liability.

20. Cancellation: Buyer may cancel this PO for the convenience of Buyer or Buyer's customer. Buyer may also cancel this PO if the Seller defaults or fails to perform, repudiates, breaches, or threatens to breach this PO or any warranty under this PO, fails to provide Buyer with most competitive price, or fails to provide Parts in accordance with this PO. Buyer may also cancel this PO if Seller suffers financial difficulty or is insolvent, or is the subject of a bankruptcy or receivership proceeding, or fails to provide Buyer with reasonable and adequate assurances to Buyer, or if Buyer has a change in ownership or control.

21. Waiver: No waiver of any breach of any term of this PO shall be deemed a waiver of any succeeding breach, nor shall such waiver be deemed a modification of the PO's terms.

22. Severability and Binding Effect: Each provision hereof shall be separate and independent and shall be valid and enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All provisions shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns to the same extent as if named as a party hereto.

23. Compliance with Laws: Seller, and all Parts provided by Seller, shall comply with all applicable local, state, federal and international rules, regulations, orders, conventions, treaties, laws, ordinances and standards, and unless exempt, shall comply with provisions of Executive Orders No. 11246 as amended and No. 13201 (Beck) as amended, 29 C.F.R 470, 41 C.F.R 60-1, 60-250, 60-741.44 , 60-250.44, 60.300.44, which are all incorporated by reference herein of the location of origin, transit and delivery. Upon Buyer's request, Seller shall certify Seller's compliance and shall defend, indemnify and hold Buyer harmless from and against any claims, demands liability, damages, and expenses (including reasonable attorneys' fees) arising from Seller's alleged or actual non-compliance with this paragraph. All Parts must bear the following certification: "Seller hereby certifies that the Parts covered by this invoice were produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor."

24. Relationship of Parties: Buyer and Seller are independent contracting parties and nothing contained in this PO shall be deemed to make either the Buyer or the Seller to be the agent of the other, or to create a partnership or joint venture, as neither Buyer nor Seller has any authority to control, assume or create any obligation on behalf of the other party.