GHSP INC.

GENERAL TERMS AND CONDITIONS

(DOCUMENT RELEASE AND EFFECTIVE DATE: September 4, 2026)

TERMS AND CONDITIONS INDEX

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TERMS AND CONDITIONS

SECTION 1
GOODS AND SERVICES COVERED BY THESE TERMS AND CONDITIONS

1(a) These Terms and Conditions apply to the purchase by GHSP Inc. or any of GHSP Inc.'s subsidiaries (hereafter referred to as the "Buyer" or "GHSP") of production goods and services from the Supplier including, but not limited to: (a) production and service parts, components, assemblies and accessories; (b) raw materials; (c) tooling; and (d) design, engineering or other services. These Terms and Conditions can be found on the website of GHSP at https://www.ghsp.com/supplier-resources/ or obtained directly from the Buyer.

1(b) Purchase Orders describe the goods and services being purchased and specify the name and address of the Buyer and the Supplier. The goods and/or services purchased are herein referred to as the Goods or, in the case of a prototype tool order or production tool order, as the Tooling (defined in greater detail in Section 24 (a)). A reference to a Purchase Order in these Terms and Conditions is a reference to all orders therein identified as a Purchase Order subject to these Terms and Conditions.

1(c) These Terms and Conditions are the primary contract terms and conditions that apply to the purchase of the Goods.

SECTION 2
DOCUMENTS USED IN PRODUCTION PURCHASING

In addition to Purchase Orders, the Buyer may use additional documentation (Purchase Order Documents) in the purchase of Goods or Tooling. These Purchase Order Documents are also governed by these Terms and Conditions unless otherwise stated:

2(a) A Request For Quote (RFQ) asks the Supplier to provide a quotation for Goods. Any quotation provided by the Supplier must be based on these Terms and Conditions and must be submitted on the Buyer's quotation form. Buyer may require Supplier provide both a Preliminary RFQ and a Final RFQ.

2(b) A Statement of Work is prepared or approved by the engineering department of the Buyer. In most cases, it is developed before a production purchase order is issued.

2(c) A Warranty Program Agreement is an agreement relating to a warranty reduction, recovery or chargeback program. In the event of a conflict, these Terms and Conditions will take precedence over the terms of any Warranty Program Agreement.

2(d) A Release Purchase Order instructs the Supplier to ship a specified quantity of Goods to a particular location by a specified date and time and may include material release schedules or fixed quantity "OP" purchase orders.

2(e) Supplier Manual. The Supplier Manual defines the Supplier's responsibilities for ensuring that Goods conform to Buyer's specifications and other procurement requirements. The Supplier Manual is located at http://www.ghsp.com/supplier-resources/ or may be obtained from the Buyer. The terms of the Supplier Manual are part of the Purchase Order Documents. In the event of a conflict, unless otherwise stated in the Supplier Manual, these Terms and Conditions will take precedence over the terms of the Supplier Manual.

2(f) Master Supply Agreement. A Master Supply Agreement for either tool-manufactured products or off-the-shelf products refers to a supply agreement between the Buyer and the Supplier for a specified duration. The terms of any such Master Supply Agreement are part of the Purchase Order Documents and are binding on the Supplier and the Buyer. In the event of a conflict, the conflicting provisions of the Master Supply Agreement will take precedence over the conflicting provisions within these Terms and Conditions. All nonconflicting provisions of these Terms and Conditions will still apply.

2(g) Tooling Agreement. The Buyer may enter into a Tooling Agreement (see Section 24 below) regarding the use of tools, gages or machinery owned by Buyer or its customers and used in the manufacturing of Goods. The terms of any such Tooling Agreement are part of the Purchase Order Documents and are binding on the Supplier and the Buyer. In the event of a conflict, unless otherwise stated in the Tooling Agreement, these Terms and Conditions will take precedence over the terms of any Tooling Agreement.

2(h) Supplemental Terms and Conditions. Supplemental Terms and Conditions may be issued by the Buyer to address special product or local market requirements, including legal matters specific to the country where the Buyer or the Supplier is located. Supplemental Terms and Conditions are part of the Purchase Order Documents and are binding the Supplier and the Buyer. The Supplemental Terms and Conditions will identify the scope of their applicability.

2(i) Routing Guide. A Routing Guide may be issued by Buyer to provide specific shipping instructions to Supplier. The terms of any such Routing Guide are part of the Purchase Order Documents and are binding on the Supplier and the Buyer. In the event of a conflict, unless otherwise stated in the Routing Guide, these Terms and Conditions will take precedence over the terms of any Routing Guide. The Supplier Manual applies unless noted in the P.O. that the CD GQA applies.

2(j) Supplier Packaging Guideline. GHSP Packaging Requirements and Guidance provides the specific packaging instructions to Supplier. The terms of GHSP Packaging Requirements and Guidance are part of the Purchase Order Documents and are binding on the Supplier and the Buyer. In the event of a conflict, unless otherwise stated in the GHSP Packaging Requirements and Guidance, these Terms and Conditions will take precedence over the terms of any Routing Guide.

SECTION 3
THE TERMS AND CONDITIONS THAT APPLY

3(a) Terms and Conditions that Apply. The contract between the Buyer and the Supplier for the purchase and sale of the Goods is the Purchase Order. The Purchase Order includes these Terms and Conditions and the Purchase Order Documents.

3(b) Terms and Conditions that Do Not Apply. No terms or conditions other than those set forth in the documents referenced in Section 3(a) will apply to the Purchase Orders, including any contract terms that may have been submitted by the Supplier. To be valid, any deviations from the terms and conditions set forth in the documents referenced in Section 3(a) must be expressly approved in writing and signed by the GHSP Vice President of Supply Chain.

SECTION 4
CONTRACT FORMATION

4(a) Buyer's Offer. When the Buyer issues a Purchase Order, it makes an offer to purchase the Goods or Tooling from the Supplier on the terms and conditions in the Purchase Order and herein.

4(b) Supplier's Acceptance. The contract is formed when the Supplier accepts the offer of the Buyer represented by the Purchase Order. Seller's acceptance is expressly limited to the Purchase Order and these General Terms and Conditions **("Terms")**, and any additional or inconsistent terms are void unless expressly agreed in a signed writing by Buyer's Authorized Representative. Seller's Acceptance occurs upon the earlier of: (a) the Supplier beginning work or performance; (b) the Supplier notifying the Buyer of its acceptance of the offer by signing and returning the Purchase Order; or (c) the Supplier shipping the Goods to Buyer.

4(c) Upon acceptance, the Purchase Order**,** which includes and is governed by these Terms and any other documents specifically incorporated by reference in these Terms or Purchase Order or separately agreed to in writing by Buyer and Seller, such as specifications, drawings, requirements of Buyer's customer, or quality requirements, will become a binding contract between Buyer and Supplier (collectively, the **"Contract"**). Any proposal for additional or different terms, or any attempt by Supplier to vary in any degree any of the terms of the Purchase Order or the Contract in Seller's acceptance is hereby rejected.

4(d) Supplier's acceptance is expressly limited to these Terms, and any additional or inconsistent terms are void unless expressly agreed in a signed writing by Buyer's Authorized Representative.

SECTION 5
QUANTITY OR VOLUME PROJECTIONS; FIXED PRICES; SERVICE AND REPLACEMENT PARTS

5(a) Requirements Contract. Unless otherwise expressly stated on the face of the Purchase Order and subject to Buyer's termination rights contained in these Terms, the Purchase Order is a requirements contract under which the Buyer will purchase and the Supplier will supply Buyer with 100% (or, if multiple sourced, a specified percentage or range of Buyer's requirements as stated on the face of the Purchase Order) of Buyer's requirements, replacement and service parts requirements of the Goods specified for the length of the applicable program production life as determined by the Buyer's customer, including as identified in Buyer's fixed quantity "OP" purchase orders, firm orders or releases, material authorization releases, or similar communications. The Supplier acknowledges that the Buyer's requirements for the Goods are dependent upon the requirements of the Buyer's customers and are not within the control of the Buyer, and that the specific quantity of Goods to be supplied by the Supplier and purchased by the Buyer is measured by the actual requirements of the Buyer as stated in the Buyer's Releases. Time and quantity are of the essence in the purchase of Goods. For blanket purchase orders and requirements purchase orders, the Buyer will issue Releases to specify the quantities needed, delivery locations, times and dates.

5(b) Fixed Prices or Pricing. Buyer shall not be billed at prices higher than those stated on the Purchase Order, and no additional expenses, premiums or charges of any kind shall be imposed, unless specifically authorized by a Purchase Order change notice signed by an authorized representative of Buyer. For further clarity, prices charged for Goods and Services listed on the Purchase Order are not subject to increase, including specifically any increase based on changes in raw material or component pricing, labor or overhead, or currency fluctuations unless specifically agreed to in writing signed by an authorized representative of Buyer. Supplier assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rates, increases in raw material or component costs, inflation, increases in labor and other production and supply costs, and any other event which impacts the price or availability of materials, supplies or labor. The prices are inclusive of (i) all federal, state, provincial, and local taxes and any duties applicable to the provision of the Products and Services; and (ii) all storage, handling, packaging and all other expenses and charges of Supplier.

5(c) Volume Projections. The Buyer may provide the Supplier with estimates, forecasts or projections of its future volume or quantity requirements for the Goods ("Volume Projections"), which may be in excess of Buyer's current Purchase Orders. These Volume Projections are provided as an estimate for planning purposes only. Until such reserve Goods are purchased from Supplier, they will remain the property of Supplier and will be held by Supplier at its sole risk and expense. Buyer will have no obligation to take delivery

and pay for such reserve unless such reserve falls within a firm order or release, material authorization release, or similar communication under 5(a) above.

5(d) No Commitment. Volume Projections are not a commitment by the Buyer to purchase the quantities specified in the Volume Projections. The Buyer's purchase obligation is only as specified in Section 5(a). The Supplier acknowledges that Volume Projections, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or later on. The Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any Volume Projection.

5(e) Current-Model Service Requirements. During the applicable vehicle program production life, which commences with the Original Equipment Manufacturer ("OEM"), Supplier will make the Goods covered by the Contract available to Buyer for Buyer's current-model service requirements at the then-current production prices under the Purchase Order plus any additional costs for special packaging.

5(f) Past-Model Service Requirement. Commencing at the end of the applicable vehicle program production life ("Post-Production") and for a period designated in the agreements between Buyer and its customers, such period not being less than fifteen (15) years, Buyer will buy and Supplier will sell the Goods to Buyer for 100% of Buyer's requirements for past model service and replacement parts. Supplier shall maintain Tooling and related documentation as required under Section 24 during the service period. Buyer may audit Supplier's readiness annually. With prior notice, Buyer may modify the service period. If Supplier desires to discontinue supply earlier than the requirement herein, the parties may negotiate a last-time buy transaction upon mutual written agreement.

5(g) Pricing. Post-Production pricing will remain at production pricing for the first six (6) years of after end of the production period. Buyer and Supplier will then negotiate in good faith service price changes in three (3) year increments for the remainder of service period. If Supplier requests a price change, it must prove the necessity for such a price change with a price breakdown sheet, volume data, actual invoice or price changes requests from suppliers, published price changes, and any other information reasonably requested by Buyer. Price increases pursuant to this Section 5(g) are capped at CPI-U (Consumer Price Index for All Urban Consumers) unless extraordinary costs are accepted by Buyer.

5(h) Unless otherwise expressly agreed to in writing by an authorized representative of Buyer, or Buyer has removed tooling from Supplier necessary for the production of service parts, Supplier's obligations under this Section 5 will survive termination or expiration, regardless of the reason for such termination or expiration of the Purchase Order.

SECTION 6
PAYMENT

6(a) Payment Terms. Standard payment terms are net sixty (60) days unless otherwise specified on a Purchase Order or where such payment terms are prohibited by the Country of manufacturing. After delivery of the Goods and/or performance of Services, Supplier will promptly submit via Buyer's Supplier portal or Accounts Payable email, correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer. Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Buyer reserves the right to require two- or three- way match of the Goods before issuing payment. Suppliers will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer will pay Supplier in the currency specified in the Contract or, if none is specified, in the currency of Supplier's shipping or service location. Buyer may set off or deduct from sums owed to Seller under the Contract those sums owed by Supplier to Buyer in accordance with Section 11.

6(b) Proof of Insurance. No payment will be due unless the Supplier has provided a certificate of insurance and other required documentation showing it has fully complied with its obligations under Section 18.

SECTION 7
SETOFF

7(a) Supplier's Direct Accounts. The Buyer will administer on a Net Settlement Basis all of the accounts of the Supplier arising from the Purchase Orders and other agreements the Supplier has with the Buyer. Net Settlement Basis means that, unless prohibited by law, the Buyer may set off and recoup against the Buyer's accounts payable to the Supplier any amounts for which the Buyer determines in good faith the Supplier is liable to it under any Purchase Order or other agreements with the Supplier. The Buyer may do so without notice to the Supplier.

7(b) Basis of Debit. The Buyer will be presumed to have acted in good faith if it has a commercially reasonable basis for believing that the Supplier is liable for the amount of the debit. A debit may include the actual professional fees and other costs incurred by the Buyer.

SECTION 8
QUALITY ASSURANCE

8(a) Quality Assurance. The Supplier will promote continuous quality improvement in the manufacture, production and distribution of Goods, and will comply with all terms and conditions of the Buyer's Supplier Manual. The Supplier will comply with the quality assurance processes, inspections and standards specified by the Buyer for suppliers providing goods or services similar in nature to the Goods.

SECTION 9
SHIPPING, PACKAGING AND DELIVERY

9(a) Compliance with Buyer's Requirement. The Supplier will comply with the Buyer's requirements for packing, marking, labeling and shipping. Packaging must meet GHSP Sustainability Guidelines.

If Buyer has not provided packing or shipping instructions, Supplier will pack and ship Products and Services in accordance with sound commercial practices. If Supplier is required to use Buyer's returnable packaging, Supplier will be responsible for cleaning and returning the returnable packaging. If returnable packaging is not available, Supplier may use expendable packaging and Buyer will reimburse Supplier for the reasonable costs of expendable packaging. Buyer's reimbursement obligations are limited to costs pre-approved by Buyer in writing.

9(b) Delivery. Supplier will deliver the Goods in strict compliance with the Buyer's Purchase Orders and Releases. Unless otherwise stated in the Contract, the Goods will be delivered FCA Seller's plant (Incoterms 2020). Goods for critical parts will be delivered DAP Buyer's facility (Incoterms 2020). If the Goods are not ready for delivery in time to meet Buyer's delivery schedules, Buyer has the right to direct expedited delivery at Supplier's expense. Supplier is responsible for any additional costs of any resulting expedited or other special transportation, including any costs or penalties charged to the Buyer by the Customer or OEM as a result of Supplier's delay. Supplier is responsible for any delays caused by its suppliers or subcontractors.

9(c) Title and Risk of Loss. Risk of loss will pass at the time and place of delivery to Buyer in accordance with the delivery term on the Purchase Order and Release for the Goods. Title passes to Buyer only upon acceptance by Buyer at Buyer's designated facility set forth in the Purchase Order and Releases where the Goods are to be used.

SECTION 10
NONCONFORMING GOODS

10(a) Right to Inspect. All material and workmanship used in the performance of the Purchase Order shall be subject to inspection by the Buyer and/or the Government at all times during manufacture and subject to final inspection and acceptance at Buyer's plant.

Buyer's inspection of the Goods, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer's acceptance, inspection, or failure to inspect does not relieve Supplier of any of its responsibilities or warranties. Nothing in the Purchase Order releases Supplier from the obligation of testing, inspection and quality control. If defective Supplies are shipped to and rejected by Buyer, the quantities under the Purchase Order will be reduced unless Buyer otherwise notifies Supplier. Supplier will not replace reduced quantities without Buyer authorization.

10(b) No Inspection Required. The Supplier will only deliver Goods that conform in all respects to the requirements described in Section 16. Though Buyer has a right to inspection under Section 10(a), Buyer is not required to inspect the Goods prior to their use. The Supplier waives any right to require the Buyer to conduct an inspection.

10(c) Notice. If the Goods do not conform, the Buyer will inform the Supplier, orally or in writing, about the nonconformity as soon as reasonably practicable after the Buyer has discovered it. The Buyer will confirm the nonconformity in a written notice if requested by the Supplier to do so. Within five (5) business days of the Buyer's Notice of non-conformity, Supplier shall submit a corrective action plan to the Buyer to address the non-conformity.

10(d) Supplier's Right to Cure. The Supplier will be permitted to rework, replace or otherwise remedy a nonconformity in the Goods as long as: (a) the nonconformity has been discovered after delivery of the Goods but before the Buyer has started to use the Goods (including in any pre-assembly processing or fitment); (b) the Supplier can perform the remedial work at its location, or at the Buyer's site (subject to any restrictions in any labor agreement of the Buyer), without disruption to the Buyer's operations; (c) the remedial work will not cause any delay in the Buyer's operations, including its production process, or cause the Buyer to incur any additional costs; (d) the cure can be completed by the deadline established by the Buyer; and (e) the Buyer has not provided three (3) written notices of nonconformity to Supplier in the immediate past twelve (12) months that would allow the Buyer to exercise its option to terminate the Purchase Order for cause and resource the Supplier. Seller will document corrective actions within five (5) business days after receipt of a defective or non-conforming sample and will take whatever measures necessary to correct the defect or non-conformance.

10(f) Buyer's Options. If the Buyer determines in good faith, after consulting with the Supplier, that the remedial work cannot be done within the limits of Section 10(d), the Buyer is entitled to: (a) reject the nonconforming Goods, return them to the Supplier and, at the

Buyer's option, request redelivery of conforming Goods; or (b) retain them and either repair them itself or request the Supplier do so, on or off-site. In any event, the Supplier will bear the risk and expense of the remedial action undertaken by the Buyer or the Supplier including Supplier's direct labor costs and factory overhead.

10(f) Supplier's Right to Nonconforming Goods. The Supplier may request that the Buyer hold and make available to the Supplier, at the Supplier's expense, any nonconforming Goods, subject to the Buyer's options under Section 10(e).

10(g) Costs Incurred by the Buyer. The Supplier is liable for all direct, incidental and consequential damages, losses, costs, and expenses incurred by the Buyer resulting from the failure of the Supplier to deliver conforming Goods or to comply with the shipping and delivery or other requirements of the Buyer, even if the Supplier has cured the failure under Section 10(d). These include costs associated with interruptions or delays in production and plant shutdowns. Buyer is entitled to exercise any rights in this Section 10 or Section 11, including automatic debit of Supplier for costs associated with sorting or rework.

10(h) No Acceptance or Waiver of Rights. The Buyer's rights under this Section 10 and Section 11 apply even if the nonconformity does not become apparent until after delivery of the Goods. The Supplier is not liable for damage to the Goods after delivery due solely to actions taken by the Buyer or third parties. Payment will not constitute acceptance of nonconforming Goods, nor will it limit or affect any of the Buyer's rights.

10(i) Inspection Report. A copy of the inspection report covering any material found to be defective whether it is accepted on deviation or rejected will be sent to Supplier or sent with returned material. Supplier agrees that upon receipt it will promptly complete the block titled "Corrective Action" stating what will be done to correct any future production and mail same, by electronic and first-class mail, promptly to Buyer's Quality Control Department.

10(j) Field Actions, Recalls, Alerts or other OEM Notification. This section applies to any voluntary or government-mandated action by Buyer, or by Buyer's direct or indirect customers, to conduct any recall or field service campaign, to remedy an alleged defect or otherwise take any corrective action on the Goods that relates to motor vehicle safety or an alleged failure of a vehicle to comply with an applicable motor vehicle safety standard or guideline ("Field Actions"). Field Actions include but are not limited to product recalls, OEM notifications, warranty campaigns, and service campaigns. The Supplier shall compensate Buyer for any and all losses, costs or damages arising out of or relating to the Field Action if the Field Action is the result in whole or in part from a failure of the Goods to conform to the warranties in Section 16, including but not limited to costs (including reasonable attorney's and expert's fees) for any Field Actions, labor, replacement, assembly and disassembly, root cause analyses, detection and analyze, scrapping, transportation or freight chargers to GHSP and/or its end-users, penalties or charges imposed by the OEM or Buyer's customers, and public relations initiatives associated with the Field Actions.

At the request of Supplier, Buyer will make reasonable efforts to (i) notify Supplier as soon as practicable after Buyer learns that a Field Action being considered implicates the Goods; (ii) provide Supplier with reasonable access to available non- privileged documents relating to the potential Field Action; (iii) to the extent allowed by Buyer's customer and governmental agencies, provide Supplier a reasonable opportunity to participate in inquiries and discussions among Buyer, its customer, and governmental agencies regarding the need for and scope of the Field Action; and (iv) consult with Supplier about the most cost-effective method of modifying or replacing vehicle systems or component parts, including the Goods, in order to remedy the alleged defect or non- compliance.

SECTION 11
CHARGE BACKS; SORTING

11(a) Charge Backs. Buyer has the right, in addition to other remedies available to Buyer (e.g. to claim damages), to charge back, automatic debit, or recover costs from Supplier due to late deliveries and for suspect or nonconforming Goods pursuant to Section 10.

11(b) Sorting. If sorting of defective Goods becomes necessary, Supplier is liable for the arrangement and the cost of sorting and any related transport cost. If sorting and handling is performed by Buyer or a third-party either at Buyer's facility, Buyer's customer's facility or at Supplier's facility, Supplier shall be liable to remunerate Buyer's costs for such work. Buyer has the right to automatic debit Supplier for the costs of sorting and any related transport cost. Supplier is liable for the additional administrative cost related to each accepted IR (Inspection Report) issued by Buyer.

SECTION 12
USING THE BUYER'S INTELLECTUAL PROPERTY AND TOOLING

12(a) Buyer's Intellectual Property Rights. The Buyer may have valuable Intellectual Property Rights in Tooling, documents, and information provided to the Supplier. Buyer does not transfer to Supplier any such Intellectual Property Rights. For the purposes of this Agreement, "Intellectual Property Rights" shall mean patents (including utility models), design patents, design rights (whether capable of registration or not), copyrights, copyright related rights, moral rights, right in databases, trademarks, trade secrets, knowhow, trade names, rights under marketing law and passing off, topography rights and semiconductor chip rights, and all other intellectual property rights, whether or not registered or capable of registration, and applications for any of the foregoing respectively, and all rights to apply for the same, and all rights and forms of protection of a similar nature or having a similar effect to any of these anywhere in the world. The Buyer makes available to Supplier under the Contract the limited right to use the Intellectual Property Rights of the Buyer only to the extent necessary for the production and supply of Goods to the Buyer.

12(b) Provision of Information. The Buyer shall provide Supplier with specifications, technical documents and information necessary for the delivery and the manufacturing of the Goods or the purchase/manufacturing of the Tooling ("Buyer Specifications"). Supplier may also provide Buyer with drawings, patterns, technical information, technical specifications and other materials created for the purposes of this Agreement ("Supplier Specifications"). Buyer has the right to reject and request revisions to any Supplier Specifications.

12(c) Use of Buyer's Intellectual Property Rights. Buyer Specifications, Supplier Specifications, technical documents and information, including any Intellectual Property Rights therein, relating to the Goods and/or Tooling, shall be and remain the property of Buyer, are confidential, and shall not be used for any other purpose than the manufacturing of the Goods on Buyer's behalf. The Supplier must first obtain the Buyer's written approval before it manufactures, sells or otherwise disposes to third parties any Goods or Tooling made by the Supplier using any Tooling, equipment or Intellectual Property Rights of the Buyer. Buyer Specifications, Supplier Specifications, technical documents and/or information provided and/or specified by Buyer are confidential and may not, without Buyer's prior written consent, be copied, reproduced, reversed engineered, provided to or otherwise made available to any third party.

12(d) AI Disclosure. Supplier shall disclose to Buyer, on request and at sourcing, whether and where AI systems are used in its processes involving Buyer's Intellectual Property Rights and any of Buyer's data, including without limitation, simulation, quoting, manufacturing planning, quality records, and other similar information. Supplier's disclosures shall include the following: the class of model used (vendor-hosted, open-weight, or supplier fine-tuned), the party hosting it, and the jurisdiction in which it executes. Supplier's disclosures also shall include the AI systems that the Supplier knowingly deploys for Buyer's work and the AI features embedded in its standard commercial tooling (CAD, office, PLM) that cannot be disabled ("Embedded Tooling Exemption"). This Embedded Tooling Exemption does not include or extend to features that transmit Buyer's data to a vendor environment on terms permitting retention or AI model training, which are governed by 12(e) below. Supplier shall make the disclosures required by 12(d) in the form of an attestation.

12(e) No Training on Buyer's Data. Buyer's Intellectual Property and Buyer's data, including without limitation, drawings, specifications, pricing, and other Buyer-supplied decisions, rationale, prompts, engine or skill definitions, and gate schemas shall not be used to train AI models, including Supplier's own or any third party's AI models. Any AI vendor services processing Buyer's data must provide contractual "no-training" terms and require zero-data-retention, when offered by the vendor. Where zero-data-retention is not available, the Supplier must provide a compensating control to ensure zero-data-retention. For example, masking Buyer's identifying content before inference and restricting use to model tiers that do not retain data and the residual gap is recorded rather than left implicit.

Supplier is required to review Buyer's "Supplier AI & Cybersecurity Standard" available on Buyer's website (www.ghsp.com/supplier-resources/) for more information regarding

Buyer's AI and Cybersecurity policies, including the requirements under 12(d) and 12(e) of this Section.

12(f) Developments. If Buyer's purchase of Goods initiates development or design work, any Intellectual Property Rights arising from such work shall accrue to Buyer.

12(g) Assignment of Supplier's Intellectual Property. Supplier does not transfer or license to Buyer any intellectual property rights of Supplier related to the Goods except as provided in this Section 12(e). Any technical documents and information, development or design work, idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property created by Supplier while performing this Contract that is necessary or incidental to the manufacture, sale and use of the Goods ("Supplier Developed IP") will belong to Buyer. Supplier shall disclose to the Buyer any Supplier Developed IP within thirty (30) of Supplier's development or use of Supplier Developed IP. The Supplier will and hereby does assign and otherwise transfer, and shall cause its employees and agents to assign and otherwise transfer, to Buyer, all such right, title, and interest in Supplier Developed IP, including any Intellectual Property Rights therein. To the extent permitted by applicable law, Supplier hereby waives any and all claims to moral rights in and to any Supplier Developed IP. The Supplier will, at Buyer's expense, execute any and all documents and otherwise provide assistance to secure the Buyer's rights as set forth herein.

To the extent that Supplier owns any pre-existing intellectual property prior to the Contract ("Pre-Existing IP"), Supplier shall provide a record of its Pre-Existing IP that is necessary, useful, or incidental to the manufacture, sale and use of the Goods. Any Pre-Existing IP owned by Supplier prior to the Contract, that is not assigned to Buyer in the preceding sentence, Supplier agrees that Buyer and its customers have, and Supplier hereby grants to Buyer and its customers, a worldwide, royalty free, fully paid up, transferable, perpetual, irrevocable license to use any and all such intellectual property to a) build, have built, repair, modify, improve upon, make derivatives of, have repaired, reconstruct, or have reconstructed the Goods and b) to incorporate the Goods purchased from Supplier in vehicles and component parts and to sell those vehicles and component parts to its customers and the public.

12(h) Right, Title or Interest. Supplier agrees that it will, neither directly nor indirectly, obtain or attempt to obtain, in any country or territory, any right, title or interest by registering patent, copyright or otherwise in or to any of Buyer's Specifications, innovations, inventions or other Intellectual Property Rights.

SECTION 13
CONFIDENTIAL INFORMATION

13(a) Confidential Information is information that meets the requirements specified below for Supplier Confidential Information or Buyer Confidential Information, including without limitation, trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, cost, price and other technical and business data which are supplied or disclosed by Buyer or Supplier in connection with the Contract. Information that does not meet the requirements in this Section 13 is not Confidential Information, regardless of any legend or marking to the contrary. Confidential information is not information that is reversed engineered, benchmarked or that is disclosed by the Customer or OEM.

13(b) Supplier Confidential Information is any information like the information listed in Section 13(a) that is disclosed under the Purchase Order Documents and that meets all of the following requirements:

(i) The information is non-public information: (A) that is owned or possessed by the Supplier or any of its related companies; or (B) of any third party to which the Supplier, a related company of the Supplier, or such third party has an obligation of confidentiality relating to the information; and

(ii) The information is disclosed to the Buyer: (A) in tangible form and identified as confidential in the tangible form; or (B) orally, and is identified as confidential at the time of disclosure, and is described in a written statement (which must also identify it as confidential) within a reasonable time after disclosure.

13(c) Buyer Confidential Information is any information like the information listed in Section 13(a) and that meets any of the following requirements, regardless of whether it has been disclosed under the Purchase Order Documents:

(i) The information is non-public information: (A) that is owned or possessed by the Buyer or any of its related companies; or (B) of any third party to which the Buyer, a related company of the Buyer, or such third party has an obligation of confidentiality relating to the information.

(ii) The information includes without limitation:

a A Volume Projection as defined in Section 5;

b The Buyer's or any of its related companies' future product plans or any details of those plans; or

c Any other information identified by the Buyer or any of its related companies (orally or in writing) as confidential.

13(d) Obligations and Standard of Care. The Buyer and Supplier will each use Reasonable Care to protect the confidentiality of Confidential Information to the other Party. Reasonable Care is the standard of care that the party holding the information would use in protecting the confidentiality of its own confidential information from unauthorized access or disclosure (but not less than a reasonable degree of care). In addition, Supplier shall provide ISO 27001 data security accreditation or equivalent third-party verification by an accredited third-party auditor that Supplier has a systematic, risk-based approach to protecting sensitive information. The obligations under this Section 13(d) do not apply to any information that: (1) is or becomes publicly available through no breach of any agreement between the Buyer and the Supplier; (2) is approved for release by the disclosing party in a written notice; (3) is lawfully obtained from a third party without a duty of confidentiality; (4) was already known to the receiving party prior to its disclosure; or (5) is required to be disclosed by a valid court order.

13(e) Sharing with Related Companies and Consultants. The Buyer and Supplier may share Confidential Information of the other Party with their: (1) Related Companies; and (2) consultants, contractors, experts and agents; provided, that the person or the entity with whom or which the information is being shared has agreed in writing to be bound by confidentiality provisions comparable to those specified in this Section 13. The Supplier will first obtain the written consent of the Buyer if the Supplier or any of its Related Companies wants to share Buyer Confidential Information with any party (including any of its Related Companies) that is a manufacturer or distributor of motor vehicles and and/or motor vehicle parts.

13(f) Sharing with Other Third Parties. Neither the Buyer nor the Supplier will share any Confidential Information of the other Party with any third party, including any competitor of the other Party, without the prior written agreement of the other Party, except as may otherwise be permitted under the Purchase Order Documents or other written agreement between the parties. In the event that Seller receives a demand to disclose Confidential Information, Supplier will provide Buyer with prompt prior written notice so that Buyer may respond or seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Supplier will furnish only that portion of the Confidential Information that it is legally required.

13(g) No Other Obligations. The Buyer, the Supplier and their Related Companies have no other obligation for confidential information supplied to them from another source, unless otherwise agreed to in writing.

13(h) Effective Date of Buyer's Obligations. The Buyer's obligations under this Section 13 apply to Supplier Confidential Information disclosed to the Buyer on or after Contract Formation under Section 4(b).

13(i) Obligations After Conclusion or Termination of Purchase Order. Upon request by Buyer, Supplier will promptly return or destroy the original and all copies of Confidential

Information received. Upon request of Buyer, Supplier maybe required to sign a separate non-disclosure agreement. The Parties' obligations under this Section 13 survive any termination or expiation of the Purchase Order. The Parties must maintain the confidentiality of Confidential Information without any expiration.

SECTION 14
WARRANTY REDUCTION PROGRAMS

14(a) Supplier Participation. The Buyer may initiate various programs designed to improve quality, increase customer satisfaction or reduce costs, including but not limited to, quality control programs established or directed by the Buyer or Buyer's customer relating to supplier performance evaluations and minority business expectations. The Supplier is required to participate in these initiatives to the extent requested by the Buyer.

SECTION 15
GLOBAL TRADE COMPLIANCE

15(a) Customs Drawback Documents. Upon request, Supplier shall promptly furnish to Buyer all documents and other information required for customs drawback purposes, properly completed in accordance with applicable governmental regulations. Unless otherwise expressly stated in the Purchase Order, all customs drawbacks shall be reserved and retained for, or credited to, Buyer.

15(b) Export Licenses and/or Authorizations. Export licenses or authorizations necessary for the export of the Goods shall be the responsibility of Supplier unless otherwise expressly stated in the Purchase Order, in which case Supplier shall provide such information and records necessary to enable Buyer to obtain such licenses or authorizations. Supplier shall undertake such arrangements as necessary for the Goods to be covered by any duty deferral or free trade zone programs of the country of import. Supplier shall pay export taxes, duties or fees necessary for the export of the Goods.

15(c) Customs Security Programs. To the extent that any Goods covered by the Purchase Order are to be imported into the United States of America, Supplier shall, upon Buyer's request, comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism initiative or any successor or replacement initiative or program. To the extent that any Goods covered by this Order are to be imported into Canada, Supplier shall, upon Buyer's request, participate in the Canada Border Services Agency's Partners in Protection program or any successor or replacement initiative or program. Upon request, Supplier shall certify in writing its compliance with the foregoing. Supplier shall indemnify and hold Buyer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including legal and other professional fees) arising from or relating to Supplier's non-compliance with the foregoing.

15(d) Certificates of Origin. Upon request, Supplier shall promptly furnish to Buyer all certificates of origin or domestic value-added tax and all other information relating to the costs and places of origin of the Goods or the Services and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs and other applicable governmental regulations. Supplier shall comply with all such regulations. Supplier shall indemnify and hold Buyer, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and the Buyer's customer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Supplier's delay in furnishing such certificates or other information to Buyer; (ii) any errors or omissions contained in such certificates; and (iii) any non-compliance by Supplier with such regulations.

15(e) Conflict Minerals. Under legislation passed by the U.S. Securities and Exchange Commission (SEC) in 2012, manufacturers who file certain reports with the SEC must disclose whether products they manufacture, or contract to manufacture, contain conflict minerals that come from sources that support or fund inhumane treatment in the region of the Democratic Republic of the Congo or an adjoining country. To ensure compliance with these SEC requirements, Buyer must request information regarding the use of conflict minerals, from Supplier. Any Supplier contacted by Buyer, must support Buyer by completing all requested data and reporting.

Additional information on conflict minerals reporting can be found at: http://www.aiag.org/staticcontent/committees/workgroup.cfm?FC=CR&grp=WCOC&group=CMWG or http://www.conflict-minerals.com

15(f) Customs and Import Compliance. Supplier must comply with all applicable customs and import regulations, free trade agreements and security program requirements when importing/exporting Goods to or from a Buyer facility. Supplier shall provide full digital customs documentation within twenty-four (24) hours of shipment. When applicable and upon Buyer's request, Supplier shall demonstrate compliance with the Customs Trade Partnership Against Terrorism program and the Uyghur Forced Labor Prevention Act. Buyer may at any time audit Supplier's compliance, origin and classification records.

15(g) Credits and Refunds. Transferable credits or benefits associated with the Goods purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Supplier will provide Buyer with all information and records relating to the Goods necessary for Buyer to (1) receive these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import.

SECTION 16
WARRANTY

16(a) Warranty. The Supplier warrants and guarantees to Buyer, to Buyer's successors, assigns, and customers (including users and customers of Buyer's customers), and to users of Buyer's Goods, that the Goods delivered or provided to Buyer will:

(i) Be world-class, competitive Goods in terms of price, quality, delivery and technology;

(ii) Conform in all respects to the drawings, specifications, Statements of Work, samples and other descriptions and requirements relating to the Goods that have been furnished, specified or approved by the Buyer;

(iii) Comply with all applicable laws, orders, regulations, standards, and Government Requirements of the countries in which the Goods or the vehicles into which the Goods are to be installed and are to be sold, including but not limited to those articulated in Section 15 above;

(iv) Be merchantable;

(v) Be free from defects in design to the extent furnished by the Supplier, its Related Companies or their subcontractors, even if the design has been approved by the Buyer;

(vi) Be selected, designed (to the extent designed by Seller or any of its subcontractors, agents or suppliers, even if the design has been approved by Buyer), manufactured and assembled by Seller based upon Buyer's stated use;

(vii) Be free from defects in materials and workmanship;

(viii) Be fit and sufficient for any use that is consistent with any applicable specifications provided by the Buyer or that is reasonably foreseeable; and

(ix) Be free of all liens, claims and encumbrances whatsoever.

16(b) Supplier's warranty that the Goods will be free from defects shall extend for the same period of time as Buyer's customer's warranty and/or extended warranty on the end product/vehicle. For non-production purchases, the warranty period shall be twelve (12) months from the date Buyer accepts the Goods, unless otherwise agreed in writing by Buyer.

16(c) For all Services, Supplier further warrants that its work will be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with Buyer and otherwise consistent with industry standards.

16(d) Supplier will immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in the Goods that is or may become harmful to persons or property.

16(e) Supplier's warranties are not modified, waived or discharged by delivery, inspection, tests, acceptance and payment. Further, Buyer's approval of any design, drawing, material, process or specifications will not relieve Supplier of any of the warranties set forth in this Section.

16(f) The following communications will each constitute notice of a breach of warranty under a Purchase Order: (i) any communication specifying a defect, default, claim of defect or other problem or quality issue of the Goods provided under the Purchase Order; (ii) any communication to Supplier claiming that the Goods are in breach of any warranty or that Supplier is in default under the Purchase Order; and (iii) a termination notice from Buyer. Any such claim by Buyer of breach may only be rescinded in writing by an authorized representative of Buyer.

16(g) To mitigate its damages, Buyer may fully defend any claim brough by any customer that any Goods supplied by Supplier are defective, in breach of warranty, or otherwise did not meet applicable legal or contractual requirements. Supplier and Buyer agree that, if Buyer elects to defend, this defense is in the interest of both Supplier and Buyer. Supplier shall cooperate with Buyer in defending any claims by customer, including requiring Supplier to participate in root cause and 8D analysis for all claims and Supplier waives the right to argue that the fact that Buyer took any such position in any way limits Buyer's right to assert a claim against Supplier for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing, including seeking recovery for any costs related to Field Actions, field failures, diagnostics, labor or other associated costs with defending any claims.

SECTION 17
INDEMNIFICATION

17(a) Indemnification. The Supplier shall hold harmless and indemnify Buyer, Buyer's customers, Buyer's officers, directors, employees, licensees, agents, distributors and independent contractors from and against any and all claims, demands, actions, lawsuits, proceedings, liabilities, losses, costs and expenses (including reasonable attorneys' fees and disbursements incurred by Buyer in any claim, demand, action, lawsuit or proceeding between Supplier and Buyer and/or between Buyer and any third party or otherwise) (collectively, the "Damages") arising out of any actual or alleged:

(i) infringement of any patent, trademark, trade name, trade dress, copyright, trade secret, third-party Intellectual Property Right or other proprietary right in connection with: the Goods, the manufacturing processes used by Supplier, any Supplier Specifications, Supplier Developed IP or development of design work performed by Supplier; or the incorporation or combination of the Goods into other products and services not provided by Supplier.

(ii) any unfair competition involving Goods;

(iii) death of or injury to any person, damage to any property, or any other damage or loss by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in the Goods whether latent or patent, including actual or alleged improper material, workmanship, construction and/or design of the Goods, or actual or alleged failure of Goods to comply with any specifications or samples or with any express or implied warranties of Supplier, or any claim of strict liability in tort relating to any Goods;

(iv) defect in the material, workmanship or manufacture of the Goods Products or provision of Services;

(v) violation by Supplier in its manufacture, possession, use or sale of the Goods, of any federal, state or local laws, regulations, ordinances or administrative orders or rules of the United States or any other country in which the Goods are produced or delivered;

(vi) delivery of non-conforming Goods;

(vii) negligent or wrongful acts or omissions of Supplier or Supplier's agents, employees or subcontractors;

(viii) defect involving the packaging, tagging, labeling, packing, shipping and/or invoicing of Goods;

(ix) failure to warn or to provide inadequate warnings and/or instructions;

(x) failure of the Supplier to perform its obligations under the Purchase Order or applicable law, including claims based on the Supplier's breach of warranty (whether or not the Goods have been incorporated into the Buyer's products and/or resold by the Buyer, and regardless of whether such Damages arise under tort, negligence, contract, warranty, strict liability or any other legal theories); and/or

(xi) cybersecurity breaches, environmental liabilities, and brand damage

17(b) Indemnity Obligations. If a claim under Section 17(a) results, or is likely to result, in an injunction or other order that would prevent Supplier from supplying or Buyer from using the Goods for their intended purpose, then upon the demand of Buyer, Supplier will, at Supplier's expense and Buyer's option, either (i) secure a license of the Intellectual Property Right that permits Supplier to continue supplying the Goods to Buyer, or (ii) modify the Goods so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Goods, or (iii) replace the Goods with non-infringing but practically equivalent good.

17(c) Buyer will notify Supplier promptly after Buyer becomes aware of the basis for a claim for indemnification under this Section 17. At the request of Buyer, Supplier will cooperate

with Buyer to determine the root cause of a defect in or failure of the Products and Services (and related systems and components). To the extent requested by Seller and allowed by customer, Buyer will make reasonable efforts to (a) allow Supplier to examine and test all available Products, Services and related systems and components that are subject to a third-party claim, and (b) to include Supplier in settlement discussions where indemnity has been or will be sought from Supplier. Any delay by Buyer to notify Supplier of a basis for indemnification shall not affect Supplier's indemnity obligations unless Supplier is able to prove through evidence that the delay caused Supplier significant prejudice in providing the indemnity at issue.

17(d) The obligations of Supplier under this Section 17 are unconditional and shall not be affected or limited in any way by express or implied warranties made by Buyer to its customers and independent of and in addition to any insurance and warranty obligations of Supplier. The obligations of Supplier under this Section 17 (collectively "Indemnity Obligations") shall survive the termination of the Purchase Order or any other agreements between the parties relating to the Goods.

17(e) The Supplier shall obtain insurance coverage in an amount sufficient to satisfy the Supplier's Indemnity Obligations. Regardless of the amount of insurance coverage that the Supplier obtains, the Supplier shall remain liable for the entire amount of its Indemnity Obligations, including without limitation any amounts that exceed the applicable coverage limits.

SECTION 18
INSURANCE

18(a) Insurance Maintained by Supplier. Supplier will maintain the insurance coverage in the amounts listed below (without any deductible from coverage) or in such additional amounts as may be reasonably requested by Buyer or (to the extent directed by Buyer) Buyer's customer(s), in each case also naming Buyer and its affiliates and customer(s) as "additional insured" as requested by Buyer. Supplier will furnish to Buyer a certificate showing compliance with this requirement and should provide certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer (and, if applicable, Buyer's customers) will receive 30 days prior written notice from the insurer of any cancelation, termination or reduction in the amount or scope of coverage. The existence of insurance does not release Supplier of its other obligations or liabilities under the Purchase Order Documents. Except as otherwise provided, minimum coverage shall be as follows:

COVERAGE	LIMITS OF LIABILITY
Workers compensation	Statutory

Employer's liability	US $100,000 for: (1) each accident, (2) policy limit for bodily injury by disease, (3) bodily injury by disease for each employee
Comprehensive general liability insurance, including contractual liability coverage	US $5,000,000/each occurrence general aggregate, products & completed operations aggregate
Comprehensive automobile liability insurance	US $1,000,000/each occurrence, combined single limit
Business interruption insurance	As specified by Buyer
Product Recall Insurance	US $5,000,000 / per recall

Additional Coverage required when applicable under the Contract:

COVERAGE	LIMITS OF LIABILITY
Cyber-Security liability coverage	US $5,000,000/each occurrence
Environmental Liability	US $5,000,000/each occurrence

18(b) Supplier shall obtain and maintain adequate insurance coverage for the liabilities it can incur under this Agreement during the term of this Agreement and for an additional period of ten (10) years thereafter.

SECTION 19
TERM, TERMINATION AND REMEDIES

19(a) Term. Subject to Buyer's termination rights, the Contract is binding on the parties for the length of the applicable OEM program production life (including model refreshes or extensions as determined by the applicable OEM customer), and both Buyer and Supplier acknowledge the risk of the program production volume being different than estimated or program life being extended or canceled by the OEM. Unless specifically waived in writing by an authorized representative of Buyer, Seller's obligations with respect to service and replacement parts will survive the termination or expiration of the Purchase Order.

19(b) Termination by Buyer for Convenience. The Buyer may terminate the Contract, in whole or in part upon 30 days' prior written notice to Supplier. Notwithstanding the foregoing, Buyer has the right to terminate a Purchase Order immediately and without prior written

notice to Supplier if (i) Buyer's customer or OEM terminates the Contract or (ii) termination is necessary based on any federal, state or local laws, regulations, ordinances or administrative orders.

Supplier has no right to terminate the Contract except in the event of a Default of Buyer (as provided in Section 19(l)), which is not cured prior to such termination.

19(c) Supplier Breach. The Buyer may terminate a Purchase Order, in whole or in part, upon Written Notice to the Supplier if the Supplier fails to comply with any of the requirements of the Purchase Order and these Terms and Conditions. If the noncompliance relates to an obligation of the Supplier that is, in the opinion of the Buyer, capable of cure as described in Section 19(d), the Buyer may terminate under this Section 19(c) only if the Supplier has failed to either: (i) timely cure the noncompliance (as described in Section 19(d)); or (ii) provide the Buyer with adequate assurances of performance acceptable to the Buyer.

Notwithstanding the foregoing Buyer has the right to terminate a Purchase Order without prior written notice to Supplier or the opportunity to cure if Supplier has, in the immediate past twelve (12) months, three (3) occurrences of either (i) failing to deliver confirming goods pursuant to Section 10 or (ii) failing to timely deliver the Goods pursuant to Section 9(b).

19(d) Cure Periods. If the Supplier delivers Goods that fail to comply with the requirements of Section 10(b), the cure provisions of Section 10(d) will apply. In such case, the Buyer can terminate the Purchase Order for cause, without an opportunity to cure, and can begin immediate re-sourcing of the Supplier.

For all other failures by the Supplier to comply with the requirements of the Purchase Order, the Supplier will have 10 days (or less if commercially reasonable under the circumstances) after the effective date (as described in Buyer's Written Notice (Section 27) to the Supplier specifying the failure by the Supplier) within which to: (i) cure the nonperformance; or (ii) provide adequate assurances of performance acceptable to the Buyer.

19(e) Change of Control. The Buyer may terminate a Purchase Order, in whole or in part, upon Written Notice to the Supplier, if control of the Supplier changes. A change of control includes: (i) the sale, lease or exchange of a substantial portion of the Supplier's assets used for the production of the Goods, (ii) the sale or exchange of a controlling interest in the shares of the Supplier; or (iii) the execution of a voting or other agreement of control. The Supplier shall provide the Buyer with Written Notice of a change of control within 10 days after the change of control has become effective. The Buyer will have 60 days from the date the Written Notice from the Supplier is effective (as described in Section 27) within which to notify the Supplier of its decision to terminate the Purchase Order and the effective date of the termination, which will be no sooner than 30 days after the date the Written Notice of termination is effective (as described in Section 27).

19(f) Insolvency. The Buyer may terminate a Purchase Order, in whole or in part, upon Written Notice to the Supplier, if the Supplier (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy; (iii) has an involuntary petition in bankruptcy filed against it, (iv) has a receiver, administrator, custodian or trustee appointed over the Supplier or its assets; or (v) executes an assignment for the benefit of its creditors. In each case, the Supplier is liable for all actual costs incurred by the Buyer, including those for attorneys, experts, consultants and other professionals.

19(g) Excusable Delay. The Buyer may terminate a Purchase Order, in whole or in part, upon written Notice to the Supplier, as described in Section 28(e).

19(h) Effective Date of Termination. Termination under Sections 19(c), 19(f), 19(g), or 20 will be effective on the date the Buyer's Written Notice of termination is effective (as described in Section 27(b)), unless the Written Notice specifies another date. Termination under Section 19(e) will be effective on the date specified in the Written Notice of termination.

19(i) Amounts Payable by Buyer upon Termination under Section 19(c). In the event of a termination under Section 19(c), the Buyer will pay the Supplier, subject to Sections 10 and 11, for: (i) unpaid Goods previously delivered and accepted that fully conform to the requirements of the Purchase Order; and (ii) any outstanding balance owed to the Supplier for Buyer-Owned Tooling that fully conforms to the requirements of the Production Tool Order.

19(j) Amounts Payable by Buyer to Supplier upon Termination Under Sections 19(e), 19(f), 19(g), or Section 20. In the event of a termination under Sections 19(e), 19(f), 19(g), or under Section 20 below and where the Supplier is not otherwise in default, the Buyer will pay the Supplier, subject to Sections 10 and 11, for:

(i) Any unpaid Goods previously delivered and accepted that fully conform to the requirements of the Purchase Order;

(ii) Any outstanding balance owed to the Supplier for Buyer-Owned Tooling that fully conforms to the requirements of the Production Tool Order;

(iii) Undelivered finished Goods that: fully conform to the requirements of the Purchase Order, provided that such Goods were produced in accordance with delivery or Release schedules approved by the Buyer and outstanding as of the date the termination was effective (as described in Section 19(h)), and are transferred to the Buyer in accordance with Section 22(a)(iii);

(iv) Where articles or materials are to be specifically manufactured for the Buyer under the Purchase Order, an equitable adjustment shall be made to cover the Supplier's actual cost, excluding profit, for work-in-process and raw materials as of the date of termination, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Purchase Order; and

(v) Reasonable, actual costs incurred by the Supplier in protecting the Buyer's property pending delivery or return to the Buyer.

Supplier shall provide Buyer with a detailed inventory of Supplier's work in process and raw materials within the time specified in the Buyer's notice of termination pursuant to Sections 9(e), 19(f), 19(g), or under Section 20.

Payments made to the Supplier under this Section 19(j) represent the sole responsibility of the Buyer in case of termination of the Purchase Order and: (i) will in no event exceed the aggregate price for finished Goods that would be produced by the Supplier under firm Releases outstanding at the date of termination, and (ii) the Supplier agrees not to charge any other costs, expenses or fees to the Buyer, nor will the Buyer be liable for any other costs, expenses, losses or fees arising out of the termination of the Purchase Order.

In no event will Buyer be liable for payments owed to Supplier's subcontractors or for loss of anticipated profits, unabsorbed overhead, interest, product development or engineering costs, facilities and equipment costs or rental, unrecovered depreciation costs, or general and administrative burden charges.

19(k) Amounts Payable by the Supplier upon Termination under Section 19. The Supplier will be liable for all direct, incidental and consequential losses, costs, and expenses incurred by the Buyer resulting from any failure by the Supplier to comply with any of the requirements of the Purchase Order (even if the Supplier has cured the noncompliance under Section 19(d)), or from termination by the Buyer under this Section 19. Termination under this Section 19 does not relieve the Supplier from this liability.

19(l) Buyer Breach. Buyer will be breach the Contract only upon the following circumstances or occurrences (1) Buyer admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors, or (2) becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 days after commencement.

EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED IN THESE TERMS OR PURCHASE ORDER, BUYER WILL HAVE NO LIABILITY TO SELLER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR MARKET SHARE OR DAMAGE TO BRAND VALUE), INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE.

19(m) Amounts Payable by Buyer Upon Buyer's Breach under Section 19. In the event of a termination under Section 19(l), and where the Supplier is not otherwise in default, the Buyer will pay the Supplier (i) the Purchase Order price for completed Goods manufactured pursuant to Buyer's Releases and/or Release Purchase Orders, and (ii) he actual cost of

work-in-process and raw materials procured by Seller and authorized by, Buyer's Releases and/or Release Purchase Orders (which will become Buyer's property upon payment in full).

SECTION 20
COMPETITIVENESS

20(a) Competitiveness. Improvements in productivity are required of the Supplier. The Supplier must remain competitive in all respects, including but not limited to price, quality, delivery, technology, reliability of supply, and financial stability. It is agreed that if new technology becomes available which would provide a different and more economical method of manufacture for the goods provided by the Supplier, that Supplier shall have an obligation to undertake the implementation of such technology and processes. The savings achieved in connection with such technology and process improvements shall be divided equally between the Buyer and the Supplier except where the Supplier has committed to make productivity price downs. If the Buyer determines that the Supplier has failed to maintain its competitive status in any respect, the Buyer may wholly or partially terminate the applicable Purchase Order(s) by giving three (3) months prior written notice of termination to the Supplier (the "Termination Period"). The Termination Period shall not be construed as a cure period.

SECTION 21
CLAIMS

21(a) Process for Submitting Claims. Any claim seeking a payment from the Buyer as the result of termination under Section 19 or Section 20 or as a result of non-renewal, must be submitted within 60 days after the effective date of termination, nonrenewal, or program cancellation. The claim must include sufficient supporting data to permit the Buyer's auditors to verify and substantiate the claim. The Buyer (and its designated agents) has the right to examine and audit all pertinent items related to the claim, including books, records, facilities, work-in-process, raw materials and inventory. If necessary, the Supplier may request an extension of the submission deadline, provided that it does so within the 60-day submission period.

21(b) Payment Not a Waiver. Any amount paid by the Buyer for the Goods will not be deemed to be a waiver of any breach by the Supplier or any amount otherwise due to the Buyer under the Purchase Order. Waiver by the Buyer of any breach by the Supplier on one occasion will not preclude the Buyer from terminating the Purchase Order for, or constitute a waiver of, any similar breach at another time.

21(c) No Other Liability. The Buyer has no liability to the Supplier or any Related Company of the Supplier for lost profits, unabsorbed overhead, capital investment, interest expense, product development and engineering costs, facilities and equipment rental or purchase or rearrangement costs, unamortized depreciation costs, penalties, or general or administrative

charges, whether directly or indirectly incurred by the Supplier, any of its Related Companies, or their suppliers. Under no circumstances will the Buyer make any payments for or be liable for: (i) any charges or expenses incurred by the Supplier in advance of the normal lead time necessary to meet scheduled delivery dates or for any expenses, charges or liability incurred subsequent to the giving of notice of termination (unless expressly authorized by the Buyer in writing), or (ii) for finished goods, work-in-process, or raw materials in amounts in excess of those authorized by the Buyer or for any undelivered goods which are in the Supplier's standard stock or which are readily marketable.

SECTION 22
SUPPLIERS OBLIGATIONS ON EXPIRATION OR TERMINATION

22(a) Actions by Supplier. Upon the expiration or termination of the Purchase Order, the Supplier shall:

(i) Take all actions necessary to protect any of the Buyer's property in the possession of the Supplier or its suppliers and subcontractors;

(ii) Cooperate with the Buyer to help avoid production disruptions while the production of the Goods is being resourced to another supplier, including as described further in Section 22(b);

(iii) Transfer title and possession of the Goods, Supplier-owned Tooling, work-in-process and raw materials that the Buyer has agreed to acquire from the Supplier and return Tooling and other property of the Buyer;

(iv) Terminate all orders and subcontracts related to work to be performed after the effective date of any expiration or termination; and

(v) Cease all work under the Purchase Order unless directed otherwise by the Buyer.

22(b) Transition of Supply. Upon the Buyer's request, the Supplier will cooperate and assist in the Buyer's preparation for transition of supply of the Goods upon expiration or earlier termination of the Purchase Order, including by: (a) continuing production and delivery of the Goods, at the prices, quantities and on the other terms stated in the Purchase Order, without premium or other condition, during the remaining term of the Purchase Order or such further period reasonably needed by the Buyer to complete the transition to an alternate supplier(s), including by providing a sufficient bank of Goods in order to prevent any interruptions in the Buyer's supply of the goods to Buyer's customers; (b) to the extent consistent with the Supplier's reasonable capacity constraints, providing overtime production, storage and/or management of extra inventory, extraordinary packaging and transportation and other special services at prices and subject to other terms as reasonably agreed upon by the parties (but in no event at prices greater than necessary to cover the Supplier's actual incremental costs of any production or services in excess of those required by the Purchase Order); (c) selling to the Buyer, at the Supplier's cost, any or all inventory

and/or work-in-process relating to the Purchase Order; and (d) upon the Buyer's request and no cost to the Buyer (i) promptly providing all requested information and documentation regarding the Goods and the Supplier's manufacturing process, including PFMEA analyses, control plans, work instructions, bill-of-material data, tooling and process detail, samples of the Goods and components, and supplier contacts; (ii) allowing the Buyer to conduct on-site inspections of the Supplier's operations; (iii) assigning to the Buyer any or all supply contracts or orders for raw material or components necessary for the manufacture or supply of the Goods under the Purchase Order; and (iv) providing all notices necessary or desirable for the Buyer to resource the manufacture and supply of the Goods to an alternate supplier(s) (which may include the Buyer). The Supplier hereby grants, and agrees to grant, to the Buyer, its affiliates, agents and subcontractors an irrevocable, non-exclusive, worldwide license to use any intellectual property that is used in the manufacture of the Goods to make, have made, use and sell the Goods. This license may be exercised only upon the transfer of the supply of the Goods from the Supplier to another supplier or to the Buyer and will be subject to the Buyer's payment of a reasonable royalty with respect to any of the Supplier's patented intellectual property that is used in the manufacture of the Goods unless the transfer of supply occurs as a result of the Buyer's termination of all or a portion of the Purchase Order under Sections 19(a) or 19(d) or Supplier's breach, in which case the license will be royalty free. Upon the Buyer's request, the Supplier agrees to provide all documents necessary for the Buyer's use of such intellectual property.

22(c) If Supplier does not release or deliver Buyer's Property or other property of Buyer or its customers in accordance with this Section, Buyer may at Supplier's cost (1) obtain an immediate court order for possession, and (2) enter Supplier's premises, with or without legal process, and take immediate possession of Buyer's Property and the other property. To the extent permitted by law, Supplier waives any right to object to Buyer's repossession of Buyer's Property and the other property in a bankruptcy or other proceedings.

SECTION 23
AUDIT RIGHTS AND FINANCIAL INFORMATION

23(a) Supplier Records and Facilities. For at least 7 years after Supplier completes its last delivery of Products or Services (including service Products), Supplier will maintain records as necessary to support amounts charged to Buyer under the Contract. If requested by the Buyer and at the Buyer's expense, the Supplier will permit the Buyer or its authorized representatives to:

(i) Examine all pertinent documents, data and other information relating to the Goods, Tooling, the Supplier's obligations under the Purchase Order, any payment made to the Supplier or any claim made by the Supplier;

(ii) View any facility or process relating to the Goods or the Purchase Order, including those relating to production quality; compliance with federal, state or local laws, regulations, ordinances or administrative orders; and cybersecurity systems, including Buyer's Supplier AI & Cybersecurity Standard available at Buyer's website (www.ghsp.com/supplier-resources/); and

(iii) Audit any facility, process or condition of Tooling to determine compliance with the requirements of the Purchase Order, including but not limited to those under Sections 10, 12, 16, 24 and Section 29 of these Terms; and

(iv) Supplier's records of transactions completed prior to the audit date, to the extent needed to verify the quantities shipped and that the prices charged match the Purchase Order prices.

Any examination or audit under this Section 23 will be conducted during normal business hours and upon advance Written Notice to the Supplier. Supplier will have ten (10) days from the date Buyer notifies Supplier of Buyer's intention to audit Supplier to provide the requested access and copies of requested documentation, including the documentation required to be maintained by Supplier under Section 24, for Buyer's exclusive use and records. Any information submitted following such ten (10) day period will not be considered by Buyer. Any audit will be conducted at Buyer's expense but will be reimbursed by Supplier if the audit uncovers material errors in the amounts charged. Supplier is subject to penalties for failing to maintain any required records and that are necessary for a complete and effective audit by Buyer. Supplier may be required to submit a corrective action plan to address any deficiencies from Buyer's examination or audit, which deficiencies will be provided to Supplier in writing within thirty (30) days from the date of Buyer's examination or audit. Buyer's failure to provide its findings within thirty (30) days will not relieve Supplier of its obligations to prepare and submit a corrective action plan.

23(b) Subcontractor Records and Facilities. If requested by the Buyer, the Supplier will use its best efforts to permit the Buyer to obtain from the subcontractors of, and vendors to, the Supplier the information and permission to conduct the reviews specified in Section 23(a), regardless of any other right the Buyer may have to that information or facilities.

SECTION 24
TOOL, EQUIPMENT AND OTHER PROPERTY OF THE BUYER

24(a) General Application. This Section 24 governs Tooling, Returnable Containers and Other Bailed Property owned by the Buyer (defined for the purposes of this Section 24 to include its Related Companies). The term Tooling means all prototype and production tools; dies; fixtures; jigs; gauges; molds; patterns; supplies; materials; other equipment and property used by Supplier to manufacture, store and transport the Goods; and related software purchased by the Buyer under Production Tool Orders (defined for the purposes of this

Section 24 to include Prototype Tool Orders). Tooling includes all accessions, appurtenances, modifications, repairs, refurbishments, and replacements to the Tooling and any related drawings, including CAD data. Returnable Containers consist of returnable racks, bins, and other containers that are owned by the Buyer. Other Bailed Property consists of equipment, materials or other items owned by the Buyer that are placed in the possession or control of the Supplier for its use in connection with the Goods. The provisions in this Section 24 that apply to Tooling will apply equally to Returnable Containers and Other Bailed Property.

24(b) Production Tool Order. If the Buyer issues a Production Tool Order in connection with the Production Purchase Order, the Supplier will design and fabricate, rework, or acquire, and in all cases install Tooling that fully conforms to the specifications and other requirements of the Production Tool Order. The Tooling may not contain or be marked in any manner with the name of any person or entity other than the Buyer.

24(c) Tooling Capacity. The Tooling must be capable of producing the Volume Projections for the Goods during the life of the part.

24(d) Completion and Payment. The Supplier, at its own expense, will manufacture the requisite number of sample Goods using the Tooling in order to successfully complete the Buyer's Production Part Approval Process (PPAP) and submit the Part Submission Warrant (PSW). The Tooling will be completed when the necessary samples have been submitted and approved by the Buyer. The Supplier has no claim for payment until the Tooling is completed and the Part Submission Warrant and any other necessary documentation have been submitted.

24(e) Status Reports. The Buyer, at any time, may ask the Supplier to provide status reports on the construction or acquisition of the Tooling. Each status report will identify the Tooling, identify any subcontractors working on the Tooling, state the percentage of completion of the Tooling, and state the percentage of sunk costs already expended.

24(f) Notice of Potential Delay in Completion. If, at any time, the Supplier believes that the Tooling might not be completed by the completion date specified on the Production Tool Order, the Supplier will notify the Buyer by Written Notice as soon as practicable. Sending this notice will not relieve the Supplier of either its obligation to complete the Tooling on the completion date or its liability for any additional costs incurred by the Supplier or the Buyer as a result of any delay, unless the Buyer agrees otherwise in a Written Notice.

24(g) Supplier Warranty. The Supplier warranty for Tooling is the same as for Goods under Section 16.

24(h) Ownership of Tooling. The Buyer becomes the sole owner of all Tooling as soon as it is fabricated or acquired by the Supplier. The Buyer takes title to the Tooling even if the Supplier has not yet been paid for the Tooling. Ownership by the Buyer will not relieve the

Buyer of its obligation to pay for the Tooling nor affect any claim of the Supplier for payment under a Production Tool Order.

24(i) Possession and Control. Tooling is in the possession or control of the Supplier as a bailment from the Buyer. The Supplier acknowledges that it is a bailee-at-will of the Tooling.

24(j) Toolmakers. If all or part of the fabrication, modification, repair or refurbishment of the Tooling will be subcontracted to a third-party toolmaker, the Supplier will: (i) inform the Buyer in advance in a Written Notice of the identity of the toolmaker and the location of the Tooling; (ii) inform the toolmaker in writing that it is a bailee-at-will, through the Supplier, of Tooling owned by the Buyer; and (iii) be solely responsible for payments to the toolmaker.

24(k) Subcontractors. If the Supplier intends to subcontract all or part of the manufacture of the Goods to a third-party subcontractor and to locate Tooling on the subcontractor's premises, the Supplier will; (i) inform the Buyer in advance in a Written Notice of the identity of the subcontractor and the location of the Tooling; (ii) obtain the written permission of the Buyer in advance of the Supplier's doing so; (iii) inform the subcontractor in writing that it is a bailee-at-will, through the Supplier, of Tooling owned by the Buyer; and (iv) be solely responsible for payments to the subcontractor.

24(l) No Rights or Liens. The Supplier has no property or other rights in the Tooling. The Supplier has no power to transfer any rights or grant a security interest in the Tooling to a third party. The Supplier waives: (i) any lien that it might have or otherwise be able to assert against the Tooling for work done on the Tooling or otherwise, and (ii) any objection to the Buyer's repossession and removal of the Tooling for any or no reason, including bankruptcy or insolvency proceedings.

24(m) Third-Party Claims. The Supplier will defend and indemnify the Buyer for all costs incurred (including actual fees for attorneys, consultants and experts) in connection with any Adverse Claim. An Adverse Claim is one that challenges the Buyer's sole right, title and interest in the Tooling, or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions.

24(n) Presumption of Buyer Ownership. In any dispute involving ownership of the Tooling, there is a rebuttable presumption that the Buyer is the sole owner of the Tooling. As a precaution against any Adverse Claim, the Supplier grants the Buyer a security interest in any alleged right, title, or interest to the Tooling to secure the Supplier's obligations under the Production Tool Order. The Supplier authorizes the Buyer (at the Buyer's sole option) to file financing statements showing the Supplier as the Debtor/Bailee and the Buyer as the Secured Party/Bailor. If requested by the Buyer, the Supplier will assign to the Buyer any present or future claim the Supplier may have against any third party (including toolmakers) concerning the Tooling.

24(o) Tool Order Purchase Price. Unless a Production Tool Order is issued on a fixed-price basis, the price of the Tooling will not exceed the lower of (a) the maximum amount reimbursable specified on the Production Tool Order, (b) the Supplier's actual costs of acquiring the Tooling from a toolmaker without markup; or (c) the Supplier's actual costs of fabrication of the Tooling in accordance with the Buyer's guidelines provided to the Supplier.

24(p) Payments for Tooling Held in Trust. Payments made by the Buyer for the Tooling are expressly intended by the Buyer to be held in express trust for the benefit of any toolmaker used by the Supplier to produce the Tooling. The Supplier will hold these payments as trustee in express trust for the toolmaker. The Supplier acknowledges that the toolmaker is an intended third-party beneficiary of the terms of this Section 24(p) and that it has the right to enforce these terms directly against the Supplier. The Buyer has no obligation to the Supplier or toolmaker under this Section 24(p) other than payment to the Supplier under the Production Tool Order. If a toolmaker brings an action against the Supplier for payment of the Tooling, the Supplier will not join the Buyer in the action, and the Supplier will indemnify the Buyer under Section 24(m).

24(q) Restrictions on the Use of Tooling. The Supplier has the obligation to use the Tooling solely in the production of the Goods. The Supplier will not use the Tooling for any purpose other than as provided under these Terms, including the production, manufacture, sale or design of after-market parts, unless specifically authorized in a Written Notice by the Buyer or as may be required to comply with a Government Requirement.

24(r) Supplier Obligations. The Supplier will at its expense:

(i) Maintain and make available for inspection and verification at any time by GHSP current registers or logs of all Tooling, including photograph records and maintenance logs of the Tooling. On an annual basis, the Supplier shall provide a log of all Tooling and the condition of the Tooling, in Supplier's possession.

(ii) Maintain the Tooling, including its repair or replacement, in the condition necessary to produce the Goods in accordance with the terms of the Production Purchase Order and be responsible for all wear and tear, excluding normal wear and tear for Returnable Containers and Other Bailed Property,

(iii) Maintain tooling to supply spare parts for 15 years after serial production/ramp down and perform maintenance on a regular basis during that cycle.

(iv) Properly house the Tooling, Returnable Containers and Other Bailed Property and insure them with full fire and extended coverage against loss or damage, even if it occurs despite Supplier's exercise of due care. All replacement parts, additions, improvements, and accessories to the Tooling, Returnable Containers and Other Bailed Property will become property of the Buyer;

(v) Prominently mark the Tooling as the property of the Buyer and with the part number; and

(vi) Refrain from commingling the Tooling, Returnable Containers, and Other Bailed Property with property owned by the Supplier or a third party.

24(s) Relocation of Tooling. The Supplier must obtain the Buyer's prior consent in a Written Notice before moving the Tooling to another location of the Supplier or a third party. Prior consent will not, however, be required in the following situations: (i) the Supplier, its toolmakers and subcontractors may relocate the Tooling in an emergency, and the Supplier will promptly notify the Buyer in a Written Notice of the new location, and (ii) the Supplier, its toolmakers and subcontractors may also relocate the Tooling without prior notice for not more than 2 business days for the sole purpose of cleaning and performing routine maintenance unless the Buyer has previously notified the Supplier it may not do so.

24(t) Return of Tooling. If the Buyer requests, the Supplier will return the Tooling, Returnable Containers, or Other Bailed Property to the Buyer at the Supplier's plant or other location specified by the Buyer. The Supplier is responsible for labor and other costs of dismounting, dismantling, and staging the Tooling for removal. The Supplier will cooperate with the Buyer in removing the Tooling from the location of the Supplier or subcontractor. Any payments owed to Supplier under the Purchase Order or this Section will not be issued to Supplier until all Tooling, Returnable Containers, or Other Bailed Property is returned.

24(u) Disposition of Tooling. The Supplier may send a Written Notice requesting the Buyer to either accept the return of the Tooling or permit its disposal by the Supplier in accordance with terms to be negotiated in good faith in the following circumstances:

(i) The Supplier continues to provide Service Parts or Component Parts, but there have not been any Releases for the Service Parts or Component Parts for at least two years; or

(ii) The Supplier elects to discontinue the supply of Service Parts or Component Parts, and the Buyer fails to instruct the Supplier about the disposition of the Tooling.

24(v) Technical Information Relating to Tooling. In the event the Supplier fails to comply with any of the requirements of the Purchase Order, and the Buyer determines that it is necessary to either take possession of the Tooling or have it relocated, the Supplier will provide the Buyer or its Related Companies with any Technical information for the Tooling requested by the Buyer or any of its Related Companies that is required for the relocation, installation, assembly, maintenance, or use of the Tooling.

24(w) Risk of Loss and Replacement Obligation Relating to Tooling. Notwithstanding Buyer's ownership of the Tooling, Supplier shall bear the full risk of loss, theft, damage or deterioration of the Tooling from any cause whatsoever while in Supplier's or its subcontractors' possession or control. In such circumstances, Supplier shall, at its sole cost and expense, promptly repair or replace any Tooling that is lost, damaged, or rendered unsuitable for production, to ensure continuous supply of Goods without interruption and in full compliance with the requirements of the Contract. Supplier's obligations under this

Section shall apply regardless of whether such loss or damage is covered by insurance and shall not limit or be limited by any insurance proceeds.

SECTION 25
RESOLVING DISPUTES

25(a) Negotiation. In the event of a dispute between the parties relating to the Purchase Order, the one raising the matter in dispute will notify the other in a Written Notice describing in sufficient detail the nature of the dispute. Each party will then appoint one or more representatives to resolve the dispute. These representatives will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of 60 days, if no settlement has been reached, either party may end discussions and declare an impasse and may thereafter proceed to mediation, arbitration or litigation but only as described below.

25(b) Mediation. If an impasse is declared under Section 25(a), the parties will participate in non-binding mediation by a third-party mediator in good faith provided neither party claims it will suffer irreparable harm in the absence of emergency judicial relief. The parties will negotiate in good faith to reach agreement on the mediator and the cost of the mediator will be shared equally. The mediator has 90 days from the date of appointment to help resolve the dispute.

25(c) Litigation. If the dispute has not been resolved at the end of the mediation period specified in Section 25(b), or if either party claims it will suffer irreparable harm in the absence of emergency judicial relief before then, litigation may be initiated in accordance with Section 25(d).

25(d) Governing Law and Jurisdiction.

1. U.S. Contracts. If: (a) the Purchase Order is issued by a Buyer company incorporated or organized in the United States of America or its territories or by the Buyer from a location within the United States of America or its territories, (b) the Purchase Order is issued, in whole or part, for Goods to be shipped to a location within the United States of America or its territories (as shown by the ship to or receiving address of the Buyer), or (c) the Supplier's applicable shipping location is within the United States of America or its territories, then the Purchase Order is to be construed according to the laws of the United States of America and the State of Michigan, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that require application of any other law. Each party hereby agrees that the forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, such Purchase Order will lie in the appropriate federal or state courts in the State of Michigan and specifically waives any and all objections to such jurisdiction and venue.

2. Non-U.S. Contracts. In all cases not covered by Section 1 of this Section 25(d) above and unless otherwise provided in the Purchase Order: (a) the Purchase Order is to be construed according to the laws of the country (and state or province, if applicable) where the Buyer is incorporated or organized, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law; (b) any legal or equitable action or proceedings by the Buyer against the Supplier arising out of, or in connection with, such Purchase Order may be brought by the Buyer in any court(s) having jurisdiction over the Supplier or, at the Buyer's sole option, in any court(s): (i) having jurisdiction over the Buyer's receiving location (as shown by the ship to or receiving address of the Buyer), or (ii) in the jurisdiction where the Buyer is incorporated or organized; in which event the Supplier consents to each such jurisdiction and venue, including service of process in accordance with applicable procedures; and (c) any legal or equitable actions or proceedings by the Supplier against the Buyer arising out of, or in connection with, such Purchase Order may be brought by the Supplier only in the court(s) having jurisdiction over the Buyer's receiving location. Any legal or equitable action or proceeding brought under this paragraph shall be conducted exclusively in English.

3. Arbitration. At the Buyer's or the Supplier's option, any dispute or other disagreement arising or in connection with a Purchase Order may be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, or such other rules as may be mutually agreed by the parties. The arbitration will be conducted by one arbitrator mutually agreed by the parties. The arbitration proceeding will take place in the jurisdiction determined under Sections 1 and 2 of this Section 25(d) above, as applicable. Any arbitration proceeding brought under this paragraph shall be conducted exclusively in English.

25(e) Effect on Buyer's Rights. The dispute resolution processes specified in this Section 25 are not preconditions to the exercise by the Buyer of any of its rights or remedies under the Purchase Order or applicable law, including its rights under Section 7 or Section 17. The Buyer's exercise of its rights will not, however, affect either party's obligations to comply with the requirements of this Section 25.

25(f) Continuity of Supply Pending Resolution of Dispute. The Supplier acknowledges that the Buyer is depending upon the Supplier's performance under the Purchase Order in order for the Buyer to meet its obligations to its customers. Accordingly, the Supplier will ensure an uninterrupted supply of Goods to the Buyer in accordance with the terms of the Purchase Order and may not suspend its performance under the Purchase Order or terminate all or any part of the Purchase Order for any reason without the written consent of an authorized representative of the Buyer. In the event of any dispute between the Supplier and the Buyer arising out of, or in connection with, the Purchase Order, the Buyer and the Supplier will work to resolve the dispute in good faith; provided, however, that notwithstanding any

dispute with the Buyer, the Supplier will provide Buyer with an uninterrupted supply of Goods in accordance with the terms of the Purchase Order.

SECTION 26
ASSIGNMENT AND SUBCONTRACTING

26(a) Assignment and Subcontracting. Under no circumstances may Supplier transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Purchase Order (including, without limitation, any right of payment), whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without Buyer's prior written consent. Under no circumstances may Supplier subcontract, transfer, assign or delegate, in whole or in part, whether directly or indirectly, critical processes[1], including without limitation, PPAP, DVP&R, PFMEA, and DFMEA, process control plans, root cause analysis, or 8D analysis, without Buyer's prior written consent. Unless otherwise stated in the consent, any assignment or subcontracting by Supplier, with or without Buyer's consent, will not relieve Supplier of its duties or obligations under the Purchase Order or its responsibility for non-performance, breach or default by its assignee or subcontractor.

SECTION 27
WRITTEN NOTICES

27(a) Use of Written Notice. A Written Notice is used by the Buyer to provide a required notice or instructions to the Supplier, or to authorize an exception, deviation or waiver of a preexisting obligation or requirement under the Purchase Order. A Written Notice is also used by the Supplier to provide any notice to the Buyer that is required to be in writing. In the case of the Buyer, any Written Notice is valid only if signed by a representative of the Buyer's purchasing activity. A Written Notice may be signed manually or electronically.

27(b) How Provided. A Written Notice may be provided by:

(i) first class mail;

(ii) courier service;

(iii) fax;

(iv) standard e-mail with read receipt; or

(v) the Buyer's electronic system for communications with its suppliers.

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[1]Critical Processes are those manufacturing or development steps that directly affect a vehicle's safety, regulatory compliance, or primary performance, that if performed inadequately can lead to severe bodily injury, costly recalls, or production delays. *See* GHSP Supplier Manual, including Section 3.2 (Product Safety and Liability) and Section 6.7 (Serial Production), available at ghsp.com under the Supplier Resources tab.

A Written Notice using method (i) or (ii) is effective as of the date of delivery, and using method (iii), (iv), or (v) is effective as of the date of transmission. Notwithstanding the foregoing, Supplier will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Contract, or as stated in Supplier's Standards Manual, including requirements for electronic funds transfer, purchase order transmission, or electronic signature.

SECTION 28
EXCUSABLE DELAY

28(a) Excusable Events. Neither the Buyer nor the Supplier will be liable for a delay or failure to perform directly due to an Excusable Event. An "Excusable Event" is a cause or event beyond the reasonable control of a party that is not attributable to its fault or negligence. Excusable Events include fire, flood, earthquake, and other extreme natural events, acts of God, riots, civil disorders, acts of government, pandemics, epidemics, geopolitical trade restrictions and sanctions, cyber-attacks, and war or acts of terrorism whether or not declared as such by a Government. In every case, the failure to perform must be beyond the reasonable control, and not attributable to the fault or negligence, of the party claiming the Excusable Event. Excusable Events also include delays or nonperformance of a subcontractor, agent or supplier of a party only if and only to the extent that the cause or event would be an Excusable Event as defined in this Section 28. Excusable Events do not include the failure to comply with applicable law or to take actions reasonably necessary to schedule performance in anticipation of any customs, export-import, or other Government Requirement of which public notice has been given.

28(b) Notice of Excusable Event. The party claiming an Excusable Event will provide the other party with Written Notice of its occurrence and its termination as soon as practicable after becoming aware that it has occurred or is reasonably likely to occur, followed by prompt notices of any material changes in the facts relative to its ability to perform and/or the anticipated duration of the non-performance. Supplier and Buyer will share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the effects of the potential or actual excused nonperformance.

28(c) Work-In-Process. In the event of an Excusable Event, the Buyer, at its option, may acquire possession of all finished Goods, work-in-process, and raw materials produced or acquired for the work under the Purchase Order.

28(d) Right to Substitute and Reduce Quantity. If Seller is unable to perform for an Excusable Event, the Buyer may do one or more of the following: (i) reserve the right to acquire the Goods from other sources and reduce its purchases from Supplier accordingly without liability to Supplier for the duration of the Excusable Event and for a reasonable time afterwards to minimize production disruptions until the Supplier's facilities are producing the Goods in the quantities required by the Purchase Order or Releases and to reduce

accordingly any quantity of Goods ordered under an outstanding Release; (ii) require Supplier to provide the Goods or Services from other sources in quantities and at times requested by Buyer at the price set forth in the Purchase Order at Supplier's expense; or (iii) require Supplier to deliver to Buyer, at Supplier's expense all finished goods, work in process, and parts and materials produced or acquired for work under a Purchase Order.

28(e) Right to Terminate. The Buyer may terminate a Purchase Order, in whole or in part, upon written Notice to the Supplier if an Excusable Event has occurred resulting in a failure or delay to perform that has lasted for more than three (3) consecutive months after the date the Written Notice from the party claiming an Excusable Event is effective (as described in Section 28(b)).

SECTION 29
COMPLIANCE WITH LAWS

29(a) Supplier, and any goods supplied by Supplier, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Goods, including laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. Buyer's Purchase Orders incorporate by reference all clauses required by these laws, including without limitation GDPR, UFLPA, CTPAT, REACH/RoHS/ELV, ESG laws.

29(b) All materials used by Supplier in the goods or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination.

29(c) Supplier and its employees and contractors will abide by the Buyer's Ethics Policy as stated in section 2 of the GHSP Sustainability Guidelines (available at ghsp.com under the Supplier Resources tab) or Supplier's own equivalent ethics policy.

29(d) Supplier agrees that all components obtained by Supplier for GHSP Products will be obtained from sources located in known conflict free zones, and to provide all information requested by GHSP relating to the source of such components. Seller will comply with all provisions of the Dodd-Frank Act, including its conflict minerals provision.

29(e) Where applicable, Supplier shall provide certifications of Supplier's compliance with the laws set forth in this Section 29.

SECTION 30
MISCELLANEOUS

30(a) Advertising. During and after the term of the Contract, Supplier will not advertise or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

30(b) Audit Rights. For at least 7 years after Supplier completes its last delivery of the Goods or Services (including service Products), Suppler will maintain records as necessary to support amounts charged to Buyer under the Contract. Buyer and its representatives may audit Supplier's records of transactions completed prior to the audit date, to the extent needed to verify the quantities shipped and that the prices charged match the Contract prices. Any audit will be conducted at Buyer's expense (but will be reimbursed by Supplier if the audit uncovers material errors in the amounts charged), at reasonable times, and at Supplier's usual place of business.

30(c) Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. No waiver of any provisions of the Purchase Order and no consent to any default under the Purchase Order shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of the Purchase Order shall be construed as a waiver of such term, right or condition. Waiver of any default by the Buyer shall not be deemed a waiver of any other default.

30(d) Severability. Any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.

30(e) Entire Agreement. The Purchase Order (which includes these Terms and Conditions) constitutes the entire agreement by and between the parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreements by and between Supplier and GHSP with respect to such subject matter. The Purchase Order may be modified only by a written addendum signed by authorized signatories of both parties.

(i) All purchase orders and purchase order revisions and amendments will be governed by these Terms (as they may be revised from time to time) that are posted on Buyer's website at: ghsp.com (link is in Supplier Manual), as of the date of any performance by Supplier pursuant to any Contract, purchase order, purchase order revision, or amendment. Supplier acknowledges that these Terms may be revised after issuance of a purchase order or Contract

and that, once posted, will become retroactively applicable to such Contract or purchase order as of the date of issuance of such purchase order.

(ii) Buyer's website may also contain specific additional requirements for certain items covered by the Purchase Order, including labeling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements will be deemed to form part of the Contract. Buyer may periodically update such requirements by posting revisions thereto on Buyer's website. In the event of any inconsistency between the Contract and Buyer's website, the terms of the Contract will prevail, unless the requirements specified on Buyer's website expressly provide otherwise and with the exception of changes to the Terms as provided in this Section 30(e).

30(f) Construction. The headings and numbering of sections used herein are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of these Terms, the Purchase Order or the particular section to which they relate. These Terms and the Purchase Order shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.