
MAHLE NORTH AMERICA NON-PRODUCTION PURCHASING
GENERAL TERMS AND CONDITIONS
EFFECTIVE DATE: JANUARY 1, 2018

NON-PRODUCTION PURCHASING
GENERAL TERMS AND CONDITIONS INDEX

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NON-PRODUCTION PURCHASING GENERAL TERMS AND CONDITIONS

1 Agreement

Seller agrees to sell and deliver the Goods or Services specified in MAHLE's order (the "Order") in ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THE ORDER, THESE NON-PRODUCTION PURCHASING GENERAL TERMS AND CONDITIONS, AND ANY DOCUMENTS REFERENCED IN THE ORDER SIGNED BY BOTH PARTIES, all of which constitute the entire and final agreement of the parties and cancel and supersede any prior or contemporaneous negotiation or agreements. MAHLE'S ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THE ORDER AND MAHLE REJECTS ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER'S FORMS OR OTHERWISE PRESENTED BY SELLER, UNLESS MAHLE EXPRESSLY AGREES TO THE TERMS IN WRITING. "Seller" and "MAHLE" mean those companies identified on the Order. "Order" means a purchase order or other similar document or electronic communication, including all exhibits and additions to such document or electronic communication, transmitted to Seller via MAHLE's Electronic Data Interchange System or that MAHLE provides to Seller in a paper format. These Non-Production Purchasing General Terms and Conditions are an integral part of the Order and will be hereinafter referred to as the Order.

2 Acceptance, Prices and Payment Terms

2.1 Acceptance – Absent a written contractual agreement, the Order constitutes MAHLE's offer to Seller and is not binding on MAHLE until Seller accepts the Order. Seller accepts the Order by executing the Order, delivering the Goods, rendering the Services, commencing work on Goods the Seller is specifically manufacturing for MAHLE pursuant to the Order, or any other action that would indicate acceptance.

2.2 Order – The Order lists the goods and/or services that Seller will provide to MAHLE (the "Goods" and "Services"). The Order shall remain in effect for the term specified therein (or until MAHLE terminates the Order if the Order does not specify a term) unless MAHLE or Seller terminate the Order earlier in accordance with the terms provided herein.

2.3 Price – The prices for the Goods and/or Services are the prices that MAHLE states in the Order. The Parties shall mutually agree on the prices of any Goods and/or Services that MAHLE adds to the Order. Seller represents and warrants that the prices shown in the Order are complete and inclusive of all charges and fees, including packaging, packing, and all applicable taxes, duties and surcharges and that MAHLE must provide express written consent before Seller may add any other charges of any type.

2.4 Invoices – Seller shall promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information that MAHLE reasonably requires after Seller delivers the Goods and/or Services. MAHLE may withhold payment until MAHLE has received and verified a correct and complete invoice or other required information. Payment terms shall be at least sixty (60) days following MAHLE's receipt of the Goods and/or Services at MAHLE's designated facility.

Unless otherwise agreed, Seller shall accept payment by check or other cash equivalent, including electronic funds transfer.

2.5 Currency – MAHLE shall pay Seller in United States dollars unless MAHLE specifies another currency in the Order.

2.6 Set-Off – MAHLE may at any time and with reasonable notice deduct or set-off Seller's claims for money due or to become due from MAHLE against any claims that MAHLE has or may have arising out of this or any other transaction between MAHLE and Seller.

3 Delivery

Time and quantities are of the essence. Seller must make delivery of the Goods and/or Services at the location and within the time that MAHLE specifies in the Order. If Seller fails to make deliveries or perform Services at the agreed time, Seller will pay all costs that the Parties incur to meet the specified delivery schedule, including all of MAHLE's damages. Seller must inform MAHLE immediately if Seller experiences difficulties procuring materials or manufacturing Goods in a way that could prevent Seller from supplying the Goods or performing the Services within the stipulated period. If MAHLE does not state a delivery date in the Order, MAHLE may request a delivery date at any time. MAHLE may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Goods or Services. MAHLE is not obligated and may refuse to accept early deliveries, late deliveries, partial deliveries, or excess deliveries.

4 Packing, Marking and Shipment

4.1 Shipping Specifications – When applicable, Seller will pack and mark Goods in accordance with MAHLE's instructions and the country of destination, secure the lowest transportation rates, meet carrier requirements and assure delivery free of damage and deterioration. Seller is responsible for the Goods until delivery according to the delivery terms on the Order. The prices MAHLE states on the Order include all charges and expenses for containers, packing and crating, and transportation. All containers, packing and crating materials will become the property of MAHLE on delivery. MAHLE may specify the carrier and/or method of transportation and Seller will process shipping documents and route shipment of the Goods according to the delivery terms on the Order. A packing slip must accompany each such shipment. If a shipment is to a consignee or agent of MAHLE, Seller must forward a copy of the packing slip concurrently to MAHLE. If Seller does not send the packing slip, the Parties agree that the count or weight by MAHLE or its agent or consignee is final and binding on Seller with respect to such shipment. Unless MAHLE otherwise designates on the Order, Incoterms 2010 shall apply to all shipments. Unless otherwise stated on the Order, Seller shall ship goods Delivery Duty Paid MAHLE's designated facility. If Seller has not made Goods ready for delivery in time to meet MAHLE's delivery schedules, Seller shall be responsible for additional costs of any resulting expedited or other special transportation. Shipping documents shall not state or display pricing information or any of MAHLE's confidential or proprietary information. If MAHLE provides no packing requirements, Seller shall pack the goods in accordance with the applicable industry standards and requirements.

4.2 Shipping Documentation – Seller will (i) provide MAHLE a shipping document with each shipment showing the Order number, number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (ii) promptly

forward the original bill of lading or other shipment receipt for each shipment according to MAHLE's instructions and carrier requirements.

4.3 Hazardous Material – Seller shall immediately notify MAHLE in writing when Seller becomes aware of any hazardous or restricted material that is an ingredient or part of the Goods, as well as any component, design, or defect in the Goods that is or may become harmful to persons or property. If possible, Seller will include appropriate labels on all products, containers, and packing notifying MAHLE of any hazardous material, including without limitation disposal and recycling instructions, Material Safety Data Sheets (“MSDS”) or the local equivalent, and certificates of analysis. Seller must advise carriers and MAHLE regarding how to take appropriate measures while handling, transporting, processing, using, or disposing of the Goods, containers, and packing. The Location Environmental Management Representative designee must receive all MSDS for review and record retention. Furthermore, Seller agrees to comply with all applicable national, state, provincial, and local laws and regulations pertaining to product content and warning labels, including without limitation the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC.

4.4 Noncompliance – Seller shall reimburse MAHLE for any liabilities, expenses and costs that MAHLE incurs as a result of improper packing, marking, routing, or shipping or any other noncompliance with the requirements of this Section.

5 Inspections and Rejections

5.1 Goods – In order for MAHLE to verify Seller's compliance with this Order, MAHLE may inspect and evaluate all Goods (including all tooling and material used in their manufacture), at times and places designated by MAHLE. Seller will perform its inspections as designated by MAHLE and Seller will make inspections systems, procedures and records available to MAHLE upon request. Notwithstanding payment or any prior inspection, MAHLE may reject, require Seller to correct, or return to the Seller (all at Seller's expense and risk of loss) any shipments that do not conform to the agreed requirements.

5.2 Services – If the Services do not meet MAHLE's requested specifications, MAHLE shall have the right, in addition to any other right or remedy that it may have, to demand that Seller correct the services that MAHLE determined were unsatisfactory or that MAHLE rejected. MAHLE reserves the right, even after having paid for the Services, to file a claim against Seller regarding any of the Services that MAHLE considers unsatisfactory or defective or failing to meet any of the specifications set forth in this Order.

5.3 Remedies – Without limiting its remedies, after notice to Seller, MAHLE may either (i) replace or correct any nonconforming Goods or Services and charge Seller the cost of such replacement or correction, (ii) terminate, cancel or rescind the Order for default pursuant to Section 13 (Termination with Cause), (iii) require Seller, at MAHLE's option and at Seller's expense (including applicable shipping, administrative and labor costs), to either repair or replace the non-conforming Goods, or (iv) require Seller to re-perform the Services, without charge, until Seller's Services meet the agreed specifications.

5.4 Payments – MAHLE may withhold any payments related to Goods or Services subject to a dispute until resolution of such dispute.

6 Warranty

6.1 Goods – Seller warrants that the Goods (i) will be fit and sufficient for MAHLE’s purpose and conform to and comply with all specifications, standards, drawings, descriptions or samples and performance requirements that MAHLE furnished to or specified with Seller, (ii) will be merchantable, (iii) will be free from defects in design (even if MAHLE approved the design), material and workmanship, (iv) do not infringe or contribute to the infringement of any U.S. and/or any other foreign patent or patent right or other third party proprietary right (including any patent, trademark, copyright, moral, industrial design rights or other proprietary right or trade secret) (“IP Rights”), and (v) conform to all other applicable laws, orders, regulations and standards in countries where Seller manufactures or sells the Goods or where third parties manufacture or sell other products incorporating the Goods. Seller warrants that all personnel allocated to manufacture the Goods shall be duly qualified according to the nature of the Goods and according to the specifications agreed herein. Seller further warrants that on delivery MAHLE will receive good title to the Goods, free and clear of all liens, encumbrances, and rights of third parties.

6.2 Services – Seller warrants that it has expertise in the Services it is providing to MAHLE. Seller warrants that it will perform the Services in a professional manner using individuals of legal age who are well qualified to perform such work and agrees to provide MAHLE, on request, with any information affirming these qualifications. Seller warrants that it will provide good working conditions for the individuals performing the Services. Seller warrants that it will perform all Services in a good, timely and workmanlike manner acceptable to MAHLE.

6.3 Survival of Warranties – The warranties provided in Sections 6.1 and 6.2 are in addition to any other Seller warranties or any warranties implied by law and will survive MAHLE’s acceptance and payment.

6.4 Notice of Harmful Material – In accordance with and in addition to Section 4.3 (Hazardous Material), Seller warrants that it shall immediately notify MAHLE in writing of any ingredient, component, design or defect in the Goods that is or may become harmful to persons or property.

6.5 Notice of Breach – Seller accepts as notice of warranty breach any communication from MAHLE: (1) specifying a defect, default, claim of defect or other problem or quality issue of the Goods that Seller provided MAHLE; and (2) to Seller stating that the Goods are in breach of any warranty or that Seller is in default.

6.6 Defense – To mitigate its damages, MAHLE may fully defend any claim from another party that any Goods supplied by Seller are defective, in breach of warranty, or otherwise do not meet applicable legal or contractual requirements because such other party may attempt to hold MAHLE responsible for problems caused in whole or in part by Seller. Seller and MAHLE agree that such defense is in the interest of both Seller and MAHLE. Seller waives the right to argue that such defense limits MAHLE’s right to assert a claim against Seller for breach of warranty, contribution, indemnification or other claim arising from or related to the subject matter of any of the foregoing.

7 Indemnification

7.1 General Indemnification – Seller will defend, indemnify, and hold MAHLE harmless against all claims or demands, liabilities, losses, damages, costs and settlement expenses, including attorney's fees, that MAHLE incurs in connection with Seller's performance of the Order.

7.2 Employees – Seller shall indemnify, defend, and hold MAHLE and its parent company, affiliates, and subsidiaries and their respective officers, directors, shareholders, employees, agents, and legal representatives (collectively, the "Indemnitees") harmless from and against any claims, liabilities, causes of action, proceedings, civil actions, costs, fines, losses, penalties, or expenses (including, but not limited to, attorneys' fees and litigation costs) (each a "Claim," and, collectively, "Claims") arising from or in connection with any acts or omissions of Seller's employees, agents, or subcontractors, or any labor action or other legal matter or claim for which Seller has assumed responsibility pursuant to this Order as an employer. Seller totally assumes its position as the employer of the personnel it hires, retains, or assigns to render Services and/or to sell, manufacture, or install Goods.

7.3 IP Infringement – Seller agrees: (i) to defend, hold harmless and indemnify MAHLE, its affiliates and successors against any and all suits, actions, or proceedings that a third party may bring against MAHLE or any of its associated companies for actual or alleged direct or contributory infringement or inducement to infringe any IP Right and against any resulting damages or expenses (including attorney's and other professional fees, settlements and judgments) arising in any way in relation to the Services and/or Goods provided by this Order (including, without limitation, their manufacture, purchase, use and/or sale), including such claims in which Seller provided only part of the Goods and/or Services, and Seller expressly waives any claim against MAHLE that such infringement arose out of compliance with MAHLE's requested specifications, (ii) to waive any claim against MAHLE, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against MAHLE for infringement of any IP Right, including claims arising out of specifications furnished by MAHLE, and (iii) that if the sale or use of the Services and/or Goods is enjoined or, in MAHLE's sole judgment, is likely to be enjoined, Seller shall, at MAHLE's election and Seller's sole expense, (1) secure a license of the IP Right that permits Seller to continue supplying the Goods and/or Services to MAHLE, or (2) modify the services and/or goods so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Goods and/or Services, or (3) replace the Goods and/or Services with non-infringing but equivalent Goods and/or Services.

8 Competitiveness

Seller shall be competitive in price, quality, capacity, delivery and timeliness. MAHLE may audit Seller to verify Seller's competitiveness. In the event that MAHLE determines in good faith that Seller fails to be competitive, Seller agrees to provide an action plan and timetable within ten (10) days of such determination to cure the deficiency. If Seller fails to provide a plan in a timely manner or the plan fails to cure the deficiency within the agreed upon timetable, MAHLE may terminate all or part of the Order.

9 Force Majeure

Neither party will incur liability to the other party for failing to perform or discharge any obligation pursuant to the Order where caused by acts of God, labor disorder, fire or other casualty, closing of the public highways, or governmental interference, so long as the party whose performance is affected gives prompt notice to the other party. The party whose performance is affected will take all reasonable steps to avoid or remove such causes of nonperformance. If Seller is unable to perform for any reason, MAHLE may purchase the Goods and/or Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three (3) business days after written request by MAHLE, Seller will provide adequate assurances that the non-performance will not exceed fifteen (15) days. If Seller does not provide those assurances or if the non-performance exceeds fifteen (15) days, MAHLE may terminate the Order immediately.

10 Labor Force

Seller shall provide the necessary personnel to guarantee the proper provision of the Goods and/or Services continuously and within the agreed term. Seller shall be liable for the performance of its personnel in the provision of the Goods and/or Services.

11 Insurance

Seller will obtain and maintain in force, at its own expense, workers compensation, comprehensive general liability, and automobile insurance policies in amounts and coverage sufficient to cover all claims related to the Goods or Services provided pursuant to this Order. Unless MAHLE indicates otherwise by written notice requesting a higher amount, the insured amount must be at least equivalent to \$1,000,000. Such policies will name MAHLE as an additional insured thereunder and shall contain endorsements stating that the policies are primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for MAHLE. MAHLE may require Seller to furnish a certificate evidencing the foregoing insurance, and MAHLE must not receive less than thirty (30) days prior written notice of cancellation or non-renewal of any of Seller's policies or of any material change or modification in terms, conditions, or amounts of Seller's coverage. If Seller does not purchase the required insurance, MAHLE may purchase such insurance and Seller must reimburse MAHLE immediately upon request. In the event Seller does not reimburse MAHLE for such insurance payment, then MAHLE may deduct the insurance payment from the price of the Goods and/or Services.

12 Termination Without Cause

MAHLE may terminate the Order at any time without cause in whole or in part by written notice, in which case Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Order. Within thirty (30) days after receipt of the termination notice, Seller will submit all payment claims resulting from such termination. MAHLE will have the right to verify such payment claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. MAHLE will have no liability to Seller other than for authorized work performed prior to termination.

13 Termination With Cause

Seller (i) fails to deliver Goods or perform Services at the time specified herein, or (ii) fails to perform any other provisions hereof and does not cure such failure within a period of ten (10) calendar days after receipt of written notice from MAHLE specifying such failure, or (iii) becomes insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, or (iv) merges with and into another company, MAHLE may, at its sole discretion, terminate, rescind, or cancel in whole or in part the Order without any liability, except for payment due to Goods and Services that MAHLE authorized, received, and accepted. Upon such termination, rescission, or cancellation MAHLE will have the right to take title to and possession of all or any part of such work performed by Seller pursuant to this Order.

14 Bankruptcy

Seller will notify MAHLE immediately of any foreseeable or potential bankruptcy in the Seller's company or its affiliates.

15 Changes

MAHLE may make changes to the Order at any time. Seller shall not make price increases based on modifications to the Goods or Services unless MAHLE approves the price increases in writing before Seller makes the modification. Seller shall notify MAHLE immediately if Seller makes any material changes to its Goods or Services, suppliers, or the methods used to supply its Goods or Services.

16 MAHLE's Premises

In addition to its indemnification obligations described in Section 7 (Indemnification), if the Seller performs any work on MAHLE's premises or utilizes the property of MAHLE, whether on or off MAHLE's premises, (i) the Seller will examine the premises to determine whether they are safe for the requested Services and will advise MAHLE promptly of any situation it deems to be unsafe; (ii) the Seller's employees, contractors and agents will comply with all regulations that apply to the premises and may be removed from MAHLE's premises at MAHLE's discretion, and (iii) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal or controlled drugs or substances on the premises.

17 Remedies

The rights and remedies reserved to MAHLE in the Order will be cumulative with and in addition to all other legal or equitable remedies. In any action brought by MAHLE to enforce Seller's obligations in connection with the production or delivery of goods or services, or for possession of property, the parties agree that MAHLE does not have an adequate remedy at law and MAHLE is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief). MAHLE shall recover actual and reasonable attorney's fees (including the cost of in-house counsel) in any action arising out of this Order, unless Seller is the prevailing party.

18 Compliance with Laws

In providing the Goods or Services pursuant to this Order, Seller will comply with all applicable Federal, State, and Local Laws, and regulations. Seller will defend, indemnify and hold MAHLE harmless from and against any and all claims, losses, damages, costs and expenses resulting from or arising out of any failure of Seller or Seller's employees, agents and subcontractors to comply with any applicable governmental regulations and/or statutes.

19 Diversity Initiative

MAHLE encourages its Sellers to use diverse suppliers. A diverse supplier is a business establishment that meets one or more of the following conditions: (i) a small business, as defined in Title 15, §632 of the United States Code and related regulations; (ii) a small business owned and controlled by socially disadvantaged individuals (at least fifty one (51) percent of the business is owned and controlled by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more such individuals); or (iii) a business that is at least fifty one (51) percent owned by a woman or women who also control and operate the business. Upon MAHLE's request, Seller will provide MAHLE with information regarding Seller's diversity or the diversity of Seller's sub-supplier including the percentage of the Goods or Services, based on dollar value, provided by diverse suppliers.

20 Assignment

20.1 MAHLE's Consent to Assign – Seller may not assign or delegate this Order and/or any rights derived from the same, in whole or in part, without MAHLE's prior written consent. In the event of any approved assignment (including without limitation subcontract), sale or delegation authorized by MAHLE, Seller retains all responsibility for the Goods or Services provided pursuant to the Order, including all related warranties and claims, unless MAHLE otherwise expressly agrees in writing.

20.2 MAHLE's Consent to Subcontract – The Seller shall not subcontract all or a portion of its obligations hereunder without MAHLE's prior written consent. In the event MAHLE consents to a third party performing any portion of Seller's obligations, such authorization shall not release Seller from any of its obligations under this Order nor shall it give such third party any rights against MAHLE.

21 Confidentiality

21.1 Nondisclosure – Seller will maintain the confidentiality of, and will not disclose or use, and will require its employees to maintain the confidentiality of, and not disclose or use, (a) the terms of the Order; or (b) any information that MAHLE furnishes to Seller or its employees or that Seller or its employees learn during performance of the Order concerning MAHLE's business, operations, plans or activities. Seller will disclose such information only to employees who require such knowledge to use in the ordinary course and scope of their performance of the Order. MAHLE may require Seller's employees to sign separate confidentiality and/or intellectual property agreements.

21.2 Exceptions – The obligations set forth in this Section 21 will not apply to any information that (a) is or becomes publicly known through no wrongful act or breach of any confidentiality; (b) was already known to Seller before receipt from MAHLE as evidenced by written documents; or (c) is independently developed by Seller without reference to the information.

21.3 Enforcement – Seller understands and agrees that if it breaches any of its confidentiality obligations that MAHLE's remedies at law are inadequate. Accordingly, MAHLE will be entitled to specific enforcement and injunctive relief preventing further breach in addition to any and all other remedies at law or in equity (such remedies being cumulative).

22 Notices

The parties shall submit all notices pursuant to this Order in writing and shall transmit such notices in any of the following ways: (a) mailing by certified mail, return receipt requested, with first-class postage prepaid; (b) mailing by recognized overnight service utilizing receipts, delivery charges prepaid; (c) fax where the sending party receives an electronic proof of transmission at the time of sending; or (d) MAHLE's electronic system for communication with its suppliers. Notice shall be effective: (a) upon five (5) days after posting; (b) upon one (1) business day following deposit in the case of overnight delivery service; or (c) and (d) on the date of transmission.

23 Counterparts/Facsimile Signatures

The parties may sign the Order in one or more counterparts, each of which the parties shall deem an original, and all of which when taken together shall constitute one and the same instrument. Facsimile signatures or signatures by electronic mail in PDF version on the Order bind the parties as though they were original signatures.

24 Miscellaneous

24.1 Waiver – Either party's failure to insist on the performance by the other party of any term or failure to exercise any right or remedy in the Order, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches, or defaults, whether of the same or a similar type or not.

24.2 Severability – If any court of competent jurisdiction declares any provision of the Order, or portion of any provision, to be unenforceable, the Parties shall interpret and enforce the balance of the Order or such provision, to the greatest extent possible, as if the unenforceable provision or portion had never been a part hereof.

24.3 Survival – Seller’s obligations to MAHLE survive termination of the Order, except as otherwise provided in the Order.

24.4 Interpretation – No court or third party shall construe the Order more strictly against one party than the other. Section headings are for convenience or reference only, and do not affect the meaning of the Order.

24.5 No Publicity – Seller will not, without the prior written consent of MAHLE, in any manner disclose to any third party (other than to Seller’s professional advisors on a confidential and need-to-know basis) or publish the fact that Seller has furnished or contracted to furnish MAHLE Goods and/or Services, or use the name or trademarks of MAHLE, its products, or any of its associated companies in Seller’s advertising or other publication. If Seller places on the Goods a MAHLE trademark and/or identifying mark, as specified by MAHLE, or if Goods specified in the Order are peculiar to MAHLE’s design, the Goods will not bear the trademark or other designation of the maker or Seller and Seller will not sell similar goods to anyone other than MAHLE.

24.6 Relationship of Parties – MAHLE and Seller are independent contractors, and nothing in the Order makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of MAHLE, and are not entitled to employee benefits or other rights accorded to MAHLE’s employees. MAHLE is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

24.7 Conflict of Interest – Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating in the performance of the Order will refrain from any activities that could present a conflict of interest with respect to Seller’s relationship with MAHLE or its performance of the Order.

24.8 Jurisdiction and Applicable Law – The Order shall be interpreted and enforced in accordance with the local, domestic laws of the State of Michigan without regard to its conflict of law provisions, as if MAHLE and the Seller performed all transactions between them in the State of Michigan and in the United States of America, exclusive of their choice of law rules. The parties expressly consent to the sole and exclusive jurisdiction and venue, to the maximum extent permitted under the law, of the State courts located in Oakland County, Michigan or the federal courts in the Eastern District of Michigan, Southern Division, for all lawsuits brought by either party arising out of or related to this Order. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Order or any agreement or dispute between the parties.

24.9 Arbitration – MAHLE, exercised by written notice at any time before or within thirty (30) days following the service of process in a legal action, may submit any dispute regarding the Order, other than requests for injunctive or declaratory relief, to binding arbitration, conducted in the English language using a single arbitrator selected by the parties. The arbitrator will issue written findings of fact and conclusions of law and shall award attorneys’ fees and costs

to the substantially prevailing party. In no event will the arbitrator award any party punitive or exemplary damages.

24.10 Third Party Beneficiaries – MAHLE's subsidiaries and affiliates are express third party beneficiaries of the Order, and any such subsidiary or affiliate may exercise the rights and remedies of MAHLE hereunder as if such party were a party to the Order.