



PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance of Agreement

These Terms and Conditions, the purchase order(s), and any attached exhibits and/or schedules to the purchase order constitute the entire agreement (the "Agreement") between Dexter Axle Company LLC or its Affiliate issuing a purchase order ("Buyer") and the supplier to whom the purchase order has been issued ("Seller") and supersede all prior negotiations and communications. Seller's acknowledgment of or delivery under Buyer's purchase order for goods, materials, tooling, supplies, services and/or work, as described on the purchase order (collectively referred to herein as "Goods"), will be deemed Seller's acceptance of this Agreement, and this Agreement expressly limits Seller's acceptance to the terms hereof. Buyer and its "Affiliates", defined as those entities that control, are controlled by, or are under common control with Buyer, may purchase Goods under this Agreement. The terms on the face of a purchase order will control over any conflicting terms in these Terms and Conditions. Buyer expressly rejects any terms or conditions provided by Seller, whether as part of a quote from Seller or otherwise, even if Seller's quote is referenced on the face of a purchase order.

2. Delivery

Deliveries must be made in the quantities and at the time specified on the purchase order or Buyer's delivery or release schedules thereunder. Quantities are limited to those specified in the purchase order or Buyer's delivery or release schedules thereunder. Any forecast provided by Buyer to Seller is for planning purposes only and is not a commitment of Buyer to purchase any quantity of Goods. Buyer has no liability for payment for Goods delivered to Buyer that are in excess of the specified quantities or outside the required delivery dates. Buyer may, at its sole option and at Seller's expense, return any excess quantities or untimely deliveries to Seller. All settlements will be based on Buyer's weights or counts.

Seller will meet a lead time of four weeks for delivery of Goods unless a different lead time is set forth on the purchase order. Seller will maintain adequate production capacity, and ensure that such capacity is maintained by its supply chain, to timely deliver orders of up to 115% of quoted volumes. Time is of the essence for Seller's performance of all of its obligations under this Agreement. If at any time Seller has reason to believe that deliveries will not be made as scheduled, Seller will immediately notify Buyer of the cause and duration of the anticipated delay. If Seller's deliveries are behind schedule, then Seller shall pay all of Buyer's documented costs attributable to Seller's delay. Such costs may include, without limitation, express shipments and costs of sourcing replacement Goods from another supplier.

3. Shipping Instructions and Risk of Loss

Unless the purchase order states otherwise, all Goods will be shipped pursuant to, and all risk of loss, injury or damage to the Goods are defined by the provisions of Incoterms 2020 DDP (Buyer's designated location). Goods must be accompanied by material safety data sheets or safety data sheets in accordance with Applicable Laws (defined below). Seller must pack, mark and ship all Goods, packages, and containers in strict accordance with Applicable Laws and Buyer requirements to insure lowest transportation cost and compliance with all relevant import-related and Customs laws. No charges may be made for packing, boxing, pallets, storage or cartons. Seller must mark each package with Buyer's order number, quantity per container, part number and address.

Each case must be marked by Seller with a separate case number, name of shipper, contents of case, designated weights and volumes and Buyer's specification number, or in accordance with the packaging specifications set

by the Buyer. Where multiple packages comprise a single shipment, Seller must consecutively number each package.

All wood packaging used by supplier must comply with the International Phytosanitary Standard, Invasive Species Pest Management, ("ISPM-15") for regulated wood packaging material ("WPM") entering countries which have adopted this standard. Seller must comply with all operational guidelines and procedures of the customs agency or department of the importing country. All regulated WPM must be treated and marked according to the ISPM-15 standard and applicable importing country regulations. Seller must provide any required statements or certifications of "non-coniferous" or "non-wood" packaging to the receiving port authorities.

All packing slips, invoices and/or bills of lading must display the purchase order number and shipper's package numbers. All original bills of lading or express receipts must be immediately sent to Buyer upon shipment. Buyer reserves the right to reject any C.O.D. shipments, Goods sent on a sight draft basis and those not accompanied by appropriate documentation.

4. Pricing and Payment

Unless the purchase order provides a mechanism for adjusting prices, all prices set forth on the purchase order are fixed for the term of this Agreement and may not be increased without Buyer's written agreement as reflected in a revised purchase order. Seller will provide Buyer a cost breakdown for the Goods including at least labor, material and overhead costs. If requested by Buyer, Buyer and Seller will jointly pursue cost reduction opportunities over the term of this Agreement, which will be reflected in reduced prices to Buyer as cost reductions are achieved. Unless the purchase order states otherwise, Buyer agrees to pay for the Goods within 90 days following Buyer's acceptance of the Goods. Seller is required to submit to Buyer a correct and valid invoice for the Goods as received by Buyer. Invoices may not be dated prior to the shipping date unless otherwise stated on the purchase order. All invoices must contain the purchase order number. Seller must notify Buyer of any claims or disputes regarding a shipment within 90 days of Buyer's receipt of such shipment. Buyer shall have no liability to Seller for any claims or disputes not notified to Buyer within this time. Without prejudice to any other right or remedy, Buyer reserves the right to set-off or deduct any amount owing at any time from Seller to Buyer or its Affiliates against any amount payable by Buyer or its Affiliates to Seller.

5. Warranties

Seller warrants that the Goods: (a) conform to applicable standards, specifications, drawings and other requirements of the purchase order; (b) are merchantable; (c) are fit for the particular purpose for which such Goods are to be employed, including installation by Buyer in its ultimate products; (d) are free from defects in materials and workmanship; (e) do not infringe the intellectual property rights of any third party; (f) conform to any other express warranties Seller may have made to Buyer and (g) comply and were manufactured in accordance with all Applicable Laws. Buyer's written approval of designs furnished by Seller will not relieve Seller of its obligations under this warranty. Seller is liable for all damages both to Buyer and any third party as a result of any breach of warranty of any Goods. The foregoing warranties are in addition to any other warranties customarily made by Seller and any implied warranties available by law. Buyer's warranties shall continue to apply notwithstanding Buyer's inspection and acceptance of the Goods.

6. Quality Control

Seller must meet the requirements of TS16949, ISO9001, Buyer's Supplier Requirements Manual (Supplier Quality Process) and Buyer's quality and other specifications stated on the purchase order for Goods used in production or resale. Seller agrees to provide and maintain inspection and quality control systems covering the Goods acceptable to Buyer. Buyer and Seller agree to maintain records of all inspection work and make them available to the other party upon request. All Goods are received subject to inspection by Buyer prior to acceptance. Payment for Goods prior to inspection will not constitute acceptance of the Goods. Goods which do not conform to the purchase order and Goods which do not meet warranty requirements ("Nonconforming or Defective Goods") will be rejected and returned for credit to Seller at the Seller's expense and risk, unless otherwise agreed by Buyer. Payment for Goods on any purchase order will not constitute Buyer's acceptance thereof, nor will acceptance be deemed a waiver of Seller's liability for latent defects or nonconformance. In addition, if a special production run is made for Buyer then the first Goods produced may be subject to first article acceptance by Buyer prior to further fabrication. Acceptance by Buyer of the first article will not be considered acceptance of subsequent production of Goods.

7. Intellectual Property

If Seller performs or has performed research, design or development work or activity for which Buyer compensates Seller, either in a separate charge or included in the cost of prototype or production materials, then any and all inventions and discoveries and information and data generated by Seller related to the sale of the Goods ("Intellectual Property") are the sole and exclusive property of Buyer. Seller agrees to disclose all Intellectual Property promptly to Buyer and to give all assistance necessary to secure full title in the Intellectual Property in Buyer including patents.

8. Confidential Information

Seller understands that Buyer considers all information delivered to Seller by Buyer, in any form, to be confidential and proprietary ("Confidential Information"). All Confidential Information, including any Intellectual Property, remains the sole and exclusive property of Buyer, and must be returned to Buyer promptly upon Buyer's request and may not be used by Seller for any purposes other than performance of this Agreement. Seller agrees to maintain the confidentiality of such information for a period of ten (10) years after the last delivery of Goods to Buyer unless such information: (a) is or becomes public knowledge other than through the unauthorized disclosure by Seller; (b) is received legally without restriction on disclosure from a third party who has the right to make such disclosure; or (c) is required to be disclosed to comply with a judicial order or decree. Confidential Information may only be used by those employees and contractors of Seller who have executed nondisclosure agreements with Seller protecting Buyer's Confidential Information and who have a need to receive it in order to fulfill Seller's obligations under this Agreement.

9. Cancellation

Buyer reserves the right to cancel all or any part of a purchase order without payment or further liability if Seller breaches any of the terms of this Agreement; Seller does not make deliveries as specified in the schedules; or, in Buyer's reasonable discretion it determines that delivery in accordance with the delivery schedules is endangered.

Buyer reserves the right to cancel all or any part of a purchase order for its convenience upon written notice to Seller. When the cancellation is for convenience, Seller may submit a claim to Buyer for reimbursement of costs. Any claim must be submitted within 30 days of the effective date of the cancellation and include sufficient supporting data to permit Buyer to verify the claim. Buyer will pay verified claims for (a) previously delivered unpaid Goods conforming to the purchase order; (b) any outstanding balance on Buyer's Property, which shall be promptly delivered to Buyer (c) undelivered finished Goods conforming to the purchase order and produced in accordance with Buyer's delivery or release schedules and

delivered to Buyer within Buyer's established lead times; (d) actual costs incurred for work-in-process and raw materials ordered in accordance with Buyer's delivery or release schedules and which Seller cannot use to produce goods for itself or other customers; and (e) other related costs which Buyer may elect to pay in its sole discretion. Payment under this paragraph is conditional upon Buyer's receipt of all finished Goods, Buyer's Property, work-in-process and raw materials; provided that at Buyer's option it may instruct Seller to scrap any work-in-process or raw material and the amount payable by Buyer shall be reduced by the amount received by Seller for such material.

Any cancellation of this Agreement does not excuse Seller from its performance of any obligations accrued prior to such cancellation.

10. Buyer's Property

Any property, including but not limited to equipment, tools, fixtures, dies, jigs, patterns, gauges or materials, furnished either directly or indirectly by Buyer to Seller in connection with this Agreement, or which Buyer buys from, or gives reimbursement to, Seller in whole or in part (collectively, "Buyer's Property") will be and remains the sole property of Buyer and will be held by Seller on a bailment basis. Seller agrees that Buyer has the right, at any time to retake possession of or request the return of Buyer's Property. While in Seller's custody or control, Seller bears the risk of loss, theft and damage to Buyer's Property. Seller agrees to insure the Buyer's Property against loss or destruction and will provide certificates of insurance evidencing such coverage. Seller is responsible for any deductible or self-insured retention. Seller must permanently mark all Buyer's Property as "Property of [Buyer Name]". At all times, Seller will: (a) use Buyer's Property only for the performance of this Agreement, (b) not in any way treat Buyer's Property as the property of Seller; (c) not move Buyer's Property from the address designated on the purchase order without prior written approval from Buyer, (d) keep Buyer's property free from the imposition of any liens or encumbrances; and (e) Seller will not sell, transfer or otherwise dispose of Buyer's Property without prior written consent by Buyer. Buyer has the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's related records and to remove Buyer's Property upon termination of this Agreement. If Buyer purchases the Buyer's Property from Seller, it must adequate for its intended use throughout the term of this Agreement.

11. Production Equipment, Process and Location

Subject to Section 10, Seller at its own expense must furnish, keep in good condition and replace when necessary, all equipment, dies, tools, gauges, jigs, fixtures, patterns, or other items necessary for the production of the Goods (the "Production Equipment"). Seller will provide Buyer with access, upon reasonable notice from Buyer, to Seller's facilities to inspect the production process for the Goods and to conduct other examinations as Buyer reasonably determines pursuant to its audit rights under this Agreement. Seller may not change the production location or process for any Goods without the prior written approval of Buyer, which approval may be subject to such conditions as Buyer may determine in its sole discretion. Buyer reserves the right to take possession of and title to any Production Equipment that is special for the production of the Goods, unless the Goods are standard products of Seller, or if substantial quantities of like Goods are being sold by Seller to others.

12. Change in Specifications

Buyer reserves the right to make changes in design and specifications for any Goods. The difference in price or time for performance resulting from such changes will be equitably adjusted and the purchase order will be amended accordingly.

13. Indemnity

Seller agrees to defend, indemnify and hold Buyer, its Affiliates, directors, employees, and customers (collectively "Indemnified Parties") harmless from any and all demands, claims, damages, including property damage, bodily injury and/ or death, actions, judgments, fines, penalties, losses,

expenses (including reasonable attorney fees and court costs), and import and export customs fees for which the Indemnified Parties might become liable as a result of (a) any negligent or willful act or omission of Seller, its employees, agents or subcontractors, (b) Seller's performance or nonperformance under this Agreement; (c) failure of the Goods to meet any warranties; (d) any product liability claim, product recall or field action arising out of the inclusion of the Goods in Buyer's products; (e) Seller's failure to affix required labels or safety warnings to the Goods or to provide adequate use instructions; (f) the Indemnified Parties' use of the Goods; and (g) actual or alleged infringement of, or inducement to infringe, any domestic or foreign patent, trademark, copyright or mask work by reason of the manufacture, use or sale of the Goods.

14. Insurance

Seller represents that it has insurance policies in effect and agrees to furnish certificates of insurance showing that Seller has workers compensation or employers liability, automobile and comprehensive general liability, including contractual indemnity, product liability and completed operations coverage in such amounts as Buyer may require and with insurance carriers acceptable to Buyer. Buyer must be named as an additional insured on such policies, other than workers compensation. Said certificates must state the amount of coverage, number of policy, date of expiration and a term giving Buyer thirty (30) days prior written notice of cancellation. Seller's purchase of any insurance coverage or furnishing of the certificates does not in any manner limit Seller's liability hereunder or in any way modify Seller's obligations to Buyer. Buyer shall have the right to terminate this Agreement without liability to Buyer if it does not provide the required certificates of insurance.

15. Remedies

Seller will pay or reimburse to Buyer all losses, expenses, out of pocket costs, penalties and administrative costs and any other charges which Buyer incurs arising from or in connection with: (a) any Nonconforming or Defective Goods, including repair and replacement, (b) any product which incorporates any Nonconforming or Defective Goods which Buyer sells to any customer, including repair and replacement of any incorporating product; (c) Seller's inability to meet delivery schedules or requirements; and (d) Seller's failure to comply with each and every term of the Agreement. The remedies provided in this Agreement are cumulative and additional to any remedies provided at law or in equity.

16. On-Site Services

Seller agrees that while working on Buyer's premises, its workers will adhere to all of Buyer's company policies, rules and safety regulations. Workers agree to sign whatever forms are required by Buyer for confidentiality, security and administrative reasons. Only if approved in writing in advance by Buyer in connection with any services, will Buyer reimburse Seller for actual and reasonable expenses incurred (without mark-up) by Seller including travel and living expenses which are directly associated with Seller's performance of the services.

17. Compliance with Laws and Code of Conduct

Seller warrants that it and any of its suppliers or subcontractors involved in the production or transportation of the Goods and all Goods are in compliance with all applicable federal, state, provincial, and local laws, rules, orders and regulations, of the countries (and their legal subdivisions) of manufacture, assembly, transportation and delivery of the Goods including without limitation, those relating to anti-bribery and corruption, labor and employment, anti-discrimination and equal employment opportunity, anti-harassment, anti-trafficking, the use of forced or child labor, privacy and data protection, environmental protection and import and export requirements ("Applicable Laws"). In addition, Seller shall, and shall require its subcontractors and suppliers to, comply with the DexKo Global Inc. Supplier Code of Conduct and such other policies as may be required by Buyer ("Buyer Policies"). Upon request, Seller agrees to supply Buyer with proof of such compliance in such form as may be required by any Applicable Law and as Buyer may deem necessary. If Goods are delivered to or produced in the United

States of America Section 202 of Executive Order 11246, as amended, is incorporated by this reference. For Québec residents only: It is the express wish of the parties that this Agreement and all related documents be drawn up in English./C'est la volonté expresse des parties aux présentes que ce contrat et les documents y afférents soient rédigés en langue anglaise.

18. Supply Chain Security

If the Goods are delivered cross border, Seller agrees to be compliant and maintain compliance with the guidelines of the applicable supply chain security programs of the importing country, e.g. for U.S. shipments, U.S. Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT); for Canadian shipments, Partners in Protection (PIP).

19. Buyer's Liabilities

In no event will Buyer's liability for any breach, alleged breach or cancellation of this Agreement exceed the total price shown on the applicable purchase order, nor will Buyer be liable for any incidental or consequential damages resulting from any such breach, alleged breach or cancellation.

20. Advertising

Seller may not advertise or publish in any manner the existence or terms of this Agreement, relationship or materials associated with the Buyer without first obtaining the written consent of Buyer.

21. Force Majeure

Neither party may be held responsible for delays or failures in performance under this Agreement if its performance is delayed or prevented by revolutions or other civil disorders, wars, fires, floods or acts of God which by the exercise of reasonable diligence that party is unable to prevent. If such delay lasts over thirty (30) days, either party has the option to terminate this Agreement. Such termination will be treated as a rescission. Strikes or labor disputes impacting Seller or its supply chain shall not excuse any failure of performance by Seller.

22. Assignment

Seller may not assign this Agreement, in whole or in part, without Buyer's prior written consent. Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. Independent Contractor Relationship

Seller is an "independent contractor" and this Agreement does not create between Buyer and Seller an employer/employee, joint venture, partnership, or similar relationship nor is Buyer authorized to exercise control or direction over the manner or method by which Seller performs any services or provides Goods.

24. Survival

In addition to any other term whose context may so require, the terms contained in sections 1, 5, 7, 8, 10, 13, 14, 15, 19, 20, 24, 25, 26, 27 and 28 will survive any termination of this Agreement.

25. Invalid Terms

If any one or more of the provisions contained in this Agreement, or the applicability of any such provision to a specific situation, are held invalid or unenforceable by a court of competent jurisdiction, the court will determine whether to: (a) modify such provision to the minimum extent necessary to make it or its application valid and enforceable, or (b) eliminate the affected provision while leaving the rest of the Agreement intact, as long as the Goods can be delivered at substantially the same specifications, schedule and price contained in the Agreement. If the Goods cannot be delivered at substantially the same specifications, schedule and price in the Agreement, then this Agreement will be terminated. Such termination will be treated as a rescission.

26. Interpretation of Agreement

Except as otherwise provided, this Agreement may only be modified or cancelled in a written document signed by authorized representatives of both parties. The terms of this Agreement control over any terms in any acknowledgment, invoice, proposal, quote, time card or other document issued in the performance of this Agreement. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

27. Governing Law

If Buyer is located in the United States, this Agreement will be construed according to the laws of the State of Indiana. Seller agrees to submit to the exclusive jurisdiction of either the Courts of the State of Indiana or United States Federal District Courts within Indiana. If the Buyer is located outside the United States of America, this Agreement will be construed under the laws applicable in the jurisdiction of the Buyer's location in that country. Each party waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or its subject matter. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

28. Audit Rights

At its discretion and expense, Buyer or its designated representative may audit, inspect and test the Goods; relevant records; Seller's inventory, delivery, quality and production processes, including at the Seller's premises and in Seller's supply chain; Seller's ability to fulfill its obligations under this Agreement; Seller's and its supply chain's compliance with Applicable Laws and Buyer Policies; and its actual performance under this Agreement. Seller shall coordinate such access to the records, personnel and facilities of its supply chain to enable Buyer to undertake any of the foregoing audits.

29. Reasonable Assurances

Seller shall provide Buyer with its financial information as requested by Buyer. If Buyer is insecure with respect to Seller's performance of this Agreement for any reason, Buyer may demand that Seller provide reasonable assurance of performance within five business days of the demand. The assurance shall be in the form specified by Buyer in its demand or another form acceptable to Buyer and shall be in an amount sufficient to cover the costs and expenses of Seller's performance of this Agreement. Failure to provide the required assurance will entitle Buyer to terminate this Agreement without liability to Seller.

30. Cyber Security

Seller shall implement reasonable information security controls to protect the confidentiality, integrity and availability of any Buyer information or

systems to which Seller has access in the course of performing this Agreement. Seller shall notify Buyer within 24 hours of any data breach or unauthorized access to Seller's information systems that could impact the confidentiality, integrity and availability of any Buyer information or systems or which could affect the production and shipment of Goods for Buyer and keep Buyer informed of the impact any such event may have on Buyer.

31. Conflict Minerals

All Goods supplied to Buyer must be free of Conflict Minerals (tin, tantalum, tungsten and gold) incorporated into the Goods, as supported by Seller's due diligence of its supply chain to confirm that any Conflict Minerals are either not sourced from the Democratic Republic of Congo or adjoining countries or are from recycled sources. Seller further agrees (1) to respond promptly to each inquiry by Buyer with such information regarding the source and chain of custody of all Conflict Minerals that may be contained in the Goods; (2) if Seller previously responded to an inquiry, to notify Buyer if there is a change in status in whether the Goods contain Conflict Minerals; and (3) to cooperate promptly as required by Buyer with Buyer's efforts to comply with Applicable Laws related to Conflict Minerals.

32. Forced Labor, Human Trafficking, and Uyghur Forced Labor Prevention Act (UFLPA)

All Goods supplied by Seller are warranted to have no portion (including any components or materials) extracted, mined, produced, manufactured, assembled, or processed using any form of convict, indentured, or forced labor, including any labor from Uyghurs in or around the Xinjiang Uyghur Autonomous Region or products or components sourced from any company on the UFLPA Entity List (collectively, Forced Labor). Seller warrants that it has taken steps, including the inclusion of flowdown language that imposes the same requirements as this clause, to ensure that its affiliates, suppliers, subcontractors, and other business partners do not extract, mine, produce, process, assemble, or manufacture Goods or parts and components relating to any Goods that rely in whole or in part on Forced Labor.

33. Goods for Resale

If the Goods are intended for resale by Buyer, they shall be appropriately packaged for resale and shall include all warnings or other labelling required by Applicable Law, including without limitation any warnings required by California Proposition 65. Goods may be sold online through websites operated by or on behalf of Buyer. If requested by Buyer, Seller will provide digital product content for the goods. Such information may include product description, weights, dimensions, features and benefits, product attributes, product images, and other information as requested by Buyer. The information will be provided in the format specified by Buyer. Seller hereby grants to Buyer a non-exclusive, royalty-free, world-wide license to reproduce and use such information in any of Buyer's e-commerce websites where the Goods are offered for sale.