

VIBRACOUSTIC GENERAL TERMS & CONDITIONS OF SALE
(April 2022 –AMERICAS REGION)

1. APPLICABILITY. All sales, supply, or provision of goods and/or services (collectively, the “**Products**”) by Vibracoustic USA, Inc. or its Americas region affiliates and subsidiaries (collectively, “**VC**”) to VC’s customer (“**Customer**”) shall be governed exclusively by these Vibracoustic General Terms and Conditions of Sale, and the terms and conditions contained in VC’s quotation, proposal, or other offering document provided to Customer (all of the aforementioned documents are collectively referred to herein as the “**Agreement**”). VC and Customer are referred to herein collectively as the “**Parties**”, and individually each as a “**Party**”.

2. OFFER & ACCEPTANCE. After Customer receives VC’s quotation, proposal, or other offering document, Customer may accept the terms of the Agreement and enter into a legally binding contract with VC by: (a) indicating in writing that Customer wishes to proceed with the transaction that VC’s offer and this Agreement relates to; or (b) requesting VC to move forward with the transaction that VC’s offer and this Agreement relates to, including by way of example and without any limitation Customer’s request for VC to proceed with work on any design, prototype, sourcing, testing, validation, or other preparation to manufacture and deliver the Products for Customer. VC’s willingness to commence its performance regarding the Products is expressly limited to the terms and conditions contained in the Agreement, and VC rejects any other additional or different terms and conditions as the basis of the formation of a contract with Customer. Furthermore, the Parties acknowledge and agree that any usage or exchange of information through purchase orders, releases, EDI, company websites, supplier portals, or other electronic or hard-copy documents unilaterally generated by Customer shall not amend, modify, supplement, supersede, or have any other effect upon the terms and conditions of this Agreement.

3. COMMERCIAL TERMS. VC quoted prices for a one-time, “spot buy” sale of VC’s Products shall be firm for a period of twenty days from the date of the quote unless stated otherwise in VC’s quote. For all other transactions, VC may increase its price for the Products by providing Customer with prior written notice of the price adjustment. In the case of a sale of goods transaction, the quantity of Products sold by VC shall be the maximum amount stated in VC’s offering document, but if no such quantity is expressly stated, then the quantity shall be 100% of the Customer’s requirements for such goods for the life of the applicable vehicle program, but subject to VC’s limitations on production capacity, lead time, capital expenditures, and any other relevant VC manufacturing requirements. Without prejudice to any other legal right or remedy, VC may terminate the Agreement (or any part thereof) immediately upon written notice of termination due to Customer’s material breach of contract, or for VC’s convenience without cause upon thirty days written notice of termination. Unless stated otherwise in VC’s quote, for “blanket” or reoccurring supply of goods arrangements, Customer is required to submit its firm orders for the Products four weeks in advance of the delivery date, and at least twelve weeks of non-binding forecasted quantities for the Products. VC shall deliver the Products to Customer in compliance with the delivery schedule which VC has previously agreed in writing to follow (the “**Delivery Schedule**”). Unless stated otherwise in VC’s quote, VC’s quoted prices do not include any special packaging or applicable taxes or tariffs, which Customer shall be responsible for paying and/or reimbursing VC for. Unless stated otherwise in VC’s quote, VC’s quoted prices are based upon the following delivery terms: FCA VC’s manufacturing facility for the Products (INCOTERMS 2020). Customer shall pay VC’s invoices within the time frame stated in VC’s invoice, in the currency stated on the invoice. Title (but not risk, which is governed by FCA VC’s manufacturing facility INCOTERMS 2020) to the Products shall pass to Customer upon Customer’s payment in full to VC for such Products. Customer will reimburse VC for all costs, expenses, and fees (including attorneys’ fees, collection agency fees, and court costs and fees) incurred in collection actions.

4. LIMITED WARRANTY. VC will confirm in writing the applicable specifications of the Products sold to Customer (the “**Specifications**”). VC warrants to Customer that the Products will conform to the Specifications and will be free from defects in material and workmanship at the time the Products are delivered. Customer shall inspect the delivered Products without undue delay and shall give VC written notice of any warranty claim within thirty days after delivery of the Products. Customer’s written warranty claim must be sufficiently detailed and particularized as to the alleged warranty issue and the background facts related to such claim. Upon VC’s request, Customer shall return the allegedly non-conforming Products to VC for inspection, root-cause analysis, and such other actions which VC deems necessary. Customer shall also cooperate in good faith with VC by sharing information relevant to the warranty claim. VC shall not be liable for any warranty claims or damages caused in whole or in part by (a) misuse or abuse by the Customer or a third-party, (b) normal wear and tear, (c) failure of Customer or a third-party to comply with any care or maintenance instructions, or (d) alterations, modifications, additions, or repairs made by any party other than VC. The sole and exclusive remedy for a warranty claim that has been verified by VC pursuant to the foregoing procedures shall be for VC to: (a) repair or replace the non-conforming Products with conforming Products, or (b) refund or provide an account credit to Customer for the purchase price Customer previously paid for such non-conforming Products. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED ON AN “AS-IS” BASIS. VC MAKES NO OTHER WARRANTIES, AND TO THE FULLEST EXTENT PERMITTED BY LAW VC EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, REPRESENTATION, OR INDEMNITY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATED TO THE PRODUCTS OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR

USE, SATISFACTORY QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS, AND COMPLIANCE WITH ANY LAWS, RULES, OR REGULATIONS. IN NO EVENT SHALL VC OR ITS AFFILIATES, OWNERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, GOODWILL, AND/OR DAMAGES RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, EVEN IF VC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY OF LIABILITY OR RECOVERY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, AND STATUTORY PROVISIONS. THE MAXIMUM LIABILITY OF VC FOR ANY DAMAGES ARISING OUT OF, REGARDING, OR RELATED TO ITS PRODUCTS OR THIS AGREEMENT IS LIMITED TO THE REFUND OF THE PURCHASE PRICE ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCTS AT ISSUE IN THE CLAIM WITHIN ONE YEAR OF THE DATE OF SUCH CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT VC IS RELYING UPON THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS AGREEMENT IN SUPPLYING THE PRODUCTS, THAT SUCH LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL ITS ESSENTIAL PURPOSE, AND THAT THE LIMITATION OF LIABILITY SHALL SURVIVE AFTER THIS AGREEMENT EXPIRES OR TERMINATES.

5. INTELLECTUAL PROPERTY RIGHTS. Any documents and information, whether oral or written, which VC uses, directly or indirectly, discloses, or otherwise makes available to Customer in connection with this Agreement or VC's goods or services, including but not limited to specifications, illustrations, drawings, data, statistics, calculations, prototypes, sketches, drafts, models, samples, patterns, and plans, as well as any materials that constitute or are subject to a VC patent, copyright, trademark, trade-secret, know-how, or other intellectual property right (collectively, "**VC Materials and Information**") shall remain the sole and exclusive property of VC. Nothing in this Agreement transfers VC's background or foreground intellectual property rights to Customer, even if such rights were used or developed during the performance of this Agreement. Customer shall not use VC Materials and Information for any purpose other than the performance of this Agreement, and Customer shall not disclose VC Materials and Information to third parties without the prior express written consent of VC.

6. CONFIDENTIALITY. All documents and information, including but not limited to VC Materials and Information, furnished by VC either directly or indirectly to Customer is VC's confidential and proprietary information (collectively, "**VC Confidential Information**") regardless of whether such materials are marked as confidential and proprietary. Customer agrees to keep all VC Confidential Information in strictest confidence, to limit the use of VC Confidential Information to only what is necessary for the performance of this Agreement, and to limit disclosure of VC Confidential Information to only those Customer agents, employees, or representatives who have a need to know such VC Confidential Information for the performance of this Agreement and each of whom are bound to abide by the confidentiality provisions set forth herein. Customer shall be responsible for any breach of this Agreement by its agents, employees, or representatives. Customer shall not disclose any VC Confidential Information to a third party without VC's prior express written authorization to make such disclosure. Customer will use commercially reasonable measures to protect VC Confidential Information against unauthorized use and disclosure, including without limitation safe data encryption for electronic transmission and storage of such information. Upon termination or expiration of this Agreement, Customer shall promptly return or destroy all VC Confidential Information and certify in writing to VC that these provisions have been complied with. The confidentiality provisions in this Agreement shall survive expiration or termination of this Agreement and will continue for the longer of: (i) a period of seven (7) years from the termination or expiration of this Agreement or the relevant transaction thereunder, or (iii) for the period of time that VC Confidential Information remains a trade secret. In the event Customer receives a subpoena, court order, audit request, governmental investigative request, or any other type of legal process for the legally compelled disclosure of VC Confidential Information, Customer shall promptly notify VC of such event and Customer shall reasonably cooperate with VC to oppose, limit, obtain a protective order, or otherwise respond to such request or demand. If Customer is ultimately legally required to disclose VC Confidential Information, Customer shall limit its disclosure to the minimum amount necessary to comply with the law.

7. FORCE MAJEURE. If VC's performance under this Agreement becomes impossible, commercially impracticable, or unexpectedly burdensome as a result of an event or occurrence beyond the direct control of VC and without VC's fault or negligence—including but not limited to natural disasters or extreme weather conditions, fires, floods, explosions, riots, wars, power outages, interruptions of business; epidemics or pandemics; strikes; lockouts; governmental actions, quarantines, trade disputes, changes in laws, rules, or regulations, lockdowns or other restrictions, terror acts, sustained supply and labor shortages, limitations or delays by sub-contractors or sub-suppliers necessary for the production of the Products, etc. (individually and collectively referred to herein as "**Force Majeure Event**")—then VC shall be excused from its performance under the Agreement for the duration of the Force Majeure Event plus an appropriate startup time thereafter. VC will inform Customer without undue delay on the commencement and end of such Force Majeure Events.

8. COMPLIANCE. Each Party is responsible for its own compliance with all applicable laws, rules, and regulations, including but not limited to those pertaining to data privacy, export controls, government contracts, sanctioned or embargoed countries, antitrust, anti-fraud, anti-money laundering laws, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and any other applicable anti-bribery and anti-corruption laws and regulations; provided however, that Customer acknowledges and agrees that VC generally does not accept any export controlled materials or enter into any government and/or military supply agreements without specific prior written approval of its executive management, and Customer must immediately notify VC in writing regarding any proposed transactions involving these categories of activities. Customer shall indemnify, defend, and hold VC harmless against any claims, damages, costs, expenses, and fees (including but not limited to attorneys' fees) arising out of, regarding, or related to Customer's breach of this Agreement or any laws, rules, or regulations regarding this Agreement or the Products. The Parties agree to comply with the most recent version of VC's Code of Conduct (as updated by VC from time to time), a copy of which is available on www.vibracoustic.com, Downloads, Supplier Code of Conduct, or upon request to VC.

9. WAIVER; MODIFICATION. VC may only waive its rights under this Agreement in a writing signed by the authorized representatives of VC which expressly identifies the provision being waived and the scope and duration of such waiver. VC's waiver of a right under this Agreement shall not be construed as a continuing waiver of the same right in the future, or of a waiver of any other right not expressly identified in a writing signed by VC's authorized representative. This Agreement and any other documents regarding or related to this Agreement or the Products may only be amended, modified, supplemented, extended, or renewed in writing signed by authorized representatives of VC.

10. INDEPENDENT PARTIES. VC and Customer are independent parties dealing at arms-length under this Agreement, and nothing in this Agreement or in VC sale of the Products to Customer shall be interpreted to create an agency, partnership, fiduciary, or other special relationship between VC and Customer. Customer acknowledges that it has independently evaluated this Agreement prior to entering it. There are no third-party beneficiaries of this Agreement between VC and Customer.

11. APPLICABLE LAW, VENUE, JURISDITON. This Agreement and the VC's sale of Products to Customer will be governed exclusively by the laws of the State of Michigan, notwithstanding anything to the contrary in the rules on conflict of laws, choice of law, or international agreements such as the Convention on Contracts for the International Sale of Goods (CISG), all of which the Parties expressly exclude from operation under this Agreement. The Parties agree that the United States Federal District Court in the Eastern District of Michigan and the Macomb County Circuit Court in Macomb County, Michigan shall have exclusive venue and jurisdiction over any claims and disputes arising out of, regarding, or related to this Agreement or the Products, and each Party expressly waives any objections to the aforementioned courts including but not limited to lack of jurisdiction, improper venue, or inconvenient forum.

12. SEVERABILITY. Should any provision (or portion thereof) of this Agreement be or become invalid or unenforceable under applicable law, such provision (or portion thereof) shall be severed from the Agreement, and the remainder of the Agreement shall continue to be valid and enforceable.