

## PURCHASE ORDER TERMS AND CONDITIONS

CLAUSE	DESCRIPTION
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Q1	GENERAL QUALITY ASSURANCE REQUIREMENTS (Includes paragraphs A through T below)
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(A)	QUALITY SYSTEM:
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Supplier must have a Quality System that complies to ISO 9001/AS9100 or be a CTS approved supplier

(B)	SOLDERABILITY:
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Materials supplied to this purchase order that are solderable must comply with MIL-STD-202, Method 208.

(C)	CERTIFICATION OF CONFORMANCE (C of C):
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The supplier shall furnish a Certificate of Conformance (COC) with each shipment attesting that the goods/services meet all the technical data package requirements. Data supporting this COC shall be kept on file and made available to CTS upon request. The COC must include signature, date and title of a responsible Quality Representative. If a COC is not available, at minimum a test report showing the sample passed is acceptable if it contains a signature, date and title of a responsible Quality Representative.

(D)	COUNTERFEIT PREVENTION
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The supplier shall prevent the use of counterfeit material or components, this includes any unauthorized copy, imitation, substitute or modified material or components knowingly misrepresented as a specific genuine material or component of an original or authorized manufacturer.

(E)	CTS CUSTOMER VERIFICATION OF PRODUCT AT SUPPLIER'S PREMISES:
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During performance on this order the Supplier's quality system, inspection and manufacturing processes may be subject to review, verification and analysis by CTS and/or CTS's customer and/or regulatory authority representatives, upon request. Customer inspection prior to shipment may be required. Requests for verification activities will be made by imposing Clause #8 on the PO.

(F)	RIGHT OF ACCESS:
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Supplier to allow access for CTS, our customer, and regulatory authorities to all applicable records if necessary.

(G) SUPPLIER FLOW DOWN:

Supplier shall flow down the applicable requirements of this purchase order and the QA codes applied to the purchase order to their suppliers. Including CTS's customer's requirements, where applicable. Flow down necessary for AS9100 customers.

(H) SHELF-LIFE REQUIREMENT:

Minimum 75% of the original shelf life remaining on date of receipt at CTS. This may be reduced only after approval from a CTS representative.

(I) REACH COMPLIANCE:

Material supplied under this contract MUST NOT contain any substance(s) listed as a Substance of Very High Concern (SVHC) outlined in Annex XIV of the REACH regulation (EC No. 1907/2006).

(J) SHIPMENT DOCUMENTATION REQUIREMENTS:

Shipment documentation shall be marked clearly with the following minimum information:

- CTS Purchase Order Number
- CTS Part Number and Revision
- Supplier Lot Identification
- Quantity in package or container
- Material Expiration Date (If Applicable)

(K) RECORD RETENTION:

Documentation supporting certifications and test reports shall be maintained by the Supplier for a period of not less than fifteen years.

(L)

NAFTA CERTIFICATE:

A NAFTA Certificate is required if the purchased component or its packaging contains wood or a wood by-product.

(M) Supplier shall notify CTS of nonconforming processes, products, or services and obtain CTS's approval for nonconforming product disposition. Supplier shall notify CTS of changes in process, products, or services, changes of suppliers, changes of manufacturing facility location and obtain CTS's approval prior to delivering products or services.

Supplier shall notify CTS of any suspension and changes to ISO9001 and or AS9100 certification.

(O) CTS requires that all conflict minerals (3TG) be sourced from DRC-Conflict Free smelters who due diligence practices have been validated by an independent 3rd party audit program.

(P) External Provider will use competent personnel to fulfill purchase orders and when required, CTS will provide all Qualification requirements for Personnel through the purchase order notes.

(Q) CTS control and monitoring of vendor performance includes:

- On time delivery Performance
- Quality (meeting requirements) of delivered products and services
- Accuracy of supplied documentation
- Completion of documentation requirements (identified on PO)

(R) External Providers must use a C=0 sampling plan for product acceptance

(S) Supplier agrees to communicate to employees and sub-tier suppliers the importance of their contribution to product or service conformity, Product safety, and the importance of ethical behavior

(T) Supplier agrees to use Customer designated or approved external providers, Including Process sources (e.g., Special processes)

## Q2 CALIBRATION SYSTEMS:

Supplier must have an equipment calibration system that complies with ISO/IEC 17025. If any tool is received in an out-of-calibration condition, the supplier must report the condition and include measurement data showing the conditions.

Q3 TEST REPORT:

Supplier to supply a test report listing the results of tests to the specifications & requirements.

Q4 CERTIFICATION OF ANALYSIS (C of A):

A copy of actual Physical and/or chemical test reports for each lot, batch or heat are required with each delivery of the material covered by this Purchase Order. These reports shall be validated and signed by an Authorized Representative of the Supplier's Quality Department.

Q5 RoHS COMPLIANCE:

Material supplied to this contract must be compliant with European Union Directive 2011/65/EU

Q6 DFARS COMPLIANT:

CTS, as a sub-tier supplier to various agencies of the US government, is required to flow down this clause. By accepting this order, you are ensuring your compliance to the clause and are accepting the responsibility to flow this requirement down to your sub-tier suppliers. All material supplied under this contract must comply with DFARS clause 252,225-7014, Preference for Domestic Specialty Metals, Alt 1.

Q7 NON-REACH COMPLIANT

Material supplied under this contract are NOT required to meet the material requirements of Annex XIV of the REACH regulation (EC No. 1907/2006). And are excluded of clause 1(I) here in

Q8 CTS VERIFICATION OF PRODUCT AT SUBCONTRACTOR'S PREMISES

CTS inspection/acceptance is required on this order. The supplier's responsible Quality Assurance Representative shall notify CTS five (5) working days prior to start of final acceptance test or inspection to allow for scheduling of a CTS Quality Representative to be in attendance.

Q9 Red Plague

Suppliers should take all steps necessary to prevent and detect the formation of corrosion (Red Plague) on wires per SAE ARP6400. This shall be flowed down to all sub-tier suppliers as applicable.

Q10 Manned Space Flight Awareness

For use in Manned Space Flight. Materials, manufacturing and workmanship of the Highest Quality Standards are essential to Astronaut safety. If you are able to supply the desired items with a quality which is higher than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of the purchaser. This clause shall be inserted in all subcontracts and purchase orders for such items down to the lowest tier.

1. OFFER AND ACCEPTANCE; ENTIRE AGREEMENT: Each purchase order or revision thereof ("Order") issued by CTS Corporation and/or its applicable affiliate(s) named thereon ("Buyer") is an offer by Buyer to the seller and/or its applicable affiliate(s) named thereon ("Seller") for the purchase of goods ("Goods") and/or services ("Services") described therein and is governed by and subject in all respects to these Purchase Order Terms and Conditions ("Terms") exclusively, and together with any attachments or items incorporated by reference (including, without limitation, any specifications, drawings, quality requirements or any other requirements of Buyer or Buyer's customers ("Customers")), and any supplier manual or other policies of Buyer provided or otherwise made available to Seller (collectively, "Purchasing Documents"), constitute the complete and exclusive agreement between Buyer and Seller ("Agreement"). Any of the following acts by Seller shall constitute Seller's acceptance of the Agreement, including, without limitation, these Terms, in its entirety: (a) accepting or otherwise acknowledging the Order; (b) commencing work on the Goods or otherwise initiating performance of any portion of the Services; (c) initiating shipment of the Goods; (d) by other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Goods and/or Services; or (e) failure to object in writing to the Order within five (5) business days of issuance. For avoidance of doubt, a signed acceptance of the Order is not required. Any objection by Seller to the Agreement, including, without limitation, these Terms, are deemed waived by Seller upon the occurrence of any one (1) or more of the conditions described in (a) through (e) above absent Buyer's express written agreement to amend or otherwise modify the Agreement. Acceptance of the Order is strictly limited to and conditional upon Seller's acceptance of the Agreement, including, without limitation, these Terms exclusively. Any proposal by Seller to include additional or different terms or any purported attempt by Seller to vary any of the terms and conditions of the Agreement, including, without

limitation, these Terms, whether in Seller's proposal, quotation, acknowledgement, invoice, warranty statement or otherwise, shall be deemed void and Buyer hereby expressly objects and rejects such additional, different or varied terms and conditions; provided, however, that such proposal or attempted variance shall not be deemed a rejection of or counteroffer to the Order by Seller. The Agreement constitutes the entire agreement between Buyer and Seller, and no prior offers, proposals, quotations, statements, forecasts, courses of dealing, usage or trade shall be part of the Agreement; provided, however, for avoidance of doubt, any award letter, source letter, nomination letter or similar document issued or signed by an authorized representative of Buyer relating to the Goods and/or Services will continue to apply after the Order has been issued as modified thereby (with any conflict between such earlier award letter, source letter, nomination letter or similar document and the Order being governed and controlled by the Order). In the event the Order is determined by a court of last resort to comprise any acceptance of a prior offer by Seller, such acceptance is strictly limited to the terms and conditions set forth herein.

2. ORDER DURATION: Subject in all respects to Buyer's termination rights, the Agreement is binding on the parties for (a) the length of the applicable original equipment manufacturer vehicle or other program production life for which Buyer anticipates incorporating the Goods or Services, (b) such alternate duration expressly set forth on the face of the Order, or (c) one (1) year from the date the Order is issued if the Goods or Services are not associated (directly or indirectly) with one (1) or more applicable original equipment manufacturer vehicle or other programs, automatically renewing for successive one (1) year periods thereafter unless Buyer provides written notice to Seller of its desire not to renew (and thereafter, Seller shall reasonably cooperate with Buyer to secure an alternate source of supply acceptable to Buyer and to otherwise ensure an orderly transition of supply pursuant to paragraph 17 below). Seller's obligations with respect to service and replacement Goods, including those under paragraph 14 2 below, will survive expiration or termination of the Agreement. Seller acknowledges and assumes the risk of the original equipment manufacturer vehicle or other program production life, as applicable, being delayed, suspended, cancelled or extended, and agrees to supply according to any applicable program life changes.

3. DELIVERY; ORDER QUANTITY: Time and quantity are of the essence in Seller's performance of the Agreement. Seller shall deliver the Goods and perform the Services strictly in accordance with the quantities, schedules, and other requirements specified in the Agreement, including, without limitation, delivering one hundred percent (100%) of the quantities requested on the delivery dates specified by Buyer. Seller shall immediately notify Buyer in writing if Seller is or may be unable to deliver the Goods or perform the Services in the quantities and on the dates and times specified in the Order. Buyer may change the rate of scheduled deliveries or performance or direct temporary suspension of the same, neither of which entitles Seller to any price modifications. Buyer is not obligated to accept early or late deliveries or performances, or partial or excess deliveries or performances. Risk of loss or damage and responsibility for the storage, maintenance, insurance, and return of any rejected deliveries shall be borne solely by Seller. Without

otherwise limiting Buyer's rights and remedies, if conforming Goods are not delivered or conforming Services are not performed at the agreed upon time: (a) any liabilities, damages and costs incurred by Buyer and/or its Customers, including, without limitation, all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage or replacements shall be Seller's responsibility and paid or otherwise reimbursed to Buyer on demand; and (b) Buyer may, at its option, terminate the Agreement or all or any portion of the Order without liability and reject any Goods or Services previously delivered or performed (even if initially accepted by Buyer). No act of Buyer, including acceptance of early, late, partial or excess deliveries or performance, shall act as a waiver of Buyer's rights under this paragraph. Unless otherwise agreed in writing by Buyer or specified on the face of the Order, all deliveries of Goods under the Agreement shall be DDP Buyer's facility (Incoterms 2020) and title to the goods shall pass to Buyer at the delivery point but, notwithstanding anything to the contrary, risk of loss or damage shall not pass to Buyer until such Goods are finally accepted by Buyer. If a specific quantity is not specified on the face of the Order, or if the face of the Order specifies the quantity as zero, "blanket," "see release," "as scheduled," "as directed," "as requested," "subject to Buyer's releases" or any similar descriptors, then the Order shall be deemed a requirements contract, and Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller up to one hundred percent (100%) of Buyer's applicable facility's requirements for the Goods or Services in such quantities as are specifically identified by Buyer as firm orders in Buyer's releases, authorizations, manifests or other similar instructions issued or otherwise made available to Seller. For avoidance of doubt, each such release, authorization, manifest or other similar instruction issued or otherwise made available to Seller shall be deemed part of, and shall be governed by and subject in all respects to, the Agreement (including, without limitation, these Terms).

4. FORECASTS: Estimates, forecasts or projections of anticipated requirements for Goods and Services or program lengths provided by Buyer, if any, are provided for informational purposes only and are subject to change for any variety of internal and external factors within and outside Buyer's control. Buyer makes no representation, warranty, express or implied, including, without limitation, as to the accuracy or completeness of any such estimates, forecasts or projections provided by Buyer to Seller from time to time. No such estimate, forecast or projection shall be deemed or otherwise construed as any form of commitment of Buyer or otherwise binding on Buyer in any respect.

5. LABELING, PACKAGING, AND SHIPPING: All Goods shall be suitably prepared for 3 shipment and must be labeled, packed, routed, and shipped in accordance with Buyer's instructions and specifications as provided from time to time, and otherwise in compliance with applicable law. To the extent labeling, packaging, routing, and shipping requirements are not provided by Buyer, Seller shall pack, label, route, and ship the Goods in accordance with sound commercial practices and otherwise in a manner that will ensure that the Goods are adequately protected against damage and deterioration in transit. Seller will promptly provide Buyer all necessary papers with each shipment as required by applicable law, and

any additional papers required to communicate the (a) applicable Order or release number, (b) Buyer and seller part numbers, (c) number of units, boxes, pallets, and containers in the shipment, (d) Seller's name and contact information, and (e) bill of lading number. Seller will pay all premium freight costs over normal freight costs as necessary to meet Buyer's required delivery dates due to Seller's acts or omissions or any issues with Seller's operations or supply chain. Seller shall take all necessary steps to ensure the accurate and timely delivery and receipt of planning and shipping releases between Seller and Buyer, including, without limitation, by adhering to applicable TS 16949 requirements, the globally recognized quality management standard developed by the International Automotive Task Force for the automotive industry. Seller is also obligated to send advance shipment notifications electronically at the time of shipment in accordance with Buyer's instruction. Without otherwise limiting Buyer's rights and remedies, Seller shall reimburse Buyer on demand for any liabilities, damages and costs incurred as a result of Seller's improper packing, labeling, routing or shipping or any other non-compliance with this paragraph, including, without limitation, all costs related to expedited or special transportation, manufacturing shutdowns, interruptions, reduced line-speeds or other delays in production, costs of inspection, sorting, storage, rework, repair or replacements.

6. CHANGES BY BUYER: Buyer reserves the right at any time, by delivery of notice to Seller, to change or cause Seller to change the Goods or Services, including, without limitation, changes to (a) applicable specifications, drawings, processing, methods of manufacturing, packing or shipping, approved sub-suppliers, (b) the place, date or time of delivery, or (c) any inspection, testing or quality control requirements, or any other changes to the applicable scope of work. Seller agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Order unless, within ten (10) days of Buyer's issuance of such notice, Seller notifies Buyer in writing of any impact on the price or time for delivery or performance and a detailed claim for any requested adjustment(s) thereto (together with supporting information and related documentation). If after reviewing such claim and request, Buyer determines in its sole judgment that an adjustment is warranted, the parties will discuss an equitable adjustment taking into consideration any adjustments received by Buyer from its Customer; provided, however, any such adjustment shall only be considered if and to the extent the underlying change is the sole and direct result of a requirement of Buyer. No price increase shall take effect unless and until an Order revision is issued by Buyer to Seller, and Seller shall permit Buyer to audit all relevant Seller records and facilities to verify Buyer's claim and request. For avoidance of doubt, if Seller fails to respond within ten (10) days of Buyer's issuance of a change notice, Seller shall be deemed to have accepted Buyer's changes with no adjustment on the price or time for delivery or performance.

7. CHANGES BY SELLER: Seller shall make no changes to the manufacture of Goods or performance of Services, including, without limitation, any changes in manufacturing or assembly processes or procedures, specifications, designs, materials, internal or external finishes, fitments, forms or functions, location of manufacturing facilities, or personnel performing Services, without Buyer's prior written consent. If Seller proposes a change,

Seller shall notify Buyer in writing at least one hundred twenty (120) days prior to the proposed date of implementation together with all necessary information and documentation so as to permit Buyer to fully assess the proposed change. Seller shall provide, at Seller's sole cost, any samples and additional information, testing or other data requested by Buyer at the times and in the form requested by Buyer. In connection with and prior to implementation of any such change request approved by Buyer in writing, Buyer may condition its approval on and otherwise require, among any other requirements demanded of Seller, that (a) adjustments be made to the price or time for delivery or performance of Goods and Services and (b) Seller, at Seller's sole cost, prepare a safety stock of Goods satisfactory to Buyer. No changes may be made by Seller other than in accordance herewith.

8. PAYMENT: Payment terms are net sixty (60) days from the date of an accepted, valid invoice (in a form and containing such information as Buyer may require). Payment may be made electronically or by check on or before the due date unless otherwise specified by Buyer in writing. Notwithstanding the foregoing, payments may be withheld pending Buyer's receipt of satisfactory evidence that the Goods and Services were delivered or performed, as applicable, absent any liens, claims or encumbrances. If no currency is specified on the face of the Order, payment will be made in the local currency of Buyer's receiving facility. All amounts due Seller or its affiliates shall be considered net of indebtedness or obligations of Seller and its affiliates to Buyer and its affiliates, and Buyer and its affiliates may set off against any amounts due or to become due to Seller or its affiliates from Buyer or its affiliates however and whenever arising and without notice. If any obligations of Seller or its affiliates to Buyer or its affiliates are disputed, contingent or unliquidated, including, without limitation, any claims by Buyer's Customers before final determination of cause, Buyer may defer payment of such amounts until such claims are finally resolved (as determined by Buyer in its sole discretion). In the event a Customer fails to pay Buyer for items or services incorporating or using the Goods or Services or debits, sets off or otherwise recaptures any amounts due or previously paid to Buyer for items or services incorporating or using the Goods or Services, Buyer may, in its sole discretion, either: (a) assign to Seller the right to collect such amounts from such Customer, in whole or in part, and Seller agrees to accept such assignment as payment for any amounts due from Buyer to Seller on a dollar for dollar basis; or (b) set off against any amounts due or to become due to Seller or its affiliates from Buyer or its affiliates, or debit any amount previously paid by Buyer to Seller for such Goods and Services, in each case on a dollar for dollar basis as determined by Buyer in its sole discretion.

9. PRICE: Seller shall not invoice Buyer for Goods or Services at prices higher than stated in the Order, which prices are complete and include all customs expenses, duties, tariffs, and taxes (other than U.S. sales and use tax chargeable to Buyer), storage, detention, handling, preparation, packaging, boxing, crating, cartage, transportation, insurance, setup, and all other known or unknown direct and indirect Seller costs. No surcharges, premiums or other additional charges of any type may be added to such stated prices without Buyer's express written consent. Prices are not subject to increase and Seller expressly assumes the risk of

the occurrence or non-occurrence of any events (foreseeable or otherwise) that may affect prices or Seller's costs, including, without limitation, volume fluctuations, foreign exchange rates, raw material cost increases, inflation, labor, utility and other production and supply costs, governmental acts (including, without limitation, tariffs), and any other event which may impact the price or availability of materials, supplies, services or labor. Seller acknowledges and agrees that all prices for automotive Goods or Services are subject to an automatic annual three percent (3%) year-over-year cost reduction and that all such prices shall be automatically reduced by such amount on or before January 1 of the year following current-model launch and each year thereafter, whether or not Buyer issues a revised Order. Seller shall be automatically deemed to have accepted such revised Order if and when issued, but in no event shall Seller invoice or otherwise attempt to collect from Buyer any price other than the applicable reduced 5 price. Seller represents and warrants that the prices charged for the Goods and Services do and shall not exceed the prices charged by Seller to any other customer for similar quantities of like goods or services under similar delivery requirements. Seller shall ensure that the Goods and Services remain competitive in price, technology, service, and quality to other similar goods and services available to Buyer (whether through outside, in-house or affiliate sources). If a competitor to Seller offers goods or services substantially similar to the Goods or Services that are of better value, technology or quality, then within fifteen (15) days of Buyer's demand, Seller shall meet or exceed such competitive offer. Should Seller fail to timely issue its revised offer, Buyer is authorized to revise the Order, as applicable, and Seller shall be automatically deemed to have accepted such revised Order.

10. CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of Buyer, including, without limitation, specifications, samples, patterns, designs, plans, drawings, documents, data, hardware, software, material formulations and compositions, manufacturing processes and methods, business operations, customer or supplier lists, pricing, discounts or rebates, disclosed or otherwise made available by Buyer or its agents to Seller, and any representations, compilations, analysis, and summaries of the foregoing, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, or observed or otherwise learned, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement shall be held by Seller in strict confidence and used solely for the purpose of doing business with Buyer pursuant to the Agreement, and may not be otherwise used, disclosed or copied by Seller unless authorized in advance by Buyer in writing. Seller shall restrict access to and limit disclosure of Buyer's confidential information to only those of Seller's employees, directors, officers, managers, and advisors with a need to know the information to accomplish the purpose of the Agreement, provided that they have been instructed and are bound in writing not to disclose the confidential information or use it for any purpose other than as permitted under the Agreement; and provided further that Seller shall at all times remain fully liable to Buyer for any act or omission by such persons that would constitute a breach of the Agreement if taken or not taken by Seller. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer and promptly and securely destroy (with written certification thereof) any compositions, summaries or other

embodiments thereof. Buyer shall be entitled to injunctive relief for any violation of this paragraph. The obligations of non-use and confidentiality set forth in this paragraph do not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure as evidenced by Seller's written records; or (c) rightfully obtained by Seller on a non-confidential basis from a third party as evidenced by Seller's written records. The obligations contained in this paragraph shall not prevent Seller from disclosing Buyer's confidential information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Seller provides Buyer prompt written notice of such requirement so as to permit Buyer to seek an appropriate protective order to prevent disclosure of all or part of such confidential information and Seller reasonably cooperates with Buyer in obtaining such protective order, and provided further that Seller will disclose only that portion of the confidential information that Seller is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such confidential information. Without limiting the foregoing, Seller will not advertise, publish or disclose to any third party (other than to Seller's professional advisors, on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to sell Buyer the Goods and Services covered by the Order or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials. For the avoidance of doubt, Seller's obligations under this paragraph shall survive any expiration or termination of the Agreement. No commercial, financial or technical information disclosed or otherwise made available in any manner or at any time by Seller to Buyer in connection with the Agreement (including any such disclosures predating the Agreement) shall be deemed to be confidential or proprietary information, and Seller shall have no rights against Buyer with respect to any use or disclosure of such information.

11. INDEMNIFICATION: To the fullest extent permitted by applicable law, Seller will defend, indemnify, and hold harmless Buyer, its affiliates and Customers, and the direct and indirect users of the goods and services sold by Buyer, and each of their respective equity holders, employees, directors, officers, managers, and advisors, affiliates, agents, customers, invitees, successors, and assigns from and against all liabilities, claims, demands, losses, costs, damages and expenses (including, without limitation, attorneys' and other professional fees) of any nature or kind (including, without limitation, special, incidental, consequential, indirect, personal injury, death, and property damages, anticipated or lost profits, any voluntary or involuntary recall or other Customer field service action costs, costs allocated under a Customer warranty allocation program, production delay, stoppage or interruption costs, inspection, handling and reworking charges, settlements and judgments, and other costs associated with Buyer's administrative time, labor, and materials) arising out of or resulting from: (a) any nonconforming or otherwise defective Goods or Services; (b) any negligent or wrongful act or omission of Seller or its representatives; (c) any breach or failure by Seller or its representatives to comply with any of the terms and conditions of the Agreement (including, without limitation, these Terms), including, without limitation, any breach of Seller's representations, warranties or covenants; (d) any actual or claimed infringement of patent, trademark, copyright rights, misappropriation of trade secrets, or

any other claim relating to intellectual property of a third party, or any breach of confidentiality; or (e) any actual or alleged noncompliance by Seller or its representatives with applicable laws, regulations, rules, codes, ordinances, orders, and standards of the jurisdictions in which the Goods or the Services, and the products and services containing the Goods and Services, are to be consumed, used, sold, and performed, including, without limitation, any alleged violation of California's Proposition 65 or Seller's failure to disclose the presence of any chemical listed under California's Proposition 65 in Goods or Services provided to Buyer. Buyer may defend, or participate in the defense of (at Seller's sole cost), any claim brought by any third party entitling Buyer to indemnification under this paragraph. Seller agrees that Buyer's action to defend such claims (or participate in such defense) is in the interest of both Buyer and Seller and is done to mitigate damages. Seller waives the right to argue that Buyer's defense of such claims in any way limits Buyer's right to seek indemnity from Seller or assert a claim against Seller. Seller's obligation to provide indemnification as described in this paragraph shall apply regardless of whether any claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

12. WARRANTY: Seller expressly warrants to Buyer, Buyer's Customers, and the direct and indirect users of the goods and services sold by Buyer that the Goods and Services shall: (a) strictly conform to all final specifications, drawings, samples, and other descriptions furnished, specified, approved or otherwise adopted by Buyer; (b) strictly comply with all applicable laws, regulations, rules, codes, ordinances, orders, and standards of the jurisdictions in which the Goods and Services, and the products and services containing the Goods and Services, originate or are to be consumed, used, sold, or performed; (c) be merchantable; (d) be free from any defects in design, to the extent furnished by Seller or any of its subcontractors or suppliers, even if the design has been approved by Buyer; (e) be manufactured entirely of new materials and free from any defects in materials and workmanship; (f) be fit, sufficient, and suitable for the particular purpose for which the Goods or the Services are intended, including, without limitation and as applicable, the specified performance in the component, system, subsystem or end- 7 product location and the environment in which they are or may reasonably be expected to perform; (g) not and do not infringe, misappropriate, dilute or otherwise violate any patent, trademark, copyright or other intellectual property of any third party; and (h) at the time of physical delivery, be conveyed to Buyer with good title, free of all liens, claims, and encumbrances whatsoever. Seller acknowledges and agrees that it knows the particular purpose for which the Goods and Services are intended. For avoidance of doubt, Buyer's provision or approval of designs, drawings or other documentation does not release Seller from any liability. The warranty period shall be that provided by applicable law, except that if Buyer is obligated to provide a longer warranty period to or otherwise by its Customer, such longer period shall apply, and in no event shall such warranty period be shorter than sixty (60) months from Buyer's final acceptance of the applicable Goods or Services; provided, however, notwithstanding the foregoing warranty periods, upon the occurrence of any serial defects in Goods or Services, the warranty period shall continue indefinitely. The warranties provided in this paragraph are in addition to all other warranties available under applicable law, and all such warranties shall survive inspection, testing, audit, review, acceptance, use

or incorporation of the Goods and Services by Buyer. Seller shall promptly repair, replace, substitute, refund or credit nonconforming Goods or Services upon written notice in Buyer's sole discretion and at Seller's sole cost, without limiting or affecting Buyer's other rights or remedies, and the warranties provided in this paragraph shall likewise apply to such repaired, replaced or substituted Goods and Services. All nonconforming Goods and Services shall be held at Seller's risk and sole cost.

13. REMEDIES: The rights and remedies reserved to Buyer herein are cumulative with and in addition to all other legal or equitable remedies available to Buyer under the Agreement (including, without limitation, these Terms) or applicable law. Without otherwise limiting such rights and remedies, Buyer may, at its option, (a) return nonconforming Goods or Services to Seller, at Seller's risk and expense, and require Seller, also at Buyer's option, either to give Buyer full credit against the price otherwise chargeable or immediate refund of all amounts paid, or promptly repair or replace the Goods or perform the Services again at Seller's risk and expense; (b) retain the Goods and Services and set off losses against any amount due Seller or its affiliates by Buyer or its affiliates; or (c) repair or replace the Goods and Services and charge Seller with all direct and indirect expenses arising therefrom. In addition to Buyer's rights and remedies set out herein, for avoidance of doubt, Buyer has all of the other rights and remedies that the law gives to buyers, including the right to recover special, incidental, consequential, indirect or other damages resulting from any breach by Seller, including, without limitation, any costs, expenses, and losses incurred directly or indirectly by Buyer or its Customers (including, without limitation, the costs of inspection, sorting, storage, rework, repair, replacement, voluntary or involuntary recall or other corrective service actions, and any personal injury, death or property damage caused by such breach or any nonconforming Goods or Services). Without otherwise limiting any right of reimbursement, refund, credit, set off or other manner of recoupment available to Buyer or its affiliates, including, without limitation, under this paragraph or paragraphs 3, 5, 8, 12, 20 or 27, Buyer shall have the right, without prior notice, to debit any amounts owing to Buyer or its affiliates resulting from any breach by Seller of any of Seller's obligations under the Agreement as determined by Buyer in its sole discretion. Seller shall notify Buyer in writing of any good faith dispute with any debit within ten (10) days from the date of the debit or shall be deemed to have waived all rights to dispute such debit. The parties shall seek to resolve any debit-related disputes expeditiously and in good faith, provided that Seller shall continue performing its obligations during any such dispute. No delay by Buyer in exercising any of Buyer's rights or remedies shall be deemed a waiver of, or otherwise diminish or affect, such right or remedy. In any action brought by Buyer to enforce Seller's obligations in connection 8 herewith, Seller acknowledges and agrees that monetary damages are not a sufficient remedy, and Buyer shall be entitled to specific performance and injunctive equitable relief as a remedy for any breach (without the necessity of showing damages or posting bond), plus recovery of Buyer's actual attorneys' fees and other professional fees. Buyer shall have the full statutory period of limitations to bring any action arising out of Buyer's agreement with Seller. Without limiting the foregoing, a reasonable time for Buyer to notify Seller of any breach is not less than two (2) years from when Buyer discovers the breach. BUYER SHALL NOT BE LIABLE TO SELLER, UNDER ANY

CIRCUMSTANCES, FOR ANTICIPATED OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND.

14. SERVICE AND REPLACEMENT PARTS: During the production period and for (a) fifteen (15) years after the applicable original equipment manufacturer vehicle program ceases production (i.e., end of program life) or (b) ten (10) years after any non-automotive program ceases production, Seller hereby agrees to sell to Buyer or its designee one hundred percent (100%) of Buyer's service and replacement requirements for the Goods, including, without limitation, component parts and materials, at the prices set forth in the Order (or applicable portion thereof as described in the next sentence) plus any reasonable and actual cost differential for specialized packaging as approved by Buyer. If Goods are systems or modules or otherwise component based, Seller shall sell each module, component or part at a price that does not, in the aggregate, exceed the complete Good price specified in the Order, less applicable assembly costs. Seller shall make service literature and other materials available to Buyer if a form requested by Buyer (including, without limitation, electronically) upon request from time to time at Seller's sole cost. Seller's obligation with respect to service and replacement requirements shall survive any expiration or termination of the Agreement and shall be made pursuant to the Agreement (including, without limitation, these Terms) as if no expiration or termination occurred.

15. TERMINATION BY BUYER FOR CONVENIENCE: Buyer may terminate the Agreement or all or any part of the Order at any time and for any reason (or no reason) in its sole discretion by giving at least fifteen (15) days written notice to Seller. Unless otherwise directed by Buyer in writing, effective upon such termination, Seller will: (a) promptly terminate all work relating to the Order; (b) deliver to Buyer all finished Goods reasonably held by Seller not in excess of Buyer's firm releases; (c) deliver to Buyer all work-in-process incorporating Buyer's intellectual property and raw materials that cannot be consumed by Seller for other customers within one (1) year, provided in each case such work-in-process and raw materials were ordered in accordance with Buyer's firm releases; and (d) cooperate with Buyer and its business partners as requested to transfer the provision of the Goods or Services to the person(s) designated by Buyer as further described in paragraph 17 below. In connection with such termination, Buyer shall pay Seller only: (i) the price for all conforming finished Goods actually delivered to and accepted by Buyer; and (ii) the reasonable cost of usable work-in-process and raw materials described in (c) above that are actually delivered to and accepted by Buyer, in each case as determined by Buyer in its sole discretion. Buyer's payment obligations upon termination shall in no event exceed the amount that would have otherwise been due Seller had no termination occurred, and are contingent in all respects on Seller submitting a claim for such amounts, if any, within thirty (30) days of termination.

16. TERMINATION BY FOR CAUSE: Buyer may immediately terminate the Agreement or all or any part of the Order, without liability to Seller and without prior notice, if Seller: (a) breaches, threatens to breach or repudiates any of the terms and conditions of the Agreement (including, without limitation, these Terms), including any failure to timely

deliver or perform in full; (b) fails to promptly (in no event later than three (3) business days) and adequately respond to a demand for adequate assurance; (c) fails to demonstrate progress or to meet applicable quality requirements so as to endanger timely and proper completion or delivery of Goods or completion of Services and, in any such case, Seller does not cure or correct such failure to Buyer's satisfaction (in its sole discretion) within ten (10) days (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after Buyer's delivery of written notice specifying such failure; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods or the performance of Services or a material change in the direct or indirect ownership or control of Seller (including control of more than twenty-five percent (25%) of Seller's equity interests), any merger or consolidation directly or indirectly involving Seller, or any other substantial change in Seller's organization (each, a "Change of Control"); (e) fails to remain competitive with respect to quality, technology, delivery, service or pricing of the Goods; or (f) undergoes an event of the insolvency, bankruptcy, reorganization, receivership or liquidation, makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course, or permits a receiver to be appointed in respect of Seller's property. In the event any termination made pursuant to this paragraph is later held by a court of last resort to have lacked cause as described in this paragraph or otherwise, the parties acknowledge and agree that such termination shall be automatically deemed a termination for convenience pursuant to paragraph 15 above. Seller may terminate the Order only for non-payment by Buyer and then only if (i) the amounts are material in amount and more than sixty (60) days past due, (ii) Seller first delivers to Buyer written notice specifying (A) the amounts which are past due (together with the relevant order or release number(s) and invoices number(s)) and (B) Seller's intent to terminate the Order if the past due amount is not paid, and (C), within thirty (30) days of Buyer's actual receipt of such notice, Buyer does not either pay the past due amounts or notify Seller that the amounts claimed are disputed.

17. TRANSITION SUPPORT: In connection with any expiration or termination of the Agreement or all or any part of the Order, Seller will cooperate with Buyer and its business partners as requested to transition the provision of Goods and Services to the person(s) designated by Buyer (or to Buyer itself), at no additional cost to Buyer, including, without limitation, by: (a) continuing production, delivery, and performance of all Goods and Services as directed by Buyer in accordance with the Order, without premium or other condition, as if the expiration or termination had not occurred, during the entire period required by Buyer to complete an orderly transition (as determined by Buyer in its sole discretion) and ensure there is no interruption to Buyer's ability to obtain the Goods and Services as needed in connection with Buyer's or its Customers' operations; (b) promptly providing all requested information and documentation regarding Seller's operations and access to Seller's facilities where Goods are manufactured or Services are performed; and (c) providing accommodations for special manufacturing or performance capacity and other transition support services as required by Buyer.

18. CUSTOMER REQUIREMENTS: Where Goods or Services will be sold, or otherwise incorporated into goods or services that will be sold, directly or indirectly to an original equipment manufacturer, Seller shall take all necessary actions, provide all necessary information, comply with all applicable requirements, and do all other things as Buyer deems necessary or desirable and within Seller's control to enable Buyer to meet Buyer's obligations under the terms and conditions of any nomination letter, award, purchase order, release, supply agreement or other document or contractual obligation of any kind (collectively, "OE Terms") directly or indirectly applicable to Buyer or its Customers from time to time in respect of Buyer's direct or indirect supply of Goods or Services to such original equipment manufacturer or Customer, including, without limitation, any obligations relating to: delivery, packaging and labeling, warranties, remedies, indemnification, intellectual property rights, inspections and 10 audits, and replacement and service parts. Buyer may, from time to time, in its sole discretion, provide Seller with information regarding OE Terms that may be applicable to Seller pursuant to this paragraph, but, in any event, Seller shall be at all times solely responsible for ascertaining the OE Terms that may affect Seller's obligations hereunder and hereby agrees to be bound by such OE Terms as if they applied directly to Seller. In the event of any conflict between applicable OE Terms and the Agreement, Buyer retains the exclusive right in its sole discretion to have all or any such OE Terms prevail to the extent necessary or desirable to resolve any actual or preserved conflict between such OE Terms and the Agreement. In addition to any other rights or remedies available to Buyer, if Buyer's Customer directed, recommended or otherwise requested that Seller be the vendor for the Goods or Services: (a) Buyer will pay Seller only after and to the extent of, and in proportion to, Buyer's actual receipt of payment from such Customer for those items into which such Goods and Services are incorporated; and (b) Buyer shall extend, and Seller shall accept such extension of, applicable pay terms to the same extent Buyer's pay terms with such Customer are adjusted from time to time.

19. INTELLECTUAL PROPERTY: Seller hereby grants to Buyer, its affiliates, agents, and Customers, and each of their subcontractors an irrevocable, non-exclusive, worldwide license to use any intellectual property used in the manufacture of the Goods or relating to the Services to make, have made, use, sell and exploit the Goods and Services. The foregoing license to make or have made may be exercised only upon the transition of supply pursuant to paragraph 17 above to Buyer or the person(s) designated by Buyer and is subject to Buyer's payment of a reasonable royalty (as determined in Buyer's sole discretion) with respect to any of Seller's intellectual property protected by a currently issued valid U.S. patent and used in the manufacture of the Goods or the provision of Services except to the extent such transition of supply occurs as a result of Buyer's termination for cause, in which case such license shall be royalty free. Seller hereby further grants to Buyer a permanent, paid-up, irrevocable, nonexclusive, worldwide license to use, repair, modify, and sell any software incorporated in the Goods or Services in conjunction with the use, sale or any other exploitation thereof, and all works of authorship, including, without limitation, any software, computer programs, and databases, and all enhancements, modifications, and updates thereto, and all other written work products or materials, which are created in the

course of performing the Agreement, separately or as part of any Goods or Services, shall be deemed "works made for hire" and shall be Buyer's sole property. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller hereby assigns to Buyer all right, title, and interest in any intellectual property rights in such works of authorship. If such assignment is not possible under any applicable law, Seller grants an irrevocable, exclusive, world-wide, royalty-free license to Buyer with respect to such works of authorship. Upon Buyer's request, Seller agrees to provide all documents and other information necessary for Buyer's (or its designee's) use of such intellectual property. Seller will provide Buyer (on a non-confidential basis) all technical information requested by Buyer from time to time relating to the Goods and Services which is necessary or useful to Buyer's every use of the Goods and Services, including, without limitation, with respect to the manufacture, design, and performance of such Goods and Services, and any drawings, engineering validations, qualifications, applications, and compliance or other testing. Seller will not assert and hereby irrevocably waives any claim against Buyer, Buyer's Customers, and Buyer's designees with respect to any information, including technical information, used, disclosed or otherwise made available by Seller in connection with the provision of Goods and Services under the Agreement, excluding valid claims of infringement concerning patented intellectual property not licensed pursuant to this paragraph. Seller hereby irrevocably authorizes Buyer, its affiliates, agents, and Customers, and each of their subcontractors to repair, reconstruct or rebuild the Goods delivered under this 11 Contract without payment of any royalty or other compensation to Seller. Any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property that results from engineering, consulting or development services paid for separately or as part of the price of purchased Goods and Services shall be Buyer's sole property. Seller hereby assigns all right, title, and interest in and to any such intellectual property to Buyer and will notify Buyer of the existence of such intellectual property and otherwise assist Buyer in every reasonable way to perfect Buyer's right, title, and interest in thereto (including, without limitation, by executing and delivering all additional documents requested by Buyer in connection therewith). Seller shall not manufacture or provide, or offer to manufacture or provide, any goods or services that are based in whole or in part on Buyer's or its affiliates' intellectual property or any derivative thereof, whether for Seller's own purposes (other than in furtherance of Seller's obligations under the Agreement) or any third parties (including, without limitation, Buyer's Customers). The foregoing restriction shall not apply in respect of "off-the-shelf" or "catalogue" goods or services independently developed by Seller and routinely manufactured in each case prior Buyer's issuance of the Order ("Commodity Goods and Services").

**20. INSPECTIONS AND AUDITS:** Seller shall provide proof of inspection of Goods before delivery. All shipments of Goods and performance of Services are subject to inspection and approval at or following delivery or performance, as applicable, by Buyer or its representatives (provided, however, in no event shall inspection be required), and Buyer may reject and refuse acceptance of nonconforming Goods or Services at any time. Seller shall reimburse Buyer for the cost of inspection of rejected Goods and Services. No

inspection, approval, delay or failure to inspect, or failure to discover any defect or nonconformance, shall relieve Seller of any liability or obligations under the Agreement or otherwise impair or waive any right or remedy of Buyer with respect to the Goods or Seller's performance of Services. Rejected Goods may be returned to Seller at Seller's risk and expense. Upon reasonable advanced notice to Seller (of at least twenty-four (24) hours), Buyer and/or its Customers may conduct inspections and audits at Seller's facilities, including, without limitation, reviewing (and making copies) of Seller's books, records, payroll data, receipts, correspondence, and other electronic and non-electronic documents relating to the Goods and Services, Seller's obligations under the Agreement, any payment made to Seller, or any claim made by Buyer or Seller, accessing Seller's relevant personnel, and reviewing Seller's manufacturing, testing, inspection, quality control, and reliability processes and procedures. Seller will preserve information subject to inspection and audit under this paragraph for the longer of eight (8) years or the life of the relevant program plus eight (8) years or, if required by Buyer's Customer or applicable law, such longer applicable period.

21. QUALITY STANDARDS; PPAP: Seller will at all times strictly conform to the quality control standards and inspection systems, as well as related standards, policies, and systems established or required by Buyer or its Customers from time to time. Without limiting the foregoing, Seller agrees to meet or exceed all requirements of industry Production Part Approval Processes ("PPAP") as specified by Buyer and its Customers, and agrees to promptly provide all information and supporting documentation necessary to demonstrate Seller's compliance therewith as requested from time to time by Buyer. Seller will preserve information subject to Buyer's request under this paragraph for the longer of eight (8) years or the life of the relevant program plus eight (8) years or, if required by Buyer's Customer, such longer period.

22. SERVICES; MALICIOUS CODE: If the Agreement covers Services, (a) Seller represents and agrees that it is an independent contractor, and that neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Buyer, and (b) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities, and other 12 items necessary to perform the Services. Seller further represents and warrants such Services shall be performed in accordance with the highest standards of professional and ethical competences and integrity in Seller's industry by individuals with the necessary knowledge, skill, expertise, and training in a diligent, workmanlike, prompt, and professional manner. Seller shall provide reasonable access to the persons performing Services and promptly replace any such person Buyer determines is unfit or unsatisfactory. Seller will promptly notify Buyer if any intellectual property, including, without limitation, discoveries, improvements, inventions, creations, writings, product designs, prototypes, specifications, drawings or other works that Seller conceives, reduces to practice, makes or otherwise creates in connection with the performance of Services, and such intellectual property will constitute deliverables owned by Buyer. Seller will use standard industry best practices to ensure that no malicious code is directly or indirectly provided, delivered or transmitted to Buyer through any Goods, Services, software, hardware or any other mode.

As used herein, "malicious code" means any code which is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of a person's network or computer programs or systems (whether owned, leased, rented or otherwise hosted), or destroy or damage a person's data in an unauthorized manner.

23. WORK ON PREMISES: If performance of Services or delivery or installation of Goods by Seller involves operations by its employees or representatives on the premises of Buyer or its Customer, (a) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all policies in force at the premises, including, without limitation, all fire prevention and safety rules and regulations, and (b) Seller shall keep the premises free from accumulation of waste materials and rubbish caused by its employees or subcontractors and upon completion shall promptly remove all of Seller's equipment and surplus materials.

24. MATERIALS AND EQUIPMENT: Except as otherwise set forth on the face of the Order or as part of the Agreement, Seller shall supply at its own expense all materials, equipment, tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and all related documentation, drawings, specifications, samples, test reports, hardware, software and facilities required to perform the Order (collectively, the "Seller Material"). Seller grants Buyer (or its designee) an irrevocable option to take possession of and title to the Seller Material that is unique and used to manufacture the Goods or perform the Services upon payment of the net book value less any amounts previously paid to Seller for the cost of such Seller Material, except where such Seller Material is primarily used to produce goods or perform services that comprise Commodity Goods and Services. Notwithstanding the foregoing, Seller expressly acknowledges and agrees that all materials, equipment, tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and any special items of a like nature produced or otherwise obtained by Seller in connection with performing Seller's obligations under the Agreement that are furnished to Seller or specifically paid for, in whole or in part, by Buyer ("Tooling") shall be held by Seller on a bailment basis and remain the property of, with both title and the right of possession in, Buyer (or, if applicable, Buyer's Customer) and without limiting any other rights and remedies available to Buyer (or, as applicable, Buyer's Customer). While in Seller's direct or indirect custody or control, all Tooling shall be held at Seller's risk, fully insured by Seller against loss or damage in an amount equal to the replacement cost thereof at Seller's sole cost, conspicuously marked, and used solely in Seller's performance of its obligations under the Agreement. Tooling shall be subject to removal at Buyer's written request at any time without notice. Seller shall not permit any liens, claims or encumbrances to be placed upon any Tooling. 13 Seller shall promptly notify Buyer of the location of Tooling if ever located (even temporarily) at any place other than Seller's approved facility. Seller shall, at Seller's sole cost, maintain the Tooling in good condition and repair, and shall replace any Tooling if, as, and when reasonably required. Buyer does not guarantee the accuracy of, or the

availability or suitability of, the Tooling, and all such Tooling is supplied by Buyer (if at all) "as-is" without any warranty of any kind. Upon expiration or termination of the Agreement or all or any part of an Order, as applicable, Seller shall retain on a bailment basis for Buyer's benefit, at Seller's sole cost, all related Tooling then in Seller's direct or indirect custody or control until Buyer provides further written instruction. Upon receipt of such written instruction, Seller shall, at Seller's cost, prepare the Tooling for shipment and shall deliver it to the specified location(s) specified on the specified dates. All such Tooling shall be returned in no less than the same condition as originally received by Seller, reasonable wear and tear excepted. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER SHALL HAVE NO LIABILITY TO SELLER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO THE TOOLING. BUYER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOOLING, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

25. ADDITIONAL TERMS APPLICABLE TO TOOLING: Tool qualification is contingent upon receipt and approval by Buyer of Seller's PPAP submission package. PPAP requirements, in addition to Buyer's standard PPAP requirements, shall include, without limitation, the following: (a) Special Characteristics List (SCL) dimensions; (b) CPK requirements, which shall be identified on either the Order or in quality documentation supplied with the Order; and (c) Failure Prevention Analysis (FPA) dimensions. Subject in all respects to applicable requirements concerning service and replacement Goods, Tooling life requirements shall be mutually agreed upon as part of the Agreement prior to any Tooling kickoff. Any exceptions to the requirements described herein requires Buyer's and the Tooling manufacturer's prior written agreement. Seller shall issue or cause to be issued progress reports concerning the Tooling development and manufacture to Buyer on a periodic basis as specified by Buyer from time to time in a format mutually agreeable to the parties. Notwithstanding anything to the contrary in paragraph 8 above, payment terms for Tooling are net sixty (60) days from Buyer's final acceptance and approval for the applicable PPAP submission package. No Tooling material or manufacturing process change may be implemented without Buyer's prior written approval. Tooling must be permanently identified as follows: (i) Buyer owned Tooling must be marked "CTS Corporation" or as otherwise directed by Buyer and labeled with the specified Buyer Tool number; and (ii) Buyer's Customer owned Tooling must be marked in accordance with such Customer's requirements and labeled with the specified Customer Tool number. For avoidance of doubt, Seller shall maintain at Seller's sole cost the production capability of Tooling at all times Seller is obligated to sell Buyer service and replacement requirements for the Goods pursuant to paragraph 14 above, including, without limitation, maintaining such Tooling in good condition and repair, and replacing any such Tooling if, as, and when reasonably required.

26. INSURANCE: Seller shall purchase and maintain at all times (in commercially reasonable amounts acceptable to Buyer): (a) commercial general liability coverage in the amount of at

least five million USD (\$5,000,000) or such other amount required by Buyer, including, without limitation, product recall and product liability coverage; (b) worker's compensation coverage at statutory requirements; (c) all risks property coverage including business interruption; (d) professional liability coverage without any cyber exclusion. Each of the forgoing policies must be maintained with a company rated "A- VII" or better by A. M. Best, or reasonable equivalent. At 14 Buyer's request from time to time, Seller shall promptly deliver a Certificate of Insurance identifying Buyer as an additional insured and loss payee. Seller shall cause the applicable insurer to provide thirty (30) days written notice to Buyer prior to cancellation or material changes to applicable policies. Any coverage written on a claims made form must be maintained for three (3) years after expiration or termination of the Agreement. Any such change, modification or cancellation shall not affect Seller's obligation to maintain the required insurance coverage. No coverage required by this paragraph shall in any way apply as a limit to Seller's liability or Buyer's entitlement to recovery.

27. **FORCE MAJEURE:** If either party is unable to perform its obligations under the Agreement as a result of an event or occurrence beyond the reasonable control of such party and without such party's fault or negligence, then any delay or failure to perform under the Agreement that results solely and directly from such event or occurrence will be excused for only so long as such event or occurrence continues so long as the affected party gives written notice of the delay to the other party as soon as practicable after the event or occurrence but in no event more than two (2) days thereafter (together with all information reasonably necessary to understand and verify the same, and an estimate of the duration thereof). Force majeure events and occurrences are strictly limited to fires, floods, natural disasters, acts of war, civil riots, or pandemics or epidemics officially declared by the World Health Organization. During any delay or failure to perform by Seller, Buyer may (a) purchase substitute goods and services from other available sources and reduce its order quantities, with Seller reimbursing Buyer for any additional costs to Buyer for such substitutes and/or (b) have Seller provide substitute goods and services from other available sources as it directs. Without limiting Seller's other obligations under this paragraph, in the event of any supply allocation by Seller in connection with a force majeure event, Seller will give preference to Buyer for all Goods and Services ordered prior to and for the duration of such event until such time as Seller is operating normally. Notwithstanding the foregoing or anything contained herein to the contrary, if Seller fails to promptly (in no event later than three (3) business days of the force majeure event) provide adequate assurances to Buyer in writing that any delay will not exceed thirty (30) days, or in the event any delay lasts more than thirty (30) days, Buyer may terminate the Agreement or all or any part of the Order without any liability to Seller or obligation to purchase undelivered finished Goods, work-in-process or raw materials.

28. **ASSIGNMENT:** Seller may not assign or delegate the Agreement, any portion of work in connection with the Agreement, or any of Seller's rights (including, without limitation, any rights concerning the assignment of receivables) or obligations under the Agreement without Buyer's prior written consent. Any attempted assignment or delegation by Seller in

contravention of this paragraph shall be null and void. A Change of Control shall be deemed an assignment by Seller. The Agreement shall inure to the benefit of the parties' permitted successors and assigns.

29. COMPLIANCE WITH LAWS AND BUYER'S POLICIES: Seller represents and warrants to Buyer and its Customers that the manufacture, delivery, performance, and sale of the Goods and Services shall at all times strictly comply with all applicable laws of the country of origin, manufacture, destination, and use, including without limitation, U.S. laws of extraterritorial application, or which otherwise relate to the manufacture, performance, labeling, transportation, distribution, importation, licensing, approval or certification of the Goods and Services or Seller's operations. Upon Buyer's request from time to time, Seller shall furnish Buyer with specific declarations and certifications of legal compliance and/or otherwise certify in writing its compliance with any or all of the foregoing. Seller shall comply with all applicable domestic and foreign anti-bribery and anti-corruption laws, and other laws governing improper payments, including but not limited to, the requirements of the U.S. Foreign Corrupt Practices Act, the UK 15 Bribery Act of 2010, and any other applicable anti-bribery and anti-corruption laws and regulations in other jurisdictions. Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Seller shall at all times comply with Buyer's Supplier Code of Conduct and each other written or communicated policy of Buyer applicable to Buyer's business partners, including, without limitation, those made available on Buyer's website at <https://www.ctscorp.com/resource-center/policies-and-certifications/> (or any successor website thereto), as each such policy is by Buyer modified from time to time.

30. EXPORT; IMPORT: Without limiting the general compliance with law requirements set forth in paragraph 29 above, Seller is responsible for compliance with all applicable U.S. export international trade control laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, the U.S. Department of State's International Traffic in Arms Regulations, and all economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control. Additionally, to the extent any Goods are to be imported into the U.S., Seller 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 thereof).

31. PROPOSITION 65: Without limiting the general compliance with law requirements set forth in paragraph 29 above, if required by California Health & Safety Code Sections 25249.6 et seq. ("Proposition 65"), Seller shall disclose to Buyer the presence of any chemical listed

under California's Proposition 65 in the Goods or Services and provide Buyer (prior to delivery or performance) with the text of a warning to be provided to Buyer's Customers or any other buyer or consumer of the Goods or Services, as applicable, and otherwise comply with all applicable provisions of Proposition 65 and its implementing regulations with respect to its sales of the Goods.

32. CONFLICT MINERALS: Without limiting the general compliance with law requirements set forth in paragraph 29 above Seller is responsible for complying with the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations ("Act"), Section 1502, which aims to prevent the use of conflict minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo, or an adjoining country, as defined in the Act. Compliance includes, without limitation, the prompt completion of all conflict minerals reports requested by Buyer.

33. NOTICES: Any notice, communication or statement required or permitted to be given under the Agreement shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, by overnight courier service, or by email (with delivery receipt requested), addressed to the address of the party specified on the face of the Order. A copy of any notice to Buyer shall also be delivered to CTS Corporation, 4925 Indiana Avenue, Lisle, IL 60532, USA, Attention: General Counsel (general.counsel@ctscorp.com). 34. GENERAL: The Agreement (including, without limitation, these Terms) contains the entire understanding of the parties relating to the subject matter thereof and is intended as a final expression of the parties' agreement and a complete statement of the terms thereof, and all prior negotiations and proposals between the parties regarding the sale and purchase of Goods and Services are superseded. The Agreement (including, without limitation, these Terms) may 16 only be amended or modified in writing signed by an authorized representative of Buyer; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that Buyer may modify these Terms from time to time by posting revisions to Buyer's website at <https://www.ctscorp.com/resource-center/terms-and-conditions/> (or any successor website thereto) prior to the date when any such modification shall become effective, and such revised Terms shall apply to all order revisions or releases issued on or after the effective date thereof, and Seller further acknowledges and agrees it is responsible to review such Buyer's website periodically. Headings are solely for the purpose of reference, are not part of the agreement of the parties, and shall not in any way affect the meaning or interpretation of the Agreement. Buyer and Seller are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party. In the event of a conflict between the Terms and any other Purchasing Document made part of the Agreement, the applicable Purchasing Document shall control. Buyer's waiver of any breach by Seller shall not be construed as a waiver of any other breach, and no waiver by Buyer shall be effective unless it is in writing. The failure of Buyer to require performance under any provision of the Agreement shall in no way affect Buyer's right to require full

performance at any subsequent time. The validity, interpretation, and enforcement of the Agreement shall be governed by the law of the State of Illinois, U.S.A., without regard to conflicts of law provisions, and the U.N. Convention on Contracts for the International Sales of Goods shall not apply. Seller irrevocably submits and agrees to the exclusive jurisdiction of the state and federal courts sitting in Chicago, Illinois, U.S.A. Seller shall pay Buyer's reasonable attorneys' fees, costs, and expenses incurred in enforcing any provision of the Agreement. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, or otherwise invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties shall substitute the invalid or unenforceable provision with a valid provision that, as closely as possible, achieves the same business purpose as the invalid or unenforceable provision. These Terms shall survive and continue in full force and effect following the expiration or termination of the Agreement.

Effective: July 01 2025