

Sika Automotive Gastonia, Inc.

PURCHASE ORDER TERMS AND CONDITIONS

The purchaser identified on the face of this order, Sika Automotive Gastonia, Inc. ("Sika Automotive") agrees to purchase and Supplier agrees to sell the goods, materials, equipment and machinery ("Goods") and/or provide the services ("Services") described in this purchase order including in any document, drawing or Schedule referred to or incorporated by reference in this purchase order (collectively, the "Order"), subject to the following:

1. Acceptance

This Order shall be deemed to be accepted and shall be a binding contract for the sale of the Goods and/or the provision of the Services upon the first to occur of the following events: Supplier or its agent executing and delivering the acknowledgement copy of this Order to Sika Automotive; Supplier shipping or delivering the Goods to Sika Automotive; or Supplier commencing the performance of the Services.

2. Governing Terms and Conditions

The terms and conditions set forth in this Order shall constitute the sole and exclusive agreement between Sika Automotive and Supplier relating to the subject matter of this Order. Acceptance of this Order is expressly limited to acceptance of the terms and conditions set forth in this Order. Sika Automotive hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by Supplier to Sika Automotive which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of this Order whether such terms or conditions are set forth in Supplier's tender, proposal, order acknowledgement, invoice or otherwise. Sika Automotive's acceptance of the Goods and/or Services shall not be construed as an acceptance of any terms or conditions contained in any such document. If this Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all the terms and conditions set forth in this Order.

3. Modifications and Revisions

No revision or modification of the terms and conditions of this Order shall be binding unless such revision or modification is accepted in writing by the parties hereto.

4. Delivery, Title and Risk

Delivery of the Goods to Sika Automotive shall take place at Sika Automotive's plant site or such other shipping destination, specified on the face of this Order. Notwithstanding any shipping arrangement specified in this Order, Supplier shall have the risk of loss for all Goods shipped under this Order until receipt of such Goods by Sika Automotive at the specified location, at which time title to and the risk of loss with respect to such Goods shall pass to Sika Automotive. Partial shipments are not permitted unless otherwise agreed to in writing by Sika Automotive.

5. Taxes

All applicable sales or use taxes payable by Sika Automotive shall be separately identified on the face of this Order. Any such taxes not so identified shall be deemed to be included in the price.

6. Price Inclusive

Unless otherwise specified in this Order, the stated price shall include all duties, levies, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the Goods and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such operating and maintenance manuals as may be reasonably required by Sika Automotive.

7. Payment

Unless otherwise specified in this Order, payment of Supplier's invoice shall be due 30 days after receipt by Sika Automotive, provided that Sika Automotive does not otherwise contest the amount of such invoice in good faith. In the case of Services performed at Sika Automotive's plant site,

payment shall not be due until Supplier has delivered such releases or waivers of all claims for mechanics' and material liens as Sika Automotive may reasonably require.

8. Inspection & Quality

Seller will conform to the quality control standards and inspection system, as well as related standards and systems (including without limitation, quality control policies, ISO 9001:2015 and IATF 16949:2016), that are established or directed by Buyer. Seller will also participate in supplier quality and development programs of Buyer as directed by Buyer. As requested by Buyer at any time Seller will participate in and comply with Buyer programs and standards. All Goods are subject to Sika Automotive's final inspection and acceptance on delivery. If rejected, the Goods will be held for disposal at Supplier's risk and expense. No inspection, acceptance of any part or all of the Goods or payment shall relieve Supplier from responsibility for furnishing Goods conforming to the requirements of this Order, nor prejudice any claim, right or privilege Sika Automotive may have for defective or unsatisfactory Goods, delays in delivery or other non-compliance with this Order.

9. Warranty

Supplier warrants that: (a) it has good and marketable title to all Goods furnished under this Order and the right to transfer title to such Goods to Sika Automotive free of all liens and encumbrances; (b) all Goods supplied and/or Services provided shall be and be performed in accordance with all applicable specifications, drawings, descriptions or samples furnished and in accordance with all other requirements of this Order and the representations of Supplier; (c) all Goods shall be of merchantable quality and fit and suited for the purpose and use contemplated by this Order; (d) unless a longer period is specified elsewhere in this Order, all Goods and Services furnished shall be free from defects in material, design and workmanship for a period of 12 months from the date that, in case of Goods, the Goods are delivered to Sika Automotive, or in the case of Services, from the date that the Services are completed; (e) all Services shall be performed in a workmanlike manner and in accordance with industry standards; and (f) all computer software, hardware or firmware supplied by Supplier shall be free of any harmful programs or data that disrupt the proper operation thereof, and will perform the functions and meet the performance criteria for such hardware, software or firmware described in this Order. Supplier shall promptly repair, replace and correct defects in the Goods or Services not conforming to any warranty, without expense to Sika Automotive, when notified of such non-conformity by Sika Automotive.

10. Recall/Service Action

Recalls/Service Actions ("Recall") are any voluntary or government-mandated offer by Buyer or Buyer's Customer (or the Vehicle Manufacturer in whose vehicles the Supplies are installed) to remedy an alleged defect that affects safety, quality or performance to address an alleged failure to comply with any applicable safety standard, contractual requirement or guideline. Unless otherwise stated in the Order, Seller will be liable for costs and damages resulting from a Recall if the Recall results in whole or in part from failure of the Supplies. If Seller is liable for a Recall, the extent of Seller's liability will be negotiated on a case-by-case basis based on (1) a good faith allocation of responsibility for the Recall, (2) the reasonableness of the costs and damages incurred, (3) the quantity purchased and Order price of the affected Supplies, and (4) other relevant factors. Buyer will notify Seller as soon as practicable after Buyer learns in writing that a Recall being considered implicates the Supplies, and thereafter provide Seller with all data relating to the potential Recall, and give Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its Customer, and governmental agencies, and consult with Seller about the most cost-effective method of modifying or replacing the Supplies, in Order to remedy the alleged defect or non-compliance. In the event Buyer's customer sets-off the cost of a Recall against sums due to Buyer and Buyer determines, in good faith, that the Recall was caused by the failure of the Supplies. Buyer may set-off the



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costs of the Recall against sums due to Seller prior to the negotiations set forth above.

11. Compliance with Laws; Safety

Supplier warrants that all Goods and Services furnished shall comply with all applicable federal, state and local laws and regulations in force at the time of supply and/or performance including, without limitation, all applicable occupational safety and health and environmental laws and regulations. Supplier shall have complete control and responsibility for the safety and health of its employees and agents while engaged in the performance of Services at Sika Automotive's plant site. Supplier shall obtain all necessary permits and/or licenses and give all necessary notifications for the supply of the Goods and/or the performance of the Services.

12. Delay

Time is of the essence of this contract. Supplier agrees that it will complete the delivery of the Goods and/or perform the Services in accordance with the times specified in this Order. Supplier shall promptly notify Sika Automotive in writing if the supply of the Goods and/or performance of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Supplier of its obligation to deliver and/or perform as required by this Order.

13. Cancellation and Waiver of Consequential Damages

In addition to any other rights or remedies which it may have, Sika Automotive may cancel the supply of the Goods and/or the performance of the Services or any part thereof because of Supplier's failure to comply with any of the terms or conditions of this Order (including, without limitation, for late delivery of Goods, late performance of Services, or delivery of Goods which are defective or which do not conform with this Order). Furthermore, Sika Automotive may cancel the supply of the Goods and/or the performance of the Services or any part thereof without cause at its sole option by giving written notice thereof to Supplier. Upon such cancellation without cause, Sika Automotive shall reimburse Supplier for its actual direct costs incurred in respect of this Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Goods or partially completed Goods which Supplier could reasonably obtain from a third party. In no event shall Sika Automotive be responsible or liable for Supplier's loss of actual or anticipated profits or loss of business nor for any other special, indirect or consequential damage arising out of or relating to this Order or from the performance, suspension, termination or breach thereof, whether based upon principles of equity, contract, tort (including, but not limited to, negligence) or otherwise.

14. Intellectual Property

Supplier acknowledges and agrees that any product which is capable of copyright protection made, designed or developed for Sika Automotive pursuant to this Order shall be a "work made for hire". Supplier hereby grants and assigns to Sika Automotive and its successors and assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements, and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefor made or conceived by Supplier or its agents or employees in connection with the performance of this Order. Supplier warrants that neither the Goods, Services nor use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention or process of manufacturing or other intellectual property right.

15. Confidential Nature of Designs, etc.

Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Sika Automotive's business (the "Information") which Supplier may obtain or which Sika Automotive may in any way disclose to Supplier in connection with this Order, shall be deemed to be confidential and Supplier shall not use the Information for its own purposes (other than for this Order), nor shall Supplier disclose the Information to any person or firm except as may be specifically authorized by Sika Automotive in writing.

16. Information Furnished to Sika Automotive

Sika Automotive shall have the right to make copies of or otherwise use for its own purpose (including duplicating any components of the Goods for use as replacement or spare parts at Sika Automotive's plant site), any

drawings or other information provided by Supplier in the course of its performance under this Order.

17. Waivers

No waiver of any provision of this Order shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Order unless the waiver expressly so states.

18. Assignment and Subcontracting

No part of this Order may be assigned or subcontracted by Supplier without the prior written consent of Sika Automotive. No assignment or subcontracting of all or any part of this Order by Supplier will relieve Supplier from liability under this Order.

19. Governing Law

This Order shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts-of-laws principles that would require the application of any other law, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action or proceeding hereunder shall be brought in the courts of the State of North Carolina and each party hereby irrevocably accepts the exclusive jurisdiction of such courts, waives any objection it may now or hereafter have to venue or to convenience of forum and agrees not to plead or claim that any such court lacks jurisdiction over such party.

20. Supplier Indemnity

Except as expressly prohibited by law, Supplier shall indemnify and hold Sika Automotive harmless from and against any and all claims, demands, losses, expenses, costs (including attorneys' fees), fines and penalties sustained or incurred by or asserted against Sika Automotive to the extent based upon, related to or arising out of: (a) any breach by Supplier of any term, condition, covenant or warranty contained in this Order; (b) any defect in the Goods or Services furnished pursuant to this Order; or (c) any negligent act or omission of Supplier or Supplier's agents, officers, employees or subcontractors in the course of furnishing the Goods and/or Services.

21. Site Work

When any aspect of this Order involves attendance at or the performance of Services at Sika Automotive's plant site, the following additional provisions shall apply: (a) Supplier and its agents, officers, employees and subcontractors shall comply with all plant site rules and all safety and security regulations imposed by Sika Automotive; (b) Supplier shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of the Services; (c) Supplier shall maintain the following insurance during the performance of the Services, and shall provide Sika Automotive with satisfactory proof of such insurance coverage: (i) general liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of property damage, personal injury or death; (ii) automobile liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of bodily injury, death or property damage, arising out of the operation of owned or non-owned vehicles; (iii) Workers' Compensation Insurance to conform with the laws and limits in accordance with statutory requirements of the applicable jurisdiction and employer's liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of bodily injury to or occupational disease of the employees of Supplier or employees of any subcontractor of Supplier; and (iv) if the Services require any professional engineering, design, architectural or survey services, professional liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of property damage, bodily injury or death; (d) all required insurance coverage specified above shall: (i) except as otherwise provided, provide for combined single limit of liability for each occurrence of not less than \$2,000,000.00; (ii) include a waiver of subrogation clause in favor of Sika Automotive; (iii) name Sika Automotive as an additional insured with respect to the operations of Supplier; and (iv) provide that at least 30 days' written notice shall be given to Sika Automotive prior to any material change or cancellation of any such policy or policies.