

**Johnson Electric Automotive, Inc./Johnson Electric North America, Inc.****Standard Terms & Conditions****1. NOTICE OF LABOR DISPUTE OR MATERIAL SHORTAGES**

Whenever Seller has knowledge that any actual or potential labor dispute or material shortages or other production difficulties may delay or threatens to delay its timely performance under this order, Seller will immediately give notice thereof to Buyer, specifying the nature and extent of such delay.

**2. COMPLIANCE WITH LAWS**

By accepting this order Seller represents and warrants to applicable country of manufacture, federal state and local laws, executive orders, rules and regulations, including but not limited to the Occupational Safety and Health Act of 1970 as amended ("OSHA"); Toxic Substance Control Act as amended ("TOSCA"); the Equal Employment Opportunity Act and the Regulations and Standards issued pursuant thereto ("EEOC"); and the Fair Labor Standards Act of 1938 as amended ("FLSA"). Additionally, the Seller represents and warrants that it shall supply the Buyer with such information as may be necessary to permit Buyer to comply with the Federal Hazard Communication Standard as set forth in 29 CFR 1920.1200. Seller shall supply such data (MSDS) to Buyer and receiving facility at the time of making its first delivery pursuant to this order, and shall revise or amend such data as necessary during the course of fulfilling this offer. Failure of Seller to supply such data shall be conclusively presumed to mean that such data is not required for the product supplied. Further, Seller warrants that the goods furnished by it will be in compliance with the Consumer Product Safety Act ("CPSA"), National Highway Safety Act ("NHTSA"); and regulations issued pursuant thereto.

**3. RESALE CERTIFICATION**

If this order is marked "Resale" the items purchased hereunder are purchased for purpose of resale.

**4. SUSPENSION OF WORK**

Buyer shall have the right to direct the Seller by written or telegraphic notice, or verbal notice confirmed in writing, to suspend all or any part of the work being done pursuant to this offer for a period of time not exceed ninety (90) days.

- A) If the work is suspended pursuant to this paragraph, an equitable adjustment shall be made for any increase in the time and the cost (exclusive of profit) or performing this order necessarily caused by such suspension, and the order will be modified in writing accordingly.
- B) No claim will be allowed under this paragraph unless the claim in an amount stated is asserted in writing within ten (10) days after the termination of the suspension. When the suspension has been terminated, the Seller shall immediately commence performance, not withstanding the fact that the amount of the adjustment in price, if any of the order has not been agreed to.

**5. SET OFF**

Buyer shall have the right at any time to set-off any amount owed by Seller, or its parent or affiliated companies, to Buyer or to Buyer's parent or affiliated companies against any amount due and owed to Seller on this order.

**6. DESIGN CHANGES**

During performance of this order, Seller shall not make any changes in the design of items to be furnished by Seller under this order without advance notification to and approval of the Buyer.

**7. TAXES**

Except as otherwise provided herein and unless prohibited by statute, the Seller agrees to pay any federal state or local sales or use tax, transportation tax or other excise tax which may be imposed in a result of this order upon the articles ordered hereunder or by reason of their sale use or delivery.

**8. RIGHTS TO INFORMATION**

If incidental to the performance of this order, Seller shall disclose to Buyer any unpatented information concerning the Seller's products, manufacturing methods or processes, then, unless otherwise expressly agreed in writing, Buyer shall have the right to use such information for any purpose.

**9. PRODUCT SUPPORT**

The seller warrants that items of the type purchased under this order, including the sub-assemblies and spare parts, shall be made available by Seller to Buyer and its customer s during the operational life of the items purchased for ten (10) years after the date of final shipment under this order, whichever is later. Further, during said period, Seller shall continue to provide technical support and service at the same level as presently provided. In the event Seller discontinues manufacture of the aforementioned items, sub-assemblies or spare parts thereof does not provide any of them in a timely manner for Buyer's requirements, Seller shall make available to Buyer all drawings, specifications, data and know-how which will enable and facilitate Buyer, its suppliers or its customers to manufacture or procure and use and sell said items, sub-assemblies and spare parts under a royalty-free license which is hereby granted.

**10. DUTY DRAWBACK RIGHTS**

This order includes all related customs duty and import drawback rights, if any (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer if the existence of any such rights and upon request can supply such documents as may be required to obtain such drawback.

**11. CERTIFICATION OF ORIGIN**

For all products covered by this order, Seller shall provide to Buyer an up-to-date certificate of origin pursuant to the provisions of the North American Free Trade Agreement.

**12. APPLICABLE LAW**

This order shall be construed in accordance with the laws of the jurisdiction in which this purchase order is issued, exclusive, however, of the jurisdiction's laws pertaining to conflicts of law.

(Revised March 15, 2002)