

CARCOUSTICS GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope of the Terms and Conditions. These Terms and Conditions of Purchase apply to any business transactions between Carcoustics Shared Services GmbH and its affiliates which affiliates have principal places of business in Canada, Mexico or the United States (collectively, “Carcoustics”) and the Supplier. Supplier terms and conditions which conflict with, supplement or deviate from these Terms and Conditions of Purchase do not form part of any contract and are expressly excluded, unless Carcoustics has expressly agreed to their applicability in writing. These Terms and Conditions of Purchase apply even if Carcoustics accepts a delivery from the Supplier without reservations while aware of the Supplier’s conflicting or deviating terms and conditions.

2. Acceptance and Contract Documents.

a. Acceptance. Supplier’s acknowledgement or acceptance of any Carcoustics’ purchase orders, or performance of any part of the Agreement (defined below) shall constitute acceptance by Supplier of the Agreement and the Agreement Documents. These Terms and Conditions are hereby incorporated by reference in all Agreement Documents and constitute the entire Agreement between the parties (the “Agreement”). Carcoustics and the Supplier may be collectively referred to herein as the Parties.

b. Agreement Documents. The written documents of the Agreement include (a) these Terms and Conditions of Purchase; (b) any Carcoustics’ Project Agreements; (c) Carcoustics’ Framework Agreement, Quality Manual and its Supplier Code of Business Conduct; and (d) purchase order(s) and related scheduling agreement(s).

3. Products and Services.

a. The Products and Services to be provided by Supplier are identified in the Agreement Documents. In some cases, Carcoustics will issue a production release (“Release”) to specify the quantities needed and delivery times and dates. Products and Services, and their delivery to Carcoustics, may be referred to herein as “deliverables”.

b. A Purchase Order and/or Release will only become a binding commitment upon Carcoustics to purchase the specified Products if any Purchase Order and/or Release is not cancelled by Carcoustics seven days before the ship date set forth in the Purchase Order and/or Release, unless Carcoustics agrees otherwise in writing.

c. Unless specified otherwise in any of the Agreement Documents, Carcoustics may purchase Products and Services from other sources or reduce quantities acquired from Supplier in its sole discretion, regardless of the ordinary course of business or course of dealing between the Parties.

4. Competitiveness. Supplier will be and remain competitive in terms of price, delivery, quality, technology and service. If Carcoustics provides Supplier with written notice identifying a particular Supplier non-competitiveness, Supplier will promptly remedy its non-competitiveness no later than 15 days after receipt of such notice. In the event that Supplier does not remedy its non-competitiveness, as determined by Carcoustics in its sole discretion, Carcoustics may terminate the Agreement, in whole or in part, For Cause as defined in these Terms and Conditions.

5. Prices, Currency, Invoicing and Payment Terms.

a. The agreed prices for each product are fixed prices and are exclusive of statutory sales or value added taxes. The costs for packaging, freight and transport to the shipping address or place of use stipulated by Carcoustics are included in these prices. Carcoustics shall bear the transport costs in accordance with the Agreement, or any agreed Incoterms, and the Supplier shall procure the most favorable transport, delivery and logistics services possible for deliveries to Carcoustics.

b. If, after any Purchase Order becomes binding on Carcoustics, and until the day of delivery, the Supplier reduces the prices for the deliverables overall, the reduced prices valid at the time of delivery or performance of service shall apply instead of the originally agreed prices.

c. In the case of deliverables for which the purchase price is determined by their weight, the weight determined by Carcoustics shall be authoritative for the invoice amount, unless the Products were officially weighed at the place of shipment.

d. Invoicing shall occur at the earliest as of the date of the delivery of the deliverable including all documents relevant to the contract. Invoices are to be sent separately in duplicate by post, or alternatively, upon demand by Carcoustics, in electronic form. The Supplier’s invoices must include the Purchase Order indicators (order number, order date, quantity and price), the number of each individual item (lot) and the delivery note number. Non-compliant invoices will not be processed for payment. Invoice duplicates must be designated as such.

e. Payments to the Supplier shall occur as specified in the Purchase Order. Payments are always subject to invoice verification. In the case of defective delivery, Carcoustics is entitled to withhold payment until proper performance has been made without losing any discounts, rebates or other similar price reductions. If the Supplier has to provide material tests, test reports, quality documentation or other documents, the acceptance of the goods is also subject to the receipt of these documents. The payment term commences after the rectification of all defects. If the deliverables are delivered early, the payment period shall not begin until the agreed delivery date. In no event shall

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Carcoustics be obligated to pay Supplier any interest or penalties with respect to invoices or otherwise.

f. The Supplier is entitled to offset rights only if its counterclaims are legally ascertained, recognized or undisputed. Furthermore, the Supplier may only exercise a right of retention if its counterclaim arises from the same contractual relationship.

g. The Supplier shall not assign its claims against or obligations from Carcoustics, or to have such collected by third parties, without the prior written consent of Carcoustics, which Carcoustics shall not reasonably withhold. In the event of an assignment, Supplier consents to Carcoustics' payment to the third party in full accord and satisfaction of amounts owed to Supplier.

h. Currency. Carcoustics will pay Supplier in the currency specified in the Agreement or, if none is specified, in the currency reasonably determined by Carcoustics in its sole discretion. Currency adjustments for sale of Products or Services to locations outside of the local country will be made only upon written agreement of the Parties.

i. No Interruption of Supply. If there is a pricing or any other dispute between the Parties, Supplier shall continue to perform its obligations under this Agreement, including but not limited to timely and full delivery of Products or Services, in accordance with the most recent price agreed upon and set forth in the Agreement.

6. Specifications, Changes & Process Improvements.

a. Production Specifications. Supplier will manufacture all Products in strict conformance with the terms of the Agreement, including any specifications provided by Carcoustics or its customers. The Supplier shall submit to Carcoustics all necessary drawings, data sheets and other documents required for a discussion of the technical details of the Products, at Supplier's sole cost.

b. Changes. Carcoustics may at any time make changes to Products drawings, specifications, materials, quality requirements, time or method of delivery or shipment, packaging, testing, quantity and related items by written notice to Supplier. Any request by Supplier for a Price adjustment as a result of such changes must be asserted in writing within 10 days from the date of receipt by Supplier of Carcoustics' notification of any change. If Carcoustics determines that an adjustment is appropriate, the Parties will negotiate in good faith an equitable adjustment to the Prices (increase or decrease), a change in shipping or delivery terms, or other appropriate adjustment. All engineering, manufacturing or process changes and improvements, whether initiated by Carcoustics or by

Supplier, must be processed in accordance with Carcoustics' product change request process as set forth in Carcoustics' Supplier Quality Manual, which is available at www.Carcoustics.com under the "Suppliers" link or other locations Carcoustics may designate ("Supplier Quality Manual"). The Supplier Quality Manual is incorporated in these Terms and Conditions by this reference.

c. Supplier Changes. Supplier will not make any improvements in the design, process, quality requirements, packaging and/or shipping of a Product without the prior written consent of Carcoustics. In the event Supplier makes a Carcoustics-approved improvement in the design, process, quality requirements, packaging and/or shipping of a Product, the result of which reduces the delivered cost of the Products to Carcoustics, the savings (net of any reasonable costs incurred by Supplier or Carcoustics to accommodate such change) will be shared equally between the Parties.

7. Delivery, Title, Risk of Loss, and Logistics.

a. Delivery, Title and Risk of Loss. All deliveries of Products and Services must be made in accordance with the delivery schedule in the Purchase Order, Schedule Agreement and/or Release, or as otherwise directed by Carcoustics. Supplier will deliver all Products in the quantities and at the time and place specified in the Purchase Order, Schedule Agreement and/or Release. Quantity and time are of the essence in making all deliveries of Products and Services to Carcoustics. Title for the Products shall pass to Carcoustics upon receipt of the Products by Carcoustics at its receiving location, or consignment agreement, at the time of consumption.

b. The quantity and timing of all deliveries must comply with the terms provided in Carcoustics' Purchase Order and/or Release. The delivery periods and dates specified by Carcoustics in the Purchase Order and/or Release are binding unless Carcoustics has agreed otherwise in writing. The delivery periods begin on the date of the Purchase Order and/or Release. The actual receipt of deliverables by Carcoustics shall determine compliance with the delivery period. All deliveries shall be made as set forth in the Purchase Order and/or Release.

c. The Supplier is not entitled to make partial deliveries or perform partial services, unless agreed to by Carcoustics in writing. In this case, Carcoustics is entitled to invoice to the Supplier any additional costs incurred as a result of the partial delivery or performance.

d. In the event the Supplier realizes that a delivery date cannot be met, it shall immediately notify Carcoustics in writing, stating the reasons and the anticipated duration of the delay. If any delivery date(s) are not met, Carcoustics shall be entitled to a contractual penalty of to 1% of the net order value for every week of delay not to exceed 5%

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of the net order value. Payment of the penalty does not limit any further claims for damages of Carcoustics under this Agreement or applicable law. The contractual penalty paid by Supplier shall be deducted from any such default damages to be paid by the Supplier. The acceptance of the delayed delivery or service by Carcoustics shall not constitute any waiver of claims or rights.

e. Delivery before the agreed delivery date is only permissible with the prior written consent of Carcoustics. Carcoustics is entitled to return goods delivered too early at the expense of the Supplier or to store them at the expense of the Supplier until the agreed delivery date.

f. Each delivery must include a certificate indicating the date (of issue and shipment), the order and material number, a list of the lots delivered, the description of the goods, the delivered quantity and weight. Violations of these documentation obligations constitute a material breach of the Agreement on the part of the Supplier. Any resulting damage for Carcoustics shall be compensated by the Supplier unless the Supplier reasonably demonstrates that it is not responsible for the breach of obligation. Regardless of fault, if the certificate is missing or incomplete, Carcoustics shall not be responsible for payment.

g. The Supplier must observe Carcoustics' specifications regarding the shipment of the goods. Furthermore, the goods shall be packaged in strict conformity with Carcoustics' instructions or in accordance with industry best practices. Use of packaging materials shall be kept to the necessary minimum. Only environmentally friendly, recyclable packaging materials may be used.

h. Logistics. Unless otherwise agreed by the Parties, including any Incoterms, Carcoustics will be responsible for selecting the method of transportation and the carrier to be used by Supplier and will negotiate the freight rates and other terms and conditions with the carrier. Unless otherwise agreed by the Parties, Carcoustics will be responsible for all payments to the carrier selected by Carcoustics. In the event of any late delivery due to Supplier, it shall be responsible for the payment to the carrier of any additional costs.

i. Changes in Landed Costs. In the event Carcoustics incurs a material increase in its landed costs for the Products, such as increases in import duties or carrier rates, Carcoustics may provide Supplier with written notice of such event and the Parties shall in good faith review and negotiate price adjustments for the applicable Products.

8. Security of Supply.

a. The Supplier undertakes to supply Carcoustics with the deliverables to supply Carcoustics' requirements and to accept Purchase Orders and/or Releases

from Carcoustics for as long as Carcoustics requires the deliverables. This applies in particular if the deliverables are goods specially developed for Carcoustics. The anticipated delivery volume according to Carcoustics' forecasts of customer requirements shall be made known to the Supplier within a reasonable time. However, Carcoustics shall not be obligated to order from Supplier any certain quantities of Products or services.

b. In order to ensure the supply of spare parts at Carcoustics, the Supplier undertakes to guarantee the delivery of the Products required for this purpose for 15 years after the Supplier's last receipt of a Purchase Order for the respective deliverable. If, within this period, Supplier is no longer able to guarantee the supply, Carcoustics shall have the option to purchase quantities sufficient for Carcoustics' foreseeable requirements.

c. If requested by Carcoustics, Supplier will develop and initiate, subject to Carcoustics' review and approval, a plan for establishing and maintaining an inventory sufficient to supply Carcoustics on a just-in-time basis.

9. Export Licenses, Security.

a. The Supplier shall provide Carcoustics, no later than upon delivery, all fully executed proofs of origin or preference required in the individual case (e.g. certificates of origin; Supplier's declarations; movement certificates etc.) as well as other documents or proofs required for customs clearance at its own expense. The same shall apply for proof pursuant to any law applicable to sales or value added taxes

b. The Supplier undertakes to observe and comply with all relevant export controls and customs regulations, including in the event that the Supplier procures parts or raw materials from third party suppliers.

c. The Supplier is obligated to inform Carcoustics about any import or export restrictions with regard to the deliverables, including licensing obligations or import or export prohibitions, in accordance with applicable export control and customs regulations as well as the export control and customs regulations of the country of origin of the deliverables or their component parts.

d. If the Supplier breaches any of the provisions in Section 9, and it is impossible for Carcoustics to sell the ordered or already delivered (and possibly further processed) deliverables, Carcoustics shall be entitled to terminate the Agreement, unless the breach is not within the control of the Supplier. The Supplier shall be responsible to reimburse Carcoustics for the damage incurred as a result of the breach.

e. If the Supplier breaches one of the provisions stated in Section 9, and a third-party claim is asserted against Carcoustics, Carcoustics shall also be entitled to terminate this Agreement, unless the breach is not within the control of the Supplier. The Supplier is also

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obligated to indemnify Carcoustics against all claims asserted against Carcoustics by third parties on the basis of its breach and to compensate Carcoustics for any damage arising from such a claim.

f. If the sale of the ordered or already delivered (and possibly further processed) deliverables becomes impossible for Carcoustics as a result of a restriction on foreign trade coming into force after the conclusion of contract (e.g. due to an embargo or an intensification of an embargo), Carcoustics shall be entitled to terminate this Agreement.

g. Security. If Supplier is shipping Products into a country from a location outside of such country, then Supplier accepts responsibility for, and will implement security measures, to ensure the safe and secure transportation of goods throughout the supply chain and will adhere to all applicable security requirements (including factory and shipping container security) required under applicable law.

10. Product Inspections

a. Upon receipt of the Products by Carcoustics, Carcoustics may, but is not obligated to, perform receipt inspections to confirm that the Products conform to the requirements set forth in the Agreement. Carcoustics' acceptance of Products will not be deemed evidence that Products conform to such requirements, nor will payment by Carcoustics for Products prior to inspection constitute acceptance thereof or remove Supplier's responsibility for Non-Conforming Products.

b. Carcoustics may at any time reject any Product(s) that does not conform to the requirements set forth in the Agreement.

11. Product Warranty, Non-Conforming Products and Recall.

a. Product Warranties. Supplier represents, warrants and covenants that for the period of 36 months or for a period coterminous with the warranty extended by Carcoustics to Carcoustics' customers, whichever is longer, that all Products furnished to Carcoustics by Supplier under the Agreement will (i) be new; (ii) be delivered with good title, free and clear of any security interest, claim, demand, lien or any other encumbrance; (iii) be free from defects in design (even if the design has been approved by Carcoustics), material and workmanship; (iv) be merchantable and fit for their intended purpose(s); (v) in conformity with all specifications, drawings, samples and performance requirements or other descriptions furnished by Carcoustics or Carcoustics' customer(s); (vi) comply with all applicable Laws, and (vii) not misappropriate any trade secret or infringe, violate, trespass or in any other manner contravene or constitute the unauthorized use of any patent,

trademark, copyright or other intellectual property right. In addition to the foregoing representations, warranties and covenants, Supplier will pass through or assign to Carcoustics the rights Supplier obtains from the manufacturers and/or vendors of the Products, raw material or components (including warranty rights), all to the extent that such rights are assignable. These warranties are in addition to any warranties implied or provided for by law or otherwise made by Supplier and will survive acceptance and payment by Carcoustics.

b. Non-Conforming Products. Without limiting Carcoustics' other remedies pursuant to this Agreement or applicable law, if a Product does not conform to the warranties in Section 11.a (each, a "Non-Conforming Product"), then Carcoustics may exercise any of the remedies below with respect to such Product:

i. Return Product. Carcoustics may elect to return the Non-Conforming Product to Supplier.

ii. Replace Product. Carcoustics may elect to return the Non-Conforming Product to Supplier and have Supplier, at its cost and as directed by Carcoustics, replace the returned Non-Conforming Product with a replacement Product, such replacement Product to be delivered to the Carcoustics in accordance with all instructions provided by Carcoustics in writing.

iii. Remedial Work. If Carcoustics determines that it is necessary to repair a Non-Conforming Product, which will include performing such additional work (including the cost of any materials) as is necessary to make such Non-Conforming Product fully conforming, then Carcoustics may elect to (a) perform the remedial work itself, (b) have a third party perform the remedial work or (c) have Supplier perform the remedial work. In the case of (a) or (b), the cost of such remedial work will be, at Carcoustics' option, offset against the amounts otherwise due Supplier for such Non-Conforming Product or reimbursed separately by Supplier within 30 days of Carcoustics' request. In the case of (c), such remedial work will be performed at Supplier's sole cost and expense.

c. Recall. In the event that Carcoustics determines that any Products furnished by Supplier create or contribute to any voluntary or government-mandated recall, service campaign or similar program initiated by Carcoustics or its customers ("Recall"), Supplier will be responsible for all costs and damages resulting from such Recall, including costs of notification, costs of repair and/or replacement, penalties, fines and buy backs, as well as shipping, labor and administrative costs, based upon Carcoustics' good faith allocation of responsibility for the Recall. This Section will not limit Supplier's responsibility under any other provision of the Agreement.

12. Rejected Products. In the event Carcoustics rejects Products pursuant to Sections 10 or 11, Supplier will reduce the

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quantity of Products under the Purchase Order or Release by the same amount as the quantity of rejected Non-Conforming Products, and Carcoustics will have no obligation to pay Supplier for such rejected Products. If Carcoustics has already paid for the rejected Products, then Supplier will promptly refund to Carcoustics all amounts paid by Carcoustics for such Products. The Products rejected by Carcoustics will be held by Carcoustics at Supplier's risk. Supplier will be responsible for all costs of return for the rejected Products. Supplier's failure to provide instructions to Carcoustics within 10 days (or such shorter period as may be commercially reasonable under the circumstances) after notice of rejection to Supplier by Carcoustics, will entitle Carcoustics to charge Supplier for storage and handling and to dispose of the applicable rejected Products without liability to Carcoustics.

13. Insurance and Indemnification.

a. Insurance. During the Term, Supplier will maintain, at its own expense, the following insurance coverages with minimum limits as stated:

i. Commercial General Liability: not less than \$5,000,000 limits (including products/completed operations, contractual liability, personal injury, and advertising injury) applying to bodily injury or property damage per occurrence. This coverage will not contain an exclusion for liability arising out of professional services. The coverage will apply on a worldwide basis regardless of where the event that creates the liability occurs or where the suit or claim for the liability is brought. Coverage can be provided under primary and/or excess policies.

ii. Where applicable, all risk property coverage (including transit/cargo) for property, whether or not owned by Carcoustics, which is being supplied under the Agreement and which is in the care, custody, or control of the Supplier or the Supplier's agents or contractors until such time Carcoustics has possession.

As of the Effective Date and upon each subsequent renewal of its insurance coverages, Supplier will furnish Carcoustics with certificates of insurance evidencing the required coverages and stating any deductibles or self-insured retentions. In the event of cancellation or non-renewal of any required insurance coverages, Supplier or its insurer will give Carcoustics 30 days prior written notice of such.

b. Indemnification by Supplier. Supplier agrees to defend, indemnify, and hold harmless Carcoustics, its affiliates and customers, and each of their respective current and former directors, employees, subcontractors, successors and assigns (the "Carcoustics Indemnitees") from and against any and all liabilities, damages, fines, penalties,

costs, claims, demands and expenses (including reasonable attorneys' fees and experts' fees and expenses) arising out of, incidental to or resulting from Supplier's performance of the Agreement, including:

i. any breach by Supplier of any of its representations, warranties, covenants or obligations set forth in the Agreement;

ii. any negligent, fraudulent or willful act or omission by Supplier or its directors, employees, subcontractors, agents or assigns;

iii. any security interests, claims, demands, liens or any other encumbrances adverse to Carcoustics' or its customer's ownership of the Products, Carcoustics Tooling or other property of Carcoustics;

iv. Supplier's failure to comply with Section 17 (Legal Compliance and Business Conduct);

v. all claims made by employees of Supplier or any of its affiliates or subcontractors;

vi. all claims for personal injuries, death or damage to tangible or intangible personal or real property, including claims of any employee of Carcoustics (or its subcontractors or customers), to the extent caused by acts or omissions of Supplier or any of its affiliates or subcontractors; or

vii. claims of actual or alleged infringement of any third party Intellectual Property Rights directly related to Supplier's provision of Products or Services or their manufacture, use, sale, distribution alone or in combination with other products.

c. Election of Remedy. If any Products or Service provided by Supplier under the Agreement is held to constitute, or in Supplier's reasonable judgment is likely to constitute, the misappropriation of any trade secret or the infringement, violation or trespass of, or in any other manner contravene or constitute the unauthorized use of, any patent, trademark, copyright or other intellectual property right, Supplier will, in addition to its indemnity obligations and without limiting any other remedies available to Carcoustics at law or in equity, at its expense, and after consultation with Carcoustics regarding Carcoustics' preference in such event, either: (a) procure the right for the Carcoustics Indemnitees to continue using such Products or Service; (b) replace such Products or Service with a non-infringing or non-misappropriating equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Products or Service; (c) modify such Products or Service, or have such Products or Service modified, to make it non-infringing or non-misappropriating, provided that such modification does not result in a

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degradation of the functionality, performance or quality of the Products or Service; or (d) create a feasible workaround that would not have any adverse impact on Carcoustics or its customers or result in a degradation of the functionality, performance or quality of the Products or Service.

14. Intellectual Property.

a. Carcoustics' Intellectual Property. The Parties acknowledge that Carcoustics owns or has license to use all patent, trade secret, trademark, service mark, copyright, mask work, know-how and other intellectual property right, whether registered or unregistered, (collectively, "Intellectual Property Rights") of Carcoustics or Carcoustics' customers that Carcoustics makes available to Supplier, or to which Supplier has access to, under the Agreement, and Supplier is permitted to use Carcoustics' Intellectual Property Rights strictly and solely in conjunction with Supplier's manufacture, supply and/or repair of any Products for Carcoustics or provision of Services for Carcoustics.

b. To the extent Supplier performs Services or designs a unique part or a modification of the Products, the Parties acknowledge and agree that Carcoustics owns and shall own all right, title and interest in and to technical information, computer or other specifications, documentation, reports, memoranda, works of authorship or other creative works, knowledge, or data, written, oral or otherwise expressed, originated by Supplier or its approved subcontractors. Supplier and its employees shall assign and transfer and does hereby irrevocably assign and transfer to Carcoustics all right, title and interest to all work product without additional consideration. The Parties further agree that all work product is and shall be Carcoustics' Intellectual Property and Supplier shall have no rights or licenses to disclose, use or exploit it in any way other than for the benefit of Carcoustics.

c. Supplier's Intellectual Property. Supplier hereby grants to Carcoustics and its affiliates a perpetual, paid-up, royalty-free, non-exclusive, worldwide, irrevocable license to all Supplier's Intellectual Property Rights subsisting or embodied in or used in connection with the Products and work product or Services, with a right to grant sublicenses to others, to make, have made, use, distribute, have distributed, combine with product, have combined with products, offer to sell, sell, repair, reconstruct or rebuild, and have repaired, reconstructed or rebuilt, products including the Products and products similar or identical to the Products.

d. Software. If any Products or Services requires Software utilization, then Supplier grants and shall grant to Carcoustics a perpetual, irrevocable, nonexclusive, worldwide, royalty-free, fully-paid, transferable and assignable license to use, repair, modify or sell the

Software and all related materials (the "Documentation") in conjunction with Products or Services delivered by Supplier. Supplier is responsible for Software support, maintenance, updates and enhancements at its own costs and for implementing commercially reasonable disaster recovery and business continuity procedures.

Supplier represents, covenants and warrants that the Software will meet all Products warranties described herein and be free from programming errors. If the Software fails to conform to the foregoing warranty, Supplier shall promptly repair or replace the nonconforming Software at no cost to Carcoustics. Supplier further represents, warrants and covenants that the Software is and will remain virus free and will not include any Trojan horses, trap doors, lockouts, interrupt mechanisms or similar disabling software or code that can damage, disable, corrupt, interfere with or delete any element of the Software or the Products. Supplier further warrants, covenants and represents that it has the right to license the Software to Carcoustics, that it is in compliance with the licenses and notices requirements of all free or open-source software incorporated into the Software and the Software does not incorporate any open source software that requires as a condition of its use, modification, or distribution, that Software or any portion thereof be disclosed or redistributed in source code free of charge. "Software" means any operating system software and any other software installed on, associated with, embedded in or delivered with the Products and/or Service, including but not limited to, any updates, upgrades, patches, new versions, new releases, bug fixes, derivatives, modifications, technological improvements and enhancements to such Software.

15. Confidentiality and Information Security.

a. Confidentiality

i. Each Party agrees that all information provided to the other for the purpose of doing business with each other is confidential and proprietary information ("Confidential Information"). In the case of Carcoustics, Confidential Information includes: (i) Carcoustics', its affiliates' and customers' specifications, designs, drawings, documents, correspondence, data and other materials related to the Products including related work product; (ii) all information concerning the operations, affairs and business of Carcoustics, its affiliates and customers; (iii) Carcoustics Tooling; (iv) the Intellectual Property Rights of Carcoustics; and (v) the terms of the Agreement.

ii. Each Party agrees to hold the other Party's Confidential Information in confidence and restrict access to and disclosure of the Confidential Information of the other Party only to those directors, officers, advisors, employees, agents and contractors of the receiving Party (including, in the case of Carcoustics, its affiliates and customers) who have a need to know the Confidential Information. Neither Party will disclose or transfer the other Party's Confidential Information directly or indirectly, to any other person, firm, corporation or

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entity without the prior written consent of the other Party.

iii. In the event of any unauthorized use or disclosure of any Confidential Information by the receiving Party, the receiving Party will give prompt notice of the disclosure to the disclosing Party and will remedy any unauthorized use or disclosure of any Confidential Information.

iv. A Party's Confidential Information will not include information that (i) is or becomes generally available to the public within the industry to which such information relates other than from unauthorized disclosures in violation of the Agreement, (ii) is lawfully obtained by the receiving Party from a third party which had no obligation of confidentiality to the disclosing Party with respect thereto, (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information, or (iv) is approved by the disclosing Party for disclosure.

v. Supplier will deliver at no additional charge the Confidential Information of Carcoustics and all copies thereof to Carcoustics promptly upon the expiration or termination of this Agreement or at any other time upon Carcoustics' written request (or, at Carcoustics' option, will certify, through its general counsel, that Carcoustics' Confidential Information and all copies have been securely destroyed).

vi. Supplier acknowledges and agrees that the actual or threatened breach of this Section would cause irreparable harm to Carcoustics, for which money damages would not be a sufficient remedy or difficult to ascertain, entitling Carcoustics to preliminary and permanent injunctive relief, without the necessity of posting any bond, in addition to any other equitable relief or remedies that may be available.

b. Information Security

i. "Carcoustics Data" means (i) all data and information generated, provided or submitted by, or caused to be generated, provided or submitted by, Carcoustics in connection with this Agreement; (ii) all data and information regarding Carcoustics' business collected, generated or submitted by, or caused to be generated, provided or submitted by, Supplier, its employees, subcontractors or Affiliates; (iii) all such data and information processed or stored, or then provided to or for Carcoustics, as part of this Agreement, including data contained in forms, reports and other similar documents provided by Supplier, its employees, subcontractors or Affiliates as part of this Agreement.

ii. *Safeguards.* Supplier will establish an information security program with respect to Carcoustics Data which: (i) ensures the security and confidentiality of

such Carcoustics Data; (ii) protects against any anticipated threats or hazards to the security or integrity of such Carcoustics Data and Supplier's systems that process or store Carcoustics Data, and (iii) protects against any unauthorized use of or access to such Carcoustics Data and such Supplier systems. All of the foregoing shall comply with applicable Law, shall be no less rigorous than those maintained by Supplier for its own data and information of a similar nature, and in no event shall such safeguards and procedures be less than what is standard in the industry for the applicable Services. At a minimum, and without limiting the generality of the foregoing, Supplier's safeguards for the protection of Carcoustics Data shall include at Supplier's own cost: (1) appropriately securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security, disaster recovery, and business continuity procedures; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) encrypting any sensitive Carcoustics Data (as identified by Carcoustics) stored on any mobile media or transmitted over public or wireless networks; (6) physically or logically segregating Carcoustics Data from information of Supplier or its other Third Parties so that it is not commingled with any other types of information; (7) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (8) providing appropriate information security training to Supplier's personnel.

iii. *Information Security Breaches.* Supplier will notify Carcoustics of any actual or reasonably suspected (a) unauthorized, accidental or unlawful access to, or acquisition, use, loss, disclosure, modification, corruption or processing of, of any Carcoustics Data, or (b) interference with a process, a function or data on a Carcoustics', its affiliate's or third party's information system that adversely impacts Carcoustics' business (a "Security Breach") promptly and, in any event, not later than 24 hours after it becomes aware of such circumstances. Supplier's notice will detail the effect on Carcoustics, if known, of the Security Breach, the nature of the Security Breach, and the corrective actions taken or to be taken by Supplier. Supplier shall promptly take all necessary and advisable corrective actions and shall cooperate fully with Carcoustics in all reasonable and lawful efforts to prevent, mitigate or rectify such Security Breach.

16. Tooling.

a. *Ownership.* As between Carcoustics and Supplier, all tooling, dies, jigs, fixtures, drawings, molds, patterns, templates, gauges, supplies, materials and the like ("Tooling") that Carcoustics provides to Supplier or pays

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Supplier (either directly or through amortization of costs in the Product Price) to make or buy for use in performing the Agreement (“Carcoustics Tooling”) are the sole personal property of Carcoustics. Supplier will hold the Carcoustics Tooling on a bailment basis and will be responsible for loss or damage to the Carcoustics Tooling while in its possession, custody or control. Supplier will not remove Carcoustics Tooling (other than shipping containers and the like) from the manufacturing facilities without Carcoustics’ prior written approval. All replacement parts, additions, improvements, and accessories to the Carcoustics Tooling will become part of the Carcoustics Tooling unless they can be removed without damaging the Carcoustics Tooling. Supplier will provide Carcoustics with a list and condition of all Carcoustics Tooling in its possession upon request.

b. Payment. With respect to any Carcoustics Tooling that is not provided to Supplier by Carcoustics, Carcoustics will not be obligated to pay for such Carcoustics Tooling until Supplier has provided Carcoustics with an itemized list and adequate cost records for the same and Carcoustics has accepted the Carcoustics Tooling in writing. If Supplier fails to provide adequate cost records, Carcoustics will not be obligated to pay more than the fair market value for the Carcoustics Tooling, regardless of the charges levied with respect to or on it.

c. Supplier’s Obligations Related to Carcoustics Tooling. Supplier will label the Carcoustics Tooling in accordance with Carcoustics’ instructions, to permit accurate identification and will segregate it from the Supplier Tooling. At Supplier’s cost and expense, Supplier will repair and maintain the Carcoustics Tooling, and keep it in good working condition. If a Party determines that replacement of any Carcoustics Tooling is necessary for any reason, including normal wear and tear, then the Parties will confer regarding the timing, process and payment for such replacement. Supplier will only replace Carcoustics Tooling upon the prior written approval of Carcoustics. Supplier will use the Carcoustics Tooling exclusively to produce, store and transport the Products for Carcoustics and for no other purpose. Upon expiration or termination of the Agreement, or any Agreement Documents, in whole or in part, Supplier will hold the applicable Carcoustics Tooling and any operation sheets, process data, or other information necessary to show its use, at no charge, pending receipt of Carcoustics’ instructions regarding its disposition.

d. Release of Carcoustics Tooling. Supplier will immediately release to Carcoustics upon request and Carcoustics may retake immediate possession of, the Carcoustics Tooling and other property of Carcoustics or its customers at any time, with or without cause and without payment of any kind. Supplier will release the requested Carcoustics Tooling and other property to Carcoustics, and Supplier will properly pack, mark and deliver such Carcoustics Tooling and other property to Carcoustics in

accordance with the requirements of Carcoustics or Carcoustics’ carrier, as applicable. If Supplier does not release or deliver the Carcoustics Tooling or other property of Carcoustics or its customers in accordance with this Section, Carcoustics may at Supplier’s cost (1) obtain an immediate court order for possession without notice and without posting a bond, and (2) enter Supplier’s premises, with or without legal process, and take immediate possession of the Carcoustics Tooling and the other property. To the extent permitted by Law, Supplier waives any right to object to Carcoustics’ repossession of the Carcoustics Tooling and other property of Carcoustics in a bankruptcy, restructuring or other proceeding.

e. Supplier’s Tooling. Supplier will own all Tooling that is not Carcoustics’ Tooling (“Supplier’s Tooling”). Supplier will at its expense furnish, maintain in good condition, and replace when necessary, Supplier’s Tooling needed to perform its obligations under the Agreement. Carcoustics may purchase Supplier’s Tooling used exclusively to produce the Products and not needed by Supplier to produce the Products or products for other customers, for a purchase price equal to the greater of the fair market value for such Supplier Tooling or Supplier’s unamortized acquisition cost.

f. Security Interest. Supplier hereby grants Carcoustics and Carcoustics’ customers, as applicable, a security interest in the Carcoustics Tooling and all accessories and attachments thereto, substitutes and replacements therefore and proceeds therefrom, and authorizes Carcoustics or Carcoustics’ customers, as applicable, and their agents, on Carcoustics’ behalf and as its attorneys-in-fact, to prepare, sign and file such financing statements and amendments thereto and similar documents, or equivalent documents in accordance with the laws of the jurisdiction in which the Carcoustics Tooling is located, as they deem necessary to evidence or protect their security interests.

Supplier expressly waives the benefit of any law which would otherwise entitle it to assert a lien over the Carcoustics Tooling, and, except with respect to the security interests created in favor of Carcoustics and its customers pursuant to this Section, Supplier will keep the Carcoustics Tooling free of all security interests, claims, demands, liens or any other encumbrances. At Carcoustics’ request, Supplier shall provide to Carcoustics reasonable documentation evidencing that none of Supplier’s lenders, creditors or other third parties assert any claim, lien or encumbrance relating to Carcoustics’ Tooling, or a lien waiver from such lenders, creditors or third parties.

17. Legal Compliance and Business Conduct, Federal Acquisition Regulations.

a. Supplier represents, warrants and covenants that it will perform its obligations under the Agreement in compliance with, and will show evidence of compliance with, all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing

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requirements, ordinances and other pronouncement having the effect of law of the United States, any other country or any state, county, city, province or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority (collectively, "Laws"). Supplier will provide Carcoustics with any information reasonably required in order for Carcoustics, its affiliates and their respective customers to comply with all Laws.

b. Export and Foreign Trade Control Laws. Supplier agrees that it and its subcontractors will comply with all applicable export control and sanctions laws and regulations.

c. Environmental Reports. Prior to the shipment of any Products, Supplier will provide Carcoustics with

(i) any and all material safety data sheets that are related, directly or indirectly, to the Products (or products used in subassemblies or in the manufacture or production of the Products), and (ii) such other documentation as Carcoustics may request from time to time that is prepared pursuant to any applicable law and any and all Carcoustics requirements relating to environmental or similar matters. Supplier will promptly notify Carcoustics of any changes to such documentation.

d. Privacy. Supplier shall at all times comply with any obligations under all applicable laws and regulations relating to data privacy, personal data (including personally identifiable information), trans-border data flows and data protection which includes without limitation the EU General Data Protection Regulation 2016/679 and California Consumer Privacy Act of 2018 (collectively, "Privacy Laws"). Supplier shall (i) take appropriate security measures to protect the confidentiality of the personal data provided by Carcoustics, (ii) inform Carcoustics of the security measures taken in respect to the foregoing, and (iii) notify Carcoustics of any breach of personal data in accordance with and within the timeframe stipulated in the aforementioned privacy laws. Upon the reasonable request of Carcoustics, Supplier shall enter into a data processing agreement with Carcoustics. Supplier shall ensure that its subcontractors, sub-suppliers, are contractually bound to comply with the provisions of this subsection.

18. Force Majeure, Labor Disputes, and Contingency Plans.

a. Definition and Liability. Neither Party will be liable to the other Party for any delay in delivery or failure to perform caused by natural disasters, wars, acts of God, actions by governmental authorities, embargoes, acts of terrorism, court injunction or order, without its fault or negligence (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event does not include

(i) acts or omissions of Supplier's subcontractors or suppliers (including price increases or the inability of Supplier to obtain necessary manufacturing inputs from its normal or customary sources),

(ii) labor disputes of Supplier, its subcontractors or its suppliers, including lockouts, strikes or slowdowns, or (iii) failure to comply with applicable Law. In the event of a Supplier Force Majeure Event occurs, the Supplier will promptly, but not later than 10 days, notify Carcoustics of the nature and anticipated duration of the delivery delay or failure to perform. Carcoustics will be entitled to terminate any of the Agreement if the Force Majeure Event, in Carcoustics' reasonable opinion, is likely to persist long enough to jeopardize Carcoustics or any of Carcoustics' production. Carcoustics may alternatively procure replacement products and services from an alternate source.

b. Labor Disputes. Supplier will notify Carcoustics of any actual or potential labor dispute delaying or threatening to delay timely performance. In such event, and at Carcoustics' request, Supplier will establish a sufficient supply of Products, as determined by Carcoustics in its sole discretion, to assure Carcoustics' on-going production.

c. Contingency Plans. Unless Supplier has already submitted a contingency plan to Carcoustics that complies with the Agreement, no later than 30 days after a Force Majeure Event, Supplier will prepare and submit for Carcoustics' review and approval contingency plans to address any raw material shortage or supply interruption due to a Force Majeure Event.

19. Inspections and Financial Disclosure.

a. Upon reasonable prior notice (unless circumstances reasonably preclude such notice), Supplier will allow Carcoustics and its internal and external auditors, inspectors, regulators and other representatives that Carcoustics may designate from time to time ("Carcoustics Inspectors") to perform audits and inspections of Supplier and its subcontractors and their respective facilities ("Inspections") and books and records, to:

(i) verify the accuracy and completeness of Supplier's invoices and Prices, (ii) examine, test and assess the Products and all tools, machinery, materials, processes and the like used in the manufacture of the Products, (iii) verify Supplier's competitiveness in accordance with Section 4 (Competitiveness); (iv) verify any adjustment claim made by Supplier in accordance with Section 6.b (Changes), (v) examine and inspect all pertinent records, documents and materials in the possession or under the control of Supplier relating to any of Supplier's obligations under the Agreement, and (vi) verify Supplier's compliance with, and on-going ability to perform, the Agreement. Any Inspection conducted pursuant to this Section will be at Carcoustics' sole cost and expense, except that if a financial Inspection reveals that Supplier overcharged Carcoustics by five percent or more, Supplier will reimburse

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Carcoustics in full for its costs and expenses related to such Inspection within 30 days of Carcoustics' request. No Inspections or tests by the Carcoustics Inspectors will relieve, reduce or alter Supplier's obligation to inspect and test the Products prior to delivery or any other obligation in the Agreement.

b. Supplier will, within thirty days following completion of Supplier's fiscal year, or at other times upon request, provide Carcoustics copies of the most current audited Financial Reports (a) for the Supplier and (b) for any related company of the Supplier involved in producing, supplying, or financing the Products. Financial Reports include income statements, balance sheets, cash flow statements and supporting data. Carcoustics may use Financial Reports provided only to assess the Supplier's ongoing ability to perform its obligations under the Agreement and for no other purpose, unless the Supplier agrees otherwise in writing. Carcoustics' confidentiality obligations under Section 15 expressly apply to Carcoustics' receipt of Supplier Financial Reports.

c. If, based on the foregoing, Carcoustics reasonably concludes that Supplier is unable to adequately perform its obligations under the Agreement, then Carcoustics may, at its discretion and with Supplier's cooperation, re-source some or all of its purchase of Products from Supplier to another source, or terminate this Agreement.

20. Document Retention. Supplier will maintain all records, books, documents and data relating to the Agreement in accordance with generally accepted accounting principles consistently applied and will keep such information for (i) a period of seven years after termination or expiration of this Agreement, or (ii) the maximum period required by Law, whichever is greater. All such records, books, documents and data will be maintained in such form (for example, in paper or electronic form) as Supplier may reasonably determine.

21. Assignment and Subcontracting. Supplier will not subcontract, transfer, assign or delegate, in whole or in part, the Agreement or any of its obligations or rights thereunder without Carcoustics' prior written consent and any attempted assignment without such consent will be void and unenforceable. For purposes of the Agreement, the affiliates of Supplier are considered subcontractors. In the event that Carcoustics permits Supplier to subcontract any of its obligations under the Agreement, Supplier may not change subcontractors without Carcoustics' advance written approval and such change must be made in accordance with any applicable Carcoustics requirements and/or the Supplier Quality Manual. Supplier will remain primarily liable and obligated to Carcoustics for the timely and proper performance of all of its obligations under the Agreement, even if such obligations are assigned or delegated to a

Carcoustics-approved subcontractor, and for the proper and timely performance and actions of any person or entity to which it assigns or delegates or subcontracts any such obligation. Carcoustics may assign the Agreement, in whole or in part, or any of its rights and obligations under the Agreement without the consent of Supplier.

22. Termination.

a. For Cause. Carcoustics may terminate the Agreement, in whole or in part, without liability to the Supplier if it repudiates or breaches any of the terms of the Agreement, including any of the representations, covenants or warranties as set forth herein, or fails to make progress so as to ensure timely and proper performance. In such case, Carcoustics will first give written notice of the condition to the Supplier specifying the failure or breach, and the Supplier will have 15 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice to correct or remedy the breach. If the condition is not corrected or remedied within such period, then Carcoustics may immediately terminate without further notice.

b. For Insolvency. Carcoustics may immediately terminate the Agreement, in whole or in part, without liability to Supplier in any of the following or any other comparable events: (i) insolvency of Supplier; (ii) filing of a voluntary petition in bankruptcy by Supplier; (iii) filing of any involuntary petition in bankruptcy against Supplier; (iv) appointment of a receiver or trustee for Supplier; or (v) execution of an assignment for the benefit of creditors by Supplier, provided that such petition appointment or assignment is not vacated or nullified within 15 days of such event.

c. Not for Cause. Carcoustics may, at its option, terminate the Agreement, in whole or in part, for convenience on 60 days written notice to Supplier. Upon such termination, Carcoustics' sole liability and Supplier's sole and exclusive remedy will be for Carcoustics to pay to Supplier the following amounts without duplication: (i) the Prices for all Products and/or Services that have been completed and delivered in accordance with the Agreement and not previously paid for, and (ii) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Products to the extent such costs are reasonable in amount and properly allocable and apportionable under generally accepted accounting principles to the terminated portion of the Agreement. Unless otherwise agreed in writing, Carcoustics will make no payment for finished Products, work-in-process or raw materials (fabricated or procured) that are in excess of the firm Release quantities, for any Products that are standard stock items and readily marketable, for any Products, work-in-process or raw materials that can be used for other customers, for claims by Supplier's subcontractors, lost profits, unabsorbed overhead, interest on claims, product development or engineering costs, unamortized depreciation costs or general and administrative costs. Within 30 days after the effective date of the termination, Supplier will submit a comprehensive termination claim with sufficient

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supporting data to enable Carcoustics to evaluate the claim.

d. For Change of Control. Carcoustics may terminate the Agreement, in whole or in part, without liability to Supplier upon 30 days written notice to Supplier if a direct or indirect change of control of Supplier occurs, or if Supplier acquires or merges with a competitor of Carcoustics. A change of control includes: (i) the sale, lease or exchange of a substantial portion of the Supplier's assets used for the production of the Products; (ii) the sale or exchange of a controlling interest, or 50% or more, in the equity of Supplier or any direct or indirect parent entity of Supplier; or (iii) the execution of a voting or other agreement of control with respect to Supplier or any direct or indirect parent entity of Supplier. Supplier will provide Carcoustics with written notice of a change of control within 10 days after the change of control has become effective.

23. Termination Assistance. In the event of expiration or a termination of the Agreement, or any of the Agreement Documents, in whole or in part, for any reason, Supplier will, at no additional cost:

a. upon Carcoustics' request, continue to supply the Products and Services for such time as is necessary, as determined by Carcoustics at its sole discretion, for Carcoustics to transition its purchase of the Products and Services to an alternate supplier;

b. upon Carcoustics' request, assist Carcoustics in locating an alternative source for the Products and Services and in moving production to the alternate source selected by Carcoustics;

c. take all actions necessary to protect any of Carcoustics' property in the possession of Supplier, its subcontractors or suppliers;

d. transfer title and possession of the Products, Supplier Tooling, work-in-process and raw materials that Carcoustics has agreed to acquire from Supplier and return to Carcoustics the Carcoustics Tooling and other property of Carcoustics; and

e. provide any other termination assistance reasonably requested by Carcoustics.

24. Electronic Communication. Supplier will comply with any method of electronic communication specified by Carcoustics, including requirements for electronic funds transfer, purchase order transmission, production Releases, electronic signature and communications.

25. Complete Agreement, Priority, Amendments. The Agreement constitutes the entire agreement with respect to the subject matter of the Agreement and

supersedes all prior oral or written representations or agreements by the Parties, except as expressly identified in the Agreement. All terms and conditions contained in Supplier's quotations, sales forms, invoices, order acknowledgements, or any other acceptance forms, and any Supplier documents posted on Internet web sites, that conflict with these Terms and Conditions will not be effective or binding on either Party. No amendments, subsequent terms, conditions, understandings or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by the authorized representatives of both Parties.

26. Waiver and Severability. The failure of either Party at any time to exercise any of its rights under the Agreement will not be deemed to be a waiver of those rights or any other rights under the Agreement. If any portion of the Agreement is or becomes invalid under any applicable Law, such portion will be deemed stricken and the rest of the Agreement will remain in full force and effect.

27. Dispute Resolution. Prior to pursuing any legal remedy against the other, an aggrieved Party will notify the other in writing of the dispute and will promptly pursue negotiations in good faith through dialogue between authorized representatives. In the event that any dispute cannot be resolved through negotiation, then either Party may pursue litigation in accordance with Section 28 (Governing Law, Venue and Remedies). Notwithstanding the foregoing, nothing in the Agreement shall limit the right of either Party to apply to a court or other tribunal having jurisdiction to: (i) seek provisional, temporary or preliminary injunctive relief in response to an actual or threatened breach of the Agreement, or otherwise so as to avoid irreparable damage or maintain the status quo, until the dispute is resolved; or (ii) take any other action to resolve a dispute, if the action is specifically agreed to in writing by the Parties.

28. Governing Law, Venue and Remedies.

a. Governing Law. This Agreement will be governed and enforced in accordance with the laws of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded and shall not apply to the Agreement. In addition to all of its rights and remedies pursuant to the Agreement, Carcoustics hereby expressly reserves all rights and remedies under the provisions of the Uniform Commercial Code, as enacted in Michigan, and any other applicable law.

b. Venue. When bringing an action to enforce the Agreement, the Parties agree to the following jurisdiction: the State of Michigan or the location of Carcoustics' principal place of business as determined by Carcoustics in its sole discretion.

c. Remedies. The Parties' remedies in the Agreement are cumulative and are in addition to any other remedies available to them at law or in equity.

d. Attorneys' Fees. In the event that Carcoustics must enforce its rights and remedies under the

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Agreement, it shall be entitled to collect from the Supplier all of Carcoustics' reasonable attorneys' fees, interest, costs, and expenses.

29. Survival. Any provision of the Agreement which, by its nature, would survive termination or expiration of the Agreement will survive any such termination or expiration of the Agreement including Section 15 (Product Warranty, Non-Conforming Products and Recall), Section 18 (Insurance and Indemnification), Section 21 (Confidentiality and Information Security), Section 23 (Service Requirements), Section 34 (Termination Assistance), Section 40 (Governing Law, Venue and Remedies), and Section 42 (Survival).