

CLARIOS TERMS AND CONDITIONS**1. ACCEPTANCE AND MODIFICATION OF AGREEMENT**

This purchase order (P.O.) becomes a binding contract, subject to the terms and conditions hereof, when accepted by delivery of written acknowledgment to Buyer or by delivery of goods in whole or in part. Any acknowledgment form or other form of Seller containing terms and conditions of sales shall not have the effect of adding to, modifying or deleting the terms and conditions hereof. Any addition to, modification of, or deletion from this P.O. shall be in writing and signed by Buyer's authorized representative. It is the specific intent of the parties that the terms of this P.O. shall govern the relationship between Buyer and Seller, unless the parties otherwise agree in writing.

2. DELIVERY

Time of delivery is and shall remain the essence of this P.O. In the event Seller fails to deliver as and when specified, Buyer reserves the right to cancel this P.O., or any part thereof, without prejudice to or waiver of its other rights. Buyer may charge Seller with any loss or expense sustained as a result of such failure to deliver in accordance with this P.O. If Seller is unable to meet the delivery requirements listed on the P.O., Seller shall advise Buyer of different delivery dates on written acknowledgement, and Buyer may accept changed delivery dates or Buyer may request Seller to ship by express carrier. Upon such request, Seller shall ship by express carrier and Seller shall pay the difference between the freight and express rate.

3. SHIPPING AND PACKING

All items ordered shall be suitably packed and marked for shipping by Seller. Buyer shall not be charged for any packing, marking or boxing not separately itemized hereon. Seller shall be liable to Buyer for any loss or damage resulting from Seller's failure to provide adequate protection during shipment. Buyer and Seller shall assist each other, including the procuring of any documents of information, in filing and/or prosecuting any claims against carriers or others arising out of any such shipment.

4. INVOICES

Seller shall send all invoices to the address stated on the front of the P.O. or the address designated by Buyer in written. All invoices shall include (a) the purchase order release number; (b) item number on the release; (c) invoice quantity; and (d) unit price and total invoice amount. The invoice shall also include a separately itemized list of all applicable sales and/or use taxes, and any freight charges invoiced shall also be listed separately and accompanied by a copy of the freight bills. Buyer agrees to settle the invoices in the payment dates appointed by Buyer (No earlier than the ninetieth (90th) day upon receipt of the invoices).

5. OVERSHIPMENTS

All goods shipped on this P.O. must not be in excess of quantity ordered unless authorized by Buyer in writing. Overshipments may be returned at Seller's expense.

6. WARRANTIES

In addition to Seller's standard warranty and/or service guaranty, if any, Seller also warrants that all goods supplied hereunder shall be free and clear of all liens and encumbrances, including entire good and merchantable title thereto being in the Seller; shall be free from any defects in design, material or workmanship; shall be of good and merchantable quality; shall conform to any of Buyer's drawings and specifications set forth, attached or referred to herein, and all applicable standards and codes; shall conform to any sample approved by Buyer; shall be fit and safe for all purposes for which the same are purchased hereunder, and of which Seller shall have been informed by Buyer or shall be otherwise aware; and shall comply and have been produced, processed and delivered in conformity with all applicable Federal, State, or other laws, administrative regulations and orders.

The foregoing warranties shall survive inspection, delivery, and payment. In addition to all other remedies permitted by law, Buyer shall have the option and the right to return all defective items to Seller, at Seller's

expense, for repair, replacement or refund.

7. PROPRIETARY INFORMATION

All specifications, drawings, designs, know-how, trade secrets, customer lists, sales information, technical data, inventions, or other proprietary information which may be disclosed by Buyer to Seller, or which are developed by Buyer or Seller in connection with this P.O. shall be the sole and exclusive property of Buyer, and Seller agrees to retain all such proprietary information in strict confidence and not to disclose it to other parties or otherwise use it except as may be specifically required to provide the goods to Buyer hereunder. Seller agrees to disclose promptly to Buyer any proprietary information developed in connection with this P.O. and to transfer all right, title and interest in and to such proprietary information to Buyer, including any applications for Letter Patents or other registrations thereon prepared at Buyer's expense.

8. MATERIAL FURNISHED BY BUYER

Any material, molds, dies, jigs, tools and equipment furnished by Buyer in connection with this P.O. shall remain the sole property of Buyer and shall be deemed to be bailed to Seller for the limited purpose of providing goods to Buyer hereunder. Seller shall not sell or otherwise encumber Buyer's title and interest in such items, and specifically agrees to return such items to Buyer upon demand. Seller shall be responsible for any loss or damage thereto and shall keep all materials, tools and equipment in which Buyer has an interest insured against risk of loss or damage, for their value at Seller's expense while they are in Seller's possession. Any remaining material, tools and equipment shall be immediately returned to Buyer F.O.B. If Buyer designates the location for return within this P.O., Seller shall, at its own costs and expenses, return such items to the designated location. Seller's facility, properly packed upon receipt of Buyer's written directions. Seller further agrees to assist Buyer in any efforts necessary to perfect Buyer's security interest, if any, in such items, and Seller agrees that a photocopy of this contract may be filed in lieu of the filing of a financing statement.

9. PRICE

If the price is omitted or incorrectly stated on the order, the price which confirmed in written by Buyer shall be applicable to this order

10. INDEMNITY AND INSURANCE

Seller agrees to defend, indemnify and hold Buyer, its employees, officers, directors, shareholders, agents and assigns harmless from and against any and all suits, claims, demands, causes of action, damages, losses, costs and expenses of any kind (including reasonable attorneys fees), arising out of or relating to (a) non-compliance or alleged noncompliance by Seller of any law referred to in Paragraph 17, (b) the manufacture, transportation or sale of the goods under this contract, or (c) any negligent or willful act or omission by Seller, its officers, agents, or employees. Seller, at its expense, shall maintain and submit evidence of adequate levels of the following insurance: Public Liability, Property Damage, Worker's Compensation and Comprehensive General Liability insurance, including coverage for contractual and product liability, and upon Buyer's request shall provide adequate automobile liability insurance including coverage for owned, non-owned and hired vehicles. In the event any goods sold and delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify and save harmless Buyer from all loss or the payment of all sums of money by reasons of any accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of said goods and are contributed to by said defective condition, including product recalls.

Seller agrees that Buyer's indemnity or any form of compensation or expense payment involved in the relevant transaction with Buyer, Buyer's employees, the managers, the directors, the shareholders, the agents and transferees, none of them applies to any form of liability limit of exemption.

11. PATENTS, TRADEMARKS AND TRADENAMES

Unless authorized by Buyer in writing, the names of Buyer, its parent, subsidiaries and/or any affiliated corporations or any of their trade names, copyrights, or trademarks shall not be used by Seller. Seller agrees to indemnify and save harmless the Buyer, its officers, agents, successors, assigns and customers from and

against any and all loss, cost, expense or damages, including reasonable attorney's fees, due to any actual or alleged infringement or violation by Seller of any trade name, trademark, copyright or patent (unless the goods ordered are of Buyer's design) arising out of or on account of the manufacture, possession, sale or use of any goods provided herein.

12. TERMINATION

Buyer may terminate this P.O. in whole or in part by providing written notice to Seller. The acceptance of goods or performance of services etc. after the occurrence of any of the following enumerated events shall not affect the right of Buyer to terminate under this paragraph.

In the event Buyer terminates this P.O. for any of the following: (a) a material breach by Seller; (b) Seller's insolvency or commission of an act of bankruptcy; (c) filing a voluntary or involuntary petition of bankruptcy by or against Seller; or (d) appointment of a receiver for Seller by any court of competent jurisdiction, then Buyer's sole liability shall be limited to paying Seller the price of any items delivered and accepted in written by Buyer.

In the event of a termination for any other cause, Seller shall promptly notice Buyer. Buyer will pay up the amount for the accepted items which confirmed in written.

13. INDEPENDENT CONTRACTORS

Seller and Buyer understand and agree that the relationship between them is that of independent contractors (with the obligation solely on the Seller's part to pay any taxes imposed on or measured by income) and that Seller is not an agent or employee of Buyer. Subject to the rights granted to and the obligations undertaken by Seller hereunder, Seller shall conduct its business at its own initiative, responsibility and expense. Seller agrees to provide Buyer with Seller's Federal Identification or Social Security number as a condition precedent to Buyer's obligation to make any payment hereunder.

14. GOVERNING LAW; JURISDICTION

The P.O. is to be construed according to the laws of the People's Republic of China, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict-of-laws provisions that would require application of another choice of law. The signing place of this P.O. including the terms and conditions is Changning District, Shanghai. Any dispute regarding this P.O., the validity of this P.O., or any of these Terms, or any other matter between the parties (other than requests for injunctive relief, (to the extent available by law)) will be under the jurisdiction of the Shanghai Changning District People's Court..

15. LIEN RELEASE

Seller shall indemnify and hold harmless Buyer from and against all liability loss, cost, damage or expense, including attorney's fees, which Buyer may suffer or incur as a result of any claim by laborers, mechanics and/or material liens which arise out of or in connection with Seller's obligations under this P.O. As a condition to payment of any invoice submitted under this P.O., Seller shall furnish Buyer with mechanics lien releases covering all labor, material and all other things used by Seller in the performance of the work covered by this P.O.

16. FORCE MAJEURE

Neither party hereto shall be liable for any loss or damages arising out of a failure to perform hereunder to the extent such loss or failure is caused by riots; war or hostilities between any nation; acts of God; fire, storm; flood; earthquake; strikes, labor disputes; shortage or delay of carriers; power or other utility services; or any governmental restrictions, including the Defense Materials System Priority Regulations. A party seeking relief under this paragraph shall immediately notify the other in writing that a force majeure event has occurred, the nature of the event, and the anticipated duration. That party shall use best efforts to minimize the time of such event. Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this P.O., Seller shall immediately give written notice thereof to Buyer.

17. Compliance with Laws and Ethics.



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Seller, and any Supplies supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, including laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. The Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Supplies or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination. Seller and its employees and contractors will abide by Supplier's Ethics Policy (available at <https://codeofethics.clarios.com>) or by calling 4001 204952 or Seller's own equivalent ethics policy.

The Seller's signing of this P.O. including the terms and conditions means that Seller has carefully read the above and the related links listed in this P.O., and fully understand it's content and meaning. Seller agrees and is willing to accept the restrictions on the content shown in the relevant link.

18. CHANGES

Buyer may at any time by written notice, modify, change, add, or delete to the properties and requirements of the drawings, specifications, samples, quantities, delivery schedules, shipments, or other descriptions as to any article, material or work covered by this P.O. If any such order affects the costs of, or the time required for, fabrication and delivery of the goods, Seller shall submit a claim for adjustment under this clause within thirty (30) days from the date of notification of the change, and Seller and Buyer shall then mutually agree in writing upon any change in Seller's compensation.

19. WAIVERS

Any waiver of strict compliance with the terms of this P.O. shall not be a waiver of Buyer's right to insist upon strict compliance with the terms of the P.O. thereafter, or any future orders.

20. PERFORMANCE BY SELLER

This P.O. is issued to Seller in reliance upon Seller's personal performance of the duties imposed, and by accepting same, Seller agrees not to assign this order or delegate the performance of its duties without obtaining the prior written consent of Buyer. Any such assignment or delegation attempted without Buyer's prior written consent shall effect, at the option of Buyer, a cancellation of all Buyers' obligations hereunder.

21. SET OFF

Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable to at time by Buyer