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AFTERMARKET TERMS OF SALE

1. Contract

(a) The purchase order (the “**Purchase Order**”) together with these terms and conditions of sale (these “**Terms**”) and any addendums or other documents incorporated or referred to in the Purchase Order or herein and any paper or electronic releases issued hereunder, (collectively, the “**Agreement**”) constitutes the entire contract between the TI Automotive legal entity named on the Purchase Order (the “**Seller**”) and the buyer (“**Buyer**”) for the materials ordered (the “**Goods**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its Purchase Order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. No amendment or modification to this Agreement will be binding upon either party unless it is in writing and is signed by both parties.

2. Orders

Buyer will purchase the Goods by submitting Purchase Orders to Seller. All orders submitted to Seller by Buyer will be considered firm offers. Seller may elect to reject any order for capacity or other reasons. Any order which has been received by Seller can only be canceled, terminated or modified by Buyer upon payment of Seller’s reasonable charges incurred by reason of such cancellation, termination or modification (if applicable). If Seller is unable to meet the delivery schedule for any order, Seller will notify Buyer as soon as commercially practical and will have no liability to Buyer.

3. Delivery

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer’s Purchase Order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Ex Works Seller’s factory as defined in Incoterms 2010 (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Except as otherwise agreed in writing, Seller will not be obligated to provide special packaging and/or private or custom labeling. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.



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(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Purchase Order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Non-Delivery

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

5. Quantity

The quantity applicable to each Agreement is specified on the face of the Agreement. The quantity specified may be for up to one hundred percent (100%) of Buyer's requirements for the Goods.

6. Inspection and Rejection of Nonconforming Goods

(a) Buyer shall inspect the Goods upon receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as defined herein below) during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's Purchase Order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price (as defined herein below) for such



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Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. Title and Risk of Loss

Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

8. Price

(a) Buyer shall purchase the Goods from Seller at the prices (the "**Prices**") set forth in Seller's published price list or in an agreement between Seller and Buyer in force as of the date that Seller accepts Buyer's Purchase Order. If the Prices should be increased by Seller before delivery of the Goods to the Delivery Point or a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

9. Payment Terms

(a) Buyer shall pay in full all invoiced amounts due to Seller within thirty (30) days of shipment (unless otherwise agreed by the parties). Buyer shall make all payments hereunder by wire transfer and in the currency set forth in the invoice unless otherwise stated.



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(b) Seller may, at any time, suspend performance of any order, require payment in cash, or require other security or assurance of payment satisfactory to Seller, when Seller reasonably determines that the financial condition of Buyer or other reasonable grounds for insecurity warrant such action.

(c) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10. Limited Warranty

(a) Seller warrants that all Goods sold to Buyer under this Agreement will conform to the drawings and specifications Seller and Buyer have agreed upon in writing and will be free from defects in material and workmanship under normal use and circumstances. Subject to the final sentence of this Subsection 10(a), Seller's sole obligation, and Buyer's exclusive remedy, under this warranty is for Seller, at its discretion, to repair or replace the Goods or credit to Buyer's account the original purchase price of the Goods which Buyer notifies Seller fail to meet the foregoing warranty within one (1) year of the delivery of the Goods to Buyer. If Buyer believes that it has identified Goods which fail to conform to the above warranty during the warranty period, Buyer shall promptly advise Seller in writing and, at Seller's discretion, return the Nonconforming Goods to Seller pursuant to Seller's shipping instruction or otherwise handle such Goods as Seller and Buyer reasonably agree. To the extent that returned Goods are found to be in compliance with Seller's warranty, Seller will return the conforming Goods to Buyer and Buyer will pay the cost of freight and duty in both directions. Notwithstanding the foregoing, Seller shall not be required to repair or replace Goods, or to credit to Buyer the purchase price thereof, when the Buyer is a co-manufacturer or for Goods which constitute high-performance products beyond factory defects, and stock replacement product sales sold to distributors or internet customers will be provided a limited lifetime warranty by Seller.

(b) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 10(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b)**

WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Seller's warranty does not apply to Goods (i) which have been subjected to misuse, negligence, accident, or improper maintenance, storage, commissioning, installation, or application; (ii) which have been repaired or altered without Seller's prior written consent; (iii) which became defective because of Buyer's failure to follow Seller's oral or written instructions, or (iv) which, based upon Seller's examination, do not disclose to Seller's reasonable satisfaction nonconformance to the warranty.

(d) SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

11. Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Goods Changes

Seller may at any time add, change, or cease making Goods available without notice to Buyer and Buyer shall have no claim against Seller for failure to furnish Goods of the model, design, or type previously sold.

13. Intellectual Property

(a) All patents, copyrights, trademarks, trade names, trade dress, trade secrets, copyrights, know-how, concepts, ideas, discoveries, inventions (whether or not patentable), processes, developments, designs, suggestions, materials, improvements, works of authorship, artwork, software, documentation, intellectual property/proprietary rights, rights in other tangible and intangible assets of a proprietary nature, domain names, company names, and the like remain property of



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Seller. Any use, transmission, or disclosure of the aforementioned is strictly prohibited without the prior written consent of Seller.

(b) Except to the extent of claims arising from or relating to any designs or specifications furnished by Buyer, Seller will defend and indemnify Buyer and Buyer's customers against legal actions and damages which they incur because of alleged infringement of a patent by reason of the sale or normal use of Goods furnished under this Agreement that have been designed by Seller, provided Buyer promptly notifies Seller in writing of such infringement and gives Seller full authority for the defense of such action. To the extent the Goods sold under this Agreement are prepared or manufactured according to the Buyer's designs or specifications, Buyer will defend and indemnify Seller against any legal actions and damages which Seller incurs because of alleged infringement of a patent based on such preparation or manufacture or by reason of the sale or use of the Goods sold under this Agreement.

(c) Buyer acknowledges that Seller owns the various names, logos, trademarks, and service marks which are associated and used in connection with the Goods and that Seller has the right to specify or restrict Buyer's display or use of any such names, logos, trademarks and service marks.

(d) Buyer is granted the non-exclusive right of displaying such names, logos, trademarks and service marks in connection with the sale of the Goods, provided, however, that Buyer will not use Seller's name, trademarks, or logos except in accordance with Seller's approved formats and standards and will not undertake any specific marketing or promotional activities or campaign that may portray Seller or the Goods in any inappropriate or unfavorable manner. In any event, Seller may revoke the foregoing license at any time by written notice, in which case Buyer will immediately discontinue the display or use of any such names, logos, trademarks, and service marks.

(e) Unless otherwise agreed in writing by the parties, nothing herein shall transfer to Buyer any interest or ownership in any name, trademark, trade names, logos, or copyright, or in any patent applications, patents or any right, or license thereunder.

14. Confidential Information

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return and/or destroy any and all original and copies of the documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Responsibilities of Buyer

(a) Buyer shall use commercially reasonable efforts to promote and efficiently sell the Goods. Seller is happy to provide Buyer with marketing materials to this effect. Buyer will monitor the activities of its employees, agents, distributors, subcontractors and wholesalers, if any, by means of frequent contacts and meeting and shall be directly responsible for their activities. However, the terms of this Section 15(a) shall not apply in the event that the Buyer is a co-manufacturer.

(b) Buyer shall not supply, or agree to supply, any original equipment manufacturers with any of the Goods for any application whatsoever without first obtaining Seller's prior written consent.

(c) Buyer shall comply with the recommendations and directions received from Seller, particularly with respect to product warranties and trading policies. Buyer shall provide to Seller such sales forecasts and reports on a periodic basis as Seller may reasonably require.

(d) In the case of disputes with Buyer's customers on issues concerning personal injury, death or property damage allegedly caused by the Goods or any other disputes which are likely to have a direct influence on the interests of Seller, Buyer shall promptly notify Seller and submit a detailed report thereon. Buyer will not settle any such disputes without Seller's prior written consent.

(e) Buyer shall endeavor to maintain an adequate stock of the Goods in order to meet its customers' demand.

16. Compliance with Law

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

17. Termination

(a) In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer:

(i) fails to pay any amount when due under this Agreement;

(ii) has not otherwise performed or complied with any of these Terms, in whole or in part;

(iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors;

(iv) has a provisional attachment, provisional injunction, compulsory execution or any other disposition similar thereto made by any third party against all or substantially all of its assets;

(v) goes into dissolution or consolidates or merges with any other company; or

(vi) is the subject of an administrative measure instituted by competent authorities such as the revocation of a license for business or an injunction suspending business.

(b) In the event this Agreement is terminated for any reason. Buyer will, in addition to any other rights or remedies available to Seller, pay to Seller the following:

(i) The price in effect at time of shipment for all Goods which have been shipped or the price in effect at time of termination for all Goods ready for shipment pursuant to a firm order; and

(ii) The actual costs of work-in-progress and raw materials incurred by Seller, its subcontractors or suppliers in reasonable anticipation of upcoming orders by Buyer, or to fill orders submitted by Buyer prior to the time of termination.

18. Waiver

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Force Majeure

The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, by way of example and not by way of limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, labor problems (including lockouts, strikes, and slowdowns) at Seller's facilities or its source plants or its suppliers, or restraints or delays affecting carriers or inability or delay in obtaining supplies of



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adequate or suitable materials, materials or telecommunication breakdown or power outage, or court injunction or order.

20. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

21. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

23. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State and/or Country of the Seller and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action or proceeding.

24. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. A Notice may be delivered by (a) first class mail; (b) courier service; (c) fax; or (d) standard email. A Notice using method (a) or (b) is effective as of the date of delivery, and using method (c) or (d) is effective as of the date of transmission.

25. Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



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26. Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Payment Terms, Intellectual Property, Confidential Information, Compliance with Law and Survival.