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This Supplier Agreement for Purchase and Sale of Products (the “Agreement”) is made and entered into on [INSERT EFFECTIVE DATE OF AGREEMENT] (“Effective Date”), by and between **MEKRA Lang North America, LLC**, a South Carolina limited liability company and/or (as shown on the signature lines below) **Mekra Lang México S. de R.L. de C.V.**, [INSERT PLACE OF ORGANIZATION AND TYPE OF ENTITY] (individually or collectively, “**MLNA/MLMX**”) and [INSERT LEGAL NAME OF SUPPLIER], a [INSERT PLACE OF ORGANIZATION AND TYPE OF ENTITY] (“**Supplier**”). **MLNA/MLMX** and Supplier are collectively referred to as the “Parties” and each is a “Party.”

1. Object of Contract.

WHEREAS, **MLNA/MLMX** manufactures predominantly vision systems and other parts for manufacturers of vehicles (“**OEMs**”) and their end users (including aftermarket) and wishes to purchase from Supplier certain Products for use in or with **MLNA/MLMX**’s vision systems and other vehicle products; and

WHEREAS, Supplier wishes to provide and sell to **MLNA/MLMX** certain Products for use by **MLNA/MLMX** for the assembly and manufacture of **MLNA/MLMX**’s vision systems and other vehicle products.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **MLNA/MLMX** and Supplier agree as follows:

2. Contractual Documents.

(a) This Agreement, along with **MLNA/MLMX**’s Purchase Orders and Releases (as defined below), and the documents listed below, form this Agreement and the terms of these documents are hereby incorporated by reference:

Schedule A: Part Numbers, Description, Raw Material Content/Cost, Price and Production Part Approval Process (“**PPAP**”), Supplier Capacity Confirmation, Commercial Conditions.

Annex 1: [SD 8.4-4 MEKRA Lang North America Quality Requirements](#)


Annex 2: [SD 8.4-3 MEKRA Lang North America Logistics Requirements](#)

Annex 3: [SD 7.4-51 MEKRA Lang North America Packaging and Labeling Requirements](#)

Annex 4: [CP 045 MEKRA Lang North America Code of Conduct](#)

Annexes 1-4 are subject to update by **MLNA/MLMX** from time to time. Supplier is bound by updates and is responsible for regularly checking with **MLNA/MLMX** for updates.

(b) The terms and conditions contained in this Agreement and the Basic Purchase Order Terms exclusively govern and control each of the Parties' respective rights and obligations regarding the purchase and sale of Products, and the Parties' agreement is expressly limited to such terms and conditions. Notwithstanding the foregoing, if any terms and conditions contained in a Purchase Order conflict with any terms and conditions contained in this Master Agreement, the order of precedence is: (a) the Basic Purchase Order Terms of the relevant Purchase Order, (b) this Agreement, and (c) the remaining terms of the relevant Purchase Order.

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(c) Any additional, contrary, or different terms contained in any of Supplier's confirmations, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter this Agreement, are deemed rejected by **MLNA/MLMX** and will not modify this Agreement or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized Representatives of both Parties.

3. **Definitions.**

As used herein, the term:

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

"Basic Purchase Order Terms" means any one or more of the following terms specified by **MLNA/MLMX** in a Purchase Order or Release: (a) Products to be purchased; (b) the quantity of each of Product ordered; (c) the Delivery Date(s) (or range of Delivery Dates); (d) the unit Price for each of Product to be purchased; (e) the billing address; and (f) the Delivery Location(s); in each case, including all terms and conditions attached to, or incorporated into, such Purchase Order. **MLNA/MLMX** may further specify quantities and Delivery Dates in one or more Releases as Basic Purchase Order Terms.

"Business Day" means any day other than Saturday, Sunday, or a federal holiday.

"Claim" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity, or otherwise.

"Contract Year" shall be the period beginning on the date of Supplier's first delivery of Products in commercial production quantities to **MLNA/MLMX** and ending after the next successive 12 full calendar months, and thereafter each subsequent period of 12 full calendar months.


"Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

"Customer" means any OEM, any Tier 1 supplier, or any other purchaser to which **MLNA/MLMX** delivers **MLNA/MLMX**'s products and into which Products hereunder are incorporated or with which Products hereunder are used.

"Defective Products" means Products shipped by Supplier to **MLNA/MLMX** pursuant to this Agreement that do not conform to the warranties or other provisions of this Agreement.

"Delivery Date" means the delivery date for Products ordered hereunder that is set forth in a Purchase Order.

"Delivery Location" means the street address for delivery specified on **Schedule A** or in the applicable Purchase Order.

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"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization, or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

"Intellectual Property Rights" means all forms of intellectual property rights in any country or region, including, but not limited to, patents, copyright, trademarks, service marks, trade names, logos, copyrights, rights of authorship, inventions, mask work rights, moral rights, rights of inventorship, trade secrets and Know-how, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

"Know-how" means all confidential knowledge or business information of any nature or form, including, but not limited to, research and development data and records, inventions, discoveries, ideas, processes, formulae, drawings, specifications, descriptions, methods, routines, manuals, instructions, production data, experiences and other technical or commercial know-how as well as all books and records in whatever form in relation to the foregoing.

"Law" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.


"Losses" mean any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers.

"Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

"Product(s)" shall mean the production goods, products, works and services manufactured and/or processed by Supplier as described on **Schedule A**, including without limitation all production and service parts, components, assemblies, accessories, raw materials, portions, items, repairs, replacements and substitutions thereof.

"Purchase Order" means any order for the purchase of Products issued by **MLNA/MLMX** to Supplier, including **MLNA/MLMX's** Releases.

"Release" means any document that describes the required quantity of Product and Delivery Date(s) (e.g. releases, demands, scheduling orders or agreements).


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"Representatives" means a Party's Affiliates, and each of their respective employees, agents, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors, and permitted assigns.

"Taxes" means any and all sales, use, gross receipts, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any Governmental Authority on any amounts payable by **MLNA/MLMX** under this Agreement; exclusive, however, of any taxes, assessments, or other levies imposed on Supplier's income or capital (including leased or purchased property, equipment, or software), any franchise taxes, any taxes in lieu of net income taxes, and any other direct taxes imposed on Supplier.

4. **Purchase and Sale of Products.**


- (a) Pursuant to Purchase Orders issued by **MLNA/MLMX**, Supplier shall sell and deliver to **MLNA/MLMX**, and **MLNA/MLMX** shall purchase from Supplier, Products specified in Purchase Orders. Such purchases and sales shall be for Products and Prices set forth on **Schedule A**. Any Affiliate of **MLNA/MLMX** shall also be entitled to issue Purchase Orders and purchase Products from Supplier under the terms of this Agreement. Only the specific **MLNA/MLMX** Party issuing a Purchase Order will be liable to Supplier for obligations in connection with a Purchase Order. Neither **MLNA** or **MLMX** or any Affiliate of either of them will be liable to Supplier for any obligations of any other **MLNA/MLMX** Party or Affiliate.
- (b) During the term hereof, **MLNA/MLMX** may, but shall not be required to, provide Supplier with estimates or forecasts of **MLNA/MLMX**'s requirements for Products from Supplier. Any forecasts or estimates are for information purposes only and may be modified by **MLNA/MLMX** at any time and in its sole discretion. Any product quantities cited in or pursuant to this Agreement, except for quantities cited in a Purchase Order as firm, are preliminary and non-binding only. **MLNA/MLMX** makes no representation, warranty or agreement as to the quantity of products that it will purchase from Supplier, if any, or that **MLNA/MLMX** will buy Products exclusively from Supplier.
- (c) **MLNA/MLMX** shall issue Purchase Orders to Supplier and Supplier shall confirm to **MLNA/MLMX** the receipt of each Purchase Order issued hereunder (each, a "**Confirmation**") within [NUMBER] Business Days following Supplier's receipt thereof. Each Confirmation must reference **MLNA/MLMX**'s Purchase Order number and confirm acceptance of the Purchase Order unless Supplier timely advises **MLNA/MLMX** that Supplier is unwilling to accept any terms or conditions in the applicable Purchase Order that conflict with the terms and conditions of this Agreement. If Supplier fails to issue a Confirmation within the time set forth above or otherwise commences performance under such Purchase Order, Supplier will be deemed to have accepted the Purchase Order. **MLNA/MLMX** may withdraw any Purchase Order prior to Supplier's acceptance (or deemed acceptance) thereof.
- (d) **MLNA/MLMX** may, in its sole discretion, on notice to Supplier, without liability or penalty, terminate all or any part of a Purchase Order with or without cause effective immediately or otherwise as specified in such notice. Upon any such termination, Supplier shall immediately cease work and purchasing materials relating to fulfilling the Purchase Order, and deliver to **MLNA/MLMX** on request all or any portion of Products under the relevant Purchase Order at the Prices.
- (e) **MLNA/MLMX** may, on notice to Supplier, request changes to a Purchase Order. On or before the second Business Day after receiving the request, Supplier shall submit to **MLNA/MLMX** its good faith

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description of the impact of such changes on the Basic Purchase Order Terms. **MLNA/MLMX** may then submit an amended Purchase Order reflecting all **MLNA/MLMX**-accepted changes.

5. Price and Payment Terms.

- a) **MLNA/MLMX** reserves the right to withhold payment for Defective Products until such time as Supplier has fulfilled all of its obligations.
- b) Payment for Products shall not constitute acceptance of Products, and all Products shall be subject to **MLNA/MLMX**'s inspection and rejection by **MLNA/MLMX** as well as other rights of **MLNA/MLMX** under this Agreement and applicable Law.
- c) The prices in **Schedule A ("Prices")** are firm for the term of this Agreement and any extensions thereof. All Prices include, and Supplier is solely responsible for, all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, customs, Taxes, tariffs and duties, insurance, and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of Products. Prices are not subject to increase for any reason, including changes in market conditions, increases in raw material, component, labor, or overhead costs, or because of labor disruptions, changes in program timing or length, or fluctuations in production volumes.
- d) **MLNA/MLMX** and Supplier may meet as needed to discuss possible adjustments of Prices. Any agreement to adjust Prices shall be based upon documented and justifiable grounds and subject to **MLNA/MLMX**'s agreement in its sole discretion. The agreed upon adjusted Prices shall be effective for all Products sold to **MLNA/MLMX** for the subsequent Contract Year, or as mutually agreed upon in writing by the Parties.
- e) **Invoicing and Payment.**
Supplier shall issue invoices to **MLNA/MLMX** for all Products delivered. The payment terms shall be net 90 calendar days' after the later of timely delivery of Products and receipt of a correct invoice.
 - (i) All invoices for the amounts stated as payable by **MLNA/MLMX** to Supplier shall be in such form, and accompanied by such information, as may reasonably be requested by **MLNA/MLMX** from time to time in order to verify the invoice amounts. **MLNA/MLMX** will not be obligated to pay any amount not properly invoiced within 90 days following delivery.
 - (ii) **MLNA/MLMX** shall pay only the undisputed portion of an invoice and shall notify Supplier of the amount in dispute and the basis for the dispute. Supplier shall continue performing its obligations under this Agreement during any such dispute.
 - (iii) Payment of invoices will not be deemed acceptance of Products or waiver of any rights of **MLNA/MLMX** under this Agreement or applicable Law.
- f) **Requirement to Remain Competitive.** Supplier shall remain competitive with respect to Products in terms of pricing, quality, performance, technology, and delivery during the term of this Agreement and any extension(s) thereof. Prices to be paid for Products shall not at any time be higher than the price paid by any of Supplier's other customers for the same or similar products. **MLNA/MLMX** may request that Supplier certify that it is not selling such same or similar products to any of Supplier's other customers at

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a price that is lower than **MLNA/MLMX** is paying for any Product. Should another supplier demonstrate technology which yields similar goods of equal or better quality or performance or at a lower price to **MLNA/MLMX** during the course of this Agreement, **MLNA/MLMX** may notify Supplier in writing of such competitive product(s) and Supplier shall have 90 days after receipt of notice to make Products competitive and available for delivery. If Supplier is unable or unwilling to make Products competitive within such period without violating the proprietary rights of any other party, **MLNA/MLMX** may immediately terminate this Agreement without further liability to Supplier.

6. Product Changes.

- (a) Supplier shall not make any changes to (a) the specifications of Products or any portion or component of Products; (b) the raw materials, production processes, procedures, or equipment used to manufacture Products; (c) the facility or facilities at which Products are manufactured; without **MLNA/MLMX**'s prior written consent.


- (b) Either Party may from time to time propose a change of the specifications for Products. If the Parties agree to change the specifications, the Price of the affected Product shall be adjusted in proportion to the resulting change in Supplier's costs. If a change results in nonrecurring expenses for Supplier (e.g., tooling amortization), Supplier shall agree to reduce Prices upon recovery of those expenses.
 - (i) For Supplier initiated changes, Supplier shall provide suggested implementation date, new product specifications, highlight of changes from current product design, reasons for making the product change and all applicable cost impacts, if any; and,
 - (ii) Supplier shall provide **MLNA/MLMX** with the information in subsection (i) along with any other reasonably requested documentation within 30 days of its initial written notice of proposed specification changes.

7. Inspection.


- (a) **MLNA/MLMX** and its Customer shall have the right, but not the obligation, to inspect Products at any time during normal business hours at Supplier's manufacturing or storage facilities. After receipt of Products, **MLNA/MLMX**'s shall also have the right, but not the obligation, to inspect each delivery. Inspection or failure to inspect shall not be deemed a waiver of any of **MLNA/MLMX**'s rights.

- (b) Upon two Business Days' notice, and without advance notice in urgent cases, **MLNA/MLMX** shall be entitled to access all pertinent information for the purpose of auditing Supplier's invoices, Supplier shall preserve these documents for a period of 3 years after receipt of the final payment under this Agreement. In addition, and upon two Business Days' notice and without notice in urgent cases, **MLNA/MLMX** shall be entitled to have access to Supplier's premises during normal business hours and without interfering with Supplier's business in order to inspect all pertinent information regarding Supplier's manufacturing process, including, but not limited to, all work, materials, inventories, parts, tools, fixtures, gages and models and other items provided under **Schedule A**. Supplier shall segregate its records and otherwise cooperate with **MLNA/MLMX** to facilitate the audit or inspection.

8. Shipment and Delivery.

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- (a) Time, quantity, and delivery to the Delivery Location are of the essence under this Agreement. Supplier shall assemble, pack, mark, and ship Products strictly in the quantities, by the methods, to the Delivery Locations, and by the Delivery Dates, specified in or accordance with this Agreement. Delivery times will be measured to the time that Goods are actually received at the Delivery Location.
- (b) Supplier shall utilize forecast information submitted by **MLNA/MLMX** to ensure an adequate supply of Products within typical market fluctuations. Supplier shall maintain awareness of market conditions and advise **MLNA/MLMX** immediately upon receiving knowledge of a possible interruption in supply chain or potential failure to meet **MLNA/MLMX**'s forecasts or Releases. Any such "Short-Notice" notifications received less than 30 days in advance will be not accepted by **MLNA/MLMX**. Supplier will not condition the delivery of material, and will not use it as an argument to obtain an advantage over **MLNA/MLMX**, all costs generated by those actions shall be directly transfer to the supplier.
- (c) Supplier shall assure that such quantities will be sufficient to meet **MLNA/MLMX**'s orders as projected hereunder by **MLNA/MLMX**. The Supplier shall maintain a safety stock of finished goods that matches the fabrication authorization per release orders, and maintain a safety stock of raw material that matches the raw material authorization per release orders.
- (d) If, for any reason, Supplier fails to make delivery of Products without the agreed quality level and quantity in the time specified in the Releases, **MLNA/MLMX** may, at its option, demand for approve and revise delivery schedule from Supplier, request corrective actions from Supplier, like shipment via air or expedited routing, at Supplier's expense or just proceed to arrange the corrective actions with Mekra Lang resources and the costs will be immediately charged to Supplier or deducted from invoicing, in case of repetitive Delivery or Quality Issues **MLNA/MLMX** will terminate the order without any compensation to Supplier.
- (e) If Products are delivered after the Delivery Date, **MLNA/MLMX** may, at its sole discretion, hold Supplier responsible for Losses associated with the late delivery. These Losses may include, but are not limited to, expediting costs of component and finished goods, line downtime, overtime, or administrative costs. In the event that a late delivery affects delivery of **MLNA/MLMX**'s products to a Customer, Supplier shall be responsible for any Losses charged to **MLNA/MLMX** because of said late delivery. These Losses will be immediately charged to Supplier or deducted from invoicing.
- (f) If Supplier desires to move its shipping location with **MLNA/MLMX**'s approval and the move will result in an increase of the aggregate freight costs for **MLNA/MLMX**. Supplier shall reduce Prices to offset the additional freight costs, and seek **MLNA/MLMX**'s approval at least 60 days in advance.
- (g) Title to Goods shipped passes to **MLNA/MLMX** upon delivery of the Goods to the Delivery Location. Title will transfer to **MLNA/MLMX** even if Supplier has not been paid for such Goods. Notwithstanding any agreement between **MLNA/MLMX** and Supplier concerning transfer of title or responsibility for shipping costs, risk of loss to Goods passes to **MLNA/MLMX** upon receipt by **MLNA/MLMX** at the Delivery Location, and Supplier will bear all risk of loss or damage regarding Goods until **MLNA/MLMX**'s receipt of such Goods in accordance with the terms hereof.


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9. Packing, Labeling, Shipping and Documentation.

- (a) All Products shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. All packaging and labeling shall be conducted in accordance with **MLNA/MLMX's** Supplier Packaging and Labeling Requirements (Annex 3).
- (b) All Products shall be properly identified as to country of origin, and all packaging, labeling and documentation in connection with Products shall comply with applicable Law. In addition to its other obligations under this Agreement Supplier shall reimburse **MLNA/MLMX** for any Losses arising out of the failure of Products to be properly marked or the failure of such documentation to comply with all applicable Law, including, but not limited to, (i) all costs incurred in bringing Products or the documentation into compliance with Law, (ii) all freight costs for additional materials to cover production or Customer requirements, (iii) any fines, penalties or forfeitures levied by any Government Authority or Customer, and (iv) any legal expenses and fees.
- (c) Supplier shall promptly provide **MLNA/MLMX** with an accurate and complete USMCA Certificate of Origin and/or any other applicable country of origin certificate or declaration of origin certificate along with supporting documentation and an accurate and complete International Material Data System (IMDS) Certificate in accordance with applicable Law prior to the first delivery of any Products. In addition to its other obligations under this Agreement, Supplier shall reimburse **MLNA/MLMX** and/or Customers for any Losses resulting directly or indirectly from the Supplier's delay in furnishing such certificates to **MLNA/MLMX** and from incorrect information therein furnished by the Supplier.
- (d) Supplier shall comply with **MLNA/MLMX** 's labeling information (for series & project stage), label should be on at least two sides of the container, on adjacent corners in conformance to industry labeling practices. Suppliers are encouraged to develop bar code labeling techniques for product shipments. The print on the identification labels should be legible from 10 feet. Old labels should be removed from the containers. Containers shall be clearly identified with part numbers, description, supplier name, tracking number, and Purchase Order and/or Release number, OEM.

10. Product Warranties and Remedies.

- (a) Supplier warrants that:
 - (i) all Products sold and delivered hereunder shall be in accordance with samples submitted and agreed specifications.
 - (ii) Products shall be of merchantable quality, free from defects in materials and workmanship, and safe and fit for their intended use.
 - (iii) no claim, lien, or action exists or is threatened against Supplier that would interfere with **MLNA/MLMX's** use or sale of Products.
 - (iv) Products do not infringe any third-party Intellectual Property Rights, unless the infringement is based on designs furnished by **MLNA/MLMX**.
 - (v) **MLNA/MLMX** will receive good and valid title to Products, free and clear of all encumbrances and liens of any kind; and
 - (vi) Products are new and do not contain used or reconditioned parts.


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Supplier shall be responsible for any Losses (e.g., costs for sorting, actual defects, replacement, and associated administrative costs) relevant to Products prior to shipment to Customer. **MLNA/MLMX** may immediately direct debit account charges for product quality or delivery issues. Supplier further represents that it is able to maintain stabilized control of its manufacturing process and that it will maintain comprehensive statistical documentation to validate its processes.

- (b) Supplier is responsible for quality and field performance of Products provided to **MLNA/MLMX**. In the event of poor Product quality or Product failure, Supplier shall be responsible for costs associated with the insufficient quality or performance of the Product. Examples of related costs include, but are not limited to, replacement part cost, shipping & handling, labor costs of troubleshooting & repair, and administrative costs.
- (c) Products are intended to be used in various heavy vehicle mirror assemblies to be installed on trucks and **MLNA/MLMX** is under obligation to the OEM for a three year or 350,000 miles in-service warranty, whichever comes first. Therefore, Supplier warrants that Products will be free of defects in material and workmanship for the period of three years or 350,000 miles in-service use (whichever comes first) by the end-user of the commercial vehicle. The times set forth for delivery and the quality of Products, therefore, are of the essence. If delivery is delayed or Products do not meet the three year or 350,000 miles in-service warranty (whichever comes first) set forth above, Supplier shall be liable and shall reimburse **MLNA/MLMX** within 20 Business Days after written demand for its Losses, including, but not limited to, repair and/or replacement of Products.
- (e) If Products do not comply with the warranties in this Agreement, in addition to other remedies available at Law or in this Agreement, Supplier shall, at **MLNA/MLMX**'s discretion:
 - (i) repair or replace such Defective Products; or
 - (ii) credit or refund the Price of such Defective Products plus any inspection, test, and transportation charges paid by **MLNA/MLMX**, less any applicable discounts, rebates, or credits.
- (f) If **MLNA/MLMX**, any Customers, Supplier or any Governmental Authority determines that any Products sold to **MLNA/MLMX** are defective and a recall campaign is necessary, either Party may implement such recall campaign. **MLNA/MLMX** may return Defective Products to Supplier or destroy such Products, as determined by **MLNA/MLMX**, at Supplier's sole cost and risk, in addition to **MLNA/MLMX**'s remedies specified above for Defective Products. The foregoing will apply even if the product warranties applicable to the Products have expired. Supplier is liable for all of **MLNA/MLMX**'s costs associated with any recall campaign if such recall campaign is based on a reasonable determination that either: (a) Products fail to conform to either the warranties under this Agreement or applicable Law; or (b) the basis for the recall arose from Supplier's negligence or willful misconduct.

11. **Term and Termination.**


- (a) The term of this Agreement commences on the Effective Date and continues until terminated as provided below (the "**Term**"). The Term will automatically renew for additional successive Contract Years unless and until **MLNA/MLMX** provides notice of nonrenewal at least 30 days before the end of the then-current Term, or unless and until earlier terminated as provided under this Agreement

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- (b) **MLNA/MLMX** may terminate this Agreement (including all Purchase Orders), on notice to Supplier:
- (i) if Supplier repudiates or threatens to repudiate any of its obligations under this Agreement;
 - (ii) if Supplier is in breach of, or threatens to breach, any representation, warranty, or covenant of Supplier under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Supplier within a commercially reasonable period of time under the circumstances, in no case exceeding 30 days following Supplier's receipt of notice of such breach;
 - (iii) notwithstanding the preceding provision, if Supplier fails to, or threatens to fail to, timely deliver Products conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this Agreement;
 - (iv) if Supplier becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
 - (v) if Supplier fails to provide **MLNA/MLMX**, within a commercially reasonable time after **MLNA/MLMX**'s request (but in no case exceeding 10 days after such request) with adequate and reasonable assurance of Supplier's financial and operational capability to timely perform Supplier's obligations under this Agreement;
 - (vi) in the event of a Force Majeure Event affecting the Supplier's performance of this Agreement for more than 10 Business Days;
 - (vii) if, without obtaining **MLNA/MLMX**'s prior written consent, (x) Supplier sells, leases, or exchanges a material portion of Supplier's assets, (y) Supplier merges or consolidates with or into another Person, or (z) a change in Control of Supplier occurs; or
 - (viii) at **MLNA/MLMX**'s option, at any time, and for any reason.

Any termination under this 0 is effective on Supplier's receipt of **MLNA/MLMX**'s notice of termination or any later date set out in the notice.

- (c) Supplier may terminate this Agreement (including all Purchase Orders) on notice to **MLNA/MLMX** if **MLNA/MLMX** is in material breach of any representation, warranty, or covenant of **MLNA/MLMX** under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by **MLNA/MLMX** within a commercially reasonable period of time (in no case exceeding 30 days) after **MLNA/MLMX**'s receipt of notice of such breach. Any termination under this 0 is effective on **MLNA/MLMX**'s receipt of Supplier's notice of termination or any later date set out in the notice.
- (d) Effect of Expiration or Termination.
- (i) Unless the terminating Party directs otherwise, any termination automatically terminates all Purchase Orders.
 - (ii) Upon the expiration or earlier termination of this Agreement, Supplier shall promptly return to **MLNA/MLMX** all documents and tangible materials (and any copies) containing, reflecting,


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incorporating, or based on **MLNA/MLMX's** Confidential Information; and permanently erase all of **MLNA/MLMX's** Confidential Information from its computer systems

- (iii) The Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of the terminating Party's rights or remedies under this Agreement, at law, in equity, or otherwise.
- (iv) If requested in writing by **MLNA/MLMX**, Supplier shall, upon expiration of the Agreement, cooperate with **MLNA/MLMX** in the orderly and smooth transition of business to a new Supplier. In this event, a reasonable transition time shall be determined by **MLNA/MLMX**. This shall include, but not be limited to:
 - A. The continued supply of quality Products and parts delivered on time to **MLNA/MLMX** facilities from the date of **MLNA/MLMX's** request to the expiration date.
 - B. The production of a quantity of Product, to be determined by **MLNA/MLMX**, to ensure continuity of supply while **MLNA/MLMX**-owned tooling and assets are being transferred to a new Supplier.
 - C. Material handling and administrative support in moving **MLNA/MLMX**-owned tooling and other assets out of Supplier's facility.

12. Confidentiality and Exchange of Financial Information.

- (a) Supplier agrees to maintain the confidentiality of all proprietary information as set forth and agreed to in any separate confidentiality agreement entered into between the Parties. In addition, from time to time during the Term, **MLNA/MLMX** may disclose or make available to Supplier information about **MLNA/MLMX's** business affairs, goods and services, forecasts, confidential information, and materials comprising or relating to Intellectual Property Rights, third-party confidential information, and other sensitive or proprietary information, such information, as well as the terms of this Agreement, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes "Confidential Information" hereunder. Confidential Information excludes information that at the time of disclosure and as established by documentary evidence:
 - (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Supplier or any of its Representatives;
 - (ii) is or becomes available to Supplier on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
 - (iii) was known by or in the possession of Supplier or its Representatives before being disclosed by or on behalf of **MLNA/MLMX**;
 - (iv) was or is independently developed by Supplier without reference to or use of, in whole or in part, any of **MLNA/MLMX's** Confidential Information; or
 - (v) is required to be disclosed pursuant to applicable Law.
- (b) Supplier shall, for 3 years from disclosure of such Confidential Information:
 - (i) protect and safeguard the confidentiality of **MLNA/MLMX's** Confidential Information with at least the same degree of care as Supplier would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

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- (ii) not use **MLNA/MLMX's** Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- (iii) not disclose any such Confidential Information to any Person, except to Supplier's Representatives who need to know the Confidential Information to assist Supplier, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.


Supplier shall be responsible for any breach of this Section caused by any of its Representatives. The provisions of this Section shall survive termination or expiration of this Agreement for any reason for a period of 3 years after such termination or expiration. At any time during or after the Term, at **MLNA/MLMX's** written request, Supplier and its Representatives shall, promptly return all Confidential Information and copies thereof that it has received under this Agreement.

13. Intellectual Property Rights.

- (a) All Intellectual Property Rights developed and documented by **MLNA/MLMX** or Supplier, jointly or separately, within the scope of this Agreement, or related to Products, shall be the property of **MLNA/MLMX**. Supplier grants and assigns **MLNA/MLMX** all of Supplier's such Intellectual Property Rights. Supplier shall perform whatever actions are reasonably required or requested by **MLNA/MLMX** in order to transfer ownership of same to **MLNA/MLMX** or to provide evidence of **MLNA/MLMX's** ownership thereof.
- (b) All Intellectual Property Rights developed by or on behalf of Supplier outside the scope of this Agreement, or not related to Products shall remain the sole property of Supplier.
- (c) Each Party hereto shall be free to independently commercialize their respective Intellectual Property Rights in any conceivable way without the consent of the other Party hereto.
- (d) Unless otherwise expressly agreed, neither Party may not use the other Party's Intellectual Property Rights to include, without limitation, the other Party's trademarks, trade names or logos.

14. Insurance.

- (a) Without limiting Supplier's indemnification obligations under this Agreement, during the Term and for a period of [TIME PERIOD] thereafter, Supplier shall maintain in full force and effect commercial general liability insurance coverage with a policy limit for each occurrence and in the aggregate of at least Twenty Million Dollars (\$20,000,000), consisting of at least Five Million Dollars (\$5,000,000) in primary coverage and the remaining Fifteen Million Dollars (\$15,000,000) in an umbrella form for excess liability coverage, including bodily injury and property damage and products and completed operations, which policies will include contractual liability coverage insuring the activities of Supplier under this Agreement. Furthermore, Supplier shall carry and maintain automobile, worker's compensation, employer's liability and occupational disease insurance with coverage in a form satisfactory to **MLNA/MLMX**.
- (b) Supplier shall ensure that all required insurance policies:
 - (i) are issued by insurance companies reasonably acceptable to **MLNA/MLMX**;
 - (ii) provide that such insurance carriers give **MLNA/MLMX** at least 30 days' prior notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Supplier has new insurance policies in place that meet the requirements of this Section;
 - (iii) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of **MLNA/MLMX** shall be excess and non-contributory;

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- (iv) name **MLNA/MLMX** and **MLNA/MLMX's** Affiliates, including, in each case, all successors and permitted assigns, as additional insureds; and
- (v) waive any right of subrogation of the insurers against **MLNA/MLMX** or any of its Affiliates.

(c) Supplier shall provide **MLNA/MLMX** with copies of the certificates of insurance and policy endorsements for all required insurance coverage, and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement).


15. Indemnification.

- a) Supplier (as "Indemnifying Party") shall indemnify, defend, and hold harmless **MLNA/MLMX** and its Affiliates and Customers and its and their Representatives, successors, and assigns (collectively, "Indemnified Party") against any and all Losses relating to any Claim of a third party or Party alleging:
 - (i) breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party or Indemnifying Party's Representative;
 - (ii) any negligent or more culpable act or omission of Indemnifying Party or its Representative (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;
 - (iv) any bodily injury, death of any Person, or damage to real or tangible personal property caused by the acts or omissions of Indemnifying Party or its Representative or Products;
 - (v) any failure by Indemnifying Party or its Representative to comply with any applicable Law where Products are sold or delivered or where Customer products are sold or delivered;
 - (vi) any recall of Products;
 - (vii) Products infringe any third-party Intellectual Property Rights, unless the infringement is based on designs furnished by **MLNA/MLMX**; or
 - (viii) Losses to any property (including, without limitation, **MLNA/MLMX's** property) or any spill, discharge or emission of hazardous wastes or substances which relate to, in whole or in part, any defect of Products or any failure of Supplier to warn or any improper handling, operating or installation instructions or other act or omission of Supplier with respect to Products, or the performance by Supplier of any services for **MLNA/MLMX**, whether on the premises of **MLNA/MLMX**, Supplier or any third party.

- b) In addition and not in limitation of the foregoing, Supplier shall pay interest at any annual rate of ten percent (10%) to **MLNA/MLMX** on all amounts owed under this Section. **MLNA/MLMX** may at its option participate in the defense of any Claim with **MLNA/MLMX's** own attorney at Supplier's expense.

16. Force Majeure.

- (a) No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;

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(d) government order, law, or action; (e) embargoes or blockades in effect after the date of this Agreement; and (f) other similar events beyond the control of the Impacted Party. Supplier's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions or supplier actions, strikes or work stoppages, or labor or contract disputes will not excuse performance by Supplier under this Section.

(b) The Impacted Party shall give notice within 2 Business Days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 10 Business Days, **MLNA/MLMX** may thereafter terminate this Agreement upon written notice.

(c) In addition to its other rights under this Agreement or the applicable Law, during any Force Majeure Event with Supplier as the Impacted Party, **MLNA/MLMX** may, at its option:


- (i) purchase Products from other sources without liability to Supplier, and require Supplier to reimburse **MLNA/MLMX** for any additional costs to **MLNA/MLMX** of obtaining the substitute Products compared to the Prices for such Products under this Agreement; or
- (ii) require Supplier to provide Products from other sources in quantities and at a time requested by **MLNA/MLMX** and at the Prices for Products hereunder.

(d) The rights granted to Supplier with respect to excused delays under this Section are intended to limit Supplier's rights under theories of force majeure, commercial impracticability, impracticability, or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under Section 2-615 or 2-616 of the South Carolina UCC.


17. Additional Obligations of Supplier.

(a) Supplier shall at all times comply with all Law applicable to this Agreement and its obligations under this Agreement, including Supplier's sale of Products. Without limiting the generality of the foregoing, Supplier shall:

- (i) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the sale of Products; ;
- (ii) not engage in any activity or transaction involving Products, by way of shipment, use, or otherwise, that violates any Law;
- (iii) comply with the Occupational Safety and Health, as amended, and all standards, rules, regulations, and orders issued pursuant thereto, and all other federal and state occupational safety and health statutes, the provisions of which are substantially the same as those found in the Occupational Safety and Health or administered by any state pursuant to that Act;
- (iv) furnish **MLNA/MLMX** with a Material Safety Data Sheet with each shipment or delivery of a hazardous chemical or material, in strict compliance with the hazard communication regulations of the Occupational Safety and Health Administration of the United States & Mexico Department of Labor and all state and local hazard communication, right-to-know and similar laws, rules and regulations.

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- (b) On request, Supplier shall furnish **MLNA/MLMX** any environmental certificates of compliance and/or permitting providing compliance with all applicable Laws. Supplier shall complete any environmental surveys or evaluations requested by **MLNA/MLMX**.
- (c) On request, Supplier shall furnish **MLNA/MLMX** certificates of compliance with all applicable Law. In addition, Supplier shall furnish certificates, data and any other documentation requested by **MLNA/MLMX**, verifying that Supplier is in complete compliance with the written specifications for Products. Such documentation shall include the results of any tests conducted on Products. Supplier shall, at time of delivery or invoicing, certify that Products sold hereunder were manufactured or produced in full compliance, to the date of certifications, as amended and all applicable United States and Mexican Law, including Department of Labor Regulations and the Fair Labor Standards Act.
- (d) Supplier guarantees compliance with non-discrimination in employment. Supplier shall file compliance reports with the appropriate federal agency and, on request, supply **MLNA/MLMX** with copies of the compliance reports and any other information necessary to demonstrate compliance. Supplier also guarantees compliance with employment of the handicapped, and applicable Law.
- (e) Supplier shall cause its Representatives to comply with the Foreign Corrupt Practices Act, including maintaining and complying with all policies and procedures to ensure compliance with this Act.
- (f) Supplier shall cause its Representatives to comply with the **MLNA/MLMX** Code of Conduct (Annex 4) including maintaining and complying with all policies and procedures to ensure compliance with this Code.
- (g) On **MLNA/MLMX's** request Supplier shall promptly provide all information necessary to export and import Goods under this Agreement, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category numbers, and shall Notify **MLNA/MLMX** of any changes to the information provided by Supplier to export and import Goods under this Agreement.
- (h) On **MLNA/MLMX's** request, Supplier shall provide to **MLNA/MLMX** all information (in sufficient detail), with written certifications thereof, to enable **MLNA/MLMX** to timely comply with all of **MLNA/MLMX's** and Customers' due diligence, disclosure and audit requirements under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") and Rule 13p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Supplier's supply chain (and certifications by such suppliers) identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act) contained in each Product and the country of origin of such conflict minerals (or, following due inquiry, why such country of origin cannot be determined).
- (i) Supplier shall, at Supplier's sole cost and expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of Products to **MLNA/MLMX** during any foreseeable or anticipated event or circumstance that could interrupt or delay Supplier's performance under this Agreement, including any labor disruption, whether or not resulting from the expiration of Supplier's labor contracts (and whether or not such occurrence constitutes a Force Majeure Event hereunder). Supplier shall Notify

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MLNA/MLMX at least 90 days before the termination or expiration of any collective bargaining or other labor agreement that relates to Supplier's delivery of Products. If an actual or potential labor dispute delays or threatens to delay Supplier's timely performance hereunder, Supplier shall immediately give notice thereof to **MLNA/MLMX**. Supplier, for a period of 30 days prior to the expiration of any of its labor agreements, shall maintain an additional inventory of 30 calendar days' supply of Products at a site separate from Supplier's unionized manufacturing facility or secure an alternative method of manufacture of Products at a facility not affected by the labor union in order to ensure the continued supply of Products to **MLNA/MLMX**.

- (j) Supplier shall promptly provide notice to **MLNA/MLMX** of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences:
 - (i) any failure by Supplier to perform any of its obligations under this Agreement;
 - (ii) any delay in delivery of Products;
 - (iii) any defects or quality problems relating to Products;
 - (iv) any change in Control of Supplier;
 - (v) any deficiency in **MLNA/MLMX**'s specifications, samples, prototypes, or test results relating to this Agreement; or
 - (vi) any failure by Supplier, or its Representatives to comply with Law.


In addition, Supplier shall promptly Notify **MLNA/MLMX** of any change in Supplier's authorized Representatives, insurance coverage, or professional certifications.

18. Entire Agreement.

- (a) All of the terms and conditions to this Agreement are set forth herein, and include the terms and conditions contained in the referenced schedules & annexes. This Agreement supersedes all prior communications, representations or agreements between the Parties, whether verbal or written, regarding the subject matter hereof.
- (b) The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof, which shall remain in full force and effect.

19. Remedies and Waiver.

- (a) The remedies reserved to **MLNA/MLMX** or Supplier herein shall be cumulative and in addition to all other or further remedies provided by Law. No waiver by either Party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision.
- (b) Should **MLNA/MLMX** employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Agreement, or to recover damages for the breach hereof, and prevails in any action pursued in courts of competent jurisdiction (finality of which action is not legally contested) Supplier agrees to pay to **MLNA/MLMX** all reasonable costs, damages, and expenses, including attorney's fees, expended or incurred in connection therewith.

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20. Notices.

All notices and other communications from either Party to the other hereunder shall be in writing and shall be deemed given when delivered personally, by courier service or when deposited in the U.S. Mail, certified or registered mail, return receipt requested, postage prepaid and properly addressed to the other Party at its address set forth below or such other address that the other Party may designate from time to time in accordance with this Section:

Supplier:

MEKRA Lang North America, LLC

Attn.: _____
101 Tillessen Boulevard
Ridgeway, SC 29130

21. Limit of Authority.


Both Parties are independent contractors, and this Agreement does not constitute either Party as the legal Representative of the other for any purpose whatsoever. Neither Party has authority to assume or create any obligation whatsoever, expressed, or implied, on behalf or in the name of the other Party, nor to bind the other in any manner whatsoever.

22. Modifications.

No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained herein, or any future representation, promise or condition in connection with the subject matter hereof, shall be binding upon either party unless in writing and signed by an authorized Representative on its behalf.

23. Choice of Law and Forum.

- (a) This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the Laws of the State of South Carolina, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of South Carolina. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- (b) Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement in any forum other than the United States District Court for the District of South Carolina sitting in Columbia, South Carolina or, if such court does not have subject matter jurisdiction, the courts of the State of South Carolina sitting in Richland County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the District of South Carolina sitting in Columbia, South Carolina or, if such court does not have subject matter jurisdiction, the courts of the State of South Carolina sitting in Richland County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

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24. Assignment or Delegation; Successors and Assigns.

Supplier may not assign any of its rights or delegate any of its obligations under this Agreement without **MLNA/MLMX's** prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

25. General Provisions.

- (a) This Agreement shall be interpreted without regard to which Party initiated the drafting process or proposed or drafted particular language and shall not be construed for or against any Party.
- (b) This Agreement may be executed in one or more counterparts, each of which may be deemed an original instrument, but all of which together shall constitute but one instrument.
- (c) Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.
- (d) Should this Agreement be translated from English into any other language, both versions of this Agreement are mutually binding. However, in the event there are conflicting interpretations and application of the Agreement between the versions, the English version shall control.
- (e) Neither Supplier nor any of its Representatives shall (orally or in writing) publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of **MLNA/MLMX.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

[INSERT SUPPLIER NAME]Supplier

**MEKRA Lang North America, LLC
MEKRA Lang Mexico S. de RL. de CV.**


Signature/Date

Signature/Date

Managing Director

Print name/Title

Print name

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Schedule A

This Supplier Agreement – **Schedule A** is hereby made part of Supplier Agreement for Purchase and Sale of Products by and between **Supplier’s Name** and **MLNA/MLMX**. The Agreement was signed on **Date** and these terms will become valid as of the date of signature.

In consideration of the mutual covenants contained herein, and other good valuable consideration the receipt and sufficiency of which is hereby acknowledged, **MLNA/MLMX** and Supplier’s Name agree to the following:

1. The Base Piece Prices for Products referenced in the Agreement shall be as following:

Example

Part Number	Rev.	Description	EAU	Cost
4067XXXXXXXX	A	Main Mirror Glass	65,990	\$1.03

***Volumes listed are not guaranteed but to be used for forecast purposes only**

- 2. Supplier Lead Times:**
- 3. Production Part Payment Terms: 90 days**
- 4. Tooling and Rack Payment Terms: TBD**
- 5. Supplier Capacity Confirmation: TBD**
- 6. Delivery Term: TBD**
- 7. Yearly Rebate: Credit Note of 5% based on Annual Purchase Volume**
- 8. Production Releases: Volumes listed on Schedule A, are not guaranteed but are to be used for forecast purposes only.** Supplier shall schedule releases based on “Six Month Product Estimate” provided by **MLNA/MLMX**. Releases can be modified periodically based on changes in requirements and do not necessarily have to correspond precisely to weekly required amounts in light of production flexibility limitations. Supplier is 100% responsible to track any change in the releases demand via EDI and notify immediately to **MLNA/MLMX** in case Supplier its not able to fulfill the demand as requested, in case of any comment from Supplier will be considered as an acceptance.
- 9. Safety Stock:** Supplier must maintain a safety stock of raw material to cover a minimum order for 4 weeks demand to cover drop in orders.