

Annex 4 of the DRAEXLMAIER Group Global Terms and Conditions of Purchase

DRAEXLMAIER Group Bailment Terms

Revision 3, dated May 1, 2018

Recitals

Buyer desires to purchase and Supplier desires to sell certain Products which pertain to Buyer's business. In connection with the production of Products to be sold to Buyer, Supplier may receive from Buyer or produce certain tools, machinery and equipment which are or shall become the property of Buyer or its Customers.

Now therefore, Supplier and Buyer agree as follows:

1. Applicability

Any Tools, Supplier Manufactured Machinery (as defined below), Technical Information (as defined below) or any other items of Buyer or Buyer's Customers required for the production and testing of Products or parts thereof which are in the possession of or supplied to Supplier by Buyer or on its behalf or by Customer or on its behalf or paid for by Buyer and held by Supplier including, without limitation, all of the items listed in the Buyer's RFQ referenced in Exhibit A (collectively, the "**Machinery**"), are subject to the provisions set forth in this Agreement. Supplier agrees to assume actual physical control over the Machinery as custodian at the will of Buyer. Any Machinery, unless explicitly otherwise agreed in writing, shall remain or become (as applicable) the sole and exclusive property of Buyer or Customer as the case may be, and Supplier shall have no right or interest except for the limited rights provided in this Agreement.

Customer, when referred to herein, shall be entitled but shall not be under any obligation under this Agreement. Any rights of Customer hereunder are in addition to any rights separately agreed between Customer and Supplier (if applicable).

2. Term

The term of this Agreement shall be as long as is necessary for the purposes set forth herein. This Agreement may be terminated by Buyer at any time in its sole discretion upon giving written notice to Supplier and even if such termination makes it impossible for Supplier to produce or manufacture Products as agreed; in such case, Supplier shall be released from its delivery obligation under the Purchase Contract unless the termination by Buyer has been caused by Supplier's breach of this Agreement or the Terms and Conditions.

3. Use and Preservation of Machinery; Changes

During the term of this Agreement, Machinery, including without limitation the Technical Information, shall be used (i) exclusively by Supplier and exclusively for the development, manufacture and creation of Products for Buyer (as agreed) and (ii) according to Buyer's specifications, standards, and instructions and (iii) for no other purpose whatsoever. Upon expiration or termination of this Agreement, any and all rights of Supplier to use the Machinery shall immediately cease and the Machinery shall be returned to Buyer as herein provided.

Supplier shall use the Machinery in a professional, careful and proper manner and with the diligence of a prudent business man, and shall comply with all applicable laws and regulations. Supplier shall maintain the Machinery in immaculate condition and keep it in good repair. Supplier shall maintain and update the

Machinery so that it always reflects the latest valid drawing revision level. Supplier shall not permit maintenance of the Machinery including off-site maintenance by subcontractors without Buyer's prior written approval.

Supplier shall bear any risks arising out of the possession and operation of the Machinery. Unless otherwise agreed in writing, the costs for the continuing maintenance and repair of the Machinery shall be borne by Supplier. Supplier shall bear all costs associated with the risk of loss of or damage to the Machinery, the replacement of the Machinery or parts thereof and the tool refurbishment due to any loss or damage caused by Supplier's fault.

Any changes, additions and improvements to as well as any processing, reworking, commingling and combination of the Machinery (collectively, the "**Machinery Changes**") which are necessary to meet the quality requirements in Annex 1 to the Terms and Conditions or which are necessary for compatibility with Supplier's other production equipment are subject to Buyer's or, at Buyer's discretion, Customer's review and approval. Unless otherwise agreed in writing, the costs and liability related to approved Machinery Changes shall be borne by Supplier.

4. Buyer's Right of Access

Buyer and its agents and employees shall at all times have free access to the Machinery for the purpose of inspecting or marking the Machinery, watching its use and operations, or repossessing it in accordance with this Agreement during normal business hours and without disruption to Supplier's business processes upon twenty-four (24) hours prior notice to Supplier. Buyer and its agents and employees shall appropriately observe the secrecy interests of Supplier and, in particular, upon Supplier's written request, submit a reasonable written declaration of secrecy.

5. Return of Machinery

Upon the written demand of Buyer or upon termination or expiration of this Agreement, Supplier shall ship the Machinery at Supplier's risk to the place designated by Buyer, in the same appearance and condition as when received or created (as applicable), subject to ordinary wear and tear. Alternatively, at Buyer's discretion, Buyer may (re-) possess the Machinery on Supplier's premises and Supplier shall grant Buyer access for such (re-) possession.

Under no circumstances shall Supplier delay the return of the Machinery or obstruct the (re-) possession thereof based on any claims for payment or performance against Buyer.

This section also applies to Machinery that has not been completely manufactured and/or paid for by Buyer.

6. Freight and Transport Costs

Unless otherwise agreed to in writing, Supplier shall pay freight, storage, and other charges related to the transportation of the Machinery from Buyer to Supplier from the time it leaves Buyer until Supplier receives the Machinery.

Buyer shall pay freight, storage, and other charges related to the transportation of the Machinery from Supplier to Buyer, excluding costs and expenses arising out of or in connection with any breach of this Agreement or the Terms and Conditions or default by Supplier, from the time the Machinery leaves Supplier until Buyer receives the Machinery.

7. Title; Serial Numbers; UCC-1 Financial Statements

The Machinery, and any and all IP Rights with respect to such Machinery, is and shall at all times remain the exclusive property of Buyer or its Customer (whichever may be the case), and Supplier shall have no right, title, or interest therein except as set forth in this Agreement. The Machinery is and shall at all times remain the exclusive property of Buyer even if the Machinery or any part of it becomes in any manner affixed or attached to Supplier's property (whether movable or immovable).

Machinery Changes of any kind or nature by Supplier shall always be performed for Buyer or Customer (as applicable) and become part of the Machinery; Supplier shall keep such Machinery in custody for Buyer or Customer (as applicable). Title to Machinery Changes is transferred to Buyer or the respective Customer holding title to the Machinery, as the case may be, immediately upon their performance. Machinery Changes shall be governed by the provisions set forth herein.

Supplier shall preserve and maintain all serial numbers and marks on the Machinery as stipulated by Buyer and shall clearly mark the Machinery as the property of Buyer or Customer (as applicable) by a permanent asset tag. Upon request, Supplier shall provide Buyer with an inventory of all Machinery in Supplier's possession.

The Machinery shall not be sold, assigned or otherwise used as security, pledged, charged or otherwise encumbered or disposed of without the prior written consent of Buyer.

If country-specific applicable, Buyer is entitled to file UCC-1 Financing Statements whenever and wherever it deems it necessary to further secure and perfect its rights in the Machinery, if the respective commissioning company of Buyer has its headquarters in the USA. If other companies commission Buyer, similar local guidelines shall be valid in the state where each commissioned company has its headquarters. This is valid for all other reference to UCC-1, guidelines and organizations in this document.

8. Creation of Machinery by Supplier

8.1 Transfer of Title and Ownership

If and to the extent any Machinery is manufactured or otherwise created by Supplier at Buyer's or Customer's expense ("**Supplier Manufactured Machinery**" or "**SMM**"), title and ownership of the SMM is transferred to Buyer immediately upon its manufacture or creation without regard to whether Buyer or Customer has actually made all payments agreed for the manufacture or creation of the SMM, for example, without limitation, if such payments are amortized into a piece price. Supplier shall keep the Machinery thus manufactured or created in custody for Buyer. The transfer of title shall be documented by attaching the proper marking required to be attached by Supplier under Section 7.

8.2 Payment

Unless otherwise project-specifically negotiated, the payment terms for Supplier Manufactured Machinery shall be 50% at PPAP sellable submission accepted by the Buyer's Supplier Quality and 50% at program SOP with full PPAP approval.

8.3 Use of Subcontractor and Sub-Suppliers

Supplier shall not subcontract the manufacture or creation of the SMM (in whole or in part) without first providing written notice to Buyer and receiving Buyer's prior written consent and Supplier agrees that Buyer may withhold its consent unless and until any proposed subcontractor agrees to the terms of this Section 8 for the benefit of Buyer.

8.4 Buyer's Security Interest

To secure any payments made by Buyer for the manufacture or creation of the SMM, Supplier hereby assigns (i) title to Buyer in any materials acquired by Supplier for the manufacture or creation of the Machinery, and (ii) any respective claims of Supplier against any subcontractor or sub-supplier assisting with the creation or manufacture of the Machinery.

8.5 Security Agreement

If applicable in certain jurisdictions, the parties hereby agree that this Agreement shall constitute the Security Agreement required by the Uniform Commercial Code of the appropriate state and by accepting the purchase or work order Supplier authorizes Buyer to file UCC-1 Financing Statements whenever and wherever it deems it necessary to perfect and protect the interests of Buyer as described in this and the preceding sub-sections and to secure the same right for Buyer in any agreement with any subcontractor or sub-supplier in connection with the purchase. To the extent required, upon request Supplier will promptly execute such Financing Statements and/or cooperate with their filing by Buyer. Buyer's failure to file or otherwise perfect its rights hereunder shall not, as between Buyer and Supplier, in any way limit, impair or compromise Buyer's security interests and rights hereunder.

9. Location of Machinery

The Machinery shall be located at the agreed address of Supplier and shall not be removed from that location for any reason without Buyer's prior written consent.

10. Supply of Technical Information and Confidentiality

"**Technical Information**" are all specifications, technological data, operation instructions, and other know-how relating to the Machinery and its use, and as the case may be, the manufacture and creation of the Supplier Manufactured Machinery provided to Supplier by Buyer or Customer or created by Supplier. Buyer may provide Supplier with Technical Information required for the manufacture, creation or use of the Machinery. Supplier shall immediately notify Buyer in writing of any missing information.

10.1 Progress Control during Manufacture

Supplier shall carry out a regular progress control of the manufacture and creation of Supplier Manufactured Material. Supplier submits related information in the form of a control sheet and photos as reasonably requested by Buyer to the responsible purchasing manager of Buyer. Buyer may inspect the manufacture and production of Supplier Manufactured Material in accordance with Section 4.

10.2 Submittal of Design Data

All design data and 2D/3D data models and Moldflow models shall be submitted by Supplier to Buyer's responsible purchasing officer by no later than the initial sample test report release (series production readiness), or prior to that upon Buyer's request, by means of a data transfer or a CD Rom.

All design data shall be submitted as STEP data.

10.3 Cost Detailing for the Manufacture of Supplier Manufactured Material

A statement of costs in the form of an appropriate Buyer's detailed tooling sheet is to be compiled by Supplier and submitted to Buyer together with the offer for Supplier Manufactured Material.

11. Confidentiality

Supplier shall at all times, including but not limited to after the termination or expiration of this Agreement, until such time as the information becomes publicly known, keep in confidence all information relating to the Machinery, including without limitation the Technical Information. Supplier shall use such information only for the purposes of this Agreement.

12. Raw Material Requirements

Buyer has the right to specify raw material, packaging, and component requirements (cumulatively the “Supplies”) for use with the Machinery or for the manufacture or creation of Supplier Manufactured Material. Should Buyer exercise such right, Supplier shall purchase all Supplies for use with the Machinery or for the manufacture or creation of Supplier Manufactured Material only after obtaining written approval from Buyer.

13. Indemnification by Supplier

Supplier shall indemnify, defend and hold harmless Buyer and its Affiliates, Customers, directors, officers, employees and agents from and against any Liabilities, including, without limitation, all costs and expenses (including reasonable attorney fees) which may be suffered by, accrued against, be charged to or recoverable from Buyer or from an Affiliate, Customer, director, officer, employee or agent by reason of loss or damage to property, or injury or death to any person arising out of or in any way connected with (i) Supplier's possession, use, or return of the Machinery, or (ii) Supplier's negligent acts or omission.

14. No Warranty by Buyer; Liability of Buyer for Supplied Machinery

In case Machinery is supplied to Supplier by Buyer or on its behalf or by Buyer's Customer or on its behalf, Buyer does not warrant the fitness, condition, capacity, suitability, or performance of the Machinery. Buyer makes no expressed or implied warranties and delivers the Machinery “as is” and “with all faults.” Any claims, rights and implied warranties for defects shall be excluded, unless expressly agreed to by both Parties in writing.

Supplier shall be liable for any and all defects in the Machinery at the time of transfer, unless they are documented in an appropriate manner to the Buyer.

Buyer shall only be liable for damages, whether in contract, tort or otherwise, in the cases of (i) willful misconduct and fraudulent concealment of defects; (ii) gross negligence; and (iii) liability under applicable product liability laws. All other claims for damages against Buyer, whether in contract, tort or otherwise, shall be excluded. This limitation of liability shall also apply in the case of Supplier's claims for damages against Buyer's directors, officers, employees or agents.

15. No Transfer

Supplier may not transfer any rights, obligations and the possession of the Machinery hereunder without the prior written consent of Buyer. Buyer may grant or deny consent in its sole and absolute discretion.

16. Status of Parties

Nothing contained in this Agreement shall be construed to create a relationship of agency, distribution, partnership, joint venture or legal representation between Buyer and Supplier. Neither party shall have any right, power, or authorization to act or create any obligation, express or implied, on behalf of or in the name of the other party.

17. Application of Terms and Conditions

In addition to the provisions set forth herein, all provisions in the underlying Terms and Conditions and all other documents referenced therein shall apply. If the Terms and Conditions or any of such documents contain any provisions that are in conflict with the provisions set forth in this Agreement, the provisions set forth in this Agreement shall prevail with respect to any aspect of Supplier's possession of the Machinery.

18. Legal Force

Supplier shall ensure that the provisions of this Agreement apply, upon Buyer's request, to all commercial transactions regarding any equipment, tooling or machinery between Buyer and Supplier's Affiliates.

19. Standards

Supplier shall ensure to abide by all laws, rules, codes, and technical and industry standards and regulations, as they may apply in connection with its performance under this Agreement and the local country-specific requirements. All Machinery shall comply with and be handled and used in accordance with, and all works and services shall be performed in accordance with, the applicable codes and technical and industry standards. The applicable codes, standards and regulations may include but are not limited to:

- DIN (Deutsches Institut fuer Normen)
- ANSI (American National Standards Institute)
- ISO (International Standard Organization)
- ASME (American Society of Mechanical Engineers)
- ASTM (American Society for Testing and Materials)
- OSHA (Occupational Safety and Health Administration)

In case of conflicts, Supplier shall inform Buyer and shall request a decision.

20. Definitions

Capitalized terms used herein and defined in the Terms and Conditions shall have the meaning as defined in the Terms and Conditions.

EXHIBIT A

The preliminary list of the Machinery is documented in the Buyer's Request for Quote (RFQ). The final list of Machinery shall be documented in the Buyer's Machinery Inventory Confirmation document once the installation of all Machinery to the aforementioned RFQ is completed.

Buyer and Customer Tools as well as Machinery shall be labeled with the following information:

***Information permanently affixed to outside of Machinery**

Property of Buyer or Customer (OEM)

Description

Production equipment supplier no.

Carline

Drawing no.

[Purchase Order] no.

Customer Inventory no.

DRAEXLMAIER Inventory no.

Inventory/Optimane no.

Dimensions: (weight; length; width, height)

Year of manufacture

Change Index

(Above referenced numbers, where applicable, will be provided by Buyer to Supplier.)

Digital pictures of Machinery closed with information legible shall be submitted to Buyer's Purchasing Department and to Supplier Quality as part of PPAP / ISIR (Production Part Approval Processes/ Initial Sample Inspection Report).

This requirement must be completed before Supplier receives final payment (if any) under this Agreement.