

TERMS AND CONDITIONS

1. Acceptance. These terms and conditions (“Terms and Conditions”) and the documents referred to herein govern all purchase orders (“Purchase Orders”) for products (“Products”) and/or services (“Services”) that are issued by Dana Holding Corporation or one of its subsidiaries (“Dana”) to the supplier (“Supplier”) identified on each Purchase Order. Dana and Supplier will be referred to collectively as the “Parties,” and each individually, as a “Party.” Supplier’s acknowledgement of, or fulfillment of any part of, the Purchase Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of the Purchase Order, will constitute acceptance (“Acceptance”) by Supplier of the Purchase Order, these Terms and Conditions and the documents referred to herein (collectively, the “Agreement”). Dana objects to any terms proposed in Supplier’s proposal, sales note, acknowledgment or other form of acceptance of Dana’s offer which add to, vary from, or conflict with the Agreement. Any such proposed terms will be null and void. If a Purchase Order has been issued by Dana in response to an offer by Supplier, and if the terms in the Purchase Order, these Terms and Conditions or the documents referred to herein add to, vary from or conflict with any terms of Supplier’s offer, then the issuance of the Purchase Order by Dana will constitute an acceptance of Supplier’s offer, subject to the express condition that Supplier assents to the additional, different and conflicting terms in the Purchase Order, these Terms and Conditions and the documents referred to herein and acknowledges that such terms constitute the entire agreement between Supplier and Dana with respect to the subject matter of Supplier’s offer. Supplier will be deemed to have so assented and acknowledged unless Supplier notifies Dana to the contrary in a writing signed by Supplier’s authorized representative within 10 days of Dana’s issuance of the Purchase Order.

2. Term. The Agreement will begin upon Supplier’s Acceptance (“Effective Date”) and will expire upon the latest expiration date provided for in the Purchase Order (the “Term”). Each 12-month period commencing as of the Effective Date is a “Contract Year.”

3. Products

a. The Products to be provided by Supplier are identified in the Purchase Order.

b. A Purchase Order will only become a binding commitment upon Dana to purchase the specified Products if the Purchase Order is not cancelled by Dana seven days before the ship date set forth in the Purchase Order.

c. Unless otherwise provided in the Purchase Order, the relationship between the Parties is non-exclusive. During the Term, Dana may purchase products and services that are substantially similar to or the same as the Products and Services from other sources or reduce quantities acquired from Supplier in its sole discretion and irrespective of the course of dealing between the Parties.

4. Competitiveness. During the Term, Supplier will be and remain competitive in terms of delivery, quality, technology and service and will provide Dana with the best prices it offers to any other customer purchasing a comparable volume and mix of products. Supplier will reduce its Prices at any time during the Term to maintain this competitiveness, effective as of the date that the Prices became non-competitive. If Dana provides Supplier with written notice along with specific information as to the nature of any Supplier non-competitiveness, then Supplier will promptly remedy its non-competitiveness, no later than 15 days after receipt of such notice. In the event that Supplier fails or chooses not to remedy its non-competitiveness, as determined by Dana in its sole discretion, Dana may terminate the Agreement, in whole or in part, pursuant to Section 34.a (For Cause) of these Terms and Conditions.

5. Prices, Currency, Invoicing and Payment Terms.

a. *Prices.* The prices for the Products (“Prices”) are set forth in the Purchase Order, and unless otherwise stated in the Purchase Order, the Prices include all applicable federal, state, local and provincial taxes, tariffs or duties, other than sales, value added or similar turnover taxes or charges. Supplier will separately identify on its invoices any sales, value added or similar turnover taxes or charges that Supplier is required to pay or collect from Dana. The Prices constitute the full and complete compensation for the Products and Services, and include compensation for all material, labor, fees, fringe benefits, insurance, profit, overhead and taxes (except sales, value added or similar turnover taxes or charges, if any) in connection with the sale of the Products and the provision of the Services. Except as otherwise provided herein or in the Purchase Order, Supplier may not increase the Prices under any circumstances without the prior written consent of an authorized representative of Dana.

b. *Currency.* Dana will pay Supplier in the currency specified in the Purchase Order or, if none is specified, in the currency determined by Dana in its sole discretion. Currency adjustments for sale of Products to locations outside of the United States will be made only upon written agreement of the Parties.

c. *Invoicing.* Supplier will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Dana, and Dana may withhold payment until a correct and complete invoice or other required information is received and verified. Supplier will issue invoices to Dana on a monthly basis, unless otherwise agreed by the Parties. Supplier’s submission of an invoice constitutes a certification that (a) the quantities and amounts of delivered Products contained on such invoice are true and accurate and that such Products have been delivered in accordance with the terms and conditions of the Agreement, and (b) the invoice is submitted by a representative of Supplier authorized to legally bind Supplier. No invoices will be

submitted to Dana until after the Products and Services that are the subject of such invoice have been delivered FCA Supplier's facility (Incoterms 2010) and performed, respectively. However, any Products or Services that are expressly stated in the Agreement as prepaid or paid in advance will be excluded from the foregoing limitation to the extent, but only to the extent, expressly set forth in the Agreement.

d. Payment Terms. Dana will pay all undisputed and properly documented invoices in accordance with the payment terms established by Dana. Payment will be made via ACH, unless otherwise agreed by the Parties. Payment will not constitute acceptance of any defective or Non-Conforming Products. All amounts due to Supplier will be considered net of any indebtedness of Supplier and its affiliates to Dana and Dana will have the right to setoff against or recoup from any amounts due to Supplier and its affiliates under the Agreement or any other transactions between Dana and Supplier and its affiliates. Supplier will not invoice Dana, and Dana will not be obligated to pay, any amounts that are not properly invoiced within 90 days after the end of the month in which such amounts should have been invoiced.

6. Packing and Shipment. Supplier will, without any extra charges for handling, packing or delivery, properly pack and ship the Products in strict conformity with any instructions that Dana may provide. If Dana has not provided packing or shipping instructions, Supplier will pack and ship Products in accordance with industry best practices. If any instruction given by Dana on the packing of any Product conflicts with applicable Law, including laws on product identification, Supply must notify Dana, and will propose a modification to the instruction that would carry out Dana's intentions while remaining compliant with applicable Law. Supplier will furnish all shipping documents required by Dana, and plainly mark Dana's name and the identity of the delivery destination on all packages and associated documents. If Dana's count or weight differs from Supplier's count or weight, Dana's count or weight will be considered conclusive. If Supplier is required to use returnable packaging provided by Dana, Supplier will be responsible for cleaning and returning the returnable packaging. If returnable packaging is not available, Supplier may use expendable packaging and Dana will reimburse Supplier for the reasonable costs of such expendable packaging.

7. Specifications, Changes and Process Improvements.

a. Production Specifications. Supplier will manufacture all Products in strict conformance with the terms of the Agreement, including any specifications provided by Dana or its customers.

b. Changes. Dana may at any time make changes to Product drawings, specifications, materials, quality requirements, time or method of delivery or shipment,

packaging, testing, quantity and related items by written notice to Supplier. Any request or claim by Supplier for a Price adjustment as a result of such changes must be asserted in writing within 10 days from the date of receipt by Supplier of Dana's notification of any change. If Dana determines that an adjustment is appropriate, the Parties will negotiate in good faith an equitable adjustment to the Prices (increase or decrease), a change in shipping or delivery terms, or any other appropriate adjustments.

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

d. Dana-Initiated Process Improvements. In the event Dana initiates an improvement in the design, process, quality requirements, packaging and/or shipping of a Product (including any changes to the Supplier Quality Manual or Dana's inspection standards), the result of which reduces the delivered cost of the Product to Dana, the savings (net of any reasonable costs incurred by Supplier or Dana to accommodate such change) will be enjoyed exclusively by Dana.

e. Approval of Changes and Improvements. All engineering changes and improvements, whether initiated by Dana or by Supplier, must be processed in accordance with Dana's product change request process set forth in the Supplier Quality Manual, which is available at <http://supplier.dana.com> or other locations Dana may designate (as updated by Dana from time to time in its sole discretion, the "Supplier Quality Manual"). The Supplier Quality Manual is incorporated in these Terms and Conditions by this reference. Supplier will also provide a detailed cost breakdown related to any proposed change or improvement to the Dana-designated representative.

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

a. Delivery, Title and Risk of Loss. All deliveries of Products must be made in accordance with the delivery schedule in the Purchase Order or as otherwise directed by Dana. Time is of the essence in making all deliveries of Products to Dana. Supplier will deliver all Products in the quantities and at the time specified in the Purchase Order. Subject to the terms of these Terms and Conditions, all Products will be priced and delivered FCA Supplier's facility (Incoterms 2010), unless otherwise agreed in writing by the Parties. Title for the Products will pass to Dana upon their delivery FCA Supplier's facility (Incoterms

2010). If the importation of the Products results in the assessment of a countervailing duty on Dana as the importer, Supplier will reimburse such countervailing duty to Dana, provided such reimbursement is permitted under applicable Law.

b. *Delivery Delays.* If fails to meet the delivery schedule in the applicable Purchase Order and such delay is not excused pursuant to Section 28, then Dana may procure replacement products from an alternate source, and Supplier will be liable for payment for such replacement products from the alternate source. Dana will continue to pay Supplier the applicable Prices for the Products being replaced by the replacement products.

c. *Logistics.* Unless otherwise agreed by the Parties, Dana will be responsible for selecting the method of transportation and the carrier to be used by Supplier and will negotiate the freight rates and other terms and conditions with the carrier. Unless otherwise agreed by the Parties, Dana will be responsible for all payments to the carrier selected by Dana. Notwithstanding the foregoing, if the acts or omissions of Supplier (or any individual or entity acting under the direction or control of Supplier) result or are likely to result in a failure by Supplier to meet the delivery schedule, Supplier will select a premium freight option and ship the affected Products to Dana as quickly as possible, all at Supplier's sole expense using its premium carriers.

d. *Changes in Landed Costs.* If during the Term, Dana experiences a material increase in its landed costs for the Products, such as increases in carrier rates, Dana may provide Supplier with written notice of such event and request a renegotiation of the Prices for the applicable Products. Upon such request, the Parties will renegotiate the Prices related to the applicable Products in good faith. In the event the Parties fail to mutually agree to renegotiated Prices within 30 days of Dana's notice, Dana may terminate the Agreement, in whole or in part, pursuant to Section 34.a (For Cause) of these Terms and Conditions.

9. Supplier Managed Inventory.

a. If requested by Dana, Supplier will develop and initiate, subject to Dana's review and approval, a plan for establishing and maintaining a supplier managed inventory program including the use of Kan Ban just-in-time production techniques where components and sub-assemblies are produced based upon notification by Dana of demand.

b. Supplier covenants that it will not sell, assemble or manufacture or contract to sell, assemble, or manufacture any products to other parties in quantities and/or on a production schedule that could impair or impede Supplier's ability to meet its obligations to Dana under the Agreement. Supplier undertakes to maintain an inventory of raw materials, or to obtain raw materials from its suppliers, in such quantities as are necessary to meet its obligations to Dana

under the Agreement. As between Dana and Supplier's other customers, Supplier will give first priority in the allocation of available supplies of raw materials and its finished products to fulfilling its obligations to Dana under the Agreement. Supplier represents that it has not entered into, and covenants that it will not enter into, any contract or other arrangement with any customer that is inconsistent with the covenants set forth in this Section 9.b.

10. Supplier Facilities. Supplier will produce, distribute and/or supply the Products only from the facilities identified in the Purchase Order, or if none are specified, then only at Supplier's facilities in existence as of the Effective Date (the "Manufacturing Facilities"). Supplier may not, without the express written consent of Dana, change, consolidate, eliminate or add to the Manufacturing Facilities.

11. Trade Credits, Country of Origin. Transferrable credits or benefits associated with the Products purchased under the Agreement, including trade credits, export credits, customs drawbacks, rights to the refund of duties, tax and fee rebates and the like (collectively, "Trade Credits") relating to the Agreement will belong to Dana, unless prohibited by applicable Law. Supplier will provide Dana with all information and records relating to the Products and any other information or cooperation necessary for Dana to (1) receive the Trade Credits, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, (4) participate in any duty deferral or free trade zone programs of the country of import, and (5) establish the country of origin and value of the Products, including affidavits of manufacture and NAFTA certificates of origin.

12. Export Licenses, Security.

a. *Licenses.* Supplier will obtain all export licenses and authorizations and pay all export taxes, tariffs, duties, and fees associated with the manufacturing and provision of the Products, Dana Tooling, Scrap and Services, unless otherwise agreed in writing, in which case Supplier will provide all information and records necessary to enable Dana to obtain such export licenses or authorizations.

b. *Security.* If Supplier is shipping Products into a country for a location outside of such country, then Supplier accepts responsibility for, and will implement security measures, to ensure the safe and secure transportation of goods throughout the supply chain, and will adhere to all applicable security requirements (including factory and shipping container security) required under applicable Law (e.g., the Customs-Trade Partnership Act Against Terrorism ("C-TPAT") sponsored by the United States Customs and Border Protection Agency, the Canada Border Services Agency's Partners in Protection program, etc.).

13. Labor Contracts. Supplier will notify Dana of the expiration date for any current labor contract of Supplier, or that of its subcontractors, that has not been extended or replaced at least six months before the expiration of such contract. Dana may thereafter direct Supplier in writing to manufacture and supply additional inventory of Products, specifying the quantities of Products required and any packaging and storage requirements. Supplier will use commercially reasonable efforts to comply with Dana's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. Supplier is responsible for carrying costs and any additional costs of manufacture. For the purposes of clarity, neither the expiration of any labor contract nor the occurrence of any labor dispute, strike, walk-out or similar occurrence will relieve Supplier of its obligations to perform under the Agreement.

14. Product Inspections

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

b. Dana may reject any Product that it has determined as a result of a receipt inspection does not conform to the requirements set forth in the Agreement.

15. Warranty, Non-Conforming Products and Recall.

a. Product Warranties. Supplier represents, warrants and covenants that the Products will (i) be new; (ii) be delivered with good title, free and clear of any security interest, claim, demand, lien or any other encumbrance; (iii) be free from defects in design (even if the design has been approved by Dana), material and workmanship; (iv) be merchantable and fit for their intended purpose(s); (v) in conformity with all specifications, drawings, samples and performance requirements or other descriptions furnished by Dana or Dana's customer(s); (vi) comply with all applicable Laws of the countries in which the Products, or the vehicles into which the Products are to be installed, are to be sold; and (vii) not misappropriate any trade secret or infringe, violate, trespass or in any other manner contravene or constitute the unauthorized use of any patent, trademark, copyright or other intellectual property right. In addition to the foregoing representations, warranties and covenants, Supplier will pass through or assign to Dana the rights Supplier obtains from the manufacturers and/or vendors of the Products (including warranty rights), all to the extent that such rights are assignable. These warranties are in addition to any warranties implied or provided for by Law or otherwise made by Supplier and will survive acceptance and payment by Dana.

b. Non-Conforming Products. If a Product

does not conform to the warranties in Section 15.a (each, a "Non-Conforming Product"), then Dana may exercise any of the remedies below with respect to such Product:

i. Return Product. Dana may elect to return the Non-Conforming Product to Supplier. Supplier may not replace a returned Non-Conforming Product without a new Purchase Order from Dana.

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

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

iv. Defend Title; Remove Encumbrances. If Supplier fails to convey to Dana good and marketable title to any Product or if any Product is not conveyed to Dana free and clear of all security interests, claims, demands, liens or any other encumbrances, then Supplier shall immediately, at Supplier's sole cost and expense, defend Dana's title thereto and, promptly cause any security interest, claim, demand, lien or other encumbrance to be removed by discharging or satisfying in full such claim or other encumbrance, in which case Dana may retain payment due under the Agreement for such Product until such claim or other encumbrance is fully discharged to Dana's satisfaction. If Supplier fails to cause any such security interest, claim, demand, lien or other encumbrance to be removed by discharge within two days after Supplier obtains knowledge thereof or after receipt of notice thereof from Dana, then Dana, at Dana's sole option, may either (a) cause the removal of such security interest, claim, demand, lien or other encumbrance, in which case Supplier will be liable to Dana for the expenses thereby incurred, including any payments made in discharging the security interest, claim, demand, lien or other encumbrance, or (b) revoke its acceptance of such Product, in which case Supplier will promptly refund any compensation Supplier received from Dana in connection with such Products together with all costs incurred by

Dana in connection with such revocation.

For the avoidance of doubt, all repaired or replaced Products will be subject to the warranties set forth in Section 15.a.

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

16. Rejected Products. In the event Dana rejects Products pursuant to Sections 14 or 15, Supplier will reduce the quantity of Products under the Purchase Order by the same amount as the quantity of rejected Non-Conforming Products; and, Dana will have no obligation to pay Supplier for such rejected Products. If Dana has already paid for the rejected Products, then Supplier will promptly refund to Dana all amounts paid by Dana for such Products. The Products rejected by Dana will be held by Dana at Supplier's risk. Supplier will be responsible for all costs of return for the rejected Products. Supplier's failure to provide instructions to Dana within 10 days (or such shorter period as may be commercially reasonable under the circumstances) after notice of rejection to Supplier by Dana, will entitle Dana to charge Supplier for storage and handling and to dispose of the applicable rejected Products without liability to Dana.

17. Services. Supplier represents and warrants that the Services will: (i) be performed in a good and workmanlike manner and in accordance with best professional standards, (ii) be performed in accordance with all applicable Laws; (iii) be performed by persons who have employment authorization to perform the Services in accordance with applicable immigration laws; (iv) conform to all requirements, as set forth in the Purchase Order; and (v) not misappropriate any trade secret or infringe, violate, trespass or in any other manner contravene or constitute the unauthorized use of any patent, trademark, copyright or other intellectual property right.

18. Insurance and Indemnification.

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

i. Workers Compensation:

(1) For U.S. citizens and foreign nationals working in the U.S. or its territories and entitled to state workers' compensation insurance or benefits, statutory limits, including Employers' Liability limits, of not less than \$1,000,000.

(2) For all other employees, employee insurance or benefits that are usual and customary and/or required in the employee's country of employment or domicile, whichever is applicable. Such insurance or benefit may be provided through a non-U.S. government sponsored program or social welfare program or private insurance as is usual and customary and/or required in the employee's country of employment or domicile, whichever is applicable.

ii. Commercial General Liability: not less than \$5,000,000 limits (including products/completed operations, contractual liability, personal injury, and advertising injury) applying to bodily injury or property damage per occurrence. This coverage will not contain an exclusion for liability arising out of professional services. The coverage will apply on a worldwide basis regardless of where the event that creates the liability occurs or where the suit or claim for the liability is brought. Coverage can be provided under primary and/or excess policies. If such coverage is written on a claims made basis (that is, policies that provide cover for claims made during the term of the policy), the retrospective date must be no later than the Effective Date and such coverage will be maintained for five years after the termination of the Agreement.

iii. Where applicable, Automobile Liability: \$5,000,000 limits covering use of owned, non-owned, and hired vehicles applying to bodily injury or property damage per accident wherein such vehicles will be used in connection with the Agreement.

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

v. Where applicable, Commercial Crime coverage to include property of others.

vi. Any other insurance coverage Dana deems appropriate for the Products or Services under the Agreement.

vii. Umbrella/Excess Liability: \$5,000,000 per occurrence applying over the primary commercial general liability, auto liability, or employer's liability coverages.

Any coverages required under the Agreement will be written or endorsed so that they are primary coverages and not excess or contributory to any coverages maintained by Dana. In addition, the coverages will be written with insurance carriers having a minimum AM Best Rating rating A-X or equivalent depending on the local insurance practice. As of the Effective Date and upon each subsequent renewal of its insurance coverages, Supplier will furnish Dana with certificates of insurance evidencing the required coverages and stating any deductibles or self-insured retentions. In the event of cancellation or non-renewal of any required insurance coverages, Supplier or its insurer will give Dana 30 days prior written notice of such. If available, Supplier will name Dana as an additional insured on all policies specified above, with the exception of workers' compensation insurance policies.

Supplier's obligations under this Section 18.a will in no way limit or diminish its indemnification obligations or liability for claims covered under the Agreement.

b. Indemnification by Supplier. Supplier agrees to defend, indemnify, and hold harmless Dana, its affiliates and customers, and each of their respective current future and former directors, employees, subcontractors, successors and assigns (the "Dana Indemnitees") from and against any and all judgments, settlements, awards, losses, claims, actions, demands, causes of action, liabilities, direct and indirect damages (including loss of profits, consequential damages and punitive damages), costs fines, penalties, assessments, charges and expenses (including reasonable attorneys' fees, experts' fees, professional fees and internal and external costs of investigations, litigation, hearings, proceedings, documents and data productions and discovery), however described or denominated, arising out of, incidental to or resulting from Supplier's performance of the Agreement, including:

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

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

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

iv. Supplier's failure to comply with Section 27 (Legal Compliance and Business Conduct, Federal Acquisition Regulations);

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

vi. all claims for personal injuries, death or damage to tangible or intangible personal or real property, including claims of any employee of Dana (or its

subcontractors or customers), to the extent caused by acts or omissions of Supplier or any of its affiliates or subcontractors.

c. Indemnification Procedures. The Dana Indemnitee will promptly notify Supplier of any such claim or action with respect to which it seeks indemnity under this Section 18 and will reasonably cooperate with Supplier in the defense of such claim or action, at the Supplier's expense. Supplier will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, except that the Dana Indemnitee may in its sole discretion participate in the defense of any such claim or action at the Dana Indemnitee's expense. Notwithstanding the foregoing, Supplier may not, without the Dana Indemnitee's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant indemnified parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of any Dana Indemnitee or otherwise adversely affect any Dana Indemnitee. For the avoidance of doubt, the provisions of this Section 18.c do not apply if the claim or action is brought by Dana or its Affiliates.

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

19. Limitation of Liability. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT WILL DANA, ITS AFFILIATES OR CUSTOMERS BE LIABLE TO SUPPLIER OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR

OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF OR RELATING TO THE AGREEMENT. DANA'S, INCLUDING ITS AFFILIATES' AND CUSTOMERS', TOTAL AGGREGATE LIABILITY TO SUPPLIER AND TO ANY THIRD PARTY UNDER THE AGREEMENT FOR DIRECT DAMAGES WILL NOT EXCEED THE AMOUNTS PAID TO SUPPLIER BY DANA FOR THE PRODUCT(S) TO WHICH SUPPLIER'S CLAIM RELATES.

20. Intellectual Property.

a. *Dana's Intellectual Property.* Supplier acknowledges that the Agreement does not transfer to Supplier any patent, trade secret, trademark, service mark, copyright, mask work or other intellectual property right (collectively, "Intellectual Property Rights") of Dana, its affiliates or their respective customers made available to Supplier, or to which Supplier has access to, under the Agreement, other than the sole and exclusive right to use Dana's, its affiliates' and their respective customers' Intellectual Property Rights strictly and solely in conjunction with Supplier's manufacture, supply and/or repair of any Products for Dana.

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

21. Notices.

Whenever one Party is required or permitted to give notice to the other Party under the Agreement, such notice will be in writing unless otherwise expressly provided herein and will be deemed given when delivered by hand, one day after being given to an express courier with a reliable system for tracking delivery, or five days after the day of mailing, when mailed by United States registered or certified mail, return receipt requested, postage prepaid, or when sent if delivered by facsimile. Legal notifications, including notifications regarding termination and proposed amendments to the Agreement, will be sent to the address set forth in the Purchase Order or such other address as the Party has designated. ii. Operational notices, including notifications regarding changes to the specifications for the Products, may be sent via email or other written means to the applicable

representative of a Party. Operational notices sent via email will not be deemed received until the sending Party receives a confirmation from the receiving Party that the email has been received.

22. Confidentiality.

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

b. Each Party agrees to hold the other Party's Confidential Information in confidence and restrict access to and disclosure of the Confidential Information of the other Party only to those directors, officers, advisors, employees, agents and contractors of the receiving Party (including, in the case of Dana, its affiliates and customers) who have a need to know the Confidential Information. Neither Party will disclose or transfer the other Party's Confidential Information directly or indirectly, to any other person, firm, corporation or entity without the prior written consent of the other Party.

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

d. A Party's Confidential Information will not include information that (i) is or becomes generally available to the public within the industry to which such information relates other than from unauthorized disclosures in violation of the Agreement, (ii) is lawfully obtained by the receiving Party from a third party which had no obligation of confidentiality to the disclosing Party with respect thereto, (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information, or (iv) is approved by the disclosing Party for disclosure. If a Party's Confidential Information is requested by a legal or regulatory authority or is otherwise required to be produced by a Party under applicable Law, then, to the extent permitted by Law, the receiving Party will promptly notify the disclosing Party in writing that such production has been requested and take all reasonable steps and cooperate with the disclosing Party to limit disclosure of the Confidential Information. Supplier and Dana may only disclose that part of the Confidential Information of the other Party, which, in the opinion of its legal counsel, it is required to disclose.

e. Supplier will deliver the Confidential Information of Dana and all copies thereof to Dana promptly upon the expiration or termination of this Supply Agreement or at any other time upon Dana's written request (or, at Dana's option, will certify, through its general counsel, that Dana's Confidential Information and all copies have been securely destroyed).

f. Supplier acknowledges and agrees that the actual or threatened breach of this Section 22 would cause irreparable harm to Dana, for which money damages would not be a sufficient remedy or difficult to ascertain, entitling Dana to preliminary and permanent injunctive relief, without the necessity of posting any bond, in addition to any other equitable relief or remedies that may be available.

23. Quality. Supplier will achieve continuous quality improvement in the manufacture, production and distribution of the Products. Supplier will comply with the quality assurance processes, inspections and standards specified by Dana for suppliers providing goods or services similar in nature to the Products. These standards include the "ISO/TS 16949 Quality System Requirements" and any other quality standards and procedures set forth in the Supplier Quality Manual. All cost reductions achieved as a result of such efforts will serve to reduce the total Price for the Products. Supplier will further comply with all mandatory quality standards, product certification and other quality related requirements under applicable Law.

24. Service Requirements

a. Current-Model Service Requirements. If requested by Dana, Supplier will supply the Products to Dana for Dana's new-model and current-model service requirements at the then-current Prices under the Agreement. Supplier will supply the Products at such times and in such quantities as are necessary to allow Dana to fulfill its new-model and current-model service requirements.

b. Past-Model Service Requirements. If requested by Dana, Supplier will supply the Products to Dana for Dana's past-model service requirements for a period of 15 years after the end of production of the Products for Dana's current-model service requirements, or for the period required by Dana's customers, whichever is longer (the "Past-Model Period"), at the Prices in place at the end of production of the Products for Dana's current-model service requirements. Supplier will supply the Products at such times and in such quantities as are necessary to allow Dana to fulfill its past-model service requirements. The Parties will negotiate, in good faith, the prices, quantities, and delivery terms for the supply of Products beyond the Past-Model Period based on the availability and cost of needed materials, supplies, and skilled workers, and the additional costs for equipment setup, packaging, shipping and handling.

25. Tooling.

a. Ownership. As between Dana and Supplier, all tooling, dies, jigs, fixtures, drawings, molds, patterns, templates, masters, gauges, supplies, materials and the like ("Tooling") that Dana provides to Supplier or pays Supplier (either directly or through amortization of costs in the Product Price) to make or buy for use in performing the Agreement ("Dana Tooling") are and will be the sole personal property of Dana. Supplier acknowledges that Dana has transferred to Supplier the right to use the Dana Tooling solely to produce the Products for Dana and Supplier will be responsible for loss or damage to the Dana Tooling while in its possession, custody or control (excluding normal wear and tear). Supplier will not remove Dana Tooling (other than shipping containers and the like) from the Manufacturing Facilities without Dana's prior written approval. All replacement parts, additions, improvements, and accessories to the Dana Tooling will become part of the Dana Tooling unless they can be removed without damaging the Dana Tooling. Supplier will provide Dana with a list and condition of all Dana Tooling in its possession upon request.

b. Payment. With respect to any Dana Tooling that Dana pays Supplier to make or buy for use in performing the Agreement, Dana will not be obligated to pay for such Dana Tooling until Supplier has provided Dana with an itemized list and adequate cost records for the same and Dana has accepted the Dana Tooling through an approved "Parts Submission Warrant" or other Dana process. If Supplier fails to provide adequate cost records, Dana will not be obligated to pay more than the fair market value for the Dana Tooling, regardless of the charges levied with respect to or on it.

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

d. Release of Dana Tooling. Supplier will immediately release to Dana upon request, and once released, Dana may retake immediate possession of, the Dana Tooling and other property of Dana or its customers at any time, with or without cause and without payment of any kind. Supplier

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

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

f. Security Interest. Supplier hereby grants Dana and Dana's customers, as applicable, a security interest in the Dana Tooling and all accessories and attachments thereto, substitutes and replacements therefore and proceeds therefrom, and authorizes Dana or Dana's customers, as applicable, and their agents, on Dana's behalf and as its attorneys-in-fact, to prepare, sign and file such Uniform Commercial Code financing statements and amendments thereto and similar documents, or equivalent documents in accordance with the Laws of the jurisdiction in which the Dana Tooling is located, as they deem necessary to evidence or protect their security interests. Supplier expressly waives the benefit of any Law which would otherwise entitle it to assert a lien over the Dana Tooling, and, except with respect to the security interests created in favor of Dana and its customers pursuant to this Section, Supplier will keep the Dana Tooling free of all security interests, claims, demands, liens or any other encumbrances.

26. Scrap. All scrap recovered from raw material that is provided by Dana or on Dana's behalf or that is generated during the manufacture of the Products ("Scrap") is the sole personal property of Dana. Accordingly, Dana may, at its discretion, advise Supplier at any time that it desires to take possession of the Scrap or have it processed by Supplier or a third party. Upon Dana's direction, Supplier will cause the relevant Scrap to be handled per Dana's instructions. At no time during the manufacture of the Products will Supplier commingle Scrap with scrap generated from production activities performed by Supplier on behalf of its other customers.

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

a. Supplier represents, warrants and covenants that it will perform its obligations under the Agreement in compliance with, and will show evidence of compliance with, all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any other country or any state, county, city, province or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority (collectively, "Laws"). Supplier will provide Dana with any information reasonably required in order for Dana, its affiliates and their respective customers to comply with all Laws. Supplier further represents, warrants and covenants, by way of example and not limitation, that it will comply with all applicable provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor pertaining to Equal Employment Opportunity and Affirmative Action. Supplier also represents, warrants and covenants that it has reviewed and will abide by Dana's Supplier's Business Conduct Guide, available at <http://supplier.dana.com/> or other locations Dana may designate (as updated by Dana from time to time in its sole discretion, the "Supplier's Business Conduct Guide"). The Supplier's Business Conduct Guide is incorporated in these Terms and Conditions by this reference.

b. Federal Acquisition Regulation Clauses. As applicable, the clauses set forth in Federal Acquisition Regulation ("FAR") 52.244-6(c) and Department of Defense FAR Supplement ("DFARS") 252.244-7000 will be incorporated in these Terms and Conditions with the force and effect as though set forth in full text herein. These clauses will operate to impose obligations and responsibilities on the Parties, and will be interpreted as if: "Government" means "Buyer," "Contracting Officer" means "Buyer's Representative," "Contract" means "the Agreement," and "Offeror" or "Contractor" means "Supplier"; provided however that the terms "Government" and "Contracting Officer" do not change when the context of these terms clearly indicates otherwise, such as when a right, act, or authorization can be granted only by the Government.

c. Defense Priorities and Allocations System Regulation. Supplier is required to comply with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) in fulfilling any Purchase Order that has been given a priority rating (e.g., DX or DO) by Dana. Supplier will schedule production operations to satisfy the delivery requirements contained in any Purchase Order that has been given a priority rating and extend the priority rating to its subcontractors to assure that the Products are delivered within the required timeframe.

d. Export and Foreign Trade Control Laws. With respect to any information disclosed pursuant to the

Agreement:

i. Supplier agrees that it and its subcontractors will comply with all applicable U.S. export control and sanctions laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130, "ITAR"); the Export Administration Regulations (15 C.F.R. Parts 730-774, "EAR"); statutes that provide authority for the ITAR and EAR, including the Arms Export Control Act, 22 U.S.C. § 2751 et seq., and the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. § 1701 et seq.; and economic sanctions laws and regulations administered by the United States Government (including those set forth in 31 C.F.R. Parts 500-598) (collectively, "Export and Foreign Trade Control Laws").

ii. Without limiting Supplier's compliance obligations set forth in Section 27.d.i, Supplier and its subcontractors agree that with respect to data and databases that Dana identifies as containing ITAR-controlled data: (i) they will strictly limit access to this data and these databases to U.S. persons only, as defined by the ITAR (22 C.F.R. § 120.15), and that (ii) they will not export, re-export, or transfer/retransfer this data, nor make it accessible in any form or format, to foreign persons in the United States or abroad. Supplier and its subcontractors agree to ensure that their suppliers and subcontractors fully understand and abide by the requirements of this paragraph.

iii. Supplier shall immediately notify Dana if Supplier or its subcontractors, or their subcontractors, become listed on any U.S. export control, sanctions, or restricted-parties' list (including, but not limited to, the Denied Persons List, the Unverified List, the Entity List, the List of Specially Designated Nationals and Blocked Persons, the Debarred List, and the Excluded Parties List System), or if Supplier's or any of its subcontractors', or their subcontractors', export privileges are otherwise denied, suspended, limited or revoked in whole or in part by any U.S. Government entity or agency.

Notwithstanding anything herein to the contrary, the obligations of Dana under the Agreement are contingent on compliance by Supplier and its subcontractors with all applicable U.S. export control and sanctions laws and regulations.

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

f. Fines. Any fines, penalties or legal costs

incurred by Supplier or its agents or employees for noncompliance with this Section 27 will not be reimbursed by Dana, but will be the sole responsibility of Supplier or its agents or employees.

28. Excusable Delays, Labor Disputes and Contingency Plans.

a. Definition and Liability. Neither Party will be liable to the other Party for any delay in delivery or failure to perform caused by natural disasters, wars, acts of God, actions by governmental authorities, embargoes, acts of terrorism, court injunction or order, without its fault or negligence (an "Excusable Delay"). For the avoidance of doubt, an Excusable Delay does not include (i) acts or omissions of Supplier's subcontractors or suppliers (including price increases or the inability of Supplier to obtain necessary manufacturing inputs from its normal or customary sources), (ii) labor disputes of Supplier, its subcontractors or its suppliers, including lockouts, strikes or slowdowns, or (iii) failure to comply with applicable Law. If an Excusable Delay occurs, the affected Party will promptly notify the other Party of the nature and anticipated duration of the delay or failure. Dana will be entitled to terminate the Purchase Order if the Excusable Delay event persists or, in Dana's reasonable opinion, is likely to persist long enough to jeopardize Dana or any of Dana's production. If Dana determines in good faith that an Excusable Delay prevents, hinders or delays Supplier's ability to perform under the Agreement for more than twenty-four (24) consecutive hours or more than thirty-six (36) hours in a thirty (30) day period, then Dana may procure replacement products and services from an alternate source, and Supplier will be liable for payment for such replacement products and services from the alternate source for so long as the delay in performance continues. Dana will continue to pay Supplier the applicable Prices for the Products being replaced by the replacement products during such time.

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

c. Contingency Plans. Unless Supplier has already submitted a contingency plan to Dana that complies with the Agreement, no later than 30 days after the Effective Date, Supplier will prepare and submit for Dana's review and approval contingency plans to address any raw material shortage or supply interruption due to Excusable Delays. In addition, although not considered an Excusable Delay, Supplier will prepare and submit for Dana's review and approval contingency plans to address (i) the occurrence of strikes or other labor disturbances at the Manufacturing Facilities, (ii) any disruption in production at any of the Manufacturing Facilities or with Supplier's manufacturing equipment which will impair Supplier's ability to perform, and (iii) emergencies such as utility interruptions, labor shortages,

key equipment failures and field returns. Supplier will test such contingency plans at least once every Contract Year to demonstrate to Dana's reasonable satisfaction that such plans operate as anticipated in practice. The Parties will meet from time to time and discuss any updates to such plans as may be necessary. If Supplier fails to prepare and maintain acceptable contingency plans or, if upon the occurrence of an Excusable Delay, Supplier fails to implement the applicable contingency plan, such Excusable Delay will not be excused under Section 28.a.

29. Inspections and Audits. Upon at least 48 hours prior notice (unless circumstances reasonably preclude such notice), Supplier will allow Dana and its internal and external auditors, inspectors, regulators and other representatives that Dana may designate from time to time ("Dana Auditors") to perform audits and inspections of Supplier and its subcontractors and their respective facilities ("Audits"), to: (i) verify the accuracy and completeness of Supplier's invoices and Prices, (ii) examine, test and assess the Products and all tools, machinery, materials, processes and the like used in the manufacture of the Products, (iii) verify Supplier's competitiveness in accordance with Section 4 (Competitiveness); (iv) verify any adjustment claim made by Supplier in accordance with Section 7.b (Changes), (v) examine and inspect all pertinent records, documents and materials in the possession or under the control of Supplier relating to any of Supplier's obligations under the Agreement, and (vi) verify Supplier's compliance with the Agreement. Any Audit conducted pursuant to this Section will be at Dana's sole cost and expense, except that if a financial Audit reveals that Supplier overcharged Dana by five percent or more, Supplier will reimburse Dana in full for its costs and expenses related to such Audit within 30 days of Dana's request. No inspections or tests by the Dana Auditors will relieve, reduce or alter Supplier's obligation to inspect and test the Products prior to delivery or any other obligation in the Agreement.

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

31. Status of Parties.

a. Supplier is an independent contractor and not an employee, agent, partner of, or a joint venturer with, Dana and nothing in the Agreement makes either Party the agent or legal representative of the other Party for any purpose. Neither Party has authority to assume or to create any

obligation on behalf of the other Party.

b. Except with respect to the Dana Tooling provided to Supplier by Dana, Supplier will furnish all personnel, materials and equipment necessary to perform its obligations under the Agreement. All personnel performing services under the Agreement will be Supplier's employees and under Supplier's exclusive direction and control at all times, and Supplier will be solely responsible for their compensation and benefits, social security and income tax withholding, unemployment and workers' compensation, and similar matters. Supplier will assure that its employees observe Dana's security and safety rules at all times when they are on or about Dana's premises.

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

33. Child Labor. Supplier will comply with the following requirements: (a) the weekly and daily working schedules of Supplier's employees will comply with all applicable Laws, (b) Supplier will not compel any person to work involuntarily or under any threats or duress, (c) all labor in Supplier's facilities used to furnish the Products must comply with the minimum age of employment requirements prescribed by the International Labor Organization conventions or applicable Law, whichever is higher, and (d) Supplier may not employ forced labor nor impose similar working conditions.

34. Termination.

a. *For Cause.* Either Party may terminate the Agreement, in whole or in part, without liability to the other Party if the other Party repudiates or breaches any of the terms of the Agreement, including any of the representations, covenants or warranties as set forth herein, or fails to make progress so as to ensure timely and proper performance. In

such case, the non-breaching Party will first give written notice of the condition to the other Party specifying the failure or breach, and the other Party will have 15 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice to correct or remedy the breach. If the condition is not corrected or remedied within such 15 day period, then the non-breaching Party may immediately terminate without further notice.

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

c. *For Convenience.* Dana may, at its option, terminate the Agreement, in whole or in part, for convenience on 30 days written notice to Supplier. Upon such termination, Dana's sole liability and Supplier's sole and exclusive remedy will be for Dana to pay to Supplier the following amounts without duplication: (i) the Prices for all Products that have been completed and delivered in accordance with the Agreement and not previously paid for, and (ii) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Products to the extent such costs are reasonable in amount and properly allocable and apportionable under generally accepted accounting principles to the terminated portion of the Agreement. For the purpose of clarity, Dana will not be responsible for finished Products; Non-Conforming Products; work-in-process or raw materials (fabricated or procured) that are in excess of the Purchase Order; Products that are standard stock items and readily marketable, any Products, work-in-process or raw materials that can be used for other customers; claims by Supplier's subcontractors, lost profits, unabsorbed overhead, interest on claims, product development or engineering costs, unamortized depreciation costs or general and administrative costs. Within 30 days after the effective date of the termination, Supplier will submit a comprehensive termination claim with sufficient supporting data to enable Dana to evaluate the claim.

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

has become effective.

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

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

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

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

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

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

36. Advertising. During and after the Term, Supplier will not advertise or otherwise disclose its relationship with Dana or Dana's customers without Dana's prior written consent, except as may be required to perform the Agreement or as required by Law.

37. Electronic Communication. Supplier will comply with any method of electronic communication specified by Dana, including requirements for electronic funds transfer, , electronic signature and communications.

38. Complete Agreement, Priority and Amendments. The Agreement constitutes the entire agreement with respect to the subject matter of the Purchase Order, and supersedes all prior oral or written representations or agreements by the Parties, except as expressly identified in the Agreement. All terms and conditions contained in Supplier's quotations, sales forms, invoices, order acknowledgements, purchase orders or any other acceptance forms, and any Supplier documents posted on Internet web sites, that conflict with the terms and conditions of the Agreement will not be effective or binding on either Party. The Agreement will exclusively control the Parties' relationship with respect to the subject matter hereof. In the event of any inconsistency or conflict between these Terms and Conditions, the Purchase Order or other documents incorporated by reference that cannot be reconciled, the order of priority will be as follows: these Terms and Conditions, followed by the Purchase Order and then followed by documents incorporated by reference. No amendments, subsequent terms, conditions, understandings or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by the authorized

representatives of both Parties.

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

40. Dispute Resolution. Prior to pursuing any legal remedy against the other, an aggrieved Party will notify the other in writing of the dispute and will promptly pursue negotiations in good faith through dialogue between the Account Representatives. In the event that any dispute cannot be resolved through negotiation, then either Party may pursue litigation in accordance with Section 41 (Governing Law, Venue and Remedies). Notwithstanding the foregoing, nothing in the Agreement shall limit the right of either Party to apply to a court or other tribunal having jurisdiction to: (i) seek provisional, temporary or preliminary injunctive relief in response to an actual or threatened breach of the Agreement, or otherwise so as to avoid irreparable damage or maintain the status quo, until the dispute is resolved; or (ii) take any other action to resolve a dispute, if the action is specifically agreed to in writing by the Parties..

41. Governing Law, Venue and Remedies.

a. *Governing Law.* If the Party's [principal places of business] are in the same country, then the Agreement will be governed and enforced in accordance with the laws of such country, without recourse to the conflict of law provisions thereof, except that all FAR or DFARS clauses (where applicable) will be interpreted according to U.S. Federal law. If the Parties' [principal places of business] are not in the same country and Dana's [principal place of business] is located outside of Europe, then the Agreement will be governed and enforced in accordance with the laws of the State of Ohio, without recourse to the conflict of law provisions thereof, except that all FAR or DFARS clauses (where applicable) will be interpreted according to U.S. Federal law. If the Parties' [principal places of business] are not in the same country and Dana's [principal place of business] is located within Europe, then the Agreement will be governed and enforced in accordance with the laws of England and Wales, without recourse to the conflict of law provisions thereof, except that all FAR or DFARS clauses (where applicable) will be interpreted according to U.S. Federal law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

b. *Venue.* When bringing an action to enforce the Agreement, the Parties agree to the following jurisdictions: (a) if the Parties' [principal places of business] are in the same country, then the jurisdiction will be in such country (b) if the Parties' [principal places of business] are not in the same

country and Dana's [principal place of business] is located outside of Europe, then the jurisdiction will be in the State of Ohio or the location of Dana's [principal place of business], as determined by Dana in its sole discretion; (c) if the Parties' [principal places of business] are not in the same country and Dana's [principal place of business] is located within Europe, then the jurisdiction will be London, England.

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

42. Interpretation and Construction. Interpretation of the Agreement will be governed by the following rules of construction: (a) words in the singular will be held to include the plural and vice versa and words of one gender will be held to include the other gender as the context requires, (b) the word "including" and words of similar import will mean "including, without limitation," (c) provisions will apply, when appropriate, to successive events and transactions, and (d) the headings contained in the Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of the Agreement. The Parties agree that the usual rules of contract construction construing ambiguities against the drafter will not apply as the Parties are of equal sophistication and bargaining power. Thus, all terms will be given their plain meaning. The Parties acknowledge that the terms of the Agreement were individually negotiated between the Parties and that the Parties each had the opportunity to offer amended terms. Supplier acknowledges that Dana raised its attention to each of the sections of the Agreement and Supplier expressly acknowledges acceptance of those terms.

43. Survival. Any provision of the Agreement which, by its nature, would survive termination or expiration of the Agreement will survive any such termination or expiration of the Agreement, including Section 15 (Warranty, Non-Conforming Products and Recall), Section 18 (Insurance and Indemnification), Section 19 (Limitation of Liability), Section 22 (Confidentiality), Section 24 (Service Requirements), Section 35 (Termination Assistance), Section 41 (Governing Law, Venue and Remedies), Section 43 (Survival) and Section 45 (Governing Language).

44. Binding Effect. The Agreement will be binding on the Parties and their respective successors and any duly authorized assigns. Supplier warrants to Dana and Dana warrants to Supplier that it is under no contractual or other legal obligations, constraints or disabilities that would prevent it from performing the Agreement or limit its performance under the Agreement.

45. Governing Language. The Agreement has been negotiated and executed in the English language by sophisticated parties. The Agreement together with all documents to be delivered by any party hereto pursuant to the terms hereof shall be in the English language or, if originally written in another language, shall be accompanied by an

accurate English translation. Supplier may request that the Agreement be translated into the official language of the country of the Supplier, and any such translation shall be at Supplier's sole cost and expense. In the event of any conflict or discrepancy between this English language version and any translation, the version in English language will prevail.

46. Supplemental Terms and Conditions. If the Laws of a jurisdiction identified in the "Supplemental Terms and Conditions" applies, then the provision(s) identified in the "Supplemental Terms and Conditions" for such jurisdiction will replace, modify and/or supplement the equivalent provision(s) in these Terms and Conditions. The "Supplemental Terms and Conditions" are located at <http://supplier.dana.com> or other locations Dana may designate. Dana may update the "Supplemental Terms and Conditions" from time to time in its sole discretion.

SUPPLEMENTAL TERMS AND CONDITIONS

Supplement Section 27 (Legal Compliance and Business Conduct, Federal Acquisition Regulations) with the following:

- i. Security of Payment Act. If applicable, the Supplier agrees:
 - i. that a payment claim for the purpose of the Building and Construction Industry Security of Payment Act 1999 (NSW) (“SoP Act”) is a valid claim if made in accordance with the requirements of the Agreement and that the time for payment will be the “reference date” (as defined in the SoP Act);
 - ii. for the purpose of sections 9, 10, 11 and 12 of the SoP Act, the amount of a “progress payment” (as defined in the SoP Act) will be the amount calculated in the manner prescribed by the Contract; and
 - iii. if Dana becomes aware that a subcontractor is entitled to suspend work pursuant to the SoP Act, Dana may in its absolute discretion pay the subcontractor such money as may be owing to it in respect of the work, and any amount paid will be a debt due from the Supplier to Dana.

Canada

Replace Section 45 (Governing Language) with the following:

45. Governing Language. The Parties have requested that the Agreement and any related documents be drafted in the English language only. *Les Parties aux présentes ont exigé que la présente convention et tous documents connexes soient rédigés en langue anglaise uniquement.*

China

Supplement Terms and Conditions Section 5.b (Currency) with the following:

To the extent it is prohibited by applicable Law of the People’s Republic of China (“China,” which for the purpose of this Agreement shall exclude Taiwan, Hong Kong Special Administrative Region and Macao Special Administrative Region), Dana will not designate Chinese RMB as the payment currency when the transaction under the Agreement is a cross border transaction. Dana shall designate Chinese RMB as the payment currency when the transaction under the Agreement is within the territory of China under applicable Law of China.

Replace the second sentence of Section 5.d (Payment Terms) with the following:

Payment will be made via ACH, unless otherwise agreed by the Parties; *provided* that if payment by ACH is not practicable in China, then payment shall be made using any other available remittance system acceptable to both Parties.

Insert the following sentence in Section 5.d (Payment Terms) after the fourth sentence:

Dana will effect such offset only to the extent permitted by applicable Law of China.

Insert the following sentence in Section 18.a (Insurance) after the second sentence of the paragraph beginning with “Any coverages required under the Agreement will be...”:

If any of the coverages required under the Agreement are not available in the Chinese market, Supplier will procure such coverage from insurance carriers outside China.

Supplement the paragraph beginning with “Any coverages required under the Agreement will be...” in Section 18.a (Insurance) with the following:

The provisions of this paragraph shall not apply to employees’ work-related injury insurance. Such insurance shall instead be governed by requirements of the applicable Law of China.

Replace Section 21 (Notices) with the following:

b. All notices and communications relating to the Agreement will be in writing and will be deemed given when delivered by hand, one day after being given to an express courier or to a reputable international courier, in each case with a reliable system for tracking delivery, addressed to the address above or such other address as the Party has designated.

Replace Section 22.f (Confidentiality) with the following:

f. Supplier acknowledges and agrees that actual or threatened breach of this Section 22 would cause irreparable harm to Dana, for which money damages would not be a sufficient remedy or difficult to ascertain, entitling Dana to preliminary and permanent injunctive relief, in addition to any other relief or remedies that may be available under applicable Law of China (including without limitation an order requiring Supplier to continue to perform its obligations hereunder, to take remedial measures, and/or to compensate for losses in accordance with Article 107 of the *Contract Law* of China). Supplier further acknowledges and agrees that it is not necessary for Dana to post any bond for purpose of any of the relief or remedy as mentioned above, except as may be required by the relevant court in China. The provisions under this Section 22 will in no way limit or preclude the application of Section 40 (Dispute Resolution).

Replace the third sentence of Section 25.d with the following:

If Supplier does not release or deliver the Dana Tooling or other property of Dana or its customers in accordance with this Section, Dana may, at Supplier’s cost, obtain a court order for preservation or possession of the Dana Tooling and other property. Supplier acknowledges and agrees that it shall not be necessary for Supplier to post any bond for such court order, unless the relevant court otherwise requires Dana to post a bond.

Supplement Section 25.f (Security Interest) with the following:

Supplier will undertake and complete the registration with relevant authority(ies) in China of the security interest granted to Dana and Dana’s customers.

Delete the third sentence of Section 27.a (Legal Compliance and Business Conduct, Federal Acquisition Regulations).

Replace Section 30 (Document Retention) with the following:

30. Document Retention. Supplier will maintain all records, books, records, documents and data relating to the Agreement in accordance with regulations of China on accounting systems and in accordance with the generally accepted accounting principles consistently applied, unless the same are inconsistent with the requirements of applicable Law, and will keep such information (i) for a period of seven years after termination or expiration of the Agreement, or (ii) the maximum period required by Law, whichever is greater. All such records, books, records, documents and data will be maintained in such form (for example, in paper or electronic form) as required by the applicable Law of China

and as Dana may direct. If Dana's directions conflict with the applicable Law, Supplier will prepare another copy of such records, books, records, documents and data as Dana requests, to the extent permitted by applicable Law.

Replace the second sentence of Section 40 (Dispute Resolution) with the following:

In the event that any dispute cannot be resolved in this manner within thirty (30) days of the commencement of such consultations, the dispute may then be submitted to the Beijing section of the China International Economic and Trade Arbitration Committee (CIETAC) for resolution under final, binding and confidential arbitration proceedings to be conducted in Beijing in the English language under the administration of CIETAC and in accordance with the CIETAC arbitration rules. The arbitration panel shall consist of three arbitrators. Each Party shall appoint one (1) arbitrator and the third, who shall be the Chairman, shall be appointed by agreement of the two (2) arbitrators so appointed by the Parties. The arbitration proceeding shall be final, binding, non-appealable and confidential. During the arbitration, this Agreement shall continue to be performed by the Parties to the extent that is not in dispute.

European Union

Replace the third sentence of Section 27.a (Legal Compliance and Business conduct, Federal Acquisition Regulations) with the following:

Supplier further represents, warrants and covenants, by way of example and not limitation, that it will comply with all applicable provisions of Directive 200/78/EC of 27 November 2000, establishing a general framework for equal treatment in employment and occupation, and of the national laws and regulations implementing this Directive.

India

Replace the fourth sentence of Section 5.d (Payment Terms) with the following:

All amounts due to Supplier will be considered net of any indebtedness of Supplier and its Affiliates to Dana and, to the extent permitted by applicable Law, Dana may setoff against or recoup from any amounts due to Supplier and its Affiliates under the Agreement or any other transactions between Dana and Supplier and its Affiliates.

Replace the second sentence of Section 15.b.iii (Remedial Work) with the following:

In the case of (a) or (b), to the extent permitted by applicable Law, the cost of such Remedial Work will be, at Dana's option, offset against the amounts otherwise due Supplier for such Non-Conforming Product or reimbursed separately by Supplier within 30 days of Dana's request.

Replace Section 22.f (Confidentiality) with the following:

f. Supplier acknowledges and agrees that the actual or threatened breach of this Section 24 would cause irreparable harm to Dana, for which money damages would not be a sufficient remedy or difficult to ascertain, entitling Dana to preliminary and permanent injunctive relief, without the necessity of posting any bond, to the extent permitted by applicable Law, in addition to any other equitable relief or remedies that may be available.

Replace the third sentence of Section 27.d (Release of Dana Tooling) with the following:

If Supplier does not release or deliver the Dana Tooling or other property of Dana or its customers in accordance with this Section, Dana may at Supplier's cost and to the extent permitted by applicable Law (1) obtain an immediate court

order for possession without notice and without posting a bond, and (2) enter Supplier's premises, with or without legal process, and take immediate possession of the Dana Tooling and the other property.

Replace Section 40 (Dispute Resolution) with the following:

40. Dispute Resolution. Prior to pursuing any legal remedy against the other, an aggrieved Party will notify the other in writing of the dispute and will promptly pursue negotiations in good faith through dialogue between the Account Representatives. In the event that any dispute cannot be resolved through negotiation within 10 days of notice of the dispute, then either Party may pursue arbitration in accordance with Section 41 (Governing Law, Arbitration and Remedies). Notwithstanding the foregoing, nothing in the Agreement shall limit the right of either Party to apply to a court or other tribunal having jurisdiction to: (i) seek provisional, temporary or preliminary injunctive relief in response to an actual or threatened breach of the Agreement, or otherwise so as to avoid irreparable damage or maintain the status quo, until the dispute is resolved; or (ii) take any other action to resolve a dispute, if the action is specifically agreed to in writing by the Parties.

Replace Section 41 (Governing Law, Venue and Remedies) with the following if at least one Party to the contract is non-Indian:

Section 41 (Governing Law, Arbitration and Remedies)

a. *Governing Law.* If the Party's [principal places of business] are in the same country, then the Agreement will be governed and enforced in accordance with the laws of such country, without recourse to the conflict of law provisions thereof, except that all FAR or DFARS clauses (where applicable) will be interpreted according to U.S. Federal law. If the Parties' [principal places of business] are not in the same country and Dana's [principal place of business] is located outside of Europe, then the Agreement will be governed and enforced in accordance with the laws of the State of Ohio, without recourse to the conflict of law provisions thereof, except that all FAR or DFARS clauses (where applicable) will be interpreted according to U.S. Federal law. If the Parties' [principal places of business] are not in the same country and Dana's [principal place of business] is located within Europe, then the Agreement will be governed and enforced in accordance with the laws of England and Wales, without recourse to the conflict of law provisions thereof, except that all FAR or DFARS clauses (where applicable) will be interpreted according to U.S. Federal law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

b. *Arbitration.*

(i) All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") or any successor, as then existing.

(ii) The number of arbitrators shall be three. Each Party shall appoint one arbitrator, and the two arbitrators appointed by the Parties shall within 15 days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as the presiding arbitrator. If Dana is located outside of Europe, the seat of arbitration will be the State of Ohio, United States of America or the jurisdiction where Dana is located, as determined by Dana in its sole discretion. If Dana is located within Europe, the seat of arbitration will be London, England. The arbitration proceedings shall be in the English language.

(iii) The Parties shall submit to the arbitral tribunal's award which shall be enforceable in any competent court of law. The arbitral tribunal shall also decide on the apportionment of the costs of the arbitration proceedings.

(iv) The provisions of Part I of the Indian Arbitration and Conciliation Act, 1996 (other than Sections 9 and 27 of the Indian Arbitration and Conciliation Act, 1996), shall not be applicable to such arbitration proceedings and to any award, decision or order resulting from an arbitration pursuant to this Section 41. Subject to the prescribed procedures in this Section 41, the courts of Mumbai, India shall have exclusive jurisdiction in relation to the Agreement.

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

Replace Section 41 (Governing Law, Venue and Remedies) with the following if both Parties to the Agreement are Indian:

Section 41 (Governing Law, Arbitration and Remedies)

a. *Governing Law.* The Agreement will be governed and enforced in accordance with the laws of India. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

b. *Arbitration.*

(i) All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") or any successor, as then existing.

(ii) The number of arbitrators shall be three. Each Party shall appoint one arbitrator, and the two arbitrators appointed by the Parties shall within 15 days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as the presiding arbitrator. The seat of arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language.

(iii) The Parties shall submit to the arbitral tribunal's award which shall be enforceable in any competent court of law. The arbitral tribunal shall also decide on the apportionment of the costs of the arbitration proceedings.

(iv) For the purpose of this Section 41, the courts of Mumbai, India shall have exclusive jurisdiction in relation to the Agreement.

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

Japan

Replace Section 3.a (Products) with the following:

To the extent the Japanese Act against Delay in Payment of Subcontract Proceeds, Etc. to Subcontractors (Act No. 120 of June 1, 1956) ("Japanese Act") applies to the order of Products from Supplier, Dana will ensure that the Purchase Order contains (i) the names of Dana and Supplier, (ii) the payment date, (iii) the payment method, (iv) the date of completion of inspection (if applicable) and (v) any other information expressly required by the Japanese Act. To the maximum extent permitted by Article 3(1) of the Japanese Act, a Purchase Order will only become a binding commitment upon Dana to purchase the specified Products if the Purchase Order is not cancelled by Dana seven days before the ship date set forth in the Purchase Order.

Replace Section 5.c (Invoicing) with the following:

Supplier will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Dana, and Dana may withhold payment until a correct and complete invoice or other required information is received and verified, provided, however, that, to the extent the Japanese Act applies, Dana will pay Supplier within 60 days after receipt of the Products. Supplier will issue invoices to Dana on a monthly basis, unless otherwise agreed by the Parties. Supplier's submission of an invoice

constitutes a certification that (a) the quantities and amounts of delivered Products contained on such invoice are true and accurate and that such Products have been delivered in accordance with the terms and conditions of the Agreement, and (b) the invoice is submitted by a representative of Supplier authorized to legally bind Supplier. No invoices will be submitted to Dana until after the Products and Services that are the subject of such invoice have been delivered FCA Supplier's facility (Incoterms 2010) and performed, respectively. However, any Products or Services that are expressly stated in the Agreement as prepaid or paid in advance will be excluded from the foregoing limitation to the extent, but only to the extent, expressly set forth in the Agreement.

Replace Section 5.d (Payment Terms) with the following:

Dana will pay all undisputed and properly documented invoices in accordance with the payment terms established by Dana, provided, however, that, to the extent the Japanese Act applies, the payment terms will provide that Dana will pay Supplier within 60 days after receipt of the Products. Payment will be made via ACH, unless otherwise agreed by the Parties. Payment will not constitute acceptance of any defective or Non-Conforming Products. All amounts due to Supplier will be considered net of any indebtedness of Supplier and its Affiliates to Dana and Dana will have the right to setoff against or recoup from any amounts due to Supplier and its Affiliates under the Agreement or any other transactions between Dana and Supplier and its Affiliates. Supplier will not invoice Dana, and Dana will not be obligated to pay (except to the extent the Japanese Act applies, in which case payment will be made within 60 days after receipt of the Products), any amounts that are not properly invoiced within 90 days after the end of the month in which such amounts should have been invoiced.

Replace Section 7.b (Changes) with the following:

Dana may, to the maximum extent permitted by the Japanese Act, at any time make changes to Product drawings, specifications, materials, quality requirements, time or method of delivery or shipment, packaging, testing, quantity and related items by written notice to Supplier. Any request or claim by Supplier for a Price adjustment as a result of such changes must be asserted in writing within 10 days from the date of receipt by Supplier of Dana's notification of any change. If Dana determines that an adjustment is appropriate, to the maximum extent permitted by the Japanese Act, the Parties will negotiate in good faith an equitable adjustment to the Prices (increase or decrease), a change in shipping or delivery terms, or any other appropriate adjustments.

Replace Section 15.b (Non-Conforming Products) with the following:

If a Product does not conform to the warranties in [Section 15.a](#) (each, a "Non-Conforming Product"), then Dana may exercise any of the remedies below with respect to such Product to the maximum extent permitted by the Japanese Act:

Replace Section 27.a (Legal Compliance and Business Conduct, Federal Acquisition Regulations) with the following:

Supplier represents, warrants and covenants that it will perform its obligations under the Agreement in compliance with, and will show evidence of compliance with, all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any other country or any state, county, city, province or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority (collectively, "Laws"). Supplier will provide Dana with any information reasonably required in order for Dana, its Affiliates and their respective customers to comply with all Laws, including, without limitation, any information requested by Dana in order to ascertain whether the Japanese Act applies to the transactions under or in connection with the Agreement. Supplier further represents, warrants and covenants, by way of example and not limitation, that it will comply with all applicable

provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor pertaining to Equal Employment Opportunity and Affirmative Action. Supplier also represents, warrants and covenants that it has reviewed and will abide by Dana's "Supplier's Business Conduct Guide," available at <http://supplier.dana.com/> or other locations Dana may designate. The Supplier's Business Conduct Guide is incorporated in these Terms and Conditions by this reference.

Replace Section 31.a (Status of Parties) with the following:

Supplier is an independent contractor and not an employee, agent, partner of, or a joint venturer with, Dana and nothing in the Agreement makes either Party the agent or legal representative of the other Party for any purpose. Neither Party has authority to assume or to create any obligation on behalf of the other Party. Supplier represents and warrants that it is not a "subcontractor" (*shita ukeji kyousha*) for the purposes of the Japanese Act and further covenants that it shall immediately notify Dana if it becomes or is likely to become a "subcontractor" for the purposes of the Japanese Act.

Latin America, including counties in South and Central America and the Caribbean

In the event the Parties are not located in the same country, then replace Section 5.b (Currency) with the following:

b. *Currency.* All payments due hereunder and under any Purchase Order entered into between Dana and the Supplier shall be made in U.S. Dollars, regardless of any law, rule, regulation or statute, whether now or hereafter in existence or in effect in any jurisdiction, which affects or purports to affect such obligations. The obligation of the Parties in respect of any amount due under the Agreement, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), shall be discharged only to the extent of the amount in U.S. Dollars that the Party who is entitled to receive the payment may purchase with the sum paid in that other currency (after any premium and costs of exchange) on the Business Day immediately succeeding the day on which said Party receives the such payment. If the amount in U.S. Dollars for any reason falls short of the amount originally due, the paying Party shall pay such additional amounts, in U.S. Dollars, to compensate for the shortfall. Any obligation not discharged by that payment shall continue to be due as a separate and independent obligation.

Supplement Section 5 (Prices, Currency, Invoicing and Payment Terms) with the following:

e. *Stamp Tax.* Supplier shall be responsible for the payment of any applicable stamp tax or other governmental charges that may arise from the execution of the Agreement and shall furnish the corresponding evidence of such payment to Dana upon its request.

Replace the third sentence of Section 25.d (Release of Dana Tooling) with the following:

If Supplier does not release or deliver the Dana Tooling or other property of Dana or its customers in accordance with this Section, Dana may at Supplier's cost obtain an immediate court order for the obtainment of possession or initiate an executory proceeding to guarantee such release without the necessity of posting any applicable bond or other assurance.

Replace Section 25.f (Security Interest) with the following:

f. *Security Interest.* Should it be required by local law, Supplier will carry out all necessary steps to grant Dana and Dana's customers a valid and binding security interest in the Dana Tooling and all accessories and attachments thereto, substitutes and replacements therefore and proceeds therefrom. Supplier shall, if required by local law, register this security interest for it to be valid and enforceable before third parties and shall cover all costs deriving therefrom. Supplier expressly waives the benefit of any Law which would otherwise entitle it to assert a lien over the Dana Tooling,

and, except with respect to the security interests created in favor of Dana and its customers pursuant to this Section, Supplier will keep the Dana Tooling free of all security interests, claims, demands, liens or any other encumbrance.