

**1. The Contract.**

**1.1 Parties.** As used herein, “**Buyer**” means Dana Limited or any of its Affiliates which issues a purchase order and/or release to “**Supplier**” for “**Services**” (as those terms are defined below). “**Supplier**” means any provider of the Services. As used herein, “**Affiliates**” means any entity controlled by, under common control with or controlling Dana Limited.

**1.2 Offer and Acceptance.** Each purchase order Buyer issues (“**Purchase Order**”) is Buyer’s offer to purchase the services (“**Services**”) identified in that Purchase Order. Supplier will be deemed to have accepted a Purchase Order as issued (1) if Supplier fails to object to it in writing within 10 business days after receipt and has begun or later begins performance under the Purchase Order, or (2) if Supplier acknowledges in writing its acceptance of the Purchase Order. Upon acceptance, the Purchase Order together with these General Terms and Conditions and any other documents specifically incorporated in the Purchase Order or separately agreed to in writing will become a binding contract between Buyer and Supplier (collectively, the “**Contract**”). If Supplier timely objects to a Purchase Order or proposes alternate or additional terms, the Purchase Order will become a Contract only if and when Buyer and Supplier mutually agree in writing, even if Supplier commences or has commenced performance under the Purchase Order. Specific terms and conditions on the Purchase Order and the other documents comprising the Contract will take priority over any inconsistent provision in these General Terms and Conditions.

**1.3 Changes.** Buyer may from time to time by notice to Supplier make reasonable changes, within the scope of the Contract. At Supplier’s request with appropriate supporting documentation, the parties will agree upon an equitable adjustment to the Contract prices and times for performance as a result of Buyer’s changes. Contract changes must be in writing signed by Buyer’s authorized representative.

**2. Services.**

**2.1 Scope of Work.** Supplier will provide those Services identified in and in accordance with the Scope of Work set forth in the Purchase Order.

**2.2 Schedule.** Supplier will perform the Services in accordance with schedules that are issued by Buyer or as set forth in the Contract.

**2.3 Non-Performance.** If Supplier is unable to perform the Services at any time for any reason, Supplier

will notify Buyer immediately of the reason and expected duration of the period of non-performance. In such event, Buyer may, at its option, obtain a temporary substitute vendor to provide Services during the period of Supplier’s incapacity, or terminate the Contract in accordance with the provisions of this Contract. Supplier will cooperate fully with Buyer in this endeavor. During any such period of incapacity, Supplier will not be entitled to any compensation hereunder.

**3. Personnel and Equipment.**

**3.1 Duties Regarding Its Employees.** Supplier will provide proper instruction to its personnel to perform the Services. Supplier will be solely responsible for directing and supervising its personnel in performing the Services; for maintaining discipline and order among them; and for assuring that they comply fully with the provisions of this Contract. Supplier will be solely responsible for all wages and benefits payable or due to its personnel; for the withholding of all taxes normally pertaining to payroll costs or deductions; and for all insurance costs for the coverages described in this Contract.

**3.2 Duties Regarding Third Parties.** While on or about the premises of Buyer, whether in the course of performing the Services or otherwise, Supplier and its agents will at all times: (i) protect all persons and property from injury or damage; (ii) take all necessary precautions to prevent accidents or injury to any person or property; and (iii) comply with all applicable laws and regulations (including, but not limited to, environmental and health and safety laws and regulations) and with any health and safety or other workplace rules established by Buyer. Where applicable, at Buyer’s request, Supplier will remove any of its employees assigned to perform Services at a Buyer facility provided nothing herein will in any way affect the right of Supplier, in its sole discretion as employer to hire, assign, reassign, discipline and/or terminate its own employees.

**3.3 Equipment.** Unless the parties agree otherwise in writing, Supplier will, at its cost, provide, maintain, and replace as necessary, those supplies and equipment necessary for the performance of the Services.

**3.4 Training.** Supplier represents and warrants that it will take appropriate steps to assure that the individuals performing the Services are properly trained to perform the Services and are properly protected with regard to any safety risks or exposure to hazardous materials that may occur as a result of the performance of the Services.

**4. Compensation.** Buyer will pay Supplier in accordance with the payment arrangement set forth in the Purchase Order. If compensation is based on the amount of time spent performing the Services, Supplier shall maintain detailed time records, in a format reasonably acceptable to Buyer, identifying the individual performing the Services, the date and number of hours Services were performed, and a description of the Services. The labor rates used for purposes of this Contract may not be modified without the advance written notice of Buyer. Supplier may not charge for overtime at different rates other than those agreed to in the Contract. Supplier will invoice Buyer monthly for all Services performed in the prior month, in such format and with such detail as Buyer may reasonably require. Buyer will pay all undisputed invoices Net 59 days check or net 62 days ACH or via such other payment method to which the parties may mutually agree in writing. Any pass through travel costs must be approved by Buyer prior to travel date and must comply with Buyer's then-current travel policy, a copy of which is available at <http://danavision.dana.com/policies/policies.asp>.

**5. Warranties.** Supplier 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 and regulations; and (iii) conform to all requirements of the Contract. Work which does not satisfy these requirements, including modifications or re-performance not properly approved and authorized, may be considered to be a breach of this Contract. If Supplier provides any goods to Buyer, then, unless otherwise agreed by the parties (i.e. where the goods are used), Supplier warrants that all goods shall be new; delivered to Buyer free and clear of all liens and encumbrances; free from defects in design, material and workmanship; merchantable; in conformity with all specifications, drawings and/or samples furnished by Supplier or Buyer and with the product description on the label and/or package; and fit for their intended uses; and that Buyer's purchase and use of the goods will not infringe or contribute to the infringement of any U.S. or foreign patent or patent right or other third party intellectual property right.

**6. Indemnification and Insurance.**

**6.1 *Indemnification.*** Supplier agrees to defend, indemnify, and hold harmless Buyer, its affiliates and subsidiaries, and all of their officers, directors, employees, agents, representatives and insurers, from and against any and all damages, losses, claims, judgments, expenses, causes of action, or liabilities of

any kind whatsoever to the extent that the foregoing is directly or indirectly attributable to the acts or omissions of Supplier, its employees, agents, contractors, or invitees. The foregoing duty of indemnification shall also apply, without limitation, to injuries, deaths or accidents involving employees of Supplier that may arise directly or indirect as a result of the performance of Services. For purposes of the preceding sentence, Supplier waives, as a defense, any immunity that it may have or claim under any state laws or regulations related to workers' compensation or employee injuries.

**6.2 *Insurance.*** During the term of this Agreement or while any Services are being performed in conjunction with this Contract, Supplier will maintain, at its own expense, the following minimum insurance coverages as evidenced by insurance certificates provided to Buyer's representative: (i) Workers' compensation – statutory limits, (ii) Employer's liability – \$1 million per accident, (iii) commercial general liability (including but not limited to products/completed operations, contractual liability, personal injury, and advertising injury liability) – \$1 million bodily injury or property damage per occurrence, (iv) automobile liability (covering owned, nonowned, and hired vehicles) – \$1 million bodily injury or property damage per accident, (v) Umbrella or Excess Liability – \$5,000,000 per occurrence. (vi) any other insurance coverage Buyer deems appropriate. With the exception of the workers compensation and employers liability coverage, all such coverages shall provide 30 days notice of cancellation or nonrenewal to Buyer and shall provide that such coverage is primary and not excess or contributory over any other insurance maintained by Buyer. If Supplier, with Buyer's advance approval, hires or uses any other person, contractor, subcontractor, or invitee for any Services in conjunction with this Contract, Supplier shall require, in writing from that party, the same insurance coverages and requirements as stated above and shall also require, in writing from that party, the same indemnification provisions in favor of Buyer as provided in Section 6.1 of this Contract.

**7. Confidentiality.** Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data of any kind which are supplied or disclosed by Buyer in connection with the Contract, or acquired by Supplier during the course of performing Services ("**Confidential Information**"), will be deemed confidential and proprietary to, and remain the sole property of Buyer. Supplier may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated

under the Contract without in each case the written consent of Buyer. Confidential Information will not include information that (1) is or becomes generally available to the public other than as a result of a violation of this Section 7 by Supplier, (2) was obtained by Supplier on a non-confidential basis from a third party who had the apparent right to disclose it, or (3) is legally required to be disclosed. Supplier will each use the same degree of care to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure (but not less than a reasonable degree of care). Upon request, Supplier will promptly return or destroy the original and all copies of Confidential Information received.

**8. Legal Compliance and Business Conduct.** Supplier warrants that it will comply with and show evidence of compliance with all applicable laws, regulations and orders in doing any business with Buyer. Supplier further warrants, 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 warrants that it has reviewed and will abide by Buyer's "Supplier's Guide to Business Conduct," a copy of which is available at <http://danavision.dana.com/policies/policies.asp>.

**9. Status of Parties.** Supplier is an independent contractor and not an employee, agent, partner of or a joint venturer with Buyer or any of its holding, subsidiary or associated companies or undertakings. Supplier is solely responsible for performing the Services undertaken in this Contract and will exercise its own discretion in the method and manner of performing its obligations hereunder. The personnel, materials, equipment and methods used by Supplier will at all times be under its exclusive direction and control.

**10. Buyer Property.**

**10.1 *Identification.*** If Buyer or its customer has, provides, or pays for tools, equipment or supplies used by Supplier in the performance of the Services, such tools, equipment or supplies shall be Buyer's Property ("**Buyer's Property**").

**10.2 *Right to Use.*** Supplier will assign to Buyer contract rights or claims in which Supplier has an interest with respect to Buyer's Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence its ownership

of Buyer's Property. Supplier will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Supplier will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. To the extent permitted by law, Supplier waives any lien or similar right it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property.

**11. Assignment.** Supplier will not subcontract or assign, in whole or in part, any purchase orders or releases or any of its obligations or rights hereunder without Buyer's prior written consent and any attempted assignment without such consent will be void and unenforceable. Buyer may assign its rights and obligations under this Contract upon written notice to Supplier.

**12. Termination.**

**12.1 *Convenience.*** In addition to any other rights of Buyer to terminate this Contract, Buyer may, at its option, immediately terminate all or any part of this Contract at any time and for any reason or for no reason by giving written notice to Supplier. In such case Buyer and Supplier will negotiate in good faith concerning payment by Buyer of any costs incurred by Supplier specifically for this Contract, it being understood that under no circumstances will Buyer be liable for any incidental or consequential damages, including lost profits.

**12.2 *Insolvency.*** Buyer may immediately terminate this Contract and any Purchase Order or release hereunder without liability to Supplier in any of the following or any other comparable events: (a) insolvency of Supplier; (b) filing of a voluntary petition in bankruptcy by Supplier; (c) filing of any involuntary petition in bankruptcy against Supplier; (d) appointment of a receiver or trustee for Supplier; or (e) 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. Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney or other professional fees.

**12.3 *Default.*** Buyer reserves the right to terminate all or any part of this Contract or any Purchase Order or release hereunder, without liability to Supplier, if

Supplier: (a) repudiates or breaches any of the terms of this Contract, including Supplier's warranties; (b) fails to perform Services as specified by Buyer ; (c) fails to make progress so as to ensure timely and proper completion of Services; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

**12.4 Reports and Work Product.** Unless Buyer agrees in writing to the contrary, all reports and memoranda prepared by Supplier will be the property of Buyer ("**Work Product**"). Upon completion of the Services or upon termination of this Contract, Supplier will promptly, upon request, submit a final report to Buyer and will also submit to Buyer all Work Product prepared by Supplier or its approved subcontractors pursuant to this Contract.

**12.5 Intellectual Property.** All ideas, methods, procedures, improvements, inventions and discoveries (collectively, "**Discoveries**") which Supplier makes, conceives or first reduces to practice during the performance of the Services hereunder will be the sole property of Buyer and Supplier will execute such documents and provide such assistance as Buyer may reasonably require to establish, maintain and enforce its rights in and to such Discoveries, including, without limitation, assistance in obtaining patents and copyrights in the name of Buyer or Buyer's assignee. Supplier will promptly advise Buyer in writing of the details of any such Discovery. This Section applies only to Discoveries with respect to the Services. Nothing herein restricts Supplier from using general know-how not specifically related to the Services to be performed hereunder or gives Buyer any right in or to any proprietary or confidential information and/or patented technology of Supplier.

**13. Excusable Non-Performance.** A delay or failure by either party to perform its obligations under the Contract will be excused, and will not constitute a Default, only if (1) caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence, and (2) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that it has occurred or will occur. If Supplier is unable to perform for any reason, Buyer may acquire Services from other sources and reduce its purchases from Supplier accordingly without liability to Supplier. Within three business days after written request by the other party, the non-performing party will

provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

**14. Personal Data.** No person performing Services for or on behalf of Supplier hereunder shall read, download or otherwise acquire in any way any data or information made available to Supplier in the course of the performance of the Services hereunder ("**Buyer Data**"). Supplier shall ensure that no third party reads, downloads, is given or otherwise acquires in any way any Buyer Data. All Buyer Data will be kept secure from any release or disclosure and held or processed in compliance with all relevant Data Protection legislation. Supplier and its agents shall: (a) process Buyer Data only for the purpose of providing Services hereunder and for no other purpose; (b) to the extent required under applicable data protection laws, provide to Buyer reasonable support in maintaining at all times a valid, up to date notification/registration covering all of processing of personal data contained in Buyer Data; (c) not transfer to nor direct any person to process any Buyer Data without the specific prior written approval of Buyer; (d) ensure that Buyer Data is only accessible to Supplier and Supplier's employees who reasonably need access for the purpose of providing Services hereunder; and (e) inform Buyer immediately if Supplier or any of Supplier's agents receives any inquiry from a governmental official charged with the enforcement of data protection laws.

**15. Miscellaneous.**

**15.1 Advertising.** During and after the term of the Contract, Supplier will not advertise or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

**15.2 Audit Rights.** Supplier will maintain records as necessary to support amounts charged to Buyer under the Contract in accordance with Supplier's document retention policies. Buyer and its representatives may audit Supplier's records of transactions completed within one year prior to the audit date, to the extent needed to verify the quantities shipped and that the prices charged match the Contract prices. Any audit will be conducted at Buyer's expense (but will be reimbursed by Supplier if the audit uncovers material errors in the amounts

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charged), at reasonable times, and at Supplier's usual place of business.

**15.3 Electronic Communication.** Supplier will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Supplier will also make commercially reasonable efforts to comply with any modification to Buyer's specified method of electronic communication after the date of the Contract, subject to Section 1.3.

**15.4 Waiver.** The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

**15.5 Entire Agreement.** The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract. Unless and to the extent specifically incorporated into the Contract, Buyer rejects, in advance, all terms and conditions contained on Supplier's quotation, sales forms, invoices, order acknowledgements and/or any Supplier documents posted on internet web sites. This Contract will apply to all purchases made by Buyer unless specifically modified or waived in writing. Except as authorized in Section 1.2, no subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

**15.6 Severability.** A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.

**15.7 Notices.** Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

**15.8 Language.** If any Services are to be performed in Canada, the following shall apply: Les parties aux présentes confirment leur volonté que le présent contrat de même que tous autres documents et communications s'y rapportant soient rédigés en anglais seulement. The Contractor and Purchaser confirm their wish that the

present Agreement and all other documents and communications pertaining hereto be drawn up in English only.

**15.9 Governing Law.** Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the internal laws of Ohio regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

*Adopted November, 2008*