



## WABCO STANDARD TERMS AND CONDITIONS OF SALE

### 1. Acceptance and Modification

This document constitutes an offer or counteroffer (an "Offer") by WABCO North America LLC and its subsidiary or affiliates in North America to sell the products and/or services described herein (the "Products") to Buyer ("Buyer"), subject to and in accordance with these terms and conditions and attachments to this document (the "Terms and Conditions"). This document is not an acceptance of any offer or counteroffer made or purchase order submitted by Buyer, and this Offer and any contract arising out of this Offer (collectively, the "Contract") are each expressly conditioned upon Buyer's assent to all of the Terms and Conditions. WABCO's acceptance of any order is subject to Buyer's assent to all of the Terms and Conditions set forth in WABCO's acknowledgement, and Buyer's assent to these Terms and Conditions shall be presumed from Buyer's receipt of WABCO's acknowledgement, or from Buyer's acceptance of all or any part of the Products ordered. Buyer acknowledges agreement with these Terms and Conditions by placement of an order to purchase Products from WABCO or its acceptance of all or any part of the Products called for in a purchase order. WABCO objects to any additional or different terms or conditions contained in any request for quotation, request for proposal, purchase order or other document or communication previously or hereafter provided by Buyer to WABCO. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in WABCO's acknowledgement, WABCO's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by WABCO of any of the Terms and Conditions nor an acceptance of any such additional provisions. No such additional or different terms or conditions will be of any force or effect, unless specifically agreed to by an executive officer of WABCO in writing. The Contract constitutes the entire understanding between the parties with respect to the subject matter of the contract and supersedes any prior discussions, negotiations, agreements and understandings. Modifications to the Contract can be made only by a writing signed by an authorized representative of each party.

### 2. Termination

Neither the Contract nor any related order may be cancelled or altered by Buyer except upon terms and conditions acceptable to WABCO, as evidenced in writing by WABCO's authorized representative. In the event of such a cancellation by Buyer has been approved by WABCO, Buyer shall pay to WABCO: (i) the agreed unit prices for completed Products (or components or units of components thereof) under the Contract or any related order; (ii) all other costs incurred by WABCO prior to cancellation directly connected with work under the Contract or any related order; (iii) all other costs incurred by WABCO associated with the cancellation of the Contract or any related order, including, without limitation, cancellation charges under subcontracts, charges for packing, removal to storage and/or restocking; plus (iv) 15% of the sum of (i), (ii) and (iii). Until WABCO has received all of the foregoing cancellation charges, all cancelled Products shall remain the sole and exclusive property of WABCO, regardless of the state of completion of such Products.

### 3. Delivery

WABCO will use commercially reasonable efforts to insure on time delivery, provided that any delay in shipment shall not relieve Buyer of its obligations under the Agreement. Unless otherwise provided in this document, all Products will be delivered FCA shipping point (as defined in Incoterms 2020). In the event that scheduled delivery of Products is delayed by Buyer, WABCO may store such Products for the account of and at the risk and expense of Buyer. WABCO guarantees no delivery dates, as such dates are estimates only, and reserves the right to make delivery in installments in order to fill an order. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. WABCO shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond WABCO's reasonable control. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for WABCO's inability to deliver for any reason shall be rescission of the underlying order.

### 4. Risk of Loss

Risk of loss or damage and any further cost and responsibility for claims, delivery, and, if applicable, placement and storage shall pass from WABCO to Buyer, and delivery shall be deemed to be complete, upon delivery by WABCO to a private or common carrier, or upon moving into storage, whichever occurs first. Notwithstanding the foregoing provision, the Products sold shall remain the sole and exclusive property of WABCO and shall remain its personal property until full and final payment has been made.

### 5. Security Agreement and Insurance

a. To secure payment of the price payable under the Contract and performance of all of Buyer's obligations under the Contract, Buyer hereby: (i) grants to WABCO purchase money security interest in all Products; and (ii) authorizes Buyer to file such financing statements and other documents, and agrees to execute such other documents and to do such other acts, as WABCO may reasonably deem necessary or advisable to protect its rights in such Products. In the event Buyer breaches the terms or conditions of the Contract, including, but not limited to, any past due balances, together with interest, costs, and attorney fees are permitted herein, WABCO shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code.

b. Until WABCO has received full payment of the price payable under the Contract, Buyer shall (i) maintain insurance covering all Products in such amounts and against such risks as is customary by companies engaged in the same or similar business and similarly located, naming WABCO as insured or coinsured, and shall, upon WABCO's request, furnish evidence of such insurance satisfactory to WABCO, and (ii) upon request by WABCO, do all things necessary or desirable to adequately insure the Products against Loss or damage.

### 6. Payment

All invoices shall be paid within thirty (30) days after shipment. If Buyer fails to pay any invoice when due or if, in the judgment of WABCO, the financial condition of Buyer at any time prior to shipment does not justify the extension of credit, then WABCO may require payment in advance or otherwise modify the payment terms upon notice to Buyer. All delays occasioned by acts of Buyer shall be at the expense of Buyer. WABCO reserves the right to assess reasonable charges for its expenses resulting from such delays. All shipments shall be separately invoiced and paid for without regard to subsequent deliveries. Interest at the rate of one and one-half percent (1 ½%) per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse WABCO for all costs and expenses (including attorneys' fees and the costs of bringing any action) incurred in collecting any amounts past due. If a dispute arises between the parties concerning Buyer's alleged right to setoff or recoupment against WABCO or its affiliates, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding the foregoing, Buyer acknowledges and agrees that payments owed to WABCO for Products supplied under this Contract are not subject to any setoff or recoupment by Buyer unless and until WABCO agrees in writing to such setoff or recoupment, and that Buyer shall not exercise its right to setoff or recoupment in connection with any disputed, contingent, or unliquidated claim.

### 7. Prices

Unless otherwise quoted, prices shall be those in effect at the time of the acceptance of the Purchase Order by WABCO. Unless other terms are specified in the attachments to this document, all prices are quoted and payable in U.S. dollars. The prices quoted do not include any taxes imposed on the sale of the Products. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, GST, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority (whether domestic or foreign, or federal, state or local) on or measured by the transactions between WABCO and Buyer (other than income taxes imposed on WABCO) shall be added to the price of Products, invoiced separately, and paid by Buyer in addition to the prices quoted or invoiced. In the event WABCO is required to pay any such tax, fee or charge, Buyer shall reimburse WABCO therefor or, in lieu of such payment, Buyer shall provide WABCO at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Limited Warranty

- WABCO warrants for a period of only one (1) year that: (i) the Products delivered hereunder meet such specifications as may have been expressly agreed to herein; (ii) the sale of the Products delivered hereunder will not infringe the claims of any United States patent covering the Products themselves, but WABCO does not warrant against infringement by reason the use thereof in combination with other products or in the operation of any process; and (iii) the Products shall be free from defects in material and workmanship.
- WABCO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN THIS PARAGRAPH 8. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. WABCO EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.
- Buyer assumes all risk and liability resulting from use of the Products, whether used singly or in combinations with other products.
- The warranty set forth in this Paragraph 8 shall not apply in the event of defects or damages caused by: (i) failure of Buyer to comply with any operational or maintenance guidelines or requirements; (ii) physical abuse of the goods or any component or acts of vandalism by any persons other than WABCO, its employees, agents, or subcontractors; (iii) alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than WABCO, its employees, agents or subcontractors; or (iv) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the sole negligence of WABCO or its employees, agents, or subcontractors.

### 8. Patents, Trademarks and Copyrights

a. WABCO, at its own expense, shall defend or settle any suits that may be instituted by an unrelated third party against Buyer to the extent such suits relate to infringement of any patent, trademark or copyright by Products manufactured by WABCO pursuant to the Contract, if such infringement directly arises out of the use of such Products, or components thereof, in Buyer's business for any of the purposes for which the same were sold by WABCO under the Contract, and provided that Buyer shall (i) have made all payments then due under the Contract, (ii) give WABCO immediate notice in writing of any such suit, (iii) transmit to WABCO immediately upon receipt all processes and papers served upon Buyer, (iv) permit WABCO

## 8. Patents, Trademarks and Copyrights (continued...)

through its counsel, either in the name of Buyer or in the name of WABCO, to defend such suits, and (v) give all needed information, assistance and authority to enable WABCO to do so.

- b. If Products sold to Buyer under the Contract are held in and of themselves, by final court decision from which no appeal can be taken, to infringe any patent and their use is enjoined, or in the event of a settlement or compromise approved in writing by WABCO that precludes future use of Products sold to Buyer under the Contract, then WABCO (i) shall pay any final and unappealable award of damages in such suit to the extent such damages are directly attributable to such infringement, and (ii) shall, at its own expense and at its sole option, (A) procure for Buyer the right to continue using such Products to the extent contemplated in the Contract, (B) modify such Products to render them noninfringing, (C) replace such Products with noninfringing Products, or (D) refund the price paid by Buyer for such Products after Buyer's return of such Products to WABCO. This Paragraph 9 states WABCO's sole obligation and Buyer's exclusive remedy with respect to patent, trademark or copyright infringement, provided that WABCO's liability for patent, trademark and copyright infringement shall not exceed the price paid by Buyer under the Contract.

## 9. Limitation of Damages

- a. THE MAXIMUM LIABILITY, IF ANY, OF WABCO FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM WABCO'S BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED PRICE OF THE PRODUCTS AT ISSUE IN THE CLAIM.
- b. IN NO EVENT SHALL WABCO BE LIABLE TO BUYER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY INCLUDING THIRD PARTY CLAIMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. Notwithstanding anything to the contrary in the Contract, WABCO shall not be responsible for, and shall incur no liability with respect to, any information supplied by Buyer or any of its subcontractors to WABCO.
- d. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISIONS SET FORTH IN THIS PARAGRAPH 11 SURVIVE BETWEEN BUYER AND WABCO EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

## 10. Confidential Data

- a. All sketches, models, formulas, materials, samples and other information submitted by WABCO shall remain the property of WABCO and shall be treated as confidential information of WABCO unless WABCO has indicated a contrary intent in writing. Immediately upon termination of this Agreement, all sketches, models, formulas, materials, samples and other information, together with any and all copies thereof, shall be returned to WABCO. All sketches, models, specifications, drawings, designs, data, information, ideas, methods, patterns and/or inventions made, conceived, developed or acquired by WABCO in connection with the Contract or any related order shall vest in and inure to WABCO's full benefit, notwithstanding any charges therefor that may have been or may be imposed by WABCO, and shall not be disclosed to third parties without WABCO's prior written consent. This obligation shall continue so long as any Purchase Order for Products related to or using such technical information or data is in effect and for a period of two years thereafter. This obligation will not apply to information that is or becomes publicly known through no fault of Buyer.
- b. Any property of Buyer placed in WABCO's custody for performance of the Contract is not covered by insurance, and no risk is assumed by WABCO in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any event beyond WABCO's control.

## 11. Inspection

Buyer or its authorized agents shall have the right to visit WABCO's workshops to inspect progress and production of the Products during normal business hours upon three (3) days' prior written notice, provided that Buyer and such agents shall abide by any applicable rules that WABCO may have in effect or hereafter put into effect at such workshops, including, without limitation, rules relating to workers, safety, use of cameras, security and confidentiality procedures or requirements, designated entrances, hours of work and the handling of equipment or materials.

## 12. Changes in the Products

Buyer may request in writing changes in the specifications and shipping instructions of Products. As promptly as practicable after receipt of such request, WABCO shall advise Buyer in an amendment letter what amendments to the Contract, if any, may be necessitated by such changes, including, without limitation, amendment of price, specifications and shipment schedule. If such proposed amendments to the Contract are accepted in writing by Buyer, WABCO shall make the requested changes with respect to such Products as may be affected thereby. WABCO may at any time make such changes in the Products as shall constitute an improvement in the judgment of WABCO. WABCO may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers. Any such changes in or substitutes of materials or components that were specifically identified in the specifications or WABCO's quotation require notice to and the consent of Buyer, which consent shall not be unreasonably withheld or delayed.

## 13. Force Majeure

WABCO shall not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including, without limitation, acts of God, acts or omissions of Buyer, embargo or other governmental act, regulation or request, fires, floods, explosions, hurricane, accident, strike, slowdown, epidemics, quarantine restrictions, war, riots, acts of terrorism, or delays in transportation, equipment failure, inability to obtain necessary labor, equipment, materials or manufacturing facilities, or failure of usual source of supply or usual modes of transportation. In the event of any such delay, WABCO's performance dates(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay. Buyer's exclusive remedy for other delays and for WABCO's inability to deliver for any reasons shall be rescission of the underlying order.

## 14. Export Packaging and Documents

Prices include WABCO's standard commercial export packaging, which will vary depending on whether shipment is made by air or ship. Buyer shall bear any additional expenses required to satisfy Buyer's specifications. Packages will be marked in accordance with Buyer's instructions, and WABCO shall furnish complete packing lists and such other information that Buyer will have advised WABCO may be necessary to enable Buyer's agent to prepare documents required for export shipment. For customs and duty purposes, Buyer shall supply WABCO with all necessary information and assistance that is required for proper classification of the Products and each shipment to secure the most expeditious clearance of each shipment. No shipping devices may be returned to WABCO unless such return is accepted in advance by WABCO in writing and unless all return freight is prepaid by Buyer.

## 15. Indemnification

**EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, LOSSES, EXPENSES, COSTS OR CLAIMS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES), TO THE EXTENT THAT SUCH CLAIMS AND LOSSES ARE DIRECTLY CAUSED BY (A) NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY; OR (B) THE INDEMNIFYING PARTY'S BREACH OF ANY OF ITS COVENANTS, REPRESENTATIONS OR WARRANTIES SET FORTH HEREIN OR IN ANY CONTRACT SIGNED BETWEEN BUYER AND WABCO.**

## 16. Miscellaneous

- a. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and the parties shall substitute therefor an enforceable provision that achieves the same business purpose as the provision that is prohibited or unenforceable.
- b. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF MICHIGAN AND, ADDITIONALLY, WITH RESPECT TO PRODUCTS DELIVERED OUTSIDE THE UNITED STATES, HE UNITED STATES OF AMERICA (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- c. WABCO and Buyer specifically agree that any action brought by WABCO or Buyer to enforce any of the provisions of this Offer or the Contract shall be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or, if subject matter jurisdiction exists, the U.S. District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient. WABCO and Buyer acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, shall be binding and enforceable in all jurisdictions and countries.
- d. WABCO's failure to exercise a right or remedy or WABCO's acceptance of a partial or delinquent payment shall not be deemed to be a waiver of any of WABCO's rights or Buyer's obligations under this Contract, and shall not constitute a waiver of WABCO's right to declare an immediate or a subsequent default.
- e. No assignment of this contract or of any right or obligation under this contract shall be made by Buyer without the prior written consent of WABCO. In the event of a proper assignment, the contract shall be binding upon and inure to the benefit of the Buyer's successors and assigns.
- f. In the event of WABCO's enforcement of any term or condition in the Contract, Buyer shall be liable to WABCO for all costs, including attorneys' fees, incurred by WABCO in enforcing the Contract and in collecting any sums owed by Buyer to WABCO.
- g. In its relationship with WABCO, Buyer is an independent contractor. Nothing in this Contract shall be construed such that Buyer shall be considered an employee, agent or partner of WABCO. This Contract shall not confer any rights or remedies upon any third party, other than the parties to this Contract and their respective successors and permitted assigns.