

SRG GLOBAL

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. The Contract.

1.1 *Offer and Acceptance.* Each purchase order or purchase order revision (“**Purchase Order**”) is an offer to Seller by SRG Global, Inc. or its applicable subsidiary or affiliate identified in the Order (“**Buyer**”) for the purchase of goods (“**Products**”) and services (“**Services**”) identified in that Purchase Order. Seller will be deemed to have accepted a Purchase Order as issued upon the first to occur of the following: (1) if Seller fails to object to it in writing within five (5) business days after receipt or begins performance under the Purchase Order, or (2) if Seller 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, such as specifications, drawings, requirements of Buyer’s customer, or quality requirements, will become a binding contract between Buyer and Seller (collectively, the “**Contract**”). Any additions or modifications proposed by Seller are expressly rejected and are not part of the Contract unless in writing signed by an authorized representative of Buyer. 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.

1.2 *Changes.* Buyer may from time to time by notice to Seller make changes to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract. At Seller’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, provided, however, that no claim by Seller for an adjustment in the price or in time for performance will be considered unless presented to Buyer in writing within ten (10) days after Seller receives the notice of change from Buyer. Contract changes must be in writing signed by Buyer’s authorized representative.

2. Products and Services.

2.1 *Quantity.* If quantities or delivery schedules are not specified in the Contract, they will be as reasonably determined by Buyer and stated in Buyer’s firm releases issued to Seller from time to time. Buyer may return over-shipments to Seller at Seller’s expense. Unless otherwise specifically stated in the Contract, the Contract is not exclusive and Buyer may purchase similar products and services from third parties, subject to **Section 10.2**.

2.2 *Current-Model Service Requirements.* During the term of a Contract, Seller will make Products covered by the Contract available to Buyer for Buyer’s current-model service requirements at the then-current production prices under the Contract.

2.3 *Past-Model Service Requirements.* If a Contract remains in effect at the end of the vehicle production program in which Products covered by the Contract are incorporated, Seller will also make those Products available to Buyer for Buyer’s past-model service requirements for a period of fifteen (15) years after the end of the vehicle production program. The price for service Products shall be the prices specified in the last purchase order for such current model Products plus the actual net cost differential for unique packaging, shipping and handling, if any.

3. Delivery.

3.1 *Packing and Shipment.* Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with sound commercial practices and any instructions of Buyer.

3.2 Delivery Schedules. Unless otherwise expressly stated in the Purchase Order, all Products shall be delivered by Seller "DDP - Buyer's plant" (as defined in Incoterms 2000), in which case: (i) all transportation charges shall be at Seller's expense; and (ii) Buyer shall not be liable for any insurance, storage, parking or detention charges. Time and quantities are of the essence under this Order. Seller shall be responsible for any premium or special freight required to meet on-time delivery. Buyer will be responsible for additional costs of expedited or special freight that Buyer may require solely as a result of changes to its firm releases or delivery schedules.

4. Inspection.

Seller agrees to deliver to Buyer samples of the Products upon request for testing. Buyer shall have the right to inspect and audit the Property, operations and facilities related to this Contract, including Seller's quality system, to insure Seller's compliance with the terms of the Contract and Buyer and Buyer's customer standards. Upon reasonable notice by Buyer, Seller shall provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such inspections and/or audits by Buyer. Buyer is not required to inspect Products delivered or Services performed, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract.

5. Taxes.

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges.

6. Payment.

Payment terms are as set forth in the Contract. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products and performance of Services, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Seller will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer will pay Seller in the currency specified in the Contract or, if none is specified, in the currency of Seller's shipping or service location. Buyer may setoff or deduct from sums owed to Seller under the Contract those sums owed by Seller to Buyer.

7. Warranties.

7.1 Seller's Warranties. Seller expressly warrants that all Products will conform to specifications, performance requirements, drawings, samples or descriptions incorporated in the Contract, and all applicable laws, regulations and other governmental requirements, and will be merchantable, fit for its intended purpose, of good material and workmanship and free from defects in design (to the extent the design is provided by Seller, its subcontractors, suppliers, or agents, even if the design has been approved by Buyer) and materials. Unless otherwise stated in this Contract, the warranties under this Section will be effective for the longer of: (a) the period provided by applicable law where the Products are used; or (b) the warranty period provided by Buyer to its customers. In carrying out any Services the Seller will ensure that the best technical practices, skills, procedures, care and judgment will be employed. All warranties contained in this Contract shall run, and all remedies shall be available to, Buyer, its affiliates, and their customers and all such warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

7.2 Non-Conforming Products. Except as otherwise specifically provided in the Contract and subject to **Section 7.3**, Buyer, at its option, shall have available as a remedy for Products or Services that do not conform to the warranties in **Section 7.1**, the right to: (1) reject the non-conforming Products or Services; (2) require Seller, at Seller's expense (including applicable shipping costs), to either repair or replace the

non-conforming Products or Services, and/or (3) require Seller to implement at its expense containment, inspection, sorting, and other quality assurance procedures if Buyer reasonably determines (through statistical sampling or other quality assessments) that a substantial quantity of incoming Products does not conform to the warranties in **Section 7.1**. If Seller fails after reasonable notice to use its best efforts and promptly repair or replace non-conforming Products or Services, Buyer may repair or replace the defective Products or Services and charge all related costs to Seller without voiding the warranties herein and without Buyer waiving any other rights or remedies it may have under the Contract.

7.3 *Recalls.* This **Section 7.3** applies to any voluntary or government-mandated offer by Buyer (or the vehicle manufacturer) to vehicle purchasers to remedy an alleged defect that affects motor vehicle safety or to address an alleged failure of the Products to comply with the warranties set forth in **Section 7.1** (a “**Recall**”). Seller will be liable for all costs and damages incurred by Buyer (including, without limitation, costs for notification, replacement parts, labor, penalties, fines, and buy backs) resulting from, or related to, a Recall.

7.4 *Price.* All pricing is firm and not subject to change unless otherwise expressly stated in the Contract. Seller warrants that the prices for the Products and Services are, and shall ensure that such prices remain, not less favorable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar products or services in the same or substantially similar quantities and delivery requirements.

8. Product Liability.

8.1 *Indemnification.* Seller will indemnify, defend and hold harmless Buyer, its affiliates, partners, directors, officers, employees and agents, against third-party claims or demands for injury or death to persons, property damage, economic loss, and any resulting damages, losses, costs, and expenses (including reasonable legal fees), regardless of whether the claim or demand arises under tort, contract, strict liability, or other legal theories, relating to or arising from defective design or manufacture of Products or provision of Services, failure of the Products or Services to comply with the representations and warranties contained in this Contract, or Seller’s actual or alleged negligent acts or omissions in its performance under the Contract.

8.2 *Procedure.* Buyer will notify Seller promptly after Buyer becomes aware of the basis for a claim under this **Section 8**. The parties will cooperate with each other to determine the root cause of a defect in or failure of the Products (and related systems and components) and an equitable allocation of responsibility among all responsible parties. Buyer will endeavor to include Seller in settlement discussions where indemnity has been or will be sought from Seller.

9. Compliance with Laws.

Seller will comply with applicable laws, rules and regulations and Seller will provide Buyer with material safety data sheets regarding the Products and, upon Buyer’s request, will provide Buyer with other information reasonably required in order to comply with applicable laws.

10. Intellectual Property Rights.

10.1 *Buyer’s Intellectual Property.* Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (collectively, “**Intellectual Property Rights**”) of Buyer in information, documents, or property that Buyer makes available to Seller under the Contract. However, Seller may use Buyer's Intellectual Property Rights for the limited purpose of producing and supplying the Products and Services to Buyer. If the Contract requires that Seller develop works of original authorship, ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, or other intellectual property (collectively, “**Proprietary Materials**”) and such

development is paid for by Buyer, then all Intellectual Property Rights in such Proprietary Materials are owned by Buyer.

10.2 *Seller's Intellectual Property.* Except as stated in this **Section 10.2**, Seller does not transfer to Buyer any of Seller's Intellectual Property Rights related to the Products or Services or incorporated in Buyer's Property, other than the right to use, sell, and offer for sale Products purchased from Seller. If Buyer terminates this Contract for cause pursuant to **Section 13.1**, Seller grants to Buyer a non-exclusive, royalty-free right and license to use Seller's Intellectual Property Rights to make, have made, repair, reconstruct, rebuild, relocate, use, and sell the Products and Services covered by the terminated Contract for the balance of the Contract term.

10.3 *Infringement.*

Seller will indemnify and defend Buyer, its affiliates, subsidiaries and its customers against claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, arising out of the actual or alleged infringement by the Products of a third-party Intellectual Property Right (1) in the United States, the European Union, or Japan, (2) in any jurisdiction the Seller is aware the Product will be finally sold to the end user, and (3) another jurisdiction if Seller is aware of the actual or alleged infringement in that other jurisdiction at the time the Purchase Order is issued and fails to disclose it to Buyer, and provide Buyer the opportunity to withdraw the Purchase Order, before accepting the Purchase Order. If a claim under this **Section 10.3** results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using Products for their intended purpose, Seller will at its expense either (i) secure a license under the Intellectual Property Right that permits Seller to continue supplying the Products to Buyer, or (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products or place them outside the applicable specification, or (iii) replace the Products with non-infringing but practically equivalent Products, equivalency to be determined by Buyer in its sole discretion.

11. Property.

11.1 *Buyer's Property.*

(a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Seller to manufacture, store, and transport Products or provide Services ("**Property**") if (1) the Property is so designated in the Contract, or (2) Buyer or its customer has provided or paid for the Property directly or indirectly ("**Buyer's Property**"). Seller will assign to Buyer contract rights or claims in which Seller 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 or its customer's ownership of Buyer's Property. Seller 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. Seller 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. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice or financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. To the fullest extent permitted by law, Seller waives any lien or similar right (whether mechanics, moldbuilder, molder, special tool builder, UCC or otherwise) it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property.

(b) Seller will (1) at its expense maintain Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property, (2) use Buyer's Property only for the manufacture, storage, and transport of Products for Buyer unless Buyer otherwise approves in writing, (3) at Buyer's request and expense, mark Buyer's Property as belonging to Buyer or its customer, and (4) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without

Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property unless they can be removed without damaging Buyer's Property.

(c) Buyer will pay for Buyer's Property that it is required to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (1) Seller's actual cost of the Buyer's Property, if manufactured by a third party, or (2) Seller's actual cost of purchased materials, components, and services plus Seller's actual cost of labor and overhead allocable to the Buyer's Property, if manufactured by Seller. Unless otherwise stated in the Contract, final payment for Buyer's Property is due net sixty (60) days of the vehicle manufacturer's PPAP (Production Part Approval Process) approval date.

(d) Buyer will have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Seller acknowledges that neither Seller nor any other person or entity other than Buyer (or its affiliates or customer if applicable), has any right, title or interest in Buyer's Property except, subject to Buyer's sole discretion, Seller's rights to utilize Buyer's Property in the manufacture of Products under the Contract. Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property and other property of Buyer or its customers at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. Effective immediately, without further notice or legal action, Buyer, or its designee, has the right to enter the premises of Seller and take possession of all of Buyer's Property without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Seller will release the requested Property and other property to Buyer F.C.A. Seller's plant (Incoterms 2000), properly packed and marked in accordance with the requirements of Buyer's carrier. If the release or recovery of Buyer's Property or other property renders Seller unable to produce a Product, the release or recovery will be deemed a termination of the Contract with respect to that Product pursuant to **Section 12** or **13**, as applicable.

(e) Seller acknowledges that the unauthorized possession of Buyer's Property by Seller would cause irreparable harm to Buyer, Buyer's customer, and others. Therefore, Seller recognizes the right and need of Buyer to obtain immediate relief in the nature of a replevin or claim and delivery action. Accordingly, provided that Seller receives at least twenty-four (24) hours notice of any request for hearings in connection with proceedings instituted by Buyer, Seller waives, to the fullest extent possible under applicable law, the right to notice in excess of twenty-four (24) hours in connection with any judicial proceedings instituted by Buyer. Further, Seller hereby waives any requirement for Buyer to post a bond in a replevin action. Seller shall pay all costs incurred by Buyer, including, but not limited to, reasonable attorney fees, the cost of the bond and sheriff and other court officers' fees in connection with the recovery of Buyer's Property through legal process.

11.2 Seller's Property. Seller will own all Property that is not Buyer's Property ("***Seller's Property***"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. While a Contract for Products remains in effect, Buyer may purchase Seller's Property used exclusively to produce those Products and not needed by Seller to produce Products or products for other customers, for a purchase price equal to the lesser of fair market value or Seller's unamortized acquisition cost.

12. Termination for Convenience.

Buyer may terminate this Contract at any time without cause in whole or in part by written notice, whereupon Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Contract. Within thirty (30) days after receipt of termination notice, Seller shall submit all claims for costs set forth below resulting from such termination. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. Buyer will pay Seller the contract price for finished Products accepted by

Buyer as well as for the documented actual cost to Seller of work in process and raw material allocable to the terminated Contract. Such payment shall constitute Buyer's only liability for termination hereunder with title and right of possession to all delivered Products, Services, work in process and raw materials vesting in Buyer immediately upon Buyer's tender of such payment. In no event shall Buyer be required to pay for finished goods, work in process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in firm delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this section will not exceed the aggregate price for finished goods that would be produced by Seller under firm delivery or release schedules outstanding at the date of termination.

13. Termination for Cause.

13.1 *Termination by Buyer.* Time is of the essence and Buyer may terminate this Contract, in whole or in part, for default occasioned by Seller's: (i) breach of any term of this Contract; (ii) failure to perform in accordance with the requirements of this Contract; or (iii) failure to make progress so as to endanger timely and proper delivery of the Products or completion of the Services and, in each such case, Seller does not correct such breach or failure within five (5) days (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such breach or failure. Seller shall be liable for all costs, damages and expenses caused by or resulting from its default under this Contract. Buyer's rights and remedies herein reserved are cumulative and are in addition to any other or further rights and remedies available to Buyer at law or in equity.

13.2 *Termination by Seller.*

In addition to the termination rights provided in **Section 13.3**, Seller may terminate this Contract only for default by Buyer occasioned by Buyer's non-payment of the purchase price for Products or Services which payment is thirty (30) or more days past due and material in amount and then only if: (i) Seller first provides Buyer written notice specifying the amounts past due and Seller's intent to terminate the Contract if the past due amount is not paid; and (ii) Buyer, within ten (10) business days following its receipt of such notice, does not either (x) pay the past due amounts; or (y) notify Seller that the amounts claimed to be unpaid are disputed by Buyer. Seller's damages in such event shall be the Contract price for delivered finished Products or Services and the actual cost of work-in-process and raw materials in each case to the extent reasonable and authorized in Buyer's firm releases (which will become Buyer's property upon payment in full).

13.3 *Termination by Either Party.*

Either party may terminate this Contract, without liability to the other party, if: (i) the other party admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors, or (ii) the other party becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 days after commencement.

14. Confidential Information.

Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by Buyer in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is apparent at the time of disclosure ("**Confidential Information**"), will be deemed confidential and proprietary to, and remain the sole property of, Buyer. Seller 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 14** by Seller, (2) was obtained by Seller 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. Upon request by Buyer, Seller will promptly return or destroy the original and all copies of Confidential Information received.

15. Assignment and Subcontracting.

Seller may not assign or subcontract its duties or responsibilities under the Contract without the prior written consent of Buyer, which will not be unreasonably withheld or delayed. Unless otherwise stated in the consent, any assignment or subcontracting by Seller, with or without the required consent, will not relieve Seller of its duties or obligations under the Contract or its responsibility for non-performance or Default by its assignee or subcontractor. Buyer may assign its rights and obligations under this Contract without Seller's prior written consent.

16. Excusable Non-Performance.

Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the non-performing party and without the non-performing party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, acts of terrorism, natural disasters and wars (hereinafter an "Excusable Delay"). However, in no event will Seller's inability to perform as a result of (i) Seller's insolvency or financial condition, (ii) change in cost or availability of raw materials or components based on market conditions or (iii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facilities constitute an Excusable Delay. As soon as possible following the occurrence of an event causing an Excusable Delay the party claiming an Excusable Delay shall provide notice to the other party of the reason(s) for the Excusable Delay, the anticipated duration of the delay and the time in which the delay will be cured. During the delay or failure to perform by Seller, Buyer, at its option, (x) may purchase the Products or Services from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (y) cause Seller to provide the goods from other sources in quantities and at times requested by Buyer at the price set forth in a Purchase Order; or (z) may request Seller to deliver to Buyer at Buyer's expense all finished goods, work in process and parts and materials produced or acquired for work under a Purchase Order. If the non-performing party cannot provide assurances that the delay will last less than thirty (30) days, 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.

17. Customs.

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Products necessary for Buyer to (1) receive these benefits, credits, and rights, (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, and (4) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

18. Insurance.

Prior to commencing work on Buyer's premises or utilizing Buyer's property (including Buyer's Property), Seller will maintain and upon request furnish to Buyer a certificate evidencing (1) general liability insurance with coverage limits acceptable to Buyer and naming Buyer as an additional insured, (2) all risk property perils insurance covering the full replacement value of Buyer's Property while in Seller's care, custody, or control and naming Buyer as loss payee, and (3) worker's compensation insurance as required by applicable law.

19. Miscellaneous.

19.1 Advertising. During and after the term of the Contract, Seller 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.

19.2 Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract for the greater of the time period set forth in Seller's document retention policies or seven (7) years. Buyer and its representatives may audit Seller's records of transactions 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 Seller if the audit uncovers errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

19.3 Electronic Communication. Seller 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. Seller 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 1.2**.

19.4 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in the Contract 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.

19.5 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.

19.6 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, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. 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.

19.7 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. Any declaration of unenforceability of a provision hereof shall be as narrow as possible and shall not void a Purchase Order or any other provision.

19.8 Interpretation. When used in these General Terms and Conditions, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa.

19.9 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.

19.10 Governing Law and Jurisdiction. Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the internal laws of Michigan. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract. The parties consent to the exclusive jurisdiction and convenience of the courts of Michigan, including Oakland Circuit Court.