

1. The Contract.

- 1.1 Offer and Acceptance. Each purchase order Buyer issues ("Purchase Order") is Buyer's offer to purchase the products ("Products") and services ("Services") identified in that Purchase Order. Seller will be deemed to have accepted a Purchase Order only if (a) Seller acknowledges in writing its acceptance of the Purchase Order, or (b) if Seller fails to acknowledge in writing its acceptance of the Purchase Order but begins performance under the Purchase Order. Upon acceptance, the Purchase Order together with these General Terms and Conditions and any other documents specifically incorporated into the Purchase Order or separately agreed to in writing by Buyer and Seller, such as specifications, drawings, or quality requirements, will become a binding contract between Buyer and Seller (collectively, the "Contract"). If Seller proposes alternate or additional terms, the Purchase Order will become a Contract only if and when Buyer and Seller mutually agree in writing. These General Terms and Conditions will take precedence over any inconsistent, contrary or conflicting terms and conditions on any Purchase Order and any other documents comprising the Contract, unless the parties express their clear intention for the terms and conditions of the Purchase Order to supersede or take precedence over any contrary or conflicting terms provided in these General Terms and Conditions.
- 1.2 <u>Changes.</u> Buyer may, from time to time by notice to Seller, request reasonable changes, within the scope of the Contract, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract. Upon written approval of Purchaser's request that Seller accommodate such reasonable changes, Seller's approval of such request shall be subject to an equitable adjustment to the Contract prices and times for performance as a result of such changes. Contract changes must be in writing signed by each of Seller's and Buyer's authorized representatives, and neither party will unreasonably withhold or delay consent to a proposed Contract change.



1.3 Other Changes. Except for the changes described in §1.2, neither party may make any changes to the Contract during the term (as described in §12.1) without the written agreement of Buyer's and Seller's respective authorized representatives. Notwithstanding the forgoing, Seller may amend the General Terms and Conditions during the term of the Contract, provided that those changes shall not apply until sixty (60) days after the earlier to occur of (i) Seller gives notice of such changes to Buyer, or (ii) Seller publishes such revised General Terms and Conditions on its website.

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. Whether quantities or delivery terms are "reasonably determined" shall take into account, without limitation: (i) any capacity limitations specified in the Contract or otherwise known to Buyer and/or agreed to by Buyer and Seller; (ii) unusual volume or timing fluctuations that are inconsistent with customary lead time requirements, or any lead time requirements specified in the Contract, or otherwise agreed to by Buyer and Seller in writing. However, in all events, Seller shall use commercially reasonable efforts to meet Buyer's quantities and delivery schedules. 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 <u>Current-Model Service Requirements.</u> 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 plus any additional costs for special packaging, shipping and handling, and other related services.
- 2.3 <u>Past-Model Service Requirements.</u> If a Contract remains in effect at the end of the production program in which Products covered by the Contract are incorporated, the parties will negotiate in good faith the prices, quantities (but not less than Seller's volumetric



efficiency limitations), and delivery terms for past-model service Products based on the availability and cost of needed materials, supplies, and skilled workers, the additional costs for equipment setup, packaging, shipping and handling, related services, and other relevant factors.

3. Delivery.

- 3.1 <u>Packing and Shipment.</u> 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 Buyer's instructions, including labeling and hazardous materials instructions. If Buyer has not provided packing or shipping instructions, Seller will pack and ship Products in accordance with sound commercial practices. Due to the inherent risks (environmental and otherwise) of using packaging materials of unknown origin, Seller shall not be required to use Buyer's returnable packaging unless such packaging is certified by an officer of Buyer to be specific to Seller's Products or Services only. If returnable packaging is not available, Seller may use expendable packaging and Buyer will reimburse Seller for the reasonable costs of expendable packaging, and Buyer shall be solely responsible for environmentally responsible disposal of expendable packaging.
- 3.2 <u>Delivery Schedules.</u> Subject to Section 16, Seller will deliver Products and Services in accordance with the Contract terms. Unless otherwise stated in the Contract, Products will be delivered F.C.A. Seller's dock (Incoterms 2010) and title will transfer upon receipt of the Products by the freight carrier. Subject to Section 16, if Products are not ready for delivery in time to meet Buyer's published delivery schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation. Buyer will also be responsible for additional costs of expedited or other special transportation that Buyer may require as a result of changes to its firm releases or delivery schedules or for other reasons not caused by Seller.
- 4. Reserved.
- 5. Taxes.



Unless otherwise stated in the Contract, the Contract price excludes, and Buyer shall be responsible for all applicable federal, state, provincial, and local taxes of every kind. Seller will invoice Buyer for any use, sales, value added or similar turnover taxes or charges that Seller is required by law to pay or collect from Buyer.

6. Payment.

Upon approval of Buyer's credit, payment terms shall be net thirty (30) days after the later of (i) invoice date, and (ii) receipt of Products by the freight carrier or performance of Services; provided, however, Seller may revoke credit terms and demand payment COD at any time, without notice. All credit approval/revocation decisions by Seller are within Seller's sole, exclusive and unfettered discretion. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information required by the Contract, after delivery of Products and/or performance of Services. Seller will accept payment by check or other approved cash equivalent, including electronic funds transfer. Buyer will pay Seller in U.S. Dollars. Buyer may not setoff or deduct from sums owed to Seller under the Contract unless Seller consents in writing in advance to any such setoff.

7. Product Warranties.

7.1 Seller's Warranties. Unless otherwise specified in the Contract, the warranty period is the shorter of (i) the period for which the manufacturer warrants the Products to end users, or (ii) twelve (12) months from receipt of the Products by the freight carrier. During the warranty period, Seller warrants to Buyer that the Products will be substantially free from defects in workmanship and materials, and will conform to the specifications, drawings, samples, and performance requirements specifically incorporated into the Contract. Seller also warrants to Buyer that it will transfer to Buyer ownership and good title to Products delivered and Services provided, free of all liens, encumbrances, and rights of third part ies (except those created by Buyer). Unless expressly stated in the Contract, Seller does not warrant the design of the Products or Services, or their fitness for any particular purpose. When the customer requests a statement of conformity to a specification or standard for the test or calibration (e.g. pass/fail,



intolerance/out-of-tolerance), the decision rule conformance is based on simple acceptance.

THE FOREGOING WARRANTIES ARE SELLER'S SOLE WARRANTIES AND ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

7.2 Non-Conforming Products. Except as otherwise specifically provided in the Contract and subject to Sections 7.3, 8 and 13.2(c), Buyer's sole remedies for Products or Services that are confirmed by the parties not to conform to the warranties in Section 7.1, and deemed not fit for use, will be to (1) reject the non-conforming Products or Services, (2) require Seller, at Seller's option and expense (including applicable shipping costs), to either repair or replace the nonconforming Products or Services, and/or (3) require Seller to implement, with respect to future performance under the Contract, at its expense inspection, sorting, and other quality assurance procedures if Buyer reasonably determines (through valid statistical sampling or other empirical quality assessments) that a substantial quantity of incoming Products do not conform to the warranty in Section 7.1, and the related non-conformity(s) render the Products unfit for use. To the fullest extent possible, Buyer will provide Seller with access to any available warranty data related to the Products' non-conformity and any available field returned Products. Buyer will also provide Seller with an opportunity to participate in any root cause analysis performed by or with the participation of Buyer concerning the Products. Buyer agrees to take prompt and reasonable actions to aid in minimizing any and all costs and mitigating any and all impacts associated with Products that are suspected to be nonconforming, including but not limited to, (1) containment of Buyer's products or built units containing Sellers' suspected non-conforming Products, and (2) providing supporting information of products and related shipping details to aid Seller in containment (nonconforming product samples, photos, test reports, shipping and labeling details, etc.).

7.3 Recalls. This Section applies to any voluntary or government-mandated offer by Buyer (or



the manufacturer) to purchasers to remedy an alleged defect that affects product safety or to address an alleged failure of a product to comply with an applicable safety standard or guideline (a "Recall"). Except as otherwise stated in the Contract (including Section 13.2(d), Seller will be liable for costs and damages resulting from a Recall only if the Recall results solely from a failure of the Products to conform to the warranties in Section 7.1 during the warranty period. If Seller is liable for a Recall, the extent of Seller's liability will be negotiated on a case-by-case basis based on (1) a good faith allocation of responsibility for the Recall, (2) the reasonableness of the costs and damages incurred, (3) the quantity purchased and Contract price of the defective Products or Services, and (4) other relevant factors. As a condition precedent to Seller's liability under this Section, Buyer must (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Products, but in no event later than a time when Seller would be legally or practically prejudiced from fully defending itself, (ii) provide Seller with available performance evaluations, accident reports, engineering investigations, returned failed parts, and other data relating to the potential Recall, (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customer, and governmental agencies regarding the need for and scope of the Recall, (iv) consult with Seller about the most cost effective method of modifying or replacing systems or component parts, including the Products or Services, in order to remedy the alleged defect or non-compliance, and (v) act quickly and effectively to aid and support mitigation of associated impacts and minimization of associated costs as further described in Section 7.2.

8. Product Liability.

8.1 <u>Indemnification</u>. Seller will indemnify and defend Buyer against third-party claims or demands arising on account of injury or death to persons, damage to property, 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, if and to the extent caused by Seller's manufacture of defective Products or provision of defective Services, delivery of non-conforming Products or Services, or its sole gross negligence in the course of its performance under the Contract. This Section will not apply to the extent that the injury, loss, or



damage results from any person, other than Seller's (1) specification of materials in the Products or Services, (2) design of the Products or Services, (3) alteration or improper repair, maintenance, handling, or installation of the Products or Services, or (4) the integration or interaction of the Products or Services with systems or components not supplied by Seller.

8.2 <u>Procedure</u>. Buyer will notify Seller promptly after Buyer becomes aware of the basis for a claim under this Section. The parties will cooperate with each other to determine the root cause of a defect in or failure of the Products or Services (and related systems and components) and an equitable allocation of responsibility among all responsible parties. Seller may examine and test all available Products and related systems and components that are subject to a third-party claim. Buyer will include Seller in settlement discussions where indemnity has been or will be sought from Seller, and Buyer may not settle or compromise any third-party claim that gives rise to an indemnification claim without Seller's prior written consent.

9. Compliance with Laws.

Seller will comply with applicable statutory and regulatory laws, rules, and regulations of the country where the Products and/or the Services are manufactured or performed, as well as those in the country of receipt, the country of shipment, and the customer-identified of destination, as applicable. 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 of the country where the Products are manufactured, or the Services are performed.

10. Intellectual Property Rights.

10.1 <u>Buyer's Intellectual Property</u>. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right ("Intellectual Property Right(s)") of Buyer in information, documents, or property that Buyer makes available to Seller under the Contract, other than the right to use Buyer's Intellectual Property Rights to produce and supply Products and Services to Buyer.



10.2 Seller's Intellectual Property. Except as stated in this Section, Seller does not transfer to Buyer any Intellectual Property Right of Seller related to the Products or Services, other than the right to incorporate Products purchased from Seller into finished products and component parts and to sell those products and component parts to Buyer's customers. If the Contract is terminated by Seller or Buyer pursuant to Section 12.1 (other than by Seller for Buyer's Default), Seller grants to Buyer a non-exclusive right and license to use Seller's Intellectual Property Rights during the Contract term that would have applied had it not been earlier terminated under Section 12.1, and subject to Section 14, to obtain from alternate sources products and services similar to the Products and Services for use in products or component parts covered by the terminated Contract. There will be no fee for this license if (1) Buyer terminates the Contract for Seller's Default, or (2) Seller terminates the Contract other than for Buyer's Default or pursuant to Section 16. Otherwise, the parties will negotiate in good faith to establish a reasonable fee for use of Seller's Intellectual Property Rights.

10.3 Infringement.

- (a) Subject to Section 10.3(b), Seller will indemnify and defend Buyer 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, and (2) in another jurisdiction if Seller has actual (and not imputed) knowledge 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 within 10 days after accepting the Purchase Order. If a claim under this Section results 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 option and expense either (i) secure a license of 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 (iii) replace the Products with non-infringing but practically equivalent Products.
- (b) Seller will have no liability under this Section unless Buyer provides Seller with (i) prompt



written notification of a claim covered by this Section, such that Seller is not legally or practically prejudiced in any way by lack of notice, and (ii) full information, cooperation, and assistance regarding, and written authority to defend, such a claim. Seller will have no liability under this Section if and to the extent that a claim of infringement is based on (1) a Product modification made by Buyer or a third party, (2) a Product modification made by Seller at Buyer's request, (3) use or interconnection by Buyer of the Products or Services in combination with other products not made or sourced by Seller, (4) Products made or Services rendered to specifications not provided by Seller.

11. Reserved.

12. <u>Term and Termination</u>. Each Contract will remain in effect for the term specified in the Contract (or until terminated if no term is specified) unless earlier terminated by either party (1) by reasonable (but not less than 60 days) notice to the other party, or (2) pursuant to Section 13 or 16.

13. Default.

13.1 Events of Default. Time is of the essence and, subject to Section 16 below, either party will be in "Default" under the Contract if it: (1) fails to perform any obligation under the Contract and, if the non-performance can be cured, fails to cure the non-performance within 5 business days after notice from the other party with respect to any instance of non-payment of monies payable hereunder, and 15 business days after notice from the other party specifying the nonperformance with respect to all other breaches of the contract, (2) 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, (3) 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, or (4) fails to provide adequate assurance of future performance under the Contract within three business days after written demand by the other party.



- 13.2 <u>Remedies.</u> (a) Subject to Sections 7 and 8 (which provide the exclusive remedies for breach of warranty, Recalls, and products liability) and to the limitations in this Section, either party may exercise the remedies provided in this Section, which are cumulative and are in addition to all other rights and remedies available elsewhere in the Contract or by law or in equity.
- (b) Subject to the limitations in this Section, either party may recover from the other party actual out-of-pocket damages or costs directly caused by the other party's breach of the Contract, regardless of whether the breach subsequently becomes a Default with the passage of time or giving of notice or both. All damages under this Section will be reasonably determined based upon the nature, type, price, and profitability of the Products or Services, industry practices, and the overall volume, scope, and profitability of other business relationships between Seller and Buyer.
- (c) Upon the occurrence of and while a Default is continuing, the non-defaulting party may terminate the Contract by notice to the defaulting party. If Seller is in Default, Buyer's damages will include the reasonable costs actually incurred to relocate the work to an alternate source, and Buyer may purchase completed Products at the Contract price and work-in-process and raw materials at Seller's actual cost. If Buyer is in Default, Seller's damages will include (1) the Contract price for completed Products and Services and the actual cost of work-in-process and raw materials (which will become Buyer's property upon payment in full), plus 15%, and (2) the cost of unreimbursed and unamortized research and development, capital equipment and other property and supplies that are unique, either as to type or quantity, to the Products or Services.
- (d) EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED IN THE CONTRACT, ALL INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR MARKET SHARE OR DAMAGE TO BRAND VALUE), INCIDENTAL, PUNITIVE, AND EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE, ARE EXCLUDED UNDER THESE GENERAL TERMS AND CONDITIONS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



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 or Seller in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is or should be apparent at the time of disclosure ("Confidential Information"), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party 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 the disclosing party. 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 by the receiving party, (2) was obtained by the receiving party 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. Buyer and Seller will each use the same degree of care and skill 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 and skill). Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received and, if destroyed, will provide an officer's certificate attesting to such destruction.

15. Assignment and Subcontracting.

Seller may assign or subcontract its duties or responsibilities under the Contract without the prior written consent of Buyer, provided, however, that no such assignment shall constitute a novation of Seller's liabilities hereunder unless such novation is expressed in writing. If Buyer requires Seller to subcontract all or a portion of its duties or obligations under the Contract to a designated subcontractor, Seller shall not be responsible for, and Buyer hereby releases and indemnifies Seller from any breach of the Contract caused by that subcontractor's failure to meet its warranty, delivery, or other obligations.



16. Excusable Non-Performance.

A delay or failure by either party to perform its obligations under the Contract (other than its obligations to pay money) 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, including labor disputes, Acts of God and force majeure, 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 is reasonably likely to occur, followed by prompt notices of any material changes in the facts relative to its ability to perform and/or the anticipated duration of the non-performance. Seller and Buyer shall share information, confer, seek agreement and otherwise act cooperatively to avoid or mitigate the effects of the potential or actual excused non-performance. If Seller is unable to perform for any reason, Buyer may, for the period of excusable non-performance only, purchase the Products and Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the nonperforming 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 nonperformance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes. If Seller reasonably incurs extraordinary costs in order to maintain or restore supply in response to an inability to perform (or what would be an inability to perform except for those extraordinary costs), the incrementally increased costs incurred in order to maintain or restore supply shall be allocated between the parties in an equitable manner.

17. Customs.

Transferable credits or benefits associated with Products or Services 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. If provided for in the Purchase Order, Seller will provide Buyer with all information and records relating to the Products or Services 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, Seller will maintain and upon request furnish to Buyer a certificate evidencing (1) general liability insurance with coverage limits reasonably 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, if any, 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. Dispute Resolution.

19.1 <u>Negotiation and Mediation</u>. Buyer and Seller will first endeavor to resolve through good faith negotiations any dispute arising under the Contract. If a dispute cannot be resolved through good faith negotiations within a reasonable time, either party may request non-binding mediation by a mediator approved by both parties, provided, however, that mediation shall not be a condition precedent to a party's right to commence litigation.

19.2 <u>Litigation</u>. If negotiation and, if attempted, mediation, fails to resolve the dispute, then either party may file suit in any court of competent jurisdiction within the State of Michigan. While dispute resolution proceedings, including litigation, are pending the parties will continue to perform their obligations under the Contract, including any obligations to pay money, to the extent such obligations are not in dispute, and without setoff for any matters being contested in such proceedings.



20. Miscellaneous.

20.3 <u>Electronic Communications</u>. 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 communications. 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, and provided that such method of electronic communication shall not result in increased cost or expense to Seller.

20.4 <u>Relationship of the Parties</u>. Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent, legal representative, or joint venturer of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

20.5 <u>Waiver</u>. 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.

20.6 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.

20.7 <u>Severability</u>. 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.



20.8 <u>Interpretation</u>. 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.

20.9 <u>Notices</u>. 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 in the State of Michigan, USA, or on the next business day if the date of actual receipt is not a business day in the State of Michigan, USA.

20.10 <u>Governing Law.</u> The Contract will be governed by and interpreted according to the internal laws of State of Michigan, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.