

**MASCO COMPANIES STANDARD TERMS AND CONDITIONS FOR PURCHASES
OF PARTS, GOODS AND MATERIALS
FROM SUPPLIERS**

These terms and conditions (“Terms”) are issued on behalf of the Masco company identified in the applicable purchase order or agreement as the buyer (which may be referred to as “us,” “our” or “we” in these Terms) and will apply to each purchase order issued by us and any supply or other agreement to which these Terms are attached or incorporated by reference (with such purchase order or agreement sometimes referred to as the “Agreement”) with respect to parts, goods and materials and any services incidental thereto (“Supplies”). By accepting such Agreement, you agree you have read and will be bound by these Terms. These Terms will be valid without signature if issued by us through our computer system or other electronic means and can be found at www.masco.com/our-suppliers/ (“Website”). These Terms may hereafter be revised, from time to time, by us by posting revisions on the Website, and such revisions shall be binding on both of us upon posting. You agree that you will check the Website for any revisions to these Terms. No change, waiver or consent with respect to these Terms will be binding on us unless contained in a separate writing signed by our highest-ranking purchasing executive.

1. Acceptance and Formation of Contract. Any purchase order we issue is our offer and is limited to these Terms and those terms reflected in our purchase order. Our issuance of a purchase order is not an acceptance of any offer to sell or quotation you have provided to us. Any conduct by you recognizing the existence of a contract pertaining to the subject matter of a purchase order will constitute your acceptance of our purchase order and these Terms. Any terms or conditions proposed in your acceptance of this offer that add to, vary from or conflict with any of these Terms (even if referenced in our purchase order) are deemed material and are hereby rejected. If our purchase order is deemed an acceptance of your prior offer, then our issuance of a purchase order will constitute an acceptance of such offer subject to the express condition that you agree to these Terms that are additional to or different from any terms and conditions in your offer. You acknowledge that except as otherwise provided in these Terms, our purchase order, together with these Terms, constitutes the entire agreement between us with respect to the subject matter of such purchase order. In the event of a conflict between these Terms and an Agreement, the terms and conditions contained in the Agreement shall control.

2. Additional Terms. You agree that if the Supplies include construction, installation or repair services on our premises, the Supplementary Terms and Conditions for Purchase Orders Issued for Work to be Performed on our Premises and the Contractor Safety & Environmental Policy, each available on the Website, will also apply to your provision of the Supplies. You further agree that if you use any of our tooling or bailed property in connection with the provision of Supplies, the Masco Supplementary Terms and Conditions for Tooling and Bailed Property (the “Tooling and Bailed Property Terms”), whether provided to you in a written document or available on the Website on the date of the Agreement will also apply to your provision of Supplies. You agree that you will access these documents on the Website and review them. Any written agreements entered into with you relating to Supplies, such as a non-disclosure, bailment, supply, consignment or rebate agreement that is in effect as of the date of issuance of a purchase order, will continue to apply for the term provided in such agreement after a purchase order has been issued. The provisions of any such agreement shall be construed, to the extent possible, as consistent with these Terms and as cumulative; provided, however, if such construction is unreasonable, the terms and

conditions of any such other agreement shall control unless otherwise set forth on the face of the purchase order or in a writing signed by the parties.

3. Purchase and Sale. You will provide the quantities of Supplies as shown in the Agreement. We may provide estimates, forecasts or projections of our future volume or quantity requirements for Supplies which are for informational and planning purposes only and are not binding on us. We make no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any volume projection. If at any time during the term of the Agreement, you foresee any supply constraint with respect to an accepted purchase order, you will provide prompt notice to us. You shall use your best efforts to promptly resolve any such actual or foreseeable constraint in order to provide us with an uninterrupted supply of Supplies. You agree that upon the occurrence and during the continuance of any actual or foreseeable supply constraint, we shall receive priority of supply over any other customer of yours, at no additional cost to us.

4. Changes. We may change our order for Supplies at any time without penalty, with written notice. Unless you promptly notify us in writing of an objection to any change, you will make all changes we request. You may not make your own changes without obtaining our written consent. You will promptly notify us in writing if there is a proposed change in materials or manufacturing location with respect to the Supplies, any other change that can affect the form, fit or function of the Supplies or a change that will significantly affect cost or time for performance, and if you seek an adjustment in cost or time for performance, you will provide substantiation thereof.

5. Prices/Payment Terms. The Agreement will show the applicable prices, which, unless otherwise stated, will be in U.S. currency and will include all value added tax, excise tax and other applicable taxes, duties, surcharges and other charges for transportation, packaging and storage. For clarification, you are responsible for all tariffs applicable to the Supplies and shall not increase any prices as the result of an increase in such tariffs. Payment terms shall be the end of accumulation period (EOAP) terms set forth in the Agreement. You warrant prices for Supplies are not less favorable than those you extend to any customer for like Supplies in equal or lower quantities. We will receive the benefit of (a) all discounts, rebates and incentives you customarily offer to your customers and (b) your established price for any Supplies on the date of delivery, if lower than provided in the Agreement. If the Agreement entitles us to a discount, the discount period will begin on the later of the date the invoice is received by us or the date we take delivery of the Supplies. Unless otherwise provided in the Agreement, we shall be the only company responsible for any obligations hereunder, including without limitation, payment obligations.

6. Delivery. We have the right to specify the carrier and method of transportation for shipment of any Supplies. A packing slip will accompany each shipment. The Supplies must be packaged in a way to prevent damage. Time of rendering and quantity of Supplies are of the essence. You are required to achieve 100% on-time delivery (during regular business hours) and quantity performance. Whenever you have knowledge that delivery may be delayed, you will immediately give us notice. Acceptance of any part of an order will not bind us to accept future shipments nor deprive us of the right to return Supplies already accepted. If you fail to meet our delivery requirements, we may require a more expeditious method of transportation than originally specified. You will then, at our sole option, (a) promptly reimburse us the difference in cost between the more expeditious method and the original method, (b) allow us to reduce payment of your invoices by such difference or (c) ship Supplies as expeditiously as possible at your expense.

7. Title/Risk of Loss. Title and risk of loss will remain with you until you have delivered Supplies in a completed state, and we have inspected and accepted them at the location specified in the

Agreement. You will bear the cost of any return shipments. Delivery will not be complete until we receive and accept the Supplies.

8. Nonconforming Supplies. You will deliver only Supplies that conform in all respects to the requirements of the Agreement and/or the applicable purchase order. We may inspect Supplies at any stage of manufacture, delivery and completion, and may reject Supplies for defects discovered, even after we have accepted the Supplies. If Supplies are nonconforming, we will inform you about the nonconformity as soon as reasonably practicable after we have discovered it, and may, at our sole option, (a) permit you to re-work, replace or otherwise remedy a nonconformity in accordance with any deadline we establish, (b) reject nonconforming Supplies, return them to you and, at our option, receive a credit or refund or request redelivery of conforming Supplies, or (c) retain the non-conforming Supplies, and either repair them or request you to do so. In any event, you will bear the risk and expense of the remedial action undertaken. You also will be liable for all direct, incidental and consequential damages, losses, costs and expenses we incur resulting from your failure to deliver conforming Supplies or to comply with our shipping, delivery or other requirements, even if you have cured such failure. Payment for nonconforming Supplies will not constitute acceptance of them nor will it limit or affect any of our rights.

9. Warranties. In addition to any warranties set forth elsewhere in the Agreement, or available under applicable law, you warrant that Supplies will be (a) new and free from defects in material and workmanship, fully merchantable and of good quality, (b) in conformity with any requirements concerning chemical composition furnished by us to you and any other specifications, drawings, samples or descriptions furnished by either party and approved by us, (c) in compliance with all applicable laws of the states, provinces, and/or countries in which such Supplies have been manufactured or assembled or are to be used, (d) free from defects in design to the extent furnished by you or your subcontractors, even if the design has been approved by us and (e) in conformity with all other representations or warranties made by you or the manufacturer. You further warrant that (i) you know of our intended use and all Supplies will be fit and sufficient for the particular purposes we intend, (ii) you have good title to all Supplies, free and clear of all liens, claims, and encumbrances, and will transfer such title to us and (iii) any services included in Supplies will be performed in a workmanlike and timely manner and will conform to the highest industry standards. You warrant that the manufacture, sale and use of Supplies will not infringe or violate any patent, trade secret, trademark, service mark, copyright or other intellectual property right or entitlement of a third party in the United States, the country of manufacture of the Supplies or any other country where the Supplies are sold. Your warranties will survive any delivery, inspection, acceptance or payment by us. Acceptance of all or any part of the Supplies will not be deemed to be a waiver of our right to cancel or return any Supplies or reject any services due to (A) failure to conform, (B) discovery of latent or patent defects or (C) a breach of warranty. For Supplies that are components in our products, the warranty period shall expire on the later of the date (1) on which the period of the warranty provided by us for such product ends or (2) your warranty provided with such Supplies ends. For finished Products (not components of our products), the warranty period shall expire on the later of the date on which: (1) the warranty period provided by us for such Products ends or (2) the warranty period agreed to by us and Buyer ends. If any Supplies do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then you shall promptly repair or replace such Supplies, at your sole cost and expense, including all associated materials and labor. In the event you fail or refuse to timely fulfill any of your warranty obligations, we may repair or replace the applicable Supplies and you shall reimburse and pay us for all related costs, on demand.

10. Recalls. In the event you or we decide, or the Consumer Product Safety Commission or other US or foreign government agency (“Agency”) issues an order requiring us, to recall, replace, repair or make refunds with respect to any of our products included within Supplies or that incorporate Supplies (a “Recall”), you will fully cooperate and assist us in any such Recall. If Supplies are the subject of a Recall, whether initiated by us, you or an Agency (including the issuance of safety notices), you will be responsible for all matters and costs associated with the Recall (including our employee costs, overhead, warehousing, etc.), including, but not limited to: (a) consumer notification and contact; (b) customer refunds and transportation costs and (c) reporting the Recall to, and contact with, any Agency. If an Agency initiates any inquiry or investigation relating to Supplies, you will notify us immediately and take reasonable steps to resolve the matter without exposing us to liability or risk.

11. Compliance with Laws; Business Practices. In connection with the manufacturing of Supplies, you shall comply with all applicable federal, state, provincial or local laws, regulations and provisions of the country of origin. The Supplies, and you in connection with the manufacturing of Supplies, further shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of or in the country(ies) of destination, including but not limited to those relating to the manufacture, labeling, transportation, importation, exportation, licensing or approval of Supplies, environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. You further represent that neither you nor your subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment or corrupt business practices (including without limitation practices that violate the U.S. Foreign Corrupt Practices Act or any similar law of any other country). At our request, you shall certify in writing your compliance with the foregoing. You shall indemnify us and hold us harmless from and against any Claims (as defined below) arising from or relating to your noncompliance. We have various restricted material, labor, environmental, social compliance and other programs and policies (“Masco Policies”) that apply to our suppliers and certain of our customers and licensors have programs and policies that apply to us and our suppliers (“Customer Policies”). The Masco Policies are available on the Website. You agree to review and comply with, and will cause your suppliers to review and comply with, the Masco Policies and any applicable Customer Policies of which we advise you. Our customers, our licensors and we have the right to (i) audit you and your suppliers ourselves and (ii) retain independent third parties to audit you and your suppliers, in each case, for compliance with your obligations under the Agreement including without limitation the provisions of this Section.

12. Data Privacy and Use of Artificial Intelligence. You will comply with all data privacy laws, including, but not limited to, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act, and any regulations promulgated thereunder, Canada’s Personal Information Protection and Electronic Documents Act, and the General Data Protection Regulation (EU) 2016/679, that apply to your processing of any information owned or provided by us in any form, format, or media including paper, electronic, and other records (collectively, “Consumer Privacy Laws”) that identifies or reasonably identifies an individual (“Personal Information”). “Personal Information” shall not include “aggregated”, “de-identified”, “anonymized”, “pseudonymized” or “publicly available” information, as those terms are defined by applicable Consumer Privacy Laws. To the extent you process our Personal Information, you are prohibited from: (a) “selling” or “sharing” it, as those terms are defined by applicable Consumer Privacy Laws; (b) disclosing it to any third party for your commercial benefit or the benefit of any third

party; (c) retaining, using, disclosing, or otherwise processing it outside of your direct business relationship with us or for a commercial purpose other than the business purposes specified in the Agreement; or (d) combining it with personal information you receive from, or on behalf of, other persons, or collect from your own interaction with an individual, except and solely to the extent expressly permitted under the Consumer Privacy Laws. You shall develop policies and/or procedures for responding to requests from us for information related to your processing of our Personal Information. Any use by of Artificial Intelligence (“AI”) in your provision of goods or services to Masco must first be disclosed to and approved in writing by Masco.

13. Materials. Upon our request, you will promptly provide us with copies of any data, materials or other information that relate to Supplies, their composition or any component, materials or substances used in Supplies or in connection with their production. You will notify us of any inherent hazard related to any material incorporated in Supplies that could expose anyone to hazard during handling, transportation, storage, use, resale, disposal or scrap.

14. Confidential Information/Intellectual Property. “Confidential Information” means all information (regardless of medium and whether disclosed directly or indirectly, orally, in writing or by inspection of tangible objects) that is disclosed or otherwise made available to you by us or our representatives or subcontractors either before, during or after the term of the Agreement that concerns us, our customers, or the business, programs and Supplies covered by the Agreement, including without limitation, pricing and other terms of the Agreement, software programs, computer codes, software documentation, methodologies, design concepts, blueprints, specifications, engineering data, processes, technology, reference manuals, policies, procedures, personnel matters and information, customer information, finances, business and marketing plans, strategic and/or operational plans, contracts, or any other information relating to us and any of our affiliates, whether or not labeled “confidential”. You acknowledge and agree that you may have access to certain Confidential Information. You shall maintain the confidentiality of Confidential Information in the same manner in which you protect your own Confidential Information of like kind, but in no event shall you take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. You will not, without the prior written consent of an authorized representative of us, directly or indirectly disclose any Confidential Information to any third party, or directly or indirectly use, exploit, copy or summarize any Confidential Information in any way except as necessary in performing your duties and obligations as required by the Agreement. If requested by us, you shall require your employees to execute confidentiality agreements prohibiting use or disclosure of Confidential Information. Confidential Information does not include information that: is now or subsequently becomes generally available to the public through no fault of you; you can demonstrate was rightfully in its possession prior to disclosure by you; is independently developed by you without the use of or reference to any Confidential Information; or you rightfully obtain from a third party who had the right to disclose the information. Confidential Information is, and shall remain, our property. At the conclusion of your duties and responsibilities as required by the Agreement, you shall return and/or destroy, at our option, all originals and any copies of any Confidential Information in any medium. We own and shall retain all rights, title and interests, including all intellectual property rights, in and to all of our Confidential Information, and all goods, tooling, data, manuals, manufacturing processes, industrial designs, technical information, specifications, know-how, compilations of information and other materials, whether legally entitled to protection or not, that are developed in the course of, or otherwise in connection with, the Agreement and/or your fulfillment of a purchase order (“Deliverables”). All Deliverables are “works made for hire” as that term is used in connection

with the U.S. Copyright Act. To the extent that you own any rights in such Deliverables, you hereby irrevocably assign to us all rights, title and interest, including all intellectual property rights, in such Deliverables. You also agree to assign, or cause to be assigned, all right, title and interest in your or your employees' intellectual property rights in the Deliverables to us. You agree to provide reasonable assistance to us, at no cost, regarding our efforts to protect our intellectual property rights in the Deliverables, including without limitation, by signing and/or causing your employees to sign any required papers to enable us to obtain patent, trademark, copyright or other legal protection. You hereby grant to us, our customers, and their respective affiliates, successors and assigns, as well as the users of the goods or items into which the goods are integrated (collectively, "Licensees"), a transferable, sub-licensable, non-exclusive, irrevocable, worldwide, royalty-free, paid-up license ("License") to all intellectual property that does not constitute Deliverables, that is owned or controlled by you or your affiliates and that is related to the Supplies and/or the manufacture, use or sale of the Supplies, including without limitation, manufacturing processes, patents, industrial designs, technical information, works of authorship, drawings, prints, specifications, manuals, know-how, compilation of information and other materials, in order to allow Licensees to use, sell, offer to sell, import, make, have made, repair, reconstruct, rebuild and relocate the Supplies or items into which the Supplies are integrated. The License shall be effective from the first delivery of Supplies under the purchase order until the latter of (i) the time we no longer have any obligations to our customers related to the goods or items into which the Supplies are integrated, or (ii) the expiration or termination of the Agreement.

15. Excuse of Performance. In the event that any party fails to perform or is delayed in performing any of its obligations under the Agreement on account of any law or legally binding order, regulation, direction, or act of any government or any department or agency thereof having jurisdiction over such party, or on account of epidemics, pandemics, wars, acts of public enemies, fires, floods, or acts of God, such party shall be excused from performing such obligations for the term of the disability and the other party shall be excused from performing its obligation to a like extent, provided that written notice of such delay, including the anticipated duration of the delay, shall be given by the affected party within ten (10) days of first learning of such delay. Increased cost of performance is not a cause beyond the control of a party for purposes of the Agreement. If you experience an excusable event, you will allocate available supply among us and your other customers on a fair and reasonable basis, first addressing your internal demand, followed by our demand (based on sales history and forecasted demand), followed by the demand of your other customers. If requested by us, you shall, within ten (10) days of such request, provide adequate assurances that the delay, of which you have notified us in accordance with this Section, shall not exceed ten (10) days. If you fail to provide such adequate assurance, or the delay lasts more than ten (10) days, we shall have the right to terminate the Agreement immediately upon notice to you. For the purposes of the Agreement, "Business Continuity Plan" means a plan to be invoked by you to recover, resume and continue your overall company business operations, and to provide the Supplies, in the event of a natural or human-induced disaster, or other catastrophic or non-catastrophic adverse circumstances or events, which plan shall include disaster recovery procedures and processes. You will provide to us, upon issuance of a purchase order and annually thereafter, a Business Continuity Plan covering your overall company business operations and the Supplies to be provided by you under the Agreement. You will review any comments and suggestions presented by us with respect to your Business Continuity Plan and take commercially reasonable steps to implement such comments and suggestions. Upon our request, you will also review our business continuity plan, prepare recovery procedures for each Supply to be recovered

(if such procedures are not already part of our business continuity plan) and, at our request, participate in our recovery tests. At our request, you will allow us or our designated representatives to audit your compliance with your Business Continuity Plan. You will cooperate with and comply with all reasonable requests from us or our designated representatives in connection with such audit. You represent and warrant that you have and will maintain during the term of the Agreement commercially reasonable contingency plans to help ensure the continued supply of Supplies in the event of any disaster or other force majeure event.

16. Termination for Cause. We reserve the right to cancel all or any part of a purchase order, effective on the date specified in our written notice of termination, without liability, if you: (a) repudiate or breach any of the terms of such purchase order, including your warranties, (b) fail to perform as specified by us, (c) fail to make progress so as to endanger timely and proper delivery of Supplies, and, if capable of cure on a timely basis, do not correct such failure or breach within five (5) business days, (d) experience a change of control or a sale of a substantial portion of your assets or (e) become insolvent, or if a petition under any chapter of the bankruptcy law is filed by or against you, or if you make a general assignment for the benefit of creditors, or a receiver is appointed for you, and, in each such case, we may take possession of Supplies in whatever stage of completion they may be, immediately obtain custody of all Confidential Information and Deliverables, and contract with or employ any other person(s) to finish such Supplies. In the event of a termination under this Section, you will further be liable for all direct, incidental and consequential losses, costs and expenses incurred by us (including reasonable fees of attorneys and other professionals) relating thereto. In the event of a termination under this Section, we will pay you, subject to any claims we have hereunder, for any unpaid Supplies previously delivered and accepted that fully conform to the requirements of the purchase order and any undelivered finished Supplies we choose to purchase in our sole discretion.

17. Termination for Convenience. Because of the commitments we have to our customers, you may not terminate a purchase order at your option. In addition to any other rights we have to cancel or terminate any purchase order or Agreement, we may at our option immediately terminate all or any part of a purchase order, at any time and with or without any reason, effective on the date specified in our written notice. Upon such termination, we will pay you the following amounts without duplication: (a) the purchase order price for all Supplies that have been completed in accordance with a purchase order and not previously paid for; and (b) the actual cost of work-in-process, parts and materials incurred by you in furnishing such Supplies to the extent such costs are reasonable in amount; less, however, the reasonable value or cost (whichever is higher) of any Supplies, parts or materials usable or salable by you with our written consent and the cost of any nonconforming, damaged or destroyed Supplies, parts or material. Payments made under this Section will not exceed the aggregate price we would have paid for finished Supplies that would be produced by you under delivery schedules outstanding at the date of termination. Except as provided in this Section, we will not be liable for, directly or on account of claims by your subcontractors, loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs and general and administrative burden charges from termination of any order. You will furnish us, within thirty (30) days after the effective date of any termination under this Section, your termination claim. Your claim must include sufficient supporting data to permit us to verify and substantiate the claim. We may audit your records, before or subsequent to payment, to verify amounts requested in your termination claim.

18. Indemnification. To the fullest extent permitted by law, you will indemnify, defend and hold harmless us and each of our affiliates, subsidiaries, customers, directors, officers, employees and agents (collectively, the “Indemnified Persons”) against and from any and all claims, lawsuits, actions, judgments, losses, Recalls (as defined above), penalties, costs, liabilities, damages and expenses (including attorneys' fees) incurred or to be incurred by an Indemnified Person (collectively, “Claims”) arising out of or in connection with: (a) your breach of the Agreement; (b) allegations that the Supplies or the use of Supplies caused or will cause the death of or injury to any person or damage to any property; (c) defects in the Supplies; (d) the manufacture, operation, use, sale, design, transfer or use of Supplies; (e) your or Supplies’ failure or alleged failure to comply with any of your warranties, guarantees or representations contained in the Agreement or otherwise; (f) any promotional or advertising materials, guarantees, warranties, labels or instructions furnished by you, or submitted to you by us to the extent such materials or information were approved by you; (g) allegations that the Supplies, or the use of the Supplies, infringe any patent, design, trade name, trademark, copyright, trade secret or other IP right or entitlement of any third party; and/or (h) your violation of law. We will give you reasonable prior notice of any Claim. We will have the option to defend the Claim or require you do so, in either case, at your expense. If you fail to assume your defense obligations within fourteen (14) days of your receipt of notice, including your obligation to pursue and pay for the defense of the Claim, we may defend the Claim and require that you reimburse us for any and all costs and expenses (including attorney’s fees). You will provide us with written notice within fourteen (14) days of the receipt of any evidence that an alleged act by us may have been the proximate cause of the Claim. We shall have the right, but not the obligation, to participate as we deem necessary in the defense of any such Claim, at our own expense. Neither we nor you shall enter into any settlement or compromise of a Claim for the benefit of the other without the express written consent of the other.

19. Insurance. You will maintain with financially sound and reputable insurance companies, at your own expense, while these Terms are applicable and for a period of at least two (2) years thereafter, insurance coverage with respect to your properties and business against loss or damage of the kinds customarily insured against by companies engaged in the same or similar business, including commercial general liability coverage, and of such types and in such amounts as are customarily carried under similar circumstances by such other companies. You will add us as an additional insured to your policies and, as to your commercial general liability policy, waive your rights of subrogation against us. All insurance procured and maintained by you will be issued on a primary basis and shall not require contribution by any insurance available to us. You will promptly provide to us, upon request, properly executed certificates of insurance.

20. Setoff. In addition to any right of setoff provided by law, all amounts due to you will be considered net of indebtedness and other obligations of you and your subsidiaries and affiliates to us and all of our subsidiaries and affiliates. We may deduct such amounts without any other prior notice.

21. Remedies. The rights and remedies reserved by us in these Terms will be cumulative and in addition to any other rights or remedies provided by law or equity, including but not limited to specific performance and injunctive relief. We will be entitled to recover costs and reasonable attorneys and other professional fees in the enforcement or defense of any rights under the Agreement.

22. Limitation of Liability. Under no circumstances will we or our affiliates be liable to you in connection with the Agreement and/or the Supplies for any (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if that party has been advised of the possibility

of such damages; (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages; and/or (c) direct damages in an amount in excess of the amounts paid or payable to you under the applicable purchase order. Any attempt by you to (y) disclaim any theory or grounds of recovery or kinds or classes of damages recoverable; or (z) to establish contractual time limitations periods, in each case, concerning a Claim by us or our customers hereunder are hereby rejected by us and will not be effective. Any claim for relief by you must be commenced within one year after the cause of action accrues.

23. Waiver. Our waiver of any right or remedy will not affect any right or remedy subsequently arising under the same or similar clauses. A waiver of nonperformance under a purchase order must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

24. Assignment. We may assign any benefit or obligation under any purchase order upon written notice to you. You agree not to assign a purchase order or delegate the performance of any obligations without our written consent. Any such assignment or delegation will, at our option, be deemed a cancellation of the purchase order.

25. Continuing Obligations/Severability. The obligations of each party under the following Sections will survive the expiration, non-renewal or termination of the Agreement: Sections 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 26 and 27. Any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.

26. Advertising. You will not, without first obtaining our specific written consent, in any manner advertise, publish or disclose to any third party that you have contracted with us to furnish Supplies covered by the Agreement except as specified by us in writing or required for completion of an order.

27. Disputes.

(a) Governing Law. All matters arising out of or relating to the Agreement and its attachments, exhibits and schedules, the relationship between the parties pertaining to the Agreement, and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement of any claim shall be governed and construed in accordance with the internal laws of the State in which we are headquartered (without giving effect to any choice or conflict of law provision or rule (whether of the State in which we are headquartered or any other jurisdiction) that would cause the application of laws of any other jurisdiction).

(b) Mediation. The parties will attempt in good faith to settle any claims with such efforts to include first-hand involvement by both parties at the VP level or higher. Subject to the exception discussed in Section 27(e) below, any claim shall, as a condition precedent to any arbitration or court proceeding, be mediated by the parties. The requesting party shall inform the other party the grounds of the claim. The parties shall mutually agree upon a mediator and shall schedule and conduct the mediation at a mutually convenient time in Livonia, Michigan. The parties agree to split equally the costs and expenses of the mediator and the mediation itself. The parties agree that each party will bear, and not seek from the other, all of its expenses and costs associated with mediation.

(c) Arbitration. Subject to the exception discussed in Section 27(e) below, any claim that is not resolved by mediation may, at our sole option, be resolved by arbitration administered by JAMS under its commercial arbitration rules and judgment on the

- awarded rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to forego any right to appeal they might otherwise have under JAMS “Optional Arbitration Appeal Procedure” or any similar appeal process that JAMS may in the future adopt. All arbitration hearings shall be conducted in Livonia, Michigan or the closest available JAMS location to Livonia, Michigan. Each party shall bear its own costs, fees, and expenses associated with any arbitration except as otherwise provided in the Agreement.
- (d) Venue. In the event that we do not choose to submit a dispute to Arbitration pursuant to Section 27(c) of this Agreement, the parties agree that a civil action to decide such dispute shall be brought in either the state or federal court situated in or closest to the city in which we are headquartered.
- (e) Extraordinary Relief. Notwithstanding anything to the contrary in this Section, the parties shall be entitled to seek and obtain injunctive relief in any court of competent jurisdiction without submitting a claim to mediation or arbitration if the claim relates to ongoing or threatened conduct that will cause such party irreparable harm.
- (f) Confidentiality. The existence and content of the mediation and arbitral proceedings (including the pleadings) and any rulings or award shall be kept confidential by the parties, the mediator(s), and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority; (ii) with the consent of all parties; (iii) where needed for the preparation or presentation of a claim or defense in this arbitration; (iv) where such information is already in the public domain other than as a result of a breach of this clause; or (v) by order of the arbitral tribunal upon application of a party or by order of a court of competent jurisdiction.

28. Translated Terms. These Terms and the Tooling and Bailed Property Terms may be translated into certain other languages for your convenience. In the event of a conflict or discrepancy between the English version of such documents and the translated version, the version in English shall control.