

GENERAL TERMS AND CONDITIONS OF EQUIPMENT

Notwithstanding anything to the contrary in any quotation, purchase order or other communication (except a subsequent written amendment signed by the parties), the following terms will apply exclusively to all purchases by Rivian Automotive, LLC (“Buyer”) or its designated subsidiaries from Seller (as defined below) of capital equipment and services directly related to the production of vehicles or other parts or products and/or installation thereof. For any purchase of materials, production parts, tooling, service parts or other goods or services, the Rivian General Terms and Conditions of Purchase will apply instead of these terms.

1. OFFER; ACCEPTANCE; EXCLUSIVE TERMS; IDENTITY OF BUYER; COUNTRY SUPPLEMENT. Each purchase order or purchase order revision issued by Buyer (the “Order”) is an offer or counteroffer to the party to whom the Order is addressed and that party’s affiliates and subsidiaries (the party and/or its affiliates and subsidiaries, as applicable, collectively, “Seller”) for the purchase of goods and/or services listed in the Order (“Supplies”) and includes and is governed by these terms (the Order together with these General Terms and Conditions of Equipment Purchase, these “Terms”). When accepted, the Order supersedes all prior agreements, orders, quotations, and other communications regarding the goods and/or services covered by the Order, except that (x) a signed prior agreement (such as an award letter, Statement of Work or Non-Disclosure Agreement) and (y) the applicable proposal(s) delivered to Buyer by Seller and explicitly accepted and agreed by Purchaser will continue to apply to the extent not directly in conflict with these Terms. Seller accepts these Terms and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. **The Order is limited to and conditional upon Seller’s acceptance of these Terms (as set forth in the preceding sentence) exclusively.** The Order does not constitute an acceptance of any offer or counteroffer made, or sales order or quotation submitted, by Seller. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Supplies in a prior proposal, but only to the extent that the description or specifications does not conflict with the description and specifications in the Order. Any additional or different terms proposed by Seller, whether in Seller’s quotation, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and will not become part of the Order. Any modification of these Terms must be expressly stated in the Order (and not, for the avoidance of doubt, set forth in or stated in a proposal, quotation, sales order or otherwise referenced in the Order). Each Order can be modified only under Section 42 of these Terms. If the Order covers services, Buyer is required to purchase such services only to the extent expressly stated in the proposal referenced in the Order. Unless expressly stated on the face of the Order or in a signed agreement, Buyer is not required to purchase Supplies exclusively from Seller.

2. DELIVERY; RISK OF LOSS. Time is of the essence with respect to performance of the Order, including without limitation the delivery of drawings (including, without limitation, proprietary drawings), bills of material and other information and conforming goods and services under these Terms. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as stated in the Order. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Buyer reserves the right to refuse all or any portion of the Supplies and/or to terminate all or any portion of the Order if Seller fails to timely deliver or perform any portion of the Supplies in accordance with the Order. If Seller’s delivery of drawings (including without limitation proprietary drawings), other information or goods will not meet the required delivery date(s) for any reason, Seller shall provide Buyer with written notice of such delay and, unless Buyer terminates the Order as a result of such breach, Seller shall ship the drawings, other information or goods via the most expeditious available method of transportation, and any additional cost resulting from such method of transportation shall be borne by Seller. Unless otherwise agreed in writing by Buyer, regardless of shipping terms, all risk that the Supplies may be lost, damaged, stolen or delayed in transit shall be borne by Seller until conforming goods have been actually received, inspected, tested and accepted by Buyer in accordance with the Order. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities earlier than or in excess of what is reasonably required to meet Buyer’s delivery schedule.

3. SPECIFICATIONS. Seller will construct and design the Supplies in accordance with Buyer’s specifications and/or the specifications deemed appropriate by Buyer for the Supplies to produce the parts to

be manufactured (the "Goods") as specified in the Order. Seller will promptly inform Buyer of any inconsistencies or ambiguities in Buyer's specifications of which Seller is or becomes aware. After reviewing Buyer's specifications, Seller must immediately notify Buyer in writing of any questions that Seller has concerning whether the Supplies will meet Buyer's needs for the Goods or otherwise. If requested by Buyer, Seller will provide Buyer with a schedule for completion of the Supplies so that Buyer may monitor the ability and likelihood that Seller will meet its delivery requirements in connection with the Goods.

4. INVOICING AND PRICING; FREIGHT. Except as expressly stated in the Order under the heading "Freight," the price of Supplies includes storage, handling, packaging and all other expenses and charges of Seller. Except as otherwise stated in the Order, the shipping terms for all goods shipped from locations within the United States are F.O.B. (as that term is defined and used in Section 2-319 of the Uniform Commercial Code) Buyer's designated facility or such other location designated by Buyer. Except as otherwise stated in the Order, Supplies will be shipped FCA (loaded) at Seller's final production location, using Buyer's transportation. All invoices for the Supplies must reference the Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. Buyer will pay proper invoices complying with all of the terms of the Order. The total price also includes all applicable duties and taxes except for any governmentally imposed value added tax (VAT) which must be shown separately on Seller's invoice for each shipment. Buyer is not responsible for any federal, state, provincial, local or foreign taxes, duties, customs, assessments and other fees and charges of any nature whatsoever imposed by any governmental authority arising in connection with the sale, purchase, transportation, use or possession of any Supplies, including without limitation business activity taxes, payroll taxes or taxes on Seller's income or assets, except any taxes expressly identified on the face of the Order as being payable by Buyer. Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will pay any costs incurred by Buyer, including without limitation costs charged by Buyer's customer(s) to Buyer, as a result of Seller's failure to comply with shipping or delivery requirements. If no facility is specified in the Order, Seller shall inquire as to the delivery facility and ship the Supplies to the facility specified by Buyer in writing.

5. PACKAGING; MARKING; SHIPPING; DISCLOSURE; SPECIAL WARNINGS OR INSTRUCTIONS. Seller will: (a) properly pack, mark, and ship Supplies according to the requirements of Buyer, the involved carriers and the country of destination; (b) route the shipments according to Buyer's instructions; (c) label or tag each package according to Buyer's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. Except as set forth in the Order, no charge shall be made to Buyer for boxing, packing, crating, carting or transportation. Before and at the time Supplies are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Supplies, containers, and packing, including, without limitation, disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Supplies, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees, contractors and agents how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing. Seller agrees to comply with all national, state, provincial, and local laws and regulations pertaining to product content and warning labels, including without limitation the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC. Seller will reimburse Buyer for any expenses incurred as a result of improper packing, marking, routing, or shipping.

6. CUSTOMS; RELATED MATTERS. Credits or benefits resulting from the Order, including, without limitation, trade credits, export credits or the refund of duties, taxes, or fees, belong to Buyer. Seller will provide all information and certificates (including NAFTA Certificates of Origin) necessary to permit Buyer (or Buyer's customers) to receive these benefits or credits. Seller agrees to fulfill any customs- or NAFTA-related obligations, origin marking or labeling requirements, and local content origin requirements. Export licenses or authorizations necessary for the export of Supplies are Seller's responsibility unless otherwise stated in the Order, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or components used by Seller in

filling the Order that Seller purchases in a country other than the country in which the Supplies are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies' purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Seller will mark Supplies "Made in [country of origin]." Seller will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of Supplies is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported.

7. INSPECTION; NON-CONFORMING GOODS/SERVICES; AUDIT. Supplier agrees Buyer has the right to inspect and test all Supplies at all reasonable times and places including, when practicable, during manufacture and at Seller's facilities. As part of such inspection or testing, whether or not at Seller's facilities, Seller will provide, if requested by Buyer, the following: (i) all documentation related to the production, construction, or acquisition of Supplies; (ii) a detailed status report of the Supplies, including, without limitation, digital photos of the Supplies that display the current status of the construction and/or production of the Supplies; and (iii) a sample of Goods manufactured from the Supplies. In addition, Seller will make available the Supplies for completion of a full "run at rate" test by Buyer in a production environment at Seller's facility. If any such inspection or test is made on Seller's premises, Seller will furnish all reasonable facilities and assistance for a safe and convenient inspection or test without additional charge to Buyer. Buyer's inspection of the Supplies or documentation related to the construction of the Supplies, no matter how or when occurring, does not constitute acceptance of any work-in-process, finished Goods, or finished Supplies. Buyer's inspection or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Further, notwithstanding prior inspection, payment, or use of the Supplies, and notwithstanding anything in these Terms to the contrary, Buyer will not make final payment of funds for Supplies until Seller (i) transfers title to Buyer to the Supplies free and clear of all liens, claims or other encumbrances and completes all related services required under the Order or (ii) at Buyer's option, provides adequate assurance of continued performance in such form as requested by Buyer. Seller shall submit the documentation of construction breakdown as Supplies lineups to Buyer as part of the quoting process. Payment for nonconforming Supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects. Buyer's inspection, evaluation or testing before, during or after manufacture, delivery and performance shall not constitute a waiver of the right of subsequent rejection by reason of any latent or otherwise undiscovered defect. Buyer has the right to reject any Supplies that do not conform to the requirements of the Order. In addition to other remedies available to Buyer: (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace, defective Supplies as Buyer deems necessary; (ii) Buyer may have corrected at any time prior to shipment from the facility designated by Buyer Supplies that fail to meet the requirements of the Order; and/or (iii) Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Supplies. Seller will document corrective actions within a commercially reasonable period after discovery of any defect and will take whatever measures are necessary to correct the defect. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct audits at Seller's facility for the purpose of quality verification. Seller will ensure that the terms of its contracts with its subcontractors provide Buyer and its customers with all of the rights specified in this Section 7.

8. ACCEPTANCE. For purposes of each Order, acceptance of Supplies means receipt by Seller of a signed writing by Buyer's authorized representative that acknowledges (i) compliance of the Supplies with all manufacturing specifications and other requirements as set forth in the Order, (ii) completion of a full "run at rate" in a production environment at Seller's facility conducted by Buyer, and (iii) completion of the PPAP process by Buyer (if applicable). If so requested by Buyer, Seller will provide a pre-acceptance run-off to Buyer at Seller's facility, at no cost to Buyer.

9. DELIVERY OF SUPPLIES LAYOUTS AND DRAWINGS. Upon request by Buyer, Seller shall immediately deliver to Buyer all Supplies layouts and engineering drawings by internationally recognized overnight courier service or in-person at the destination identified by Buyer in such request.

10. PAYMENT. The purchase price for the Supplies set forth on the Order (the “Purchase Price”) must include all charges, costs, and profit (if allowed) associated with the design, development, and manufacture of the Supplies. Seller is solely responsible for the payment of any taxes, tariffs and duties and all costs associated with freight, transportation, insurance, shipping, storage, handling and similar charges associated with the Supplies. Subject to the terms and conditions contained herein, the Purchase Price is not subject to increase, including, without limitation, increases in cost based upon raw material, labor, or overhead unless Buyer specifically agrees in a signed writing. Seller represents that the Purchase Price is at least as low as the price charged by Seller to buyers of a class similar to Buyer under conditions similar to those specified in the Order and that the Purchase Price complies with all applicable governmental laws and regulations in effect at the time of, as the case may be, quotation, construction, completion, sale, and delivery. Subject to the terms and conditions of the Order, Buyer will pay the Purchase Price in the amounts and at the times specified on the face of the Order.

11. OWNERSHIP OF SUPPLIES. Regardless of when Supplies are accepted by Buyer, title to Supplies will pass to Buyer upon the sooner to occur of when the Supplies are fabricated, completed or acquired by Buyer. Ownership of Supplies will pass even if Buyer has not made full payment; however, ownership will not affect Buyer’s obligation to pay for the Supplies in accordance with these Terms. Once title to Supplies passes to Buyer, the Supplies and related blueprints, designs, specifications, drawings, photographic negatives and positives, art work, and copy layout provided by Buyer or developed by Supplier or its subcontractors in connection with or related to any Order (collectively, “Bailed Property”), will be held by Seller as a bailee-at-will for the benefit of Buyer. Seller bears the risk of loss of and damage to the Bailed Property and, at its own cost and expense, must keep such Bailed Property insured for the benefit of Buyer, naming Buyer as the loss payee and additional insured. Seller must at all times, and without charge to Buyer, properly house the Bailed Property and protect it against destruction and damage. Subject to the terms contained herein, Buyer’s ownership of such Bailed Property will not affect Buyer’s obligation to pay for the Supplies. Seller acknowledges that the Bailed Property: (a) will not be used by Seller for any purpose other than pursuant to the terms of the Order; (b) will be deemed personal property of Buyer; (c) must be conspicuously marked by Seller to identify it as property of Buyer (including indicating Buyer’s name and address); (d) must not be commingled with the property of Seller or with that of a third party; and (e) must not be moved from Seller’s premises without the prior written approval of Buyer. Seller must also, at its sole cost and expense, maintain, repair and refurbish Bailed Property in first class condition. All replacement parts, additions, improvements and accessories for such Bailed Property automatically become Buyer’s property upon their incorporation into or attachment to the Bailed Property. Seller will ensure the operational readiness of the Supplies and maintain them at Seller’s own cost including repair and replacement at all times in the condition necessary to produce the Goods in the required quality and quantities. Supplies replacement requires the approval of new initial samples by Buyer. Unless Buyer directs an earlier release by Seller, Seller must have the capability to store, and must store, all Bailed Property for a maximum of ten (10) years after termination of serial production. Notwithstanding the expiration of the time period in the preceding sentence, Seller will not destroy any Supplies without the prior written consent of Buyer. Seller must immediately inform Buyer if the projected lifetime quantities of Goods reach up to 85% of available Supplies capacity to allow Buyer to plan for further production quantities in the future.

12. CHANGES. Buyer reserves the right to direct changes, or to cause Seller to make changes, to the goods and services to be provided pursuant to the Order, upon written notice to Seller. Buyer also reserves the right to otherwise change the scope of the work covered by the Order, including, without limitation, work with respect to such matters as inspection, testing or quality control, upon written notice to Seller. Buyer may also direct the supply of raw materials or other purchased components from itself or from third parties. Seller will promptly make any such requested change. In order for Seller to request a reasonable difference in price or time for performance as a result of such a change, Seller must notify Buyer of its request in writing within ten (10) calendar days after receiving notice of the change. Buyer shall be entitled to receive additional documentation from Seller upon request relating to any change in specifications, price or time for performance. Seller shall not make any change in the Supplies’ design, specifications, processing, packing, marking, shipping, price or date or place of delivery except at Buyer’s written instruction or with Buyer’s written approval.

13. WARRANTIES. Seller expressly warrants and guarantees to Buyer and its affiliates and their

successors, assigns and customers, that all Supplies delivered to, and services performed in favor of, Buyer, including, without limitation, all software, firmware, tooling, equipment and related services, will: (a) conform to, and be capable of performing as described in, the specifications, standards, drawings, samples, descriptions and revisions as furnished or specifically approved in writing by Buyer, including, without limitation, at a minimum that the Supplies shall be designed and fabricated to be sufficiently durable to support the manufacture of all production and service requirements through the production lifetime of the relevant part and also permit the production of Buyer's subsequent service-only requirements; (b) comply with, and have been produced, processed, packaged, labeled, delivered and sold, and be capable of operating in conformity with, all applicable federal, state, provincial, local and foreign laws, orders, codes, regulations and standards (as amended from time to time), including without limitation the Occupational Safety and Health Act of 1971, the Fair Labor Standards Act of 1938, the National Traffic and Motor Vehicle Safety Act, United States motor vehicle safety standards and European Union Directive 2000/53/EC; (c) be free of defects in design (to the extent designed by or on behalf of Seller), materials and workmanship (latent or otherwise), and of good and merchantable quality; (d) be manufactured or otherwise fabricated, or be performed by, adequately trained, properly supervised personnel in a good and workmanlike manner and in accordance with all standards and specifications agreed on with Buyer and otherwise consistent with the best practices in Seller's industry, in compliance with all applicable laws, including all federal, state, and local laws, as well as all regulations, customary business, trade and industry practices and standards, and other applicable standards; (e) unless otherwise requested or approved by Buyer in writing, not incorporate or consist of commercial surplus, used, remanufactured or reconditioned material or components, or material or components of such age or so deteriorated as to impair the usefulness or safety thereof; (f) be selected, designed (to the extent designed by Seller), performed, manufactured and assembled by Seller based upon Buyer's particular use and be fit and sufficient for the purposes intended by Buyer; (g) be free and clear of all liens and encumbrances; and (h) not infringe any patent, trademark, copyright or other intellectual property or intellectual property right of any third party. Seller shall immediately notify Buyer in writing when it becomes aware of any ingredient, component, design or defect in Supplies that is or may become harmful to persons or property. Buyer's approval of any design, drawing, material, process, specifications or Supplies will not relieve Seller of these warranties. The foregoing warranties will survive delivery, inspection and payment and run in favor of Buyer and its affiliates and their successors, assigns and customers. In the event any of the Supplies shall be unsatisfactory, defective or inferior in quality, or shall not conform to Buyer's specifications or any other requirements set forth in the Order (including, without limitation, Seller's warranties), Buyer, at its option and in addition to any other rights and remedies to which it is entitled under the Order, applicable law or otherwise, may (i) require Seller, at its sole cost and expense, to promptly repair or replace the goods or to promptly re-perform the services properly, (ii) retain the goods at an adjusted price, (iii) hold the goods at Seller's risk and expense pending Seller's specific instructions or (iv) return the goods to Seller at Seller's risk and expense for replacement, credit or full or partial refund, as Buyer shall direct. Buyer may also, its discretion, refuse to accept further delivery of goods or performance of services, in whole or in part, under the Order. Seller shall reimburse Buyer for all of its costs and expenses relating to the installation, removal, storage, handling, packing and/or transporting of any such unsatisfactory, defective, inferior or otherwise nonconforming goods, and Seller shall assume all risk of loss or damage in transit to goods returned by Buyer. Notwithstanding the foregoing, Buyer reserves the right to repair the goods or re-perform the services without voiding any of Seller's warranties or other obligations under the Order. Seller shall reimburse Buyer for all of its costs and expenses relating to any such repair or re-performance.

14. PREVENTATIVE MAINTENANCE. Seller will provide Buyer with a complete and comprehensive preventative maintenance plan for Supplies prior to final acceptance at the facility designated by Buyer. The preventative maintenance plan shall include, without limitation, at least two (2) complete sets of maintenance and operating manuals for all Supplies purchased by Buyer (including one in a foreign language, if required by Buyer), as well as a detailed bill of material. Seller warrants to Buyer and its affiliates, their respective customers, and their successors and assigns, that the Supplies will operate safely at quoted production rate and/or cycle times for the stated expected useful life if Buyer follows the preventative maintenance plan proposed by Seller. Seller will provide to Buyer upon request a complete copy of (a) the source codes for any software incorporated in the Supplies purchased by Buyer from Seller along with any additional information reasonably necessary so that a trained programmer of general proficiency may maintain and support any such software and (b) a running object code version of such software.

15. TRAINING. Seller will provide any and all necessary training and training materials to Buyer for the Supplies at the initial stage of installation, at no additional cost to Buyer, at Buyer's facility (unless another location is designated on the Order or in the specifications provided by Buyer). Seller will provide training in the amount and on such schedule as may be reasonably required by Buyer. Seller will provide the training materials in a computerized format, if possible. Where Seller obtains the Supplies or a portion of the Supplies from a third party for resale to Buyer, Seller shall cause such third party to provide the training contemplated in this Section.

16. SUPPLIER STANDARDS, QUALITY AND DEVELOPMENT; REQUIRED PROGRAMS. Seller shall maintain a quality assurance system in line with most recent standards of automotive technology, including without limitation IATF16949:2016 quality certification, OHSAS 18001 health and safety certification and ISO 14001 environmental certification including registration. Seller will also participate in Buyer's supplier quality and development programs as directed by Buyer.

17. DATA SECURITY. Seller shall: (a) establish, implement and maintain reasonable safeguards against the destruction, loss, alteration and unauthorized access and use of Buyer's Confidential Information in the possession or control of Seller (or its subcontractors) that are no less rigorous than those maintained by Seller for its own data of a similar nature; and (b) comply with Buyer's Third Party Data Protection Requirements, available at <https://rivian.com/legal/supplier>, as updated by Buyer from time to time.

18. SERVICE AND REPLACEMENT PARTS. Seller shall make available to Buyer, for purchase at the prices set forth in the Order, repair and replacement parts and service tools for each component of the goods, for a period of fifteen (15) years after acceptance of the goods by Buyer or such longer period as is set forth in the Order. Notwithstanding the foregoing, the price payable by Buyer under this Section 18 for any such part or tool shall not exceed the lowest delivered price for that part or tool offered or charged by Seller to any customer at any time during the six (6) month period immediately preceding the calculation of the price hereunder or as defined in Buyer's specifications. Such lowest delivered price shall be determined after application of any type of price discount, credit, allowance, rebate, promotion or other financial consideration offered by Seller.

19. SECURITY INTEREST. To secure all of Seller's debts, obligations and liabilities under and in connection with the Order, Seller hereby grants to Buyer a security interest in the following property of Seller, whether now owned or hereafter acquired: (a) the Supplies; (b) all component parts, supplies, machinery, tools, raw materials and other equipment and property of Seller purchased or identified for use in Seller's performance of the Order or for incorporation into the goods or services; (c) all of Seller's rights by virtue of down payments and purchase orders for and all of Seller's other general intangibles relating to such component parts, supplies, machinery, tools, raw materials and other equipment and property; (d) all drawings (including, without limitation, proprietary drawings), plans, specifications, blueprints and other documents prepared during or in connection with Seller's performance of the Order; and (e) all accessions and attachments to and all proceeds and products of any of the foregoing. Seller authorizes Buyer to file such financing statements and other documents, and to take such actions, as Buyer reasonably deems necessary or advisable to protect Buyer's rights in the items described in clauses (a)-(e) above.

20. ANTICIPATORY REPUDIATION. Whenever Buyer in good faith has reason to question Seller's ability or intent to perform in accordance with the Order, Buyer may demand in writing adequate assurance from Seller of Seller's ability and/or intent to perform, and Buyer may suspend performance under the Order pending receipt of such assurance. In the event such a demand is made and adequate assurance, in form and substance acceptable to Buyer in its sole discretion, is not given by Seller within ten (10) calendar days after any such demand (or such shorter period of time if commercially reasonable under the circumstances), that failure may be treated as a repudiation of the Order by Seller, and Buyer may seek or exercise any remedy for such repudiation.

21. REMEDIES. The rights and remedies reserved to Buyer in the Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Buyer for Buyer's damages caused by Seller's breach or by nonconforming Supplies. Buyer's damages include reasonable professional fees incurred by Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for nonconforming Supplies, and will participate in and comply with warranty reduction or related programs as directed by Buyer that relate to the Supplies. In any action brought by Buyer

to enforce Seller's obligations in connection with the production or delivery of Supplies or transition support or for possession of property, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to an immediate order for specific performance of Seller's obligations, plus Buyer's reasonable attorneys' fees.

22. COMPLIANCE WITH LAWS; ETHICS. Seller, and any Supplies supplied by Seller, will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, including laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. The Order incorporates by reference all clauses required by these laws. All materials used by Seller in the Supplies or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination.

23. INDEMNIFICATION. Seller will defend, indemnify and hold harmless Buyer and its affiliates, and their respective customers (both direct and indirect, including manufacturers of vehicles parts of which were constructed or designed using Supplies), directors, officers, employees, agents, insurers, successors and assigns, and dealers and users of the products sold by Buyer (or the vehicles parts of which were constructed or designed using Supplies) and all of their respective agents, successors and assigns (collectively, the "Indemnified Parties") against all damages, losses, claims, liabilities and expenses (including, without limitation, attorneys' and other professional fees, costs, settlements and judgments) arising out of or resulting from: (a) defective Supplies; (b) any actual or alleged breach of or failure by Seller to comply with any representation, warranty, covenant or other term and condition in these Terms; or (c) any actual or alleged injury to or death of any person, or any actual or alleged damage to or loss of any property, arising out of (x) any goods in the possession or under the control of Seller, its employees, agents, suppliers or contractors, (y) any services performed by Seller, its employees, agents, suppliers or contractors or (z) the negligent or wrongful acts or omissions or intentional misconduct of Seller, its employees, agents, suppliers or contractors. If Seller performs any work on Buyer's or Buyer's customer's premises or utilizes the property of Buyer or Buyer's customer, whether on or off Buyer's or Buyer's customer's premises: (a) Seller will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises, and the policies and procedures of Buyer or Buyer's customer, as applicable, relating to the presence on and use of the premises, and may be removed from Buyer's premises at Buyer's discretion; (c) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Seller will indemnify and hold Buyer and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including attorneys' and other professional fees, costs, settlements and judgments) for damages to the property of or personal injuries to Buyer, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Buyer's or Buyer's customer's property, except to the extent caused by Buyer's sole negligence.

24. INSURANCE. Seller, at its sole cost and expense, will maintain the insurance coverage in amounts acceptable to Buyer or in additional amounts as may be reasonably requested by Buyer or (to the extent directed by Buyer) Buyer's customer(s), in each case naming Buyer and its affiliates and customer(s) as "additional insured" as requested by Buyer. In all cases, such insurance policies will provide for the waiver of the insurer's right of subrogation against Buyer and Seller. Seller will furnish to Buyer from time to time upon Buyer's written request a certificate showing compliance with this requirement or certified copies of all insurance policies within ten (10) days of Buyer's request. The certificate will provide that Buyer (and, if applicable, Buyer's customers) will receive thirty (30) days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence of insurance does not release Seller of its obligations or liabilities under the Order.

25. INSOLVENCY. The Order may be terminated immediately by Buyer without liability to Seller if any of the following or comparable events occur, and Seller will reimburse Buyer for all costs incurred by Buyer in

connection with any of the following, including, without limitation, attorneys' and other professional costs and fees: (a) Seller becomes insolvent; (b) Seller files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Seller; (d) a receiver or trustee is appointed for Seller; (e) Seller needs accommodations from Buyer, financial or otherwise, in order to meet its obligations under the Order; or (f) Seller executes an assignment for the benefit of creditors.

26. TERMINATION FOR BREACH OR NONPERFORMANCE. Without limiting any other provision of these Terms or Buyer's rights under applicable law, Buyer may terminate all or any part of the Order, without liability to Seller, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of the Order; (b) fails or threatens not to deliver Supplies or perform services in connection with the Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach; or (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller. Seller will notify Buyer within ten (10) days after entering into any negotiations that could lead to the situation specified in subsection (d) above, provided that upon Seller's request, Buyer will enter into an appropriate nondisclosure agreement related to information disclosed to Buyer in relation to such transaction. Seller may terminate the Order only for non-payment of the purchase price for Supplies which are 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 Order if the past due amount is not paid; and (ii) Buyer, within sixty (60) days 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 shall terminate the Order in full pursuant to this Section 26 by delivering a notice of termination to Buyer specifying the reason for such termination and the effective date of such termination. Seller may not terminate or cancel the Order for any reason except as permitted under this Section 26. Seller may not suspend performance of the Order for any reason.

27. TERMINATION. In addition to any other rights of Buyer to cancel or terminate the Order, Buyer may in its sole discretion terminate all or any part of the Order at any time and for any reason by giving written notice to Seller. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will: (a) promptly terminate all work under the Order; (b) transfer title and deliver to Buyer the finished Supplies, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer, free and clear of liens, claims and encumbrances; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's request, cooperate with Buyer in transferring the production of Supplies to a different supplier, including as described in Section 28. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following: (i) the Order price for all finished Supplies in the quantities ordered by Buyer that conform to the Order; (ii) Seller's reasonable actual cost of merchantable and useable work-in-process and the parts and materials transferred to Buyer under part (b) above; (iii) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors required under the Order, to the extent directly caused by the termination; and (iv) Seller's reasonable actual cost of carrying out its obligation under subsection (d). Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures, or general administrative burden charges from termination of the Order, except as otherwise expressly agreed in a separate Order issued by Buyer. Any obligation of Buyer upon termination under this Section 27 will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one (1) month after the date of termination (or such shorter period as may be required by Buyer's customer), its termination claim, which will consist exclusively of the items of Buyer's obligation to Seller that are expressly permitted by this Section 27. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will

have no obligation for payment to Seller under this Section 27 if Buyer terminates the Order or any portion thereof because of a default or breach by Seller.

28. TRANSITION OF SUPPLY. In connection with termination of the Order by either party or Buyer's other decision to change to an alternate source of Supplies, Seller will cooperate in the transition of supply, including the following: (a) Seller will continue production, delivery and performance of all Supplies as ordered by Buyer, at the prices and other terms provided in the Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Supplies as needed; at no cost to Buyer, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components; and (c) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing. If the transition occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement by arbitration.

29. FORCE MAJEURE. Any delay or failure of either party to perform its obligations will be excused if and to the extent that the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order. The change in cost or availability of materials, components or services based on market conditions, supplier actions or contract disputes will not excuse performance and Seller assumes these risks. As soon as possible (but no more than one (1) business day) after the event or occurrence, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require 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 the Order; or (c) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller at its expense will take all necessary actions to ensure the supply of Supplies to Buyer for a period of at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts.

30. INTELLECTUAL PROPERTY. Except as set forth below with respect to Background IP, Seller agrees that, for the consideration set forth herein, Buyer has purchased all right, title and interest in and to all intellectual property and all intellectual property rights embodied by or in the Supplies and Goods and the services performed for Buyer pursuant to the Order, whether produced by Seller or Seller's employees, agents, contractors or subcontractors, (including all trademarks, trade names, service mark, patents, copyrights, trade secrets and other intellectual property rights with respect thereto), for all uses and that the same shall be "works made for hire", and that Buyer will be the sole and exclusive owner of the same. Seller hereby assigns any and all rights it may have with respect to the foregoing to Buyer, free and clear of any liens, security interests, claims or other encumbrances, and Seller hereby releases any and all claims it may have with respect thereto. Seller further hereby appoints Buyer as its attorney-in-fact with the power to execute any additional documents necessary to further evidence this assignment and/or release, and Seller hereby agrees to execute any and all documents and instruments reasonably requested by Buyer in connection therewith. Seller hereby further agrees to assign to Buyer Seller's entire right, title and interest in and to all ideas, inventions, improvements, developments and designs relating in any way to the projects and developments of Buyer, whether patentable or not, made or conceived by Seller or jointly with others for the Supplies, services and/or Goods, together with such patents or applications therefor, as may be obtained or filed thereon in any country; and, at the request and sole expense of Buyer, will at any time while under contract with Buyer and after the termination thereof for any reason, execute all documents for use in applying for, obtaining and maintaining such patents as Buyer may desire, and execute and deliver all formal assignments therefor. Seller shall disclose

promptly and fully to Buyer all said ideas, inventions, improvements, developments and designs. Notwithstanding anything provided in this Section 30 to the contrary, all inventions, ideas, improvements, developments, designs, trade secrets, know-how, formulations, information, data, processes, methods, techniques, drawings, schematics, diagrams, test protocols, methods and other technology owned or used by Seller as of the date of the Order and which Seller may use or provide to Buyer under the Order, including all intellectual property rights embodied therein, (collectively, the "Background IP") shall remain the exclusive property of Seller and shall not be assigned or otherwise transferred to Buyer. Seller hereby grants to Buyer a non-exclusive, irrevocable, non-transferable (other than to its affiliates or in conjunction with a change in control or sale of all or substantially all of the assets of the Company), sub-licensable, perpetual, worldwide, royalty free license to use the Background IP in respect of the services (including the deliverables of Seller arising from the services), the Supplies and the Goods, and Buyer's use thereof. Seller (i) agrees to defend, hold harmless and indemnify Buyer and its customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or other proprietary right by reason of the performance or receipt of the services or the manufacture, use or sale of the Supplies or Goods, including infringement arising out of compliance with specifications furnished by Buyer or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; and (ii) waives any claim against Buyer and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Seller or Buyer for infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by Buyer

31. BUYER'S PROPERTY. If Seller manufactures, purchases or otherwise acquires any tools, dies, molds, forms or related equipment in connection with the performance of the Order and charges Buyer for the use of the tools, dies, molds, forms or related equipment (including, without limitation, through a tool service charge), the tools, dies, molds, forms and related equipment shall be and remain the property of Buyer (such tools, dies, molds, forms and related equipment, "Buyer's Property"). Seller shall not transfer any interest in, or otherwise deliver possession of, Buyer's Property to any person or entity other than to Buyer or such other person or entity as is designated by Buyer in writing. Buyer's Property will be held by Seller or by a third party, to the extent that Seller has transferred possession of Buyer's Property to a third party with Buyer's express prior written permission, on a bailment basis as a bailee-at-will. Buyer's Property shall at all times be stored in a secure, covered and locked area at the facility to which it is shipped or at such other location as Buyer may approve in writing from time to time. Seller shall not provide any of its employees, or any other person or entity, with access to Buyer's Property, except for those employees of Seller who have a definable need to access Buyer's Property to permit Seller to use Buyer's Property as authorized in this Section 31. Seller bears the risk of loss of and damage to Buyer's Property. Seller is solely responsible for inspecting, testing and approving all Buyer's Property prior to any use, and Seller assumes all risk of injury to persons or property arising from Buyer's Property. Buyer's Property will be housed, maintained, repaired and replaced by Seller at Seller's expense in good working condition capable of producing Supplies meeting all applicable specifications, will not be used by Seller for any purpose other than the performance of the Order, will be deemed to be personalty, will be conspicuously marked by Seller as the property of Buyer, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller's premises without Buyer's prior written approval. Seller will insure Buyer's Property with full fire and extended coverage insurance for its replacement value. Any replacement of Buyer's Property will become Buyer's Property. Seller may not release or dispose Buyer's Property to any third party without the express written permission of Buyer. Buyer will have the right to enter Seller's premises to inspect Buyer's Property and Seller's records regarding Buyer's Property. Only Buyer (or Buyer's affiliates) has any right, title or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in the manufacture of Supplies. Buyer and its affiliates have the right to take immediate possession of Buyer's Property at any time without payment of any kind. Seller agrees to cooperate with Buyer if Buyer elects to take possession of Buyer's Property. Effective immediately upon written notice to Seller, without further notice or legal action, Buyer has the right to enter the premises of Seller and take possession of all of Buyer's Property. Seller expressly waives any right to additional notice or process and agrees to provide Buyer or its nominee(s) with immediate access to Buyer's Property. 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 financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property. At any time and from time to time upon Buyer's request, Seller shall return all of Buyer's Property to Buyer or such other person or entity as is designated by Buyer in writing, in any case in accordance with the shipping instructions provided by Buyer. Seller shall return Buyer's Property in the condition in which it was received by Seller, except for ordinary wear and tear and except to the extent Buyer's Property is incorporated into goods provided to Buyer pursuant to the Order or is consumed in the normal production of such goods. Seller shall indemnify and hold harmless the Indemnified Parties from and against any loss of or damage to any Buyer's Property that occurs prior to delivery of possession of Buyer's Property to Buyer or such other person or entity as is designated by Buyer in writing. Seller waives any statutory, equitable or other lien or other rights that Seller might otherwise have on any of Buyer's Property, including without limitation tool and toolmaker's, mold and molder's and builder's liens.

32. SET-OFF; RECOUPMENT. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

33. CONFIDENTIALITY. Seller acknowledges that proprietary and confidential information will be received from Buyer or developed for Buyer under the Order, regardless of whether such information is marked or identified as confidential. All terms of the Order are deemed proprietary and confidential information of Buyer. Seller agrees to keep all proprietary or confidential information of Buyer in strictest confidence, and further agrees not to disclose or permit disclosure to others, or use (or permit others to use) for other than the purpose of the Order, any proprietary and confidential information of Buyer. Following the expiration or termination of the Order, upon Buyer's request, Seller will promptly deliver to Buyer any and all documents and other media, including all copies thereof and in whatever form, that contain or relate to Buyer's confidential or proprietary information. Seller's obligations under this Section 33 will continue for a period of five (5) years from the date of disclosure of information covered by this Section 33, unless a longer period is specified in writing by Buyer. The restrictions and obligations of this Section will not apply to information that: (a) is already publicly known at the time of its disclosure by Buyer; (b) after disclosure by Buyer becomes publicly known through no fault of Seller; or (c) Seller can establish by written documentation was properly in its possession prior to disclosure by Buyer or was independently developed by Seller without use of or reference to Buyer's information. Notwithstanding anything to the contrary in these Terms, any confidentiality or non-disclosure agreement between the parties that predates the Order will remain in effect except as expressly modified by the Order, and to the extent of a conflict between the express terms of such an agreement and this Section 33, the terms of that agreement will control.

34. NO PUBLICITY. Seller will not advertise, publish or disclose to any third party (other than to Seller's professional advisors on a confidential and need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Supplies covered by the Order or any terms of the Order (including prices), or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer's written consent.

35. RELATIONSHIP OF PARTIES. Seller and Buyer are independent contracting parties and nothing in the Order will make either party the employee, agent or legal representative of the other for any purpose. The Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other party. Seller will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Order, except as expressly provided in a written agreement signed by Buyer and Seller. All employees and agents of Seller or its respective contractors are employees or agents solely of Seller or such contractors, and not of Buyer, and are not entitled to employee benefits or other rights accorded to Buyer's employees. Buyer is not responsible for any obligation with respect to employees or agents of Seller or its contractors.

36. CONFLICT OF INTEREST. Seller represents and warrants that its performance of the Order will not in any way conflict with any continuing interests or obligations of Seller or its employees or contractors. Seller further warrants that while the Order is in effect, Seller and those of its employees and contractors participating

in the performance of the Order will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Seller's relationship with Buyer or its performance of the Order.

37. NON-ASSIGNMENT. Seller may not, without Buyer's prior written consent, (a) assign its rights or delegate its obligations under these Terms (in whole or in part, including outsourced components), or (b) enter into or offer to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of the Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller. In the event of any approved assignment, sale or delegation authorized in writing by Buyer, Seller retains all responsibility for Supplies, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

38. SALES TAX EXEMPTION. The Supplies purchased under the Order are identified as industrial processing and may be exempt from sales taxes. In such case, the tax identification number and/or other exemption information may be stated in the Order or may otherwise be provided by Buyer.

39. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. Any action or proceeding arising out of or relating to this Agreement shall be brought in the federal or state courts sitting in the jurisdiction of Wayne County, Michigan, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The provisions of the United Nations Convention on Orders for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded.

40. LANGUAGE; SEVERABILITY; NO IMPLIED WAIVER. The parties acknowledge that it is their wish that these terms and all documents relating thereto be in the English language only. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Order will remain in full force and effect. The failure of either party at any time to require performance by the other party of any provision of the Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Order constitute a waiver of any later breach of the same or other provision of the Order.

41. SURVIVAL. The obligations of Seller to Buyer survive termination of the Order, except as otherwise explicitly set forth in these Terms.

42. ENTIRE AGREEMENT; MODIFICATIONS. Except as described in Section 1, these Terms, including the Order and all attachments, exhibits, supplements or other terms of Buyer specifically referenced herein, constitute the entire agreement between Seller and Buyer with respect to the matters contained herein. The Order may only be modified by a written amendment executed by authorized representatives of each party or, for changes within the scope of Section 12 of these Terms, by a purchase order amendment issued by Buyer. Buyer may modify these Terms with respect to future Orders at any time by posting revised Terms to its web site at <http://www.rivian.com>, and such revised Terms will apply to all Orders issued thereafter.

43. CLAIMS BY SELLER. Any legal action or arbitration proceeding by Seller under these Terms must be commenced no later than one (1) year after the breach or other event giving rise to Seller's claim occurs, or Seller becomes aware of the existence (or facts and circumstances giving rise to the existence) of such claim, whichever occurs first.

44. BATTLE OF THE FORMS NOT APPLICABLE. The parties have agreed and it is their intent that the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance form of Seller relating to these Terms. It is the parties' intent that these Terms shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Seller to Buyer and these Terms, these Terms shall control.

45. EQUAL EMPLOYMENT OPPORTUNITY. The parties hereby incorporate by reference the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41C.F.R. §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 C.F.R. Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.