

General Terms & Conditions of Sale (Industrial)

Acceptance of Buyer's orders by Kongsberg Actuation Systems II, Inc. d/b/a Kongsberg Automotive will be subject to the following terms and conditions:

1. **CHANGES:** The terms on this and the face side of this Acknowledgment state our entire contract. We will not be bound by any different or additional terms and conditions contained in Buyer's order unless agreed to in writing by us. Our contract will not hereafter be subject to any change or modification without our written consent. This contract supersedes all previous agreements, oral or written, between us and Buyer with respect to the subject matter of this contract. No amendment or modification to this contract will be binding upon either party unless it is in writing and is signed by both parties.
2. **TERMS:** Unless otherwise stated on quote, terms are net 30 days from date of invoice, subject to credit approval, provided that if shipment is delayed at Buyer's instance beyond date originally requested, our invoice will be rendered on originally scheduled date of shipment or on completion of goods, whichever is later. All payments are to be made to the address stated on our invoice. Unless otherwise stated on quote, all shipments are made F.O.B. our plant of manufacture.
3. **PRICE:** In the event that our costs increase, including but not limited to our raw material costs, we will be entitled to increase the prices for the goods appropriately in the proportion of our increased costs.
4. **WARRANTY; LIMITATION ON DAMAGES; INDEMNITY:** We warrant to you that the goods are designed and manufactured in accordance with the requirements of the Contract and are free from defects in material and workmanship. This warranty applies to normal recommended use and service and will be effective for a period of twelve (12) months from the date of original purchase.

Our sole obligation under the foregoing warranty and otherwise will be to repair or replace any defective goods returned to us with our approval, freight prepaid, within one year from the date of original purchase, which shall be Buyer's exclusive remedy. Buyer will include in all its sales agreements covering the re-sale of the goods furnished hereunder a provision to the foregoing effect, stating that our sole obligation is to repair or replace defective parts manufactured by us.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS ALL SUCH OTHER WARRANTIES.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE PRODUCTS OR OTHER GOODS, DOWNTIME COSTS, OR CLAIMS OF BUYER'S CUSTOMERS, WHETHER BASED ON CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL CUMULATIVE LIABILITY TO BUYER ARISING OUT OF, CONNECTIVE WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, POSSESSION, USE OR HANDLING OF THE GOODS, WHETHER IN CONTRACT TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE GOODS GIVING RISE TO BUYER'S CLAIM. BUYER SHALL INDEMNIFY AND HOLD US HARMLESS FOR AND FROM ALL CLAIMS, DEMANDS, OBLIGATIONS, LIABILITIES AND LOSSES, INCLUDING INJURIES TO AND DEATH OF ANY PERSON AND LOSS OR DAMAGES TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THE GOODS SOLD HEREUNDER, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS, OBLIGATIONS, LIABILITIES AND LOSSES RESULT FROM THE SOLE, EXCLUSIVE, AND ACTIVE NEGLIGENCE OF US OR OUR EMPLOYEES.

5. **REPAIRS:** We will not be held responsible for repairs or alterations made outside our factory except with our written consent.
6. **DELIVERY:** Shipping dates are approximate and are based upon prompt receipt by us of all necessary information. The goods will be prepared for shipment in a manner prescribed by us, consisting of one or more pieces, unless Buyer had notified us to the contrary at time of placing order.

We will not be liable for delays in performance or non-performance which are due to causes beyond our control, including but not limited to: (a) acts of God, Buyer's acts, fires, floods, priorities, epidemics, war, Government

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- action or sabotage; (b) inability to obtain necessary labor, materials, components or manufacturing facilities; (c) changes in specification, directions or design requested by Buyer or agreed to by Buyer; or (d) Buyer's delay in approving documents. In the event of any such delay, the date of delivery will be extended for a period equal to the time lost by reason of the delay.
7. **RISK OF LOSS:** The risk of loss or damage in transit will be upon Buyer even if the goods are shipped F.O.B. the place of destination.
 8. **TAXES:** Any tax imposed by any present or future law on the sale or use of good covered hereby will be added to the stated price.
 9. **CANCELLATION OR DEFERRED DELIVERY:** Buyer may cancel an order only upon our written approval and upon payment of reasonable charges specified by us, which will normally include charges for the following: (a) work completed at full unit price; (b) work in process, at cost of completed operations plus overhead and percentage of profit attributable thereto; (c) raw materials and purchased parts, at cost to us plus our handling charge; (d) unamortized tooling on the basis of balance due us; and (e) any other expenses or charges, including engineering and overhead charges incurred by us in connection with the performance of the contract up to date of cancellation. Buyer's request for deferral of delivery may, at our option, be treated the same as cancellation of your order, and, in such event, the foregoing cancellation charges will apply.
 10. **FORCE MAJEURE:** Any delay or failure to perform our obligations under this contract will be excused to the extent that it is caused by an event or occurrence beyond our reasonable control, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns) at our facilities or its source plants or its suppliers, inability to obtain power, material, Goods, or transportation, or court injunction or order.
 11. **RETURNED GOODS:** Returns will not be accepted without prior written authorization having been obtained from the Kongsberg Automotive Customer Service Department and a copy of which must accompany each shipment. Returns other than warranty claims will be subject to a restocking charge to be determined by the condition, age, and usability of the material returned.
 12. **COST REDUCTIONS:** Unless otherwise agreed to in a separate signed agreement between the parties, Buyer shall not be entitled to any cost reductions on the goods.
 13. **ADDITIONAL COSTS:** Buyer will reimburse us, at our standard rates, for any additional costs attributable to changes in the specifications, directions or design of the Goods furnished hereunder which are requested or approved by Buyer.
 14. **APPLICABLE LAW:** This contract will be governed by the laws of Connecticut.

THESE TERMS OF SALE SUPERSEDE AND GOVERN OVER ANY ADDITIONAL, INCONSISTENT OR CONFLICTING TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER AGREEMENT, ARRANGEMENT OR PRACTICE BETWEEN BUYER AND SELLER, INCLUDING ANY SUCH TERMS SUBMITTED BY BUYER TO SELLER ON ANY PURCHASE ORDER, DOCUMENT OR OTHER FORM. BUYER HEREBY WAIVES, FOR ITSELF AND EACH OF ITS AFFILIATES, ANY COMMON LAW OR STATUTORY RIGHTS THAT ARE INCONSISTENT WITH THE PROVISIONS OF THIS AGREEMENT.