



Operating under the following Legal Entities:

Nexteer Automotive Corporation
Nexteer Industria e Comercio de Sistemas Automotivos Ltda.
Nexteer Automotive (Suzhou) Co., Ltd.
Nexteer Lingyun Driveline (Wuhu) Co., Ltd.
Nexteer Lingyun Driveline (Zhuozhou) Co., Ltd.
Nexteer Automotive Systems (Liuzhou) Co., Ltd.
Chongqing Nexteer Steering Systems Co., Ltd.
PT Nexteer Automotive Indonesia
Nexteer Automotive Poland sp. z.o.o
Nexteer Automotive Japan LLC
Nexteer Automotive Korea Limited
Nexteer Automotive Luxembourg S.à r.l.
Steeringmex S. de R.L. de C.V.
Nexteer Automotive Mexico S. de R.L. de C.V.
Nexteer Automotive India Private Limited
Nexteer Automotive France SAS
Nexteer Automotive Germany GmbH
Nexteer Automotive Italy S.r.l.
Nexteer Otomotiv Sanayi ve Ticaret Limited Sirketi
Nexteer Automotive Australia Pty Ltd.

Machinery and Equipment Terms and Conditions

[Effective June 1, 2016]

[These M&E T&Cs apply when referenced by Buyer's purchase order or other documentation]

MACHINERY AND EQUIPMENT TERMS AND CONDITIONS

Effective June 1, 2016

1. OFFER, ACCEPTANCE AND EXCLUSIVE TERMS

These Machinery and Equipment Terms and Conditions, and any applicable country specific addendum (collectively, these "M&E T&C(s)"), together with the purchase order (the "Purchase Order"), shall be deemed an offer by Buyer for the purchase of machinery and/or equipment (collectively with all of the components thereof and information, software and drawings related thereto, the "Equipment") and/or services ("Services") identified on the Purchase Order. Seller accepts these M&E T&Cs and the Purchase Order by doing any of the following: (a) accepting or acknowledging the Purchase Order in writing; (b) commencing any work under the Purchase Order; (c) shipping any Equipment and/or performing Services; or (d) any other conduct that recognizes the existence of a contract with respect to the subject matter covered by the Purchase Order. Upon Seller's acceptance, these M&E T&Cs, the Purchase Order, along with the documents referenced herein, become the "Contract". **The Contract is limited to and conditional upon Seller's acceptance of these M&E T&Cs exclusively.** The Contract does not constitute an acceptance of any offer or proposal made by Seller. Any reference in the Contract to any offer or proposal made by Seller is solely to incorporate the description or specifications of Equipment in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the Contract. Any additional or different terms proposed by Seller, whether in a quotation, proposal, invoice, acknowledgement or otherwise, are expressly rejected by Buyer and are not part of the Contract, but shall not operate as a rejection if Seller accepts the Contract as provided herein, in which case Seller will be deemed to have accepted the Contract in its entirety without any additional or different terms whatsoever. This Contract can be modified only by a written amendment issued by Buyer. Each release, requisition, work order, shipping instruction, specification and other document issued by Buyer, whether expressed in written form, by electronic data interchange or other tangible format, relating to the Equipment and/or Services to be provided by Seller pursuant to this Contract are incorporated into, and a part of, this Contract.

2. PACKAGING, DELIVERY, BILLING AND PRICE

2.1 Packaging; Marking; Shipping. Seller will (a) properly pack, mark and ship Equipment as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations, and in the absence of any such instructions, in accordance with best industry practices for shipping similar Equipment and so as to avoid any damage in transit, (b) route shipments of Equipment as Buyer instructs, (c) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract, (d) provide packing slips with each shipment that identify Buyer's contract and release number and the date of the shipment, and (e) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs. Seller will include on bills of lading or other shipping receipts the correct classification or identification of the Equipment shipped as Buyer or the carrier requires. The marks on each package and identification of the Equipment on packing slips, bills of lading and invoices must enable Buyer to easily identify the Equipment. Except as otherwise stated in the Purchase Order, all Equipment shall be shipped FCA Seller's location (Incoterms 2010) to Buyer's designated facility or such other location designated by Buyer.

2.2 Billing. Seller will (a) accept payment for any Equipment based upon Buyer's Evaluated Receipt Record/Self-Billed Invoice unless Buyer requests that Seller issue and deliver an invoice, and (b) accept payment by electronic funds transfer, unless Buyer expressly agrees to another method of payment. Payment for Equipment shall be made in accordance with the payment schedule set forth in the Purchase Order, and in the absence of such schedule, in accordance with the following payment schedule: 90% after successful Equipment run-off at Seller's location, with the remaining 10% (a performance holdback) paid after successful run-off at Buyer's location. All payments are subject to the payment terms set forth in the Purchase Order. In addition to its other rights and remedies, Buyer may withhold payment for any Equipment until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on such Equipment.

2.3 Taxes. Unless otherwise stated in this Contract, the price for Equipment includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges. Seller will separately invoice Buyer for any sales, value added, or similar turnover taxes or charges that Seller is required by law to collect from Buyer. Seller will provide Buyer with all information and documentation that is required under the applicable law in order to enable Buyer to recover any sales, value added, or similar turnover taxes or charges. Seller's invoices shall also be in the appropriate form as required by applicable law to enable Buyer to deduct payments for income tax purposes.

2.4 Withholding of Taxes by Buyer. If Buyer is required by law to make any deduction or withholding from any sum otherwise payable to Seller under this Contract, Buyer shall be entitled to deduct or withhold such amount and effect payment thereof to the applicable tax authority. Buyer will, upon request from Seller, provide Seller with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid.

2.5 Delivery. Delivery of Equipment will be made in the quantities, on the dates, and at the times specified by Buyer in this Contract or any subsequent schedules or instructions Buyer issues under this Contract. Time is of the essence with respect to delivery of Equipment, achievement of any progress milestones as stated in the specifications with respect to the design, manufacture, assembly, and/or installation of Equipment, and performance of Services under the Contract. In addition to its other rights and remedies, Buyer is entitled to terminate the Contract, in whole or in part, in its sole discretion, without liability if Seller fails to timely deliver or perform any of its obligations under the Contract. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Seller bears the risk of loss of all Equipment delivered in advance of the delivery date specified in the Contract. Buyer may change the delivery date or rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.

2.6. Premium Shipments. If Seller's delivery of Equipment will not meet, for any reason, Buyer's required delivery dates using the method of transportation originally specified by Buyer, Seller must promptly provide written notice of the delay, and unless Buyer terminates the Contract as a result of such breach, Seller shall ship the Equipment as expeditiously as possible using a premium (more expeditious) method of transportation. Seller will pay, and be responsible for, all costs and damages caused by Seller's failure to meet Buyer's required delivery dates (including the entire cost of such premium shipment), unless Buyer's actions caused Seller's failure to meet Buyer's delivery date(s).

2.7 Price. The price for any Equipment to be paid for by Buyer under the Contract shall be the price set forth in the Purchase Order according to the payment schedule, if applicable. Unless otherwise expressly stated in the Purchase Order, the purchase price is a fixed price, includes storage, handling, packaging and all other expenses and charges of Seller, and is not subject to increase for any reason, including, without limitation, increased raw material costs, increased labor or other manufacturing or supply costs, increased development costs, inflation, changes in foreign exchange rates, changes in the availability of materials or supplies or any other changes.

3. INSTALLATION

Unless otherwise agreed in writing, Seller shall, at its own expense, assemble and install the Equipment at the location designated by Buyer with such assistance as might be reasonably required from Buyer.

4. SPECIFICATION, DESIGN AND SCOPE CHANGES

Buyer may at any time require Seller to implement changes to the specifications or design of the Equipment, process or to the scope of any Services or work covered by this Contract. Seller will promptly implement such changes. In the event that the change results in an increase in Seller's costs or requires Seller to have additional time for performance, Buyer will equitably determine an appropriate adjustment in price or time for performance resulting from such changes, if any. In order to assist in the determination of any equitable adjustment in price or the time for performance, Seller will, as requested, promptly provide information to Buyer, including, without limitation, documentation of changes in Seller's cost of production and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith, provided, however, that Seller will continue performing under this Contract, including the design, manufacture and delivery of Equipment and performance of Services and prompt implementation of changes required by Buyer, while Buyer and Seller resolve any disagreement arising out of such changes. Seller shall not make any changes to specifications, designs, materials, processes or procedures, packing, marking, shipping, price, date or place of delivery, or changes in the place of performance of Seller's obligations under this Contract, except at Buyer's written instruction or with Buyer's prior written authorization, and all costs related to such change shall be borne by Seller.

Seller shall 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 notify Buyer of any questions that Seller has concerning whether the goods that Seller is producing will meet Buyer's needs. Seller shall provide Buyer with a schedule for completion of the goods so that Buyer may monitor the ability and likelihood that Seller will meet its delivery requirements.

Seller shall also promptly inform Buyer when he suspects that he will not be able to meet the development and construction deadlines as agreed between the parties. Given that actual damages may be difficult to calculate in the event that Seller fails to inform Buyer on time, Seller agrees to pay Buyer liquidated damages equal to one percent (1%) of the price of the Equipment, Services, replacement parts or service tools under this Contract (but not more than ten percent (10 %) in total) for each week that Seller fails to inform Buyer.

5. QUALITY AND INSPECTION

Under no circumstances will Buyer be deemed to have accepted the Equipment, and Buyer will continue to have the right to reject the Equipment, until such time as Buyer has notified Seller in writing that the Equipment has successfully completed the final acceptance test to be run at Buyer's facility. For purposes of this Contract, acceptance shall be defined as receipt by Seller of written acknowledgement from Buyer's authorized representative of compliance of the Equipment with all manufacturing specifications. Buyer's manufacturing

specifications are hereby incorporated herein. If requested by Buyer, Seller shall provide a pre-acceptance run-off to Buyer at Seller's facility, at no cost to Buyer.

Seller will permit Buyer and its representatives and consultants to enter Seller's facilities at reasonable times to inspect the Equipment (or portions thereof) and other items and processes related to Seller's performance of this Contract. No such inspection by Buyer will constitute acceptance by Buyer.

6. DEFECTIVE EQUIPMENT

Buyer is not required to perform incoming inspections of any Equipment, and Seller waives any right to require Buyer to conduct any such inspections. Seller will not substitute any equipment for Equipment covered by this Contract unless Buyer consents in writing. If Buyer rejects any Equipment as defective, or it is otherwise determined to be nonconforming with the Contract, Buyer may, in addition to all of its other rights and remedies hereunder or at law: (a) terminate the Contract, in whole or in part, without liability and be entitled to a full refund of all monies paid to Seller under the Contract, (b) require Seller to replace the defective Equipment, (c) be entitled to make or have made, at Seller's expense, any repairs necessary to correct any Equipment that fails to conform to the Contract (without voiding any warranty), and/or (d) exercise any other applicable rights or remedies. To the extent that the defective Equipment is not repaired pursuant to subsection (c) above, if Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of defective Equipment within forty-eight (48) hours of notice of Buyer's rejection of defective Equipment (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to scrap out or dispose of the defective Equipment without liability to Seller, provided, however, that in any event Buyer may elect to arrange for the shipment of any defective Equipment back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all defective Equipment and will promptly pay or reimburse all costs incurred by Buyer to install, uninstall, remove, pack, return, store and/or dispose of any defective Equipment. Buyer's payment for any defective Equipment will not constitute acceptance by Buyer or limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the defective Equipment.

7. FORCE MAJEURE

If Seller is unable to produce, sell or deliver any Equipment or perform any Services covered by this Contract, or Buyer is unable to accept delivery, buy or use any Equipment or Services covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this Contract that results from such event or occurrence will be excused for only so long as such event or occurrence continues, provided, however, that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than seventy-two (72) hours thereafter). Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage and power failures. However, Seller's inability to perform as a result of or delays caused by, Seller's insolvency or lack of financial resources will not excuse Seller's performance under the Contract. The change in cost or availability of materials or components based on market conditions, Seller or supplier actions, or contract disputes or any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers will not excuse Seller's performance under the Contract (under theories of force majeure, commercial impracticability or otherwise), and Seller assumes these risks. During any delay or failure to perform by Seller, Buyer may (i) purchase substitute Equipment or Services from other available sources, in which case the quantities under this Contract will be reduced by the quantities of such substitute Equipment or Services, without liability to Seller, and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute Equipment or Services compared to the prices set forth in this Contract, and/or (ii) have Seller provide substitute Equipment or Services (along with all components) from other available sources in quantities and at times Buyer requests and at the prices set forth in this Contract. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days within forty-eight (48) hours of Buyer's request for such assurances, or if any delay lasts more than thirty (30) days, Buyer may terminate this Contract without any liability to Seller whatsoever.

8. WARRANTY

8.1 General. Seller warrants and guarantees to Buyer and its affiliates their respective customers and their successors and assigns for the duration set forth in Section 8.2, that the Equipment and Services covered by this Contract will (a) be new; (b) be free from all liens, claims and encumbrances whatsoever; (c) conform to, and be capable of performing as described in, the specifications or drawings as approved by Buyer and/or Buyer's customer's applicable specifications and drawings, (d) conform to, and be capable of performing as described in, all samples, descriptions, brochures, standards and manuals furnished by Seller or Buyer, (e) be merchantable (f) be of good material and workmanship, and be free from defect, (h) be selected, designed (to the extent designed by Seller), performed, manufactured and assembled by Seller based upon Buyer's stated use and be fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer, and (i) be designed and fabricated to be capable of reliably manufacturing all production and satisfy service requirements of the relevant goods through the production life of the applicable vehicle program(s) and all service requirements after the end of serial production of the applicable vehicle program(s), Buyer's approval of any design, drawing, material, process or specifications will not relieve Seller of these warranties. The foregoing warranties are in

addition to those available to Buyer by law and will survive delivery, inspection and payment. In addition to, and not in lieu of, Seller's obligations under this Section 8, Seller will assign to Buyer, and use its best efforts to assist Buyer in the enforcement of, the benefits of any and all warranty terms granted by any manufacturers of any components, supplies, software or materials used in the Equipment.

8.2 Warranty Period. The foregoing warranties will be considered warranties of future performance that continue for the longer of: (i) the period provided by applicable law, (ii) twenty-four (24) months following installation and successful completion of acceptance testing of the Equipment, or (iii) such longer period as may be specified in the Contract. In the case of replacement parts or service tools, the foregoing warranties will apply and will be considered warranties of future performance that continue for the longer of: (i) the period provided by applicable law, (ii) twenty-four (24) months following receipt of such parts or tools, or (iii) such longer period as may be specified in the Contract.

8.3 Remedies and Damages. If any Equipment, Services, replacement parts or service tools are determined to fail to conform to the warranties set forth in this Contract, in addition to Buyer's other available rights and remedies, Seller shall reimburse Buyer for all direct, incidental or consequential damages (including reasonable attorney and professional fees), losses, costs, expenses and fees caused by such nonconforming Equipment, Services, replacement parts or service tools. Such costs and damages may include, without limitation, costs, expenses and losses of Buyer and/or its customers arising from (i) inspection, testing, repair or replacement of any nonconforming Equipment, Services, replacement parts or service tools, any system or component that incorporates such nonconforming Equipment, Services, replacement parts or service tools, or of any goods made using such nonconforming Equipment, Services, replacement parts or service tools, (ii) production interruptions or slowdowns resulting, in whole or in part, from the use of nonconforming Equipment, Services, replacement parts or service tools, (iii) offlining of vehicles or component systems as a result, in whole or in part, of the use of nonconforming Equipment, Services, replacement parts or service tools, and (iv) field service campaigns and other corrective service actions, including, without limitation, the amounts paid to distributors and/or dealers for materials and replacement parts (including reasonable markup to recover administrative costs or other capital expenses) and the labor costs to perform such work, resulting, in whole or in part, from the use of nonconforming Equipment, Services, replacement parts or service tools.

9. INGREDIENTS AND HAZARDOUS MATERIALS

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (a) a list of all ingredients in the Equipment, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Prior to, and together with, the shipment of the Equipment, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the Equipment, containers and packing) of any hazardous or restricted material that is an ingredient or a part of any of the Equipment, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Equipment, containers and packing. Upon Buyer's request, Seller will certify to Buyer in writing the origin of any ingredients or materials in the Equipment. Seller will promptly provide, in writing, any information regarding the Equipment requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.

10. INSOLVENCY OF SELLER

In any of the following or any similar events Buyer may immediately terminate this Contract without any liability to Seller whatsoever: (a) insolvency or financial difficulties of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, (e) execution of an assignment for the benefit of creditors by Seller, or (f) Seller needs accommodations from Buyer, financial or otherwise, to meet its obligations under this Contract. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Contract is terminated, including, but not limited to, all attorney or other professional fees.

11. TERMINATION FOR BREACH

Buyer may terminate all or any part of this Contract without any liability to Seller whatsoever if Seller (a) repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties, (b) fails to perform or threatens not to perform Services or deliver Equipment in accordance with this Contract, or (c) fails to assure timely and proper completion of Services or delivery of Equipment.

12. TERMINATION FOR CONVENIENCE

In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. Upon receipt of notice of termination, Seller will immediately stop all work under the Contract and cause any of its suppliers or subcontractors to cease such work. Buyer will pay to Seller, as Seller's sole and exclusive recovery, the lesser of (i) Seller's actual, verifiable cost for direct labor and other authorized expenses reasonably incurred pursuant

to this Contract before Seller's receipt of notice of termination, or (ii) the value of the conforming Work in Progress (as defined in Section 18) completed by the Seller before receipt of the notice of termination as reflected as a percentage of the total purchase price less any previous payments by Buyer.

Except as provided in this Section 12, Buyer will not be liable for and will not be required to pay Seller, directly or on account of claims by Seller's subcontractors or suppliers, any other amounts, including, without limitation, for loss of anticipated profits, unabsorbed overhead, product development and engineering costs, unamortized depreciation, capital expenditures, general and administrative burden costs, work done or expenses incurred after the receipt of notice of termination or any other costs as a result of Buyer's termination of the Contract for convenience.

13. TECHNICAL INFORMATION AND INTELLECTUAL PROPERTY

13.1 Information Disclosed by Seller. Seller will create, maintain, update, and provide to Buyer, in compliance with Buyer's drafting and math data standards, all technical information about the Equipment and its design and manufacture and the Services which is reasonably necessary or requested by Buyer in connection with its use of the Equipment and Services, including, without limitation, the engineering validation and qualification of the Equipment and Services for automotive production and other applications and compliance with any legal or regulatory requirements. Such technical information will not be subject to any use or disclosure restrictions, except as provided in Section 13.2 below.

13.2 Waiver of Claims. Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's customers or their respective suppliers with respect to any technical information that Seller shall have disclosed, or may hereafter disclose, in connection with the Equipment or Services covered by this Contract.

13.3 Repair and Rebuild. Seller authorizes Buyer, its affiliates, agents and subcontractors, and Buyer's customers and their subcontractors to repair, reconstruct or rebuild the Equipment delivered under this Contract without payment of any royalty or other compensation to Seller.

13.4 Software and Written Works. Seller grants to Buyer a permanent, paid-up license to use, repair, modify and sell any operating software incorporated in the Equipment in conjunction with the use or sale of the Equipment. In addition, all works of authorship, including without limitation, software, computer programs and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, which are created in the course of performing this Contract, separately or as part of any Equipment and components, are "works made for hire" and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller hereby assigns to Buyer all right, title and interest in any intellectual property rights in such works of authorship. If such assignment is not possible under any applicable law, Seller hereby grants an exclusive, royalty-free license to Buyer with respect to such works of authorship.

13.5 Development, Engineering And Consulting Services. Engineering, consulting or development services ("Development Services") funded under this Contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property ("IP") shall be the sole property of Buyer. Seller agrees to assign all right, title and interest in and to IP that results from Development Services ("Developed IP") to Buyer. Seller shall notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect its right, title and interest in Developed IP, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

13.6 Buyer's Intellectual Property. Buyer remains the owner of any Buyer Information (as defined in 17.6 below) and any drawings, models, patterns, tools, dies, jigs, specifications or other documents (collectively "Buyer's IP") that Buyer provides to Seller. Without Buyer's written consent, Buyer's IP may not be used for the Seller's own purposes or for any other purpose or made available to third parties and may be used only for the purpose of the delivery of Equipment and Services to Buyer. Buyer may request at any time that Buyer's IP be returned. Seller shall not, without first obtaining the written consent of Buyer, in any manner publish Buyer's name or otherwise indicate that Seller has furnished or contracted Equipment or Services to Buyer.

14. INDEMNIFICATION

14.1 Infringement. Seller will defend, hold harmless and indemnify Buyer and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting damages and expenses (including, without limitation, attorney and other professional fees and disbursements) relating to the Equipment or Services covered by this Contract, including any claims in circumstances where Seller has provided only part of the Equipment or Services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications. If Seller is obligated to indemnify under this Section, then Buyer may, at its option, participate in the defense of any claim with its own counsel, at Seller's

expense. Seller shall have the right to settle or compromise any suit, claim or proceeding at its discretion, provided that the terms of the settlement or compromise provide for the unconditional release of Buyer, and the settlement or compromise requires the payment of monetary damages only. Seller shall not settle, without Buyer's prior written consent, any suit, claim or proceeding which imposes upon Buyer any obligation, or in any way prejudices the rights of Buyer, other than as set forth herein. Any other settlement or compromise requires prior written approval from Buyer.

14.2 Activities on Buyer's Premises. Seller will defend, hold harmless, and indemnify Buyer from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's customer's premises or the use of the property of Buyer or any customer of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer or Buyer's customer. If Seller is obligated to indemnify under this Section, then Buyer may, at its option, participate in the defense of any claim with its own counsel, at Seller's expense.

14.3 General. Seller will defend, hold harmless, and indemnify Buyer and Buyer's customer from and against any and all claims, liability, damages, recall and other costs and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any breach of warranty made by Seller or other obligation by Seller under these M&E T&Cs or other defect or unsafe condition with respect to any Equipment or Service supplied by Seller. If Seller is obligated to indemnify under this Section, then Buyer may, at its option, participate in the defense of any claim with its own counsel, at Seller's expense.

15. COMPLIANCE WITH LAWS

Seller, and any Equipment and/ or Services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Equipment and/or Services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of Equipment and/ or Services under this Contract. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this Section.

16. INSURANCE

Seller will obtain and maintain, with carriers reasonably acceptable to Buyer, no less than the insurance coverage listed below along with any additional amounts and coverage as may be reasonably requested by Buyer or (to the extent directed by Buyer) customer(s), in each case naming Buyer and its affiliates (as applicable) as "loss payee(s)" and "additional insured(s)". With respect to any such insurance coverage, Seller will furnish to Buyer either a certificate evidencing satisfaction of all the insurance requirements under this Contract or certified copies of all insurance policies within ten (10) days of Buyer's request. The certificate must provide that Buyer will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract. Minimum coverage is as follows:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers compensation	Statutory
Employer's liability	US\$500,000 / each accident, disease, policy limit, disease each employee
Commercial general liability insurance, including contractual liability coverage	US\$5,000,000 / each occurrence, general aggregate, products & completed operations aggregate
Commercial automobile liability Insurance covering all owned, hired and non-owned vehicles	US\$1,000,000 / each occurrence, combined single limit
Property insurance	Replacement value
Business interruption / extra expense insurance	US\$5,000,000 / each occurrence

17. BUYER'S PROPERTY AND INFORMATION

17.1 Acquisition of Tooling and Materials. To the extent that this Contract covers Buyer's purchase of, or reimbursement to Seller for, any tooling, jigs, dies, gauges, fixtures, molds, patterns, equipment, supplies, materials and other items (collectively, "Tooling and Materials") to be used in connection with Seller's actual or anticipated supply of Equipment to Buyer, Seller will acquire such Tooling and Materials and Buyer shall pay to or reimburse Seller the lower of (i) the amount specified in this Contract for such Tooling and Materials or (ii) Seller's actual out-of-pocket cost to acquire the Tooling or Materials from an unrelated third party or, if the Tooling and Materials are constructed or fabricated by Seller or any affiliate of Seller, the actual direct costs for materials, labor and overhead associated with such construction and fabrication. Seller shall assign to Buyer any contract rights or claims in which Seller has an interest with respect to such Tooling and Materials. Seller shall establish a reasonable accounting system that readily enables the identification of Seller's costs as described above. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any such Tooling and Materials. Upon Seller's acquisition of such Tooling and Materials, title thereto shall vest immediately in Buyer and such Tooling and Materials shall be held as "Buyer's Property" by Seller in accordance with this Section 17.1 – 17.5.

17.2 Bailment of Buyer's Property. All Tooling and Materials which Buyer furnishes, either directly or indirectly, to Seller or which Buyer buys, or is obligated to buy from, or gives reimbursement to, Seller in whole or in part collectively, "Buyer's Property") will be and remain the property of Buyer and be held by Seller on a bailment basis. Title to all replacement parts, additions, improvements and accessories purchased by Seller will vest in Buyer immediately upon attachment to or incorporation into Buyer's Property.

17.3 Seller's Duties with Respect to Buyer's Property; Waiver of Liens. While Buyer's Property is in Seller's possession and until Seller delivers Buyer's Property back to Buyer, Seller bears the risk of loss, theft and damage to Buyer's Property. Seller will at all times: (a) regularly inspect, maintain in good condition, and repair Buyer's Property at Seller's own expense, (b) use Buyer's Property only for the performance of this Contract, (c) deem Buyer's Property to be personal property, (d) conspicuously mark Buyer's Property as the property of Buyer and maintain such markings, (e) not commingle Buyer's Property with the property of Seller or with that of a third person, (f) not move Buyer's Property from Seller's applicable shipping location (as shown by the shipping address of Seller) without prior written approval from an authorized employee of Buyer, and (g) use Buyer's Property in compliance with Buyer's or the manufacturer's instructions and in compliance with all federal, state and local laws, ordinances and regulations. Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert, any claims of ownership to or any other interest in Buyer's Property. As a continuing condition of Seller's possession and/or use of Buyer's Property, Seller, for itself and its successors and permitted assignees, shall ensure that no third party obtains any lien, including a mechanic's lien, or other right in Buyer's Property and hereby irrevocably waives and relinquishes, and agrees to obtain from any third party claiming any such lien or other right a written waiver and relinquishment of all rights, if any, to any lien or other right whatsoever with respect to Buyer's Property. To the extent that any common law or statutory provision should be deemed applicable to Buyer's Property and/or the Contract and should confer upon or create in favor of Seller any lien, right or remedy, whether for work performed on or goods produced using Buyer's Property, to the greatest extent permitted by law, Seller, for itself and its successors and permitted assignees, hereby irrevocably waives and relinquishes any and all such liens, rights, and remedies, and agrees that its rights and remedies with respect to the Contract and Buyer's Property are exclusively provided for in these M&E T&Cs. Seller will be responsible for replacing or repairing, in Buyer's sole discretion, Buyer's Property if it is stolen, damaged or destroyed regardless of cause or fault.

17.4 Return of Buyer's Property. Seller agrees that Buyer has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Buyer's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Upon Buyer's request and in accordance with Buyer's instructions, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) FCA (Incoterms 2010) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer's Property or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the location Buyer designates. If Seller does not release and deliver any Buyer's Property in accordance with this Section 17.4, Buyer may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property.

17.5 Disclaimer of Warranties. Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein, (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes, and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer will not be liable to

Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages and/or personal injury or death.

17.6 Use of Buyer's Information. Seller will (i) keep all Buyer's Information (as defined below) confidential and disclose it only to Seller's employees who need to know such Buyer's Information in order for Seller to supply Equipment to Buyer under this Contract and will not share it with any third parties without Buyer's prior written consent, and (ii) use the Buyer's Information solely for the purpose of supplying Equipment to Buyer. Equipment designed, manufactured and/or supplied based on Buyer's Information may not be used for Seller's own use or sold by Seller to third parties without prior express written consent from an authorized employee of Buyer. "Buyer's Information" means all information provided to Seller by Buyer or its representatives or subcontractors in connection with the business, programs, Equipment covered by this Contract, including, without limitation, pricing and other terms of this Contract, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Buyer's Information also includes any materials or information that contain, or are based on, any Buyer's Information, whether prepared by Buyer, Seller or any other person. Seller agrees to cause its employees, contractors, officers, directors, agents and representatives to be bound by and comply with the foregoing restrictions regarding the use of Buyer's Information.

18. WORK IN PROGRESS

All Work in Progress (as defined below) shall be and remain the property of Buyer and be held by Seller on a bailment basis, irrespective of the amount or value of progress payments, if any, then made by Buyer. Upon Seller's acquisition, creation, or development of such Work in Progress, title thereto shall vest immediately in Buyer and such Work in Progress shall be held as "Buyer's Property" by Seller in accordance with Section 17.1 – 17.5.

"Work in Progress" shall mean, at any time, the partially completed Equipment, any work in progress with respect to the same, any components, supplies, materials, or other items acquired by Seller for the purpose of performing its obligations under this Contract, and any work subcontracted by Seller in support of such performance of its obligations.

19. MAINTENANCE OF EQUIPMENT

Seller will provide Buyer with a complete and comprehensive preventative maintenance plan for Equipment before final acceptance at Buyer's designated facility. The plan must include at least one (1) complete hard set and one (1) digital copy of the maintenance and operating manuals for all Equipment purchased by Buyer, as well as a detailed bill of material. Seller warrants to Buyer and its affiliates and their respective customers and their successors and assigns, that the Equipment will operate safely at quoted production rate and/or cycle times as stated in Buyer's specifications, for the stated expected useful life if Buyer follows the preventative maintenance plan provided by Seller. Upon Buyer's request, Seller will provide to Buyer a complete copy of all source code and other software-related information as is reasonably necessary for Buyer to maintain and support any software incorporated into the Equipment.

To the extent any of the Equipment purchased by Buyer under the Contract is in the possession of Seller or Seller's permitted assignee or subcontractor and unless otherwise directed in writing by Buyer, Seller and/or Seller's permitted assignee or subcontractor will maintain such Equipment in the name of Buyer and for Buyer's benefit for at least fifteen (15) years following the end of production for the vehicle program for which such Equipment is used, and to the extent used for multiple vehicle programs, for at least fifteen (15) years following the end of production for the last end of production date out of all of the programs. Thereafter, the Equipment will be returned to Buyer in accordance with Buyer's written instructions.

20. TRAINING

If training is required for the Equipment to be properly used then Seller shall provide such training for a reasonable number of Buyer's employees. Unless agreed otherwise in writing by Buyer, all costs associated with training, including but not limited to travel, lodging, meals, manuals, schematics and instructors' time shall be totally borne by Seller.

21. SERVICE AND REPLACEMENT PARTS

Seller shall make available to Buyer, for purchase at the prices set forth in the Contract, repair and replacement parts and service tools to properly support and maintain the Equipment for a period of fifteen (15) years following the end of production for the last end of production date out of all of the programs, or such other period of time specified in the Contract.

22. REMEDIES AND INJUNCTIVE RELIEF

The rights and remedies reserved to Buyer in this Contract are cumulative with, and in addition to, all other or further remedies provided in law or equity. Seller will reimburse Buyer for any direct, indirect, incidental, consequential or other damages (including lost profits) caused or required by Seller's breach of this Contract. Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of this Contract by Seller with respect to its timely delivery of Equipment to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and injunctive or other equitable relief to enforce this Contract, without any requirement of a bond or other security to be provided by Buyer.

23. CUSTOMS AND EXPORT CONTROLS

23.1 Credits and Refunds. Transferable credits or benefits associated with or arising from Equipment purchased under this Contract, including trade credits, export credits or rights to the refund of duties, taxes or fees, belong to Buyer. Seller will, at its expense, provide all information necessary (including written documentation and electronic transaction records in Buyer-approved formats) to permit Buyer to receive these benefits, credits, or rights. Seller will furthermore, at its expense, provide Buyer with all information, documentation, and electronic transaction records relating to the Equipment necessary for Buyer to fulfill any customs-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Buyer to claim preferential duty treatment for Equipment eligible under applicable trade preference regimes, and to make all arrangements that are necessary for Equipment to be covered by any duty deferral or free trade zone program(s) of the country of import. Seller will, at its expense, provide Buyer or Buyer's nominated service provider with export documentation to enable the Equipment to be exported, and obtain all export licenses or authorizations necessary for the export of the Equipment unless otherwise indicated in this Contract, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licenses or authorization(s).

23.2 Customs-Trade Partnership Against Terrorism. To the extent any Equipment covered by this Contract is to be imported into the United States of America, Seller shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller shall certify in writing its compliance with the C-TPAT initiative.

24. SETOFF

With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, including, without limitation, direct and indirect losses, costs and damages resulting from Seller's failure to timely delivery of any Equipment, the failure of any Equipment to conform to applicable warranties or other breach by Seller of this Contract, in addition to any right of setoff or recoupment provided by law, Buyer may at any time, as applicable, recover, recoup or setoff such amounts by deducting such amounts from any sums that are, or will become, owing, due or payable to Seller or Seller's affiliates by Buyer or Buyer's affiliates.

25. NO ADVERTISING

Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer with Equipment covered by this Contract or use any trademarks or trade names of Buyer without Buyer's prior written consent.

26. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise thereof preclude other or further exercise thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract.

27. ASSIGNMENT AND CHANGE IN CONTROL

Buyer may assign its rights and obligations under this Contract without Seller's prior written consent. Seller may not assign, subcontract or delegate its rights or obligations under this Contract without the prior written consent from an authorized employee of Buyer. In the event of any approved assignment (including, without limitation, subcontract), sale or delegation authorized by Buyer, Seller retains all responsibility for the Equipment, including all related warranties and indemnification obligations stated in these M&E T&Cs, unless otherwise expressly agreed in writing by Buyer. In addition, Buyer may terminate this Contract on sixty (60) days' advanced notice to Seller, without any liability to Seller whatsoever, if Seller (i) sells, or offers to sell, a material portion of its assets or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that effects a change in the control of Seller or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a change in the control of Seller.

28. RELATIONSHIP OF PARTIES

Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

29. GOVERNING LAW AND JURISDICTION

29.1 U.S. Contracts. If any of the following apply: (i) this Contract is issued by Buyer from a location within the United States of America or its territories (as shown by the issuing address of Buyer), (ii) this Contract is issued, in whole or part, for Equipment or Services to be shipped to a Buyer location within the United States of America or its territories (as shown by the ship to or receiving address of Buyer) or (iii) Seller's applicable shipping location is within the United States of America or its territories (as shown by the shipping address of Seller), then: (a) this Contract is to be construed according to the laws of the United States of America and the State of Michigan, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice-of-law provisions that would require application of any other law, and (b) with respect to any action, litigation or proceeding of any kind whatsoever arising out of, or in connection with, this Contract, each party irrevocably submits to the exclusive jurisdiction of and venue in the United States District Court for the Eastern District of Michigan or in any state court of Michigan sitting in Oakland County, Michigan, and specifically waives any and all objections to such jurisdiction and venue.

29.2 Non-U.S. Contracts. In all cases not covered by Section 29.1 above, (a) this Contract is to be construed according to the laws of the country (and state or province, if applicable) of Buyer's location as shown by the issuing address of Buyer as set forth in this Contract, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice-of-law provisions that would require application of any other law; (b) any legal or equitable action or proceedings by Buyer against Seller arising out of, or in connection with, this Contract may be brought by Buyer in the court having jurisdiction over Seller or, at Buyer's option, in the court having jurisdiction over Buyer's location as shown by the issuing address of Buyer, in which event Seller consents to such jurisdiction and venue, including service of process in accordance with applicable procedures; and (c) any legal or equitable actions or proceedings by Seller against Buyer arising out of, or in connection with, this Contract may be brought by Seller only in the court(s) having jurisdiction over Buyer's location as shown by the issuing address of Buyer.

30. SEVERABILITY

If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract will remain in full force and effect.

31. RIGHT TO AUDIT AND INSPECT

Seller grants Buyer access to Seller's premises and all Seller's relevant books, records, income statements, balance sheets, cash flow statements, payroll data, receipts and other related supporting data, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to (i) substantiate any charges and other matters under this Contract and (ii) assess Seller's ability to perform its obligations under the Contract. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under this Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits by Buyer. Any such audit or inspection conducted by Buyer or its representatives will not constitute acceptance of any Equipment or Service (whether in progress or finished), relieve Seller of any liability under this Contract or prejudice any rights or remedies available to Buyer.

32. ENTIRE AGREEMENT, MODIFICATIONS, AND BUYER'S WEBSITE

This Contract constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements, with the exception of any non-disclosure agreements and then only to the extent they have terms of confidentiality that conflict with these M&E T&Cs. This Contract may only be modified by a written contract amendment issued by Buyer. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Contract will not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar Equipment, Services or subject matter as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer's claims, rights, or remedies.

Buyer may modify Purchase Order terms and conditions from time-to-time by posting revised Purchase Order terms and conditions to Buyer's internet website (or such other website as may be directed through links available on such website) as specified on the face of the Purchase Order ("Buyer's Website") at <http://www.nexteer.com/doing-business-with-nexteer-2/>, prior to the date when any modified terms and conditions become effective. Such revised Purchase Order terms and conditions shall apply to all purchase order revisions/amendments/alterations and new Purchase Orders issued on or after the effective date thereof. Seller

shall be responsible to review Buyer's Website periodically. In the event of any inconsistency between the Purchase Order and Buyer's Website, the terms of the Purchase Order shall prevail, unless the requirements specified on Buyer's Website expressly provide otherwise.

33. TRANSLATIONS

Buyer may provide various translated versions of these M&E T&Cs for informational purposes only. However, the English language version of these M&E T&Cs will apply in the event of any disagreement over the meaning or construction of any translated version of these M&E T&Cs.

34. WAIVER OF JURY TRIAL

BUYER AND SELLER ACKNOWLEDGE THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY CONTRACT OR OTHER DOCUMENT PERTAINING TO ANY CONTRACT.

35. CLAIMS BY SELLER

Any legal action or arbitration proceedings by Seller under any Contract 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.

36. BATTLE OF THE FORMS NOT APPLICABLE

The parties have agreed and it is their intent the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to these M&E T&Cs or to any invoice or acceptance form of Seller relating to these M&E T&Cs. It is the parties' intent these M&E T&Cs 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 M&E T&Cs, these M&E T&Cs shall control.

37. TRAVEL

Buyer will reimburse Seller for reasonable travel and other expenses incurred while performing the obligations required pursuant to this Agreement, according to Buyer's current travel policy in place as of the effective date of the Agreement, copies of which are available upon request. All travelers are expected to exercise discretion and good judgment when incurring business-related expenses, and to work to minimize expenses whenever possible. All travel not deemed necessary is to be avoided.