



ADDENDUM (FOR EUROPE) TO THE GENERAL TERMS AND CONDITIONS OF NEXTEER AUTOMOTIVE

Operating under the following legal entities:

**Nexteer Automotive Poland Sp. z.o.o
Nexteer Automotive Germany GmbH
Nexteer Automotive Italy Srl
Nexteer Automotive France
Nexteer Otomotiv Sanayi ve Ticaret Limited Sirketi**

[Effective October 1, 2015]

This Addendum between Buyer and Seller constitutes an addendum to the Contract referred in Section 1 of the General Terms and Conditions of Nexteer Automotive. All capitalized undefined terms used in this Addendum shall have the meanings given to them in the General Terms and Conditions of Nexteer Automotive. It governs all purchase orders and/or long term contracts entered into between any of the above referenced Nexteer entities as Buyer and Seller related to any goods and/or services to be provided by Seller to such Buyer.

Seller and Buyer now desire to amend the Contract in the respects, but only in the respects, hereinafter set forth.

Article 1 – Termination for Convenience

Section 11 of the General Terms and Conditions is modified as follows:

“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 providing reasonable notice to Seller in writing to the extent required by applicable law and without any liability to Seller except to the extent set forth in this Section 11.** Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work-in-process and finished goods inventory related to the goods under this Contract which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Seller’s sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer’s written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw



materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller will submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

Article 2 – Governing Law and Jurisdiction - Non-U.S. Contracts

Section 26.2 of the General Terms and Conditions shall be modified as follows:

“In all cases not covered by Section 26.1 above, (a) this Contract is to be construed according to the laws of the country (and state or province, if applicable) where **Buyer is incorporated or organized**, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that 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 **civil court** having jurisdiction over Seller or, at Buyer’s option, in **civil court** having jurisdiction **where Buyer is incorporated or organized**, 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 **civil court** having jurisdiction **where Buyer is incorporated or organized**.”

This Addendum shall be construed in connection with and as part of the Contract and except as modified by this Addendum, all the provisions contained in the Contract are hereby ratified and shall remain in full force and effect.

Agreed to and accepted by:

Buyer: _____

Seller: _____

Date: _____

Date: _____



SPECIFIC PROVISION FOR ITALY

Seller has read, understood and agrees to be bound by the following sections of the General Terms and Conditions as modified by this Addendum:

- Section 6:** "Force Majeure"
- Section 7:** "Warranty", including Section 7.2 "Warranty Period"
- Section 11:** "Termination for Convenience", as modified by Article 1 of this Addendum
- Section 12.2:** "Technical Information - Waiver of Claims"
- Section 12.4:** "Technical Information - Software and Written Works"
- Section 13:** "Indemnification"
- Section 17.2:** "Buyer's Property and Information - Bailment of Buyer's Property"
- Section 17.4:** "Buyer's Property and Information - Return of Buyer's Property"
- Section 17.5:** "Buyer's Property and Information - Disclaimer of Warranties"
- Section 21:** "Buyer's Recovery Right"
- Section 24:** "Assignment and Change in Control"
- Section 26.2:** "Governing Law and Jurisdiction - Non-U.S. Contracts", as modified by Article 2 of this Addendum.

Signed by Seller on the _____ day of _____, 20__

By: _____

Name:

Title: