



ADDENDUM TO THE GENERAL TERMS AND CONDITIONS OF NEXTEER AUTOMOTIVE

Operating under the following legal entities:

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.

(Applicable to the Contracts between Buyer with a registered address in the People's Republic of China ("China") and Seller with a registered address in China)

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

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

1. Governing law and Jurisdiction

Section 26 of of the General Terms and Conditions shall be replaced in its entirety by the following clauses:

“ (a) **Governing Law.** This Contract (including the Nexteer GENERAL TERMS AND CONTITIONS) shall be governed by and construed in accordance with the laws of China, 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) **Jurisdiction.** Seller and Buyer agree that any disputes arising from, out of, or in connection with this Contract shall be submitted to arbitration in Beijing, China in accordance with the Arbitration Rules of China International Economic and Trade Arbitration Commission (the “CIETAC”) then in force. Prior to such submission, the parties shall endeavor through friendly consultations to settle the dispute. Such consultations shall begin immediately after one Party has delivered to the other Party a notice requesting such consultation. If within thirty (30) days following the date on which such notice is given the dispute cannot be settled through consultations, then the dispute shall be submitted to arbitration as aforesaid.

Unless otherwise agreed by Seller and Buyer, the arbitration tribunal shall consist of three (3) arbitrators to be appointed in accordance with the CIETAC Rules. Unless otherwise agreed by Seller and Buyer, the language of the arbitration shall be English. Seller and Buyer acknowledge



and confirm that the arbitration award shall be final and binding upon Seller and Buyer, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto, and the immunity power, if any, is waived. Judgment upon the arbitration award may be entered in any court having jurisdiction over the party against whom enforcement is sought or such party's property. The foregoing, however, shall not preclude the parties from applying any preliminary or injunctive remedies available under applicable laws for any purpose, including, but not limited to, securing the subsequent enforcement of an arbitration award. Each party shall be responsible for its respective legal expenses arising from the negotiation and execution of this Contract. However, the prevailing party in arbitration proceedings shall be entitled to an award of reasonable cost, including, but not limited to, attorney's fees arising from the arbitration proceedings, and the specific amount of such compensation shall be determined by the arbitrator(s). ”

2. Language

Section 30 of the General Terms and Conditions shall be replaced in its entirety by the following clause:

“This Contract shall be signed in both Chinese and English language versions. Each party confirms that it has checked and approved both language versions. In case of any conflict or inconsistency between the two language versions, the English version shall prevail.”

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 : _____