

Terms and Conditions of Sale Omron North American Automotive Group

Offer and Acceptance. Each purchase order Buyer issues (“**Purchase Order**”) is Buyer’s offer to purchase the products (“**Products**”) and services (“**Services**”) identified in that Purchase Order. Seller will be deemed to have accepted such an order for products and related quantity and delivery terms, subject to these terms and conditions, (1) if Seller fails to object to it in writing within 10 business days after receipt and has begun or later begins performance under the Purchase Order, or (2) if Seller acknowledges in writing its acceptance of the Purchase Order. Upon acceptance, the quantity and delivery terms in the order, together with these General Terms and Conditions and any of Seller’s specifications, and Buyer’s quality requirements, approved in writing by Seller, will become a binding contract between Buyer and Seller (collectively, the “**Contract**”).

1.2 Changes. Buyer may from time to time by notice to Seller make reasonable changes, within the scope of the Contract, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or other requirements prescribed in the Contract. At Seller’s request with appropriate supporting documentation, the parties will agree upon an equitable adjustment to the Contract prices and times for performance as a result of Buyer’s changes. Contract changes must be in writing signed by Buyer’s authorized representative, and Buyer will not unreasonably withhold or delay consent to a Contract change proposed by Seller.

2. Products and Services.

2.1 Quantity. If quantities or delivery schedules are not specified in the Contract, they will be as reasonably determined by Buyer and stated in Buyer’s firm releases issued to Seller from time to time. Buyer may return over-shipments to Seller at Seller’s expense. Unless otherwise specifically stated in the Contract, the Contract is not exclusive and Buyer may purchase similar products and services from third parties, subject to **Section 10.1**.

2.2 Past-Model Service Requirements. Seller will make Products available to Buyer for Buyer’s

past-model service requirements for a period of 7 years after Buyer completes current-model purchases of those Products from Seller. The parties will negotiate in good faith the prices, quantities and delivery terms for past-model service Products based on the availability and cost of needed materials, supplies, and skilled workers, the additional costs for equipment setup, packaging, and the like, and other relevant factors.

3. Delivery.

3.1 Packing and Shipment. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with Buyer’s instructions, including labeling and hazardous materials instructions. If Buyer has not provided packing or shipping instructions, Seller will pack and ship Products in accordance with sound commercial practices. If Seller is required to use Buyer’s returnable packaging, Seller will be responsible for cleaning and returning the returnable packaging. If Buyer’s returnable packaging is not available, Seller may use expendable packaging and Buyer will reimburse Seller for the reasonable costs of expendable packaging.

3.2 Delivery Schedules. Unless otherwise stated in the Contract, Products will be delivered F.C.A. Seller’s dock (Incoterms 2000) and title will transfer upon receipt of the Products by the freight carrier. If Products are not ready for delivery in time to meet Buyer’s shipping schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation. Buyer will also be responsible for additional costs of expedited or other special transportation that Buyer may request for reasons other than a delay caused by Seller.

4. Inspection.

Buyer may, upon reasonable advance notice to Seller, inspect production processes and Property and conduct testing at Seller’s premises for the sole purpose of verifying Seller’s performance under the Contract. Seller may restrict Buyer’s access as necessary to protect proprietary information. Buyer is not required to inspect Products delivered or Services performed, and no inspection or failure to

inspect will reduce or alter Seller's obligations under the Contract.

5. Taxes.

Unless otherwise stated in the Contract, the Contract price 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.

6. Payment; Pricing.

Payment terms are as set forth in the Contract. If not otherwise stated, payment terms are net 30 days. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products and performance of Services,. Seller prefers payment by electronic funds transfer but will, subject to separate agreement, will accept payment by check or other cash equivalent. Buyer will pay Seller in the currency specified in the Contract or, if none is specified, in the currency of Seller's shipping or service location. Unless Seller consents in writing, Buyer may not setoff or deduct amounts owed to Buyer by Seller's affiliates or others who are not parties to the Contract. In the event of a significant change in raw material prices or in the Yen-Dollar exchange rate, the parties shall negotiate an equitable price adjustment based on such change.

7. Product Warranties.

7.1 Seller's Warranties. Seller warrants to Buyer that (1) the Products will be free from defects in workmanship and materials, and will conform to the specifications, drawings, samples and performance requirements incorporated in the Contract, and (2) Seller has and will transfer to Buyer ownership and good title to Products delivered and Services provided, free of all liens, encumbrances, and rights of third parties (except those created by Buyer). The warranty in clause (1) will continue for the warranty period specified in the Contract. The warranty in clause (2) will continue for the life of the Products and Services. Unless otherwise specifically stated in the Contract, Seller does not warrant the design of the Products or their fitness

for any particular purpose. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF NON-INGRIMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7.2 Non-Conforming Products. Buyer's sole remedy for Products or Services that do not conform to the warranties in **Section 7.1** will be to reject the non-conforming Products or Services or to require Seller, at Seller's option and expense (including applicable shipping costs), to either repair or replace the non-conforming Products or Services. To the full extent possible, Buyer will provide Seller with access to any available warranty data related to the Products and any available field-returned Products. Buyer will also provide Seller with an opportunity to participate in any root cause analysis performed by Buyer concerning the Products.

7.3 Recalls. This **Section 7.3** applies to any voluntary or government-mandated offer by Buyer (or the vehicle manufacturer) to vehicle purchasers to remedy an alleged defect that affects motor vehicle safety or to address an alleged failure of a vehicle to comply with an applicable motor vehicle safety standard or guideline (a "**Recall**"). Except as otherwise stated in the Contract, Seller's liability for costs and damages from a Recall resulting in whole or in part from a failure of the Products to conform to the warranties in **Section 7.1** will be negotiated on a case-by-case basis, based on (1) a good faith allocation of responsibility for the Recall, (2) the reasonableness of the costs and damages incurred, (3) the quantity purchased and Contract price of the affected Products, and (4) other relevant factors. As a condition precedent to Seller's liability under this **Section 7.3**, Buyer must (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Products, (ii) provide Seller with available performance evaluations, accident reports, engineering investigations, and other data relating to the potential Recall, (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customer and governmental agencies regarding the need for and

scope of the Recall, and (iv) consult with Seller about the most cost-effective method of modifying or replacing vehicle systems or component parts, including the Products, in order to remedy the alleged defect or non-compliance.

8. Product Liability.

Seller will indemnify and defend Buyer against third-party claims asserted against Buyer or its customers for bodily injury, death, or property damage and any resulting damages, losses, costs, and expenses (including reasonable legal fees), if and to the extent caused by Seller's design or manufacture of Products or provision of Services. The parties will cooperate with each other to determine the root cause of a defect in or failure of the Products and an equitable allocation of responsibility among all responsible parties. Seller may examine and test all available Products that are subject to a third-party claim. Buyer will endeavor to include Seller in settlement discussions where indemnity has been or will be sought from Seller, and Buyer may not settle or compromise any third-party claim that gives rise to an indemnification claim without Seller's prior written consent, which will not be unreasonably withheld.

9. Compliance with Laws.

Seller will comply with applicable laws, rules and regulations of the country where the Products are manufactured or the Services are performed. Seller will provide Buyer with material safety data sheets regarding the Products and, upon Buyer's request, will provide Buyer with other information reasonably required in order to comply with applicable laws.

10. Intellectual Property Rights.

10.1 Ownership. Except as otherwise mutually agreed by the parties, Seller does not transfer to Buyer any patent, trade secret, trademark, service mark, copyright, or other intellectual property right ("**Intellectual Property Right**") related to the Products or Services, other than the right to incorporate Products purchased from Seller in vehicles and component parts and to sell those vehicles and component parts to the public.

10.2 Indemnification. Subject to **Section 10.3**, Seller will indemnify and defend Buyer and its customers against claims, liabilities, losses,

damages, costs and expenses, including reasonable legal fees, arising out of the proven infringement by the Products of a third-party Intellectual Property Right in (1) the United States, the European Union, or Japan, or (2) another jurisdiction if Seller is aware of the actual or alleged infringement in that other jurisdiction at the time the Purchase Order is issued and fails to disclose it to Buyer within 10 days after accepting the Purchase Order. If a claim under this **Section 10.2** results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using Products for their intended purpose, Seller will at its option and expense (i) secure a license of the Intellectual Property Right that permits Seller to continue supplying the Products to Buyer, (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products, or (iii) replace the Products with non-infringing but practically equivalent Products.

10.3 Limitation of Liability. Seller will have no liability under **Section 10.2** unless Buyer provides Seller with full information, cooperation, and assistance regarding, and authority to defend, a claim covered by **Section 10.2**. Seller will have no liability under **Section 10.2** if and to the extent that a claim of infringement is based on (1) a Product modification made by Buyer or a third party, (2) a Product modification made by Seller at Buyer's request, (3) use or interconnection by Buyer of the Product in combination with other products not made or sourced by Seller, or (4) Products to the extent made to specifications or other directions provided by Buyer or its agents.

11. Property.

11.1 Buyer's Property.

(a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials and other equipment and property used by Seller to manufacture, store and transport Products or provide Services ("**Property**") if (1) the Property is so designated in the Contract, or (2) Buyer or its customer has, according to the contract terms, provided or paid for the Property ("**Buyer's Property**"). Seller will assign to Buyer contract rights or claims in which Seller has an interest with respect to Buyer's Property and execute bills of sale, financing statements or other documents

reasonably requested by Buyer to evidence its or its customer's ownership of Buyer's Property. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property.

(b) Seller will (1) at its expense maintain Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property, (2) at Buyer's request and expense, mark Buyer's Property as belonging to Buyer or its customer, and (3) not remove Buyer's Property from Seller's premises without Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property.

(c) Buyer will pay for Buyer's Property that it is required to purchase at the lesser of (1) the amount specified in the Contract, or (2) Seller's actual cost of the Buyer's Property, if manufactured by a third party, or (3) Seller's actual cost of purchased materials, components and services plus Seller's actual cost of labor and overhead allocable to the Buyer's Property, if manufactured by Seller. Unless otherwise stated in the Contract, final payment for Buyer's Property is due (i) on the vehicle manufacturer's PPAP (Production Part Approval Process) approval date, or (ii) within 90 days after the Property is tendered for PPAP approval if no action has then been taken on the request for PPAP approval.

(d) Seller will immediately return to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property and other property of Buyer or its customers at any time, with or without cause and without payment of any kind unless otherwise provided in the Contract. As requested by Buyer and at Buyer's expense, Seller will either (1) release the requested Property and other property to Buyer F.C.A. Seller's plant (Incoterms 2000), properly packed and marked in accordance with the requirements of Buyer's

carrier, or (2) deliver the requested Property and other property to a location designated by Buyer. If the return or recovery of Buyer's Property or other property renders Seller unable to produce a Product, the return or recovery will be deemed a termination of the Contract with respect to that Product pursuant to **Section 12** or **13**, as applicable.

11.2 Seller's Property. Seller will own all Property that is not Buyer's Property ("**Seller's Property**"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. While a Contract for Products remains in effect, Buyer may purchase Seller's Property used to produce those Products, if no longer needed by Seller to produce Products or products for other customers, for a purchase price equal to the greater of fair market value or Seller's unamortized acquisition cost.

12. Term and Termination.

12.1 Generally. Each Contract will remain in effect for the term (if any) mutually agreed in writing unless earlier terminated by either party (1) by reasonable (but not less than 60 days) notice to the other party, or (2) pursuant to **Section 13** or **16**. If not mutually agreed in writing to be for a specific term, each purchase order and related delivery shall be deemed to be a separate Contract. Upon termination of a Contract, Seller will assist Buyer in locating an alternative source for the Products and Services and in moving production to the alternate source selected by Buyer.

12.2 Long-Term Contracts. If Buyer terminates a Contract mutually agreed in writing to be for more than one year ("**Long-Term Contract**") before the end of its specified term (other than for Seller's Default), Buyer will (1) purchase completed Products at the Contract price and work-in-process and raw materials at Seller's actual cost, and (2) reimburse Seller for reasonable costs actually incurred by Seller as a result of the early termination, including the cost to store the items to be purchased and relocate production to an alternate source and the cost of unreimbursed and unamortized research and development costs, engineering costs, capital equipment, Seller's Property, and supplies and that are unique to the Products.

12.3 *Short-Term Contracts.* If Buyer terminates a Contract issued for one year or less (“**Short-Term Contract**”) before the end of its specified term (other than for Seller’s Default), Buyer will purchase completed Products at the Contract price and work-in-process and raw materials at Seller’s actual cost, in each case to the extent reasonable and authorized in Buyer’s firm releases. If Seller terminates a Short-Term Contract before the end of its specified term (other than for Buyer’s Default), Buyer may purchase completed Products at the Contract price and work-in-process and raw materials at Seller’s actual cost.

12.4 *Property Orders.* If Buyer terminates a Contract for Buyer’s Property before it is fully performed (other than for Seller’s Default), Buyer will (1) purchase the completed Buyer’s Property at the Contract price and work-in-process and raw materials related to the uncompleted work at Seller’s actual cost, and (2) reimburse Seller for reasonable costs actually incurred by Seller as a result of the early termination, including the cost to store the items to be purchased and relocate the work to an alternate source.

13. Default.

13.1 *Events of Default.* Time is of the essence and either party will be in “**Default**” under the Contract if it (1) fails to perform any obligation under the Contract and, if the non-performance can be cured, fails to cure the non-performance within 15 business days after notice from the other party specifying the non-performance, (2) admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors, (3) becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 days after commencement, or (4) fails to provide adequate assurance of performance under the Contract within three business days after written demand by the other party.

13.2 *Remedies.* Subject to **Section 13.3:**

(a) Either party may recover from the other party damages resulting from an event or circumstance that would become a Default with the passage of time or giving of notice or both, regardless of

whether that event or circumstance subsequently becomes a Default.

(b) Upon the occurrence of a Default and while that Default is continuing, the non-defaulting party may terminate the Contract by notice to the defaulting party. If Seller is in Default, Buyer may (1) recover from Seller damages resulting from the Default, including the reasonable costs actually incurred to relocate the work to an alternate source, and (2) purchase completed Products at the Contract price and work-in-process and raw materials at Seller’s actual cost. If Buyer is in Default, Seller may recover damages resulting from the Default, including (i) the Contract price for completed Products and Services and the cost of work-in-process and raw materials, and (ii) the cost of unreimbursed and unamortized research and development, capital equipment, Property, and supplies that are unique to the Products.

(c) If Seller does not release or deliver Buyer’s Property or other property of Buyer or its customers in accordance with **Section 11.1(d)**, Buyer may at Seller’s cost (1) obtain an immediate court order for possession without notice and without posting a bond, and (2) enter Seller’s premises, with or without legal process, and take immediate possession of Buyer’s Property and the other property. To the extent permitted by law, Seller waives any right to object to Buyer’s repossession of Buyer’s Property and the other property in a bankruptcy or other proceeding.

(d) The remedies in this **Section 13.2** are cumulative and are in addition to all other rights and remedies available elsewhere in the Contract or by law.

13.3 *Limitations.* Except as otherwise provided in the Contract, neither party shall be liable for –lost profits or production, incidental, consequential or other similar damages. Further, neither party may recover any other damages or costs as a result of a breach of the Contract by the other party, such as lost profits or market share, damage to brand value, punitive damages, or other general or indirect damages. In addition, Seller’s liability for breach of warranty, product liability, or other theories of liability (whether arising under tort, negligence, contract, warranty, strict liability, indemnification, or otherwise) will be reasonably determined based on the nature, type, price, and profitability of the

Products or Services, industry practices, and the overall volume, scope, and profitability of other business relationships between Seller and Buyer.

14. Confidential Information.

Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by Buyer or Seller in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is apparent at the time of disclosure (“*Confidential Information*”), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Contract without in each case the written consent of the disclosing party. Confidential Information will not include information that (1) is or becomes generally available to the public other than as a result of a violation of this **Section 14** by the receiving party, (2) was obtained by the receiving party on a non-confidential basis from a third party who had the apparent right to disclose it, or (3) is legally required to be disclosed. Buyer and Seller will each use the same degree of care (but not less than a reasonable degree of care) to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure. Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received.

15. Assignment and Subcontracting.

Neither party may assign or subcontract its duties or responsibilities under the Contract without the prior written consent of the other party, which will not be unreasonably withheld. Any attempted assignment or subcontracting by either party without the required consent will not relieve that party of its duties or obligations under the Contract or its responsibility for non-performance or Default by its assignee or subcontractor. If Buyer requires Seller to subcontract all or a portion of its duties or obligations under the Contract to a designated subcontractor, Seller will not be responsible for a

breach of the Contract caused by that subcontractor’s failure to meet its warranty, delivery, or other contractual obligations.

16. Excusable Non-Performance.

A delay or failure by either party to perform its obligations under the Contract will be excused only if (1) caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence, including a labor dispute, and (2) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party by the quickest means available promptly after becoming aware that it has occurred or will occur. If Seller is unable to perform for any reason, Buyer may purchase Products and Services from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

17. Labor Contracts.

Seller will notify Buyer of the contract expiration date at least six months before the expiration of a current labor contract that has not been extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of Products, specifying the quantities of Products required and any packaging and storage requirements. Seller will use commercially reasonable efforts to comply with Buyer’s written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Buyer commits to buy the entire quantity of conforming Products requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.

18. Customs.

Seller will obtain all export licenses and authorizations and pay all export taxes, duties and

fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

19. Insurance.

Prior to commencing work on Buyer's premises or utilizing Buyer's property (including Buyer's Property), Seller will maintain and upon request furnish to Buyer a certificate evidencing (1) general liability insurance with coverage limits reasonably acceptable to Buyer and naming Buyer as an additional insured, (2) all risk property perils insurance covering the full replacement value of Buyer's Property (if applicable) while in Seller's care, custody, or control and naming Buyer as loss payee, and (3) worker's compensation insurance as required by applicable law.

20. Dispute Resolution.

20.1 Negotiation and Mediation. Buyer and Seller will first endeavor to resolve through good faith negotiations any dispute arising under the Contract. If a dispute cannot be resolved through good faith negotiations in a reasonable time, either party may request non-binding mediation by a mediator approved by both parties or, absent that approval, by the National Center for Dispute Resolution.

20.2 Arbitration. If mediation fails to resolve the dispute within 30 days after the first mediation session, either party may submit the dispute to binding arbitration by notice to the other party. The arbitration proceedings will be conducted, and a single arbitrator will be selected, in accordance with the rules of the National Center for Dispute Resolution or other rules approved by the parties, and will be governed by the *United States Arbitration Act*, 9 U.S.C. §§1-16. The arbitration will be conducted at an agreed location or at a location selected by the arbitrator if the parties are unable to agree. The arbitrator will issue a written opinion setting forth the basis for the arbitrator's decision, which may include an award of legal fees and costs. The arbitrator's award will be final and non-appealable absent fraud or manifest error, and judgment on the arbitrator's award may be entered in any court having jurisdiction. While arbitration proceedings are pending, the parties will continue to perform their obligations under the Contract

without setoff for any matters being contested in the arbitration proceedings.

20.3 Litigation. The parties have selected binding arbitration as the sole means to resolve a dispute between them over monetary claims that cannot be resolved through mediation. Either party may pursue through litigation claims that also involve third parties who have not consented to arbitration, claims in litigation commenced by third parties, and claims for injunctive or other non-monetary relief.

21. Miscellaneous.

21.1 Advertising. During and after the term of the Contract, Seller will not advertise or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

21.2 Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract. Buyer and its representatives may audit Seller's records of transactions completed within one year prior to the audit date, to the extent needed to verify the quantities shipped and that the prices charged match the Contract prices. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit uncovers material errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

21.3 Electronic Communication. Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Seller will also comply with any modification to Buyer's specified method of electronic communication after the date of the Contract, subject to **Section 1.2.**

21.4 Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

21.5 Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by

law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

21.6 Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Buyer's request for quotation and Seller's quotation unless specifically incorporated in the Contract. Except as authorized in **Section 1.2**, no subsequent terms, conditions, understandings or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

21.7 Severability. A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract

or the validity or enforceability of that provision in any other jurisdiction.

21.8 Interpretation. When used in these General Terms and Conditions, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa.

21.9 Notices. Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

21.10 Governing Law. Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the internal laws of Michigan. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract.