

**HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC
PARTS DEVELOPMENT
GENERAL TERMS AND CONDITIONS**

1. AGREEMENT. Supplier agrees to sell and deliver the goods or services specified in Hyundai Motor Manufacturing Alabama, LLC's (HMMA) Order in ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THE ORDER, INCLUDING THE SECTIONS REFERENCED IN THE ORDER, THE TERMS OF THIS FORM AND ANY SIGNED DOCUMENTS REFERENCED IN THE ORDER, all of which constitute the entire and final agreement of the parties and cancels and supersedes any prior or contemporaneous negotiation or agreements. By accepting this Order, Supplier acknowledges having actual knowledge of the text of the referenced sections. HMMA'S ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THE ORDER AND ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SUPPLIER'S FORMS OR OTHERWISE PRESENTED BY SUPPLIER ARE REJECTED UNLESS EXPRESSLY AGREED TO BY HMMA AND SUPPLIER SPECIFICALLY WAIVES ITS SIGNED ACCEPTANCE OF THIS ORDER BY HMMA. As used herein, "Order" means a purchase order transmitted to Supplier via HMMA's Electronic Data Interchange system or delivered to Supplier in a paper format. As used herein, "HMMA" shall be deemed to include, where the context or course of dealing requires, Mobis Parts America, LLC (or its successors or assigns) with respect to service and replacement parts only, and these terms and conditions shall apply to service and replacement parts in the same manner and to the same extent as all other goods and services furnished hereunder.

2. ACCEPTANCE. This Order constitutes HMMA's offer to Supplier and is not binding on HMMA until accepted by Supplier. This Order shall be deemed to have been accepted by Supplier upon written, telecopied, or electronic data acceptance thereof by Supplier, or upon Supplier's first shipment or other commencement of performance under the Order by Supplier, whichever occurs first.

3. DELIVERY. (a) Time and quantity are of the essence of this Order. Deliveries shall be made both in quantities and at times and designated place of delivery or destination specified in HMMA's releases or schedules. HMMA shall not be required to accept or make payment for goods delivered to HMMA that are in excess of quantities specified in HMMA's delivery schedules. HMMA may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price for goods or services covered by this Order. Where quantities and/or delivery schedules are not specified, Supplier shall deliver goods in such quantities and times as HMMA may direct in subsequent releases. (b) If the goods subject to this Order were developed by HMMA, or manufactured, in whole or in part, with HMMA Property (as hereinafter defined), or if HMMA paid some or all of the development costs for the goods, then Supplier acknowledges and agrees that it shall sell and deliver the goods exclusively to HMMA, or to its authorized designee, and to no other person or entity. Any such designee authorization is required to be evidenced by a writing signed by HMMA.

4. PREMIUM SHIPMENTS. If Supplier's acts or omissions result in Supplier's failure to meet HMMA's delivery requirements and HMMA requires a more expeditious method of transportation for the goods than the transportation method originally specified by HMMA, Supplier shall ship the goods as expeditiously as possible at Supplier's sole expense.

5. PACKING, MARKING AND SHIPMENT. (a) Supplier will pack, label and ship goods Delivery Duty Paid (DDP) to the named place of destination (including shipping on Saturdays, Sundays and holidays, when requested) in accordance with HMMA's instructions and Automotive Industry Action Group (AIAG) standards, meet carrier requirements and assure delivery free of damage and deterioration. Unless otherwise specified by HMMA, title to the goods furnished under this Order shall pass to HMMA upon delivery at the designated DDP point. Risk of loss or damage to the goods shall remain with Supplier until HMMA has inspected the goods and accepted the goods into its inventory (b) HMMA may specify the carrier and/or method of transportation and Supplier will process shipping documents and route shipments of the goods from the shipping point accordingly. Supplier will comply with all of HMMA's transportation routing instructions, including, but not limited to, mode of transportation, utilization of assigned carrier and identification of the shipping point. Supplier will be responsible for all excess costs incurred because of its failure to comply with HMMA's transportation instructions. (c) HMMA will not be responsible for delays in the payment of invoices if HMMA's invoicing requirements are not met. (d) For goods that may contain potentially hazardous materials, if requested by HMMA, Supplier shall promptly furnish to HMMA in whatever form and detail HMMA requests and Material Safety Data Sheet (MSDS) with (i) a list of all potentially hazardous ingredients in the goods (ii) the quantity of one or more such ingredients and (iii) information concerning any changes in or additions to such ingredients. Before shipping the goods, Supplier agrees to furnish to HMMA sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any

hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions necessary to advise carriers, HMMA, and their respective employees how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to HMMA. Supplier shall comply with all applicable federal, state, provincial and local laws and regulations pertaining to product and warning labels. (e) Supplier shall comply with HMMA's applicable environmental requirements.

6. RELEASE AUTHORIZATION. When deliveries are specified to be in accordance with HMMA's written releases, Supplier will not fabricate or assemble any goods, nor procure required materials, nor ship any supplies, except to the extent authorized by such written releases or provisions of this Order specifying minimum fabrication or delivery quantities.

7. PAYMENT. (a) Supplier will operate in accordance with all applicable payment guidelines provided by HMMA that cover both invoiced items and those handled by HMMA's Evaluated Receipt System (ERS). (b) Payment terms will be as specified in the relevant Order. (c) Supplier agrees that all its accounts with HMMA will be administered on a net settlement basis and that HMMA, may set off and recoup debits and credits, including all of HMMA's attorneys' fees and costs of enforcement, against any of Supplier's accounts.

8. INSPECTION AND REJECTIONS. (a) HMMA and/or, for all purposes of this entire Section 8, its authorized and designated representatives, affiliates, and assigns may inspect and evaluate all goods (including all tooling and material used in their manufacture), and all services at times and places designated by HMMA. Inspections by HMMA shall not supplant Supplier's warranty or other obligations hereunder. Supplier shall develop an inspection agreement including inspection standard with HMMA's approval on agreement scope and conditions. Supplier will perform inspections as designated by HMMA and Supplier will make inspection systems, procedures and records available to HMMA upon request. Notwithstanding payment or any prior inspection, HMMA may revoke acceptance, reject, or require correction and return to the Supplier (at Supplier's expense and risk of loss) any goods delivered or services rendered that do not conform to applicable requirements. This Order is issued for the part specifically identified in the Order and any substitution of material, without prior HMMA approval, will be considered a breach of this Order. In such event, and without limiting its remedies, after notice to Supplier, HMMA may cancel the Order for default under Section 28 hereof, and/or cause the removal of Supplier as a HMMA supplier. (b) If any goods or shipment of goods are rejected as nonconforming by HMMA, Supplier shall, at its cost and as directed by HMMA, either (i) repair such goods, which work shall include, but shall not be limited to, performing such additional work (including the cost of any materials) as is necessary to make such goods fully conforming, or (ii) replace the goods with replacement goods, such replacement goods to be delivered to the HMMA in accordance with any and all instructions provided by HMMA. (c) If HMMA determine in its sole discretion that rework is necessary for the repair of any goods, then HMMA may elect to either perform the rework itself or to have a third party perform the rework. In either case, the cost of such rework shall be (i) offset against the amounts otherwise due Supplier for such rejected goods, or (ii) charged separately to Supplier. Further, HMMA may require that the rework be performed on HMMA's premises by Supplier, in which case HMMA shall provide Supplier with reasonable access to its premises and otherwise assist Supplier with such arrangements as are necessary to perform the rework. In performing rework or replacing rejected goods, Supplier is responsible for segregating and sorting any applicable goods, providing for transportation of the goods and supervising the segregation and removal of the goods, all at its cost. (d) Supplier may use temporary employees and/or a third party to perform rework only with HMMA's prior written consent. At all times, such temporary employees and/or third parties shall be employees and/or independent contractors of Supplier, and not employees or independent contractors of HMMA. Temporary employees and third parties must comply with all of the HMMA's practices, policies, and procedures then in effect when on HMMA's facilities to perform rework, and HMMA may exercise such supervisory control as is necessary to ensure compliance with such practices, policies and procedures. Unless HMMA exercises its right to supervision, it is Supplier's responsibility to supervise temporary employees and third parties performing rework on HMMA's premises. (e) With respect to any rejected goods to be repaired, HMMA will not be deemed to have accepted such goods unless and until the rejected goods are fully repaired to the requirements of this Order and are independently accepted by HMMA following such rework. (f) Rejected goods, if not required to be repaired as provided by this Section 8, shall be removed by Supplier at its cost from HMMA's premises immediately after being notified, and, if not so removed by Supplier, such rejected goods may be disposed of by the HMMA at Supplier's expense. (g) It is the intention of HMMA to attempt to utilize repair or replacement as its principal remedies in the case of rejected goods, but such intention shall not be deemed a limitation of its remedies. If HMMA requires and accepts replacement or reworked goods, such actions shall not be an election of remedies,

nor shall it in any way limit the rights and remedies of HMMA under this Order for the breach by Supplier caused by its tender of rejected goods.

9. LABOR DISPUTES. Supplier will notify HMMA immediately of any actual or potential labor dispute delaying or threatening to delay timely performance of this Order, and will provide all relevant information to HMMA. Supplier will notify HMMA in writing six (6) months in advance of the expiration of any current labor contract affecting Supplier. Prior to the expiration of any labor contract of Supplier, Supplier will establish, at its expense, a forty (40) working day supply of goods in a neutral warehouse site to be located in the United States at least fifty (50) miles from Supplier's manufacturing locations. Such supply of goods will be in place at least fifteen (15) working days prior to the expiration of any such labor contract.

10. FORCE MAJEURE. Any delay or failure of either party to perform its obligations shall be excused if Supplier is unable to produce, sell or deliver, or HMMA is unable to accept delivery, buy or use, the goods or services covered by this Order, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, terrorism, or sabotage (herein "Force Majeure"); provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 5 business days thereafter). During the period of any such delay or failure to perform by Supplier, HMMA, at its option, may purchase goods and services from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier, or have Supplier provide the goods and services from other sources in quantities and at times requested by HMMA, and at the price set forth in this Order. Unless, in its sole discretion, HMMA has approved detailed plans for assurance of timely and conforming delivery(ies) in the event of such specific delays, Force Majeure does not include strikes or labor disputes, lock-outs, shortage of labor, lack of or inability to obtain raw materials, fuel, utilities or supplies (unless caused solely by priorities, restrictions or allocations imposed by governmental authority), or any other industrial disturbance.

11. QUALITY ASSURANCE. (a) Supplier agrees that its warranties for quality include its express warranty that all goods shall comply strictly and completely with HMMA's Quality Standards, as herein defined, including, but not limited to, HMMA's New Part Quality Assurance Procedure, Advanced Quality Innovation System, additional quality assurance procedures for particular goods separately prescribed by HMMA and any revisions to such procedures or manuals, or its successors (collectively, the "Quality Standards"). HMMA alone shall decide whether the Quality Standards are being met. Supplier shall, in accordance with the Quality Standards, provide, maintain and enforce all measures necessary to secure the quality of goods and the manufacturing process thereof, including but not limited to quality control standards, inspection standards and specifications (b) Supplier will provide and maintain a Supplier Quality Assurance System approved by HMMA and which meets HMMA requirements. HMMA may audit Supplier's Quality Assurance System, production process, material destined for HMMA, when an audit is necessary. In the event an audit is conducted, HMMA will advise Supplier of the result and will provide such instructions or recommendations when HMMA determines it to be necessary to improve Supplier's Quality Assurance System. Supplier shall forthwith work out and submit to HMMA a plan to implement necessary measures of improvement according to the foregoing recommendations, and keep HMMA advised thereafter of the status and effectiveness of the implemented measures. (c) Upon HMMA's request, Supplier shall deliver to HMMA data, records and other materials to evidence Supplier's testing, inspection and other quality assurance actions. HMMA may, (i) inspect the goods and/or work in process on the goods and (ii) conduct quality control measures and tests at Supplier's or any sub-supplier's premises. Without cost to HMMA, Supplier shall provide facilities and assistance for HMMA inspections, tests and measures. HMMA shall not be liable for any reduction in value of samples used, nor shall any goods rejected be submitted to HMMA

12. WARRANTY. (a) Supplier expressly warrants to HMMA that all goods and services will be manufactured, provided, transported and delivered to HMMA in full and complete conformity and compliance with all Order requirements, specifications, drawings, and samples or other descriptions furnished or specified by HMMA, all Quality Standards, and all applicable manufacturing and legal requirements under applicable law. Further, Supplier expressly warrants that all goods and services will be merchantable, of good material and workmanship and free from defects. If HMMA does not provide the design for goods, Supplier expressly warrants that the design of the goods shall be free from defects. Supplier expressly warrants that all goods will be fit and sufficient for the purposes intended by HMMA. The warranty term will be coterminous with the warranty extended by HMMA (which, for all purposes of this entire Section 12, shall include its authorized and designated representatives, distributors, affiliates, and assigns (e.g. Hyundai Motor America, Inc.)) to its customers. Supplier's liability for a breach of the

warranties given herein will be determined by HMMA's analysis of a sample of parts against which claims are made that the parts are defective. Supplier will participate in such analysis in accordance with HMMA procedures. Supplier shall accept HMMA's claim data. (b) Supplier shall pay the full cost and expense of any warranty claim resulting from a defective or deficient part of any goods or services. HMMA claims for reimbursement and corresponding payments by Supplier shall be processed in accordance with HMMA procedures. (c) Supplier further warrants that on delivery HMMA will receive good title to the goods and services, free and clear of all liens and encumbrances and that all goods and services will be free from any actual or claimed patent, copyright or trademark infringement. (d) Supplier also warrants that no part of any goods or services provided under the Order shall contain any traces of silicone (any of a large class of polymers of R₂SiO where R is a hydrocarbon). (e) These warranties are in addition to any warranties implied by law or otherwise made by Supplier and will survive acceptance and payment by HMMA.

13. RECALL CAMPAIGN. In the event HMMA and/or its affiliates determine that a recall campaign is necessary to remedy a breach of Supplier's warranty or to comply with law, regulations, orders, or other government requirements, the full cost and expense of such recall campaign shall be borne by Supplier, unless Supplier proves that there was no defect or deficiency in the goods.

14. PRICE WARRANTY. (a) Supplier warrants that the prices for the goods or services sold to HMMA hereunder are no less favorable than Supplier currently extends to any other customer for the same or similar goods or services in similar quantities. If Supplier reduces its prices to others for the same or similar goods or services during the term of this Order, Supplier will reduce the prices to HMMA for such goods or services correspondingly. Supplier warrants that prices shown on this Order are complete, and that no additional charges of any type will be added without HMMA's express written consent. (b) If Supplier sells the part covered by this Order to a third party for incorporation into an assembly which is to be sold to HMMA, the price for such part will be no more than the price provided in this Order.

15. SUPPLIER'S PROPERTY. Unless otherwise agreed to by HMMA, Supplier, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Supplier's Property") necessary for the production of the goods. Supplier shall insure Supplier's Property with full fire and extended coverage insurance for its replacement value. Supplier grants HMMA an irrevocable option to take possession of and title to Supplier's Property that is special for the production of the goods upon payment to Supplier of its net book value less any amounts that HMMA has previously paid to Supplier for the cost of such items; provided, however, that this option shall not apply if Supplier's Property is used to produce goods that are the standard stock of Supplier or if a substantial quantity of like goods are being sold by Supplier to others.

16. HMMA'S PROPERTY. All machinery, equipment, supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by HMMA, either directly or indirectly, to Supplier to perform this Order, or for which Supplier has been paid or reimbursed by HMMA, shall be and remain the sole and exclusive property of HMMA and shall be held by Supplier on a bailment basis ("HMMA's Property"). Supplier shall bear the risk of loss of and damage beyond reasonable wear and tear to HMMA's Property and shall adequately insure HMMA's property for its full replacement value at Supplier's cost with loss payable to HMMA. Supplier shall pay all license fees, assessments and taxes, including without limitation, personal property taxes, for the HMMA Property and unless otherwise instructed by HMMA, shall provide annual written proof of the payment of such fees, assessments or taxes. HMMA's Property shall at all times be properly housed and maintained by Supplier, at its expense, shall not be used by Supplier for any purpose other than the performance of this Order; shall be deemed to be HMMA's personal property; shall be conspicuously marked by Supplier as the property of HMMA in accordance with HMMA procedures; shall not be commingled with the property of Supplier or with that of a third person; and shall not be moved from Supplier's premises without HMMA's prior written approval. HMMA shall have the right to enter Supplier's and/or sub-supplier's premises at all times to inspect, retrieve, or recover such property and Supplier's records with respect thereto. Upon the request of HMMA, HMMA's Property shall be immediately released to HMMA or delivered to HMMA by Supplier, properly packed and marked in accordance with the requirements of the carrier selected by HMMA to transport such property to either (i) D.D.P., Montgomery, AL, or (ii) to any location designated by HMMA. HMMA shall pay to Supplier the reasonable costs of delivering such property to such location. When permitted by law, Supplier waives any lien or other rights that Supplier might otherwise have on any of HMMA's Property for work performed on such property or otherwise.

17. INSURANCE. Supplier will obtain and maintain at its sole cost and expense worker's compensation, employer's liability, commercial general liability, automobile, product liability/completed operations, and property

damage insurance through insurance companies licensed to issue insurance in the State of Alabama and rated "A" or better by A.M. Best Company, or successor, in amounts and coverage sufficient to cover all claims hereunder as follows: (a) Workers' Compensation: statutory limits for the state(s) in which this Order is to be performed (or evidence of authority to self insure); (b) Employer's Liability: \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; (c) Commercial General Liability covering liability arising from premises, operations, contractual liability, independent contractors, products liability/completed operations, personal injury and advertising injury, and liability assumed under an insured contract: \$5,000,000 each occurrence; (d) Automobile Liability (including owned, non-owned and hired vehicles): \$5,000,000 each occurrence; and (e) Umbrella/excess insurance on an occurrence basis in excess of the underlying insurance described above with minimum limits of \$5,000,000 per occurrence and annual aggregate. Such policies will name HMMA as an additional insured thereunder and shall contain endorsements stating that the policies are primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for HMMA. All insurance policies in any way related to the Order and secured and maintained by Supplier will waive all rights of recovery, under subrogation or otherwise, against HMMA, its agents, representatives, affiliates, and all tiers of consultants or suppliers engaged by HMMA. Supplier will require its subcontractors and suppliers to whatever tier, by appropriate written agreements, to give similar waivers each in favor of all parties enumerated in this section. Supplier shall furnish to HMMA either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of HMMA's written request. The certificate will provide that HMMA will receive 30 days' prior written notice from the insurer of any termination, non-renewal, or reduction in the amount or scope of coverage. HMMA may require Supplier to furnish evidence of the foregoing insurance but failure to comply with these insurance requirements will not relieve Supplier of its liability and obligation under this section.

18. INDEMNIFICATION. (a) To the full extent permitted by applicable law, Supplier will indemnify, defend and hold harmless HMMA, its directors, officers, employees, authorized distributors, dealers, successors and assigns, for all claims, liabilities, damages, costs and expenses (including attorney fees, settlements, judgments, consequential damages and lost profits) incurred by HMMA in connection with all actual or alleged claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage, or economic losses) that are related in any way to Supplier's representations, performance or obligations under this Order, including claims based on Supplier's breach of warranty and claims for any related violations of any applicable law, ordinance or regulation or government authorization or order. Supplier's obligation to indemnify HMMA under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, product liability, strict liability or otherwise, except to the extent of the negligence or willful misconduct of HMMA. (b) If Supplier provides services to HMMA on HMMA's premises, Supplier will examine the premises to determine whether they are safe for such services and will advise HMMA promptly of any situation it deems to be unsafe. Supplier's employees, contractors and agents will not possess, use, sell or transfer illegal drugs, medically unauthorized drugs or controlled substances, or unauthorized alcohol, and will not be under the influence of alcohol or drugs on HMMA's premises. Supplier shall be exclusively responsible for, shall bear, and shall relieve HMMA from liability for all loss, expense, damage or claims resulting from bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to or destruction of property, including that of HMMA, arising out of, or in connection with the performance of work on HMMA's premises except that Supplier shall be not be responsible for or relieve HMMA from liability for claims arising from the willful misconduct or the sole negligence of HMMA. (c) The provisions of this Section 18 shall survive the expiration or termination of this Order.

19. INTELLECTUAL PROPERTY. Supplier agrees: (a) to defend, hold harmless and indemnify HMMA, its directors, officers, employees, authorized distributors, dealers, successors and assigns, against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) to the extent arising in any way from Supplier's acts or omissions regarding the goods or services contracted, including such claims where Supplier has provided only part of the goods or services; Supplier expressly waives any claim against HMMA that such infringement arose out of compliance with HMMA's specification (b) that HMMA or HMMA's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this Order without payment of any royalty to Supplier (c) that parts manufactured based on HMMA's drawings and/or specifications may not be used for its own use or sold to third parties without HMMA's express written authorization; and (d) to the extent that this Order is issued for the creation of copyrightable works, the works shall be considered "works made for hire;" to the extent that the works do not qualify as "works made for hire," Supplier hereby assigns to HMMA all right, title and interest in all copyrights and moral rights therein. With respect to any inventions, patents or processes which Supplier conceives or first reduces to practice in the course of Supplier's activities

(specifically develops for HMMA) under this Order, Supplier hereby grants to HMMA a permanent, paid-up, non-exclusive, worldwide license, with a right to sublicense to others, to make and/or use, any composites, tools, machines, processes, products, or services that are encompassed within, or covered by, such inventions, patents or processes. No rights are granted to Supplier under any HMMA patents except as may be necessary to fulfill Supplier's obligations under this Order.

20. CHANGES. (a) HMMA may, at any time, make changes in this Order. Any claim by Supplier for a change in price adjustment must be provided in writing within ten (10) days from date of receipt by Supplier of HMMA's notification of any change. HMMA will have the right to verify all claims hereunder by auditing relevant records, facilities, work or materials of Supplier. Supplier agrees to proceed with the Order as changed under this Section 20. (b) All engineering changes (including process, machine, material and machine method) whether initiated by HMMA or Supplier, will be processed pursuant to the HMMA change notice procedure (by one or more engineering change instructions, requests for design and development of parts, inspection standards, drawings, computer aided design data, or other similar documentation, and all required changes shall be made in strict conformity with such forms) then in effect, which procedure shall include prior written approval by HMMA. All HMMA approved engineering changes to the part specification will be implemented by Supplier as directed by HMMA. Price changes for HMMA approved engineering changes are to be based solely on the design cost variance from the superseded design and must be substantiated with appropriate documentation satisfactory to HMMA. (c) Supplier certifies the location(s) from which it will ship the goods covered by the Order are as specified in the Order. If Supplier at any time wishes to change such location(s), Supplier must provide a written notice to HMMA and receive written HMMA approval prior to such change so that the effect of such change can be evaluated, and negotiated as necessary, for its effect on transportation costs, transit time, packaging methods, and other significant impact on HMMA. If Supplier does not notify HMMA of any increased transportation charges in advance of a change in shipping point(s), Supplier will be responsible for such costs.

21. SERVICE PARTS. (a) Supplier will sell to HMMA and/or its authorized and designated representatives, affiliates, and assigns (e.g. Mobis Parts America, LLC), goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this Order plus costs actually incurred for special packaging and freight less any amortization. If the goods are systems or modules, Supplier will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. Supplier must be able to supply service parts before new vehicle launch. (b) Supplier will make parts for HMMA's service and warranty requirements for fifteen years or for such longer time as may be required by HMMA after the model build out. The price(s) during the first 5 years of this period shall be those in effect at the conclusion of current model purchases plus costs actually incurred for special packaging and freight less any amortization. Thereafter, the part price for HMMA's service requirements will be no greater than the last price stated in the Order plus or minus (i) any changes in the cost of materials since model build, plus (ii) a volume adjustment reflecting the actual increase in the cost per unit of producing fewer units, plus (iii) a set-up charge reflecting the actual cost of preparation for the production run, plus (iv) any additional costs actually incurred for special packaging. All of the foregoing components of the price will be documented to HMMA's reasonable satisfaction, including, but not limited to, set-up detail, machine productivity, scrap allowance, labor inefficiencies and excess raw material requirements. (c) If the parts are manufactured in a country other than the country in which the goods are delivered to HMMA, Supplier will mark the goods shipped for HMMA's service requirements "Made in (country of origin)." (d) When requested by HMMA, Supplier shall make service literature and other materials available at no additional charge to support HMMA's service part sales activities.

22. CUSTOMS. (a) Supplier will promptly notify HMMA in writing of material or components used by Supplier in filling this Order, which Supplier purchases in a country other than the country in which the goods are delivered to HMMA. Supplier will furnish HMMA with any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Supplier will promptly advise HMMA of any material or components imported into the country of origin and any duty included in the purchase price of the goods. (b) The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Supplier's suppliers and export credits, to the extent transferable to HMMA, are the property of HMMA. Supplier will provide all documentation and information and take any necessary steps to drawback any duty, taxes or fees paid to, and to receive export credits from, the government of the country of origin upon exportation of the goods from such country. (c) The responsibility for customs duty and customs brokers' fees will be determined in accordance with the transportation code stated in this Order. If HMMA is responsible for customs duties, it will be responsible for normal duties only. Supplier will be responsible for any special duties, including but not limited to, marking, anti-dumping and countervailing duties, to the extent permitted under the law of the country of importation. Supplier will provide HMMA or the appropriate governmental authority all

documentation and information required by law or regulation or otherwise necessary to determine the proper minimum duty to be paid upon the importation of the goods into any country or to obtain any refunds or drawbacks of duties paid. (d) Supplier will advise HMMA if the importation or exportation of the goods requires an import or export license. Supplier will assist HMMA in obtaining any such license. (e) Supplier will provide to HMMA and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of the goods into the country in which the goods are delivered to HMMA. Supplier warrants that the information regarding the import or export of the goods supplied to HMMA is true and correct in every respect and that all sales covered by this Order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported.

23. AUDIT RIGHTS. HMMA will have the right at any reasonable time to send its authorized representatives to examine and audit all pertinent documents and materials in the possession or under the control of Supplier relating to any of Supplier's obligations under this Order or any payments requested by Supplier pursuant to this Order. Supplier shall maintain all pertinent books and records relating to this Order in accordance with generally accepted accounting principles consistently applied, and shall keep the books and records (i) for a period of three years after completion of services or delivery of Supplies pursuant to that Order, or (ii) the maximum period required by applicable law, whichever period is greater.

24. USE OF HMMA'S NAME. Supplier will not, without the prior written consent of HMMA, in any manner publish the fact that Supplier has furnished or contracted to furnish HMMA goods and/or services, or use the name or trademarks of HMMA, Hyundai Motor America (HMA) or Hyundai Motor Company (HMC), their products, or any of their associated companies in Supplier's advertising or other publications. Supplier will not place its, or any third party's trademark or other designation on the part if the part bears an HMMA trademark or an identifying mark specified by HMMA, or if the part is specific or proprietary to HMMA's design ("Marked Parts"). Supplier will sell Marked Parts, and similar goods, only to HMMA and will not sell Marked Parts or similar goods to third parties without HMMA's prior written consent.

25. INFORMATION DISCLOSED. The specifications, drawings, designs, manufacturing data and other information transmitted to Supplier by HMMA in connection with the performance of this Order (the "Information") are the confidential property of HMMA and may be covered by one or more HMMA patents, patent applications or copyrights. Supplier will handle all of this information in such a manner to ensure that it is not used for any purpose detrimental to the interests of HMMA. Supplier shall not disclose any such Information to any person or entity without obtaining the prior express written consent of HMMA.

26. ASSIGNMENT. This Order will not be assigned or delegated by Supplier, in whole or in part, without HMMA's prior written consent, including, but not limited to, the subcontracting of work to be performed hereunder or the transfer of HMMA Property to third parties for the performance of work hereunder. In the event that Supplier is permitted to subcontract or transfer any obligation of this Order, Supplier shall be as fully responsible to HMMA for the acts and omissions of its subcontractors/transferees as it is for the acts and omissions of persons directly employed by Supplier.

27. INSOLVENCY. HMMA may immediately terminate this Order without liability to Supplier in any of the following or any other comparable events: (a) insolvency of Supplier; (b) filing of a voluntary petition in bankruptcy by Supplier; (c) filing of any involuntary petition in bankruptcy against Supplier; (d) appointment of a receiver or trustee for Supplier; (e) execution of an assignment for the benefit of creditors by Supplier, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event, or (f) Supplier's failure or inability, within 10 days of HMMA's written request, to provide reasonable assurance of financial stability or due performance. Supplier shall reimburse HMMA for all costs incurred by HMMA in connection with any of the foregoing, including, but not limited to, all attorneys' or other professional fees.

28. TERMINATION FOR BREACH, NON-PERFORMANCE, SALE OF ASSETS, OR CHANGE IN CONTROL. (a) Supplier acknowledges that, in entering into the Order, HMMA shall become entirely dependent upon Supplier for the timely development and production of samples and prototypes of the goods, for the supply of the goods, and, as a result, for the production by HMMA of its vehicles in accordance with the schedules contemplated in this Order. Supplier further recognizes that failure to timely and fully perform its obligations hereunder may affect the viability of the manufacturing of the vehicles, and that HMMA shall suffer substantial losses and damages which cannot be measured solely in monetary terms. Supplier, therefore, expressly agrees that HMMA shall have the right to compel specific performance of the Order by Supplier, or alternatively, to terminate the Order upon written

notice to Supplier if Supplier (i) fails to deliver conforming goods, or perform services, at the times specified herein; (ii) fails to perform any other provision hereof and fails to cure such failure within a period of (10) days after receipt of written notice from HMMA specifying such failure; (iii) ceases doing business as a going concern or admits in writing its inability to perform its obligations under the Order as and when due; (iv) is merged into another company and/or is expropriated or nationalized. In any such event, HMMA may cancel the whole or any part of the Order without any liability, except for payment due for goods or services delivered and accepted. Upon such termination, HMMA shall have the right, on notice to Supplier, to take title to and possession of all or any part of such work performed by Supplier or paid for by HMMA under this Order. In addition, in any such event HMMA shall be entitled to recover from Supplier all losses, expenses, and damages of every kind and nature, including, but not limited to, attorney's fees, court costs, incidental and consequential damages, and lost profits, which HMMA may suffer as a result of such default by Supplier. (b) In the event Supplier fails to provide HMMA with goods as defined herein that meet the quality and performance standards set forth by HMMA or otherwise, HMMA may terminate this Order or seek any additional reasonable remedies for Supplier's continued failure to meet quality standards as expressed to Supplier. (c) If the Order is terminated by HMMA hereunder, or, without termination, if HMMA reasonably believes Supplier will be unable to supply quantities of the goods within the times and in compliance with the specifications contained in the Order, HMMA may exercise all rights and remedies available under applicable law and under this Order to ensure the timely production and delivery of its products, specifically including, without limitation, the right to take immediate possession of all HMMA Property and to remove the same from Supplier's premises or wherever the HMMA Property may be located. Supplier shall cooperate with and assist HMMA in connection with its exercise of the foregoing rights and shall in no event seek to oppose or interfere with the exercise by HMMA of such rights. Upon HMMA's demand, with or without termination of this Order, Supplier shall assemble HMMA's Property and put HMMA in sole and exclusive possession of HMMA's Property. Supplier grants to HMMA a license over and upon all lands, real estate, buildings, and properties of Supplier, wherever situated, for the purposes of ingress, egress, loading, transporting, removing, and selling HMMA's Property, and said license shall inure to the benefit of HMMA, its agents, employees, representatives, and contractors. If Supplier fails to assemble and deliver HMMA's Property to HMMA upon demand, HMMA shall be entitled to recover from Supplier all losses, expenses, and damages of every kind and nature, including attorney's fees and costs and incidental and consequential damages which HMMA may suffer as a result of such default or failure by Supplier. In this regard, HMMA's cost incurred in breaking down, packing, moving, and reassembling the HMMA Property in order that the HMMA Property may be used by HMMA or its assignees shall constitute recoverable damages. (d) In order to enable HMMA to continue with the manufacture of the goods in the event HMMA takes possession of the HMMA Property pursuant to any Section of the Order, Supplier shall include in its contracts and orders with its sub-suppliers that such contracts and orders can be assigned to HMMA. Furthermore, Supplier shall include in its contracts and orders with sub-suppliers the rights of HMMA set forth in subsection (c) with respect to any HMMA Property and any of the sub-supplier's special tooling and equipment required to assure the continued manufacture and delivery of HMMA's products, and assign such special tooling and equipment to HMMA as a third party beneficiary. (e) HMMA may at any time and without notice deduct or set-off Supplier's claims for money due or to become due from HMMA against any claims that HMMA has or may have arising out of this or any other transaction between HMMA and Supplier. (f) To the extent provisions of the Order are intended to survive any expiration or termination of the Order, these provisions shall remain in effect accordingly.

29. TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of this Order, HMMA may terminate all or any part of this Order at any time without cause, in whole or in part, by written notice, whereupon Supplier shall stop work on the date and to the extent specified in such notice, and terminate all orders and subcontracts that relate to the terminated Order. In such case, HMMA shall (i) have no liability with respect to goods or services procured, or worked on, or supplies partially fabricated, in excess of the authority contained in this Section 29, and (ii) have the right to immediately recover the HMMA Property in accordance with the provisions of Section 28(c) above. Upon termination pursuant to this Section 29, Supplier shall submit all claims resulting from such termination within thirty (30) days after receipt of the termination notice. HMMA shall have the right to verify such claims by auditing the relevant records, facilities, work, or materials of Supplier and/or its subcontractors. HMMA shall pay Supplier for finished work accepted by HMMA, as well as for the documented cost to Supplier of work in process and raw materials allocable to the terminated work which are not in excess of any prior HMMA authorization. Payment made under this Section 29 shall constitute the only liability of HMMA for termination under the Order, with title and right of possession to all delivered goods and services vesting in HMMA immediately upon tender of payment by HMMA. The provisions of this Section 29 shall not apply to any termination by HMMA for default or breach by Supplier as set forth in Section 28 above. In no event shall HMMA be liable for prospective or anticipated profits by reason of such termination, and Supplier shall not assert any claim for loss of prospective or anticipatory profits or consequential damages under any circumstances.

30. TAXES. The goods purchased hereunder are for resale or for an exempt purpose and are exempt from state and local non-educational sales or use taxes. In the event that any local, state, federal, or other applicable fees, assessments and taxes are levied or based upon the sale of goods or services to HMMA hereunder, and are not abated or exempt from payment, Seller shall timely pay all such fees, assessments and taxes, and shall provide evidence of such payment to HMMA upon request.

31. REMEDIES. The rights and remedies reserved to HMMA in this Order shall be cumulative with, and in addition to, all other or further remedies provided at law or in equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Section 12, HMMA shall notify Supplier and Supplier shall, if requested by HMMA, reimburse HMMA for all damages of every kind or nature, including, without limitation, direct, special, incidental and consequential damages, caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by HMMA (a) in inspecting, sorting, repairing or replacing such nonconforming goods, (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, (d) for claims for personal injury (including death) or property damage caused by such nonconforming goods, and (e) for corrective or remedial measures resulting from the failure to deliver goods, including, but not limited to, service parts, in a timely manner. If requested by HMMA, Supplier will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

32. COMPLIANCE WITH LAWS; FORCED LABOR. Supplier, and any goods or services supplied by Supplier, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination, the United States, the State of Alabama, and any foreign country or political subdivision having jurisdiction over any of Supplier's activities hereunder, or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods 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. Supplier further represents that neither it nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or provision of services under this Order. At HMMA's request, Supplier shall certify in writing its compliance with the foregoing. Supplier shall indemnify and hold HMMA harmless from and against any liability claims, damages, costs, demands or expenses of any kind or nature (including attorney's or other professional fees) arising from or relating to Supplier's noncompliance with the terms of this Section 32.

33. MBE SUPPLIERS. HMMA actively seeks suppliers that are Minority-Owned Business Enterprises ("MBE") and encourages Supplier to use its best efforts to use MBE suppliers to the maximum extent possible in fulfilling this Order. MBE suppliers hereunder shall be certified by the National Minority Supplier Development Council (NMSDC) and its regional affiliate councils or another certifying agency approved by HMMA. Supplier will inform HMMA, at the commencement of performance hereunder, of the percentage, based on a dollar value, of the content provided by MBE suppliers for the part purchased hereunder as well as the basis for claiming that such content was provided by a MBE supplier, and upon each subsequent occurrence of any change in that percentage.

34. NO IMPLIED WAIVER. The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Order constitute a waiver of any succeeding breach of the same or any other provision.

35. RELATIONSHIP OF PARTIES. Supplier and HMMA are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Neither HMMA nor any of its employees or agents shall have any control over the manner, mode or means by which Supplier, its employees, agents, representatives and contractors, perform the services required herein.

36. GOVERNING LAW, JURISDICTION, JURY WAIVER, ARBITRATION. (a) This Order and all transactions between HMMA and Supplier will be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws provisions. (b) Supplier agrees to litigate all claims and actions arising under or otherwise concerning this Order in an Alabama court of competent jurisdiction. HMMA may initiate legal proceedings in any other court having jurisdiction over Supplier. **Supplier hereby waives any right Supplier may have to a jury trial arising from any disputes related in any way to this Order. Supplier hereby consents to jurisdiction in the state or federal courts of Alabama and waives any objection to *in personam* jurisdiction in any court sitting in Alabama, and agrees that venue is proper in Montgomery County. Supplier waives any right it may have to select a venue other than Montgomery County, Alabama, and**

waives any right it may have to change or transfer the venue of any litigation brought in Montgomery County, Alabama. (c) HMMA, at its option, may also invoke binding and exclusive arbitration with respect to any dispute under this Order in Montgomery, Alabama under the American Arbitration Association's Commercial Arbitration Rules, including the Emergency Interim Relief Procedures (as the Parties agree that this Order impacts or is related to interstate commerce) before or within one hundred eighty (180) days after any legal proceedings have been brought, and Supplier agrees to submit to such arbitration and to dismiss any legal proceedings related to the subject matter of such arbitration. Judgment on the award rendered may be entered in any court having jurisdiction thereof.

37. SEVERABILITY. If any term(s) of this Order is declared by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall 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 it is the express intention of the parties that the remaining provisions of this Order shall remain in full force and effect.

38. ELECTRONIC COMMUNICATION. HMMA will prescribe the methods of communication between Supplier and HMMA and Supplier agrees to follow HMMA's prescriptions.

39. SURVIVABILITY. The obligations, covenants, and agreements of Supplier under this Order that are contemplated to survive the expiration or termination of this Order, including, without limitation, those contained in Sections 12 (Warranty), 13 (Recall Campaign), 16 (HMMA's Property), 18 (Indemnification), 19 (Intellectual Property), 21 (Service Parts), 25 (Information Disclosed), 28 (Termination for Breach, etc.), 31 (Remedies), 32 (Compliance with Laws, etc.), and 36 (Governing Law, etc.), shall survive the expiration or termination of this Order.

40. OTHER SUPPLIERS. HMMA reserves the right to authorize other persons, firms, or entities to design, manufacture, and/or supply to HMMA products identical in function and/or similar to those supplied by Supplier hereunder for use on HMMA vehicles.