



TERMS AND CONDITIONS OF PURCHASE

1. **Definitions.**
 - a. "Claims" has the meaning set forth in Section 16.
 - b. "Customer" means the entity that Gentex is in or anticipates being in a contractual relationship with to provide goods and services which incorporate all or part of the Goods, including its customers, higher-tier contractors and end users.
 - c. "Equipment" has the meaning set forth in Section 9(a).
 - d. "Force Majeure Event" shall have the meaning set forth in Section 14.
 - e. "Gentex" means the Gentex entity identified on the face of the Purchase Order.
 - f. "Goods" means those goods, services, or both purchased by Gentex which are identified on the Purchase Order and includes all assemblies and components thereof.
 - g. "Government Terms" has the meaning set forth in Section 8.
 - h. "Inventions" has the meaning set forth in Section 13(b).
 - i. "Laws" has the meaning set forth in Section 15.
 - j. "Proprietary Information" has the meaning set forth in Section 12(a).
 - k. "Purchase Order" means an order for the Goods placed by Gentex with the Seller and incorporates the Terms and Conditions.
 - l. "Representatives" has the meaning set forth in Section 12(b).
 - m. "Seller" means the entity identified on the face of the Purchase Order.
 - n. "Terms and Conditions" shall have the meaning set forth in Section 2.
 - o. "Warranty Period" shall have the meaning set forth in Section 7.
2. **Contract Formation & Acceptance.** This Purchase Order constitutes Gentex's offer to purchase Goods from Seller in accordance with these terms and conditions and any additional terms and conditions expressly provided to Seller by Gentex (the "Terms and Conditions"), which when accepted by Seller shall constitute a binding contract between Gentex and Seller. Acceptance of this Purchase Order is expressly limited to the Terms and Conditions. Any other terms and conditions proposed by Seller that are different from, conflict with or add to these Terms and Conditions are rejected by Gentex, unless Gentex otherwise agrees in writing. Acceptance of the Purchase Order, including acceptance of the Terms and Conditions, shall occur upon: (i) receipt by Gentex of Seller's verbal or written acknowledgement of this Purchase Order, or (ii) receipt by Gentex of Seller's verbal, written or oral notification that Seller has commenced performance hereunder or that Seller intends to deliver or ship the Goods to Gentex.
3. **Prices; Payment.** The Goods will be delivered to Gentex for the price(s) stated on the face of the Purchase Order. Unless otherwise specified on the face of the Purchase Order, the price includes all packaging and freight charge to the specified destination, all applicable taxes and duties or other charges by a governmental entity. Unless otherwise instructed by Gentex, Seller may only issue one invoice per Purchase Order, and invoices may only be issued no earlier than the delivery date for the Goods. Gentex's payments may be adjusted for Seller's errors, defects or non-compliance with this Purchase Order or any other Seller agreements or contracts with Gentex.
4. **Shipments; Delivery.** Shipments of the Goods shall be made FCA (Incoterms 2010) destination. Seller will deliver the Goods within the time period stated in the Purchase Order. TIME IS OF THE ESSENCE FOR ALL PURCHASE ORDERS.

5. **Product Assurance Requirements.** The Seller is responsible for complying with all Product Assurance Requirements issued with the Purchase Order, and such Product Assurance Requirements are expressly made part of the Terms and Conditions of this Purchase Order.
6. **Inspection; Acceptance.** Gentex and its Customers shall have the right to inspect the Goods prior to acceptance, including inspection at Seller's facility. Such inspection may include any measurement, testing or examination which leaves the Goods in substantially the condition in which they were delivered to Gentex. Gentex may reject any Goods which do not strictly conform with Seller's obligations under the Purchase Order or the Terms and Conditions. Return of rejected Goods shall be at Seller's cost and expense. Gentex's inspection, discovery of any breach of warranty, failure to make an inspection or failure to discover any breach of warranty shall not constitute a waiver of any of Gentex's rights or remedies.
7. **Warranty.** Unless otherwise agreed in writing, Seller expressly warrants the Goods for a period of one (1) year from the date of acceptance of the Goods by Gentex (the "Warranty Period") will: (a) be free from any encumbrance or any defect in design, materials, manufacture and workmanship; and (b) conform to the specifications in the Purchase Order or Terms and Conditions. Seller also warrants that Seller has no third-party obligations that will conflict in any way with Seller's obligations under this Agreement. In addition to any other available remedies, Gentex may reject any Goods not meeting this warranty during the Warranty Period. Seller will replace the affected Goods without charge or refund the price paid for the affected Goods, at Gentex's sole discretion. Gentex's acceptance of delivery, inspection, or payment for any Goods does not waive any Seller warranties.
8. **Government Terms.** Seller acknowledges that the Goods may be sold to governmental entities. As such, Purchase Orders may be subject to certain mandatory flow-down clauses from such governmental entities (the "Government Terms"). In the event of any conflict between the provisions of this Agreement and any Government Terms, the Government Terms shall control.
9. **Gentex Equipment.**
 - a. All tooling, dies, special dies, patterns, jigs, gauges, fixtures, drawings, designs, samples, tooling aids, molds and/or any property that was paid for by Gentex, furnished to Seller by Gentex, or made available by Gentex for use by Seller in producing the Goods (the "Equipment") is the sole and exclusive property of Gentex. The Equipment shall (i) be used exclusively for the benefit of Gentex, (ii) be used only in producing the Goods ordered by Gentex, (iii) be maintained in good condition, at Seller's expense, and (iv) not be modified without Gentex's prior written consent.
 - b. All tooling, dies, special dies, patterns, jigs, gauges, fixtures, drawings, designs, samples, tooling aids, molds and/or any property that is designed utilizing Gentex's Proprietary Information shall only be used for the benefit of Gentex and shall be considered confidential and proprietary in accordance with Section 12, below.
 - c. Seller shall bear the risk of loss of, and damage to the Equipment. In the event any Equipment is damaged or destroyed, Seller shall notify Gentex immediately, and promptly replace or repair the Equipment at its own expense. Seller authorizes Gentex to file any and all appropriate documentation without Seller's signature to acknowledge Gentex's ownership of the Equipment. Seller uses the Equipment at its own risk. Seller indemnifies and will defend and hold Gentex harmless against all claims arising out of Seller's use of the Equipment. GENTEX MAKES NO WARRANTIES EXPRESS OR IMPLIED RELATING TO

THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- d. Seller shall promptly return or destroy such Equipment in accordance with Gentex's instructions. If Gentex requests that Equipment is destroyed, Gentex and/or its designated representatives shall have the right to witness the destruction. Following the destruction of the Equipment regardless of whether Gentex was in attendance, Seller shall promptly furnish a certification of such destruction to Gentex.
10. **Changes.** Gentex may change any Purchase Order by giving notice to Seller prior to shipment of the applicable Goods, including suspending performance on a Purchase Order.
11. **APPLICABLE TO FIRST ARTICLE INSPECTION ORDERS.** For all Orders which include Goods which are to be tested by Gentex or a third party in accordance with the First Article Inspection (FAI) process Gentex shall only pay for the Minimum Order Quantity (MOQ) representing Goods which have passed such FAI. In the event such FAI samples fail testing, Gentex shall return FAI Goods to Seller. In such a case, Gentex shall reserve the right to either; a) procure the MOQ Goods and have it shipped to Gentex; or b) not be responsible for payment of MOQ Goods to Supplier, at Gentex's sole discretion.
12. **Termination.** Gentex may terminate any Purchase Order in the following circumstances:
 - a. Seller materially breaches the Terms and Conditions and fails to cure such a breach within thirty (30) days of notice of such a breach.
 - b. Immediately upon Seller declaring bankruptcy, becoming insolvent, or ceasing to exist.
 - c. If a Force Majeure Event continues beyond thirty (30) days.
 - d. Immediately upon Seller becoming debarred, suspended, or otherwise excluded from contracting with Gentex's Customers, and as a result cannot perform its obligations hereunder.
 - e. Immediately upon Seller's breach of Law.
 - f. For Gentex's convenience prior to the delivery date, by Gentex's issuance of a written notice to Seller, provided, however that Gentex agrees to negotiate in good faith an equitable reimbursement for actual expenses paid to third parties which were reasonably incurred in anticipation of performance of the Purchase Order. Seller shall have a duty to mitigate such actual expenses.
13. **Proprietary Information.**
 - a. Seller undertakes that it shall not disclose to any person any confidential or proprietary information disclosed to it by Seller concerning the business, products, or affairs of the other Party, including but not limited to, information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("Proprietary Information"), except as permitted by Section 12(b)(i) and 12(b)(ii). For the avoidance of doubt, the terms and conditions of any agreements, including this agreement and any Orders, shall be considered Proprietary Information.
 - b. Seller may disclose Gentex's Proprietary Information:
 - i. To its employees, officers, agents, consultants or subcontractors ("Representatives") who have a need to know such information for the sole purpose of carrying out Seller's obligations under a Purchase Order, provided that Seller takes all steps to ensure that its Representatives comply with the confidentiality obligations contained

in this Section as though they were a party to the Purchase Order. Seller is responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

- ii. As may be required by law, court order or any governmental or regulatory authority provided that Seller provides prompt written notice to Gentex prior to any such disclosure.
- c. Gentex reserves all rights in its Proprietary Information. No rights or obligations in respect of Gentex's Proprietary Information other than those expressly stated in these Terms and Conditions are granted to Seller or to be implied. In particular, no license is granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by Gentex now or in the future.
- d. Seller further agrees that it would be impossible or inadequate to measure and calculate Gentex's damages from any breach of the covenants set forth in this Agreement or a disclosure of Proprietary Information, and that a breach of such covenants or disclosure of Proprietary Information could cause serious and irreparable injury to Gentex. Accordingly, Gentex shall have available, in addition to any other right or remedy available to it, the right to obtain an injunction from a court of competent jurisdiction restraining such a breach (or threatened breach).

14. Intellectual Property.

- a. Unless otherwise expressly agreed in a contemporary or subsequent writing to the contrary or otherwise expressly set forth in a Purchase Order, and subject to any rights any governmental entity may have in the Goods, all specifications, information, data, drawings, software, and other items which are obtained or developed by Seller specifically for the performance of this Purchase Order or paid for by Gentex shall be used only for purposes of providing the Goods to Gentex pursuant to any Purchase Orders, and shall not be disclosed to any third party without Gentex's express written consent. All specifications, information, data, drawings, software, and other items which are obtained or developed by Seller specifically for the performance of this Purchase Order and paid for by Gentex shall be the property of Gentex.
- b. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Agreement, and subject to any rights of any governmental entity may have in the Products, any invention or intellectual property first made or conceived by Seller in the performance of a Purchase Order which is paid for by Gentex, produced using the Equipment, or is based on Proprietary Information supplied by Gentex shall be considered to be the property of Gentex ("Inventions"); and Seller hereby assigns and shall assign such Inventions and execute such documents necessary to perfect Gentex's title thereto, though at Gentex's sole cost and expense.
- c. Seller shall have no right to use Gentex or its affiliates trademarks, tradenames or corporate logos, unless specifically permitted by Gentex's specifications or Purchase Order. Seller will not use Gentex's name, the name of any Gentex affiliate or Gentex mark in any manner, including in promotional or advertising materials or assert affiliation with Gentex or its affiliates, unless Gentex grants prior written permission, which may be withheld at Gentex's sole discretion.

15. **Force Majeure.** If a Party is unable to perform its obligations under a Purchase Order as a result of conditions or causes beyond its reasonable control and not related to its negligence or fault (a "Force Majeure Event"), the Party will be excused from performance during the Force Majeure Event to the extent that Party is actually prevented or delayed.
16. **Compliance with Laws.** Seller understands and acknowledges that Gentex conducts its business according to the highest ethical standards, seeks to avoid even the appearance of impropriety and insists that its suppliers conduct their business on in a similar fashion. Seller will perform all of its obligations under this Agreement in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances and governmental directives, including, without limitation, those pertaining to environmental, hazardous waste disposal, transportation, employee safety and health, labor matters, and employment practices (collectively referred to as "Laws") that apply to Seller and its business. Without limiting the foregoing, Seller must comply fully with all applicable national and international anti-bribery laws, including without limitation, the U.S. Foreign Corrupt Practices Act. Seller and its affiliates must keep complete and accurate books and records. Seller is solely responsible for the safe performance of all Seller's obligations under this Agreement, and for the safety of Seller's employees, contractors, and invitees. Seller shall comply with all trade related laws including but not limited to export control, embargo and sanctions, anti-boycott, and import laws applicable to Seller and its business. In addition, Seller warrants:
 - a. In the course of its performance of this Agreement it shall not engage in any transaction with any restricted party appearing on the restricted parties lists of the United States or any other applicable jurisdiction, including freight forwarders, financial institutions, and customs brokers.
 - b. Seller shall ensure that Gentex has complete and accurate country of origin and Schedule B information for the Goods.
 - c. If Seller breaches this Section 15, in addition to the other remedies available to Gentex and notwithstanding any cure period referenced within this Agreement, Gentex may immediately terminate any outstanding Purchase Orders, without opportunity for Seller cure such a breach.
17. **Patent Indemnity.** Seller warrants that the Goods, and the sale, or use thereof, do not and will not violate or infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. Seller will indemnify, defend, and hold Gentex, its successors, assigns, customers and end-users harmless against all losses, damages, costs and expenses (including reasonable attorneys' fees and costs of establishing rights to indemnification and any settlement) based on any claims, demands, suits, proceedings and actions ("Claims") in connection with any alleged infringement of any patent, copyright, trademark, trade secret or other intellectual property right of a third party, including any Claims that the Goods, or the process, design, or methodology used to manufacture the Goods, infringes any third party patent, copyright, trademark, trade secret or other intellectual property rights. This patent indemnity shall not apply to the extent a Claim arises out of Gentex's supplied product specifications.
18. **Indemnity.** Seller shall indemnify and hold Gentex harmless from and against any and all Claims which Gentex may incur arising out of: (a) gross negligence or willful misconduct of, or any material breach of any representation, warranty, covenant, or obligation under any Purchase Order by Seller (including any actions Gentex reasonably takes regarding such a failure such as a product recall); (b)

Seller's breach of any Laws; and (c) injury or death to persons or damage to tangible property caused by Seller in connection with this Agreement. These indemnities do not affect any other remedies available to Gentex.

19. **Offsets Credits.** To the extent Seller fulfills its obligations to supply the Goods outside the United States or the United Kingdom, Gentex shall have the exclusive rights to any offset credits arising from any Purchase Orders. At Gentex's request, Seller shall cooperate with Gentex and provide Gentex with all information reasonably necessary for Gentex to claim such offset credits.
20. **Records Retention; Access.** Seller will reasonably cooperate with and make such records available as may be requested by any Defense Contract Audit Agency or similar government agency in connection with an assist audit request made to Gentex under an applicable Government Term. Seller will maintain all accounting, sales, shipping, transportation, manufacturing, and technical records arising from, or related to, performance of Seller's obligations under this Agreement for seven (7) years from the later of the record's creation or a Good's manufacture or processing date, or until any applicable Customer audit period has lapsed. Seller will allow Gentex's representatives, at any time during normal working hours and with reasonable notice, to enter into and inspect Seller's facilities where the manufacture of the Goods is performed, solely to the extent reasonably necessary to confirm performance by Seller hereunder.
21. **Quality.** Seller shall have a Quality Management System which meets or exceeds the requirements of ISO9001.
22. **Insurance.** Seller shall, throughout the performance of any Purchase Order and throughout the Warranty Period, carry appropriate insurance with a reputable insurance company covering property damage, business interruption, worker's compensation, employer's liability and general liability insurance (including contractual liability) and other types of insurance coverage customary for businesses engaged in the manufacture, sale, and delivery of product to protect its own business interests. Seller shall provide evidence of such insurance coverage at Gentex's request.
23. **Notices.** Unless otherwise specified, all notices and communications between Gentex and the Seller in respect of any Purchase Order or Terms and Conditions shall be in writing and sent by hand, mail, electronic mail or courier to Gentex at Gentex's facility identified in the Purchase Order. The date of delivery of any such notice or communication shall be the date of dispatch, if delivered by hand, electronic mail or courier, or five (5) days after mailing, if delivered by mail.
24. **Publicity.** Seller shall not without Gentex's prior written consent, which may be withheld for any reason, disclose to any person or entity any information about the relationship, the Purchase Order, and the Terms and Conditions, including the fact that a supply relationship exists or the status thereof.
25. **Order of Precedence.** In the event of any conflicts between any of the Terms and Conditions, the following order of precedence shall control: (1) the Government Terms; (2) the face of the Purchase Order; (3) the Product Assurance Requirements; (4) any validly existing confidentiality agreements (or equivalent agreements) between Gentex and Seller; and (5) these Terms and Conditions of Purchase.
26. **Governing Law; Venue.**
 - a. For Sellers contracting with any Gentex United States entities: The relationship between Seller and Gentex, including any Purchase Orders, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws. Any dispute arising between the parties hereto shall be subject to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania, or the United States District Court for the Middle District of Pennsylvania.

- b. For Sellers contracting with any Gentex United Kingdom entities: The relationship between Seller and Gentex, including any Purchase Orders, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

27. **Assignment.** Seller may not assign any Purchase Order or any of the manufacture or supply of the Goods to any third party for any purpose whatsoever without the express prior written consent of Gentex.
28. **Independent Contractors.** The Terms and Conditions and any Purchase Order placed by Gentex with Seller is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business organization of any kind. Seller and Gentex shall act as independent contractors, and neither shall act as an agent of the other for any purpose. Neither party has the authority to assume or create any obligation, express or implied, on behalf of the other.
29. **Entire Agreement; Enforceability.** Any Purchase Order placed by Gentex with Seller supersedes all prior agreements and understanding relating to such subject matter except that such a Purchase Order is not intended to terminate or supersede any existing confidentiality or existing intellectual property agreement by the Parties. Gentex and Seller affirm that: (a) to the extent that any term of this any Purchase Order or the Terms and Conditions conflicts with or contradicts any Uniform Commercial Code ("UCC") provision(s), the terms of the Purchase Order and the Terms and Conditions will expressly supersede and replace in their entirety any such UCC provision(s); (b) the Purchase Order is a contract for sale of goods that is enforceable Gentex and Seller in accordance with its terms, including any commitment to purchase Goods or to provide capacity to supply Goods, regardless of any UCC provision that may otherwise apply; and (c) The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by Gentex and Seller with respect to any Purchase Order and the transactions contemplated thereby.
30. **Amendment; Survival; Waiver; Severability.** No Purchase Order or Terms and Conditions may be amended, altered or modified except by a written agreement signed by Gentex and Seller, except as expressly set forth herein. The respective rights and obligations of Gentex under Sections 7 through 9, 13, 14, 16 through 20, and 22 through 30 shall survive the expiration or termination of a given Purchase Order. No waiver of any term, condition or covenant of a Purchase Order or Terms and Conditions shall be deemed to be a waiver of subsequent breaches of the same or other terms, covenants or conditions hereof. If any provision of any Purchase Order or Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and such Purchase Order and such Terms and Conditions shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.