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the driving experience.

## Page 1 Terms and Conditions of Purchase

**APPLICABILITY** - (a) The accompanying purchase order is an offer by APR, LLC. ("Buyer") for the purchase of the goods specified on the face of the purchase order (the "Material(s)") from the party to whom the purchase order is addressed (the "Supplier") in accordance with and subject to these Terms and Conditions of Purchase (the "Terms"), and together with the terms and conditions on the face of the purchase order, the "Order"). The Order, together with any document incorporated in the Order by reference, constitute the sole and entire agreement of the parties with respect to the Order, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order.

**ACCEPTANCE/ENTIRE AGREEMENT** - Acceptance of this offer to purchase by acknowledgement, shipment, or other performance shall be unqualified, unconditional and subject to and expressly limited to these terms and conditions, any others stated on Buyer's purchase order form, and any others listed on a statement of work or another contract mutually executed by Supplier and Buyer. In the event of a conflict between any of the foregoing documents, such conflict shall be resolved by affording priority of documents in the following order: (a) terms and conditions on the face of Buyer's purchase order form, (b) a mutually executed statement of work or other written, mutually executed contract terms, and (c) these Purchase Order Terms and Conditions. Terms and conditions stated in Supplier's invoices, acknowledgements, or other forms are hereby objected to and shall be void and of no effect. All previous offers by Supplier are hereby rejected. Acceptance of Materials, work or services, payment, or any inaction by Buyer shall not constitute Buyer's consent to or acceptance of any such terms. Blanket Orders are not a commitment to purchase and may be canceled any time before shipment by Supplier. Estimates or forecasts Buyer furnishes shall not constitute commitments. These terms and conditions supersede all prior and/or contemporaneous oral agreements and all prior and/or contemporaneous oral and written communications and understandings of the parties with respect to this order.

**ASSIGNMENT** - Supplier shall not assign any right or interest hereunder (excepting solely for monies due or to become due) or delegate any obligation hereunder without the prior written consent of Buyer. Supplier shall be responsible to Buyer for all work performed by Supplier's subcontractor(s) at any tier. Any attempt by Supplier to sell, transfer, assign, delegate or subcontract, in whole or in part, its rights or obligations hereunder shall be void and of no effect. Buyer may without Supplier's consent assign all Buyer's rights and obligations hereunder to any third party if such third party expressly assumes all of Buyer's obligations hereunder.

**BEST PRICE** - If, at any time, Supplier should sell to anyone other than to affiliates or subsidiaries of Supplier, Materials or goods substantially similar to Materials at prices less than those afforded to Buyer hereunder, then Buyer's pricing shall automatically revert to such more favorable pricing, and Supplier shall immediately rebate to Buyer the pricing difference with regard to any Materials sold to Buyer at higher prices.

**CHOICE OF LAW AND VENUE** - This order and all matters arising out of or relating to it shall be governed by the laws of the State of Alabama, without regard to its conflicts of law provisions. Any dispute arising out of or relating to this order shall be litigated exclusively in a state or federal court of competent jurisdiction situated in Lee County, Alabama, and the parties hereby, (a) consent to personal jurisdiction, and (b) waive the defense of venue, with respect to any proceeding brought in such court.

**COMPLIANCE WITH LAWS** - Supplier is in compliance with and shall at all times comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier shall comply with all export and import laws of all countries involved in the sale of Goods under the Order. Supplier assumes all responsibility for shipments of Goods requiring any government export or import clearance. Buyer may terminate the Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Without in any way limiting the generality of the INDEMNITY, neither Supplier nor any of its subcontractors will act in any manner or take any action that will result in any liability of Buyer or its affiliates for a violation of the United States Foreign Corrupt Practices Act or the rules and regulations promulgated thereunder, or any other similar law, rule or regulation. Supplier further represents and warrants that, in the course of manufacturing the Goods, it will not utilize slave, prisoner, child or any other form of forced or involuntary labor. The foregoing requirements shall apply to Supplier's subcontractors and suppliers to the same extent as they apply to Supplier. In furtherance, thereof, Buyer may from time to time request Supplier to certify in writing its compliance (and that of its subcontractors and suppliers) with the foregoing, and Supplier shall comply with each such request.

**FORCE MAJEURE** - Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or act of God.

**IDENTIFICATION** - Supplier shall not, without Buyer's prior written consent, make public use of any trade name, trademark, logo, or any other designation or drawing of Buyer's or Buyer's affiliates

("Identification") under any circumstances. Supplier shall remove or obliterate any Identification prior to any use or disposition of any Material and/or goods rejected or not purchased by Buyer.

**INDEMNITY** - Supplier shall defend, indemnify, and hold harmless Buyer, its affiliates, customers, officers, employees, agents, successors and assigns (all referred to as "Buyer") from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including but not limited to theft, in any way arising out of or caused by the Materials and/or any work or services performed by Supplier, except to the extent caused by the negligence or willful misconduct of Buyer; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier; (3) claims that the Materials infringe upon the patent, trademark, copyright, and/or other intellectual property right of any third party; and/or (4) any negligent or willful act of Supplier.

**INSURANCE** - Supplier shall at all times maintain and cause Supplier's subcontractors to maintain the following insurance requirements unless previously agreed in writing: (1) Worker's Compensation Insurance as prescribed by the law of the state or nation in which the work is performed; (2) employer's liability insurance with limits of at least \$500,000 for each occurrence; (3) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (4) Commercial General Liability ("CGL") Insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; and (5) if the furnishing to Buyer (by sale or otherwise) of goods or construction services is involved, CGL insurance endorsed to include products liability and completed operations coverage in the amount of \$5,000,000 per occurrence. All CGL and automobile liability shall designate Buyer, its affiliates, and its directors, officers and employees as an additional insured. All such insurance shall be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Buyer shall apply on an excess basis. Supplier agrees that Supplier, Supplier's insurer(s) and anyone claiming by, through or in Supplier's behalf shall have no claim, right of action or right of subrogation against Buyer and its customers based on any loss or liability insured against under the foregoing insurance. Supplier and Supplier's subcontractors shall furnish prior to the start of work certificates or adequate proof of the foregoing insurance, including if specifically requested by Buyer, endorsements and policies. Buyer shall be notified in writing at least thirty (30) days prior to the cancellation of or any change in the policy.

**INVOICING AND SHIPPING** - All Goods/Services shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates and in accordance with all applicable federal, state and local packaging and transportation laws and regulations. Seller shall use Buyers preferred carrier and Buyers preferred Exworks shipping method unless previously agreed in writing. Seller shall mark on containers special handling and loading instructions as required, shipping information, order number, Buyer's part number and account, shipment date and names and address of Seller and Buyer. An itemized packing list shall accompany each shipment.

After each shipment made or service provided under the PO, Seller shall send to Buyer a separate invoice, including item numbers, in duplicate, accompanied by a bill of lading or express receipt. Payment of an invoice by Buyer shall not constitute acceptance of the Goods/Services by Buyer and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of the PO. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer to Seller under the PO.

**SPECIAL TERM (U.S.) - C-TPAT** - For Supplier's goods to be imported into United States, Supplier shall comply with all applicable recommendations or requirements of the United States Customs Service's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative (for information go to <http://www.cbp.gov/xp/cgov/import/commercial/enforcement/> Section). At Buyer's or the Bureau of Customs and Border Protection's request, Supplier shall certify in writing its compliance with the foregoing. Supplier shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorneys or other professional fees) arising from or relating to Supplier's noncompliance.

**LIMITATION OF LIABILITY** - Neither party shall be liable for any incidental, indirect, or consequential damages arising out of the breach of any obligation hereunder. These limitations of liability shall not apply to Supplier's obligations under the clauses IDENTIFICATION, INDEMNITY or USE OF INFORMATION, or to any liability of either party arising from or related to any personal injury (including death).

**PAYMENT TERMS** - Payment terms are net 30 days from Companies receipt of invoice unless otherwise stated in Buyer's purchase order form.

**PRODUCT CONFORMANCE** - Supplier shall be responsible for providing to Buyer all information and/or data, including but not limited to certified test data, requested by Buyer to verify that

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## Page 2 Terms and Conditions of Purchase

Material, work, and/or services acquired hereunder meet Buyer's specifications. Supplier shall be responsible for sending such information and/or data to such persons designated in writing by Buyer for receipt of such information and/or data.

**SPECIFICATIONS AND DRAWINGS** - Buyer's commercial or other specifications (including but not limited to drawings) covering the Material furnished hereunder are, to the extent consistent with the terms and conditions of this order, made a part of this order and are incorporated herein by reference; and inconsistent provisions are void.

In the event Supplier proposes to change the composition and/or construction of Materials or the process used to manufacture them, Supplier must give Buyer 120 days advance written notice. Notwithstanding any other language to the contrary, Buyer shall have the option in Buyer's sole and absolute discretion to return for a full refund any Materials received under circumstances where such notice was not given; and Supplier shall pay all costs of return shipment.

**SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS** - All persons furnished by Supplier shall be considered solely Supplier's employees, agents, or subcontractors and Supplier shall be responsible for ensuring payment of all unemployment, social security and other payroll taxes, including contributions when required by law. Supplier shall be responsible to Buyer for all work performed by Supplier's subcontractor(s) at any tier.

**SUPPLIER'S INFORMATION** - Supplier shall not provide under, or have provided in contemplation of, this order any technical, business or other information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless Supplier has the right to do so, and Supplier shall not view any of the foregoing as confidential or proprietary. If Supplier must furnish any such information to Buyer with restrictions, it shall only be furnished after negotiation and execution on behalf of Buyer of a separate written agreement specifically identifying the documents to be furnished and setting forth Buyer's rights and obligations with respect thereto. Notwithstanding the above, Buyer will protect software received from Supplier with the same degree of care that Buyer uses to protect its own software that it does not wish to become public knowledge.

**SURVIVAL OF OBLIGATIONS** - The obligations of the parties under this Agreement, which by their nature would continue beyond the performance, termination, cancellation and/or expiration of this Order, shall survive such performance, termination, cancellation and/or expiration of this Order.

**TAXES** - Buyer shall reimburse Supplier only for the following tax payments with respect to transactions hereunder unless Buyer advises Supplier that an exemption applies: state and local sales and use taxes, as applicable. Taxes payable by Buyer shall be billed as separate items on Supplier's invoices and shall not be included in Supplier's prices.

**TITLE AND RISK OF LOSS** - Title and risk of loss to Material purchased by Buyer hereunder shall vest in Buyer when the Material has been delivered at the delivery point. If additional services are to be performed after delivery, Supplier shall retain risk of loss until such services have been performed. If Supplier is authorized to invoice Buyer for Material upon shipment or prior to the performance of additional services, title to the Material shall vest in Buyer upon payment of the invoice, but risk of loss and damage shall pass to Buyer when the additional services have been performed.

**USE OF INFORMATION** - Supplier shall view as Buyer's property any idea, data, program, technical, business or other information, however conveyed, and any document, print, tape, disc, semiconductor memory, or other tangible information-conveying or performance-aiding article owned or controlled by Buyer, and provided to, or acquired by, Supplier under or in contemplation of this order ("Information"). Following Buyer's directions, Supplier shall at its own expense, destroy or surrender any article or copy of Information. Supplier shall keep Information confidential, use it only in performing hereunder and obligate its employees, subcontractors and others working for it to do so. This shall not apply to information previously known to Supplier free of obligation, or made public through no fault of Supplier.

**WARRANTY** - Supplier warrants to Buyer and its customers that Materials are new, merchantable, free from defects in design, material and workmanship, have good title in Supplier, and will conform to and perform in accordance with the specifications, drawings and samples provided by Supplier. These warranties extend to the future performance of Material and shall continue for the longer of (a) one year after Material is accepted by Buyer. Supplier also warrants to Buyer and its customers that services will be performed in a first class, workmanlike manner. If Material contains manufacturers' warranties, Supplier hereby assigns such warranties to Buyer and its customers. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. All warranties shall survive inspection, acceptance and payment. Material or services not meeting the warranties will be, at Buyer's option, returned for or subject to refund, repaired, replaced or

reperformed by Supplier at no cost to Buyer or its customers and with transportation costs and risk of loss and damage in transit borne by Supplier. Repaired and replacement Material shall be warranted as set forth above in this clause.

**INDEPENDENT CONTRACTORS** - The relationship between Buyer and Supplier is that of independent contractors. No joint venture, agency, employer/employee, or partnership exists between the parties. Each party shall choose the means to be employed and the manner of carrying out its obligations hereunder. Each party shall have the sole responsibility for the supervision and payment of its personnel and, except as agreed to in writing, all other costs and expenses required to perform its obligations. Neither party shall have the authority or the ability to bind the other (whether contractually or otherwise).

**SEVERABILITY** - If any provision of these terms and conditions is held to be invalid or prohibited, such provision shall be invalid only to such extent without invalidating any other provisions of these terms and conditions.

**\*\*\* If this order is for work and/or services (either in lieu of or in addition to Materials), the following provisions also apply:**

**CHANGES** - Buyer may at any time during the progress of the work require additions, deductions, or deviations (all hereunder referred to as a "Change") from the work. No Change shall be considered as an addition, alteration or deduction from the work, nor shall Supplier be entitled to compensation for work done pursuant to or in contemplation of a Change, unless made pursuant to a written Change Order issued by Buyer.

**INVOICING FOR SERVICES** - Supplier's invoices shall be rendered upon completion of the work and shall be payable when the work has been performed to the satisfaction of Buyer. The work shall be delivered free from all claims, liens, and charges whatsoever. Buyer reserves the right to require, before making payment, proof that all parties furnishing labor and materials for the work have been paid.

**PLANT RULES** - Supplier's shall become acquainted with conditions governing the delivery, receipt and storage of its materials at the site of the work so that Supplier will not interfere with Buyer's operations. Storage space will not necessarily be provided adjacent to the site of the work. Therefore, Supplier shall be expected to select, uncrate, remove and transport materials from storage areas provided. Buyer is not responsible for the safekeeping of Supplier's property on Buyer premises. Supplier shall not stop, delay or interfere with Buyer's work schedule without the prior approval of Buyer's designated representative. Supplier shall provide and maintain sufficient covering and take any other precautions necessary to protect Buyer stock, equipment and other property from damage due to Supplier's performance of the work.

**RIGHT OF ENTRY** - With respect to performance hereunder, employees and other representatives of Supplier as authorized by Buyer shall, upon reasonable advanced notice, be permitted to enter Buyer's facility during normal business hours. Such Supplier employees and other Buyer authorized Supplier representatives shall be subject to all facility rules and regulations, clearances, security regulations and procedures as applicable.

**TOOLS AND EQUIPMENT** - Supplier shall provide all labor, tools and equipment (the "tools") for performance hereunder. Should Supplier actually use any tools owned or rented by Buyer, Supplier acknowledges that Supplier accepts the tools "as is, where is" and that Supplier shall have risk of loss and damage to such tools. Supplier agrees not to remove such tools from Buyer's or its customers' premises, to use tools only for the work, and to return the tools to Buyer upon completion of use, or at such other time as Buyer may request, in same condition as when received by Supplier, reasonable wear and tear excepted.

**TERMINATION** - Buyer may at any time terminate this order for work and/or services, in whole or in part, with or without cause, immediately upon written notice to Supplier. In such case, Buyer's liability shall be limited to payment of the amount due for work performed up to and including the

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