

ACH GENERAL EQUIPMENT SALES AGREEMENT TERMS AND CONDITIONS

1. Purchase and Sale; Purchase Price; Payment; Taxes; Passage of Risk of Loss and Title.

1.1 For the applicable Purchase Price set forth in the ACH General Equipment Sales Agreement, which these ACH General Equipment Sales Agreement Terms and Conditions are attached to and part of (“**Agreement**”), Buyer will purchase from Seller, and Seller will sell, transfer, convey, and deliver to Buyer, all of the right, title, and interest that Seller possesses and has the right to transfer in and to each item of Equipment specified in the Agreement, subject to the terms and conditions set forth below and in the Agreement.

1.2 Buyer will be solely responsible for all taxes, duties, or other fees or charges imposed by third parties or governmental authorities with respect to the sale or transfer of the Equipment (including any transfer, documentary, sales, use, stamp, registration, or other such taxes or fees), and Seller will add any of the same to the Purchase Price unless (if applicable and required by Seller) Buyer has provided Seller with a valid exemption certificate or direct pay permit.

1.3 Unless otherwise specified in the Agreement, Payment for the Equipment will be made by Buyer to Seller in full in immediately available U.S. Federal funds via wire transfer the bank account specified by Seller in the Agreement by the applicable payment date specified in the Agreement for such Equipment.

1.4 Title to the Equipment will pass to Buyer upon the later of: (a) Seller’s receipt of full payment of the Purchase Price for such Equipment in accordance with Section 1.3; and (b) Buyer’s removal of such Equipment from the Seller’s Plant specified in the Agreement, which will occur in accordance with the timing specified in the Agreement, or as otherwise agreed upon by the Parties in writing, and Section 3.1. Risk of loss to the Equipment will pass to Buyer upon the delivery of such Equipment to Buyer at the Seller’s Plant in accordance with Section 3.1; provided, however, that Seller will be responsible for loss or damage to such Equipment that occurs after delivery of such Equipment to Buyer in accordance with Section 3.1, but prior to the removal of such Equipment from the Seller’s Plant, to the extent such loss or damage directly results from negligent acts, or willful or wanton misconduct, of personnel of Seller (which are not requested or approved by Buyer, its affiliates, or contractors) occurring during such time period.

2. No Warranties. All Equipment is being sold “**AS IS, WHERE IS, and WITH ALL FAULTS**” as at, and upon, delivery to Buyer and Seller has made no, and makes no, representation or warranty whatsoever concerning the condition, state of repair, compliance with laws, compliance with any quality standards, usability, operability, service, safety, or suitability to task of the Equipment. **NO WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN OR ARE GIVEN BY SELLER WITH RESPECT TO THE EQUIPMENT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.** Seller is not responsible for any use of any Equipment in any application.

3. Removal; Delivery; Inspection

3.1 Seller, at its cost, will be responsible for disconnecting the Equipment from utilities at Seller’s Plant and draining fluids. Buyer will be responsible for the following in regard to the Equipment (and delivery of the applicable Equipment to Buyer under this Agreement will occur upon the first occurrence of any of the following by or for Buyer or any of its contractors in regard to such Equipment): disassembling, preparing the Equipment for shipment, moving it from its present location on the Seller’s Plant floor, loading the Equipment onto vehicles selected by Buyer for transport, and securing it for transport once

loaded, including fastening, blocking and bracing. Buyer will also be responsible for any transport, re-assembly, re-commissioning, or certification of the Equipment. All such activities will take place in accordance with the timing specified in the Agreement or otherwise agreed upon by the Parties in writing. Buyer's responsibilities described in this Section 3.1 will be at Buyer's sole cost.

3.2 Buyer will, upon Seller's request, review Buyer's disassembly and shipment plan for the Equipment and will make any modifications reasonably requested by Seller. If requested by Buyer reasonably in advance, Seller will provide Buyer with commercially reasonable access to the Equipment to allow Buyer to inspect it prior to delivery and to facilitate Buyer's activities in the removal and transport of it, subject to the operating, health, safety, security, environmental, and confidentiality guidelines and requirements of Seller (or the applicable third party). In no event will any disassembly or shipment occur prior to the date upon which Seller's need for the Equipment has ended, as determined by Seller in its sole discretion.

3.3 Buyer's (or its carrier's) acceptance of the Equipment upon delivery of it will constitute Buyer's (and its carrier's) acceptance of it and Buyer will, for purposes of acceptance, have no further right to inspect it. Buyer's failure to inspect any Equipment will not constitute a basis for any claim. For the avoidance of doubt, any claims for loss or damage to Equipment during shipment are solely between Buyer and its carrier (if applicable) and Buyer is solely responsible for filing any such claims with its carriers. Any claims of Buyer relating to any Equipment delivered by Seller under this Agreement must be submitted to Seller in writing within 15 days after delivery of the applicable Equipment by Seller under this Agreement. Seller will not be liable for, or pay, any service charges associated with any claims of Buyer.

4. No Intellectual Property Rights Transferred; Embedded Software.

4.1 Buyer will acquire no intellectual property rights of any person or entity, and no intellectual property rights are licensed to Buyer, either expressly or by implication, under this Agreement or as a result of the sale or transfer of the Equipment to Buyer under this Agreement.

4.2 Buyer acknowledges that certain software may be embedded in, and required to operate, the Equipment. Although Seller will use commercially reasonable efforts to identify any such software to Buyer prior to Seller's delivery of the applicable Equipment to Buyer under this Agreement, Buyer will be solely responsible, at its cost, for obtaining any license, agreement, or other rights of a third party necessary for Buyer's possession or use of such embedded software or the Equipment containing it. If the consent of a third party is required, as determined by Seller in its sole discretion, in regard to Seller's transfer to Buyer of such software or the Equipment containing it: (a) Seller will not be required to transfer such software or the applicable Equipment prior to Seller's receipt of such consent; and (b) Seller will use commercially reasonable efforts to obtain such consent; provided, however, that, at Seller's request, Buyer will fully cooperate with Seller regard to obtaining such consent, and Buyer will be solely responsible for the cost of any such consent (including any new license, updated maintenance, or similar fees). In no event will Seller be required to incur any such costs or fees in regard to any such consent, or otherwise provide any financial accommodation or guarantee, or incur any liability, in regard to any such consent.

5. Compliance with Laws; Liens; Indemnification; Insurance.

5.1 If Buyer comes onto Seller's premises to perform any activity related to this Agreement, Buyer will examine the premises to determine whether they are safe for such work and will advise Seller promptly of any situation it deems to be unsafe. Buyer will comply with all applicable laws, rules, regulations, orders, conventions, ordinances, and standards in connection with Buyer's removal, handling, transport, exportation, importation, licensing, approval, certification, disposition, and use of the Equipment and in the performance of its obligations under this Agreement, including those relating to

environmental matters, wages, hours, conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. In addition, Buyer will comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State. Specifically, Buyer agrees that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any goods, products, or technology received from Seller under this Agreement to any destination, entity, or person prohibited by the laws and regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. At Seller's request, Buyer shall certify in writing its compliance with any or all of the requirements of this Section 5.1. For the avoidance of doubt, this Section 5.1 will survive the termination or expiration of this Agreement.

5.2 In addition, Buyer will abide by the guidelines and requirements (including those relating to operations, health, safety, security, environmental matters, and confidentiality) of Seller at all times in the conduct of Buyer's activities on Seller's premises. Buyer'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 such premises. If Buyer uses its own vehicles for transporting the Equipment, Buyer's vehicles that enter such premises must be marked clearly with Buyer's name and vehicle number.

5.3 Buyer will not suffer or permit to be enforced against the Seller, or the Seller's Plant or the Equipment (including any part thereof), any lien, including any mechanic's, materialmen's, contractor's or subcontractor's liens, or any claims for damages arising from activities under this Agreement by or on behalf of Buyer. Buyer will, at its cost, handle and be responsible for any lien asserted by or on behalf of, or resulting from the activities of, Buyer or any of its contractors, agents, or employees under this Agreement, including any related to any removal or transport of the Equipment. Upon request, Buyer will obtain and furnish to Seller waivers or releases of claims and liens by Buyer's contractors, agents and employees. For the avoidance of doubt, this Section 5.3 will survive the termination or expiration of this Agreement.

5.4 To the full extent permitted by applicable law, Buyer will indemnify Seller, its affiliates, and the directors, officers and employees of each of the same (collectively, "**Indemnified Parties**"), for all expenses (including attorney fees, settlements, and judgments) incurred by an Indemnified Party in connection with: (a) Buyer's breach of this Agreement; and (b) all 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 Buyer's representations, performance, or obligations under this Agreement, including claims for any related violations of any applicable law, ordinance, or regulation or government authorization or order, regardless of whether such claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except to the extent directly resulting from the negligence of Seller. For the avoidance of doubt, this Section 5.4 will survive the termination or expiration of this Agreement.

5.5 Insurance:

5.5.1 At its sole cost and expense, Buyer shall procure and maintain insurance continuously throughout the term of this Agreement from such companies as are acceptable to Seller and listed in the current "Best's Insurance Guide" as possessing a minimum policy holders rating of "A-" (Excellent) and a financial category no lower than "VI" (\$25,000,000 to \$50,000,000 of adjusted policyholders surplus). The following insurance shall cover Buyer's activities under this Agreement whether such activities be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Workers' Compensation insurance with statutory limits, or a State certificate of self-insurance where permitted under applicable State laws, and Employer's Liability insurance for not less than \$1 million per occurrence.
- Occurrence type Commercial General Liability insurance, including but not limited to blanket contractual coverage, for bodily injury including death, personal injury, and property damage with limits of not less than \$3 million combined single limit per occurrence.
- Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits of not less than \$3 million combined single limit per occurrence.
- If there is an environmental risk exposure in relation to any Equipment or work performed by Buyer under this Agreement, Pollution Legal Liability insurance with limits of not less than \$10 million combined single limit per occurrence. Such insurance shall provide coverage for any environmental risk as related to any Equipment or materials handled, transported, stored or disposed of by Buyer.

5.5.2 With the exception of Workers' Compensation, each insurance policy listed above, and any excess or umbrella policy carried by Buyer with additional limits than those specified above, must name Seller and its affiliates as an additional insured under the policy(s). All insurance policies of Buyer shall be endorsed to state that the policy will be primary, and will not be excess to or contributory with, any self-insurance or insurance policies carried by Seller. The insurance policy shall endeavor to provide that the policy may not be canceled without 30 days' prior written notice to Seller. Buyer shall furnish to Seller an acceptable certificate of insurance evidencing the coverage required herein. The furnishing of acceptable evidence of required coverage should not relieve Buyer from any liability or obligation for which it is otherwise responsible to Seller.

5.5.3 Buyer shall require that its subcontractors procure and/or maintain insurance coverage at the limits described above, or at limits Buyer deems appropriate. Buyer shall indemnify and be fully responsible for any cost to Seller resulting from any subcontractor's failure to procure and/or maintain insurance at the limits set out above.

5.5.4 Seller and Buyer each hereby waive any and all rights of subrogation that their insurers may have for recovery against the other and its parent, affiliates, and their respective officers, directors, stockholders, agents, and employees, relating to losses or damage arising from performance of this Agreement. This mutual subrogation waiver will preclude the assignment of any insurance claim by way of subrogation to any insurer. Seller and Buyer agree to give immediately to each appropriate insurer written notice, if required, of the terms of these mutual waivers, and if necessary, have said insurance policies properly endorsed to prevent the invalidation of the insurance coverages by reason of these waivers, if required by the respective insurance policies. Seller and Buyer each shall indemnify the other against any loss or expense, including but not limited to reasonable solicitor's fees, resulting from the failure to obtain such insurance subrogation waiver.

6. Termination. Seller may, at its option upon notice to Buyer, terminate this Agreement, in whole or in part, in regard to any Equipment: (i) at any time prior to Seller's delivery of such Equipment to Buyer; (ii) at any time after delivery of such Equipment to Buyer if Buyer does not remove such Equipment from the Seller's Plant when and as required under this Agreement; or (iii) at any time if Seller has not received payment in full from Buyer for such Equipment when and as required under this Agreement. In the event of termination under Section 6(ii) or (iii), unless and to the extent Seller notifies Buyer otherwise in writing, each of the following shall apply without further action by, or notice to or from, Buyer or Seller: (A) all rights that Buyer has or may have in or to the Equipment to which such termination relates (i.e. in regard to

Section 6(ii), the Equipment that has not been removed from the Seller's Plant when and as required under this Agreement, and in regard to Section 6(iii), the Equipment in regard to which Seller has not received payment in full from Buyer when and as required under this Agreement) are hereby waived and released by Buyer; (B) Seller shall retain title to such Equipment (including the right to retain, possess, use, sell, encumber, dispose of, lease, or transfer such Equipment at Seller's sole discretion); and (C) Seller shall have the right to retain any or all of the Purchase Price paid by Buyer to Seller under this Agreement in regard to such Equipment.

7. Miscellaneous.

7.1 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, except that the applicable third party Indemnified Parties are intended third-party beneficiaries of the rights of Seller, and the obligations of Buyer, relating to such Indemnified Parties (or their officers, directors, employees, agents, and representatives) and may fully enforce such rights.

7.2 Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party, except that Seller may do so, in whole or in part, to Ford or any of its affiliates with notice to, but without the consent of, Buyer.

7.3 Counterparts; Headings. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7.4 Notices. All notices, requests and other communications to either Party hereunder shall be in writing (including e-mail transmission so long as a receipt of such transmission is requested and received) and shall be given by personal delivery or sending by overnight courier service, proof of delivery requested, or sent by e-mail, receipt of delivery requested, to the applicable address set forth below.

If to Seller, to:

Automotive Components Holding, LLC
c/o Ford Motor Company
World Headquarters
Rm. 337-A6
One American Road
Dearborn, MI 48126-2798
Attn: Diale Taliaferro
E-mail: dtaliafe@ford.com

with a copy to (which shall not constitute notice):

Automotive Components Holding, LLC
Sheldon Road Plant
14425 Sheldon Road
Plymouth Township, MI 48170

If to Buyer, to:

with a copy to (which shall not constitute notice):

Attn: _____
E-mail: _____

Ford Motor Company
Office of the Secretary
One American Road
11th Floor World Headquarters
Dearborn, Michigan 48126-2798
Attention: Bradley M. Gayton
E-mail: Notice@ford.com

A Party may hereafter specify different addresses, facsimile numbers, or e-mail addresses for the purposes of this Section 7.4 by notice to the other Party. All such notices, requests, demands, waivers and other communications shall be deemed to have been given on the date of personal receipt or proven delivery (which with respect to email shall be when electronic receipt is received or confirmed by e-mail).

1.5 Dispute Resolution; Governing Law; Limitation.

(a) In the event of a dispute between the Parties relating to this Agreement, the Party raising the matter in dispute will notify the other Parties in writing describing in sufficient detail the nature of the dispute. All Parties will then appoint one or more representatives to resolve the dispute. These representatives will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of 60 days, if no settlement has been reached, the Parties may end discussions and declare an impasse. If an impasse is declared, the Parties will participate in non-binding mediation by a third-party mediator in good faith. The Parties will promptly agree on the mediator and the cost of the mediator will be shared equally by the Parties. The mediator will have until 90 days after the date of appointment to help resolve the dispute. The Parties may (but are not required to) agree to participate in binding arbitration following the declaration of an impasse or the conclusion of mediation. Such agreement must be in writing and will specify the rules, procedures, and location to be utilized in the arbitration.

(b) If the dispute has not been resolved within 60 days after the end of the mediation period specified in Section 7.5(a), litigation may be initiated, unless the Parties agree to arbitration under Section 7.5(a). In any such litigation, all Parties: (i) irrevocably submit to the exclusive jurisdiction of: (A) the United States District Court for the Eastern District of Michigan, Southern Division in Detroit, as to any claim or proceeding over which it may have jurisdiction; or (B) the Circuit Court for the County of Oakland, Michigan (6th Circuit – Pontiac) as to all other claims or proceedings; (ii) expressly waives any objection to venue or jurisdiction, including an objection based on the inconvenience of the forum; and (iii) agrees not seek or accept any award of punitive, exemplary or multiple damages other than a right to recover them under any indemnification right for Third Party Claims provided for in this Agreement.

(c) This Agreement will be governed by the laws of the State of Michigan without regard to any conflict of laws provisions that might otherwise apply. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The foregoing provisions of this Section 7.5 notwithstanding, any Party seeking to enforce its right to non-monetary injunctive relief or to specifically enforce the terms and provisions of this Agreement as set forth in this Agreement shall not be required to follow the procedures set forth in Section 7.5(a) and (b) above, inclusive. Seller shall in no event be liable for any consequential, incidental, indirect, special or punitive damages, including lost profits or diminution in value.

7.6 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. Waiver of any

one provision of this Agreement (i) shall not be deemed to and shall not constitute a waiver of any other provision hereof (whether or not similar) and (ii) shall not constitute a continuing waiver unless otherwise expressly provided in the written waiver. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.7 Construction; Severability; Certain Definitions. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference in this Agreement to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. As used in this Agreement, the word "including" shall mean including without limitation and the word "affiliates" shall mean the applicable Party's subsidiaries and affiliates (which, in regard to Seller, shall include Ford). Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7.8 Confidentiality. Buyer will use the standard of care that it would use in protecting the security, integrity, and confidentiality of Buyer's own confidential information, but no less than reasonable care, to protect the security, integrity, and confidentiality of Seller Confidential Information. For the purposes of this Section 7.8, "**Seller Confidential Information**" means any information, whether written, oral or otherwise, relating to any portion of Seller's business that Buyer (including any of its agents, contractors, or representatives) may acquire under or in the course of its performance of this Agreement, including its presence in the Seller's Plant, including any information relating to Seller or any of its affiliates, suppliers, customers, employees, personnel, or contractors. Buyer's obligations under this Section 7.8 will not, however, apply to: (a) information that: (1) is or becomes publicly available through no breach of any agreement between Buyer and Seller or any of its affiliates; (2) is approved by Seller for release in writing; (3) is lawfully obtained by Buyer from a third party without a duty of confidentiality; (4) was already known to Buyer prior to its disclosure to Buyer; or (5) is required to be disclosed by a valid court order (provided that Buyer has notified Seller in writing of the court order and fully cooperated with Seller in seeking, at Seller's sole discretion, confidential treatment for the disclosures); or (b) the Equipment transferred to Buyer under this Agreement, or to any business contact information of Seller employees, personnel, or contractors (provided that Buyer may only use such business contact information for business contact purposes related to the transfer of the Equipment under this Agreement).

7.9 Audit Rights; Records. If requested by Seller, Buyer will permit Seller (including its authorized representatives) to examine all pertinent documents, data, and other information relating to the Equipment and Buyer's obligations under this Agreement, including in regard to any payment made to Seller or any claim made by Buyer. Any such examination will be conducted during normal business hours and upon advance written notice to Buyer. If requested by Seller, Buyer will use its best efforts to permit Seller to obtain from Buyer's third party agents, representatives, and contractors involved in Buyer's performance of this Agreement the information, and permission to conduct the reviews, specified in this Section 7.9, regardless of any other right Seller may have to that information or facilities. Buyer will keep all relevant documents, data, and other written information for at least two years following the later of the last delivery of Equipment, or the date of final payment by Buyer to Seller, under this Agreement and Seller may make copies of these materials.

7.10 Excusable Delay. No Party shall be liable for a failure perform under this Agreement that arises from causes or events beyond its reasonable control that are not attributable to its fault or negligence,

including labor disputes. The Party claiming the excusable delay shall give notice to the other Party in writing as soon as possible after the occurrence and termination of the condition.

7.11 Advertising. Buyer shall not make any reference to Seller or any of its affiliates, or use Seller's or any of its affiliate's trademarks or logos, in any advertising or publicity materials.

7.12 No Purchase Commitment for Goods/Services From Buyer. This Agreement does not create any obligation of any person or entity to purchase any goods or services from Buyer.