

VIA MOTORS, INC.

TERMS AND CONDITIONS

These Terms and Conditions (the "Terms and Conditions") apply to and are a part of all purchase orders, including releases against blanket purchase orders (together, "Purchase Orders" and each a "Purchase Order") issued by VIA Motors, Inc. and/or its applicable affiliates, subsidiaries, contractors and divisions (together, "VIA") to the Vendor specified in the Purchase Order (the "Vendor").

1. Offer; Acceptance; Exclusive Terms.

A. Each Purchase Order, including these Terms and Conditions, is an offer by VIA to the party to whom the Purchase Order is addressed and that party's affiliates and subsidiaries (together "**Vendor**") to enter into a contract for the production, purchase and sale of the products (including Tooling) and/or services as specified in the Purchase Order and in any attachments, schedules, exhibits, requests for quotations, designs and drawings provided to Vendor by VIA (collectively, "**Products**"). Each Purchase Order, including these Terms and Conditions, will be deemed accepted by Vendor by Vendor's shipment of Products, performance of services, commencement of work on Products, written acknowledgement, or any other conduct of Vendor that recognizes the existence of a contract pertaining to the subject matter of the Purchase Order.

B. Vendor's acceptance is expressly limited to these Terms and Conditions. VIA rejects any additional or inconsistent terms in any offer, counter-offer, or other document from Vendor. Vendor agrees that any such additional or inconsistent terms shall have no force and effect. It is the parties' intent that, except to the extent covered by a separate written agreement executed by VIA and Vendor, a Purchase Order shall exclusively govern the relationship of the parties with respect to its subject matter. Without limiting the generality of the foregoing, VIA may accept conforming or nonconforming Products tendered by Vendor and such action shall not modify the applicable Purchase Order, regardless of whether any document from Vendor states that acceptance of such Products constitutes acceptance of additional or inconsistent terms proposed by Vendor.

2. Duration.

Subject to termination under Section 15 below, unless a Purchase Order specifies otherwise, the initial term of the Purchase Order begins on the effective date shown on the Purchase Order (the "**Effective Date**") and continues for twelve (12) consecutive months following the Effective Date (the "**Initial Term**"). Thereafter, the Purchase Order will automatically be renewed for successive terms of twelve (12) months each (each a "**Renewal Term**") unless VIA provides Vendor with a notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.

3. Quantities.

A. If a Purchase Order states that it is a "blanket" order or does not specify quantities and/or delivery dates (referred to herein as a "**Blanket Order**"), then Vendor shall procure materials and manufacture and/or assemble and ship Products only as authorized by and in accordance with shipping releases specifying the quantities needed, delivery locations and shipment dates for the Products (each, a "**Release**" and together "**Releases**") issued from VIA from time to time. Any quantities shown on a Blanket Order shall only be estimates of annual requirements and shall not constitute a minimum order from VIA unless the Purchase Order expressly so states on its face. Vendor agrees to supply up to 115% of any quantities shown on a Blanket Order upon request of VIA through Releases. A Blanket Order shall not obligate VIA to purchase a particular quantity or percentage of its requirements of the subject product or service from Vendor, or prohibit VIA from purchasing the same or similar parts from other Vendors, unless the Purchase Order expressly so states on its face.

B. From time to time, VIA may provide Vendor with estimates, forecasts or projections of its future volume or quantity requirements for the Products and/or the term of a program ("**Projections**"). Projections are not binding on VIA and VIA makes no representation, warranty, guaranty or commitment regarding any Projections. VIA will only be obligated to purchase quantities of Products specified in a Release.

C. A Purchase Order that specifies that it covers a percentage of VIA's requirements for a Product shall not obligate VIA to purchase any minimum amount of such Product unless the Purchase Order expressly so states. VIA's obligation to purchase a percentage of requirements from Vendor is expressly conditioned on (1) Vendor being price competitive for the Product, (2) Vendor maintaining on-time delivery of acceptable Product that

meets all Specifications (as defined below); and (3) Vendor maintaining quality and performance characteristics on such Product.

D. VIA shall have no obligation to accept overshipments. In the event of an overshipment VIA may, at its option (i) purchase Products shipped in excess of the quantities stated in a Purchase Order, at the price set forth in such Purchase Order, (ii) store such items at Vendor's expense for pickup by Vendor, or (iii) return such items to Vendor at Vendor's expense.

4. Price.

A. Prices charged for Products will be stated in the Purchase Order and are not subject to increase for any reason including, but not limited to, increases in raw material or component costs, labor costs, or overhead costs. Prices may be subject to mandatory decreases if so provided in the Purchase Order.

B. Vendor represents and warrants that the price charged to VIA for the Products is at least as low as the price charged by Vendor to other VIAs under conditions similar to those specified in the Purchase Order and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. If Vendor's quoted prices to other customers for Products similar to those sold under a Purchase Order in similar quantities are reduced (whether in the form of a price reduction, close-out, rebate, allowance, or free or reduced price other Products), Vendor agrees that the price to VIA for Products covered by such Purchase Order will be reduced accordingly, and that VIA will be billed at such reduced prices, retroactive to the first reduction to another customer. VIA shall have the right to audit Vendor's books and records through a mutually agreed third party subject to reasonable confidentiality restrictions up to twice annually during normal business hours to verify compliance with this subsection B. Such audit shall be at VIA's expense unless the audit shows that VIA is entitled to a price reduction of more than 0.5%, in which case Vendor shall reimburse VIA for all reasonable out-of-pocket costs incurred in connection with such audit. Vendor will ensure that the prices charged to VIA for the Products remains competitive with the price for similar Products available to VIA from other Vendors.

C. Vendor will participate in VIA's cost savings and productivity programs and initiatives and will implement Vendor's own cost savings and productivity programs and initiatives to reduce Vendor's prices.

D. If the computation of the price charged for Products includes an amortized payment or reimbursement to Vendor for expenses (including, for example, Tooling, machinery and equipment, and/or research and development expenses) (the total amount agreed by VIA and Vendor to be paid or reimbursed to Vendor therefor, the "**Amortization Amount**"), once Vendor has received repayment or reimbursement of the Amortization Amount, the price for the Products will, immediately and automatically, be decreased by an amount equal to the per-Good portion of the Amortization Amount.

E. Vendor will not charge VIA any sales, use or other taxes on any Products. Unless expressly stated in a Purchase Order, Vendor's prices include all applicable taxes, duties and levies, including but not limited to value-added and excise taxes. VIA certifies that it will use all Products for resale or in processing or manufacturing or will attach them to or incorporate them into Products for sale or resale.

5. Invoices.

A. All invoices and/or advance shipping notices for Products shipped pursuant to each Purchase Order must reference the Purchase Order number, Purchase Order amendment or Release number, VIA's part number, Vendor's part number (if different), quantity of pieces in the shipment, number of cartons or containers, Vendor's name, unit price and bill of lading number. Freight charges and any special charges must be set forth as separate line items. Invoices shall only cover a single Purchase Order.

B. All invoices and/or advance shipping notices for Products shipped pursuant to each Purchase Order must include all information appearing in the Purchase Order which is necessary for identification and control of the Products including, but not limited to, information required by any applicable taxing authority or under any applicable tax law or regulation, and any applicable import declaration number and/or number of any temporary import program.

C. Upon request by VIA, Vendor will submit invoices through an electronic data interface maintained by VIA or a third party.

D. Vendor will provide all invoices and/or advance shipping notices for Products shipped pursuant to each Purchase Order to VIA at the invoicing address identified in the Purchase Order.

E. No invoice may reference any term or condition separate from or different than these Terms and Conditions or the terms in the Purchase Order. VIA reserves the right to return all invoices or related documents submitted incorrectly. VIA shall be under no legal obligation to pay Vendor for Products covered by a Purchase Order until VIA is in receipt of an acceptable invoice. Any payment by VIA of a nonconforming invoice is not an acceptance of any non-conforming element or terms on such invoice.

6. Payment Terms.

A. Unless otherwise stated in the Purchase Order, Vendor's invoices will be payable on the 10th day of the second month following the month in which both conforming Products and Vendor's conforming invoice for such Products are received by VIA, provided that such Products and invoice are both received by VIA not later than the 15th day of the month; if such Products and invoice are both received by VIA between the 16th and last day of the month, Vendor's invoice will be payable on the 25th day of the second month following the month of receipt. If a payment date falls on a non-business day, payment will be made on the following business day. No payment will be due from or made by VIA prior to VIA's receipt of (i) conforming Products corresponding to such payment and (ii) Vendor's invoice in accordance with Section 5 above.

B. The cash discount period available to VIA will date from the date of receipt of the articles at the "Ship To" address listed on the face of the Purchase Order or the date of receipt of the acceptable invoice, whichever is later, and not from the date of the invoice. Invoices lacking terms will be discounted on a 2%-10 days basis. Payment is deemed to be made for the purpose of earning the discount on the date of mailing VIA's check.

C. Any amount paid by VIA for Products will not be deemed to be a waiver of any breach of the Purchase Order by Vendor or any amount otherwise due to VIA nor will it be deemed to constitute final acceptance of the Products or a waiver of any rights of VIA to reject the Products. Any waiver by VIA of any breach by Vendor on one occasion will not preclude VIA from seeking any recovery from Vendor, nor will it preclude VIA from terminating the Purchase Order for, or constitute a waiver of, any other breach at another time. VIA shall have the right to withhold, without penalty, payment of any invoiced amount that VIA disputes until resolution of the disputed amount.

D. VIA may, at any time in its sole discretion, remit payments directly to Vendor's subcontractors or Vendors for materials, parts, components, and other Products and services ordered by Vendor from such subcontractors or Vendors in connection with Vendor's production of the Products. If VIA makes such direct payments to Vendor's subcontractors or Vendors, VIA will permanently reduce its next payments to Vendor for the Products, dollar-for-dollar, by the amount of all such direct payments.

7. Quality.

A. Vendor will assure that all Products conform to all specifications, standards, drawings, samples and descriptions including, without limitation, as to quality, performance, fit, form, function and appearance under the Purchase Order. Vendor is responsible for the quality, performance, fit, form, function and appearance of all Products and components and sub-components provided by any sub-tier and subcontractor manufacturers and Vendors used by Vendor. Vendor will, at its expense, furnish, keep in good condition, and replace when necessary all Tooling, machinery and equipment and other items necessary for the production of the Products.

B. Supplier agrees to comply with VIA's Supplier Quality Manual, as the same may be updated from time to time, which Supplier Quality Manual is hereby made a part of the contract as if set forth herein. A copy of VIA's Supplier Quality Manual is available at <http://www.viamotors.com/quality> or on request. In the event of a conflict, the order of precedence shall be: (1) the express terms on the face of a Purchase Order, (2) any schedules, exhibits or other documents referenced in a Purchase Order (or referred to in any such schedules, exhibits or other documents), (3) VIA's Supplier Quality Manual, and (4) these Terms and Conditions.

8. Delivery; Premium Shipping Costs; Risk of Loss.

A. Deliveries will be made in quantities and at the times and to the destination specified in a Purchase Order or in Releases, or if no destination is specified, to VIA's plant originating the applicable Purchase Order or Release. Time and quantity of delivery are of the essence of each Purchase Order and Release. Vendor will adhere to shipping directions specified on the Purchase Order or Releases. VIA will not be required to make payment for

Products delivered to VIA that are in excess of quantities and/or in advance of delivery schedules specified in VIA's Releases or in a Purchase Order. Unless otherwise expressly stated in a Purchase Order, Vendor shall be responsible for all freight, insurance, packing, loading or unloading and other shipping charges. Unless otherwise expressly stated in a Purchase Order, Vendor shall deliver all Products Delivered Duty Paid (DDP) (Incoterms 2010) to the destination specified in a Purchase Order, or if no destination is specified, to VIA's plant originating the applicable Purchase Order.

B. Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in Purchase Orders or Releases will be Vendor's sole responsibility.

C. If Vendor fails to deliver conforming Products pursuant to the delivery date(s) set forth in a Purchase Order or Release ordered within agreed lead times, VIA may obtain substitute or replacement Products without notice to Vendor and thereafter reject any late Products tendered by Vendor. Vendor shall be responsible for all damages incurred by VIA as a result of Vendor's failure to meet delivery schedules with conforming Products, including, but not limited to, the cost of any line shutdown, any increased cost of obtaining Products from an alternate source and/or expedited or premium freight or transportation costs. VIA's actions in obtaining substitute or replacement products shall not constitute an election of remedies, nor shall it in any way limit the rights and remedies of VIA under the Purchase Order for breach by Vendor.

D. Notwithstanding any agreement concerning payment of freight expenses, delivery will not have occurred and the risk of loss will not have shifted to VIA until the Products have been received at the delivery location specified in a Purchase Order or Release and have been accepted by VIA at that location.

9. Intellectual Property.

A. Intellectual Property Rights. The term "**Intellectual Property Rights**" means inventions, patents (including utility patents and design patents), trade secrets, trademarks, service marks, trade dress, industrial designs, mask works, copyrights, know-how, software, data base rights and other proprietary rights. The term "**Existing Intellectual Property Rights**" means the Intellectual Property Rights of either VIA or Vendor existing prior to an applicable Purchase Order, as well as any improvements thereto, excluding the Developed Intellectual Property Rights. The term "**Developed Intellectual Property Rights**" means any and all Intellectual Property Rights developed for incorporation into the Products that are either developed by VIA alone, by VIA and Vendor jointly, or by Vendor alone as requested by VIA in connection with any Purchase Order. Developed Intellectual Property Rights do not include any Existing Intellectual Property Rights.

B. Existing Intellectual Property Rights. Each party will retain exclusive ownership of its Existing Intellectual Property Rights. VIA does not transfer to Vendor any of its Existing Intellectual Property Rights, and Vendor may not use the same other than to produce and supply Products to VIA. Except as stated in this Section 8 or a Purchase Order, Vendor does not transfer to VIA any Existing Intellectual Property Rights of Vendor, other than Vendor grants to VIA and its customers the right to resell Products or incorporate Products purchased from Vendor in vehicles, component parts or assemblies and to sell the same to VIA's customers. Upon termination or expiration of a Purchase Order, Vendor grants to VIA an irrevocable, non-exclusive worldwide license, with the right to grant sublicenses, to use Vendor's Existing Intellectual Property Rights relating to the terminated or expired Purchase Order, subject to Section 42 of these Terms and Conditions, to produce, use, sell and to obtain, from alternate sources, products and services similar to the Products (including related systems and components). There will be no fee for this license.

C. Developed Intellectual Property Rights. All Developed Intellectual Property Rights are owned by VIA and not by Vendor. Vendor hereby confirms the same and assigns to VIA all of Vendor's right, title and interest in and to all Developed Intellectual Property Rights that are developed or created in the course of performing any Purchase Order (separately or as part of any Products). To the extent that any Developed Intellectual Property Rights are copyrightable works or works of authorship (including, but not limited to, computer programs, technical specifications, documentation and manuals), the parties agree that they are "works made for hire" as that term is used in connection with the U.S. Copyright Act. Vendor may only use the Developed Intellectual Property Rights to produce and supply Products to VIA.

D. Vendor warrants that all Products covered by each Purchase Order do not and will not infringe upon, violate or misappropriate the Intellectual Property Rights of any third party. Vendor: (i) will defend, hold harmless and indemnify VIA, its directors, officers, employees, agents and its customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any lawsuit, claim, demand or action for actual or

alleged direct or contributory or vicarious infringement of, or inducement to infringe, any United States or foreign Intellectual Property Right by reason of the manufacture, use, sale, offering for sale, importation or distribution of the Products (including such claims where Vendor has provided only part of the Products); and (ii) waives any claim against VIA and its customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Vendor or VIA for infringement of any Intellectual Property Rights, including claims arising out of compliance with specifications furnished by VIA. Property Rights that Vendor has or may have that are applicable to the Products used or furnished under the Purchase Order.

F. Vendor will not sell or otherwise dispose of any Products that incorporate any Intellectual Property Rights of VIA to any person other than VIA unless specifically authorized by VIA in advance and in writing.

10. Warranties.

A. Vendor warrants that all Products covered by each Purchase Order will conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, and fit, form and function requirements furnished to Vendor by VIA, and all industry standards, laws and regulations in force in countries where the Products or vehicles equipped with such Products are to be sold. Vendor warrants that all Products will be merchantable, safe, of good material and workmanship and free from defects. In addition, Vendor acknowledges that Vendor knows of VIA's intended use of the Products and expressly warrants that all Products will be fit and sufficient for the particular purpose intended by VIA. Vendor agrees that all statements made by Vendor to VIA prior to the date of a Purchase Order (including but not limited to in any sales literature) constitute express warranties upon which VIA may rely. Unless VIA has supplied the design for Products sold hereunder, Vendor expressly warrants that the design of said Products shall be free from defects.

B. Vendor warrants that Vendor will convey good title to the Products to VIA, free and clear of all liens, claims, interests and other encumbrances.

C. All warranties will be effective for the longer of (i) the period provided by applicable law or (ii) the warranty period provided by VIA to its customer; provided, however, that if VIA, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Products or any parts, components or systems incorporating the Products are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (collectively, a "**Remedial Action**"), the warranty will continue for such time period as may be dictated by VIA's customer or the federal, state, local or foreign government where the Products are used or provided. Notwithstanding any expiration of a warranty period set forth in this Section 10, Vendor will nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Products fail to conform to the warranties set forth in the Purchase Order. Where applicable, Vendor will pay all reasonable expenses associated with determining whether a Remedial Action is necessary.

D. All warranties are intended to provide VIA with protection from any and all warranty claims brought against VIA by its customer. This includes, but is not limited to, meeting any customer-required warranties relating to the Products or products into which the Products are incorporated. All such customer-required warranties are incorporated by reference.

E. The warranties provided for in this Section 10 are in addition to all other warranties, express, implied or statutory, and will survive VIA's inspection, test, delivery, acceptance, use and payment of and for the Products, and inure to the benefit of VIA, its successors and assigns, and VIA's customers and the users of VIA's or its customers' products. The warranties provided for in this Section 10 may not be limited or disclaimed by Vendor. VIA's approval of Vendor's designs, materials, processes, drawings, specifications or the like will not be construed to relieve Vendor of any warranties, nor will a waiver by VIA of any required specification as to any particular Products constitute a waiver of any such requirements for the remaining Products to be delivered unless so stated by VIA in writing.

F. Vendor will immediately notify VIA in writing if Vendor learns of any facts, circumstances or conditions, the existence of which causes or threatens to cause imminent breach of any warranties or interruption in Vendor's production of Products.

G. To mitigate its damages, VIA may defend any claim that any Products supplied by Vendor are defective, in breach of warranty, or otherwise do not meet applicable legal or contractual requirements because such

customer may attempt to hold VIA responsible for problems caused in whole or in part by Vendor. Such defense is in the interest of both Vendor and VIA. Vendor waives the right to argue that the fact that VIA took any such position in any way limits VIA's right to assert a claim against Vendor by VIA for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

11. Indemnification.

A. Vendor covenants and agrees to indemnify and hold harmless VIA and its affiliates and contractors and its and their respective stockholders, members, directors, officers, employees and agents from any claims, liabilities, damages (including actual, special, consequential, punitive and exemplary damages), costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for personal injury or death, property damage or economic losses of any kind) that are related in any way to or arise in any way from the Products, Vendor's representations, Vendor's performance of or failure to perform obligations under any Purchase Order, including claims based on Vendor's breach or alleged breach of warranty (whether or not the Products have been incorporated into VIA's products and/or resold by VIA) and claims for any violation of any applicable law, ordinance or regulation or government authorization or order.

B. If Vendor performs any work on VIA's premises or utilizes the property of VIA, whether on or off VIA's premises, Vendor will indemnify and hold harmless VIA, its affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any liabilities, claims, demands or expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) for damages to the property of VIA or injuries (including death) to its employees or any other person arising from or in connection with Vendor's performance of work or use of VIA's property except to the extent any such liability, claim or demand arises solely from the gross negligence of VIA.

C. In the event of any claim subject to indemnification hereunder (a "Claim"), VIA may, at its sole option (i) tender such Claim to Vendor to defend using lawyers and other professionals acceptable to VIA in its discretion, or (ii) defend such Claim by counsel of VIA's choosing and Vendor shall reimburse VIA for all costs of such defense, and in either case Vendor shall indemnify and hold VIA harmless from and against all Damages arising out of or relating to such Claim. If VIA tenders the defense of a Claim to Vendor and Vendor accepts such defense, then Vendor shall be conclusively deemed to have agreed that such Claim is subject to indemnification hereunder and that Vendor has no claim or counterclaim against VIA, all of which shall be deemed to have been waived. If Vendor assumes the defense of a Claim and thereafter fails to vigorously defend such Claim, VIA shall have the right at its option to assume the defense of such Claim and Vendor shall remain obligated to indemnify VIA hereunder. If Vendor assumes the defense of a Claim, it will not settle or compromise such Claim without the prior written consent of VIA.

12. Changes.

A. VIA shall have the right at any time to direct changes, or cause Vendor to make changes, to the Products under any Purchase Order or Purchase Order amendment including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packing and shipping and the date or place of delivery of the Products covered by the Purchase Order or to otherwise change the scope of the work covered by the Purchase Order including work with respect to such matters as inspection, testing or quality control, and Vendor agrees to promptly make such changes. VIA also shall have the right to make changes in delivery schedules or suspend work. Price and/or timing for delivery of Products resulting from changes pursuant to this Section 12 will be equitably adjusted by VIA following VIA's receipt from Vendor of sufficient documentation regarding Vendor's costs and/or production timing resulting from such changes. Any claim by Vendor for adjustment under this Section 12 must be asserted in writing within twenty (20) days from the date of receipt by Vendor of notification of the change, and shall be followed as soon as practicable with a specification of the amount claimed with supporting cost figures.

B. Any change (i) in subcontractors of Vendor or Vendors of Vendor, or (ii) in the processes or procedures used by Vendor in its production of Products, or (iii) the fit, form, function or appearance of Products, must be approved by VIA in advance and in writing. If Vendor purchases materials, parts or components used in Vendor's production of Products from any Vendors or subcontractors, any change (i) in the processes or procedures used by Vendor's Vendors or subcontractors in the production of such materials, parts or components, or (ii) the fit, form, function or appearance of such materials, parts or components, must be approved by VIA in advance and in writing. Any requests for such changes by Vendor or Vendor's Vendors or subcontractors may be approved or denied by VIA in its sole discretion. VIA's acceptance of Products, including Products as to which VIA has knowledge of an unauthorized change, shall not be deemed to constitute consent to any unauthorized change.

C. Following the occurrence of an event, circumstance or condition beyond the reasonable control of VIA, such as acts of God, actions by any government authority, actions by a customer, strike, work slowdown or other labor unrest, fires, floods, windstorms, explosions, riots, natural disasters, wars, or sabotage, VIA shall have the right, by written notice, to suspend work or make changes in delivery schedules for the Products to be provided by Vendor under a Purchase Order, without liability to Vendor. If the suspension or any material change in delivery schedule lasts more than thirty (30) days, Vendor may cancel the subject Purchase Order without liability by written notice to VIA given within two (2) business days after the expiration of such 30 day period.

13. Financial and Operational Condition of Vendor.

A. Vendor represents and warrants to VIA as of the date of each Purchase Order that it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; that all financial information provided by Vendor to VIA concerning Vendor is true and accurate; that such financial information fairly represents Vendor's financial condition; and that all financial statements of Vendor have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

B. VIA may immediately terminate each Purchase Order without any liability of VIA to Vendor upon the occurrence of any of the following or any other similar or comparable event: (i) insolvency of Vendor; (ii) Vendor's inability to promptly provide VIA with adequate and reasonable assurance of Vendor's financial and operational capability to perform timely any of Vendor's obligations under any Purchase Order; (iii) filing of a voluntary petition in bankruptcy or other insolvency proceeding by Vendor (or a comparable insolvency event); (iv) filing of an involuntary petition in bankruptcy or other insolvency proceeding against Vendor (or a comparable insolvency event); (v) appointment of a liquidator or a receiver or trustee for Vendor or Vendor's assets; or (vi) execution of any assignment for the benefit of creditors of Vendor.

14. Remedies for Breach by Vendor. Without limiting any of VIA's rights and remedies at law or in equity (all of which are preserved), should any Products fail to conform to any applicable warranties, Vendor will reimburse VIA for any and all reasonably foreseeable damages caused by nonconforming Products including, without limitation, costs, expenses and losses incurred by VIA: (i) in inspecting, sorting, testing, repairing or replacing such nonconforming Products; (ii) resulting from production interruptions; (iii) in conducting Remedial Actions; and (iv) in connection with claims for personal injury (including death) or property damage caused by nonconforming Products.

15. Termination.

A. VIA's Right to Terminate for Cause. VIA may terminate immediately all or any part of each Purchase Order, without any liability of VIA to Vendor, if Vendor: (i) repudiates, breaches or threatens to repudiate or breach any of the terms of the Purchase Order including, without limitation, Vendor's warranties provided in these Terms and Conditions; (ii) fails to perform or deliver Products as and when specified by VIA; (iii) fails to make adequate progress on the Products to be delivered under this Purchase Order that, in the opinion of VIA, endangers timely performance, (iv) fails to provide VIA with adequate and reasonable assurance of Vendor's ability to perform timely any of Vendor's obligations under any Purchase Order including, without limitation, timely delivery of Products; or (v) repudiates, breaches or threatens to repudiate or breach any of the terms of any other purchase order issued by VIA to Vendor. Such termination shall be in addition to, not in lieu of, any and all other remedies available to VIA for any such item.

B. VIA's Right to Terminate for Convenience.

(1) In addition to any other rights of VIA to terminate each Purchase Order for cause, VIA may, at its option, terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Vendor.

(2) Upon receipt of notice of termination pursuant to this Section 15B, Vendor, unless otherwise directed in writing by VIA, will: (i) immediately terminate all work under the Purchase Order; (ii) upon VIA's written request, transfer title and deliver to VIA the usable and merchantable finished Products and raw materials/components that Vendor produced or acquired in accordance with Release amounts under the Purchase Order and which Vendor cannot reasonably use in producing Products for itself or for others; (iii) take actions reasonably necessary to protect property in Vendor's possession which VIA has an interest; and (iv) upon VIA's request, cooperate with VIA in effecting the resourcing of the Products covered by the Purchase Order to an alternative Vendor designated by VIA.

(3) In the event of a termination for convenience by VIA (but not termination after default by Vendor), Vendor shall be reimbursed for (i) the Purchase Order price for all finished Products or performed services

which conform to the Purchase Order and are delivered to VIA, and (ii) Vendor's reasonable actual cost of work in process or raw materials that Vendor produced or acquired in connection with such Purchase Order to produce Products within reasonable lead times based on VIA's forecast(s) and which Vendor cannot reasonably use in its operations within 90 days after the date of termination. Vendor shall furnish any claim for reimbursement of costs within 30 days after termination or any such claim shall be deemed to have been waived. VIA shall have the right to audit Vendor's books and records to verify any such claim. If VIA's audit discloses a discrepancy in Vendor's claim of more than 10%, then Vendor shall reimburse VIA for all costs incurred in connection with such audit.

C. A Purchase Order may be terminated by VIA at any time without liability upon not less than 120 days prior written notice to Vendor.

D. Because VIA's commitments to its customers are made in reliance on Vendor's commitments under each Purchase Order, Vendor has no right to terminate any Purchase Order.

E. Upon the expiration or earlier termination of any Purchase Order for any reason, Vendor will take such actions as may be reasonably required by VIA to transition production of the Products from Vendor to an alternative Vendor (including any VIA affiliate) including, without limitation, the actions set forth below:

(1) Vendor will produce and sell to VIA a sufficient inventory bank of Products covered by the Purchase Order to ensure that the transition to any alternative Vendor chosen by VIA will proceed smoothly. Unless otherwise specified by VIA in a Purchase Order, an eight (8) week inventory bank of Products will be deemed sufficient to accomplish the transition. The eight (8) week inventory bank will be calculated using the Purchase Orders and Releases from the eight (8) weeks immediately prior to Vendor's notice of termination excluding any temporary interruptions, plant or industry shutdowns or other reduced schedules. Prices in effect immediately prior to expiration or termination of the Purchase Order will be the prices to be paid by VIA for the eight (8) week inventory bank of Products.

(2) Vendor will return to VIA all Bailed Property and any other property furnished by or belonging to VIA or any of VIA's customers in as good as condition as when received by Vendor, reasonable wear and tear excepted.

(3) Vendor will, at VIA's option: (i) assign to VIA or an alternative Vendor any or all supply contracts or orders for raw material or components relating to the Purchase Order; (ii) sell to VIA, at Vendor's cost, any or all inventory and/or work in process relating to the Purchase Order; and (iii) sell to VIA, for a price equal to the unamortized portion of the cost of such items less any amounts VIA previously has paid to Vendor for the cost of such items, any or all of Vendor's Tooling or machinery or equipment used by Vendor to manufacture the Products.

16. Limitation of Damages. In no event will VIA be liable to Vendor or Vendor's subcontractors for anticipated profits or for special, incidental or consequential damages.

17. Assignment.

A. Vendor may not assign or delegate any of its duties or obligations under any Purchase Order without the prior written consent of VIA, which may be withheld in VIA's sole discretion. Any attempted or purported assignment in violation of the preceding sentence shall be voidable at the option of VIA. A "Change of Control" of Vendor (as defined below), a merger in which the Vendor is not the surviving entity, or a consolidation to which the Vendor is a constituent, shall constitute an attempted assignment of a Purchase Order by Vendor. As used herein, a "Change of Control" shall occur if a person or group of persons acting in concert who do not as of the date of a Purchase Order directly or indirectly, including through affiliates, have the right to exercise or direct the exercise of more than 50% of the voting power of Vendor subsequently acquire directly or indirectly, including through affiliates, the right to exercise or direct the exercise of more than 50% of the voting power of Vendor.

B. VIA may assign a Purchase Order and/or any of its rights and interests in the Purchase Order, without Vendor's consent, to any person or entity whomsoever or whatsoever including, without limitation, any of VIA's affiliates (including, without limitation, any parent, subsidiary or division), or to any purchaser of or successor to all or any portion of VIA's business or assets.

18. Bailed Property.

A. All supplies, materials, machinery, equipment, Tooling (as defined in below), blueprints, designs, specifications, drawings, photographic negatives and positives, artwork, copy layout, electronic data, consigned

material for production or repair and other items furnished by VIA (or VIA's customers), either directly or indirectly, to Vendor or to any sub-Vendor of Vendor in connection with or related to any Purchase Order, or for which Vendor has been at least partially reimbursed by VIA (collectively, "**Bailed Property**") will be and remain the property of VIA (or VIA's customers, as applicable) and be held by Vendor on a bailment at-will basis. "**Tooling**" means, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by Vendor in connection with its manufacture and sale to VIA of the Products.

B. Vendor will bear the risk of loss of and damage to Bailed Property and Vendor, at its own expense, will keep Bailed Property fully insured for the benefit of VIA, naming VIA as the loss payee and an additional insured. The Bailed Property will at all times be property housed and maintained by Vendor, will not be used by Vendor for any purpose other than the performance of the Purchase Order, will be deemed to be personal property, will be conspicuously marked by Vendor to identify it as the property of VIA and indicate VIA's name and address, will not be commingled with the property of Vendor or with that of a third person, and will not be moved from Vendor's premises without the prior written approval by VIA. Vendor will maintain a written inventory of all Bailed Property that sets forth a description of the location of all Bailed Property, and provide a copy of this index to VIA upon request. Vendor, at its expense, will maintain, repair and refurbish Bailed Property. All replacement parts, additions, improvements and accessories for such Bailed Property will automatically become VIA's property upon their incorporation into or attachment to the Bailed Property. Any missing components of or inserts to any Bailed Property will be replaced by Vendor.

C. VIA may, at any time, for any reason and without payment of any kind, retake possession of or request return of any Bailed Property, without the necessity of obtaining a court order. Upon VIA's request, the Bailed Property will be immediately released to VIA or delivered to VIA by Vendor, either (i) F.O.B. transport equipment at Vendor's plant, properly packaged and marked in accordance with the requirements of the carrier selected by VIA to transport such property, or (ii) to any location designated by VIA, in which event VIA will pay to Vendor the reasonable cost of delivering such Bailed Property to such location. Notwithstanding anything in these Terms and Conditions to the contrary, VIA may commence an injunctive action or proceeding to obtain possession of the Bailed Property in any federal or state court having competent jurisdiction.

D. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR WAIVES ANY LIENS, INTERESTS, OR OTHER RIGHTS OR INTERESTS THAT VENDOR MIGHT OTHERWISE HAVE ON ANY OF THE BAILED PROPERTY FOR WORK PERFORMED ON SUCH PROPERTY AND FOR THE PURCHASE PRICE OF ANY PRODUCTS MANUFACTURED OR PRODUCED UNDER A PURCHASE ORDER.

E. Vendor acknowledges and agrees that (i) VIA is bailing the Bailed Property to Vendor for Vendor's benefit; (ii) Vendor has inspected the Bailed Property and is satisfied that the Bailed Property is suitable and fit for its intended purposes, and (iii) VIA HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. VIA will not be liable to Vendor for any loss, damage, injury (including death) or expense of any kind or nature caused, directly or indirectly, by the Bailed Property including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation any anticipatory damages, loss of profits or any other indirect, special or consequential damages.

F. Vendor authorizes VIA to file a financing statement or similar document with the appropriate filing authority(ies) to give notice of VIA's ownership interest in the Bailed Property. Failure to file a financing statement will not alter or affect VIA's ownership rights to the Bailed Property. Vendor will provide VIA, upon VIA's request, with a written inventory of all Bailed Property.

G. In the event of any dispute between VIA and Vendor regarding whether any Bailed Property is owned by VIA or Vendor, the Bailed Property subject to the dispute will be presumed to be owned by VIA pending resolution of the dispute, and VIA will have the right to immediate possession of the Bailed Property pending resolution of the dispute (and Vendor may not withhold delivery of possession of the Bailed Property subject to the dispute to VIA pending such resolution), but will remain subject to any claim or right to payment of Vendor for the disputed amounts (despite Vendor's relinquishment of possession).

19. Transfer of Title to Purchased Property. Vendor transfers to VIA title to all Tooling and other Products (including, without limitation, machinery and equipment) which is subject to the Purchase Order ("**Purchased Property**") upon the earlier to occur of (i) Vendor's commencement of manufacture, production, or fabrication of such

Purchased Property, or (ii) acquisition of such Purchased Property by Vendor from Vendor's subcontractor or Vendor of the Purchased Property, as applicable. Title to all Purchased Property will transfer to VIA even if Vendor has not been paid (in full or in part) for the Purchased Property; provided that VIA will not be relieved of its obligation to pay for the Purchased Property pursuant to the Purchase Order. Purchased Property is identified to the Purchase Order at the time that manufacture, production, or fabrication of the Purchased Property is commenced. To the fullest extent permitted by law, Vendor waives, releases and discharges all liens, claims, interests and encumbrances it has or may have with respect to Purchased Property, other than Vendor's right to be paid for the Purchased Property pursuant to the Purchase Order. Vendor authorizes VIA (in VIA's discretion) to file any financing statements or other documents on behalf of Vendor evidencing that Vendor's interest in Purchased Property is strictly a bailment interest in accordance with Section 18 above. Vendor grants to VIA a continuing security interest in any alleged right or interest it may have in the Purchased Property. Any payments made by VIA for Purchased Property are expressly intended by VIA to be held in trust for the benefit of any subcontractors or Vendors used by Vendor to manufacture, produce, or fabricate the Purchased Property that relate to such payments; and Vendor agrees to hold such payments as trustee in express trust for such subcontractors or Vendors until Vendor has paid the subcontractors or Vendors in full for the Purchased Property.

20. Vendor-Owned Tooling. If Tooling required to support production under a Purchase Order is to be funded or provided by Vendor ("**Vendor-Owned Tooling**"), the following provisions apply:

A. Vendor acknowledges that the price for the Products includes an amount for Vendor to recover the cost of Vendor-Owned Tooling. Vendor-Owned Tooling will be properly maintained by Vendor at its own expense for the term of the Purchase Order and any period Vendor is obligated to provide service or replacement parts, unless otherwise specified in the Purchase Order or another written agreement between VIA and Vendor. If Vendor finances any portion of Vendor-Owned Tooling, Vendor will obtain for VIA the rights granted in this Section 20 from its financing source/lender.

B. Unless agreed to in writing by VIA, Vendor will not use Vendor-Owned Tooling to produce Products for other customers, including aftermarket customers.

C. In consideration of VIA's Purchase Order for Products to be produced using Vendor-Owned Tooling, Vendor grants VIA an exclusive, irrevocable option to purchase Vendor-Owned Tooling for an amount equal to the outstanding discounted unrecovered cost at the time VIA exercises the option. The term "**discounted unrecovered cost**" means the actual cost of Vendor-Owned Tooling (without mark-up for profit or allocated overhead) minus the aggregate per-part amortization for all Products manufactured using the tools and delivered to VIA, discounted for early payment based upon the remaining portion of the originally-quoted program life using a discount rate of twelve percent (12%) per annum. VIA may exercise this option at any time and not just in the case of termination, expiration or cancellation of a Purchase Order. Upon exercise by VIA of its option to acquire Vendor-Owned Tooling, at VIA's request, Vendor will cooperate with VIA in its removal of the property from Vendor's facility.

D. Vendor grants VIA an exclusive, irrevocable option to purchase any or all Vendor-Owned Tooling for an amount equal to the lesser of net book value or fair market value of the Vendor-Owned Tooling to be purchased, less any amounts VIA has previously paid Vendor for the cost of such items.

21. Rights of Entry, Reclamation and Inspection. VIA will have the right to enter Vendor's facilities during normal business hours at reasonable times to inspect the facilities, Products, any Bailed Property and, without the necessity of a court order, remove property belonging to VIA or any customer of VIA including, without limitation, Bailed Property and Products, inventory or Vendor's property that has been or is agreed to be sold to VIA. VIA's inspection of the Products whether during manufacture, prior to delivery or within a reasonable time after delivery, will not constitute acceptance of any work in process or finished Products.

22. Third Party Logistics Providers. On request by VIA, Vendor agrees to use third party logistics providers (hereafter called "3PL") in producing and managing the distribution of Products. VIA at its sole discretion may specify the 3PL. If requested by VIA, Vendor shall develop a direct commercial relationship with the specified 3PL within 60 days of the request. Supplier shall provide the specified 3PL with Products on terms not less favorable than these terms and Conditions. The specified 3PL, acting as VIA's agent, will issue Purchase Orders to Vendor. Vendor will invoice the specified 3PL at the time of shipment. The specified 3PL will remit payment to Vendor based on the terms of the commercial relationship entered into between 3PL and Vendor. VIA's use of 3PL shall in no way restrict Vendor's obligations to VIA under this MSA.

23. Directed Buys. If specified in a Purchase Order, Vendor agrees to purchase raw materials and/or subassemblies and/or services for Products covered by the Purchase Order only from VIA-specified suppliers unless an alternate supplier is approved in writing by VIA.

24. Subcontracting. Vendor will not subcontract any of its duties or obligations under any Purchase Order without prior written approval by VIA, which may be withheld by VIA in its sole discretion. Vendor will ensure that any subcontractor so approved complies with VIA's Vendor Quality Manual. VIA or VIA's representative will be afforded the right to verify at any subcontractor's premises and Vendor's premises that subcontracted Products conform to specified requirements.

25. Nonconforming Products. VIA shall have no obligation to inspect any Products supplied by Vendor. If VIA discovers any nonconforming Products supplied by Vendor, then thereafter VIA shall be entitled to inspect each good supplied by Vendor and Vendor shall reimburse VIA for all costs incurred in connection with such inspection program, including but not limited to the cost of sorting and warehousing nonconforming Products. VIA, at its option and at Vendor's expense, may, without prejudice to any other remedies available to VIA, reject and return, or retain and correct, any Products that do not conform to the requirements of a Purchase Order even if the nonconformity is not discovered until the use of such Products or the manufacture of products made with such Products. Vendor will reimburse VIA for any and all costs incurred in connection with any nonconforming Products, including but not limited to the processing of rejects and/or cost of rework, obtaining conforming Products from an alternate source, any line shutdown, the rework or scrapping of any VIA products which incorporate Vendor's Products, and all costs and expenses incurred by VIA from any of its customers which purchase VIA products which incorporate Vendor's Products, including but not limited to the cost of any recalls. Payment by VIA for any Products delivered by Vendor shall not constitute acceptance by VIA thereof. VIA's failure to inspect shall not relieve Vendor of any liability or obligation. VIA shall have the right to reject an entire lot or shipment if it discovers a piece in such lot or shipment that does not conform to the requirements of a Purchase Order. VIA shall be entitled to work overtime in response to any nonconforming Products supplied by Vendor and such overtime charges shall be included in VIA's damages.

26. Insurance. Vendor will obtain and maintain, at its sole expense, insurance coverage customary in the automotive supply industry and as otherwise required by law or reasonably requested by VIA with such insurance carriers as are reasonably acceptable to VIA. This includes, without limitation, providing full fire and extended coverage insurance for the replacement value of (i) all of Vendor's Property and (ii) any Bailed Property, both for their full replacement value. All such insurance coverage will name VIA as loss payee and additional insured. Upon request, Vendor will furnish to VIA certificates of insurance setting forth the amount of coverage, policy number and date(s) of expiration for insurance maintained by Vendor and such certificates must provide that VIA will receive not less than thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Vendor's furnishings of certificates of insurance or purchase of insurance will not release Vendor of its obligations or liabilities under any Purchase Order. If Vendor fails to maintain any insurance under any Purchase Order, VIA will have the right to procure such insurance and Vendor will reimburse VIA on demand, for all actual costs and expenses of procuring such insurance.

27. Customs Requirements and Export Controls.

A. Vendor will promptly furnish to VIA all documents required for customs drawback purposes, properly completed in accordance with all applicable laws and regulations. Vendor will also, at Vendor's sole expense, provide all information (including written documentation and electronic transaction records) relating to the Products which is necessary for VIA to fulfill any customs-related or other governmental agency-related obligations, origin marking and labeling requirements, and certification and local content reporting requirements, to enable VIA to claim preferential duty treatment at the time of entry for Products eligible under trade preference regimes, and to make all arrangements necessary for the Products to be covered by any applicable duty deferral or free trade zone program(s) of the country of import.

B. To the extent that Products are to be imported into the United States of America, Vendor will comply with all applicable recommendations or requirements of the U.S. Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("**C-TPAT**") initiative. Upon request, Vendor will certify in writing its compliance with the C-TPAT initiative.

C. Credits or benefits resulting or arising from any Purchase Order including trade credits, export credits, customs drawbacks, and the refund of duties, taxes or fees, will belong to VIA. Vendor will indemnify and hold VIA and VIA's customers and their respective successors, assigns, representatives, employees and agents harmless from and against any costs, expenses or liabilities arising from Vendor's provision of incorrect information or non-compliance with customs regulations.

D. Vendor warrants to VIA that there are no restrictions on the resale or export of Products covered by this Purchase Order, or products incorporating any such Products. Without limiting the generality of the foregoing, Vendor represents and warrants that no Products supplied under this Purchase Order, including any technical information or technology related thereto, is subject to export and import laws or regulations including, but not limited to, the Arms Export Control Act, as amended (22 U.S.C. §§ 2751-2799aa-1), the International Traffic in Arms Regulations, as amended (22 C.F.R. Parts 120 - 130), the Export Administration Act, as amended (50 U.S.C. App. §§ 2401-2420), the International Emergency Economic Powers Act, as amended (50 U.S.C. §§ 1701-1706) and the Export Administration Regulations, as amended (15 C.F.R. Parts § 730 - 774).

28. Certificates of Origin.

A. Upon request, Vendor will promptly furnish VIA with all certificates of origin and domestic value-added and other information relating to the costs and places of origin of the Products and the materials contained therein or used in the performance thereof, as may be required by VIA to comply fully with all customs, tariffs and other applicable governmental regulations. Vendor will comply with all such regulations. Vendor will indemnify and hold VIA, VIA's customers and their respective successors, assigns, representatives, employees and agents harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including attorneys' fees and costs, fines and penalties) arising or resulting from (i) Vendor's delay in furnishing such certificates or other information to VIA, (ii) any errors or omissions contained in such certificates, and (iii) any noncompliance by Vendor with such regulations.

B. Vendor will provide a completed North American Free Trade Agreement (NAFTA) Certificate(s) of Origin for all NAFTA qualifying Products sold to VIA pursuant to the Purchase Order. For Products not qualifying for NAFTA treatment, Vendor will provide VIA with correct Country of Origin information for each such item. If Vendor does not provide the required Certificate(s) or correct Country of Origin information, VIA may charge-back to Vendor any duties, penalties, or other liabilities or expenses (including reasonable attorneys' fees) charged to or imposed or assessed against VIA.

29. Compliance with Laws.

A. Vendor warrants that the Products to be furnished and/or services to be provided under any Purchase Order shall be manufactured, sold, and shipped in compliance with all applicable foreign, federal, state, and local laws and regulations. Without limitation of the foregoing, Vendor will not (i) utilize forced or involuntary labor, regardless of its form, (ii) employ any child, except as part of a government approved job training, apprenticeship or similar program. Without limitation of the foregoing, Vendor also specifically certifies that in the performance of this contract, it will strictly comply with the following while they are in effect, and any successor laws, regulations or executive orders in effect from time to time:

- Federal Fair Labor Standards Act (29 USC 201 et seq.)
- Employment of the Handicapped (29 USC 793 and 20 CFR 741.01 et seq.)
- Equal Employment Opportunity (Executive Orders 11246, 11375, 11758 and 12138)
- Socially and Economically Disadvantaged Small Business Concerns (PL95-507)

B. Vendor certifies that all equipment and materials delivered hereunder are in conformance with the latest OSHA requirements, comply with all applicable U.S. Department of Transportation regulations on hazardous materials, and any other pertinent federal, state, or local statutes, laws, rules or regulations with respect to hazardous materials. For any Products shipped to European destinations, Vendor will comply with the "European Agreement Concerning the International Carriage of Dangerous Goods."

C. Upon VIA's request, Vendor will promptly provide to VIA, in such format as VIA may request, information to enable VIA and/or VIA's customers, as the case may be, to timely comply with all due diligence, disclosure and/or audit requests and requirements with respect to the ingredients and materials used in Vendor's Products, including, without limitation, under so-called "conflict minerals" laws (for example, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and other laws passed in any jurisdiction requiring any disclosure or restriction on the use of ingredients or materials (collectively, "**Materials Laws**")). Vendor's responses shall be sufficiently detailed, and include any requested written certifications regarding the accuracy and completeness thereof, so as to enable VIA and VIA's customers to fully comply with Materials Laws. If requested by VIA, Vendor's response shall include a thorough inquiry of Vendor's supply chain (and written certifications by all entities in such

supply chain) identifying the ingredients or materials in the Products and the country of origin of such ingredients or materials (or, following due inquiry, information regarding why such country of origin cannot be determined). Vendor shall be responsible for the timeliness, accuracy and completeness of its sub-Vendors' responses to such inquiries. Vendor will take all actions necessary to ensure that the Products will be free of ingredients or materials restricted by Ingredients Laws including, without limitation, ensuring that Vendor's contracts with its sub-Vendors enable Vendor to timely obtain, from such sub-Vendors, information sufficient for Vendor to timely respond to VIA's and VIA's customers' requests for information under Materials Laws.

D. Applicable laws and regulations may set occupational dose levels for ionizing radiation in the workplace, and require licenses and/or other governmental authorizations for the distribution of products or materials containing nuclear byproduct material in concentrations exceeding levels established by governmental authorities and regulatory agencies, including, for example, the United States Nuclear Regulatory Commission. All Products (including all components and materials used in such Products) shall be free of radiation exceeding naturally-occurring background levels. Any Products (including components and materials used in such Products) exceeding radiation levels set or recommended by any applicable governmental authority or regulatory agency shall be deemed defective, and Vendor will indemnify and hold harmless VIA and its respective directors, officers, employees and agents from for all claims, liabilities, damages (including actual, special, consequential, punitive and exemplary damages), costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions and other proceedings to recover for personal injury or death, property damage or economic losses of any kind) that are related to or arise in any way therefrom. Vendor shall be responsible for all costs of disposal, storage, and return shipment, including, but not limited to, return shipment to the country of origin if such Products are denied entry to any country, state or province.

E. Neither Intermediary nor Intermediary Personnel will, directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws (as such terms are defined below). Further, neither Intermediary nor Intermediary Personnel has taken, or will take, directly or indirectly, any action that could cause VIA or VIA's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Intermediary will (i) make all Intermediary Personnel available for compliance training as requested by VIA, (ii) keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with this Purchase Order, and (iii) make all such books and records available to VIA or its designee as requested by VIA to verify Intermediary's compliance with Anti-Corruption Laws and this Purchase Order. Intermediary shall maintain an adequate program to protect against breaches of Anti-Corruption Laws. VIA may terminate this Purchase Order, without liability to Intermediary, immediately upon written notice to Intermediary, if VIA determines, in good faith, that Intermediary has breached this provision. Intermediary will indemnify and hold harmless VIA and its respective directors, officers, employees and agents from for all claims, liabilities, damages (including actual, special, consequential, punitive and exemplary damages), costs and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) and penalties incurred in connection with and arising from any breach of this provision. For purposes of this Section 27.D, the foregoing terms have the following meanings: "**Anti-Corruption Laws**" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including, without limitation, the United Kingdom's Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; "**Intermediary**" means any service provider or Vendor, including Vendor, acting in the name or behalf of VIA as an intermediary or perceived as acting on behalf of VIA, including when interacting with governmental authorities or public officials; and "**Intermediary Personnel**" means Intermediary's officers, directors, employees, direct or indirect beneficial owners or shareholders, or any other party acting for or on behalf of Intermediary.

F. If Vendor subcontracts any of its duties or obligations under any Purchase Order in accordance with Section 24 above, Vendor will ensure that all subcontractors comply with the requirements under this Section 29.

30. Identification of Products. All Products supplied pursuant to each Purchase Order that are construed as a completed part will permanently bear information such as VIA's part number and name or code name, lot number, Vendor's name or code name, and/or date of manufacture by Vendor in a manner directed by VIA. All articles must be identified with a unique bar code in compliance with UPC-A and GTIN-12 standards.

31. Packaging and Shipping. All packaging must conform to VIA's standard packaging requirements. Vendor will: (i) properly pack, mark and ship Products in accordance with VIA's requirements and the involved carrier in a manner to secure the lowest transportation cost; (ii) route shipment in accordance with VIA's instructions; (iii) make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.), cost of vehicle or other

transport expenses unless otherwise approved by VIA in writing; (iii) provide VIA with shipment papers showing the Purchase Order number, Release number, VIA's part number, Vendor's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Vendor's name, the bill of lading number and the country of origin; and (iv) promptly forward to VIA the original bill of lading or other shipment receipt for each shipment identification of the Products on packing slips, bills of lading and invoices will be sufficient to enable VIA to easily identify the Products purchased. Products shall be described on bills of lading in accordance with current applicable air, rail or motor freight classification, whichever is applicable.

32. Setoff and Contractual Recoupment.

A. In addition to any right of setoff or recoupment provided or allowed by law, VIA and any of its affiliates, subsidiaries and divisions ("**VIA Group**") may set off against or recoup from any amounts owing to Vendor or any of its affiliates, subsidiaries and divisions ("**Vendor Group**") any amounts owing to any member of the VIA Group by any member of the Vendor Group including, without limitation, for damages resulting from breaches by Vendor of its obligations under this or any other Purchase Order.

B. If an obligation of any member of the Vendor Group is disputed, contingent or unliquidated, payment by any member of the VIA Group of all or any portion of the amount due may be deferred until such dispute contingency is resolved or the obligation is liquidated. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Vendor, if all of the Purchase Orders between VIA and Vendor have not been assumed, then VIA may withhold payment to Vendor for Products previously delivered (via an administrative hold or otherwise) until the risk of potential rejection and other damages is eliminated.

33. Audit Rights and Financial Information. If requested by VIA, Vendor will permit VIA and/or its designees to: (i) examine all pertinent documents, data and other information relating to the Products, Tooling, Vendor's obligations under the Purchase Order, any payment made to Vendor, any claim made by Vendor and any quotes, invoices or similar materials from Vendor's own Vendors or subcontractors; (ii) view any facility or process relating to the Products or the Purchase Order, including those relating to production quality; and (iii) audit any facility or process to determine compliance with the requirements of the Purchase Order. If requested by VIA, Vendor will provide to VIA its most current income statements, balance sheets, cash flow statements and supporting data and schedules.

34. Advertising. Vendor will not refer to VIA in advertising or public releases without VIA's prior written approval and will not use VIA's trademarks or trade names in advertising or promotional materials.

35. Force Majeure.

A. Any delay or failure of VIA or Vendor to perform its obligations under the Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; or wars. During any delay or failure to perform by Vendor, VIA may, at its option: (a) purchase the Products from other sources and reduce its Releases to Vendor by such quantities without liability of VIA to Vendor, and require Vendor to reimburse VIA for any additional costs to VIA of obtaining the substitute Products compared to the prices set forth in the Purchase Order; or (b) require Vendor to deliver to VIA, at VIA's expense, all finished Products, work in process and/or parts and materials produced or acquired for work under the Purchase Order.

B. Vendor's financial inability to perform, changes in cost or availability of materials, components or services based on market conditions, labor strikes or work stoppages, and/or Vendor actions or contract disputes will not excuse performance by Vendor under theories of force majeure, commercial impracticability or otherwise, and Vendor expressly assumes these risks.

36. Service and Replacement Parts.

A. From time to time, upon receipt of VIA's Release for such Products, Vendor will sell to VIA all Products necessary for VIA to fulfill VIA's and its customer's service and replacement parts requirements for its current model year at the then current production prices plus any actual net cost differential for required unique packaging, provided that sufficient evidence of such packaging costs is provided to VIA. If the Products are systems, modules or assemblies, Vendor will sell the components or parts of such systems, modules or assemblies at prices that will not in the aggregate exceed the then current production price of the system, module or assembly less the

costs of labor involved in connection with the system, module or assembly plus any actual net cost differential for required unique packaging.

B. After termination of the current model production of the vehicle model(s) for which the Products are produced, Vendor will sell to VIA additional Products necessary for VIA to fulfill VIA's and its customer's service and replacement parts requirements for past model years at the prices then specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging for the first eight (8) years of past model service. For the following ten (10) years of past model service, the prices will be as specified in the last Purchase Order for current model production plus any actual net cost differential for required unique packaging plus any actual net cost differential for manufacturing costs as mutually agreed by VIA and Vendor.

37. Claims from Vendor. Any legal action by Vendor against VIA arising under or relating to any Purchase Order must be commenced within one (1) year after the breach or other event giving rise to such claim.

38. Severability. If any term(s) of the Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other law or regulation, such term(s) will 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 the remaining provisions of the Purchase Order will remain in full force and effect.

39. Notices. All notices, claims and other communications to VIA required or permitted under the Purchase Order will be made in writing and will be effective only upon receipt by VIA. Vendor's failure to provide any notice, claim or other communication to VIA in the manner and within the time periods specified in the Purchase Order will constitute a waiver by Vendor of any and all rights and remedies that otherwise would have been available to Vendor upon making such notice, claim or other communication.

40. Electronic Communication. Vendor will comply with the method of electronic communication specified by VIA, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and other communications.

41. Relationship of Parties. Vendor and VIA are independent contracting parties and nothing in these Terms and Conditions will make either party the agent or legal representative of the other for any purpose, 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.

42. Confidentiality.

A. Vendor will (i) keep all VIA's information confidential and disclose it only to its employees who need to know such information in order for Vendor to supply Products, Tooling, and equipment to VIA under the Purchase Order and (ii) use VIA's information solely for the purpose of supplying Products to VIA. "**VIA's information**" means all information provided to Vendor by VIA or its representatives or subcontractors in connection with the business, programs, and Products data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). VIA's information also includes any materials or information that contains, or is based on any VIA's information, whether prepared by VIA, Vendor or any other person. "VIA's Information" shall not include information that (a) is made generally publicly available by VIA, (b) was available to Vendor on a non-confidential basis prior to its disclosure to Vendor by VIA, (c) becomes available to Vendor on a non-confidential basis from a source other than VIA or its affiliates, provided that to the knowledge of Vendor such source is not bound by a confidentiality agreement with VIA, or (d) subject to the next sentence, is required by law or court order to be disclosed. If Vendor is required by law, in any civil or criminal legal proceeding or any regulatory proceeding or any similar process, to disclose any part of the Confidential Information, Recipient shall give to VIA prompt notice of such request and, at its sole cost and expense, take all steps reasonably available to resist such disclosure and, if Vendor is still required to disclose, to seek an appropriate confidentiality or protective order

B. Vendor acknowledges and agrees that money damages will not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Vendor with respect to Vendor's delivery of Products to VIA and that, in addition to all other rights and remedies which VIA may have, VIA will be entitled to specific performance and temporary, preliminary and permanent injunctive and other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

43. Entire Agreement; Modification. A Purchase Order, including these Terms and Conditions, as may hereafter be modified together with the attachments, exhibits or supplements specifically referenced herein or in the Purchase Order, constitutes the entire agreement between Vendor and VIA with respect to the matters contained in

the Purchase Order and will be deemed to supersede all prior oral or written representations and agreements. VIA may modify the Terms and Conditions, at any time, by posting notice of such modified Terms and Conditions through links provided on the VIA website at <http://www.viamotors.com>.

44. Governing Law; Jurisdiction; Venue.

A. Each Purchase Order will be governed by the laws of the State of Utah without regard to any otherwise applicable conflict of laws provisions. The United Nations Convention on the International Sale of Products is expressly excluded. Vendor specifically waives any and all objections to venue in such courts.

B. Vendor agrees that any action brought by Vendor to enforce any Purchase Order, or with respect to the interpretation thereof, shall be brought exclusively in the state court of general jurisdiction with jurisdiction over VIA's principal place of doing business, and at that such court shall have exclusive venue over any such dispute, and Vendor submits to the jurisdiction of such court in any action brought by VIA to enforce any Purchase Order, or with respect to the interpretation thereof, and Vendor waives any objection to venue in such court.

C. Vendor agrees that at VIA's option, any controversy or claim arising out of or relating to any Purchase Order and the contract created thereby, or the breach thereof, will be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Salt Lake City, UT. The language of the arbitration shall be English.

45. Waiver of Jury Trial. VIA AND VENDOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF VIA AND VENDOR, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY PURCHASE ORDER OR ANY OTHER DOCUMENT PERTAINING TO ANY PURCHASE ORDER.

46. Miscellaneous.

A. The failure of VIA to insist upon strict adherence to any provision of a Purchase Order shall not be considered a waiver or deprive VIA of the right thereafter to insist upon strict adherence to that term or any other term of the Purchase Order.

B. Any waiver of any provision of a Purchase Order by VIA must be in writing signed by an authorized officer of VIA.

C. In any action or proceeding brought by VIA to enforce any provision of a Purchase Order, if VIA prevails it shall be entitled to recover the reasonable costs and expenses incurred by it in connection with that action or proceeding (including, but not limited to, attorney's fees).

D. Neither party shall be deemed the drafter of a Purchase Order and it shall not be construed or interpreted in favor of or against either party.

E. Caption headings are for the convenience of the parties only and shall not be used to construe or interpret these Terms and Conditions.

F. If any provision of a Purchase Order shall be found by a court of competent jurisdiction to be unenforceable in any respect, then (i) the court shall revise such provision the least amount necessary in order to make it enforceable, and (ii) the enforceability of any other provision of the Purchase Order shall not be affected thereby.

47. Continuing Obligations. These Terms and Conditions will survive expiration, non-renewal or termination of the purchasing relationship between VIA and Vendor.

[End of VIA Motors Terms and Conditions]