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This Supplier Agreement for Purchase and Sale of Products (the “Agreement”) is made and entered into on _____, 20____, by and between **MEKRA Lang North America, LLC**, a South Carolina limited liability company (“**MLNA**” or “**Buyer**”), **Mekra Lang México S. de R.L. de C.V.** and _____ corporation (the “**Seller**” or “**Supplier**”).

Collectively referred to as the “Parties” and each is a “Party.”

1. Object of Contract.

WHEREAS, MLNA manufactures predominantly vision systems and other parts for manufacturers of vehicles (“OEMs”) and their end users (including aftermarket) and wishes to purchase certain Products for the vision systems and other vehicle Products from the Seller; and

WHEREAS, Seller wishes to provide and sell to MLNA certain Products for use by MLNA for the assembly and manufacture of the vision systems and other vehicle products; and

WHEREAS, the Parties agree and understand that the quantities and the scheduling of the purchase and sale of the Products will be directly related to the quantities and the scheduling of the purchase and sale of vision systems and/or other products by the OEM’s and other industry customers from MLNA.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, MLNA and Seller agree as follows:

2. Contractual Documents.

This Supplier Agreement, along with necessary Release Orders and the documents, as applicable, and as listed below, form the basis of this Agreement, and the terms of these documents are hereby incorporated by reference:

- Schedule A: Part Numbers, Description, Raw Material Content/Cost, Price and Production Part Approval Process (“PPAP”);
- Schedule B: Supplier Guidelines (SD 7.4-1).

In case of a conflict between the documents, this MLNA Supplier Agreement shall take priority unless otherwise noted. Supplier is responsible for regularly checking MLNA’s website and other web-based information provided to Supplier (such as MLNA’s SAP portal) for updates.

3. Definitions.

As used herein, the term:

- (a) “**Product(s)**” shall mean the items manufactured and/or processed by Seller as described on Schedule A.
- (b) “**Contract Year**” shall be the twelve (12) consecutive months period commencing on the date of Seller's

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first delivery of the Products in commercial production quantities to MLNA's facility at Ridgeway, South Carolina. Unless modified by MLNA (i.e. through Purchase Orders, Product Design, or Process Changes), or as otherwise terminated as provided herein, this Agreement shall be valid for as long as the Products are provided by Seller to MLNA.


- (c) “**MLNA**” shall include all MLNA North America’s present and future divisions, subsidiaries, and affiliates.
- (d) “**Intellectual Property Rights**” shall mean all forms of Intellectual Property Rights in any country or region and in any way relating to the Product, including, but not limited to, patents, copyright, trademarks, service marks, trade names, logos, copyrights, rights of authorship, inventions, mask work rights, moral rights, rights of inventorship, all applications, registrations, and renewals, and trade secrets.
- (e) “**Know-how**” shall mean all confidential knowledge or business information of any nature or form and in any way relating to the Product, including, but not limited to, research and development data and records, inventions, discoveries, ideas, processes, formulae, drawings, specifications, descriptions, methods, routines, manuals, instructions, production data, experiences and other technical or commercial know-how as well as all books and records in whatever form in relation to the foregoing.

4. Purchase and Sale of Products.

- (a) Pursuant to Release Orders (or as otherwise specified) issued by MLNA, Seller shall sell and deliver to MLNA (or as otherwise specified) at its facility in Ridgeway, South Carolina, and MLNA shall purchase and accept from Seller the Products specified in the Release Orders. Such purchases and sales shall be for the Products and selling prices set forth on **Schedule A**.
- (b) During the term hereof, MLNA shall provide Seller with a reasonable estimate of MLNA's requirements for all Products identified in Schedule A, and scheduled in regular weekly Release Orders. These Release Orders will also contain a three-month forecast (hereinafter referred to as the "Three-Month Product Estimate"), which may be amended by MLNA as necessary. Seller shall meet MLNA's Product requirements as needed, and shall ship in accordance with MLNA's release schedule, and shipping instructions.

5. Price and Payment Terms.

- (a) In consideration of the performance by the Supplier of its obligations under this Agreement, MLNA agrees to make payments to the Supplier as set forth in Schedule A.
- (b) **Reserved.**

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(c) Firm Pricing.

The prices in Schedule A are firm for the term of this Agreement and any extensions thereof. MLNA and the Seller may meet as needed to discuss possible adjustments of the sales price for the Products; any agreement to adjust the sales price shall be based upon documented and justifiable grounds. The agreed upon adjusted sales prices shall be effective for all Products sold to MLNA for the next calendar year, or as mutually agreed upon in writing by the Parties.

(d) Invoicing and Payment. MLNA shall take title to all Products per Schedule A. MLNA shall complete a Quantity in Question (“QIQ”) for all Products delivered no later than five (5) business days after delivery. All invoices shall be paid according to the terms set forth in Schedule A.


- (i) All invoices for the amounts stated as payable by MLNA to the Supplier shall be in such form, and accompanied by such information, as may reasonably be requested by MEKRA Lang from time to time in order to verify the invoice amounts.
- (ii) MLNA shall pay only the undisputed portion of an invoice and shall notify the Seller of the amount in dispute and the basis for the dispute. The Parties agree that MLNA will not be liable to pay interest on any invoice, which is overdue because of a dispute.

(e) Requirement to Remain Competitive. Seller shall remain competitive with respect to the Products in terms of pricing, quality, performance, technology, and delivery during the term of this Agreement and any extension(s) thereof. Furthermore, the prices to be paid for Products shall not at any time be higher than the price paid by any of Seller's other customers for equivalent or smaller volumes of Products. MLNA may request that Seller certify that it is not selling such Products, or an equivalent product, to any of Seller’s other customers at a price that is lower than MLNA is paying for the Products. Should another supplier demonstrate technology which yields similar goods of equal or better quality or performance at a lower price to MLNA during the course of this Agreement, MLNA will notify Supplier in writing of such competitive product(s) and Supplier shall have ninety (90) days after receipt of notice to make the Products competitive and available for delivery. If Supplier is unable to make the Products competitive within such period without violating the proprietary rights of any other party, MLNA may immediately terminate this Agreement for cause as set forth below in the section entitled “Term and Termination”, such period having constituted the applicable cure period.

6. Design/Process Changes.

(a) Either Party may from time to time propose a change of the specifications for the Products, together with an estimate of the increase or decrease in the sales cost as a result of implementing such change. The other Party shall, within thirty (30) days of receipt of such written notice, unless otherwise agreed, inform the proposing party in writing as to whether it agrees to such change in the Product specifications.

(b) If the Parties agree to change the specifications, the price of the affected Product shall be adjusted according to either an upward or downward cost change. If the design or process changes result in a decrease in cost/price, Supplier shall reduce its pricing, after recovery of nonrecurring expenses (e.g.

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tooling amortization) to reflect equal allocation between the Supplier and MLNA of the decreased production costs.

- (i) For Supplier initiated changes to the Product and/or part designs, Supplier shall provide, but not be limited to, suggested implementation date, new product specifications, highlight of changes from current product design, reasons for making the product change and all applicable cost impacts, if any; and,
- (ii) Supplier shall provide MLNA with the information in subsection (i) along with any other reasonably requested documentation within thirty (30) days of its initial written notice of proposed specification changes.


7. Inspection.

MLNA and its OEM-purchaser shall have the right to inspect the Products at any time during normal business hours at either the manufacturing facilities or the storage facilities of the Seller. The failure to inspect shall not be deemed a waiver of any of MLNA's rights. After receipt of the Products, MLNA shall also have time to inspect each delivery, and any notice of defect or other claim as to the quantity and quality of the Products shall be made in writing to the Seller.

8. Delivery.

- (a) Seller shall utilize forecast information submitted by MLNA to ensure adequate supply of components within typical market fluctuations. Seller shall maintain awareness of market conditions and advise MLNA in advance if there are any potential interruptions in supply per MLNA Release Orders.
- (b) Seller shall assure that such quantities will be sufficient to meet MLNA's orders as projected hereunder by MLNA. The Seller shall maintain a safety stock of finished goods that matches the fabrication authorization per release orders, and also maintain a safety stock of raw material that matches the raw authorization per release orders. MLNA shall agree to purchase finished goods and raw materials per authorization documented in the release orders. In the event that Seller receives raw material at its facility to be further processed for MLNA, then Seller shall keep a regular inventory of said material.
- (c) If, for any reason, the Seller fails to make delivery of Products without acceptable quality and quantity in the time specified, MLNA may, at its option, approve a revised delivery schedule, request shipment via air or expedited routing, at the Seller's expense, or terminate the order without any liability.
- (d) In the event that parts are delivered after the required due date, MLNA may, at its sole discretion, hold the Seller responsible for reasonable costs associated with the late delivery. These costs may include, but are not limited to, expediting costs of component and finished goods, line downtime,

overtime, or administrative costs. In the event that a late delivery affects delivery of finished goods to an OEM customer, the Seller shall be responsible for any OEM costs charged to MLNA because of said delivery.

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- (e) If Seller moves its shipping location and the move results in an increase of the aggregate freight costs for MLNA, Seller shall adjust Product prices in order to offset the additional freight costs upon the increase in freight costs. Any price change shall be included in an amendment to Schedule A, which shall be dated and initialed by both Parties.

9. Packing, Shipping and Documentation.

- (a) All Products shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. All packaging and labeling shall be conducted in accordance with MLNA Supplier Packaging and Labeling Requirements set forth in the Supplier Guidelines (Schedule B).
- (b) All Products shall be properly identified as to country of origin, and all documentation in connection with the Products shall comply with all applicable governmental regulations, and Seller shall indemnify and hold MLNA harmless from any and all costs arising out of the failure of the Products to be properly marked or the failure of such documentation to comply with all applicable governmental regulations, including, but not limited to, (i) all costs incurred in bringing the Products or the documentation into compliance with governmental regulations, (ii) all freight costs for additional materials to cover production or customer requirements, (iii) any fines, penalties or forfeitures levied by any government or governmental agency, and (iv) any legal expenses and fees as they are incurred.
- (c) Seller shall promptly provide MLNA with an accurate and complete North American Free Trade Agreement Certificate of Origin and/or any other applicable country of origin certificate or declaration of origin certificate along with supporting documentation and an accurate and complete International Material Data System (IMDS) Certificate in accordance with applicable laws and regulations prior to fulfillment of the first Release Order. Seller agrees to indemnify MLNA and/or its customers against all loss resulting directly or indirectly from the Seller's delay in furnishing such certificates to MLNA and from incorrect information therein furnished by the Seller.

10. Claims, Warranties and Limitations of Liability.

- (a) Seller expressly warrants that all Products sold and delivered hereunder shall be in accordance with samples submitted and agreed specifications. Further, the Products shall be of merchantable quality, free from defects in materials and workmanship, and fit for their intended use. Seller shall be responsible for any costs (i.e. sorting, actual defects, replacement, and associated administrative costs) relevant to products prior to shipment to customer. MLNA may direct debit account charges for product quality issues. Seller further represents that it is able to maintain stabilized control of its manufacturing process and that it will maintain comprehensive statistical documentation to validate its processes.
- (b) The Seller is responsible for quality and field performance of Products provided to MLNA. In the event of poor Product quality or Product failure, Seller shall be responsible for reasonable costs associated with the insufficient quality or performance of the Product. Examples of related costs include, but are not


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limited to, replacement part cost, shipping & handling, labor costs of troubleshooting & repair, and administrative costs.

- (c) Seller has been informed by MLNA that the Products are intended to be used in various heavy vehicle mirror assemblies to be installed on trucks where MLNA is under obligation to the OEMS for a three (3) year or 350,000 miles in-service warranty, whichever comes first. Therefore, Seller warrants that the Products will be free of defects in material and workmanship for the period of three (3) years or 350,000 miles in-service use (whichever comes first) by the purchaser of the commercial vehicle. The times set forth for delivery and the quality of the Products, therefore, are of the essence. If delivery is delayed or the Products do not meet the three (3) year or 350,000 miles in-service warranty (whichever comes first) set forth above, Seller shall be liable and shall reimburse MLNA within thirty (30) days after written demand for its losses, direct and indirect, arising from that breach, including, but not limited to, repair and/or replacement of the Products.
- (d) MLNA shall give Seller written notice of any breach of warranty promptly after MLNA's discovery thereof. All claims against Seller for breach of warranty must be based on the occurrence of such breach within the first three (3) years of the warranted service life of the mirror assembly on which the Product is installed. If any additional warranty service periods are required, they are set forth in Schedule A attached hereto and made a part hereof. Damages shall not include prospective loss of profits or prospective loss of business opportunity.
- (e) SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS BEYOND THOSE EXPRESSLY PROVIDED HEREIN.

11. Term and Termination.

- (a) This Agreement shall be effective from the date written hereon above and shall be automatically renewed for increments of one (1) year if not terminated by either Party by giving the other Party forty-five (45) days written notice.
- (b) If either Party shall suspend its business or become bankrupt or insolvent, or if a receiver or similar official is appointed for all or substantially all of its assets the other Party may terminate this Agreement by giving thirty (30) days prior written notice to such party.
- (c) Termination of this Agreement as specified herein shall not terminate any liability arising out of conduct prior to the actual date of termination.
- (d) If requested in writing by MLNA, Seller shall, upon expiration of the Agreement, cooperate with MLNA in the orderly and smooth transition of business to a new Seller. In this event, a reasonable transition time shall be determined by MLNA. This shall include, but not be limited to:
 - (i) The continued supply of quality Products and parts delivered on time to MLNA facilities from the date of MLNA's request to the expiration date.

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- (ii) The production of a quantity of Product, to be determined by MLNA, to insure continuity of supply while MLNA-owned tooling and assets are being transferred to a new Supplier.
- (iii) Material handling and administrative support in moving MLNA owned tooling and other assets out of the Seller's facility.
- (iv) Providing to MLNA, in an orderly and complete manner, all MLNA owned information within thirty (30) days of MLNA's written request.

12. Confidentiality and Exchange of Financial Information.

Seller agrees to maintain the confidentiality of all proprietary information as set forth and agreed to in the Confidentiality Agreement entered into between the Parties.


13. Intellectual Property Rights.

In the interest of MLNA, Seller shall adhere to the following:

- (a) All Intellectual Property Rights and Know-How developed and documented by MLNA within the scope of or related to the Project, or Products typically provided by MLNA, shall be considered the property of MLNA.
- (b) All Intellectual Property Rights and Know-How developed and documented by Supplier and MLNA jointly within the scope of or related to the Project shall be considered joint property of MLNA and Supplier.
- (c) All Intellectual Property Rights and Know-How developed by or on behalf of Supplier outside the scope of the Project, or developed prior to the Project, (or otherwise held by Supplier) that are necessary for the manufacture, assembly, marketing, use or service of the Product shall remain the sole property of Supplier.
- (d) Each Party hereto shall be free to independently commercialize their respective Intellectual Property Rights and Know-How in any conceivable way without the consent of the other Party hereto. Joint Intellectual Property Rights and Know-How cannot be commercialized by either Party without the written consent of the other Party.
- (e) Unless otherwise expressly agreed, neither Party may use the other Party's Intellectual Property Rights. Furthermore, the Parties are aware of the fact that this Agreement does not give the right to a Party to use the other Party's trademark or trade name.

14. Insurance.

Seller shall maintain in full force and effect products liability insurance coverage with a policy limit of at least Three Million Dollars (\$3,000,000), consisting of at least One Million Dollars (\$1,000,000) in primary

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coverage and the remaining Two Million Dollars (\$2,000,000) in an umbrella form for excess liability coverage. Furthermore, Seller shall carry and maintain comprehensive general public liability insurance, including contractual liability, automobile, bodily injury and property damage, workmen's compensation, employer's liability and occupational disease insurance with coverage in a form satisfactory to MLNA. Upon request by MLNA, Supplier shall promptly provide proof of the required insurance coverage.

15. Indemnification.

Each Party shall indemnify and hold the other Party harmless and will, upon request, defend the other against all actions, proceedings, claims, demands, suits, outlays, damages or expenses, including reasonable legal fees and other costs that may be assessed against the other, and which the other may incur in defending any proceedings in which the damage sustained arose from a failure of the defaulting party to meet its obligations under this Agreement, or from any other act or omission of the defaulting or breaching party, its representatives, agents or employees.

16. Force Majeure.

A Party shall not be deemed to have defaulted or failed to perform hereunder if that Party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including (without limitation) acts of government, embargoes, fire, flood, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots or commotions ("Force Majeure Event") and which could not reasonably have been anticipated at the time of execution of this Agreement or could have been avoided or overcome by such Party. However, the Party whose performance is effected by the Force Majeure Event shall give notice thereof to the other Party as soon as possible, unless the Force Majeure Event prevents it from doing so, and a certificate or document of the occurrence of the Force Majeure Event issued by the respective authority or a neutral independent third party shall be forwarded to the other Party no later than fourteen (14) days after commencement of the Force Majeure Event.


Notwithstanding anything to the contrary contained in this Agreement, if the Force Majeure Event continues for more than thirty (30) days, the non-affected Party may, after the expiration of such period and while the cause of such non-performance by the affected Party continues, give notice in writing to said Party to terminate this Agreement with immediate effect.

17. Notice of Labor Disputes.

Whenever an actual or potential labor dispute delays or threatens to delay Seller's timely performance hereunder, Seller shall immediately give notice thereof to MLNA. For Sellers who have labor unions, Seller, for a period of thirty (30) days prior to the expiration of any of its material labor agreements, shall maintain an additional inventory of thirty (30) days' supply of Products at a site separate from the Seller's unionized manufacturing facility or secure an alternative method of manufacture of Products at a facility not affected by the labor union in order to ensure the continued supply of Products to MLNA in the event of any labor action.

18. Entire Agreement.

(a) All of the terms and conditions to this Agreement are set forth herein, and include the terms and conditions contained in the referenced Schedules. This Agreement supersedes all prior communications,

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representations or agreements between the Parties, whether verbal or written, including any printed terms and conditions which may appear on MLNA's or Seller's purchase orders, invoices or other forms to the extent such terms are different from or inconsistent herewith, provided, however, that MLNA's instructions and requests relating solely to date and method of delivery of the Products which are stated on the face of any purchase order and/or release form, and agreed upon by the parties, shall be complied with and supersede all terms and conditions contained herein with respect to such individual orders.


- (b) The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof, which shall remain in full force and effect.

19. Default and Waiver.

If Seller fails to meet the shipping date(s) or time(s) specified by MLNA for any Products order or installment thereof, or if Seller fails to perform any other provision of this Agreement or fails to complete the work so as to endanger performance of this Agreement in accordance with its terms, then MLNA may make or pursue alternative sources of Products, upon such terms and in such manner as MLNA deems appropriate. In that event, Seller shall be liable to MLNA for all reasonable costs caused by such failure, which MLNA incurs during the time MLNA is without Products, and for any excess cost of containers above the prices stated herein.

- (a) If either Party commits a material default under any of the terms and conditions of this Agreement other than set forth in Section 16 and fails to cure such default within thirty (30) days after receipt of written notice from the other Party specifying such default, the other Party may, in addition to and without prejudice to its other lawful rights and remedies, terminate this Agreement at any time after the expiration of such thirty (30) day period, provided, however, that if a non-monetary default is not reasonably curable within such period, and the defaulting party shall have diligently commenced to cure such default within such thirty (30) day period, the defaulting party shall have a reasonable time thereafter within which to complete the cure of such default.
- (b) The remedies reserved to MLNA or Seller herein shall be cumulative and in addition to all other or further remedies provided by law. No waiver by either Party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision.
- (c) Should MLNA employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Agreement, or to recover damages for the breach hereof, and prevails in any action pursued in courts of competent jurisdiction (finality of which action is not legally

contested) then Seller agrees to pay to MLNA all reasonable costs, damages, and expenses, including attorney's fees, expended or incurred in connection therewith.

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20. Notices.

All notices and other communications from either Party to the other hereunder shall be in writing and shall be deemed given when delivered personally, by courier service or when deposited in the U.S. Mail, certified or registered mail, return receipt requested, postage prepaid and properly addressed to:

Seller:	MEKRA Lang North America, LLC Attn.: _____ 101 Tillessen Boulevard Ridgeway, SC 29130
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21. Limit of Authority.

Both Parties are independent contractors and this Agreement does not constitute either Party as the legal representative of the other for any purpose whatsoever. Neither Party has authority to assume or create any obligation whatsoever, expressed or implied, on behalf or in the name of the other Party, nor to bind the other in any manner whatsoever.

22. Modifications.

No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained herein, or any future representation, promise or condition in connection with the subject matter hereof, shall be binding upon either party unless in writing and signed by an officer on its behalf.


23. Jurisdiction, Venue and Choice of Law.

Neither Party will commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of Fairfield County in the State of South Carolina, or in the United States District Court for the District of South Carolina. Each Party irrevocably consents to the jurisdiction and venue of the above-identified courts. The validity, construction and performance of this Agreement shall be governed by the laws of the State of South Carolina.

24. Compliance with Applicable Laws.

(a) Seller shall comply with all applicable laws, regulations and rulings which can be expected to have material adverse effect on Seller's ability to comply with its obligations under this Agreement. Seller expressly warrants that the Products furnished hereunder are sold or furnished in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders issued pursuant thereto, and all other federal and state occupational safety and health statutes, the provisions of which are substantially the same as those found in the Occupational Safety and Health Act of 1970, or administered by any state pursuant to that Act. Seller shall furnish MLNA with a Material Safety Data Sheet with each shipment or delivery to MLNA of a hazardous chemical or material, in strict compliance with the hazard communication regulations of the Occupational Safety and Health Administration of the United States Department of Labor and any and all state and local hazard communication, right-to-know and similar laws, rules and regulations.

(b) On request, Seller shall furnish MLNA any environmental certificates of compliance and/or permitting providing compliance with all applicable laws, orders and regulations of the federal, state or municipal

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government or agency thereof, which apply to this Agreement, seller shall complete annual environmental survey/evaluation written and controlled by MEKRA Lang NA to determine eligibility of contract.

- (c) On request, Seller shall furnish MLNA certificates of compliance with all applicable laws, orders and regulations of the federal or any state or municipal government or agency thereof, which apply to this Agreement. In addition, Seller shall furnish certificates, data and any other documentation requested by MLNA, verifying that Seller is in complete compliance with the written specifications for Products. Such documentation shall include the results of any tests conducted on the Products. Seller shall, at time of delivery or invoicing, certify that Products sold hereunder were manufactured or produced in full compliance, to the date of certifications, with the Fair Labor Standards Act of 1938, as amended and all applicable United States Department of Labor Regulations promulgated thereunder.
- (d) Seller guarantees compliance with the provisions of Executive Order 11246 pertaining to nondiscrimination in employment. Under Section 203, Paragraphs A and B, of the Executive Order, Seller shall file compliance reports with the appropriate federal agency and, on request, supply MLNA with copies of the compliance reports and any other information necessary to demonstrate compliance. Seller also guarantees compliance with Section 503 of the Rehabilitation Act of 1973 relating to employment of the handicapped, and the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act. Seller shall also comply with the Vietnam Era Veterans Readjustment Act of 1974, as amended, and if applicable, Seller shall take all required affirmative action on behalf of disabled veterans of the Vietnam Era to employ and advance in employment these qualified veterans.
- (e) Seller shall, and shall cause its officers, directors, employees and agents to comply with the Foreign Corrupt Practices Act, including maintaining and complying with all policies and procedures to ensure compliance with this Act.

25. Assignment or Delegation.

Assignment or delegation of this Agreement is expressly prohibited unless consented to in writing by the Parties.

26. Authority of Agents.

No agent, employee, or representative of either Party has the authority to bind the Parties to any affirmation, representation, or warranty concerning this Agreement other than the terms contained herein. Any affirmation, representation, or warranty not included in this Agreement shall not be enforceable in any way.

27. General Provisions.

(a) **Fair Construction.** This Agreement shall be interpreted without regard to which party initiated the drafting process or proposed or drafted particular language and shall not be construed for or against any party.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be deemed an original instrument, but all of which together shall constitute but one instrument.

	<p style="text-align: center;">MEKRA Lang North America, LLC 101 Tillessen Boulevard Ridgeway, SC 29130</p>	<p>LM 250 Rev # 14 Page 12 of 12</p>
<p style="text-align: center;">Form</p>	<p style="text-align: center;">SUPPLIER AGREEMENT</p>	<p>Approved By: Pam Samson Revised By: Tom Stanfield Released By: Renee Tuttle Release Date: 9/23/2020</p>

(c) **Survival.** The rights and obligations of Sections on Returned Products, on Warranty/Recall, on Indemnification, on Intellectual Property, on Proprietary Rights/Tooling, and on Confidential Information shall survive termination or expiration of this Agreement.

(d) **Contract Language.** Should this Agreement be translated from English into any other language, both versions of this Agreement are mutually binding. However, in the event there are conflicting interpretations and application of the Agreement between the versions, the English version shall control.

IN WITNESS WHEREOF, the Parties have executed this Supplier Agreement as of the day and year written above.

“Supplier”

MEKRA Lang North America, LLC

Signature/Date

Signature/Date

Print name/Title

Print name/Title

Clause #	Amendment