

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY ARE A MATERIAL PART OF CVG'S OFFER AND ARE AN EXPRESS CONDITION TO CVG'S OFFER TO PURCHASE AS REFLECTED IN THE PURCHASE ORDER.

THIS OFFER AND PURCHASE ORDER MAY ONLY BE ACCEPTED SUBJECT TO THESE TERMS AND CONDITIONS. NO SUBSEQUENT TERMS SHALL APPLY. ANY TERMS AND CONDITIONS SUBSEQUENT TO THIS OFFER OR WHICH PURPORT TO CHANGE OR REPLACE THESE TERMS ARE REJECTED. CVG SHALL HAVE NO DUTY OR OBLIGATION TO RESPOND TO ANY SUBSEQUENT TERMS AND CONDITIONS SENT BY SUPPLIERS, AND THE PARTIES AGREE FURTHER THAT CVG'S SILENCE SHALL NOT BE DEEMED ACCEPTANCE OF ANY SUBSEQUENT OR DIFFERING TERMS AND CONDITIONS. SUPPLIER'S PERFORMANCE SHALL BE DEEMED UNEQUIVOCAL ACCEPTANCE OF THESE TERMS AND CONDITIONS WITHOUT MODIFICATION. Under Ohio Revised Code Section 1302.10 (UCC 2-207), the parties agree that these Terms and Conditions shall be the only Terms and Conditions and expressly waive any arguments to the contrary.

1. Purchase Order – Order of Precedence – Modification

This purchase order ("**Purchase Order**") is for the purchase of goods, services, or both as described on the face of this Purchase Order (collectively, "**Goods**") and is issued by a member of the Commercial Vehicle Group, Inc. or its related or affiliated entities or divisions ("**CVG**"). This Purchase Order is deemed accepted when the merchant to which this Purchase Order for goods is issued ("**Supplier**") acknowledges acceptance of this Purchase Order or begins performing, whichever is earlier. If for any reason Supplier fails to return to CVG the signed acknowledgment copy of any Purchase Order, any conduct by Supplier that constitutes performance or recognizes the existence of a contract pertaining to the subject matter thereof will constitute unqualified acceptance by Supplier of the Purchase Order and all of its terms and conditions.

As stated above, any additional or different terms or conditions sent by Supplier at any time are rejected and shall be treated by the parties as a nullity.

1.1 Entire Agreement. The Purchase Order, the Terms and Conditions together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, or attached, or any documents incorporated by reference (the "Contract Documents"), supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Purchase Order. All Contract Documents shall be interpreted together as one agreement, but if there is any inconsistency or conflict among the provisions of those Contract Documents, the following order of precedence applies: a) these Terms and Conditions; b) the Purchase Order; c) any specifications or supplemental terms included or incorporated by reference on the face of the Purchase Order. This Purchase Order and other Contract Documents contain the entire agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations or promises, written or oral, between the Parties respecting the subject matter of

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

this Purchase Order. Neither Party has relied on any promises, inducements, or representations by the other, except those expressly stated in this Purchase Order. The Purchase Order may only be modified by an order amendment or alteration specifically identified as such and entered into in a writing signed by CVG's Purchasing VP or an officer of CVG. No course of dealing, prior dealings, usage of trade or course of performance will be used to modify, supplement or explain any terms used in this Purchase Order.

2. Acceptance And Rejection

If prior to final acceptance, any goods, services, or work product delivered to CVG are found to be defective, deficient, or failing to conform to applicable specifications, or if CVG is otherwise entitled to revoke acceptance of them, CVG may reject or revoke acceptance, or require an equitable reduction in price, at CVG's sole option. Supplier shall reimburse CVG for all incidental and consequential costs related to goods or services which are not accepted or as to which acceptance is revoked under this provision or otherwise. Acceptance of goods or performance does not waive CVG's right to claim damages for breach of the Contract Documents including failure to conform with specifications. CVG is not obligated to notify Supplier or to pay Supplier for goods shipped or services provided in excess of those stated in the Purchase Order. CVG may, in its sole discretion, reject over-shipments or additional services or work product not specified in the Purchase Order

Final inspection and acceptance by CVG will be at destination of delivery unless otherwise specified in this Purchase Order. CVG may inspect all or a sample of Goods and may reject all or any portion of the Goods within 90 days of delivery if CVG determines the Goods to be defective or nonconforming. If CVG performs any inspection (other than the standard inspection) after discovering defective or nonconforming Goods, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any defects, (latent or otherwise) fraud, or negligence. If Goods are defective or nonconforming, CVG may, by written notice to Supplier; a) rescind this Purchase Order as to the Goods; b) accept the Goods at an equitable reduction in price; or c) reject the Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that the Goods are replacements. If Supplier fails to deliver replacements promptly, CVG may (1) correct any retained defective or nonconforming Goods at Supplier's expense; (2) replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or (3) terminate this Purchase Order for cause.

3. Price and Taxes

Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. Unless otherwise provided on the face of this Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges that must be separately itemized on all Supplier invoices. Unless exempt therefrom, all taxes that Supplier is required by law to collect from CVG are included in the price stated herein.

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to CVG of any Goods, CVG will pay the tax as an addition to payments otherwise due Supplier under this Purchase Order if Supplier provides to CVG a value-added tax (or equivalent tax) invoice. Upon request, Supplier will furnish promptly all documents required to Customs drawback purposes, properly completed in accordance with Governmental regulations applicable thereto. Unless otherwise stated herein, all Customs drawback will be credited to CVG To the extent CVG has not received from Supplier all applicable forms regarding compliance with applicable tax law, CVG reserves the right to deduct from any payment to Supplier pursuant to this Purchase Order those amounts that CVG, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction.

Any reduction in Supplier's cost resulting from a reduction in freight rates, custom duties, import taxes, excess taxes, and sales taxes in force on the date of the Purchase Order is to be paid to CVG by Supplier in reduction of the price of the goods ordered or services provided. Unless CVG otherwise consents in writing, the price shown on the Purchase Order is the limit of the liability of CVG for the goods or services and all work thereon.

4. Price: Most Favored Customer and Meet or Release

Supplier warrants that the prices charged for the Goods delivered under this Purchase Order are the lowest prices charged by Supplier for similar goods. If Supplier charges a lower price for similar goods, Supplier must notify CVG and apply that price to all Goods ordered under this Purchase. If at any time before full performance of this Purchase Order CVG notifies Supplier in writing that CVG has received a written offer from another supplier for similar goods at a price lower than the price set forth in this Purchase Order, Supplier must immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price, in addition to other rights or remedies, CVG, at its option may terminate the balance of this Purchase Order without liability.

5. Time is of the Essence; Notice of Delay

5.1 Time is of the Essence: Supplier will deliver Goods in the quantities and on the date(s) specified on this Purchase Order or Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by CVG. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate.

Supplier must immediately notify CVG in writing with all information relating to any delay or threatened delay of the timely performance of this Purchase Order. Supplier is responsible for all costs incurred by CVG resulting from Supplier's delay or missed delivery.

5.2 If the delivery schedule is endangered for any reason other than CVG's fault, then Supplier will, at its expense, deliver Goods by the most expeditious shipping method. CVG reserves the right to reject, at no expense to CVG, all or any part of any delivery that varies from the quantity authorized by CVG for shipment. CVG reserves the right to pursue additional

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

remedies caused by late delivery, including but not limited to (i) incremental freight expenses incurred by CVG for shipments of Goods to CVG and for shipments of Goods or finished product containing or incorporating the Goods from CVG to any customer of CVG; (ii) any added costs incurred to maintain production including but not limited to premium freight expenses, and excess charges paid to another supplier; (iii) all liquidated damages payable by CVG as a result of any such late delivery. Supplier will not make any substitutions without CVG's prior written approval. All items will be packaged according to CVG's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. CVG will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped under this Purchase Order unless caused by CVG and in no event until delivery to the destination designated by CVG. All containers will be properly marked for identification as instructed on CVG's Purchase Order and contain a packing slip that details, at a minimum, the CVG Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment quantity of product shipped, and final delivery address. Supplier further agrees to supply CVG SPC data as requested, and upon request, bar coding documentation with each shipment. Items shipped in advance of CVG's delivery schedule may be returned at Supplier's expense. For domestic shipments, if requested by CVG, and for all international shipments, Supplier will give notice of shipment to CVG when the goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and airway bill.

6. Excusable Delay (Force Majeure)

Except for payment of sums due, neither party will be liable to the other nor deemed in default under the Purchase Order if and to the extent that such party's performance of the Purchase Order is prevented by reason of Force Majeure as defined herein. The term "Force Majeure" means an unforeseeable occurrence that is beyond the control of the party affected, could not have been avoided by the exercise of reasonable diligence, and which otherwise occurs without its fault or negligence, including acts of God; acts of the public enemy; war; riots; wildcat strikes; civil unrest; fire; flood; lockouts; failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. Supplier's ability to sell Goods at a more advantageous price, Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods, shipping costs or availability, labor disputes or employment issues will not constitute an excusable delay event. Failure to perform by sub-suppliers to Supplier shall not be a cause for Force Majeure unless the cause of such non-performance would qualify as Force Majeure under the express terms of this provision. The Party claiming to be affected by an excusable delay will immediately provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and how such party plans to use its best efforts to mitigate the effects of the delay and remedy the delay if it can be remedied. During that period of such delay or failure to perform by Supplier, CVG, at its option, may purchase goods from other sources and reduce its schedule to Supplier by such quantities without liability to Supplier or have Supplier provide the goods by other sources and quantities requested by CVG at the price set forth in the Purchase Order. If

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

requested by CVG, Supplier, within 10 days of such request, must provide adequate assurances that the delay will not exceed 30 days. If Supplier's delivery is delayed, CVG may, at CVG's sole option, cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to CVG, Supplier will allocate its available supply of goods in a manner that assures CVG of at least the same proportion of Supplier's total output of goods as was allocated to CVG before the excusable delay event. If delivery of any Goods is delayed for more than 30 days, CVG may, without liability, cancel all or part of this Purchase Order upon written notice given to the Supplier.

7. Performance Assurance Plan

If CVG, in its sole discretion, determines there is a significant risk that Supplier will fail to meet its performance or delivery requirements under this Purchase Order, CVG may require Supplier to perform under a CVG or CVG-approved Performance Assurance Plan. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of this Purchase Order. Any failure by Supplier to satisfy the terms of the Performance Assurance Plan is a material breach of this Purchase Order. The expense of administering any Performance Assurance Plan shall be the responsibility of Supplier.

8. Assignment and Subcontracting

This Purchase Order will be binding on Supplier and its respective permitted successors and assigns. Supplier shall not subcontract the performance of all or any part of any Purchase Order or assign all or any of its rights under a Purchase Order without the prior written approval of an authorized representative of CVG. CVG will not unreasonably withhold approval. Any obligation to pay an assignee is subject to offset for any claims CVG has against Supplier, whether or not arising under any particular Purchase Order. Any transfer of this Purchase Order by Supplier by merger, consolidation, dissolution, or any change in ownership or power to vote a controlling share of the voting stock in Supplier will constitute an assignment for the purposes of this Purchase Order. Any assignment or subcontract without CVG's written approval will be voidable at the option of CVG. CVG may assign this Purchase Order or any of its rights or obligations under this Purchase Order to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the CVG product line or business to which this Purchase Order relates without Supplier's consent and upon written notice to Supplier. Supplier will be responsible for all its subcontractors and any act or omission of any Supplier subcontractor will be deemed an act or omission of Supplier for purposes of this Purchase Order. Any obligation to pay an assignee is subject to offset for any claims CVG has against Supplier, whether or not arising under any particular Purchase Order.

9. Changes

At any time prior to the time title has passed to CVG with respect to goods or acceptance of services or work product, an authorized representative of CVG may, by written or electronic

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

notification to Supplier, direct changes within the general scope of the Purchase Order, including changes in drawings, designs, specifications, method of shipment or packaging, time and place of delivery, nature and duration of services, quantity, reschedule the services, or require additional or diminished services. Only authorized CVG representatives may issue changes to the Purchase Order. If any change causes an increase in the cost of, or the time required for, performing this Purchase Order, Supplier shall document the expense claimed and seek an equitable adjustment will be made in the Purchase Order price, delivery dates, or both. Any claim by Supplier for an adjustment under this provision may, at CVG's option, be deemed to have been waived unless asserted in writing (including the amount of the claim and adequate supporting documentation) and delivered to CVG within 10 days from the date of receipt by Supplier of the CVG-directed change to this Purchase Order. If any change causes a decrease in the cost of, or the time required for, performing this Purchase Order, CVG shall document the credit claimed and advise Supplier of any revision of the cost of the Purchase Order, delivery dates, or both. Any objection by Supplier for CVG's price adjustment under this provision may, at CVG's option, be deemed to have been waived unless asserted in writing (including the amount of the claim and adequate supporting documentation) and delivered to CVG within 10 days from the date of receipt by Supplier of the CVG-directed change to this Purchase Order. Nothing in this paragraph will excuse Supplier from proceeding with performance of the Purchase Order as modified. The parties otherwise agree to meet and discuss any disputed price adjustments under this Paragraph in good faith.

10. Design and Process Changes

10.1 Supplier will make no changes in the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods specified in this Purchase Order or documents referenced in it, or if none, those in place when this Purchase Order is issued, without the advance written approval of an authorized CVG representative. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements. Supplier will notify CVG of any such potential changes promptly as it becomes aware of them.

10.2 To request approval to change a manufacturing location or subcontracting of process required to manufacture the Goods, Supplier must provide CVG with a plan at least 180 days prior to the proposed start date of implementing such change in the manufacturing location or subcontracting of processes required for the Goods. Any such plan is subject to CVG's written approval, and must result in a reduction in the prices charged by Supplier to CVG for Goods, and must demonstrate that Supplier has taken all necessary actions to avoid negative impacts to CVG, including, but not limited to, maintaining additional inventory, overlapping production schedules, etc. Such price reductions will be agreed to by Supplier and CVG prior to implementation.

10.3 Supplier will be responsible for any and all of CVG's costs incurred as a result of changes implemented by Supplier including but not limited to all customer charges; all labor

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

costs, including engineering costs, travel and lodging; all costs to transition to an alternative source of supply; redesign and/or recertification; and all corrective action.

10.4 Supplier will flow down this requirement in all its subcontracts and purchase orders for purchased goods or process-related services required for the Goods, whether such Goods are supplied to Supplier as an end item, or a component part of an end item.

11. COMPLIANCE WITH LAWS

11.1 Supplier will comply with all applicable federal, state, and local laws, rules and regulations, orders, guidelines, standards, limitations, controls, prohibitions, or other requirements that are contained in, issued under, or otherwise adopted pursuant to such laws relating to the services, manufacture, production, labeling, sale and shipment of the goods, including the Americans with Disabilities Act and all applicable federal and state laws, rules, and regulations pertaining to fair employment practices or which prohibit discrimination because of age, color, sex, physical or mental handicap, race, nationality, religion or creed, sexual orientation, or other similar federal or state laws or regulations. This provision specifically applies to all laws relating to ethical sourcing (anti-slavery/human trafficking laws), conflict mineral compliance (CMRT), hazardous material compliance (RoHS), and chemical compliance (IMDS, REACH). Further, Supplier will mark the country of origin for all goods supplied under the requirements of the Purchase Order. In addition, Supplier represents that it will at all times comply with all such applicable laws, rules, regulations, orders, guidelines, standards, limitations, controls, prohibitions, and other requirements and, further, will immediately furnish proof of such compliance when requested by CVG.

Supplier warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act EU and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Purchase Order and grounds for termination of this Purchase Order.

Supplier represents, covenants, and warrants to and with CVG that Supplier and all subcontractors below Supplier are in full compliance with the Anti-Kickback Act of 1986 and amendments thereto (the "Act"). A breach of this provision will be deemed a material breach of this Purchase Order and grounds for termination of this Purchase Order.

Supplier must have a management system dedicated to compliance with applicable environmental, health and safety laws and regulations to ensure a safe working environment for their employees and responsible care of materials to prevent a negative impact on the environment (for example: ISO14001:2015/OHAS 18001).

Upon request, in form and substance satisfactory to enable CVG to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("**REACH**"), Supplier will provide CVG with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Goods supplied under this Purchase Order, including all safety information required under REACH and information regarding the registration or pre-registration

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

status of any Goods pursuant to REACH promptly but no later than 45 days of receiving such request. Supplier agrees that it will include any CVG “Identified Use” in its REACH registrations or applications for Authorization, unless Supplier notifies CVG that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case CVG will have the right to terminate this Purchase Order without incurring any damages.

Absent CVG’s prior written consent, no Goods will contain any of the (i) substances identified in Article 4.1 of the European Parliament Directive (2011/65/EU collectively, the “**RoHS Directives**”) (as such RoHS Directives are updated from time to time) or similar applicable laws or regulations, restricting the use of hazardous materials.

Goods will not include any of the restricted chemicals set forth in the Montreal Protocol on ozone-depleting substances.

Supplier shall comply with its obligations under the Safe Drinking Water and Toxic Enforcement Act of 1986 of the State of California (“Proposition 65”). If the Goods contain any Proposition 65 listed chemicals, the Goods will be delivered with the warning labeling in full compliance with Proposition 65.

Supplier will be responsible for all costs and liabilities for or relating to the recycling of Goods pursuant the most current version of European Parliament Directive 2012/19/EU (the “**WEEE Directive**”) as the WEEE Directive is updated from time to time and as any such Directive is implemented in any country.

Supplier will avoid use of materials of concern in the Goods provided to CVG, including but not limited to Persistent, Bioaccumulative Toxic (PBT) substances, Persistent Organic Pollutants (POPs) (e.g. PCBs, mercury, certain insecticides-DDT, Chlordane etc.), Carcinogens (known or suspected), Mutagens, Radioactive materials, Reproductive toxins (known or suspected), Beryllium, Hexavalent, Chromium, Asbestos or other respirable fibers, Ozone depleting substances, Brominated flame retardants or Nanoparticles. Supplier will proactively inform CVG of any above listed substances content in any Goods supplied under this Purchase Order. If applicable, Supplier will be responsible for all costs and liabilities for or relating to the disposal and/or recycling of materials, waste and products.

Supplier will defend, indemnify and hold harmless CVG from and against any and all loss, cost, expense (including reasonable attorney and professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Supplier’s breach of this Section.

12. Bankruptcy

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency, by, or against Supplier, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, CVG will be entitled to cancel the Purchase Order without liability. Any person or entity to which the Purchase Order is assigned pursuant to the provisions of

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

Bankruptcy Code 11 U.S.C., Section 101, et seq., is deemed without further act or deed to have assumed all of the obligations arising under the Purchase Order on and after the date of such assignment. Any such assignee must upon demand execute and deliver to CVG an instrument confirming such assumption.

13. Inspection

13.1 Supplier agrees to permit access to its facilities, subcontractor facilities, and Supplier processes for producing the goods or services, at reasonable times for inspection of the goods or services covered under the Purchase Order by CVG, its customers, higher-tier contractors, and end users at all reasonable times and places. If inspection or testing is made on Supplier's premises, Supplier will provide, without charge, all reasonable facilities and assistance required for the inspection and tests. Supplier's standard inspection and testing system must be approved by CVG in writing. All inspection and testing records, including sub-tier supplier records relating to the Goods, will be maintained by Supplier and made available to CVG during the performance of this Purchase Order, and for such longer periods if specified by CVG. Neither inspection at Supplier's facilities nor testing will constitute final acceptance of the goods or services, nor relieve Supplier of liability for any defects as a result from manufacture or delivery of such goods under a particular order. Inspection by CVG does not constitute a waiver of liability of Supplier nor will it constitute a waiver of rights by CVG. If CVG determines the goods are noncompliant or the services are deficient, Supplier will be responsible for the payment of all costs incurred by CVG for testing and inspection. Supplier must comply with all quality assurance procedures specified by CVG, including those set forth in any manual on Supplier quality standard procedures.

14. Applicable Law and Forum

The construction, interpretation, performance, and enforcement hereof this Purchase Order, all transactions under this Purchase Order and the Parties' relationship in connection with this Purchase Order or any related claims, whether founded in contract, tort or otherwise, will be governed by the laws of the State of Ohio, U .S. A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto), and the federal or state courts in Columbus, Ohio will have exclusive jurisdiction of any dispute. The parties further agree that this contract is deemed to be formed in the State of Ohio, that the parties are conducting business in the State of Ohio, and that such courts in the State of Ohio shall have personal jurisdiction over them. The parties further agree that the prevailing party is entitled to all costs and fees including reasonable legal fees.

15. General Indemnification

To the fullest extent permitted by law, Supplier will, at its expense, defend, hold harmless and indemnify (including attorney's fees, expert fees and costs of suit) CVG, and its its parent and affiliated companies, and their respective directors, agents, officers, officials, employees, volunteers, and successors and assigns and customers (collectively "**Indemnitiees**") from and

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

against any and all claims, damages, losses, liability and expenses, including but not limited to reasonable attorney and professional fees and costs, and the cost of settlement or compromise, judgment, or verdict (“**Loss**”) incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier’s Goods or the performance of the Goods by Supplier or its personnel (including any employment-related Loss arising out of, resulting from or occurring in connection with the performance), the acts, errors, mistakes, omissions, work or service (howsoever arising, including without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship, or otherwise, and even though strict liability be claimed) of Supplier, its agents, employees, or any tier of Supplier’s subcontractors in the performance of the Purchase Order, or any theft or other misappropriation of CVG’s or its personnel’s information, property or funds by Supplier or its personnel. Indemnitee may participate in the defense or negotiations to protect its interests. Supplier will not enter into any settlement or compromise without CVG’s prior written consent, which will not be unreasonably withheld. Supplier’s indemnification includes claims between the Parties including legal fees. If CVG is obligated to pay any Loss or any damages pursuant to its contract with a customer, then Supplier will be liable for such Loss or any damages to the extent Supplier causes or contributes to such Loss or any damages. Nothing in this Section limits CVG’s right to claim all actual damages sustained by CVG as a result of Supplier-caused delays. The amount and type of insurance coverage requirements set forth in this agreement will in no way be construed as limiting the scope of indemnification in this paragraph. Supplier’s covenants of indemnity herein will continue in full force and effect notwithstanding the termination or expiration of the Purchase Order.

16. Intellectual Property Indemnification

For Goods provided under this Purchase Order, Supplier will, at its expense, defend, hold harmless and indemnify (including attorney’s fees, expert fees and costs of litigation) CVG Indemnitees (as defined above) from and against any and all Loss (as defined above) incurred by or demanded of Indemnitee arising out of, or relating to any alleged or actual: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use, or misappropriation of a trade secret; or (c) violation of any other third-party intellectual property right, and from expenses incurred by Indemnitee in defense of such suit, claim, or proceeding if Supplier does not undertake the defense thereof. Supplier will not enter into any settlement without CVG’s prior written consent, which will not be unreasonably withheld. Indemnitee may participate in the defense or negotiations to protect its interests. If any injunction or restraining order is issued, Supplier will, at CVG’s option and Supplier’s expense, obtain for Indemnitee either the right to continue using and selling the Goods or replace or modify the Goods to make them non-infringing without any loss of functionality. Supplier’s indemnification of CVG includes inter-party claims. In no event shall CVG be required to indemnify or defend Supplier as a result of any claims accusing the Goods of infringement.

Further, Supplier agrees to waive any claim against CVG under the Uniform Commercial Code or otherwise including any hold harmless or similar claim in any way related to a claim asserted against Supplier or CVG for patent, trademark, copyright infringement or the likewise, including claims arising out of compliance with specifications furnished by CVG. Additionally,

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

Supplier agrees to grant CVG a worldwide, nonexclusive, royalty-free license to repair and have repaired, to reconstruct and to have reconstructed the goods ordered under the Purchase Order.

Supplier assigns to CVG all right, title, and interest in and to all patents, trademarks, copyrights and mask work rights in any materials created for CVG under any Purchase Order. Supplier agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Supplier has disclosed or may hereinafter disclose to CVG in connection with the goods or services covered by the Purchase Order.

17. Works Made For Hire

In the event Supplier creates, drafts, or in any way produces any creative works, research data, reports, designs, recordings, writings, software code, graphical representations or other intellectual property (“Works”) pursuant to the requirements of the Purchase Order, such Works will be treated as works for hire under the U.S. Copyright laws and will become the sole and exclusive property of CVG. CVG will at all times retain ownership in and the rights to any Works to be delivered under the Purchase Order and Supplier assigns all of Supplier’s right, title, and interest in such Works to CVG.

18. TITLE AND DELIVERY

Unless stated otherwise in the Purchase Order, all prices for goods will be F.O.B. point of destination and will include all delivery and unloading at the destination identified in the Purchase Order. Title and risk of loss with respect to the goods will remain with Supplier until CVG has accepted the goods at the F.O.B. point specified. The cost of all return shipments for goods will be borne by Supplier, with title and risk of loss passing at F.O.B. point specified, unless otherwise specified by CVG.

19. Warranty

19.1 Supplier warrants to CVG, its successors, assigns, customers, and end users that, during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components): will be free from defects in material, workmanship, and design, even if the design has been approved by CVG; will conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by CVG; will be merchantable; be fit for the intended purposes and operate as intended; will comply with all laws; will be free and clear of any and all liens or other encumbrances; will not infringe any patent, published patent application, or other intellectual property rights of any third party; and will not utilize misappropriated third party trade secret information. Goods that do not meet the preceding standards are collectively called “**nonconforming Goods.**” Services will be performed in accordance with the highest standards in the industry.

19.2 The Warranty Period is 36 months from the date of delivery to the end user or such longer period of time as may have been accepted by CVG from CVG’s customer or on which any longer government requirement covering the Goods ends. These warranties survive

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

delivery, inspection, acceptance, and payment by CVG. Claims for breach of warranty do not accrue until discovery of nonconforming Goods, even if the Goods were previously inspected. Any applicable statute of limitations runs from the date of discovery. CVG may, at its election, have the nonconforming Goods repaired, replaced, or corrected at Supplier's expense. Supplier is responsible for the costs of repairing, replacing or correcting nonconforming Goods, and for all related costs, expenses and damages including, without limitation, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming Goods or of CVG's affected end-product; all freight charges; all customer charges; and all corrective action costs. Unless set off by CVG, Supplier will reimburse CVG for all these costs upon receipt of CVG's invoice. The warranties and rights provided are cumulative and in addition to any warranty provided by law or equity.

19.3 If, following delivery, Goods exhibit a substantially similar repetitive root cause, failure mode or defect indicating a common or systemic failure ("**Epidemic Failure**"), then, without prejudice to CVG's rights under Section 25 (a) the party discovering the failure will promptly notify the other and Supplier will provide to CVG a preliminary plan for problem diagnosis within one business day of such notification, which plan Supplier will revise at CVG's request; (b) Supplier and CVG will diagnose the problem, plan an initial work-around and effect a permanent solution; (c) Supplier and CVG will agree on a plan for customer notification, replacement scheduling and remediation, including identification of suspect population, field removal, return and reinstallation, work in process ("WIP"), inventory replacement, and repair, or retrofitting, regardless of location or status of WIP completion; and (d) Supplier is responsible for all costs and damages associated with any Epidemic Failure. CVG and Supplier will work together in good faith to establish and expeditiously implement an Epidemic Failure action plan. If Supplier or any of its component suppliers initiate any Product or component recalls, retrofits, or service bulletins that affect Product quality, Supplier will immediately communicate this information to CVG.

19.4 No part of any software, deliverables, or Goods delivered by Supplier under this Purchase Order will contain any software or component licensed or obtained under any Open Source licensing program. "**Open Source**" means any software or other material that is distributed as "free software", "open source software" or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), and the Apache License). If Supplier uses Open Source in any software, deliverable, or Goods, Supplier must first seek written approval from CVG and if approved, Supplier must identify each Open Source item along with the applicable license terms. For any such approved Open Source, Supplier represents that (a) Supplier is in compliance with the terms and conditions of all applicable licenses for Open Source, and (b) CVG's use of such Open Source (i) will not adversely impact CVG's proprietary software, (ii) will not require CVG to make available the source code for any CVG proprietary software, and (iii) will not prohibit or limit CVG from charging a fee in connection with sublicensing or distributing the software.

19.5 Goods covered by this Purchase Order will comply with all applicable treaties, laws, regulations of the place of manufacture and Canadian, European Union and U.S. state and

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

federal laws, regulations and standards, (a) concerning the importation, sale, design, manufacture, packaging and labeling of its Goods, (b) regulating the sale of Goods, and (c) relating to the environment and/or the toxic or hazardous nature of Goods or their constituents, including (without limitation) the U.S. Toxic Substances Act, the U.S. Occupational Safety and Health Act the U.S. Hazardous Communication Standard, the Federal Hazardous Substances Act the California Proposition 65, European ROHS standards, and other current and subsequently applicable requirements; and Supplier agrees that it shall furnish promptly on request and provide all information and certifications evidencing compliance with such laws, regulations, standards and requirements.

20. Invoicing and Payment

After each shipment made or Service provided, Supplier **must submit an itemized invoice** referencing a valid Purchase Order number together with proof of shipment, completion, and/or delivery. The invoice must specify the goods, services, or work product provided, including item number, and a description of items, sizes, quantities, and unit prices, which must match the description in the Purchase Order, the date or dates of delivery; and the specific dollar amount owed. Supplier must provide invoices no later than 90 days after provision of goods to CVG otherwise Supplier waives its right to payment. This invoice must match the corresponding Purchase Order pricing, quantities, and terms, and must be sent to the bill to address listed on this Purchase Order. All applicable taxes and other Government charges including, but not limited to, sales, use, or excise taxes; value added tax, customs duties, fees, and all incidental charges including but not limited to royalties, selling commissions, nonrecurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English, or in the destination country's official language if required: (a) name and address of Supplier and the CVG entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) CVG's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. If an invoice does not comply with the above requirements or is exhausted (out of funds or paid in full), or the invoice contains quantities or prices greater than the ones reflected on this Purchase Order the invoice will be rejected back to Supplier. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment.

Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment for shortages, defects, and other failures of Supplier should Supplier fail to meet the requirements of this Purchase Order. Payment terms are net 120 days from receipt of a correct invoice and acceptance of conforming Goods or completion of any required services unless otherwise stated on the face of this Purchase Order or other written agreement executed by both Parties; provided, however, that in the event that applicable law requires a payment terms period of shorter duration, payment terms shall be the maximum period allowed by applicable law. Invoices will not be approved unless they accurately reference conforming

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

Goods received by CVG or services satisfactorily performed for CVG, as well as a valid Purchase Order number, supplier name and address, line description, quantity at line level, price at line level, withholding rates and/or amounts for applicable taxes. Payment will be scheduled for the first payment cycle following the net terms for this Purchase Order. Supplier must be paid upon completion of the entire Contract unless a schedule of progress payments for work in progress is agreed in writing with CVG. Invoices for progress payments must specify the actual work performed. No charges will be accepted for boxing, crating, drayage, or storage unless specified in writing by CVG. CVG's tender of payment by check is sufficient, provided such check is honored, upon presentment to the "Payer Bank."

21. Setoff

CVG may deduct any amount owing from Supplier to CVG as a setoff against any amount owing to Supplier under this Purchase Order.

22. Termination

22.1 If Supplier fails to comply with any material term of the Purchase Order, CVG may terminate the Purchase Order immediately. If the non-compliance relates to an obligation of Supplier that is, in the opinion of CVG, capable of cure, CVG may terminate the Purchase Order if the Supplier has failed to either: (a) timely cure the non-compliance within ten (10) days of CVG's written notice of default, or (b) otherwise provide CVG with adequate assurances of performance acceptable to CVG in its sole discretion. If Supplier breaches its obligations to CVG and CVG terminates this Purchase Order in whole or in part, CVG may charge Supplier for any additional cost it incurs in performing Supplier's obligations or in having such obligations performed by a third party. The solvent Party may terminate this Purchase Order upon written notice if the other Party becomes insolvent or if any petition is filed or proceedings commenced by or against that Party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. If a termination by CVG for breach by Supplier is determined to have lacked cause, such termination will be treated as a termination without cause under 22.2 below. Supplier may terminate the Purchase Order, in whole or in part, only if CVG fails to comply with any material requirements of this Purchase Order and only upon sixty (60) days written notice to CVG. If the non-compliance relates to an obligation of CVG that is capable of cure, Supplier may terminate the Purchase Order only if CVG has failed to timely cure the non-compliance within sixty (60) days of Supplier's written notice of default to CVG.

22.2 Notwithstanding any firm time period or quantity on the face of this Purchase Order, CVG may terminate this Purchase Order in whole or in part at any time with or without cause for undelivered Goods or unperformed services upon 10 days prior written notice. Upon termination for convenience, Supplier will, upon receipt of notice from CVG, discontinue work in connection with the Purchase Order, cease order materials therefore, and use its best efforts to cancel existing orders for materials needed for the terminated portion.

22.3 If CVG terminates this Purchase order under 22.1 or 22.2 above, CVG's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

and accepted by CVG before the date of termination. The payment can be set off against any damages to CVG. Upon termination, CVG may require Supplier to transfer title and deliver to CVG any completed Goods and CVG will pay the Purchase Order price for those Goods subject to set off against any damages to CVG. CVG may also require Supplier to transfer title and deliver to CVG any or all property produced or procured by Supplier to perform this Purchase Order. CVG will credit Supplier with the reasonable value of the property, but not more than Supplier's actual cost or the Purchase Order value, whichever is less.

22.4 To the extent that any portion of this Purchase order is not terminated under 22.1 or 22.2 above, Supplier will continue performing that portion.

22.5 Except as otherwise expressly agreed upon in writing by the parties in an alternative controlling Purchase Order, an operable agreement, or associated document, if Supplier, without cause terminates, cancels, changes, or breaches this Purchase Order at any time during the effective period, Supplier shall pay CVG a termination, cancellation, or change charge in an amount equal to all costs incurred by CVG as a result of such termination, cancellation, change, or breach including, but not limited to, charges or costs imposed by third party providers/sellers responsible for provisioning portions of the affected products/materials, express delivery charges, administrative charges, warehousing charges, inventory carrying charges, banked products/materials costs, and developmental charges.

23. Stop Work

At any time by written notice and at no cost, CVG may require Supplier to stop all or any part of the work under this Purchase Order for up to 120 days ("**Stop Work Order**"), and for any further period as mutually agreed. Immediately upon receipt of a Stop-Work Order, Supplier will comply with its terms. At any time CVG may, in whole or in part, either cancel the Stop Work Order or terminate the work under the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

24. Cessation of Production

If production of any Good is to be discontinued or suspended within 1 year after final delivery under this Purchase Order, Supplier must give CVG as much prior written notice as commercially reasonable of the discontinuance or suspension. For at least 180 days from the discontinuance or suspension, Supplier must accept orders from CVG for the Good at the price and on the terms of this Purchase Order.

25. Buy CVG

Supplier will use commercially reasonable efforts to utilize CVG products and services in the fulfillment of this Purchase Order. Upon CVG's request, the Parties will mutually agree on the establishment of reasonable metrics for the utilization of CVG products and services.

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

26. Property Rights

All tools, equipment dies, gauges, models, drawings, supplies, fixtures, molds, patterns, or other materials furnished by CVG to Supplier or made by Supplier for the purpose of the Purchase Order, or to be paid for by CVG, and all replacements thereof and materials fixed or attached thereto, are and remain the property of CVG. Supplier will bear the risk of loss or damage to CVG's property.

27. Relationship of Parties/ Independent Contractor

Nothing in this Purchase Order will be construed to place Supplier and CVG in an agency, employment, franchise, joint venture, or partnership relationship. Supplier certifies that it is an independent contractor and not a partner with CVG for any purpose, provides services to other customers, maintains insurance, sets its own priorities on time and hours of work, provides its own supplies, and determines the means of delivering the goods or services.

Neither Party has the authority to obligate or bind the other in any manner. Nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither Party will make any representation to the contrary. The Parties agree that Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier will be solely responsible to exercise full control of, supervision over and responsibility for Supplier's personnel, its subcontractors, or its agents, and any employee of any of the foregoing, including the employment direction, compensation and discharge of Supplier's personnel, its subcontractors or its agents and any employee of any of the foregoing as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters.

For any Goods provided under this Purchase Order in jurisdictions with statutory employer protections, Supplier and CVG stipulate that CVG is deemed to be the statutory employer of Supplier's employees and all employees of any sub-tier contractor retained in any manner by Supplier, who perform services or access CVG's property and such status is limited to the period in which the preceding actions occur. Supplier and CVG further stipulate that all services performed pursuant to this Purchase Order are an integral part of or essential to CVG's production of its goods or delivery of its services.

28. Confidentiality and Intellectual Property

28.1 During production of the goods or provision of the services and thereafter, Supplier will retain in confidence, and will not disclose to any third party, without the prior written consent of CVG, all information, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that (a) has been or will be supplied to Supplier by or on behalf of CVG; or (b) Supplier will design, develop, or create in connection with this Purchase Order; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "**Confidential**

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

Information” of CVG. All Confidential information is work made for hire and made in the course of services rendered. All rights to it belong exclusively to CVG, with CVG having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. To the extent that exclusive title or ownership rights in Confidential Information may not originally vest in CVG, Supplier irrevocably assigns transfers and conveys to CVG all right, title, and interest therein.

28.2 CVG’s Confidential Information will remain the property of CVG. It may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to CVG upon the earlier of CVG’s written request or completion of this Purchase Order. If, with CVG’s prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to CVG for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of CVG’s purchase of Goods under this Purchase Order, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either Party’s performance under this Purchase Order. Supplier will not use CVG’s Confidential Information for any purpose other than the production of the goods or provision of the services for CVG. Upon completion of the production of the goods, the provision of the services, or the termination or cancellation of any Purchase Order, whichever occurs first, Supplier must return to CVG all documents (and all copies thereof) which contain all or any portion of CVG’s Confidential Information. The obligations under this paragraph will survive the cancellation, termination, or completion of the Purchase Order.

28.3 Any unpatented knowledge or information concerning Supplier’s goods, products, methods, or manufacturing processes which Supplier may disclose to CVG incident to the manufacture of the goods or the performance of services covered by the Purchase Order will, unless specifically agreed to in writing, be deemed to have been disclosed as part of the consideration for the Purchase Order, and Supplier agrees not to assert any claim against CVG by reason of CVG’s use or alleged use thereof, and if the Purchase Order involves experimental research or development work paid for by CVG, Supplier agrees to grant to CVG an irrevocable and exclusive, royalty-free license to make, have made, use, and sell any inventions resulting from the work under the Purchase Order.

29. Advertising

Supplier will not advertise the fact that it has contracted with CVG for goods and services or appropriate or make use of CVG’s name or other identifying marks or property, without the prior written consent of CVG. Supplier may not use any trademark, trade names, copyrights, or patents of CVG in Supplier’s advertising or promotional materials. Furthermore, Supplier will not claim or suggest implicitly or explicitly, that CVG’s use of its Goods constitutes CVG’s endorsement of its Goods. In the event of Supplier’s breach of this provision, CVG will have the right to cancel the undelivered portion of any goods or services covered by the Purchase Order

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

and will not be required to make any further payments except for conforming goods delivered or services rendered prior to cancellation.

30. Rights And Remedies

All rights and remedies of CVG are in addition to, and will in no way limit any other rights or remedies available at law or in equity. The failure by CVG to exercise or enforce any of the terms or conditions hereof will not constitute or be deemed a waiver of CVG's rights hereunder to enforce each and every other term contained herein. The failure by CVG to insist upon strict performance of any of the terms and provisions herein will not be deemed a waiver of any subsequent default in the terms or provisions herein. Waiver of any breach will not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor will not waive any breach.

31. Severability

In the event that any provision in this Purchase Order (or a portion thereof) is under applicable law, held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the Parties agree that the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

32. Insurance

Unless an authorized representative of CVG instructs Supplier otherwise, Supplier will maintain during the term of the Purchase Order insurance policies described below issued by companies licensed in Ohio. CVG shall be explicitly named as an Additional Insured on said policy. Before supplying any goods or providing any services, Supplier must furnish the CVG Risk Manager with certificates of insurance evidencing the required coverages, conditions, and limits required by the Purchase Order at the following address:

**7800 Walton Parkway
New Albany, Ohio 43054**

The insurance policies, except those for workers' compensation or professional liability, must be endorsed to name CVG, its agents, officers, officials, employees, and volunteers as additional insureds. In the event any insurance policies required by the Purchase Order are written on a "claims made" basis, coverage will extend for two years past completion and acceptance of Supplier's goods, work, services, equipment, or materials and must be evidenced by annual certificates of insurance. The insurance policies must be endorsed stating that they will not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the CVG Risk Manager. Supplier insurance must be primary, and any insurance or self-insurance maintained by CVG may not contribute to it. If any part of the Purchase Order is subcontracted, these insurance requirements also apply to all subcontractors. Insurance coverage required under the Purchase Order, unless the authorized CVG Purchasing Representative instructs Supplier otherwise, is: commercial general liability insurance with a

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury, products, and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the Purchase Order; automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to Supplier's owned, hired, and non-owned vehicles; workers' compensation insurance with limits statutorily required by any applicable federal or state law and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit; and if applicable, professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Supplier, or any person employed by Supplier, with a limit of not less than \$2,000,000 each claim.

33. Lien Waivers

Supplier will furnish, upon CVG's request, waivers by Supplier and all other persons entitled to assert any lien rights in connection with the performance of this Purchase Order and will indemnify CVG against all costs, loss or liability incurred by CVG as a result of any failure by Supplier or any other person to comply with this provision.

34. Audit

34.1 Records: Supplier will retain and preserve all records and materials including invoice records, pertaining to the Goods provided under with this Purchase Order for a period of 10 years after the final delivery or termination of this Purchase Order or for the period prescribed by applicable law, whichever period is longer. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.

34.2 At CVG's request, Supplier will provide CVG's auditors or designated independent credit rating firm with financial statements (including, but not limited to, Balance Sheet, Profit Loss Statement, etc.; quarterly/annual), along with a certificate of an Officer of Supplier responsible for the preparation of such financial statements, attesting to the accuracy and completeness of such financial statements, and certifying that Supplier is in good financial condition and is not in default with respect to any obligations, including, without limitation, to its lenders and suppliers. CVG will treat Supplier's financial information as confidential and will share such financial information only with those as needed to assess Supplier's financial status and qualification.

34.3 Audit: For a period of 10 years from the date of last delivery or for the period prescribed by applicable law, whichever period is longer, CVG will have the right in connection with this Purchase Order to conduct on-site and off-site audits. Supplier will provide, and will cause each of its sub-tier suppliers to provide, access for CVG's auditors to Supplier's and Supplier's sub-tier supplier's books and other pertinent records and any other information as requested by CVG's auditors. During the audit if any invoice submitted by Supplier is found to be in error, an appropriate adjustment including the costs of the audit will be made to the invoice or the next succeeding or new invoice following the discovery of the error and the resulting

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

payment/credit will be issued promptly. Supplier will promptly correct any deficiencies discovered as a result of the audit.

35. SHIPMENT OF GOODS: Supplier agrees to properly pack, mark, and ship goods in accordance with the requirements of CVG and applicable law including the North American Trade Agreement or related implementing regulations, including the requirement to have all goods marked with a country of origin designation when such goods are manufactured outside of the United States, and the requirements of any involved carrier in a manner to secure the lowest transportation and tariff costs. The marks on each package and identification of the goods in shipping, material, bills of lading, and other invoices must be sufficient to enable CVG to identify the goods purchased, which will include but not be limited to CVG's part number and Purchase Order number on all packing slips and invoices. Supplier further agrees to supply CVG SPC data as requested, and upon request, bar coding documentation with each shipment.

36. Delivery, Shipment and Packaging

36.1 All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

36.2 Supplier will provide CVG with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information CVG may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Supplier will provide CVG all documents, records, and other supporting information necessary to substantiate the Goods' qualification under an FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.

36.3 Within one business day after Supplier delivers the Goods to the carrier, Supplier will send CVG a complete set of shipping documents including the commercial invoice, packing list, and air waybill, or three original parts of the combined through-bill of lading, clean without notation, necessary to release the Goods to CVG's custody.

37. Disclosure And Special Warnings

Supplier agrees to furnish to CVG, at Supplier's expense, material safety data sheets for all items, articles, or services covered by the Purchase Order. In addition, if requested by CVG, Supplier must promptly furnish to CVG, in such form and detail as CVG may direct, a list of all ingredients in the goods purchased under the Purchase Order, the amount of one or more of the ingredients, and information concerning any changes in or additions to such ingredients. Prior to and with the shipment of goods under the Purchase Order, Supplier agrees to furnish to CVG sufficient warning and notice in writing including appropriate labels (Physical, Health Hazard), on goods, containers, and packaging of any kind, a statement of hazardous material which is an

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

ingredient or any part of the goods under the Purchase Order, together with such special handling instructions as may be necessary to advise carriers or employees of CVG how to exercise any measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of goods purchased under the Purchase Order and use of and later disposal of containers and packaging of goods shipped under the Purchase Order to CVG.

38. Notices

Notices relating to this Purchase Order must be in writing and may be delivered personally, by recognized overnight courier, or by certified first class mail, postage prepaid (each to the respective address appearing on the face of this Purchase Order). A Notice will be deemed given on the date delivered if delivered personally; 3 business days after being placed in the mail as specified above or in the custody of an overnight courier as specified above.

39. Non-Exclusivity/ No Commitment

Nothing in this Purchase Order will restrict CVG's right to contract with any third party to provide or perform, or to provide or perform on its own behalf, products or services similar or identical to the Goods provided by Supplier pursuant to this Purchase Order. Furthermore, there is no requirement that any minimum level of business or fees be provided to Supplier by CVG.

40. Headings and Captions

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

41. Survival

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Import/Customs Compliance; Drawback; Offset CVG-Supplied Materials, Tooling, Equipment and Technical Data; Price; Price: Most Favored Customer and Meet or Release; Invoicing and Payment; Set Off; Warranty; Cessation of Production; General Indemnification; Intellectual Property Indemnification; Insurance; Limitation of Liability; Lien Waivers; Confidentiality/Data Privacy and Intellectual Property; Taxes and Duties; Audit; Relationship Between the Parties/Independent Contractor; Applicable Law and Forum;; Remedies; Advertising; Waiver; and Survival.

These Terms & Conditions are subject to revisions. Revised May, 2023. The most current revision can be found at <http://www.cvgrp.com>