

## UNIQUE FABRICATING INC.

### TERMS AND CONDITIONS OF PURCHASE

These Unique Fabricating Inc. Terms and Conditions of Purchase (these “Terms”) are incorporated by reference into every purchase order issued by Unique Fabricating Inc. (“Unique”) for purchase of goods and/or services and shall be the only terms and conditions that will apply to the purchase of goods and/or services by Unique:

1. **OFFER AND ACCEPTANCE.** Each purchase order (“Order”) issued by Unique is an offer to the seller identified on the Order (“Seller”) for the purchase of goods (“Goods”) and/or services (“Services”) and incorporates and is governed exclusively by the terms on the Order and these Terms. Each Order is conditioned upon Seller’s acceptance of these Terms exclusively. The Order is deemed accepted upon Seller’s written acceptance of the Order, commencement of work under the Order, or any other conduct that recognizes the existence of a contract. Any reference in the Order to any offer or proposal made by Seller is solely to incorporate the description or specifications of Goods and/or Services in such proposal, but only to the extent that the description or specifications do not conflict with the Order. Any additional or different terms proposed by Seller are expressly rejected by Unique. Each release, schedule, work order, shipping instruction, specification and other document issued by Unique, relating to the Goods and/or Services pursuant to the Order are incorporated into the Order. Specific terms and conditions of the Order shall take priority over any inconsistent provision in these Terms. Together, the Order, any documents incorporated therein, and these Terms comprise the “Agreement.”
2. **VOLUME FORECASTS.** Unique may provide Seller with estimates or projections of its anticipated volume or quantity requirements for Goods. Seller acknowledges that any such estimates or projections are provided for informational purposes only, subject to change, and not binding on Unique. Unless otherwise stated in the Order, Unique makes no representation or commitment of any kind to Seller with respect to the quantity of Goods Unique will purchase from Seller.
3. **QUANTITIES.** If no quantity is stated on the face of the Order or if the quantity is blank or states the quantity as zero, “blanket,” “see releases,” “as scheduled,” “as directed,” “subject to Unique’s production releases,” “each,” “EA” or similar terms, then Seller will supply, and Unique will purchase, one hundred percent (100%) of Unique’s requirements for Goods (or, if multiple sourced, a specified percentage or range of Unique’s requirements as stated on the face of the Order) in such quantities as identified by Unique as firm orders in material releases, delivery schedules or other similar instructions that are transmitted to Seller during the term of the Order and Seller will supply all such Goods on such dates and times, at the price and on the other terms specified in the Order. Seller accepts the risk associated with lead-times of various raw materials and/or components if they are beyond those provided in such material releases, delivery schedules or other similar instructions.
4. **TERM.** The Agreement will commence upon Seller’s acceptance of the Order. Unless otherwise specified in the Order, the Agreement will be binding for the length of the applicable program production life, and both Unique and Seller acknowledge the risk of the vehicle program production life being cancelled or extended by Unique’s customer. If the Goods or Services are not utilized by Unique for the production of automotive parts or systems, the Agreement will be binding for one year from the date the Order is transmitted to Seller unless otherwise specified in the Order, and will automatically renew for successive one-year periods after the initial term unless Seller provides written notice at least one hundred eighty (180) days prior to the end of the current term of its desire that the Agreement not be renewed.
5. **PRICING.** The price of the Goods and/or Services is the price stated on the face of the Order. All prices are fixed and include all charges applicable to the production, sale, shipment, importation or exportation of the Goods, including, but not limited to, any costs for storage, handling, shipping,

packaging, insurance and all applicable duties and taxes (except for any applicable value added tax, which must be shown separately on Seller's invoice), and no additional charges of any type shall be added without Unique's express written consent.

6. **DELIVERY, TITLE AND RISK OF LOSS.** Deliveries shall be made in the quantities, at the location(s), on the dates and times specified in the Order or any subsequent material releases, delivery schedules or other similar instructions Unique issues under the Order. Seller acknowledges that time is of the essence, and Seller is responsible for any premium freight, expedited shipping or other costs incurred to ensure timely delivery. Seller is responsible for all costs incurred by Unique as a result of Seller's failure or delay in delivery. Unique is not obligated to accept early, late, partial or excess deliveries. Unless otherwise expressly agreed in writing, the Goods will be delivered FCA (Incoterms 2020) Seller's facility designated in the Order. Title and risk of loss will transfer to Unique upon delivery as determined in accordance with the applicable Incoterm.
7. **PACKAGING.** No charge shall be made by Seller for packaging or storage. All items shall be packaged, marked and prepared in accordance with Unique's instructions, and, in the absence of such instructions, in accordance with customary practices in the industry. Seller shall mark on containers handling and loading instructions, shipping information, order number item and account number, shipment date and names and addresses of Seller and Unique. Seller shall provide to Unique all shipping documents, including a bill of lading, itemized packing list, and any other document needed to release the Goods to Unique.
8. **PAYMENT; INVOICING.** Invoices for Goods must reference the Order number, product number, quantity of Goods in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Unique. Invoices for Services must include the name of each individual providing Services, hourly billing rates, the date(s) on which work was performed, the time expended, any subcontractor name and costs, any materials costs, and a reasonably detailed description of the Services performed and any deliverables delivered, and any other information required by Unique. Unique may withhold payment until a correct and complete invoice or other required information is received and verified by Unique. Unless otherwise expressly agreed in writing, Unique will pay undisputed invoices net sixty (60) days after receipt of a complete and correct invoice; provided, however, that Seller acknowledges that Unique has a policy of paying its suppliers weekly on Fridays, with payments by wire transfer generally posting within two (2) business days thereafter, and payments by mail arriving within five (5) days thereafter, and that payment of invoices according to this policy when invoices would otherwise be due shall not be considered a breach of this Agreement or result in any late charge, interest, or similar fee. Without prejudice to any other right or remedy it may have, Unique reserves the right to set off any amount owed by Seller to Unique against any amount owed by Unique to Seller.
9. **CHANGES.** Either party may, at any time, request changes to the drawings, specifications, design of the Goods, manufacture or assembly process (including location), scope of work, materials, sub-suppliers, packaging, testing, marking, shipping, price, quantity, time or method of delivery or shipment, or similar requirements prescribed by the Order. The other party will promptly respond to the request and indicate whether such changes require an adjustment in price or time for performance and provide substantiating documentation or information as requested. Any changes must be in writing and signed by a duly authorized representative of Unique and Seller.
10. **INSURANCE.** Seller shall, at its expense, maintain insurance for Goods in amounts acceptable to Unique at a minimum of \$5,000,000 or the equivalent in other currency, naming Unique as an additional insured and covering commercial general liability, public liability, product liability, product recall, completed operations, contractor's liability, cyber and privacy, automobile liability, worker's compensation, errors and omissions / professional liability for any Services subject to professional standards of care, and employer's liability insurance as will adequately protect Unique against such damages, liabilities, claims, losses and expenses (including attorney's fees). Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Unique.

#### **11. QUALITY; INSPECTION; NONCONFORMING GOODS AND SERVICES; AUDIT RIGHTS.**

Seller will (a) comply with the quality control standards established by Unique or Unique's customer(s); (b) participate in any supplier quality and development programs as directed by Unique; (c) meet the requirements of industry-standard Production Part Approval Processes (PPAP) as specified by Unique and Unique's customer(s), and will produce information related to PPAP upon request; and (d) . Upon reasonable advance notice, Unique may enter Seller's facility to inspect the facility, the Property (as defined in Section 19), and Seller's production processes, for the purpose of verifying Seller's performance and under the Agreement and ability to continue performing in the future, subject to Seller's reasonable inspection restrictions to protect Confidential Information and/or trade secrets not related to the Agreement. Unique's inspection of the Goods does not constitute acceptance of any Goods, work-in-process or finished goods. Unique's acceptance, inspection, or failure to inspect the Goods does not relieve Seller of any of its responsibilities or warranties nor constitutes joint fault for any breach of this Order by Seller. If nonconforming Goods are shipped to and rejected by Unique, Seller, at its sole expense, shall immediately ship conforming Goods to Unique in place of the nonconforming Goods, unless directed in writing by Unique to do otherwise. In addition to any other remedies available to Unique for nonconforming Goods and/or Services, (i) Seller agrees to authorize return of the Goods, at Seller's risk and expense at full invoice price, plus transportation charges; (ii) Unique may correct, or have corrected, at any time Goods and/or Services that fail to meet the requirements of the Agreement; and (iii) Seller will reimburse Unique for all reasonable costs and expenses that result from any rejection or correction of nonconforming Goods and/or Services, including the cost of inspection and/or sorting, whether done internally by Unique or by a third-party. Unique's payment, if any, for nonconforming Goods is not an acceptance, does not limit or impair Unique's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent or apparent defects. Seller will retain all documents, data and other records pertaining to the Goods for at least two (2) years following the date of the final payment to Seller under the Order. Seller will permit Unique (or a third party designated by Unique) to reasonably review Seller's books and records concerning compliance with the Agreement and Seller's overall financial condition.

#### **12. AUDIT, QUALITY MANAGEMENT.**

- Prior to the start of business with Unique, Supplier shall participate in a qualification audit ("Audit"). The Audit shall include an on-site review of Supplier's facilities by members of Unique's global purchasing team. If there is a determination that an unsatisfactory condition exists with respect to any matter covered by the Audit, Unique will provide written notice of the condition and, within fourteen (14) days after receipt of such notice, Supplier shall provide Unique with a written response proposing any corrective action.
- Supplier must ensure that its quality assurance system is certified to ISO 9001 or TS 16949 (for suppliers of parts or materials) or similar regulations as the request of Unique may be. Supplier may not rely on a positive outcome of an audit as a means of limiting its liability. Supplier acknowledges that Unique is TS 16949 certified and agrees to take actions reasonably requested by Unique to assist Unique in maintaining its certification. Supplier (whether TS 16949 certified or not) shall provide Unique with complete information regarding customers with whom Supplier is on "special status" (such as, but not limited to, CS1 and CS2 (CS-controlled shipment) or comparable status) and/or business hold. Where Supplier has information about a non-automotive application Supplier shall also inform Unique about other potential end-customers of Unique for which Supplier's Goods may be destined that put Supplier on business hold. Unique and its customers shall have the right during reasonable business hours and upon at least two (2) days prior written notice to inspect Supplier's facilities and to perform quality audits with respect to the Goods provided. Supplier agrees to participate in all Unique supplier quality and development programs and implement recommended outcomes.

#### **13. WARRANTY.**

- Seller warrants to Unique and Unique’s successors, assigns, customers, and end-users that the Goods and/or Services, together with all related packaging and labeling and other material furnished by Seller, will (i) be new; (ii) be free of liens, claims and encumbrances; (iii) conform to all specifications and drawings furnished by Unique; (iv) conform to all samples, descriptions, brochures, standards and manuals furnished by Seller or Unique; (v) be merchantable; (vi) be free of any defects in design (to the extent designed by Seller), material and workmanship; (vii) to the extent designed by Seller, be selected, designed, manufactured and assembled by Seller based upon Unique’s stated use and be fit and sufficient for the particular purposes intended by Unique; (viii) unless Seller notifies Unique in writing to the contrary, have a perpetual shelf-life and not deteriorate or degrade in quality under ordinary storage conditions; (ix) conform in all respects with all applicable federal, state and local laws, statutes, ordinances, orders and regulations, including, without limitation, those regarding occupational health; (x) not infringe, misappropriate or encroach upon Unique’s or any third party’s personal, contractual, proprietary, or intellectual property rights, including, without limitation, patents, trademarks, copyrights or trade secrets; (xi) be performed in a timely, professional and workmanlike manner by fully trained, equipped and competent personnel with the expertise necessary to perform the Services; (xii) free of any virus, trojan horse, worm, backdoor, time bomb, drop-dead device, or other software or hardware the effect of which is to permit unauthorized access to, disable, or otherwise harm any computer, system, software, or Unique’s right to use the Goods or Services.

**ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM OR RESTRICT ANY OF THE WARRANTIES HEREIN SHALL BE NULL AND VOID WITHOUT UNIQUE’S PRIOR WRITTEN CONSENT.**

- Unless otherwise expressly agreed in writing, the warranty period begins upon receipt of the Goods by Unique and ends upon the expiration of the applicable period for which Unique or its customer warrants to end-users the vehicle or other finished product in which the Goods are incorporated. If no such period applies, then the warranty for Goods will end sixty (60) months after receipt of the Goods. Unless otherwise expressly agreed in writing by an authorized employee of Unique, the period for each of the foregoing warranties with respect to Services will commence upon performance of the Services by Seller and end twenty-four (24) months thereafter. Notwithstanding the foregoing, if the same defect or deficiency occurs in the same part or component of fifteen percent (15%) or more of the Goods (a “**Serial Defect**”), Seller shall promptly investigate the root cause of the Serial Defect, determine the likelihood of the Serial Defect occurring in additional Goods, and provide Unique with a detailed written report addressing the issue. The warranty period will extend indefinitely for any Goods of the kind in which a Serial Defect has been found until the Serial Defect has been resolved to Unique’s reasonable satisfaction.
- Regardless of whether Unique rejects the Goods as provided in Section 11, upon Unique’s written request, in addition to Unique’s other rights and remedies, Seller shall promptly replace or correct defects of any Goods and/or Services not conforming to the warranties set forth herein and/or provided by law, without expense to Unique. In the event Seller fails to promptly correct defects in or replace nonconforming Goods and/or Services, Unique may make such corrections or replace such Goods and/or Services and charge Seller for costs of materials, labor, validation, transportation and all other costs incurred by Unique as a result of such nonconforming Goods and/or Services.
- Notwithstanding the expiration of the warranty period set forth in subsection (b) above, if Unique voluntarily or pursuant to a government mandate makes an offer to owners of such vehicles incorporating the Goods to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a “**Recall**”), Seller will be liable for costs and damages associated with the conduct of such Recall to the extent that such Recall is based upon a determination that the Goods fail to conform to the warranties set forth in these Terms.

14. **FORCE MAJEURE.** Neither Seller nor Unique shall be liable for any delays or failure to perform any obligations under an order if and to the extent that the performance of the same is partly or wholly delayed, prevented, or hindered by an event of force majeure beyond the reasonable control of the party including, but not limited to, accidents, fires, floods, natural disasters or other acts of God, acts of terrorism or war, restrictions imposed by law or any rules or regulations thereunder. The following events or occurrences will not constitute a force majeure and will not excuse performance under the Agreement: (a) Seller's inability to perform as a result, or delays caused by, Seller's insolvency or lack of financial resources; (b) the change in cost or availability of materials or components based on market conditions or supplier actions; and (c) any strike, slow-down, work stoppage or labor dispute of any nature or kind. No more than three (3) business days after the occurrence, Seller will provide written notice describing any delay or inability to perform and assuring Unique of the anticipated duration of the delay or inability to perform and the time that the delay or failure to perform will be cured. During the delay or failure to perform by Seller, Unique may at its option: (i) purchase Goods or Services from other sources and reduce its releases to Seller by such quantities; (ii) require Seller to deliver to Unique at Unique's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (iii) have Seller provide Goods from other sources in quantities and at a time requested by Unique and at the price set forth in the relevant Order. If the interruption as described above lasts longer than thirty (30) days, Unique has the right to immediately terminate all Orders without liability.
15. **CONFIDENTIALITY.** During the performance of the Agreement and for a period of three (3) years after the termination or completion of the Agreement, any and all non-public information, in whatever form transmitted, and items embodying information (including photographs, samples, prototypes) disclosed by or on behalf of Unique to Seller or to which Seller is granted access, including, without limitation, manufacturing methods, procedures, processes, technologies, know-how, trade secrets, formulas, ideas, inventions, drawings, specifications, product data, designs, software, business plans, marketing plans, business operation information, financial information, pricing information, strategies, customer lists, supplier lists, and any representations, compilations, analysis, and summaries of the foregoing ("**Confidential Information**") shall be held by Seller in strict confidence and used solely for the purpose of doing business with Unique. Seller shall restrict access to and limit disclosure of Unique's Confidential Information to only those of Seller's employees, directors, officers, and advisors with a need to know the information to accomplish the purpose of the Order, provided that they have been instructed and are bound in writing not to disclose the Confidential Information or use it for any purpose other than as permitted under the Agreement and that Seller shall at all times be fully liable to Unique for any breach of this provision by such persons and any entities. Seller shall not disclose or transfer, directly or indirectly, any of Unique's Confidential Information to any other person or entity without Unique's express prior written consent. Seller acknowledges that certain Confidential Information may be subject to U.S. export control laws and regulations implemented in the Export Administration Regulations ("**EAR**") and the International Traffic in Arms Regulations ("**ITAR**"). Seller agrees not to violate any laws or regulations implemented in the EAR and the ITAR. Notwithstanding Seller's general limited disclosure right to representatives with a need to know, Seller shall not disclose, transfer, or export any Confidential Information to any foreign persons or entities, whether or not related to or affiliated with Seller, without first receiving Unique's express written consent.
16. **INTELLECTUAL PROPERTY.** Unique does not transfer or license to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (collectively "**Intellectual Property Rights**") of Unique in any form, including in connection with information, documents, or property that Unique makes available to Seller, other than the limited right to use Unique's Intellectual Property Rights to produce and supply Goods and/or Services to Unique. Other than the foregoing limited and revocable right to use Unique's Intellectual Property Rights, Seller shall have no right, title, or ownership in or license to any of Unique's Intellectual Property Rights. Seller

agrees that: (a) Unique and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Goods delivered under the Agreement without payment of any royalty or other compensation to Seller; (b) Goods and/or Services based, in whole or in part, on any designs, drawings or specifications developed by any party in connection with the Agreement may not be used for Seller's own use or sold to third parties without Unique's express written consent; (c) Seller shall assign to Unique each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or working under the direction of Seller, in the performance of the Agreement; (d) Seller shall promptly disclose in an acceptable form to Unique all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Unique to obtain title to and to file applications for patents throughout the world; and (e) to the extent that the Agreement involves the creation of copyrightable works, such works will be considered "works made for hire," and to the extent that the works do not qualify as such, Seller shall assign to Unique upon delivery thereof all right, title and interest in all copyrights and moral rights therein (including any source code). Except as expressly agreed by Unique in a signed writing, all Goods and/or Services or other deliverables provided under the Order, and all Intellectual Property Rights acquired or developed by either Seller or Unique in connection with the Goods and/or Services or in connection with the Agreement, are owned exclusively by Unique. Additionally, Seller hereby grants and Unique hereby accepts a non-exclusive, irrevocable, worldwide, paid-up, royalty-free license, including the right to sublicense others in connection with providing the Goods and/or Services to Unique or its customers, to use all of Seller's Intellectual Property Rights embodied in or related to the Goods and/or Services, to the extent necessary for Unique to obtain from alternate sources products and services similar to the Goods and/or Services for the balance of the term of the Agreement at the termination effective date. There will be no fee for this license if (i) Unique terminates the Order for Seller's default, or (ii) Seller terminates the Agreement other than for Unique's default. Otherwise, the parties shall agree upon a reasonable industry-standard fee for use of Seller's Intellectual Property Rights. Seller will ensure that the terms of its contracts with its subcontractors and employees are consistent with the content of this Section. At no additional cost, Seller will grant Unique a license to use any Intellectual Property Right owned by Seller that is necessary or incident to the reasonably intended use or application of the Goods and/or Services.

17. **TERMINATION FOR CAUSE.** Unique is entitled to immediately terminate all or any part of the Agreement, on notice and without liability to Seller, if Seller: (a) repudiates, breaches, fails to perform, or threatens not to perform any of the terms of the Agreement and, if it can be cured, fails to cure the breach or non-performance within ten (10) days after receipt of written notice from Unique specifying the failure; (b) admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller and are not dismissed within thirty (30) days after commencement; (c) sells, or offers to sell, a substantial portion of its assets used for the production of Goods or performance of Services, or sells or exchanges, or offers to sell or exchange, an amount of its stock or other equity interests that would result in a change in control of Seller, in each case without Unique's prior written consent; (d) requests a financial accommodation in order to meet its obligations under the Agreement; (e) fails to remain competitive with respect to quality, technology, delivery and pricing of the Goods or Services, after being given notice of a more competitive supplier and reasonable opportunity to match or exceed such competitive offer; or (f) when reasonable grounds arise as to Seller's ability to perform, fails to provide adequate assurance of performance under the Agreement within three (3) business days after written demand by Unique.

18. **TERMINATION FOR CONVENIENCE.**

- Unique may, at any time with or without cause, terminate all or any part of the Agreement by giving no fewer than thirty (30) days' advance written notice to Seller.

- Upon receipt of notice of termination, and unless otherwise directed by Unique, Seller will (i) terminate promptly all work under this Order; (ii) transfer title and deliver to Unique the finished Goods, the work in process, and the parts and materials that Seller produced or acquired in accordance with the terms and conditions of the Agreement and which Seller cannot use in producing goods for itself or for others; (iii) verify and settle any claims by subcontractors for actual costs made unrecoverable by the termination and ensure the recovery of materials in subcontractor's possession; (iv) take actions reasonably necessary to protect property in Seller's possession in which Unique has an interest until disposal instruction from Unique has been received; and (v) upon Unique's reasonable request, cooperate with Unique in transferring the production of the Goods to a different supplier.
- Upon termination by Unique under this Section, Unique's obligation to Seller will be limited solely to the following: (i) the Order price for all finished Goods that conform to the requirements of this Order and were not previously paid for; and (ii) Seller's reasonable actual cost of work-in-process and parts and materials transferred to Unique in accordance with subsection (b)(ii) above. Notwithstanding anything to the contrary, Unique shall have no obligation for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts that exceed those authorized in the material releases, delivery schedules or other instructions, and general administrative burden charges from termination of this Order, unless otherwise expressly agreed to on the face of the purchase order or in a document incorporated into the Order. Unique's obligation upon termination under this Section shall not exceed the obligation Unique would have had to Seller in the absence of termination.
- Seller will furnish to Unique, within thirty (30) days after the date of termination (or such shorter period as may be required by Unique's Customer), its termination claim, which shall consist exclusively of the items of Unique's obligation to Seller that are listed in subsection (c) above. Unique may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.
- Unique will not have any obligation to make payments to Seller under this Section if Unique terminates Unique's obligations under the Order because of a default or breach by Seller.

19. **INDEMNIFICATION.** To the fullest extent permitted by law, Seller expressly agrees to indemnify, hold harmless and defend Unique and its affiliates, and each of their customers, officers, directors, shareholders, employees, agents, successors and assigns ("**Indemnitees**") from and against any and all claims, liabilities, lawsuits, losses, costs, expenses, damages, judgments, penalties, and liabilities of any kind (including reasonable attorneys' fees) which arise out of or result from (a) Seller's breach of, or failure or delay to perform its obligations under, the Agreement; (b) any negligent or more culpable act or omission of Seller or its directors, officers, employees, agents, or sub-suppliers; or (c) any bodily injury, death, or property damage caused by the Goods and/or Services.

20. **PROPERTY.**

- Unique or, if applicable, Unique's customer will own materials, tools, dies, special dies, patterns, jigs, gauges, fixtures, drawings, designs, samples, tooling aids, molds and/or any other property (collectively, "**Property**") for which Unique has paid or has agreed to pay, has furnished directly or indirectly, and/or has made available to Seller for use by Seller to perform its obligations under the Order (collectively "**Unique's Property**"). Seller shall hold Unique's Property on a bailment basis and bears the risk of loss of, theft and damage to Unique's Property. Unique's Property shall (i) be used exclusively by Seller for performance of its obligations under the Agreement and for the benefit of Unique; (ii) be and remain conspicuously marked by Seller as the property of Unique or its customer, (iii) not be commingled with

the property of Seller or with that of a third person, (iv) be removed only upon Unique's instructions, unless such removal is for normal repair and maintenance, in which case Seller shall provide prior notice to Unique of the date, expected duration, maintenance to be completed and location of such intended removal; (v) be held at Seller's risk and insured at its expense in a replacement cost amount with loss payable to Unique (evidence of insurance to be furnished upon request); (vi) be maintained at Seller's expense, in good condition capable of producing Goods that meet the applicable specifications, and (vii) not be modified without Unique's written consent. All replacement parts, additions, improvements, and accessories to Unique's Property will become part of Unique's Property immediately upon attachment to or incorporation into Unique's Property, unless they can be removed without damaging Unique's Property. Seller grants to Unique a purchase money security interest in Unique's Property, and any portion thereof, as well as in any work-in-process, raw materials, drawings and other items dedicated to constructing any Unique's Property and agrees to perform any act and execute any document reasonably necessary to perfect Unique's security interest in Unique's Property.

- Seller acknowledges and agrees that (i) Unique is not the manufacturer of Unique's Property nor the manufacturer's agent nor a dealer thereof, (ii) Unique is bailing Unique's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Unique's Property is suitable and fit for its purposes, and (iv) UNIQUE HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF UNIQUE'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND TO THE EXTENT PERMITTED BY LAW, UNIQUE SHALL HAVE NO LIABILITY TO SELLER OR ANYONE CLAIMING BY OR THROUGH SELLER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR CAUSED BY UNIQUE'S PROPERTY.
- Seller will immediately release to Unique upon request, and Unique may, at any time with or without reason and without payment of any kind, retake possession of Unique's Property. Seller will release the requested Unique's Property (i) FCA loaded (Incoterms 2020) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Unique or (ii) to any location Unique designates, in which event Unique will pay Seller the reasonable costs of delivering Unique's Property to the location Unique designates. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Unique's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert, any claims of ownership to or any other interest in Unique's Property. Seller will be responsible for replacing or repairing, in Unique's sole discretion, Unique's Property if it is stolen, damaged or destroyed regardless of cause or fault. Seller waives any lien or other rights that Seller might otherwise have with respect to Unique's Property.
- Seller will own all Property needed to perform the Agreement that is not Unique's Property ("**Seller's Property**"). Seller will, at its expense, furnish, maintain in good condition, and replace when necessary Seller's Property. While an Order for Goods remains in effect, Seller will not sell, destroy, or otherwise dispose of Seller's Property without Unique's prior written consent, and Unique may purchase Seller's Property used exclusively to produce the Goods, at a purchase price equal to Seller's unamortized acquisition cost or the fair market value, whichever is less.

21. **REMEDIES AND UNIQUE'S LIMITED LIABILITY.** The rights and remedies reserved to Unique in each Order will be cumulative with and in addition to all other or legal or equitable remedies. Seller will reimburse Unique for any indirect, direct, incidental, consequential or other damages (including lost profits) caused or incurred as a result of Seller's breach or by nonconforming Goods and/or Services, including without limitation costs, expenses and losses incurred directly or indirectly by Unique and/or its customer(s): (a) in inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Goods and/or Services; (b) resulting from production interruptions; (c) conducting Recalls, customer field service actions or other corrective service actions; or (d) resulting from personal injury (including death) or property damage caused by the nonconforming Goods and/or Services. Unique's damages



include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Unique and other costs associated with Unique's administrative time, labor and materials. In any action brought by Unique to enforce Seller's obligations in connection with the production or timely delivery of Goods or transition of supply, or for possession of Unique's Property, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of the Order and that, in addition to all other rights and remedies that Unique may have, Unique shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach without posting of a bond, plus Unique's reasonable attorneys' fees incurred in seeking such relief.

**UNIQUE SHALL NOT BE LIABLE TO SELLER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR MARKET SHARE OR DAMAGE TO BRAND VALUE), INCIDENTAL, PUNITIVE, AND EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE, WHICH ARE EXPRESSLY EXCLUDED UNDER THESE TERMS AND CONDITIONS TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

22. **ASSIGNMENT.** Neither party may assign, delegate or subcontract the Agreement or any rights or duties under the Agreement, in whole or in part, without the other party's prior written consent; provided, that Unique may assign all or any part of the Agreement (a) to any person or entity controlling, controlled by, or under common control with Unique, or (b) to any person or entity in connection with a sale of all or substantially all of Unique's assets or other transaction or series of transactions resulting in a change of control. Any attempted assignment or subcontracting without such consent shall be ineffective and will not relieve Seller of its duties or obligations under this Agreement. The Agreement is binding upon and inures to the benefit of the each party and its respective successors and permitted assigns.
23. **TRANSITION SUPPORT.** In connection with the expiration or termination of the Agreement by either party, in whole or part, for any reason, Seller will cooperate in the transition of supply to an alternate supplier, including the following, which will collectively be referred to as "**Transition Support**":
- Seller will continue production and delivery of all Goods and Services as ordered by Unique, at the prices, and other terms stated in the Order, without premium or other condition, during the entire period reasonably needed by Unique to complete the transition to the alternate supplier(s), including, at Unique's request, providing a sufficient inventory bank of Goods covered by the Order, such that Seller's action or inaction causes no interruption in Unique's ability to obtain Goods and/or Services as needed.
  - At no cost to Unique, Seller will promptly provide all requested information and documentation regarding, and access to, Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Goods and components.
  - Seller will, subject to Seller's reasonable capacity constraints, provide special overtime production of Goods and Services, storage and/or management of extra inventory of Goods, extraordinary packaging and transportation and other special services as expressly requested by Unique in writing.
  - Seller will, upon request by Unique, promptly return to Unique all Unique's Property and/or Unique's customer's property in the same condition as when it was originally received by Seller.
  - If the transition occurs for reasons other than Unique's termination of Seller for Seller's breach, Unique will, at the end of the transition period, pay the reasonable, actual cost of the assistance under this Section provided that Seller has advised Unique in writing prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Unique will pay the agreed portion to Seller, and Seller will accept the agreed portion without prejudice to Seller's right to seek to recover any disputed amounts.

24. **SERVICE AND REPLACEMENT PARTS.** During the term of the Agreement and for seven (7) years after Unique's last purchase of the Goods for current model production (unless a different period is agreed in writing by the parties), Seller will sell Goods to Unique's to fulfill Unique's service and replacement parts requirements. Unless otherwise agreed in writing, the price(s) for Goods during the first three (3) years of the 7-year period will be the price(s) set forth in the Order plus any actual cost differential for special packaging. For the remainder of this period, the price(s) will be based on the most recent price(s) under the Agreement, taking into account actual, documented differences in the cost of materials, packaging, and costs of production after any of Unique's current model purchases have been completed, as mutually and reasonably agreed by the parties. At Unique's request, Seller will make service literature and other materials available at no additional charge to support Unique's service part sales activities. Unless otherwise expressly agreed in writing by an authorized representative of Unique or Unique removes tooling from Seller necessary for the production of service parts, Seller's obligations under this Section shall survive termination or expiration of the Agreement for any reason.
25. **RELATIONSHIP OF PARTIES.** Unique and Seller are independent contractors, and nothing in the Agreement makes either party the employee, agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Unique is not responsible for any obligation with respect to the employees, agents or legal representatives of Seller or its contractors.
26. **SEVERABILITY; NO IMPLIED WAIVER.** The failure of either party at any time to enforce any right or remedy provided in the Agreement or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. If one or more provisions of the Agreement should be or become invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect, and the parties shall substitute the invalid or unenforceable provision with a valid provision that as closely as possible achieves the same business purpose as the invalid or unenforceable provision.
27. **COMPLIANCE WITH LAWS.** Seller, Seller's sub-suppliers, and any Goods and/or Services provided by Seller shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the jurisdiction(s) where the Goods are manufactured or the Services performed, including, without limitation: (a) laws applicable to the manufacture, labeling, sale, transport, import, export, licensing, approval or certification of the Goods; (b) laws related to competition, corporate governance, taxation, financial disclosure, environmental matters, hiring, ages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety; and (c) the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). Seller will provide Unique with material safety data sheets regarding the Goods and, upon Unique's request, will provide Unique with other information reasonably required in order to comply with applicable laws.
28. **DATA SECURITY.** Seller shall maintain the appropriate security safeguards reasonably necessary to prevent unauthorized access to, use, or disclosure of Confidential Information ("**Data Breach**"). Seller shall transmit and store all Confidential Information in encrypted form using a commercially supported encryption solution. If Seller becomes aware of a Data Breach, Supplier shall promptly, and at its own expense: (a) notify Unique of the Data Breach; (b) investigate (with Unique participation if so desired by Unique) the Data Breach; (c) perform a root cause analysis and prepare a corrective action plan; (d) provide written reports of its findings and proposed corrective action plan to Unique for its review and approval; and (d) upon Unique's approval, implement the corrective action plan and, to the extent the Data Breach is within Supplier's or its subcontractor's or affiliate's areas of control, remediate the Data Breach and take commercially reasonable actions to prevent its recurrence; (e) cooperate with any of Unique's own investigation, analysis, notification and mitigation activities; (f) indemnify Unique for all costs it incurs in connection with any of the foregoing.
29. **APPLICABLE LAW/JURISDICTION.** The Agreement and all related matters shall be governed by the laws of the State of Michigan. The Parties consent to the exclusive jurisdiction of the state and

federal courts sitting in the State of Michigan. The prevailing party shall pay the other party's reasonable attorney fees actually incurred in enforcing the Agreement.

30. **ENTIRE AGREEMENT.** The Order(s), any attachments, exhibits or supplements incorporated therein, and these Terms contain the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified or otherwise supplemented unless any such amendment, modification, or supplementation is done so in writing and is signed by both authorized representatives of both parties hereto; provided, however, that Unique may modify these Terms with respect to future Orders at any time by notifying Seller in writing or by posting revised Terms to its website at <https://www.uniquefab.com>.

## UNIQUE FABRICATING INC.

### ADDITIONAL TERMS FOR SUPPLIERS OUTSIDE OF THE UNITED STATES

This Rider for Suppliers Outside of the United States (this "**Rider**") is incorporated into the Unique Fabricating Inc. Terms and Conditions of Purchase (the "**Terms**") that govern the purchase and sale of Goods and/or Services between Unique and Seller. Any capitalized terms used but not otherwise defined in this Rider shall have the meanings given to them in the Terms.

1. **ORDER OF PRECEDENCE.** To the extent that there is any conflict or inconsistency between the terms of this Rider and the terms of the Agreement, this Rider shall control.
2. **AUTHORITY.** To the extent required by the laws of the applicable jurisdiction, Seller has (a) caused its corporate seal to be affixed to this Rider and to the Agreement; and (b) attached to this Rider any documents necessary under the laws of the applicable jurisdiction evidencing authority to act on Seller's behalf.
3. **COMPLIANCE WITH LAWS.** For the avoidance of doubt, and without limiting the obligations of Section 26 of the Terms, Seller represents, warrants and covenants, as follows:

(1) Seller is in compliance, and for the term of the Agreement shall comply, with all laws administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury or any other governmental entity imposing economic sanctions and trade embargoes against designated countries, entities, and persons. Seller is not, and has never been, subject to any such economic sanctions or trade embargoes.

(2) Seller is in compliance, and for the term of the Agreement shall comply with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. § 78 *et seq.* Seller has not, and for the term of the Agreement shall not, directly or indirectly, offered, paid, given, or promised to pay or give anything of value to any Restricted Person (as defined below) for the purpose of influencing any act, omission or decision of such Restricted Person in his or her official capacity in order to assist Seller in obtaining or retaining business with any person. "**Restricted Person**" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of such government or organization. None of Seller's officers, directors, shareholders, employees or agents is a Restricted Person.

1. **CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (CTPAT).** Seller represents and warrants that it has developed and implemented supply chain security practices and procedures that meet the minimum security criteria for foreign manufacturers that U.S. Customs and Border Protection (CBP) has established as part of its CTPAT program. If Seller is a member of CTPAT, it shall provide the following documentation to Unique a CTPAT certificate issued by CBP and a Status Verification Interface (SVI) number assigned by CBP. If Seller is not a member of CTPAT but is a member of an equivalent security program accredited by the World Customs Organization (WCO) that is administered

by a foreign customs authority, Seller shall provide Unique with a certificate of such membership from the customs authority in such foreign jurisdiction. Unique may, at its discretion, issue a questionnaire to Seller regarding Seller's current supply chain security procedures. Seller shall complete the questionnaire and return the completed questionnaire to Unique within thirty (30) days. Seller shall provide Unique with an updated questionnaire response within thirty (30) days of Seller's implementation of any changes to its supply chain security procedures. Seller shall continue to maintain supply chain security practices and procedures that meet the CTPAT minimum security criteria that CBP has established for foreign manufacturers. Seller shall promptly notify Unique of any loss of membership or reduction in benefits under CTPAT or an equivalent WCO-accredited program, as applicable, as well as any security breaches or lapses that may threaten such membership or benefits. Seller shall verify that its supply chain business partners are members of either CTPAT or an equivalent WCO-accredited program, or, if not a member of such a program, have documented security procedures in place that comply with the security criteria of CTPAT.

2. **APPLICABLE LAW.** Without limiting the provisions of Section 28 of the Terms, and for the avoidance of doubt, the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded.