

## AIRBOSS FLEXIBLE PRODUCTS ("Buyer") - GENERAL TERMS AND CONDITIONS OF PURCHASE

### **1. Scope and Acceptance.**

(a) These General Terms and Conditions of Purchase (the "Terms") apply to all purchase orders and amendments thereto (collectively referred to as an "Order") issued by the Buyer. All goods and services (whether or not ancillary to a sale of goods) to be provided under an Order are included in the term "Goods".

(b) Seller will be deemed to have accepted an Order as issued (i) if Seller does not object in writing to the Buyer within 7 days following receipt of the Order, (ii) if Seller acknowledges, whether orally, in writing or electronically, its acceptance of the Order, or (iii) if Seller begins performance of the Order.

(c) Upon acceptance, the Order, together with these Terms, the Supplier Requirements Manual as in effect at such time, if applicable, and any other documents specifically incorporated in such Order or separately agreed to in writing, such as specifications, drawings, requirements of Buyer's customer, or quality requirements, will become a binding contract between Buyer and Seller (collectively, the "Contract").

(d) Buyer hereby provides its notice of objection to any terms stated by Seller which are additional to or different from those contained in these Terms or in an Order. Any additional or different terms contained in any quotation, proposal, order confirmation, or other Seller document, or a rejection of these Terms or an Order, shall not be binding upon Buyer unless specifically accepted in writing by Buyer. Specific terms and conditions on the Order and the other documents comprising the Contract will take priority over any inconsistent provision in these Terms.

### **2. Prices.**

All prices shall be DDP (place of delivery) unless otherwise agreed to in writing. The prices contained in an Order shall be complete, and no additional charges of any type shall be added without Buyer's express prior written consent, including but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Seller covenants to Buyer that the prices charged to Buyer are the same or lower than all prices charged to others for the Goods or similar goods during the 12 months prior to delivery.

### **3. Blanket Order.**

An Order which is identified as a Blanket Order or which contains multiple delivery dates over a period of time shall be considered a "Blanket Order". The parties acknowledge that the quantities specified and delivery dates listed are estimated quantities and delivery dates and that the purchase of the Goods specified is expressly contingent upon the issuance of a written instruction of release ("Release") by Buyer identifying the Goods to be purchased and providing delivery directions. When an Order is identified as a Blanket Order or deliveries are otherwise specified to be in accordance with Buyer's written Releases, Seller shall not fabricate or assemble any Goods nor procure required materials nor ship any Goods except to the extent authorized by such written Releases or an Order specifying fabrication and delivery quantities. Forecasts are not Releases and may not be relied upon by Seller. Buyer may return over-shipments at Seller's expense for handling and transportation costs. For the purposes of the interpretation of the Terms, "Releases" shall be deemed to be included in the term "Order".

### **4. Changes.**

Buyer may, at any time or from time to time, make changes in quantities, drawings, specifications, testing or quality control, packing, shipment, scope of work and other terms of an Order. Any such change shall be binding only if made in a writing signed by Buyer. Any difference in price or time for performance necessarily resulting from such changes shall be adjusted equitably and an amendment to the Order or delivery schedule shall be provided in writing, provided Seller makes demand for such adjustments and delivers all supporting documentation within 10 days of receipt of Buyer's change. Time is of the essence for such demand. No adjustments shall be made for any change unless in writing and signed by Buyer. Seller may not substitute materials or change the specifications of the Goods in any way without Buyer's prior written authorization.

### **5. Delivery.**

(a) Incoterms referenced in the Order refer to Incoterms 2010.

(b) Time is of the essence. Delivery of Goods shall be on the date indicated in the Order or as otherwise as requested by Buyer. All purchased material shall require a 100% on-time delivery performance. If delivery is "A.S.A.P." with a date indicated therewith, delivery must be on or before that date. Seller is responsible to obtain all production part approval process approvals at its cost prior to any payment or delivery. If an Order is a Blanket Order, deliveries are to be made only in quantities and at times specified in the delivery schedule in an Order or by Buyer in a Release. Buyer shall have no liability for payment of Goods delivered to Buyer which are in excess of quantities specified in an Order or Releases. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments. If the Goods are not ready for delivery in time to meet the Buyer's delivery schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation.

(c) All Goods shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof. Packing slips identifying the Order number, Release number and part number must accompany each shipment.

### **6. Payment.**

Payment terms are as set forth in the Order. If the payment date is not specified in the Order, the payment term is Net 60 per the Order's Incoterms.

### **7. Risk of Loss and Title to Goods.**

Title will pass to Buyer at the time that risk of loss or damage to the Goods passes to the Buyer in accordance with the Incoterms specified in the Order. If risk of loss is assumed by Buyer in writing, all risk casualty insurance for the full value of the Goods must be provided by the Seller for the benefit of Buyer. The cost of any insurance must be paid by the Seller unless otherwise agreed to in writing by Buyer. Under no condition will the risk of loss be that of Buyer unless such insurance is provided.

### **8. Samples and Specifications.**

Seller, at its expense, shall fabricate from production tooling and processes and furnish to Buyer the number of samples specified on the face of the Order, or if none is specified, a reasonable number of samples. Seller shall inspect such samples before delivery and shall certify inspection results in the manner requested by Buyer.

### **9. Electronic Data Interchange.**

Seller shall, at Buyer's request, connect to Buyer's electronic data interchange ("EDI") system and/or its web portal. All transactions initiated under EDI shall be governed by the terms contained in Buyer's transmissions, except that standard terms and conditions which may be a part of Buyer's EDI system shall be supplemented by the Terms. A transmission shall be deemed to be signed if it contains the name of the individual employee sending the transmission.

### **10. Quality and Inspection.**

(a) All Goods shall be received subject to right of inspection and rejection by Buyer and its customers. Buyer and its customers shall have a reasonable time, but not more than 90 days after delivery, to inspect delivered Goods prior to accepting the Goods. Non-conforming and defective Goods will be held for Seller's instructions at Seller's risk and expense subject to Buyer's other remedies. Goods returned as defective or nonconforming shall not be returned to Buyer without Buyer's approval. Payment for the Goods shall not constitute an acceptance. Buyer may rely on Seller's obligations and is not obligated to inspect goods prior to assembly or use. Acceptance of Goods shall release Seller from its responsibility for non-conforming or defective Goods.

(b) Seller shall provide adequate and safe facilities for inspections requested by Buyer and its customer at Seller's facilities. Seller shall provide and maintain an inspection and process control system acceptable to Buyer and its customer covering the Goods. Records of all inspection work by Seller shall be kept complete and available to Buyer and its customer during the performance of an Order and for such longer periods as may be specified in an Order, but not less than three years after delivery of the Goods to Buyer.

(c) Seller will comply with Buyer's production part approval process ("PPAP"). Seller may not make any changes to the manufacturing location, raw materials or other processes or goods that have received PPAP approval. If the Seller makes any such changes, the Seller shall be subject to re-obtaining PPAP approval from Buyer.

### **11. Non-Conforming Goods.**

If any of the Goods ordered are found at any time to be defective in design, material or workmanship, or otherwise not in conformity with the requirements of an Order, Buyer, in addition to such other rights, remedies and choices as it may have under an Order or by law, at its option and sole discretion may: (i) reject and return such Goods at Seller's expense; (ii) require Seller to inspect the Goods and remove and replace nonconforming Goods with Goods that conform to an Order; or (iii) require Seller to provide a written description of corrective action taken to assure future compliance. If Buyer elects option (ii) above and Seller fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option and Seller's cost, inspect, repair and replace the Goods.

### **12. Marking.**

Markings shall be in English, bar code, and such other form as requested by Buyer. Seller shall mark each package with the Order number. Packing slips identifying the Order number, Release number and part number must accompany each shipment.

### **13. Confidential Information.**

(a) Seller shall keep confidential any technical, process or commercial information derived from drawings, specifications and other data furnished by Buyer and shall not use or divulge, directly or indirectly, such information for the benefit of any other party without obtaining Buyer's prior written consent. Upon completion or termination of an Order, Seller shall promptly return to Buyer all materials incorporating any such information and any copies thereof.

(b) Any information which the Seller has disclosed or may disclose to Buyer, which relates to the Goods, is acquired by Buyer free from any restrictions or claims (other than for patent infringement).

### **14. Patents, Trademarks and Copyrights.**

Seller shall defend and indemnify Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of any domestic or foreign patent, copyright or other property right by reason of the use or sale of the Goods. Seller grants to Buyer, its subsidiaries and affiliates an irrevocable, assignable, paid-up worldwide license under each copyright of Seller that is applicable to any intellectual property whatsoever furnished to Buyer in connection with the Goods. Title to any developments made by Seller while in performance of an Order which enhance or improve the Goods or Seller's products shall belong to Buyer unless agreed upon in writing by both parties.

### **15. Service and Replacement Parts.**

Seller shall sell to Buyer Goods as ordered by Buyer for production and replacement parts at the price(s) set forth in the Order during the 15 year period after Buyer completes current model purchases. The price(s) during the first five (5) years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price for the products will be as reasonably agreed to by the parties.

### **16. Warranty.**

(a) Seller warrants to Buyer and its customer that all Goods shall be: (i) merchantable; (ii) free from all defects in design, workmanship and materials; (iii) fit for the particular purposes for which they are purchased; (iv) in strict compliance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer; and (v) provided with due care. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgement or otherwise, in accepting or performing an Order, shall be ineffective.

(b) Seller warrants its performance of an Order shall comply with those sections of ISO-9001 and preferably TS16949 and other industry quality standards applicable to the obligations of Seller, and Seller is certified or shall become certified under such standards.

(c) The period for warranty will commence upon delivery of the Goods to the Buyer and, except as expressly agreed in writing by an authorized employee of Buyer, end 48 months following the date the vehicle or other finished product on which the Goods are installed is first sold and delivered or otherwise utilized for consumer or commercial purposes, provided, however, that if Buyer offers and provides a longer warranty to its customers with respect to any such Goods, then such longer warranty period will apply to the Goods.

(d) If any Goods are reasonably determined by Buyer to fail to conform to the warranties set forth in the Order, Seller shall reimburse Buyer for all reasonable losses, costs and damages caused by such nonconforming Goods. Notwithstanding the expiration of the warranty period set forth in these Terms, if Buyer or the manufacturer of the vehicles on which the Goods are installed, voluntarily or pursuant to a government mandate, makes an offer to owners of such vehicles 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 laws, safety standard or guideline, 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 reasonable determination that the Goods fail to conform to the warranties set forth in these Terms.

### **17. Liability, Indemnity, and Insurance.**

(a) Seller shall indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property arising out of the performance of an Order by Seller, its servants, employees, contractors, agents, or representatives. Seller shall furnish an insurance certificate showing that Seller has statutory workers compensation insurance and liability insurance, including automobile and completed operations, for injury and damage. Liability coverage shall include completed products and operations coverage. The certificate must certify that the required insurance has not been canceled or materially changed until 30 days after written notice to the Buyer.

(b) If Seller's work under an Order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, and except to the extent that any such injury or damage is due solely and directly to Buyer's negligence, as the case may be, shall defend and indemnify Buyer against any claim which may result in any way from any act or omission of Seller, its agents, or subcontractors.

(c) Seller shall indemnify Buyer for any and all liabilities, claims, demands, losses, costs, damages and expenses of any kind and nature (including personal injury, property damage, consequential and special damages) arising or incurred as a result of or in connection with the condition, labeling, engineering, use, sale, storage, design or safety of the Goods whether or not incorporated in another product, if the damages claimed were not caused solely by negligence of Buyer. The Seller waives the application of the doctrine of comparative negligence.

### **18. Termination for Convenience.**

Buyer may, upon 10 days prior written notice to Seller, terminate all or any part of an Order or Release for Buyer's convenience, at any time and for any or no reason, by giving such written notice to Seller. Upon such termination, Buyer shall pay to Seller in full satisfaction of any claim the following amounts without duplication: (i) an Order price for all custom manufactured Goods which have been completed in accordance with an Order or Release not previously paid; and (ii) Seller's direct costs of work in process and raw materials incurred in furnishing the custom Goods to the extent such costs are reasonable in amount; less the reasonable value or cost (whichever is higher) of any Goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Goods or materials. Buyer shall not pay for finished Goods, work in process or raw materials fabricated or processed in excess of those in Releases (if Releases are used in performance of an Order), for undelivered Goods which are Seller's standard stock or which are readily marketable, or which are not promptly delivered to Buyer after request. Buyer shall not pay for lost profit, unabsorbed overhead, interest, development and engineering costs, facilities and equipment, rearrangement cost or rental, unamortized depreciation, general administrative burden or any other consequential costs or losses. Within 60 days after termination, Seller shall provide Buyer with an invoice for all final amounts owed which invoice shall be accompanied by sufficient supporting data to permit Buyer's audit and Seller shall promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agent shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any claim, or Seller's claim is deemed waived.

### **19. Termination for Cause, Default and Remedies.**

(a) Purchaser may terminate all or any part of the Contract without any liability to Seller or obligation to purchase raw materials, work-in-process or finished goods in any of the following events: (a) Seller repudiates, breaches, or threatens to breach any of the terms of the Contract, including Seller's warranties, (b) Seller fails to perform or threatens not to perform services or deliver Goods in accordance with the Contract, (c) Seller fails to assure timely and proper completion of services or delivery of Goods, (d) insolvency or financial difficulties of Seller as determined by Purchaser or a third-party audit, (e) filing of a voluntary petition in bankruptcy by Seller, (f) filing of any involuntary petition in bankruptcy against Seller, (g) appointment of a receiver or trustee for Seller, (h) execution of an assignment for the benefit of creditors by Seller, (i) any accommodation by Purchaser, financial or otherwise, not contemplated by the Contract, that are necessary for Seller to meet its obligations under the Contract, or (j) there occurs a Change of Control in the Seller. "Change of Control" means any sale or exchange of a sufficient number of securities, including as a result of a merger, amalgamation, consolidation, take-over bid or otherwise, of Seller or of any affiliate that controls Seller, to elect a majority of the board of directors or similar governing body of Seller or effect a change in management of Seller. Seller shall notify Buyer in writing within ten (10) days of any change of control of Seller.

(b) Upon the occurrence of an event identified in Section 19(a), Buyer may by written notice to Seller (1) terminate the whole or any part of an Order, and (2) procure alternative goods or services upon such terms as it shall deem appropriate. Seller shall continue performance of an Order to the extent not terminated and shall be liable to Buyer for any excess costs for such similar supplies or services and other direct, incidental, and consequential damages. As an alternative remedy, and in lieu of termination, Buyer, at its sole discretion, may elect (i) to extend the delivery schedule and/or (ii) to waive other deficiencies in Seller's performance in which case an equitable reduction in an Order price shall be established by Buyer to compensate Buyer for its damages. If Seller anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of an Order, Seller shall promptly notify Buyer in writing. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under an Order. Time is of the essence as to Seller's performance.

(c) Buyer may set-off against amounts payable to Seller any indebtedness or claim which Buyer or its affiliates may have against Seller or its affiliates.

### **20. Transition of Supply**

Upon the expiration, cancellation, or termination of the Contract, in whole or in part, by either party, if requested by Buyer, Seller will fully cooperate and assist in the transfer and transition of the supply of Goods to an alternative Seller identified by Buyer.

### **21. Property Furnished by Buyer and Its Customers.**

Unless otherwise agreed in writing, all tooling, equipment or material of every description furnished to Seller by Buyer or its customer(s) or paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto ("Furnished Property"), shall be and remain the personal property of Buyer or its customer and held in trust for the benefit of Buyer or its customer, as applicable. Furnished Property shall be plainly marked or otherwise adequately identified by Seller as the property of Buyer or its customer and shall be safely stored separate and apart from Seller's property. Buyer may enter Seller's premises and inspect Furnished Property and all related records during normal business hours. Seller shall not substitute any of its own property for Buyer's or Buyer's customer's property and shall not use Furnished Property except in filling an Order. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer or its customer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare Furnished Property for shipment and shall redeliver it to Buyer or its customer in the same condition as

originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. Seller waives any right to retain possession of Furnished Property to secure payment of amounts owed or for any other reason, and Buyer shall be entitled to a court order for possession.

### **22. Seller's Tooling.**

Seller, at its own expense, shall furnish, keep in good condition, and replace when necessary all tooling, jigs, dies, gages, fixtures, molds, and patterns ("Seller's Tooling") throughout the term of the Order and for a period of 15 years after production. The cost of changes to Seller's Tooling necessary to make design changes and specification changes authorized by Buyer in writing shall be paid for by Buyer. Buyer may inspect Seller's Tooling and production facilities during normal working hours upon reasonable notice to Seller. Seller shall insure Seller's Tooling with full fire and extended coverage insurance for the replacement thereof. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Tooling that is special for the production of Goods upon payment to Seller of the book value thereof less any amounts the Buyer has previously paid to Seller for the cost of Seller's Tooling; provided, however, that this option shall not apply if Seller's Tooling is used to produce products that are standard stock of Seller. Seller grants Buyer a security interest in Seller's Tooling to secure Buyer's rights in Seller's Tooling.

### **23. Audit Rights**

Buyer, at its expense, shall have the right to audit and review all relevant books, records, income statements, balance sheets, cash flow statements, payroll data, receipts and other related supporting data, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to (i) substantiate any charges and other matters under the Contract and (ii) assess Seller's ongoing ability to perform its obligations under an Order or Blanket Order. Seller will maintain and preserve all such documents for a period of six (6) years following final payment under the Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits by Buyer.

### **24. Compliance With Laws.**

(a) Seller's performance of its obligations under an Order shall be in compliance with all federal, provincial, state and local laws, ordinances, rules, codes, standards and regulations that are applicable to such Order, including but not limited to the United States Foreign Corrupt Practices Act, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act and the Export Administration Regulations, including the requirement for obtaining any export license or agreement, if applicable (collectively, "Laws"). Seller shall furnish Buyer with certificates of compliance, where required under such applicable Laws and when requested by Buyer. Each invoice rendered to Buyer under an Order shall constitute written assurance by Seller that Seller has fully complied with all applicable Laws.

(b) Seller shall package, label and transport the Goods and their containers, in particular those which constitute a health, poison, fire, explosion, environmental, transportation or other hazard, in compliance with all applicable Laws in effect in the place to which the Goods are shipped or as otherwise specified by Buyer. Upon request, Seller shall furnish Buyer with information regarding the ingredients of the Goods. Seller warrants that each chemical substance constituting or contained in the Goods sold is on the list of chemical substances controlled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et. seq.) as amended, and that the Goods are not hazardous under any state or federal law except as stated on the shipping and storage containers. Seller shall provide Material Safety Data Sheets upon their delivery.

(c) Seller represents that: (i) neither it nor any of its subcontractors or suppliers will either engage in or permit substantial working conditions in the supply of the Goods under an Order, (ii) child labor or underage labor, as defined by applicable law, will not be utilized, (iii) it will not allow any form of forced or compulsory labor, (iv) workers, without fear of reprisal, intimidation or harassment, shall have the right to associate freely and join labor unions and workers' councils or to otherwise refrain from joining such organizations as they so choose, in accordance with applicable laws, (v) workers shall be protected against any form of harassment and discrimination in any form, including but not limited to gender, age, religion, disability and political beliefs, (vi) workers shall have a safe and healthy workplace that meets or exceeds all applicable standards for occupational health and safety, (vii) workers shall be compensated with wages and benefits that comply with applicable law, including minimum wages, overtime hours and legally mandated benefits and (viii) working hours shall comply with all applicable laws regulating hours of work.

(d) Upon request, Seller shall furnish Buyer with such written verification as Buyer deems necessary to certify the origin of any ingredients or materials in the Goods. Seller shall also promptly furnish Buyer all documents and other information requested by Buyer so that Buyer may comply in a timely manner with all applicable laws governing consumer protection, conflict minerals or similar materials or ingredients.

(e) Seller warrants that its performance and the Goods shall comply with all applicable general and automotive industry standards.

(f) Upon request, Seller shall furnish promptly certificates of local value added in accordance with applicable government regulations. Each January, Seller shall provide NAFTA certifications for Goods shipped the prior year, including Certificates of Origin.

(g) Seller shall indemnify and hold Buyer, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and Buyer's customers harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any kind and nature (including personal injury, property damage, consequential and special damages) arising from or as a result of Seller's failure to comply with this paragraph 24.

### **25. Assignment and Non-Assignment.**

Seller shall not assign or subcontract any right or obligation under an Order without the prior written consent of Buyer. Buyer may assign its rights and obligations under the Order without Seller's prior written consent.

### **26. Applicable Law and Disputes.**

All Orders and Contracts shall be construed and enforced under the laws of Michigan. The Convention on the International Sales of Goods shall not apply. In the event of any dispute arising from an Order or Contract, the parties agree that they shall negotiate in good faith to resolve any such dispute. In the event such dispute is not resolved within 30 days upon receipt by one party of notice of a dispute, the parties agree to submit the matter to binding arbitration in accordance with the Commercial Rules of Arbitration of the American Arbitration Association. The parties agree the arbitration shall occur in Oakland County in the State of Michigan.

### **27. Severability.**

If any provision of an Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order shall remain in full force and effect.

### **28. Entire Agreement.**

An Order (including these Terms) is a complete and exclusive statement of the terms of the parties' agreement. No course of prior dealings between the parties and no usage of the trade may be used by Seller to supplement or explain any term used in an Order. All modifications and waivers must be in a writing signed by Seller and Buyer, except as otherwise provided for in an Order.

### **29. Force Majeure**

Neither party shall be liable to the other party for any failure to fulfill any term or condition of an Order if fulfillment thereof has been delayed, interfered with or prevented, by an act of God or similar unforeseen event beyond the control of a party, provided that such party was not already in default of its obligations at the time of such event. Late supply of materials, labor unrest or unavailability of utilities shall not constitute a force majeure event. If a situation of force majeure continues for more than 30 days, Buyer shall be entitled to terminate the Order by written notice to Seller.

### **30. Relationship of Parties.**

Seller and Buyer are independent contracting parties only. There are no third party beneficiaries to an Order.

### **31. Ethical Standards.**

Seller shall not in any manner advertise or publish the fact that Seller has contracted to furnish Goods to Buyer (or Buyer's customers). Seller shall not give or offer to give any direct or indirect gift or benefit to Buyer's employees, or enter into any outside business relationship with Buyer's employees.

### **32. Duration.**

(a) The initial term of the Order shall commence on the earliest date ("the effective date") shown on the Order. Except as otherwise provided on the Order, the Order shall expire 36 months after the effective date. Any Order which shows a due date shall terminate after performance under such Order has been completed.

(b) Subject to paragraph 32(a), the Order will renew automatically for successive terms of 36 months from the expiration date unless a notice of non-renewal has been provided by either party. Orders which show a due date shall terminate and shall not renew after performance has been completed.

(c) Buyer or Seller may elect not to renew an Order by providing a written notice to the other party to that effect at least 120 days prior to the expiration date of the contract or far enough in advance for the Buyer to obtain the Goods from another source (if non-renewal is elected by the Seller).