

## SAGE / MIKO SELLER TERMS & CONDITIONS

**1. Jurisdiction; Contract Formation.** For purposes of these Terms and Conditions, the jurisdiction is Italy (the "Jurisdiction"). These Terms and Conditions and any document of SAGE (the "Seller") attached hereto, and any other written or electronic communication of Seller that directed the person or entity listed on the face of this document (the "Buyer") to or incorporates these Terms and Conditions, shall collectively constitute the "Contract Documents" (and in the event of any conflict, these Terms and Conditions shall prevail) governing sale of the goods and services described in the Contract Documents (the "Goods"). Buyer shall be deemed to have accepted the provisions of the Contract Documents, including these Terms and Conditions, by manifesting such acceptance by any of the following: (a) signing and returning to Seller a copy of the Contract Documents; (b) sending to Seller a written acknowledgement of the Contract Documents; (c) placing a purchase order or giving instructions to Seller respecting manufacture, assortment, or delivery of the Goods (including instructions to bill and hold) following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of all or any part of the Goods; (f) paying for all or any part of the Goods; or (g) indicating in some other manner Buyer's acceptance of the Contract Documents. Seller may revoke its offer to sell the Goods at any time prior to Buyer's acceptance. Upon acceptance, Buyer irrevocably agrees and commits to purchase the Goods in accordance with the Contract Documents. SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH, IN ADDITION TO, IN MODIFICATION OF OR IN CONTRADICTION OF THE PROVISIONS OF SELLER'S CONTRACT DOCUMENTS (WHICH INCONSISTENT, ADDITIONAL, MODIFIED OR CONTRADICTORY PROVISIONS ARE HEREBY EXCLUDED FROM THE CONTRACT), AND SELLER'S OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE CONTRACT DOCUMENTS SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE GOODS (THE "CONTRACT") AND MAY BE MODIFIED ONLY IN A WRITING SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE. NO PRIOR OR OTHER CONTEMPORANEOUS PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, SAMPLES, MODELS, SPECIFICATIONS, COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE CONTRACT BETWEEN BUYER AND SELLER. In this Contract, "including" shall be deemed to mean "including without limitation."

**2. Payment.** Unless specified otherwise elsewhere in the Contract, all invoices are payable in full, at Seller's office in the Jurisdiction, in the official currency of the Jurisdiction, within thirty (30) days after date of invoice. All payments shall be due and payable without offset, discount (unless explicitly provided for in the Contract) or any reduction in the Contract price, without deduction for any exchange or conversion, and also without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness owing by Buyer, as shown by the books and records of Seller, without discharge of the remainder of any such indebtedness regardless of any statement by Buyer referring to or accompanying such payment. Buyer agrees to pay late payment charges for each month or portion thereof on any payment hereunder that is not made when due. The late payment charge rate shall be the lesser of (a) 125% of the prime rate of interest quoted by Citibank, in effect on the date of invoice (or if that rate is not then available, the prime rate of another bank in the Jurisdiction selected by Seller), and (b) the maximum rate allowed by the governing law of the Jurisdiction. In the event Buyer makes

a payment in advance of the due date therefor, Seller may permit anticipation; that is, Buyer may take a credit against such payment, based upon the date of such payment and the prime rate of Citibank, in effect on the date of invoice. Seller may, at any time, in its sole discretion, limit or cancel any credit terms given to Buyer as to time and amount; and as a condition to Seller's obligations under the Contract (including manufacturing or delivering all or any part of the Goods), Seller may, in its sole discretion, require Buyer to (i) pay in cash an amount sufficient to cover the unpaid Contract price (including all related transportation, storage and other costs to be charged to Buyer) or (ii) open and confirm an irrevocable commercial letter of credit in favor of Seller for such unpaid Contract price. Such letter of credit shall be payable on sight and be in a form and issued and confirmed by a bank or banks satisfactory to Seller, in its sole discretion. The terms of any such letter of credit shall comply with any specifications or requirements furnished by Seller to Buyer, including provisions for transferability, partial delivery, transshipment, and acceptance of stale documents. Buyer shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation and amendment of each such letter of credit. The opening or confirmation of such letter of credit shall not discharge Buyer's direct payment obligation to Seller.

**3. Default.** Buyer shall be in default and fundamental and material breach of this Contract upon the occurrence of any of the following: (a) Buyer's uncured breach or nonfulfillment of this or any other contract with Seller; (b) Buyer's failure to open any letter of credit required by Seller in accordance with the Contract; (c) Buyer's failure to make timely payment to Seller for any installment of the Goods; (d) Buyer's failure to assort, specify, or accept any installment of non-defective Goods; (e) Buyer's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (f) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning Buyer (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by Buyer, Seller may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of this Contract (including any warranty) or any other contract with Buyer (with Buyer liable for damages); (ii) defer any shipment under this or any other contract; (iii) declare immediately due and payable all outstanding invoices under this or any other contract; (iv) immediately repossess all or any part of the Goods in transit or in the custody or control of Buyer pursuant to this or any other contract, at the sole risk and expense of Buyer; (v) finish all or any portion of its performance of the Contract and charge Buyer up to the full Contract price and (vi) re-sell all or any part of the Goods covered by this or any other contract, or any materials supplied for the Contract, at public or private sale, with Buyer responsible for all losses and expenses incurred in such sale.

**4. Retention of Title.** Unless specified otherwise elsewhere in the Contract, all Goods delivered to Buyer shall remain the property of Seller, or if such retained title is not valid or enforceable under applicable law, Seller shall have and retain a security interest and lien in and against the Goods until Seller shall have received payment in full therefor from the Buyer. Buyer agrees that it shall cause all Goods which Seller has delivered but for which Seller has not been paid in full (wherein Seller has accordingly retained its interest) to remain in a separate and distinct location, marked by conspicuous signage disclosing Seller's retained interest in such Goods and shall not transfer to any third party any interest in such Goods. Notwithstanding Seller's retained interest in the Goods, Buyer shall bear all risk of loss or damage with respect to the Goods, and shall be responsible for maintaining full replacement cost insurance for the Goods, at Buyer's sole expense, with Seller named as a loss payee and additional insured, until Seller shall have been paid in full therefor. Notwithstanding Seller's retained interest in

any of the Goods, Buyer shall be solely responsible and liable for any and all taxes, warehousing or storage costs, transportation costs or other costs or liabilities associated with the Goods following delivery thereof by Seller in accordance with the Contract. Buyer agrees to execute any document deemed necessary or appropriate by Seller, in its sole discretion, to perfect or enforce the retained interest of Seller in the Goods, or in the alternative, Seller may file or record the Contract or any memorandum or statement thereof without Buyer's signature.

**5. Delivery; Bill and Hold.** Unless specified otherwise elsewhere in the Contract, Seller's delivery of the Goods shall be Ex Works (EXW) Origin INCOTERMS 2000, with risk of loss and damage passing to Buyer at such point, subject to Seller's rights under applicable law. For any Goods held subject to Buyer's instructions or which Seller, in its sole discretion, has determined should be held for Buyer's account, Seller may invoice before delivery, with risk of loss or damage passing to Buyer as of the date of such invoice. Buyer shall pay all insurance, freight, and delivery charges as a separate item. Unless specified otherwise elsewhere in the Contract, delivery of Goods in a quantity varying not more than ten percent (10%) from the Contract amount or a fraction of one (1) commercial unit of the Goods purchased, whichever is greater, shall be deemed complete delivery of the Contract amount, and payment shall be made for the actual quantity delivered. Delivery may, in Seller's discretion, be made in severable installments, and installment deliveries shall be accepted by Buyer and paid for at Contract prices and terms. Unless specified otherwise elsewhere in the Contract, all delivery dates are Seller's good faith estimates of shipping and are not guaranteed. Goods invoiced and held in any location for any reason shall be held at Buyer's risk and expense, and Seller may charge for insurance and storage at prevailing rates.

**6. Limited Warranties.** SUBJECT TO SECTION 7, FOR ALL GOODS SOLD AS FIRST QUALITY, SELLER WARRANTS GOOD TITLE AND THAT THEY ARE OF SELLER'S STANDARD QUALITY AT THE TIME OF SUCH SALE. ALL OTHER GOODS SOLD HEREUNDER, INCLUDING GOODS SOLD AS "SECONDS," "AGED," "OFF-QUALITY," OR "DISCONTINUED LINES" ARE SOLD "AS IS." SELLER MAKES NO REPRESENTATION OR WARRANTY BEYOND ANY EXPLICIT STATEMENTS CONTAINED IN THE CONTRACT AS TO THE FLAMMABILITY CHARACTERISTICS OF THE GOODS OR THAT THE GOODS, OR ANY ITEM, ARTICLE OR PRODUCT CONTAINING OR INCORPORATING THE GOODS, CONFORM TO APPLICABLE FLAMMABILITY STANDARDS, IF ANY, OR HAVE BEEN TESTED FOR CONFORMITY THERETO. BUYER'S FAILURE TO OBTAIN AN EXPLICIT WARRANTY OF FLAMMABILITY AND TESTING IN THE CONTRACT PRIOR TO DELIVERY OF THE GOODS SHALL RELIEVE SELLER OF ANY LIABILITY ASSOCIATED WITH THE FAILURE TO PROVIDE SAID INFORMATION. BUYER ACKNOWLEDGES THAT SUBSEQUENT FINISHING TREATMENT, USE IN COMPOSITE STRUCTURES, OR OTHER ALTERATION OF THE GOODS CAN ADVERSELY AFFECT THE GOODS' FLAMMABILITY CHARACTERISTICS AND THAT, UNDER SOME CONDITIONS, THE GOODS WILL BURN AND THEREFORE CAUTION SHOULD BE USED NEAR SOURCES OF HEAT OR FLAME. EXCEPT FOR ANY SUCH LIMITED WARRANTIES THAT SELLER MAY EXPRESSLY AND SPECIFICALLY PROVIDE, ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY WARRANTIES BASED UPON SAMPLES, MODELS, OR SPECIFICATIONS, ARE EXPRESSLY DISCLAIMED. BUYER ASSUMES ALL RISK AND LIABILITY CONCERNING THE USE OF GOODS. In the event of any conflict between this Contract and any express written warranty given to a consumer in connection with Goods sold for personal,

family, or household purposes, such written warranty shall control. Buyer warrants that it shall fully comply with all label directions for the handling, storage, possession or use of the Goods sold hereunder and Buyer agrees that it shall indemnify and hold Seller harmless from all claims (including, without limitation, attorneys' fees) of personal injury or property damage resulting from any negligence, gross negligence, recklessness or willful misconduct on the part of Seller or from any failure of Seller to comply with the terms of this warranty.

**7. Limitation of Liability.** WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING LIABILITY OF SELLER, THE DAMAGES RECOVERABLE BY BUYER BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THIS CONTRACT OR THE GOODS SHALL NOT BE GREATER THAN THE ACTUAL CONTRACT PRICE OF THE GOODS PAID BY BUYER WITH RESPECT TO WHICH SUCH CLAIM IS MADE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR BUYER'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE GOODS, EXCEPT IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. Any technical advice or assistance that Seller furnishes to Buyer hereunder and the results thereof are provided at Buyer's sole risk and expense.

**8. Defects and Claims.** Buyer shall examine and test Goods within ten (10) days after receipt and before use or resale and shall give Seller prompt notice of any alleged nonconformity. Buyer's use or resale of Goods shall be deemed acceptance as conforming to this Contract. All claims of any kind, nature, or description are barred and waived unless made in writing. Buyer shall be deemed to have accepted the Goods, and any right to cancel, reject, or claim damages shall expire, and Buyer shall lose and waive any right to rely upon or claim nonconformity of the Goods, unless Buyer's written and particularized claim is received by Seller (a) within ten (10) business days after receipt of Goods for all claims other than those for latent defects or (b) within ninety (90) days after receipt of Goods for a latent defect. Provided, however, that in no case shall any claim be considered:

- after Goods have been worked by the customer like back lamination, cut, processed, converted, or otherwise altered in any manner.
- if the visual defect is related to back side of the Goods without any influence on the technical characteristic. Only the front side impact must be considered.
- if SAGE lot traceability is not traceable by the customer to permit investigation by SAGE.
- if in case of color issue, claim customer doesn't present in advance full analysis using correct tools as for OEM or SAGE prescription (ref. packaging method and color fluctuaction rules).
- if customer claim report doesn't include part number, article and color name, quantity rejected, reason for rejection, pictures to demonstrate the defect.

Any sorting activity cost requested by the customer must be approved by SAGE in advance.

Within thirty (30) days after receipt of written notice of claimed defective Goods, Buyer shall make such Goods available without cost to Seller at a point designated by Seller (with failure to do so deemed acceptance and waiver of all claims for defect). If Seller determines a defect claim to be valid, Seller may, at its sole option and election, (i) replace any defective Goods, (ii) repair any defective Goods, (iii) accept return of any defective Goods and refund the purchase price therefor to Buyer, or (iv) pay to Buyer the difference in value of conforming Goods as of the scheduled Contract delivery date and

the value of the Goods actually delivered. The foregoing constitutes Buyer's exclusive remedy for any defective Goods hereunder.

If the defected goods received back from customer for Seller evaluation will be considered in accordance with customer specification using internal and or external laboratory, all related costs will be charged to the customer.

Standard PPM limit for scrap material is set to  $\leq 500$  Customer cannot ask corrective actions for monthly ranking inside this limit.

Any other rules and special terms must be agreed in advance between SAGE and customer before program SOP.

**9. PPAP.** Miko can release PPAP document to customer only in AIAG format Level 3. Any other type of format must be discussed in advance with SAGE quality. Extra cost can be applied for any special request.

**10. Patent Infringement.** Seller's delivery of Goods does not expressly, or by implication, grant Buyer any license or other right under any patent or copyright or grant authorization to infringe any patent or copyright. In the event the Goods, in the form delivered by Seller, are found by a court of competent jurisdiction to infringe a patent in Buyer's country, Buyer shall give Seller prompt written notice thereof, and Seller, at its option and discretion, shall either procure for Buyer the right to continue to use the Goods (in the form delivered by Seller) in Buyer's country, replace the allegedly infringing Goods with non-infringing Goods, or accept a return of the allegedly infringing Goods for a refund of the purchase price paid by Buyer. The foregoing states the entire liability of Seller with regard to any claim of patent infringement. Buyer shall indemnify, defend and hold Seller harmless against all damages and expenses arising from claims of infringement of patent rights on Goods specifically produced or modified at Buyer's request and against all damages or expenses arising from any infringement or from any misuse of any trade name, trademark, symbol, identification of material content, or other labeling used by Seller under Buyer's instructions. To the extent Buyer incorporates or causes others to incorporate the Goods in its own product or the products of any third party, Seller shall not be liable for third party claims for infringement of any patent, registered design, trademark or copyright resulting from such incorporation and based upon the use of the Goods or the manufacture, use, sale or offer for sale of any product containing such Goods, except as such liability for third party claims for infringement is expressly required by applicable law and not waivable by Buyer.

**11. Force Majeure.** Neither party shall be liable for loss or damage due to nonperformance resulting from any cause beyond the affected party's reasonable control, including compliance with any regulation, order, or instruction of any governmental authority, act of God, war (declared or undeclared), terrorism, act or omission of the other party, act of civil or military authority, fire, epidemic, flood, catastrophe, strike, factory or port shut-down, lockout, riot, rationing, shortage of material, or inability of such affected party to obtain necessary labor from usual sources; provided, however, no delay in the performance of Buyer's payment obligations hereunder (including any obligation with respect to opening a confirmed letter of credit) shall be excused on account of any such cause. In the event of any excused delay due to any such cause, the affected party shall as soon as practical notify the other party thereof and shall at the same time, or the earliest practical date after such notice, specify any revised performance schedule. In the event of any such excused delay, the time of performance by the affected party shall be extended for a period equal to the time lost by the affected party by reason of the delay. If the transaction is covered by a letter of credit, the letter of credit shall provide that receipt by the confirming or issuing bank of a copy of the notice of delay from Seller shall

operate as the instruction of Buyer to said banks to amend the letter of credit to extend the times for shipment and the expiration of the letter of credit to the date(s) indicated in said notice.

**12. Prices.** All prices are exclusive of any applicable import duties and tariffs, Customs fees, export licensing fees, or import or export taxes, federal, state, provincial or local sales, use, property, or value added taxes or other any taxes or official charges, all of which are Buyer's sole responsibility. Prior to Buyer's acceptance of the Contract Documents, Seller may change any price without notice. After such acceptance, Seller may change any price on undelivered Goods by giving Buyer at least fifteen (15) days' prior written notice, and in the event of such change, Buyer's sole recourse shall be the right to cancel this Contract as to any Goods for which such change in price applies, by written notice given to and received by Seller prior to the date when the change is to become effective. If Seller is prevented by law, governmental decree, order, or regulation from making a change in price, or continuing a price already in effect, Seller may terminate this Contract after giving Buyer thirty (30) days' prior written notice.

**13. Governing Law.** For domestic sales, the law of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. For international sales, the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") shall, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties hereunder. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of the Contract, including these Terms and Conditions, on the one hand, and the Sales Convention, on the other hand, the provisions of the Contract shall govern and prevail. To the extent of any such inconsistency or conflict, the provisions of the Contract shall be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Further, without limiting the generality of the foregoing, the following provisions of the Sales Convention are hereby excluded from the Contract: Articles 8(3), 9, 11, 16(2), 39(2), 44, 46, 50, and 84(1). Questions that are not expressly settled in the Contract or by application of the Sales Convention are to be settled in conformity with the internal laws of the Jurisdiction, without regard to its conflict of laws principles. For international sales not governed by the Sales Convention, the internal laws of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. The Convention on the Limitation Period in the International Sale of Goods is hereby excluded and shall not govern any claim arising from or relating to this Contract or the sale or purchase of the Goods.

**14. Dispute Resolution.** Except as otherwise provided herein, any dispute arising out of or related to this Contract or the sale, use or purchase of the Goods shall be settled by binding arbitration in the Jurisdiction administered in accordance with Rules of Arbitration of the International Chamber of Commerce in effect on the date of such arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings, and all documents, pleadings and awards related thereto shall be in the official language of the Jurisdiction. The arbitration award shall be stated in the currency of payment specified in the Contract or, if no such currency is specified, the currency of the Jurisdiction, and the reasons for the award shall be stated therein. The arbitrator(s) shall have no power to alter or modify any provision of this Contract. The parties shall equally share the arbitrator's fees and costs. Anything to the contrary in this Contract notwithstanding: (a) any claim by Buyer of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by Buyer, unless Buyer institutes arbitration proceedings within one (1) year after the claimed breach occurs and (b) Seller may, in its sole discretion,

apply to a court competent jurisdiction with respect to (i) any claims by Seller for amounts owed by Buyer in connection with a sale of the Goods to Buyer, (ii) any claims by Seller to enforce the agreement herein to arbitrate or to enforce the award of the arbitrator(s); (iii) Seller's enforcement of the limitation period set forth hereinabove in respect of Buyer's claims; or (iv) any claims by Seller for injunctive relief or interim measures to prevent or stop irreparable harm to Seller's rights or property. Buyer hereby irrevocably submits to the jurisdiction of the courts within the Jurisdiction with respect to any such litigation. If Seller files litigation in accordance with the foregoing, Buyer shall file no counterclaim therein that is arbitrable under this Contract.

**15. Assignment and Delegation.** Neither party shall transfer or assign this Contract, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted transfer or assignment hereof without such consent shall be void and without force or effect. Except as otherwise expressly provided herein, this Contract is not intended to be for the benefit of, and shall not be enforceable by, any person not a party to it or the permitted assignee of such party.

**16. Notices.** Unless specified otherwise elsewhere in the Contract, all notices and similar communications provided hereunder shall be in the English language or the language of the Jurisdiction, in writing, and delivered by first-class, prepaid, registered mail of the postal service of the Jurisdiction or reputable express courier service.

**17. Miscellaneous.** All rights and remedies hereunder shall be in addition to all other rights and remedies under applicable law, all of which rights and remedies shall be nonexclusive and cumulative. No waiver by either party of any default shall be deemed a waiver of any subsequent default. If any provision of this Contract is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Contract. Buyer's acceptance of the Contract Documents shall constitute Buyer's representation and warranty that it has obtained all necessary approvals, licenses and permits required from any governmental authority in Buyer's country with respect to the shipment, importation, delivery or use of the Goods, and the payment of the Contract price and all other amounts due to Seller in the currency of payment specified in the Contract or, if no such currency is specified, the currency of the Jurisdiction. Seller shall have the right to cancel its performance under this Contract, and may withhold or suspend performance of any of its responsibilities hereunder, for any failure or delay by Buyer in giving Seller any assurances Seller may require, in its sole discretion, that all such approvals, licenses and permits have been obtained, in which event Buyer shall promptly reimburse and indemnify Seller for all damages, costs or losses incurred by Seller due to such failure or delay by Buyer. The parties shall maintain the confidentiality of this Contract, except to the extent disclosure is required by applicable law or information contained in this Contract is generally available to the public through no act or omission of the party disclosing such information. In the event of any translation of the Contract into a language other than English, the provisions of the English-language version shall prevail and govern in the events of any conflict or inconsistency in interpretation.