



G.S.W. Manufacturing, Inc.

1801 Production Drive
Findlay, OH 45840
Phone (419) 423-7111
Fax (419) 423-8999

AGREEMENT FOR PURCHASE AND SALE OF PRODUCTS

THIS AGREEMENT is effective as of _____, 20____, between **GSW Manufacturing, Inc.**, an Ohio corporation having its principal office at 1801 Production Drive, Findlay, Ohio 45840, GSW de Mexico having its principal office at Avenida del Parque 2021, Parque Industrial Villa Florida, Reynosa, Tamaulipas CP 88715, Mexico, and GSW de Guanajuato having its principal office at Jose Maria Morelos y Pavon 2, Amp 15 de Septiembre, 37806, Dolores Hidalgo Cuna de la Independencia Nacional, Gto. (hereinafter individually and/or collectively referred to as “Buyer”), and _____, a(n) _____ corporation, having its principal office at _____ (“Supplier”).

In order for Buyer to procure Products (as defined below) from Supplier pursuant to the terms of this Agreement, the parties hereby agree as follows:

Section 1. Entire Agreement

1.1 None of the terms of this Agreement may be modified except by the written agreement of both parties, notwithstanding any terms that may appear on Supplier’s invoices, quotations, acknowledgments or other forms. Any shipment, delivery, or other performance by Supplier shall be Supplier’s assent to and acceptance of the terms of this Agreement, notwithstanding Buyer’s payment or other acceptance of Supplier’s Products or performance.

1.2 The following are incorporated by reference and are considered a part of this Agreement (collectively, the “Specifications”): (i) models, drawings and specifications of Buyer, including written engineering standards and technical processes; (ii) any of Supplier’s specifications that are expressly accepted in writing by Buyer; (iii) Buyer’s quality control system procedures and written quality standards (i.e. the current GSW Supplier Quality Assurance Manual); (iv) written specifications, standards, requirements, and quality standards of Buyer’s customers; and (vi) Buyer’s release forms, order sheets, and other written business requirements and agreements, including any applicable tooling agreement, confidentiality agreement, part quotation, or written request for quotation, all as modified in writing by Buyer and in effect from time to time, including terms set forth online in Buyer’s supplier portal.

Section 2. Separate Contracts

2.1 Supplier hereby agrees to produce automotive parts meeting the Specifications which may be ordered by Buyer from time to time (the “Products”) and to provide such services as Buyer may order from time to time (the “Services”). Each



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purchase order or release issued by Buyer to Supplier ("Order") shall constitute a separate contract between the parties for Supplier's Products or Services. ACCEPTANCE BY SUPPLIER OF ANY ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND SUCH ORDER, AND BUYER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS WITHOUT FURTHER NOTIFICATION. Buyer shall have no obligation to purchase from Supplier any minimum amount of Products or Services unless the parties expressly agree in writing. In the event of any conflict or discrepancy between any Order and this Agreement, the terms of the specific Order shall prevail. In the event of any conflict between this Agreement and terms set forth in any internet portal maintained by Supplier, the terms of this Agreement shall prevail.

2.2 Each Order will be communicated by Buyer to Supplier electronically, by telephone, by facsimile, or by hard copy, and the Order will be deemed to have been accepted by Supplier upon the earlier of: (i) Supplier's first shipment or other tender thereunder, (ii) Supplier's written acceptance of the Order, or (iii) Supplier's failure to deliver to Buyer a written objection to the Order within eight (8) working days of Supplier's receipt of the Order. Any telephonic Order shall be confirmed in writing by Buyer. Buyer may communicate to Supplier in writing or through a Buyer internet supplier portal.

2.3 Buyer may at any time change any Order as to Specifications, quantity, delivery date, packaging, or means of shipment. If any such change is expected to increase or decrease Supplier's costs, Supplier shall immediately inform Buyer, and the parties shall then agree in writing upon an adjustment in the price or other terms of the Order to reflect the change.

Section 3. Price, Taxes, Transportation, Payment

3.1 The price(s) applicable to each Order shall be determined after Supplier's submission of one or more quotations to Buyer via Buyer's part quotation form and mutual consultations by the parties. A quotation will be deemed accepted upon notice by Buyer to the Supplier of such acceptance (whether such notice is written, electronic, or otherwise).

3.2 All quotations submitted by the Supplier and all prices set forth in or with reference to each Order shall be:

(a) F.O.B. Buyer's plant (unless otherwise authorized in writing by Buyer).



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(b) Unless otherwise specified in the Order, inclusive of applicable taxes, excises, duties, importation fees, and any other fees related to the production, sale or transportation of the Products (other than fees or taxes based or measured upon Buyer's income);

(c) In compliance with all applicable laws and governmental regulations; and

(d) Subject to change only on each April 1st or October 1st annually and upon not less than sixty (60) days' prior written notice to Buyer and acceptance of such change in writing by Buyer. The written notice provided by Supplier must contain adequate justification data for the proposed change including, but not limited to, any unforeseeable reasons for the change that were caused by factors beyond the reasonable control of Supplier.

3.3 The parties will cooperate to furnish to each other all certificates and other documentation demonstrating the exemption or inapplicability of any sales, excise, or other taxes to the sale of the Products. The parties shall comply with all applicable laws including, without limitation, all recordkeeping and reporting requirements imposed under the Internal Revenue Code of 1986, as amended (the "Code"), the USMCA, the American Automobile Labeling Act, and all regulations promulgated thereunder. The parties shall provide any documentation that may be necessary to enable each party to establish the accuracy of any income tax returns, certificates of origin, tracing statements, and other governmental or financial reports that are required to be prepared or filed by each party.

3.4 Unless otherwise specified in an Order, the price for Products shall be payable to Supplier on or before the last day of the calendar month following the month Buyer accepts the Products covered by the Order.

Section 4. Delivery and Inspection

Time, quantity, and quality are of the essence in each Order. Therefore:

4.1 Buyer may, for any reason, reject and/or return, at Supplier's expense, any delivery of Products, in whole or in part, that is received before or after the scheduled delivery date or in excess of the quantity specified in the Order.

4.2 Products shall be packaged, labeled, and shipped pursuant to the specific instructions in the SQAM (QSF-414) or the specific Order covering the Products. In the absence of specific instructions in an Order, Supplier shall pack, label, and ship all



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Products in a commercially reasonable manner chosen by Supplier and approved by Buyer) as being suitable for timely, safe and conforming delivery (and one that will ensure the lowest transportation cost).

4.3 In the event of any occurrence that may result in a nonconforming delivery (by date of delivery, quantity, or quality) of Products pursuant to an Order, Supplier will promptly inform Buyer of such circumstances and any corrective measures Supplier is taking to minimize the effect of the nonconformance.

4.4 In the event a delivery does not comply with the date of delivery, quantity, or quality specified in the Order, other than noncompliance by reason of an Excusable Delay (as defined in Section 4.8):

(a) Unless Buyer has given notice of cancellation as to the non-complying Products, Supplier will ship such Products at the earliest possible moment and by the fastest practicable and available means, but without any increase in any shipping costs to Buyer; and

(b) Supplier shall bear all required charges and expenses, including but not limited to expenses for production changes, additional labor, transportation charges, product management coverage, and line down charges resulting from Supplier's failure to make delivery in compliance with the requirements of the Order.

4.5 All Products received by Buyer are, at the sole option of Buyer, subject to inspection. Supplier acknowledges that Buyer may not inspect Products until after delivery of the Products. Payment tendered by Buyer for any Products does not constitute acceptance, and neither inspection nor payment shall relieve Supplier of its responsibility to furnish conforming Products.

4.6 Buyer shall inspect the Products and any shipment in accordance with its applicable Specifications.

(a) Buyer may cancel any Order, in whole or in part, as to defective or nonconforming Products or delivery, and may instruct Supplier as to the means and methods to cure and cover defective or nonconforming Products or delivery. If such instructions are given, Supplier will deliver (at the earliest possible moment and by the fastest practicable means, but without any increase in cost to Buyer) conforming substitutes or replacements for each defective or nonconforming item or delivery; and



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(b) Buyer will return all defective or nonconforming Products pursuant to Supplier's instruction at Supplier's expense or, in the absence of such instructions, will dispose of such Products within a reasonable time.

4.7 Buyer may inspect Products at the Supplier's premises at any time. This privilege may also be extended to Buyer's customers.

4.8 Either party may suspend performance during the occurrence of an Excusable Delay. "Excusable Delay" shall mean any delay not caused by the fault or negligence of the delayed party and which results from acts of God or public enemy; restrictions, prohibitions, priorities, embargoes, or allocations imposed by governmental authority; acts of the other party; fires, floods, hurricanes, earthquakes, epidemics, unusually severe weather, or delays due to similar natural causes; and strikes or labor disputes (involving the delayed party's employees only). Excusable Delay does not include lock-outs, shortages of labor, the lack of or inability to obtain raw materials, fuel, or supplies (unless caused solely by restrictions imposed by governmental authority), or any other industrial disturbances unless Buyer in its sole discretion, has approved detailed plans for the assurance of timely and conforming deliveries in the event of such delays.

4.9 In the event that Supplier discovers any fact which may result in an Excusable Delay, Supplier will immediately (i) advise Buyer of such fact, and (ii) use its best efforts to reduce the adverse effect of the Excusable Delay upon Buyer. In addition, at any time at Buyer's request, Supplier will furnish to Buyer (i) such information as Buyer may request concerning possible delays, and (ii) contingency plans with respect to those matters.

Section 5. Supplier's Warranties and Representations

Supplier warrants and represents to Buyer that:

5.1 Products will be of the highest quality unless otherwise agreed, will conform to all Specifications, and will be subject to a quality management system administered by Supplier (and acceptable to Buyer) for the identification, segregation, and control of defective Products.

5.2 Products will be in compliance with all applicable federal, state and local laws, regulations or orders, agency or association standards, and all other requirements applicable to the manufacture, labeling, transportation, licensing, approval or certification of the Products, including without limitation the Occupational Health and Safety Act, the Fair Labor Standards Act, any law or order pertaining to discrimination, the National Traffic and Motor Vehicle Safety Act (and Federal Motor Vehicle Safety Standards



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prescribed thereunder), as well as any similar or other laws of any foreign markets the Buyer chooses to ship Product to.

5.3 Products will be in compliance with all models and samples accepted by Buyer and all written statements, descriptions, or specifications furnished by Supplier and accepted by Buyer. In the event of discrepancies between written Specifications and Specifications designated on a drawing, the drawing Specifications shall prevail.

5.4 Products will be merchantable and fit for the particular purpose for which required by Buyer. The Products will be free of defects in materials, manufacture, shipping, handling, packaging, or processing. The Products will be free of any claims of any other persons or governments.

5.5 If Supplier makes a written warranty to other purchasers, such warranty (a) will apply to Buyer; (b) will be in compliance with all applicable laws and regulations as to form and content and will be sufficient to permit Buyer and its customers to comply with such laws and regulations; and (c) will not limit in any way the provisions of this Agreement or any other warranty or representation of Supplier to Buyer.

5.6 Supplier has obtained all required approvals from any governmental agency with respect to the manufacture, sale, or use of the Products, and Supplier will furnish Buyer with satisfactory evidence, such as IMDS, of all such approvals. Buyer, at its sole option, may assist Supplier in obtaining such approval. Supplier will maintain, at a minimum, an ISO 9001 certification reasonably acceptable to Buyer. However, Buyer recommends that Supplier achieves IATF certification.

5.7 The representations and warranties in this Section 5 are for the benefit of Buyer and any person claiming through Buyer and will survive the acceptance, use, or subsequent sale of the Products by Buyer and the termination of this Agreement or any extensions thereof.

Section 6. Indemnity

6.1 Without limitation by Section 5 above or any insurance, Supplier shall indemnify and hold Buyer harmless against any claims, expenses (including reasonable attorneys' fees and litigation costs), or liability arising in connection with the Products, including any actions brought against Buyer or its customers with respect to Products or specifications furnished by Supplier or intellectual property rights claimed by third parties.



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6.2 Supplier shall be responsible for, and shall indemnify and hold Buyer harmless against any claims, expenses, or liability arising in connection with, any acts and omissions of Supplier's employees or agents ("Supplier Agents") while present on any premises of Buyer, including without limitation: (i) the failure of any Supplier Agent to comply with all applicable rules and regulations (Buyer's and otherwise) governing security and safety at or about Buyer's premises, (ii) any claim against Buyer by or on behalf of any Supplier Agent for injury or otherwise, or (iii) any claim against Buyer resulting from Supplier's failure to maintain workers' compensation or other insurance. Supplier hereby waives any and all statutory and constitutional immunity to which it might otherwise be entitled as an employer under applicable workers' compensation laws or under any other employee benefit statute. In no event shall Supplier Agents be deemed to be employees of, or under the direction or control of, Buyer for any purpose whatsoever.

6.3 In the event of any threatened or actual claim which may be the subject of indemnification under this Section 6, Buyer will promptly provide Supplier with written notice of the threat or claim and provide Supplier with reasonable assistance in the response and defense as Supplier may request, at Supplier's expense.

6.4 The provisions of this Section 6 shall survive this Agreement and any performance hereunder.

Section 7. Insurance

7.1 Supplier shall, at its sole expense, maintain insurance with financially responsible insurance companies, in an amount and with such coverage acceptable to Buyer, against any and all liability, including injuries or death to persons and damage to property, arising out of the Products and Supplier's performance under this Agreement. Supplier shall cause any carrier it uses to insure all Product shipments for full value, unless otherwise agreed by Buyer. Supplier shall promptly furnish to Buyer certificates of such insurance and renewals and any other information about such insurance upon Buyer's request. All insurance policies must provide that cancellation or modification may only occur after 30 days' prior written notice to Buyer.

7.2 Buyer's review of, or failure to request, any evidence of insurance from Supplier under this Section shall not constitute a waiver of any requirement of this Agreement, and the existence of any insurance shall not limit Supplier's obligations under this Agreement.

Section 8. Buyer's Property, Patents, Trade Secrets, Know-How



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8.1 Unless otherwise specified in a separate written agreement between Buyer and Supplier, all tools, dies, jigs, fixtures, equipment, and other material required for the manufacture of Products (collectively, the "Tooling") paid for by Buyer or furnished to Supplier in connection with this Agreement, shall be inspected by Supplier for compliance with the Specifications. The Tooling is and shall remain the sole property of Buyer or Buyer's customers and shall be clearly identified by Supplier as "Property of Buyer" or property of Buyer's customer, as directed by Buyer. Supplier hereby authorizes Buyer to file any financing statement on Form UCC-1 or other documentation to evidence ownership of the Tooling. The Tooling shall be stored separately on Supplier's premises, shall only be used in compliance with written instructions of Buyer, and shall not be used except pursuant to any Order. Buyer may inspect the Tooling at any time during business hours, and the Tooling shall be immediately returned to Buyer at the earlier of (i) termination of this Agreement; or (ii) upon demand, at any time which Buyer may specify. The Tooling shall be insured in amounts equal to its full insurable replacement value at Supplier's cost with loss payable to Buyer and Supplier. Excepting only reasonable wear and use, all Tooling shall be kept at Supplier's risk, and Supplier shall be responsible for all maintenance and repairs of the Tooling.

8.2 Any information that can reasonably be deemed confidential, including patented or unpatented knowledge, trade secrets, know-how, or information concerning either party's products, production or other methods, processes, scheduling, sources of supply, customers, marketing, or other information that a party may disclose to the other in connection with this Agreement (collectively, "Confidential Information") shall be deemed to have been disclosed as part of the consideration hereunder and shall not be used by the receiving party for any use other than in furtherance of this Agreement, nor shall the Confidential Information be disclosed to any other person. To the extent that the Confidential Information is represented in the form of samples, writings, drawings, copies, or other tangible property, the Confidential Information shall be returned to the disclosing party promptly upon termination of this Agreement, or at any time upon demand. Supplier will give Buyer specific written notice of any Confidential Information (and of any license or other agreement relating to the use or dissemination of the information) embodied in the Products prior to delivery thereof.

8.3 In the absence of Buyer's prior written agreement to the contrary, all patentable or unpatentable inventions, products, processes, apparatus and designs that are conceived, invented, or originated by either party prior to the date of this Agreement shall remain the property of that party.

8.4 For the purposes of the manufacture, assembly, distribution, and sale by Buyer of its products, parts and accessories, Supplier hereby grants to Buyer and its affiliates nonexclusive, paid-up (or royalty free), irrevocable licenses under any



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applicable patent, copyright or other property right to use, modify, publish or distribute the same, the Confidential Information, and any necessarily incidental right thereto.

8.5 Supplier shall not sell the Products or any components of the Products to any customer of Buyer, and shall otherwise not compete with Buyer directly or indirectly, whether as a shareholder, agent, or affiliate of any competitor of Buyer or otherwise, without Buyer's prior written consent.

Section 9. Service Parts

9.1 Supplier shall provide Buyer with all necessary service and replacement parts ("Service Parts"), after the end of Buyer's termination of Mass Production of any item or line of the goods which incorporate, use, or utilize the Products, for a minimum of 20 years. At or prior to the end of such period, the parties hereto shall in good faith negotiate a service pricing agreement for Service Parts upon terms and conditions acceptable to both parties. Reference GSW SQAM (QSF-414) for price change requirements.

9.2 Supplier's obligations shall include, but not be limited to, establishing similar contractual requirements for its sources of components and raw material, or otherwise taking adequate steps to assure a continuing source for such goods, as well as retaining and maintaining Tooling or equipment required to manufacture Service Parts in support of Buyer's Service Parts requirements. Supplier shall not dispose of any Tooling or equipment unless they have received written permission from Buyer's authorized Purchasing Department.

Section 10. Supplies and Collateral

10.1 Buyer may, from time to time and with Supplier's agreement, provide Supplier, directly or indirectly, and on a bailment or open account basis, with materials, work in process, or component parts for processing by Supplier into the Products ("Supplies"). The consideration furnished for the Supplies shall be established by written agreement of the parties. Supplier shall use the Supplies only to fulfill orders and furnish Products to Buyer. Supplier shall not (i) substitute any other property for the Supplies, or (ii) dispose of any Supplies or Tooling obtained from Buyer or produced by Supplier in connection with any Order without the prior written consent of Buyer.

10.2 To secure Supplier's obligation to pay for Supplies and the performance of its other obligations to Buyer under this Agreement, Supplier hereby grants to Buyer a security interest in the Products, Tooling, Supplies, and all parts and proceeds thereof (the "Collateral"). Supplier hereby authorizes Buyer to file any financing statements and



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similar documents and take any action that Buyer may deem necessary to perfect Buyer's security interest in the Collateral. At Buyer's request, Supplier shall execute such documents as Buyer may from time to time deem necessary and pay all costs and expenses of preparing or filing such documents.

10.3 All Supplies received by Supplier from any person, including Buyer, will be inspected and processed in accordance with (i) Buyer's applicable quality standards, (ii) Buyer's instructions to Supplier, and (iii) the Specifications for the Products. Supplier will give Buyer prompt notice upon its receipt of any nonconforming Supplies or nonconforming deliveries that (i) have a high rate of recurrence, (ii) may impair Supplier's ability to meet its delivery schedules or comply with the Specifications, (iii) affect Product safety, or (iv) are otherwise serious in the opinion of Supplier. If the Supplies are furnished by persons under agreement with Buyer, Supplier will follow Buyer's instructions concerning the Supplies subsequent to such notice.

10.4 Supplier shall keep the Collateral insured in such manner as Buyer shall reasonably require, and Supplier shall add Buyer as an additional insured for each policy insuring the Collateral and shall request that each insurer provide Buyer with 30 days' notice before any policy is terminated or modified. Supplier shall keep accurate and complete records of the Collateral and shall permit Buyer to examine the Collateral and make copies of Supplier's records pertaining to the Collateral and this Agreement at any time. Upon request, Supplier shall provide such other financial information as Buyer may reasonably require. Supplier shall not transfer or encumber the Collateral without the prior written consent of Buyer.

10.5 Upon the occurrence of any default under this Agreement, Buyer shall, with regards to the Collateral, be entitled to all remedies of a secured party provided by law or equity. Buyer has the unconditional right of entry at any time to remove the Collateral, without liability for such entry. Upon Buyer's request, Supplier shall promptly prepare the Collateral for shipment to a location specified by Buyer, freight prepaid. Supplier acknowledges that any failure to promptly deliver or return the Collateral could result in irreparable damages to Buyer beyond the value of the Collateral. Supplier acknowledges Buyer's right to obtain a court order against Supplier. Supplier shall release the Collateral to any sheriff's office, if ordered to do so by any court of law.

10.6 Buyer may setoff the cost of Supplies against amounts which it owes Supplier pursuant to this Agreement or otherwise. Upon demand, Supplier shall pay Buyer any amounts due for Supplies that are not otherwise setoff by Buyer.

Section 11. Prohibition of Sale or Use; Advertising



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11.1 Supplier shall not sell, transfer, or loan to any person other than Buyer, or otherwise make use of:

- (a) Products manufactured from Specifications or any other information furnished by Buyer; or
- (b) Products that are identified or contained in wrappings or containers identified with marks, trade names, or trademarks of Buyer or its customer.

11.2 Without Buyer's prior written consent, Supplier shall not advertise or publish in any manner the existence of this Agreement or that Supplier sells Products to Buyer.

Section 12. Duty and Drawback

12.1 Each Order pursuant to this Agreement includes all related customs duty and import drawback rights, if any (including rights developed by substitution and rights which may be acquired from Supplier's suppliers) (collectively, "Customs and Drawback Rights") which Supplier can transfer to Buyer. Supplier shall store, inspect and process all Products and Supplies in any manner requested by Buyer, in order for Buyer to take full advantage of any provisions of any Customs and Drawback Rights.

12.2 If any Customs and Drawback Rights exist, Supplier shall promptly inform Buyer of the existence of such rights and, upon Buyer's request, supply all documents that may be necessary to obtain such Customs and Drawback Rights. To the extent not otherwise obtained by Supplier, Supplier transfers to Buyer all Customs and Drawback Rights, if any, related to the Products (or components of the Products), including rights that may be acquired from Supplier's suppliers.

Section 13. Term and Cancellation; Additional Remedies

13.1 Buyer may terminate this Agreement or any Order if the quality of any Products does not conform to Buyer's requirements for a period of 30 days after notice by Buyer.

13.2 Either of the parties may terminate this Agreement in the event that:

- (a) The other party is in default of any performance, warranty or representation hereunder and such default is not cured within thirty (30) days after written notice of such default; or



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- (b) The other party defaults under any two (2) consecutive Orders; or
- (c) The other party is subject to any administrative or governmental action which suspends or terminates its business; or
- (d) The other party makes a general assignment for the benefit of creditors, suspends business or commits any act amounting to business failure, or makes a voluntary assignment or transfer of all or substantially all of its property; or
- (e) The other party discontinues its existence or merges or consolidates with any other entity without the prior written consent of the other party to this Agreement; or
- (f) An Excusable Delay suspends or materially impairs the performance of the other party for longer than 4 months.

13.3 In addition to its other rights and remedies under this Agreement, Buyer may: (i) terminate an Order for Products or a portion of an Order if Supplier is in default under an Order or this Agreement and such default continues uncorrected for 15 days after notice of default by Buyer; or (ii) terminate this Agreement if a voluntary petition under any provision of the United States Bankruptcy Code or any successor statute is filed by Supplier, or if any involuntary petition to obtain an order for relief against Supplier is filed, provided that it is not vacated within 30 days from the date of filing, or a receiver or custodian is appointed for Supplier, provided such appointment is not vacated within 30 days from the date of such appointment; or (iii) terminate this Agreement upon 30 days written notice if Supplier does not maintain at least an ISO 9001 certification reasonably acceptable to Buyer.

13.4 Except for any termination of an Order under Sections 13.1 through 13.3 above, Buyer may terminate any Order or other contract under this Agreement at its option, in whole or in part, and at any time, by giving notice of termination to Supplier.

- (a) Unless otherwise directed by Buyer, after notice of termination Supplier shall (i) immediately terminate all work under the Order; (ii) terminate all orders and subcontracts relating to the performance of the work terminated by the notice; (iii) settle all claims arising out of such termination of orders and subcontracts; (iv) transfer title and deliver to Buyer (aa) all completed work which conforms to the requirements of that Order and does not exceed in quantity the amount authorized for production by Buyer, and (bb) all reasonable quantities



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(but not in excess of amounts authorized by Buyer) of work in process and materials produced or acquired with respect to the work terminated, provided such materials are of a type and quality suitable for producing Products that conform to the requirements of that Order and cannot reasonably be used by Supplier; (v) take all action necessary to protect property in Supplier's possession in which Buyer has or may acquire an interest; and (vi) submit to Buyer promptly, but not later than one month from the effective date of termination of any Order (three months in the case of termination of this Agreement) its termination claim. If Supplier fails to submit its termination claim within such period, Buyer may determine, notwithstanding the provisions of Section 13.4(b) below, on the basis of information available to it, any amount due to Supplier with respect to the termination, and such determination shall be final.

(b) Upon any termination by Buyer under this Section, Buyer shall pay the following amounts to Supplier: (i) the Order price for all Products which have been completed in accordance with the Order and not previously paid for; (ii) the actual costs incurred by Supplier in accordance with the Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of the Order, including the actual cost of work in process and materials delivered to Buyer in accordance with this Section 13.4, and including the actual cost of discharging liabilities which are allocable or apportionable; and (iii) the reasonable costs incurred by Supplier in protecting property in its possession, in which Buyer has or may acquire an interest. Payments made under this Section 13.4(b), exclusive of payments under subdivision (iii) hereof, shall not exceed the aggregate price referenced in the Order, less payments previously made.

(c) Buyer shall have access to Supplier's premises and records, at any time, to verify charges supporting any termination claim.

13.5 Unless otherwise agreed to in writing, the obligations, liabilities, warranties, representations, rights and remedies of the parties that are accrued, made or incurred prior to, or at the time of, any termination or expiration of this Agreement, shall survive such termination or expiration.

Section 14. Miscellaneous

14.1 Supplier shall not, without the prior written consent of Buyer, assign, transfer, or encumber, in whole or in part, any of its rights or obligations under this Agreement or any Order to any third party. Notwithstanding any approval by Buyer,



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Supplier shall remain liable for the full and complete performance of this Agreement and all Orders. This Agreement may be assigned by Buyer without prior notice to Supplier.

14.2 No amendment, modification, termination, or waiver of any provision of this Agreement or any Order shall be effective unless the same is in a writing signed by both parties, and such waiver or consent shall be effective only in the specific instance and for the specific purpose given in the writing. No notice to or demand on Supplier shall of itself entitle Supplier to any other notice or demand in any similar or other circumstances.

14.3 This Agreement and any other document delivered pursuant to this Agreement are being executed and delivered in, and shall be governed by, the laws of the State of Ohio. Any invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not affect the validity and enforceability of any of the other provisions.

14.4 All claims, disputes, or other matters in question between Supplier and Buyer relating to this Agreement shall be decided by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement by a single arbitrator who has experience in the field of automobile parts supply contracts. Within fifteen (15) days following notice by either party commencing arbitration under this section, each party will submit to the other a list of the names and qualifications of three impartial persons who the party believes would be qualified as an arbitrator pursuant to the provisions of this section. If the parties cannot agree on an arbitrator within thirty (30) days after the submission of their lists, an arbitrator meeting the qualifications set forth in this section shall be selected by the AAA. In any arbitration proceeding, each party will, upon the written request of the other party, provide the other with copies of documents relevant to the issues raised by any claim or counterclaim. Other discovery may be ordered by the arbitrator to the extent the arbitrator deems additional discovery appropriate, and any dispute regarding discovery, including disputes as to the need therefor or the relevance or scope thereof, shall be determined by the arbitrator, which determination shall be conclusive. Any award rendered by the arbitrator shall not include any exemplary or punitive damages and shall be final and binding upon Buyer and Supplier. All expenses and fees of the arbitrator and expenses of the arbitration shall be borne equally by both parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Each party shall bear its own counsel fees and the expenses of its witnesses, except to the extent otherwise provided in this Agreement or under applicable law. Notwithstanding the foregoing, each party may initiate and pursue any other legal and equitable remedies with respect to performance under this section or repossession of any Tooling or other



G.S.W. Manufacturing, Inc.

1801 Production Drive
Findlay, OH 45840
Phone (419) 423-7111
Fax (419) 423-8999

property which it owns. Supplier specifically agrees that any arbitration or litigation under this Agreement shall be instituted and conducted in Columbus, Ohio, and Supplier hereby consents to the exercise of jurisdiction by any panel or court situated there. The foregoing agreement to arbitrate shall be specifically enforceable under the prevailing law.

14.5 This Agreement shall apply to all transactions between Supplier and GSW Manufacturing, Inc. an Ohio corporation ("GSW"), and when designated in writing by GSW, all transactions involving Supplier and GSW de Mexico or GSW de Guanajuato both subsidiaries of GSW. In such circumstances, GSW is the designated agent of those subsidiaries. In the event that this Agreement is executed below only by GSW de Mexico or GSW de Guanajuato, this Agreement shall apply to GSW de Mexico or GSW de Guanajuato, and all references in this Agreement to "Buyer" shall refer to either GSW de Mexico or GSW de Guanajuato, respectively, rather than GSW.

14.6 Supplier shall notify Buyer in writing not less than 3 months prior to the expiration of any Supplier labor contracts.

[The next pages are signature pages]



G.S.W. Manufacturing, Inc.

1801 Production Drive
Findlay, OH 45840
Phone (419) 423-7111
Fax (419) 423-8999

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the effective date set forth above.

GSW MANUFACTURING, INC.

SUPPLIER:_____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____



G.S.W. Manufacturing, Inc.

1801 Production Drive
Findlay, OH 45840
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Fax (419) 423-8999

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the effective date set forth above.

GSW de Mexico

SUPPLIER: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____



G.S.W. Manufacturing, Inc.

1801 Production Drive
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the effective date set forth above.

GSW de Guanajuato

SUPPLIER: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____