



1. The Contract

1.1 Parties. “**Supplier**” means Dana Belgium NV. “**Buyer**” means any buyer of the Services (as defined below).

1.2. Offer and Acceptance. Supplier will issue a quotation (“**Quotation**”) setting out the services offered by Supplier, including testing services where appropriate (“**Services**”). Where Services are offered via Buyer’s interaction with Supplier’s online portal, the Quotation consists of the description of the Services described on that online portal together with any further information set out in the ordering process on that online portal. Each purchase order Buyer issues (“**Purchase Order**”) is deemed to be Buyer’s acceptance of Supplier’s offer in the Quotation. The Quotation and the Purchase Order together with these General Terms and Conditions and any other documents specifically incorporated in the Quotation or separately agreed to in writing will become a binding contract between Buyer and Supplier (collectively, the “**Contract**”). If Buyer proposes alternate or additional terms in the Purchase Order, the Purchase Order will become part of the Contract only if and when Buyer and Supplier mutually agree in writing, even if Supplier commences or has commenced performance under the Purchase Order. Specific terms and conditions on the Quotation and the other documents comprising the Contract will take priority over any inconsistent provision in these General Terms and Conditions.

1.3. Changes. Buyer or Supplier may from time to time suggest reasonable changes, within the scope of the Contract. The parties will seek to mutually agree upon an equitable adjustment to the Contract prices and times for performance as a result of suggested changes. Contract changes must be in writing signed by authorized representatives of each party. If, despite diligent and good faith negotiations, the parties fail to agree on the acceptance of a proposed change within fourteen (14) days of the date of a written change request, Supplier will continue performing the Services without the requested changes.

1.4 Schedules. Supplier will use its reasonable efforts to perform the Services in accordance with schedules that are set out in the Quotation. However, Buyer acknowledges that all schedules and due dates provided in the Quotation are indicative only, and are subject to change.

2. Personnel and Equipment

2.1 Duties Regarding Its Employees. Supplier will provide proper instruction to its personnel to perform the Services. Supplier will be solely responsible for directing and supervising its personnel in performing the Services; for maintaining discipline and order among them; and for assuring that they comply fully with the provisions of this Contract. Supplier will be solely responsible for all wages and benefits payable or due to its personnel; for the withholding of all taxes normally pertaining to payroll costs or deductions; and for all insurance costs in relation to its employees.

2.2 Duties Regarding Third Parties. While on or about the premises of Buyer, whether in the course of performing the Services or otherwise, Supplier will at all times (i) protect all persons and property from injury or damage; (ii) take all necessary precautions to prevent accidents or injury to any person or property; and (iii) comply with all applicable laws and regulations (including, but not limited to, environmental and health and safety laws and regulations) and with any health and safety or other workplace rules established by the party occupying the premises.

2.3. Equipment. Unless the parties agree otherwise in writing, Supplier will, at its cost, provide, maintain, and replace as necessary, those supplies and equipment necessary for the performance of the Services.

2.4 Training. Supplier represents and warrants that it will take appropriate steps to assure that the individuals performing the Services are properly trained to perform the Services, and properly protected with regard to any safety risks or exposure to hazardous materials that may occur as a result of the performance of the Services.

3. Compensation

Buyer will pay Supplier in accordance with the fees set out in the Quotation. If compensation is based on the amount of time spent performing the Services, Supplier shall maintain detailed time records, in a format reasonably acceptable to Buyer, identifying the individual performing the services, the date and number of hours Services were performed, and a description of the Services. Supplier will invoice Buyer monthly for all Services performed in the prior month. Buyer will pay all undisputed invoices in accordance with the payment terms set out in the Quotation. In the event that the Quotation does not contain a reference to payment terms, Buyer will pay invoices within 30 days of the date of the invoice.



4. Warranties

Supplier warrants that the Services will (i) be performed in a good and workmanlike manner and in accordance with best professional standards, (ii) be performed in accordance with all applicable laws and regulations; (iii) and conform to all requirements of the Contract.

5. Confidentiality.

Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data of any kind which are supplied or disclosed by either party to the other party in connection with the Contract, or acquired by Supplier during the course of performing Services ("**Confidential Information**"), will be deemed confidential and proprietary to, and remain the sole property of the disclosing party. Neither party may disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Contract without the written consent of the disclosing party. Confidential Information will not include information that (1) is or becomes generally available to the public other than as a result of a violation of this Section 5 by a party, (2) was obtained by a party on a non-confidential basis from a third party who had the apparent right to disclose it, or (3) is legally required to be disclosed. The parties will each use the same degree of care to safeguard Confidential Information that they use to protect their own Confidential Information from unauthorized access or disclosure (but not less than a reasonable degree of care). Upon request by either party, the other party will promptly return or destroy the original and all copies of Confidential Information received.

6. Status of Parties.

Supplier is an independent contractor and not an employee, agent, partner or a joint venturer with Buyer. Supplier is solely responsible for performing the Services undertaken in this Agreement, and will exercise its own discretion in the method and manner of performing its obligations hereunder.

7. Assignment.

Neither party will subcontract or assign, in whole or in part, any Purchase Orders or releases or any of its obligations or rights hereunder without the other party's prior written consent, and any attempted assignment without such consent will be void and unenforceable.

8. Termination.

8.1 For Convenience. Either party may, at its option, terminate all or any part of this Contract at any time and for any reason or for no reason by giving three (3) months' written notice to the other party. In such case the parties will negotiate in good faith concerning payment by Buyer of any costs incurred by Supplier specifically for this Contract, it being understood that under no circumstances will either party be liable for any incidental or consequential damages, including lost profits.

8.2 Insolvency. Either party may immediately terminate the Contract and any Purchase Order or release without liability to the other party in the case of any of the following or any other comparable events: (a) insolvency of the other party; (b) filing of a voluntary petition in bankruptcy by the other party; (c) filing of any involuntary petition in bankruptcy against the other party; (d) appointment of a receiver or trustee for the other party; or (e) execution of an assignment for the benefit of creditors by the other party, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. The terminating party will be entitled to be reimbursed by the other party for all costs incurred by the terminating party in connection with any of the foregoing, including, but not limited to, all attorney or other professional fees.

8.3 Default. Either party may terminate all or any part of the Contract or any Purchase Order or release, without liability to the other party, if the other party materially breaches any of the terms of the Contract; and does not correct such breach within 30 days (or such shorter period of time as may be commercially reasonable under the circumstances) after receipt of written notice from the terminating party specifying such failure or breach.

9. Intellectual Property.

9.1 Reports and Work Product. Unless otherwise agreed in writing to the contrary, all reports and memoranda prepared by Supplier ("Work Product") will remain the property of Supplier. Supplier grants Buyer a right to use the Work Product for the purposes contemplated by the Contract only.

9.2 Discoveries. The parties will mutually agree in relation to the ownership of ideas, methods, procedures, improvements, inventions and discoveries (collectively, "Discoveries") which Supplier makes, conceives or first reduces to practice during the performance of the Services hereunder. In cases



where it is agreed that such Discoveries are the property of Buyer, Supplier will execute such documents and provide such assistance as Buyer may reasonably require to establish, maintain and enforce its rights in and to such Discoveries, including, without limitation, assistance in obtaining patents and copyrights in the name of Buyer or Buyer's assignee. Supplier will promptly advise Buyer in writing of the details of any such Discovery. This Section applies only to Discoveries with respect to the Services. Nothing herein restricts Supplier from using general know-how not specifically related to the Services to be performed hereunder or gives Buyer any right in or to any proprietary or confidential information and/or patented technology of Supplier.

10. Excusable Non-Performance.

A delay or failure by either party to perform its obligations under the Contract will be excused, and will not constitute a material breach of this Contract, only if (1) caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence, and (2) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that it has occurred or will occur. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

11. Governing Law and Choice of Venue.

Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the laws of the State of Ohio, USA regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Any disputes arising from this Contract which cannot be resolved between the parties will be dealt with by the courts of Ohio, USA.

12. Miscellaneous.

12.1 Advertising. During and after the term of the Contract, neither party will advertise or otherwise disclose its relationship with the other party or the other party's customers without the other party's prior written consent, except as may be required to perform obligations under the Contract or as required by law. Neither party will use the other party's name, photographs, logo, trademark, or other identifying characteristics or that of any of its subsidiaries or affiliates without the other party's prior written approval.

12.2 Electronic Communication. Buyer will comply with the method of electronic communication specified by Supplier in the Quotation and confirmed in the Contract, including requirements for Purchase Order transmission, electronic signature, and communication. Buyer will also make commercially reasonable efforts to comply with any modification to Supplier's specified method of electronic communication after the date of the Contract.

12.3 No Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

12.4 Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract. Unless and to the extent specifically incorporated into the Contract, Supplier rejects, in advance, all terms and conditions contained on Buyer's Purchase Order and/or any Buyer documents posted on internet web sites. This Contract will apply to all provision of Services by Supplier unless specifically modified or waived in writing. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties.

12.5 Notices. Any notice required by the Contract must be in writing and sent by recorded delivery to the relevant party's normal business address. Notices will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day. Unless otherwise agreed by the parties, email will not be acceptable as a valid method for delivery of notices, although it is acknowledged that notices may be copied to the relevant party by email for information only.

12.6 Website Documents. All documents or requirements referenced by Supplier in the Quotation or located at Supplier's online portal (if any), including any updates thereto made by Supplier, are incorporated herein by reference as if set forth in full and are binding on Buyer, and Buyer acknowledges having access to such documents or requirements.