

Hirschmann Car Communication Inc. Purchase Order Terms and Conditions

These Terms and Conditions ("Terms and Conditions") shall govern all transactions between Hirschmann Car Communication ("HCC") and Seller, subject to any terms and conditions appearing on the face of a separate purchase order ("Purchase Order") issued by an authorized representative of HCC's Supply Chain Department. By accepting HCC's Purchase Order as provided herein, Seller agrees to be bound by the Terms and Conditions outlined below.

1. Acceptance. Acceptance of HCC's Purchase Order is limited to the terms contained in the Purchase Order as supplemented by these Terms and Conditions. Additional terms on Seller's form are objected to and rejected and shall be deemed a material alteration thereof, unless expressly agreed to in writing by an authorized representative of HCC's Purchasing Department. Performance by Seller shall constitute acceptance of HCC's Purchase Order, including all Terms and Conditions contained herein.

2. Products; Prices.

a. Prices. The products and/or services supplied (the "Products") and their prices are set forth in the Purchase Order.

b. Price Warranty. Seller warrants that the prices for the Products sold hereunder are not less favorable than those currently extended to any other customer for the same or similar products in similar quantities. In the event Seller reduces its prices for such Products prior to accepting HCC's Purchase Order or during the term of performance of any Purchase Order for services, Seller agrees to reduce the prices hereof accordingly. Seller warrants that the prices shown in the Purchase Order shall be complete and no additional charges shall be added without HCC's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating.

c. Price Protection. If a decrease in the price for any Product becomes effective after Seller accepts a Purchase Order for the Product, but before Seller has shipped the Product, the price HCC will pay will be the price in effect when the Seller ships the Product to HCC. In the event of a price decrease, Seller will grant to HCC a credit with respect to Product then in HCC's inventory. The price protection credit will be equal to the difference between the price originally paid by HCC and the new adjusted price of the Product less any previously issued credits. If an increase in the price for any Product becomes effective after Seller accepts a Purchase Order for the Product but before Seller has shipped the Product, the price HCC will pay will be the price in effect when the Seller accepted the Purchase Order from HCC.

d. Changes. HCC shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost of or item required for performance, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly; provided, however, that Seller shall not be allowed any adjustment based on its loss of anticipated profits. Seller agrees to accept any changes subject to this paragraph. Changes shall not be binding upon HCC except when confirmed in writing by an authorized representative of HCC's Purchasing Department. Seller shall not substitute other materials or revise specifications for those specified in a Purchase Order without the prior written consent of HCC. Changes made by Seller without HCC's authorized written consent shall be made at the sole risk of Seller with no right of financial or other recourse against HCC.

e. Cancellation. HCC may cancel any Product to be delivered under any Purchase Order, without becoming subject to any cancellation fee or other liability, at any time prior to shipment by Seller by providing Seller with notice of such cancellation electronically, by facsimile or by mail.

3. Delivery. Time is of the essence. Seller agrees to deliver the Products on the date(s) set forth in the Purchase Order. HCC may request expedited delivery. Unless otherwise specified in the Purchase Order, shipping terms shall be Free Carrier point of origin (FCA, Incoterms 2000) and title and risk of loss will pass to HCC upon delivery of Products to the carrier. If the Purchase Order specifies HCC's location as the point of delivery, shipping terms shall be Delivered Duty Paid (DDP, Incoterms 2000) and Supplier will bear risk of loss or damage and title shall not pass to HCC until actual delivery of the Products at HCC's location as identified in the Purchase Order. HCC reserves the right to refuse shipments made before or after the date set forth in the Purchase Order. If the delivery of the Products is not completed on time, HCC reserves the right, in addition to its other rights and remedies, and without liability, to terminate the Purchase Order as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere at the expense of Seller or to direct Seller to ship by the most expeditious means available at Seller's risk and expense. Acceptance of deliveries not in

conformance with the Terms and Conditions contained herein shall not be deemed a waiver of HCC's right to hold Seller liable for any loss or damage to HCC or modify Seller's obligation to make future deliveries in conformance with the terms herein. Shipments which do not conform to the Terms and Conditions stated herein may be returned to Seller and Seller shall pay HCC for all handling and transportation costs incurred in connection therewith. Seller shall bear all costs of shipping, transportation and packing unless otherwise agreed to in writing by an authorized representative of HCC's Supply Chain Department.

4. Hazardous Substances; Labels. Seller will notify HCC in writing upon receipt of this purchase order if the products are subject to laws or regulations relating to hazardous or toxic substances, hazardous waste disposal, or to any other environmental or safety and health regulations. Seller will furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal (including without limitation material data safety sheets) in a form understandable by HCC's non-technical personnel and in enough detail to identify all action that the user must take concerning the material. All labels must conform to the ANSI Z535 standard for product safety labels or another standard acceptable to HCC.

5. Inspection and Acceptance. Products shall conform to the descriptions and specifications contained in the Purchase Order and any applicable appendix thereto. Acceptance by HCC will occur (i) for Services or Products installed by Seller, upon completion to the satisfaction of HCC of any acceptance tests or programs described in the Purchase Order or attachments thereto, as evidenced by any acceptance certificate signed by HCC; or (ii) for Products not installed by the Seller, on the thirtieth (30th) day following receipt of the Products by HCC, unless Seller is notified in writing within this period that, in HCC's sole judgment, the Products do not conform to Seller's specifications, in which event HCC may return the Products to Seller, freight collect, and be refunded all advance payment made therefor. Receipt and payment for goods or services will not constitute acceptance of the goods or waiver of claims for non-conformity. The foregoing will not relieve Seller from the obligation of testing, inspection and quality control before goods are shipped. HCC agrees that it will notify Seller in writing within 30 days after receipt of goods or discovery of nonconformance, which notice Seller agrees is reasonable.

6. Packaging and Shipping Requirements. Seller shall comply with HCC's packaging, routing and shipping instructions. If such instructions are not attached hereto or have not been previously received, Seller shall promptly request instructions from HCC.

7. Quality; Inspection. HCC may inspect and evaluate all goods (including all tooling and material used in their manufacture), and all services at times and places designated by HCC. Seller will provide and maintain a quality assurance system acceptable to HCC. HCC has the right to enter Seller's facility at reasonable times to inspect the facility, goods and materials relating to this purchase order, and any inspection will not constitute acceptance or affect HCC's rights.

8. Payment Terms/Invoicing. Payment will be made net 60 days from the date HCC receives a correct invoice or the Products, whichever is later. Unless otherwise agreed to in writing by the parties, an invoice shall not be issued prior to shipment of Products. Credit and discount periods will be computed from the date of receipt of the correct invoice or the date the Products are received, whichever is later, to the date HCC's check is mailed or payment is otherwise made. Unless freight and other charges are itemized, the discount will be taken on the full amount of the invoice. Invoices must be received promptly, cover not more than one Purchase Order and be addressed to Hirschmann Car Communication at the address set forth on the face of the Purchase Order or as instructed by Hirschmann Car Communication from time to time. Seller shall attach to the invoice the original bill of lading and, if HCC is to reimburse Seller for transportation charges, the receipted freight bill. All taxes to be paid by HCC must be separately itemized on the invoice. An invoice may be rejected for non-compliance with any of the Terms and Conditions, and in that event discount and payments will date from the time the corrected invoice is received by HCC. Any credit memos due HCC or HCC's credit organization shall be transacted within five (5) business days.

9. Claims Adjustment. In addition to any right of setoff or recoupment provided by law, HCC may at any time and without notice deduct or set-off claims by Seller (or its assignee or financing institution) for amounts due or to become due from HCC against any claims that HCC has or may have arising out of this or any other transaction between HCC and Seller.

10. Warranties.

a. Products. Seller represents and warrants (i) that the Products fully conform to Seller's specifications and descriptions contained in the Purchase Order and any attachment thereto, and (ii) that the Products shall be merchantable and free from defects in workmanship and material. If Seller has been informed of the use of the Products, Seller warrants that the Products furnished hereunder are suited and appropriate for such use. These warranties shall remain in effect for a period of five (5) years from acceptance of the product by HCC

as defined in Section 5 above. During this warranty period, Seller shall promptly and without additional charge repair or replace the Products or any part thereof which fails to function in accordance with Seller's specifications. Seller warrants that it has and will convey to HCC good title to the Products, free and clear of all liens and encumbrances and that the manufacture, production, installation and sale or license to, and use by, HCC of the Products are in compliance with any and all federal and state laws, rules and regulations.

b. Services. Services will be performed in a workmanlike and professional manner by employees or subcontractors of Seller having a level of skill commensurate with the requirements of the agreed upon Scope of Work and shall comply with HCC's specifications as described in the Purchase Order or any attachment thereto. These warranties shall remain in effect for a period of one (1) year from acceptance of the Services by HCC as defined in Section 5 above. During this warranty period, in addition to such other rights and remedies that HCC may have hereunder or by law, Seller shall promptly and without additional charge re-perform the Services or any part thereof which fails to conform to HCC's specifications. Seller warrants that its performance of services do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

c. Software. Unless: (i) authorized in writing by HCC; or (ii) necessary to perform valid duties under applicable software documentation, any software provided to HCC by Seller will: (a) contain no hidden files, (b) not replicate, transmit or activate itself without control of a person operating computing equipment on which it resides; (c) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and (d) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under a Purchase Order, based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria. If any program has any of the foregoing attributes, Seller will be in default of the Purchase Order, and no cure period will apply. In addition to any other remedies available to it, HCC reserves the right to pursue any civil and/or criminal penalties available to it against the Seller.

d. Intellectual Property. Seller warrants that the goods or services sold will not infringe any U.S. or foreign patent and/or any third party intellectual property right, and Seller will, at its expense, defend, indemnify and save HCC harmless from and against any loss, damage, expense or liability, including attorney fees and costs, that results from any infringement or alleged infringement. Seller expressly waives any claim against HCC that an infringement arose out of compliance with HCC's specification. If any of the goods or services furnished to HCC become the subject of an alleged infringement of a patent or third party intellectual property right, Seller shall, at its expense, either procure for HCC the right to continue using the goods or services; replace or modify them so that they are non-infringing; or refund HCC's full purchase price.

e. Additional Warranties.

- i. These warranties shall be in addition to any other warranties, express, implied or statutory. All warranties shall run to HCC, its customers and subsequent owners of goods or products to which they relate. There are no exclusions, limitations or disclaimers of warranty other than those that may be expressly recited therein or in the Purchase Order. All warranties shall be construed liberally in favor of HCC. Notice of breach shall be deemed sufficient if given by HCC within one hundred eighty (180) days after the discovery thereof by HCC, may be given orally or in writing, and need only inform Seller that the goods or services are troublesome, need repair or must be watched; said notice need not include a clear statement of all objections that shall be relied upon by HCC as the basis for breach. All warranties shall be construed as conditions as well as promises.
- ii. The warranties expressed herein shall be construed as consistent and cumulative with each other and with all warranties implied by law. It is the intent of HCC and Seller that if any warranties are held to be inconsistent, HCC may, at any time, including in the course of a suit for breach, select which of them shall be excluded from the Purchase Order.

f. Limitation of Liability.

- i. HCC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM ITS PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF HCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- ii. Any action resulting from any breach on the part of HCC must be commenced within one year after the cause of action has accrued.
- iii. HCC's liability on any claim of any kind for loss or damage arising out of, in connection with or resulting from the Purchase Order shall in no case exceed the price of the particular Products or Services giving rise to the claim.

11. Indemnification. Seller agrees to indemnify and hold harmless HCC, its directors, officers, employees and agents, from and against any and all claims or liability (other than liability solely due to the negligence of HCC), including reasonable attorneys' fees, arising out of or resulting in any way from any defect in the Products provided hereunder or from any act or omission of Seller, its agents, employees or subcontractors, including but not limited to (i) the negligence or willful misconduct of the Seller, its agents or employees, (ii) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Seller for wages and benefits, which occur in connection with the performance by Seller, and (iii) the sale or license to or by, or use by, HCC, of the Products, including but not limited to any claim alleging the violation or infringement of any third party's patent, copyright, trademark, trade secret or any other proprietary rights. Seller's obligation to indemnify HCC shall survive the expiration or termination of the Purchase Order by either party for any reason. Seller may, at its option, conduct the defense of any third party action and HCC will cooperate with Seller's defense. If the use or sale of any Product is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that HCC may have hereunder or by law, Seller, at no expense to HCC, shall obtain for HCC and its customers the right to use and sell said item, or shall substitute an equivalent item, acceptable to HCC, and extend this indemnity with respect to such item. In the event that Seller is unable to secure such rights of use or to secure an equivalent item as a substitute for HCC or its customers, Seller will indemnify HCC and its customer for any and all losses or damages sustained by reason of such injunction.

12. Work on HCC's Premises. If any purchase of Products involves work by Seller on HCC's premises, Seller will comply with all safety and security regulations of HCC and shall take all precautions required to prevent injury to persons or property during such installation or work.

13. Insurance. Seller will provide worker's compensation, comprehensive general liability, automobile, public liability, freight/cargo, and property damage insurance in amounts and coverages sufficient to cover all claims hereunder. Such policies will name HCC as an additional insured and contain endorsements stating that the policies are primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for HCC. HCC may require Seller to furnish evidence of the foregoing insurance but failure to comply with these insurance requirements will not relieve Seller of its liability and obligation under this clause. Upon request by HCC, Seller shall deliver copies of the certificate(s) of insurance specified above to HCC. Such certificate(s) shall stipulate that the insurer(s) will provide HCC with at least thirty (30) days prior written notice, via certified mail, of any material change, non-renewal or cancellation of coverage.

14. HCC Owned Tooling. All patterns, tools, dies, or other material furnished by HCC to Seller, or which are specifically paid for by HCC, and any replacement thereof, or anything affixed or attached thereto, shall be and remain HCC's personal property. Such property shall be plainly marked or otherwise adequately identified by Seller as property of HCC, tagged as such, and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for such and shall not use such property except for filling HCC's order. While in Seller's custody or control, such property shall be held at Seller's risk, maintained in accordance with good commercial practice, and subject to removal at HCC's request. Except for reasonable wear and tear, Supplier shall be responsible for, and shall promptly notify HCC of, any loss or damage. Seller will keep such tooling or property in its possession and/or control fully covered by insurance, free of liens and encumbrances and will replace such tooling or property when lost, damaged or destroyed. HCC shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. All requests for reimbursement for tooling costs are subject to review, approval and audit by HCC.

15. Ownership of Work Product. If a Purchase Order involves performance by Seller of engineering, installation, maintenance or other services, all drawings, specifications, magnetic or electronic media, calculations, work, ideas, inventions, discoveries, processes and improvements, computer programs, operating instructions, notes, and all other documentation or work product (whether or not patentable) created, conceived or first reduced to practice by Seller's personnel, alone or with others, in connection with services rendered for HCC ("Work Product") resulting from performance of the services called for by a Purchase Order will be the property of HCC with HCC owning the copyright and all other proprietary rights to the Work Product. All originals and copies of the Work Product will be delivered to HCC upon the earliest of the completion of the services, the termination or suspension of the services, or the written request of HCC. Seller agrees to execute, without further consideration, assignments or other documents that may be necessary to establish HCC's ownership of the Work Product. Seller

will cooperate with HCC or its designees and execute documents of assignment, declarations, and other documents which may be prepared by HCC, and take other necessary actions as reasonably directed by HCC, to effect the foregoing or to perfect or enforce any proprietary rights resulting from or related a Purchase Order. Seller will be deemed to have assigned and conveyed to HCC the entire right, title, and interest in and to such work including work created prior to the date of the Purchase Order, including the copyrights therein and any copyright renewals. Such cooperation and execution will be performed without additional compensation to Seller; provided, however, HCC will reimburse Seller for reasonable out-of-pocket expenses incurred at the specific request of HCC. At HCC's request, Seller will cause each of Seller's employees charged with performance of services for HCC or granted access to confidential information to execute an agreement recognizing HCC's ownership rights and concurring with the obligations of Seller as set forth in these Terms and Conditions. By commencing to provide any services called for by a Purchase Order, Seller will be deemed to grant HCC a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual license to use, copy, modify and distribute all Seller property provided to HCC as part of or embedded in the Work Product.

16. Software Product Licenses.

a. Hardware Purchases. Unless other terms are specifically agreed to in writing by the parties, Seller grants to HCC a non-exclusive, royalty-free, perpetual license to use the operating systems and related software associated with any and all hardware purchased by HCC. This license is non-transferable except if the Products shall be sold or resold to any third party.

b. Software Licenses. Unless other terms are specifically agreed to in writing by the parties, Seller grants to HCC a non-exclusive, royalty-free, perpetual license to use and distribute the Products described in the Purchase Order and any attachments thereto, including any modifications, additions or improvements to the version or versions of the Products which Seller has licensed HCC to use and distribute and materials, documentation and technical information identified in the Purchase Order and any attachments thereto and provided to HCC by Seller for use in connection with the Products. HCC owns all rights to any data or results generated as a result of the use of any software and may use, execute, display, copy, manipulate and create derivatives of any data or results generated as a result of the use of the software.

17. Competitive Clause. Seller will ensure that the goods or services will remain competitive in terms of price, technology, design and quality with any similar goods or services available to HCC. If, in the reasonable opinion of HCC, the goods or services do not remain competitive, HCC, to the extent it is free to do so, will advise Seller in writing of the area(s) in which another product or service from another source is more competitive with respect to price, technology, design or quality. If within 30 days, Seller does not agree to sell the goods or services to HCC with comparable price, technology, design or quality, HCC may immediately terminate this Purchase Order and purchase the goods or services from another source without liability to Seller.

18. Termination.

a. Default. HCC may terminate the Purchase Order, in whole or in part, if (i) Seller fails to deliver the Products or perform the Services within the time specified in the Purchase Order or herein, or any extensions thereto; or (ii) Seller fails to perform any of its other obligations under the Purchase Order or fails to make progress so as to endanger performance of the Purchase Order in accordance with its terms; or (iii) Seller's financial condition shall become such as, in the sole judgment of HCC, to endanger performance of the Purchase Order, provided that, with respect to (ii) and (iii) Seller shall fail to remedy such condition within seven (7) days of notice from HCC.

b. Acts of Insolvency. HCC may terminate the Purchase Order by written notice to the Seller if the Seller becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has sold a substantial part of its assets or wound up or liquidated, voluntarily or otherwise.

c. Force Majeure Event. In the event that either party is unable to perform any of its obligations under the Purchase Order, or to enjoy any of its benefits because of (or if loss of the Products is caused by) natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of, or that could not reasonably have been prevented or avoided by, the affected party (hereinafter referred to as a "Force Majeure Event" or "Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under the Purchase Order shall be immediately suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate the Purchase Order. Except as

provided herein, delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Event.

d. Cover. In the event of HCC's termination, in whole or in part, HCC may procure, upon such terms and conditions as HCC deems appropriate, Products or Services similar to those so terminated, and Seller shall be liable for the excess costs incurred by HCC. Notwithstanding the foregoing, Seller shall continue performance of its obligations under this Purchase Order to the extent not canceled by HCC.

e. Termination for Convenience. HCC reserves the right, at any time, to terminate the Purchase Order, or any part thereof, for its sole convenience. In the event of such termination, Seller shall immediately stop all work thereunder and shall immediately cause any supplier or subcontractor to stop work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination or any costs incurred by Seller, its suppliers or subcontractors, which Seller could reasonably have avoided. If it should be determined that HCC improperly terminated the Purchase Order under paragraphs (a)-(d) of this Section 18, such termination shall be deemed to be for HCC's convenience.

f. Remedies. The rights and remedies of HCC provided in this Section 18 shall not be exclusive and are in addition to any other rights or remedies provided for under the Purchase Order, these Terms and Conditions, or under law. No waiver of any of HCC's rights or remedies will be effective unless set forth expressly in writing by HCC. In addition to any other rights and remedies provided for under the Purchase Order, these Terms and Conditions, or under law, the following remedies are available to HCC:

- i. Should any goods fail to conform to any applicable warranties, Seller will reimburse HCC for all actual, special, incidental and consequential damages caused by the nonconforming goods including, without limitation, costs, expenses and losses incurred by HCC: (i) in inspecting, sorting, testing, repairing or replacing the nonconforming goods; (ii) resulting from production interruptions; (iii) in conducting recall, corrective service actions or similar remedial actions; and (iv) in connection with claims for personal injury (including death) or property damage caused by the nonconforming goods.
- ii. Except to the extent a Purchase Order involves stock goods that are sold by Seller to others, Seller acknowledges and agrees that money damages will not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to its delivery of goods to HCC and that, in addition to all other rights and remedies which HCC may have, HCC will be entitled to specific performance and temporary, preliminary and permanent injunctive and other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.
- iii. HCC will have the right to cancel all or any portion of any Purchase Order without any liability to Seller if delivery is not made or services are not provided within the time stated in the Purchase Order and Seller will be liable to HCC for any losses incurred.

19. Seller Support to HCC. The Seller agrees to provide HCC with all assistance, advice and training reasonably required to permit HCC to use and operate the Products. Seller's published charges then in effect shall apply for such support. Seller warrants that the items purchased under the Purchase Order, including any subassemblies and spare parts, shall be available to HCC and its customers during the operational life of the items purchased. In the event Seller discontinues manufacture of the aforementioned items, subassemblies and spare parts therefor and does not provide for another qualified source, Seller shall make available to HCC all drawings, specifications, data and know-how which will enable HCC or its customers to manufacture or procure said items under a royalty-free license which is hereby granted. Seller shall support the items purchased hereunder during the operational life of the items. Said support includes, but is not limited to, technical service and maintenance of Seller's stock of subassemblies and spare parts as may be required to be purchased by HCC to support the operation of the items.

20. Non-Solicitation; No Hiring. During the term of the Purchase Order, and for 6 months thereafter, Seller will not directly or indirectly solicit for employment, or hire or contract with, any employee, consultant or subcontractor ("Staff") of HCC who becomes known to Seller in connection with performance hereunder. In the event Seller, or any affiliate of Seller hires or contracts with any Staff person of HCC contrary to this Section, Seller agrees to pay to HCC, as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which said Staff person received from HCC during the last six (6) month period preceding such hiring or contracting. If said Staff person worked for HCC for a period of

fewer than six (6) months, the payment will be six (6) times the average monthly compensation for the period worked.

21. Documentation Reproduction. HCC shall have the right to reproduce all instructions, manuals or other materials provided by the Seller in connection with the Products, provided that the reproduction is solely for its internal use.

22. Taxes. Unless otherwise agreed in writing, or prohibited by law, Seller shall pay and has included in the price any federal, state or local tax, transportation tax or other tax required to be imposed on the Products.

23. Customs. Seller will promptly notify HCC in writing of material or components used by Seller in filling this order that Seller purchases in a country other than the country in which the goods are delivered to HCC. Seller will furnish HCC with any documentation necessary to establish the country of origin and to substantiate the use of any applicable program providing for free or reduced rates of duty. Seller will promptly advise HCC of any material or components imported into the country of origin and any duty included in the purchase price of the goods. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Seller's suppliers and export credits, to the extent transferable to HCC, are the property of HCC. Seller will provide all documentation and take any necessary steps to drawback any duty, taxes or fees paid to, and to receive export credits from, the government of the country of origin upon exportation of the goods from such country. Seller will provide HCC or the appropriate governmental authority all documentation and information required by law or regulation to determine the appropriate duty to be paid upon the importation of the goods into any country, to obtain any refunds or drawbacks of duties paid, and to otherwise comply with laws and regulations regarding import and export. Seller warrants that the information regarding the import or export of the goods supplied to HCC is true and correct and that all sales covered by this order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported. Seller will comply with the requirements of the Customs Trade Partnership Against Terrorism (C-TPAT) initiative.

24. Confidential and Proprietary Information. Seller agrees that information concerning HCC's business (including that of all corporate affiliates) is "Confidential and Proprietary Information," and Seller agrees that it will not permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee of the Seller who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by HCC in writing. Seller shall not advertise or release any statement mentioning HCC or the fact that Seller has contracted to furnish Products to HCC without the prior written consent of HCC. Upon completion of Seller's performance, termination of the supply relationship, or upon HCC's request, Seller shall return all Confidential and Proprietary Information to HCC. Notwithstanding the foregoing, HCC shall have the right to use any information concerning Seller's products, manufacturing methods, or processes which Seller shall disclose to HCC without restriction during the performance of the Purchase Order.

25. Assignment. Seller shall not assign or subcontract its obligations under the Purchase Order, in whole or in part, or any interest therein, without HCC's written consent. If HCC consents to any assignment or subcontract, Seller shall remain liable and responsible for all of its obligations hereunder, and shall guarantee performance by its assignee or subcontractor.

26. Relationship of the Parties. In performing under the Purchase Order, Seller shall be an independent contractor, and nothing in the Purchase Order shall be construed as creating or establishing any other relationship between the parties. Seller shall, at its own expense, comply with all laws and regulations and assume all liabilities or obligations imposed by any laws or regulations with respect to its employees and the Products furnished pursuant to the Purchase Order.

27. Amendment or Modification. These Terms and Conditions, together with any terms and conditions contained in the Purchase Order, may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of HCC's Purchasing Department. Each shipment received by HCC shall be deemed to be received only upon the Terms and Conditions contained herein, notwithstanding any terms and conditions contained in any order, acknowledgement, invoice or other writing received from Seller and notwithstanding HCC's act of acceptance or payment for any shipment. No course of dealing or usage of trade shall be applicable unless expressly incorporated into the Purchase Order by an authorized representative of HCC's Purchasing Department.

28. Returns. HCC will be permitted to return Products within 60 days of delivery at the price paid by HCC with no restocking or return fees provided that the Products are unused and in condition to be resold.

29. Audit. Seller shall keep complete and accurate records of all costs of performance under the Purchase Order, which shall be subject to inspection and audit by HCC in the event of termination or equitable adjustment or with respect to any Purchase Order for which the price is based on time and cost of materials.

30. Miscellaneous.

a. Use of Name. Neither party shall use the name of the other for advertising or other such purposes without the prior written approval of the other party.

b. Applicable Law. The Purchase Order shall be governed by the laws of (and all actions hereunder shall be brought in) the State of Michigan (without reference to such state's choice or conflict of laws provisions), including such state's Uniform Commercial Code, except that, to the extent any provision of the Purchase Order shall be inconsistent therewith, the terms of this Purchase Order shall be controlling. Seller agrees that any dispute or cause of action which arises in connection with the Purchase Order shall be brought before a court of competent jurisdiction in the State of Michigan and hereby consents to the personal jurisdiction of such court and waives any argument with respect to venue or convenience of forum. Pending resolution of such dispute, Seller shall proceed with performance of its obligations under the Purchase Order, and with any written directions of HCC.

c. Instructions. During the term of the Purchase Order, the Seller will, and will be responsible for ensuring that its employees, servants and agents will, whenever on HCC's premises, obey all reasonable instructions and directions issued by HCC.

d. Severability. Any invalidity, in whole or in part, of any provision of the Purchase Order shall not affect the validity of any other of its provisions.

e. Notices. Legal notices to HCC shall be deemed given when delivered by certified mail addressed to Hirschmann Car Communication at the address set forth on the face of the Purchase Order or as instructed by Hirschmann Car Communication from time to time, Attention: Legal Department. Any other notice of a general business nature shall be deemed given when sent by U.S. mail, by fax, recognized overnight courier service or electronically, to the same address, marked: Attention: Supply Chain Department. Unless otherwise agreed to by the parties in writing, all notices to Seller shall be deemed given when sent by U.S. mail, by fax, recognized overnight courier service or electronically to the Seller's address which appears on the face of the Purchase Order.

f. Waiver. No term or provision hereof shall be deemed waived or modified and no breach excused unless such waiver, modification or consent shall be in writing and signed by the party claimed to have waived or consented.

g. Duration. The provisions of this Purchase Order shall continue to be applicable notwithstanding the transfer of title to the Products.

h. Entire Agreement. The Purchase Order, as supplemented by the Terms and Conditions, constitutes the entire agreement between the parties relating to the purchase of the Products, regardless of any inconsistent or additional terms in any other document, and supersedes all previous understandings, negotiations and proposals.

i. Compliance with Laws. Seller represents that, in performing the Purchase Order, it has complied with all applicable federal, state and local laws, ordinances, rules and regulations, and that the Products furnished by Seller shall comply with all such requirements.

j. Order of Precedence. In the event of a conflict between the terms contained in these Terms and Conditions and any Purchase Order issued by HCC, the terms and conditions of the Purchase Order shall control the transaction.

31. Affirmative Action Compliance. HCC, as a federal contractor, requires its suppliers and subcontractors, unless they are exempt, to comply with the equal opportunity clause requirements of 41 C.F.R. sec. 60- 1.4, paragraphs 1 through 7 (affirmative action regulations pursuant to Executive Order 11246, as amended) and the affirmative action clauses of 41 C.F.R. sec. 60-741.4 (affirmative action regulations regarding the disabled pursuant to the Rehabilitation Act of 1973), and 41 C.F.R. sec. 60-250.4 (affirmative action regulations regarding disabled veterans and veterans of the Vietnam Era pursuant to the Vietnam Era Veterans Readjustment Act of 1974), which are incorporated herein by reference.

32. Code of Conduct.

- a.** Seller will comply with the principles and standards provided in the "Code of Conduct for Hirschmann Car Communication" (attached, hereinafter the "Code of Conduct").
- b.** Seller will provide HCC within a reasonable time after request by HCC with a written self-assessment as reasonably required by HCC.
- c.** Seller agrees that HCC or a third party appointed by HCC may on reasonable notice carry out an audit on Seller's premises to verify compliance with the Code of Conduct.
- d.** Seller confirms that they will use commercially reasonable efforts to forward the contents of the Code of Conduct to their suppliers and to convince them to meet the principles and standards of the Code of Conduct.

