

## TERMS AND CONDITIONS OF PURCHASE

(Revision Date: November 2, 2021)

These terms and conditions apply to purchases made by the member of the Dorman Products, Inc. group of companies submitting this order (each a "Buyer"). "Buyer's Terms" means the terms and conditions that are (i) on the face and back of this order or sent electronically in connection therewith, and (ii) any other terms and conditions specifically incorporated herein by reference. "Seller" means the vendor shown on the face of this order, and "Goods" means the products and services of Seller shown on the face of this order.

- Acceptance:** Seller will be deemed to have accepted this order when Seller returns the acknowledgement copy of this order or begins performance under this order. Seller's acceptance is limited to acceptance of Buyer's Terms. Buyer hereby objects to and rejects any proposal by Seller for additional or different terms. If Seller proposed additional or different terms which relate solely to the description, quantity, price or delivery schedule of the Goods, Seller's proposal will operate as a rejection of Buyer's offer as to those terms only. If Buyer accepts those revised terms, all other of Buyer's Terms will continue to control. In all other cases, Seller's proposal will be deemed a material alteration of Buyer's Terms, and Buyer's Terms will be deemed accepted by Seller, without Seller's additional or different terms, if Seller begins performance. No amendments to Buyer's Terms will be binding upon Buyer unless such amendments are in writing and signed by Buyer's authorized representative.
- Delivery:** (a) Time is of the essence in this order. Seller will make deliveries in the quantities and at the times specified herein or in releases issued hereunder. Partial delivery or performance will not extend the final delivery date beyond that specified unless agreed to in writing by Buyer. In the event of delay in receipt of the Goods through no fault of Buyer, Buyer reserves the right, at its option, to (i) reject the Goods (or portions of the Goods) that are not timely delivered, (ii) cancel the entire order or that part of the order not delivered and purchase substitute Goods elsewhere and charge Seller with any incidental or consequential damages that may be incurred by Buyer, (iii) extend the time for delivery, or payment, correspondingly, or (iv) direct expedited routing and debit to Seller any excess costs incurred as a result.  
(b) Buyer will not be liable for Seller's commitments or production arrangements in excess of the amount or in advance of the time required under Buyer's delivery schedule. If Seller delivers Goods in advance of schedule, Buyer may either (i) return such Goods at Seller's expense for proper delivery, (ii) withhold payment for such Goods until the scheduled delivery date, or (iii) place such Goods in storage for Seller's account until the scheduled delivery date. Acceptance of the Goods after any delivery date shall not be construed as a waiver of Buyer's right to recover for late delivery.
- Price:** This order shall not be executed at a price higher than that specified on the face of this order. No additional charges for packing, boxing, palletizing, or cartage will be paid by Buyer unless specified on the face hereof.
- Title, Risk of Loss:** Except to the extent otherwise set forth on the face of this order, title and risk of loss with respect to the Goods shall transfer to Buyer once the Goods are received at Buyer's designated facility, notwithstanding any agreement to pay freight, express or other transportation charges.
- Quality:** Seller will maintain an inspection and quality system acceptable to Buyer and in conformity with any drawings, specifications and data which are part of this order and with any quality program of Buyer described in materials referenced on the face of this order and incorporated herein by such reference. Seller will maintain adequate authenticated inspection and test reports, affidavits, and certifications relating to the work performed under this order, retain such records for a period of five years after completion of this order or as otherwise specified by Buyer, and make such records available to Buyer upon request. Seller acknowledges that Buyer may reduce its incoming inspection procedures in reliance upon Seller's maintenance of a quality system as required hereunder.
- Inspection and Acceptance of Goods:** (a) Buyer may inspect all Goods ordered hereunder at all times and places, including during the period of manufacture. Such inspection may be by Buyer's option include confirmation of Seller's compliance with required quality control procedures. Seller will permit Buyer and/or its designees access to Seller's facilities at all reasonable times and will provide all tools, facilities and assistance reasonably necessary for such inspection and/or confirmation at no additional cost to Buyer. All Goods are subject to final inspection and acceptance any time after delivery to Buyer. Delivery shall not be complete until the Goods have actually been received by, and are subject to the final count, inspection and acceptance of, Buyer. Buyer may revoke its acceptance of Goods at any time, whether or not a substantial modification in the Goods has been made, if after acceptance it discovers a defect that could not have been discovered during Buyer's normal inspection procedures.  
(b) Payment for delivered Goods will not constitute acceptance thereof. Buyer may reject any Goods which do not meet the specifications set forth in this order and, in such case, may purchase substitute Goods elsewhere and charge Seller with any incidental or consequential damages that may be incurred by Buyer. Buyer may return any such Goods to Seller for reimbursement, credit, replacement or correction as Buyer may direct, or Buyer may correct and/or replace such Goods at Seller's cost. Any Goods rejected by Buyer will be at Seller's risk and expense and Seller will not thereafter tender such Goods for acceptance unless the former rejection or requirement of correction is disclosed. Seller will reimburse Buyer for any packaging, handling and transportation costs Buyer incurs with respect to rejected Goods.
- Seller Warranties:** (a) Seller warrants that (i) it owns the Goods, (ii) the Goods will be acquired by Buyer free of all liens and encumbrances, (iii) the Goods (A) will be fit and sufficient for the purpose intended; (B) will be merchantable and free from all defects, including defects in material and workmanship, and, if not of Buyer's detailed written design, defects in design, (C) will conform with all representations, descriptions, samples, drawings, plans, specifications, designs and other data supplied by Seller or listed on the front of this order, and (D) the Goods have been or will be manufactured, produced, packaged, labeled, sold, and, if required, registered in complete and strict compliance and in accordance with all relevant national, provincial, federal, state, and local laws, including, but not limited to, country-of-origin marking requirements, and Seller agrees to provide at the time of acceptance of this order all certificates of compliance, including but not limited to Material Safety Data Sheets (MSDS), and (iv) it owns, or has valid and enforceable rights to, all patents, trademarks, copyrights, trade secrets, and other proprietary rights ("Intellectual Property") in the Goods and that the sale and use of the Goods does not violate, misappropriate or infringe upon any Intellectual Property rights arising under the laws of any jurisdiction of any person or entity. The foregoing warranties are in addition to those available to Buyer by law. All warranties hereunder survive Buyer's acceptance, use and/or payment and run to Buyer and its customers. Any Goods furnished hereunder that do not function in accordance with Seller's warranties at the time of use by Buyer's customer are returnable by Buyer to Seller for cash or full credit against future purchases, at the option of Buyer, and packing and shipping of such Goods shall be at Seller's cost.  
(b) Buyer's review or approval of samples, drawings, specifications or other data developed by Seller in connection with this order will not limit Seller's responsibility under this order.
- Indemnification:** Seller will indemnify, defend and hold harmless Buyer and its affiliates, successors, assigns, customers and users, and each of its and their respective shareholders, partners, members, officers, directors, employees and agents, from and against any and all damages, liabilities, losses, costs and expenses (including incidental and consequential damages, court costs and attorney's fees) arising (a) as a result of the actual or alleged breach of any warranties or other terms contained in this order, (b) under any strict tort or negligence claims premised on either an actual or alleged defect in the Goods, (c) by reason or on account of property damage, death and/or personal injury in connection with the use or performance of the Goods or that is occasioned by the actions or omissions of Seller, its employees, agents, suppliers or subcontractors, (d) from Seller's or its suppliers' or subcontractors' failure to comply with all laws, rules, and regulations applicable to its or their businesses, and (e) from any claims that the manufacture, use, sale or resale of any Goods infringe any Intellectual Property right in any country (except to the extent such claims arise solely as a result of design specifications provided by Buyer to Seller). Seller, when notified and at Buyer's request, promptly will assume full responsibility for the defense of any action described in this paragraph which may be brought or threatened by a third party against Seller and/or Buyer, and Seller will defend any such action or claim at its own expense. With respect to indemnification under clause (e), if the sale and/or use of the Goods is enjoined, Seller will, at its own expense, either procure for Buyer the right to continue using such Goods, or replace same with equivalent non-infringing Goods, or modify such Goods to become non-infringing, or remove the same and refund the purchase price, including transportation, installation, removal and other charges incidental thereto.
- Changes:** Buyer may at any time by a written order, but without notice to sureties, change drawings, designs, specifications, materials packing, time and place of delivery or method of transportation. If any such change increases or decreases the cost of time required for Seller's performance hereunder, an equitable adjustment will be made, and this order will be modified in writing accordingly. Any claim by Seller for any adjustment hereunder must be made within 120 days of the date Seller is first notified of the change. If Seller's claim includes any cost for property made obsolete as a result of the change, Buyer may prescribe the manner in which such property will be disposed. Pending the resolution of any dispute regarding any such adjustment, Seller will diligently pursue the order as changed. No change to design, material, process procedures or practice is to be made by Seller without written authorization by Buyer.
- Force Majeure:** If and to the extent that a party's performance of any of its obligations pursuant to this order is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, strike, pandemic, compliance with any law, regulation or order of any governmental authority, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay (i) could not have been prevented by reasonable precautions and (ii) does not arise as a result of such party's breach of Buyer's Terms, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for so long as such Force Majeure Event continues and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If a Force Majeure Event causes Seller to allocate limited resources between or among Seller's customers, Seller shall not provide to any of its other customers priority over Buyer.
- Termination for Convenience:** Buyer may terminate this order or any part of it for its convenience by written notice to Seller. Upon receipt of notice of termination, Seller will immediately stop all work hereunder and cause its suppliers and subcontractors to cease such work. In the event of any such termination, Buyer's sole obligation hereunder will be to pay Seller for: (i) unpaid Goods previously delivered and accepted that fully conform to the requirements of this order, (ii) undelivered Goods held by Seller that are both (a) subsequently delivered to Buyer in accordance with this order's delivery schedule, and (b) conform to all requirements of this order, and (iii) actual documented costs incurred for work in process and raw materials purchased prior to such termination that (a) are not damaged or destroyed, (b) cannot be used by Seller to produce goods for itself or other customers and (c) are transferred to Buyer.
- Termination for Cause:** Buyer may terminate this order or any part hereof for cause in the event of a Default by Seller. "Default" means Seller's (i) failure to comply with Buyer's Terms, (ii) failure to give Buyer, upon request, reasonable assurances of Seller's future performance, or (iii) insolvency, bankruptcy, liquidation or dissolution.
- Default Cancellation:** In the event of Default, Buyer may, upon written notice to Seller but without further liability to Seller, (i) waive all or any part of the Default, (ii) agree in writing to any change in or modification of this order as Buyer may in its judgment deem advisable, (iii) cancel this order in whole or in part, (iv) purchase Goods in substitution for those to be supplied by Seller hereunder and charge Seller for any excess cost resulting therefrom, and/or (v) exercise any other rights or remedies Buyer may have under applicable law. Seller's liability for Default will include Buyer's incidental and consequential damages.
- Proprietary Information; Confidentiality; Advertising:** Seller will consider all information furnished by Buyer hereunder (including drawings, specifications, or other documents prepared by Seller for Buyer) to be confidential and will not disclose any such information to any other person or use such information itself for any purpose other than performing this contract, unless Seller obtains Buyer's written permission or as otherwise required by law. Unless otherwise agreed in writing, no information disclosed in any manner or at any time by Seller to Buyer will be deemed secret or confidential, and Seller will have no rights against Buyer will respect thereto except as may exist as a matter of law.
- License to Repair, Use of Copyrighted Materials:** Seller hereby grants to Buyer a nonexclusive, royalty free, irrevocable license to repair, rebuild and relocate the Goods. Seller also grants to Buyer a nonexclusive paid-up, irrevocable license to use all copyrighted materials of Seller the authorship of which is fixed in any tangible medium of expression that are furnished to Buyer during the course of Seller's performance hereunder and which relate to any Goods. Without limiting the generality of the foregoing, Buyer's use of such copyrighted material pursuant to such license may include reproduction, distribution to customers and others and public display.
- Entry Upon Premises:** To the extent Seller's agents, employees or subcontractors enter upon premises occupied by or under the control of Buyer or any of its customers or suppliers in the course of performance of this order, Seller will take reasonable steps to prevent any injury to persons or property arising out of acts or omissions of such agents, employees, or subcontractors.
- Insurance:** Seller will maintain and require its subcontractors to maintain (i) public liability, property damage liability, product liability, completed operations liability and contractual liability (both general and vehicle) coverage in amounts sufficient to cover all obligations set forth herein, and (ii) workers' compensation and employee liability insurance in statutory amounts as applicable in any jurisdiction in which Seller is required to carry such insurance. Upon Buyer's request Seller will furnish certificates evidencing such insurance that expressly provide that no expiration, termination or modification will take place without 30 days' written notice to Buyer. Any property of Buyer used by Seller in the performance of this order will be deemed to have been under the sole custody and control of Seller during the period of such use by Seller.
- Buyer's Property:** (a) Buyer will retain title to any property Buyer furnished to Seller. Seller will not alter or use such property (i) for any purpose other than that specified by Buyer or (ii) for any other person or entity without the prior written consent of Buyer. Seller will keep adequate records of such property, which records will be made available to Buyer upon request and will store, protect, preserve, repair and maintain such property in accordance with sound industrial practice all at Seller's expense.  
(b) At the completion, cancellation or termination of this order for which Buyer's property was required, Seller will request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Seller will make such property available to Buyer at Buyer's request, in the manner directed by Buyer, including preparation, packaging and shipping as directed. Expenses for preparation for shipment will be for Seller's account and shipment will be made F.O.B. Seller's facility.
- Tooling:** Unless otherwise specified in this order, all tooling and/or all other articles required for the performance hereof will be furnished by Seller, who will maintain such articles in good condition and replace them when necessary at Seller's expense, whether furnished by Buyer or Seller. Seller will not use any such article furnished by Buyer except for performance by Seller hereunder.
- Taxes:** Seller's prices will be exclusive of any federal, state, provincial or local sales, use or excise taxes, as applicable, levied upon, or measured by, the sale, the sales price, or use of the Goods. Seller will list separately on its invoice any such sales tax lawfully applicable to the Goods and payable by Buyer with respect to which Buyer does not furnish to Seller lawful evidence of exemption.
- Set-off:** All claims for money due or to become due from Buyer shall be subject to deduction or set-off by Buyer for any counterclaim arising from this or any other transaction with Seller.
- Notice of Delay:** Seller will immediately give Buyer a detailed written notice of any event (including an actual or potential labor dispute) of which Seller becomes aware and which may delay Seller's timely performance of this order.
- Payments:** Buyer will pay the prices stipulated on this order for Goods delivered and accepted, less deductions, if any, as herein provided, but only upon submission by Seller of an invoice. Unless otherwise specified, Buyer will pay for partial deliveries accepted by the Buyer.
- Governing Law and Remedies:** The rights and remedies provided Buyer herein will be cumulative and in addition to any other remedies provided by law or equity. Buyer's waiver of a breach of any provision hereof will not constitute a waiver of any other breach. This order is governed by (i) for orders with a delivery address within the United States, the laws of the state shown in Buyer's address on the face of this order and (ii) for orders with a delivery address within Canada, the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, in each case without regard to conflicts of law principles to the extent they would provide for the application of the laws of any other jurisdiction.
- Severability:** Any provision of this order which is finally determined to be unlawful will be deemed severed from this order and every other lawful provision of this order will remain in full force and effect.
- Assignments and Subcontracts:** No part of this order may be assigned or subcontracted by Seller without the prior written approval of Buyer.
- Conflict Minerals:** United States law requires Buyer to annually disclose certain information regarding the sourcing of "conflict minerals," which are tantalum, tin, tungsten and gold that originate in the Democratic Republic of Congo and adjoining countries and fund activities of violence in the region. Buyer will advise Seller of their minerals are identified as "conflict minerals" after the date of this order. Seller will promptly, completely, and accurately respond to all reasonable requests for information made by Buyer with respect to conflict minerals. Seller will only source "conflict minerals" from "conflict free" smelters identified at <http://www.conflictfreesourcing.org> and will certify the same to Buyer upon request.
- Anti-bribery; Anti-corruption:**  
(a) Seller represents, warrants, and covenants that it complies with and will continue to comply with all applicable laws, requirements and professional standards that prohibit unlawful payments, gratuities, and benefits, including all applicable anti-bribery and anti-corruption laws, including, but not limited to (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended, and (ii) the Corruption of Foreign Public Officials Act (S.C. 1998, c.34) and Criminal Code (R.S.C. 1985, c. C-46) of Canada. Seller will not, directly or indirectly, offer, pay, promise, or authorize the payment of any money or thing of value, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any person (including, but not limited to, government officials, employees of state-owned entities, candidates for public office, employees of private companies, any person who holds a legislative, administrative or judicial position of a state, any person who performs public duties or functions to a state, an official or agent of a public international organization that is formed by two or more states or governments, or by two or more public international organizations, and family members of such person(s)), for the purpose of: (i) improperly influencing any act or decision, (ii) improperly inducing such person to do or omit to do any act that violates his or her duties, (iii) securing any improper advantage for Buyer or Seller in connection with Buyer's business, or (iv) improperly inducing such person to use his or her influence to assist Buyer or to assist Seller in connection with Buyer's business.  
(b) Seller has reviewed Buyer's Supplier Code of Ethics available at the following link and agrees to comply with all of its provisions, including its provisions on Ethics and Business Conduct, in connection with its work for Buyer hereunder: <https://www.dormanproducts.com/pages/corporate/suppliers.aspx>. Seller will provide access to a copy of Buyer's Supplier Code of Ethics to each of its officers, employees, suppliers and subcontractors and will require them to comply with it in connection with their work for Buyer.  
(c) All transactions undertaken, and expenses incurred, by Seller in conducting its activities under this order shall be recorded fully and accurately in Seller's books and records, and such books and records will be maintained for no less than five years. Such books and records shall be made available to Buyer upon request for inspection and copying, or to any professional services firm Buyer may designate, along with reasonable access to relevant officers and employees of Seller for interviews, to allow Buyer to verify that Seller is complying with Buyer's Terms. It is agreed between the parties that the information referred to in this Section will be restricted to information related to this order, and, therefore, any information unrelated to this order may be redacted or withheld.  
(d) Seller will immediately inform Buyer in writing of allegations from any source regarding the possibility that any officer, employee, supplier or subcontractor of Seller has engaged in conduct that would violate Buyer's Terms.  
(e) If Seller or any of its officers, employees, suppliers or subcontractors engage in any activity that Buyer reasonably believes to be in breach of Buyer's Terms, Seller shall immediately take such corrective action as Buyer requests, or Buyer may, in its sole discretion, terminate this order without further notice, liability or obligation.
- Import; Export:** Seller acknowledges that Buyer participates in the Customs Trade Partnership Against Terrorism (C-TPAT) and the Importer Self-Assessment (ISA) programs and agrees to cooperate with Buyer to enable Buyer to comply with the requirements of C-TPAT and ISA, as applicable, for all Goods Seller supplies to Buyer, up to and including, but not limited to, factory audits and document requests. Seller agrees to provide preferential product certifications at the time of purchase, so Buyer can then provide the same required certifications to Buyer's customers. Seller agrees to provide manufacturing locations adequate for Buyer to determine special duties for import purposes. If Goods are supplied from outside of the United States, Seller agrees to cooperate with Buyer to provide adequate information for Buyer to classify the purchased items under U.S. export controls. Seller agrees to obtain any export licenses necessary to supply Goods to Buyer.
- Language:** Seller and Buyer hereby confirm their express wish that this order and all documents relating hereto be drawn up in English only, but without prejudice to any such documents or instruments which may from time to time be drawn up in French only or in both English and French. Les parties aux présentes confirment leur volonté que le présent contrat de même que tous autres documents s'y rapportant soient rédigés en anglais seulement, mais sans préjudice cependant à tous tels documents qui pourront à l'occasion être rédigés en français seulement ou à la fois en français et en anglais.