

TOOLING BAILMENT AGREEMENT

This TOOLING BAILMENT AGREEMENT (this “Agreement”) is dated and effective as of XXX (the “Effective Date”), by and between AUTONEUM NORTH AMERICA, INC., a Delaware corporation, with an address at 29293 Haggerty Road . Novi, MI 48377 (“Autoneum”) and XXX having an address at XXX (“Supplier”). Each of Autoneum and Supplier are also referred to individually as a “Party” and collectively as the “Parties”.

Recitals

- A. Supplier has agreed to produce certain parts for Autoneum (collectively, the “Product”).
- B. Autoneum has purchased certain Tooling (as defined) below that is being used by Supplier in manufacturing Product for Autoneum, which use the Parties agree shall become subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tooling. For purposes of this Agreement, “Tooling” means the tooling or equipment listed on **Schedule 1** attached hereto and made part of this Agreement and any additions or modifications thereto. Autoneum’s purchase of, or reimbursement to Supplier for the purchase of the Tooling may have been subject to certain Purchase Order Terms and Conditions of Autoneum and certain order acknowledgement and Sales documentation of the Supplier (collectively, the “Terms and Conditions”). In the event of any inconsistencies between the terms contained in the Purchase Order Terms and this Agreement, the terms of this Agreement shall govern and prevail.

2. Right to Possess and Use Tooling. Autoneum hereby grants Supplier possession of and the right to use the Tooling solely on the Premises (defined below) and only for the manufacture of the Products for sale to Autoneum and for no other purpose. Supplier will hold the Tooling on a bailment basis. Supplier’s right of possession of the Tooling will commence upon the date that it receives the Tooling and will continue until the date on which Autoneum shall, in its sole discretion, request return of the Tooling.

3. Premises. For purposes of this Agreement, “Premises” means the following location XXX. Supplier shall not remove the Tooling from the Premises without Autoneum’s prior written consent.

4. Ownership. Supplier acknowledges and agrees that Autoneum will at all times be the exclusive owner of all right, title and interest in and to the Tooling.

5. No Liens; Consents and Acknowledgements. Supplier will not assert or create and hereby waives any and all liens, security interests, effects or any other rights (each a “Lien”) in the Tooling. Supplier shall not permit the Tooling to be installed in or used, stored or maintained with, any real property in such manner or under such circumstances that any landlord or any mortgagee might acquire any rights or Liens in the Tooling by reason that the Tooling is

deemed to be real property or a fixture thereon. At Autoneum's request, Supplier shall obtain from each of its secured lenders (each a "Lender") the Lender's written acknowledgement and consent with respect to the rights and interests afforded to Autoneum under this Agreement by providing to Autoneum a consent in form and substance provided by Autoneum executed by a duly authorized representative of the Lender. Supplier will indemnify and hold harmless Autoneum from any costs or damages incurred by Autoneum in the recovery or removal of its Tooling.

6. Protection of Tooling. From the date of delivery of the Tooling to Supplier until the date that the Tooling is returned to Autoneum, Supplier, at its sole cost and expense, will: (a) protect and maintain the Tooling in good condition and repair; (b) mark the Tooling as belonging to Autoneum; (c) not make any material modifications to the Tooling without the prior written consent of Autoneum; or (d) not dispose of any of the Tooling. Supplier, at its sole cost and expense, will immediately repair any damage to the Tooling or, if the Tooling is damaged beyond repair, or otherwise not promptly made available to Autoneum, replace with identical tooling.

7. Insurance. Supplier agrees to maintain liability, property damage and casualty insurance on the Tooling in form, substance and amounts and with carriers acceptable to Autoneum, including only carriers rated "A-VII" or better in Best's Key Rating Guide or such lesser standard as shall be approved by Autoneum, and licensed to transact business in the state in which the Tooling is located. The insurance shall protect against physical damage to the Tooling and liabilities arising from the operation of the Tooling. Each insurance policy shall be written to cover all claims arising out of occurrences taking place within the period of coverage, and shall (a) if a liability policy, name Autoneum, as an additional insured, and (b) if a property policy, name Autoneum as a loss payee. Each policy shall be primary and non-contributory with any other insurance available to Autoneum, shall not be canceled, reduced or materially changed without thirty (30) days' prior written notice to Autoneum. Supplier shall furnish on or before of January 1 of each year following the date of this Agreement and also upon the request of Autoneum, a certificate of insurance evidencing the requirements set forth in this Section 7,

8. Damage or Destruction of Tooling; Liability. Supplier, at its sole cost and expense, shall be liable for any loss, damage or destruction to the Tooling until Supplier has returned the Tooling to Autoneum. In addition, Supplier shall be responsible and liable for injury or death to any person (including, without limitation, any employee of Supplier) and all damage to property resulting from, and to indemnify and hold Autoneum harmless from and against all claims, damages, expenses and losses arising out of the use, operation, storage or maintenance of the Tooling.

9. Right to Audit; Inspection. Supplier shall maintain true and correct records concerning the performance of its obligations under this Agreement and shall retain all such records for at least twelve (12) months after the Tooling has been returned to Autoneum. Autoneum shall be entitled to audit such records during regular business hours on reasonable prior written notice and without unreasonable disruption to Supplier. Supplier agrees (and agrees to obtain the consent of the landlord if the Premises are leased by Supplier) that Autoneum and its customer and their authorized representatives may, at any time, enter the Premises to inspect, remove and/or audit Supplier's records with respect to the Tooling and Supplier's obligations

under this Agreement. Supplier shall be liable for any deficiencies uncovered in any audit of the Tooling. Supplier shall cooperate and assist Autoneum with all audits and inspections under this Agreement.

10. Return of Tooling. Supplier will promptly return to Autoneum upon Autoneum's written request, and Autoneum may retake immediate possession of, the Tooling without payment of any kind. Supplier will return the Tooling to Autoneum F.C.A. (Incoterms 2010) Supplier's Premises) properly packaged and marked in accordance with the requirements of Autoneum's carrier.

11. Compliance with Laws. Supplier shall comply, in all material respects, with all applicable international, national and local laws, ordinances, orders, rules and regulations in performing its obligations under this Agreement.

12. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Michigan without regards to conflicts of law.

13. Jurisdiction and Venue. Any action brought in connection with this Agreement or the transactions contemplated by this Agreement shall be brought only in a court of competent jurisdiction sitting in Oakland County, Michigan, or in the United States District Court for the Eastern District of Michigan, Southern Division. Each Party agrees that exclusive jurisdiction and venue in such courts is proper and hereby waives any defense of lack of personal jurisdiction or inappropriate or inconvenient venue.

14. WAIVER OF JURY TRIAL. EACH PARTY HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES FOR THE BENEFIT OF THE OTHER PARTY, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS AGREEMENT. IT SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF EITHER PARTY TO PURSUE ITS REMEDIES UNDER THIS AGREEMENT, OR AS AVAILABLE BY LAW OR IN EQUITY.

15. Headings. Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

16. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

17. Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising under this Agreement shall operate or be construed as a

waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Remedies. In connection with any action or proceeding brought by Autoneum to enforce its rights hereunder, Supplier hereby acknowledges that Autoneum shall not have an adequate remedy at law, that the Tooling is unique and that Autoneum shall be entitled to specific performance of Supplier's obligations under this Agreement. Because Autoneum does not have an adequate remedy at law and would be irreparably harmed by such events, Supplier agrees that Autoneum shall be entitled to injunctive relief (both prohibitive and mandatory) in connection with any violation by Supplier of any terms or conditions of this Agreement..

19. Assignment. Supplier shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Autoneum. Any purported assignment or delegation in violation of this Section 19 shall be null and void.

20. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Supplier shall be an independent contractor pursuant to this Agreement. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

21. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

22. Counterparts; Facsimile Signatures. The Parties may execute this Agreement in separate counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. To the extent signed and delivered by means of a facsimile machine or other electronic transmission (including transmission in portable document format by electronic mail), this Agreement shall be treated in all manners and respects and for all purposes as an original and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

AUTONEUM NORTH AMERICA, INC.

XXX

By: _____
Signature

By: _____
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
Signature

Printed Name: Daniela Riera

Title: Vice President of Purchasing

Date: _____

SCHEDULE 1

Autoneum PLM Purchased Part Number	Autoneum Previous Part Number Reference	Autoneum PLM Tooling Part Number	Autoneum Tooling Purchase Order Number	Autoneum Production Plant	Customer and Program	1. Tooling Description: 2. Tool Type. 3. Number of Cavities, 4. Tool Dimensions (MM), 5. Tool weight (KG), 6. Tool material (type) 7. Quoted number of shots	Status (In Production, Service, Obsolete)	Customer Asset Tag Number
						1. 2. 3. 4. 5. 6. 7.		