

## **General Purchasing Conditions**

### **Addendum for purchases made by NA Kongsberg Automotive division entities**

**Effective November 15, 2009**

The Kongsberg Automotive General Purchasing Conditions apply to all purchases made by Kongsberg Automotive. For purchases made by Kongsberg Automotive entities incorporated in the United States (“KANA”) with ship to locations in Milan, Tennessee, Van Wert, Ohio, or to any KANA plant in Mexico, the following changes, additions, and deletions shall be incorporated into the Kongsberg Automotive General Purchasing Conditions:

1. The following sentence shall be added to the end of Section 1.2:  
  
“Notwithstanding the foregoing, the terms and conditions set forth in Buyer’s Request for Quotation shall be incorporated by reference herein.”
2. Section 2 shall be renamed “Quantity; Delivery Schedules, and Time Period of Order”.
3. A new Section 2.4 shall be added as follows:
  - (a) Subject to Buyer’s termination rights, this Order is binding on Buyer and Supplier for the length of the production life of the applicable original equipment manufacturer (“OEM”) vehicle program for which Buyer intends to incorporate the Goods. Supplier acknowledges and assumes the risk of the vehicle program production life being cancelled or extended by the OEM. Notwithstanding the foregoing, if an expiration date or time period is specified on the Order, the Order is binding until such expiration date or end of such time period, subject to Buyer’s termination rights.
  - (b) If the Goods are not directly or indirectly associated with a specific OEM vehicle program life, then, subject to Buyer’s termination rights, this Order is binding on Buyer and Supplier for one (1) year from the date of this Order and will automatically renew for successive one year periods after the initial term, unless the Supplier provides notice to Buyer, no less than one hundred and eighty (180) days prior to the end of the current term, of Seller’s desire that this Order not be renewed, provided that, Buyer may extend the term of this Order for such period of time beyond the initial or current term as Buyer deems necessary, acting reasonably and in good faith, to procure an alternate source of supply of the Goods that is acceptable to Buyer and to ensure an orderly transition of supply.

4. A new Section 8.8 shall be added as follows:

Supplier shall ensure that the Goods remain competitive in terms of price, technology, and quality, with substantially similar goods available to Buyer from other suppliers.