



# NEGOTIATION

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|-------------|--------------------|
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| Negotiation | Negotiation Number |
| RFQ         | NEG-00000478-20003 |

Please see the attached RFQ.

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Submit your response to the following contact.

Company **DENSO**  
Buyer **Erin Buchko**  
Location **24777 DENSO Drive**  
**SOUTHFIELD, MICHIGAN 48033**  
**UNITED STATES**  
  
Phone  
Fax  
E-mail **erin.buchko@na.denso.com**

When submitting your response, include the following information.

|                                 |   |
|---------------------------------|---|
| Your Company Name               |   |
| Company Site (Optional)         |   |
| Address                         |   |
| Contact Details                 |   |
| Response Valid Until (Optional) |   |
| Response Type                   | <input type="checkbox"/> Primary<br><input type="checkbox"/> Alternate<br><br>(This negotiation allows you to submit multiple responses. Mark this as your primary response or an alternate one.) |

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## 1 Overview

### 1.1 General Information

|              |   |         |                       |
|--------------|---|---------|-----------------------|
| Title        | <b>Phase 1: Future Focused Organization - Pilot</b>   |         |                       |
| Buyer        | <b>Erin Buchko</b>  | Outcome | <b>Purchase Order</b> |
| E-Mail       | <b>erin.buchko@na.denso.com</b>   |         |                       |
| Introduction | <p>Please see the attached scope of work for Phase 1 for the Pilot Group.<br/> The Pilot Group includes R&amp;D Engineering, Green Engineering Peace of Mind Engineering, and Sales departments.<br/> A supplier presentation/demo on Teams will be scheduled on the afternoon of May 8th, after the April 28th quote submission.</p> |         |                       |

### 1.2 Schedule

|              |                              |            |                    |
|--------------|------------------------------|------------|--------------------|
| Preview Date |                              | Open Date  | <b>Immediately</b> |
| Close Date   | <b>2025-04-28 17.00.00</b>   | Award Date |                    |
| Time Zone    | <b>Eastern Standard Time</b> |            |                    |

### 1.3 Negotiation Controls

Response Visibility **Blind**

### Lines Settings

Rank Indicator **1,2,3...**  
Ranking Method **Price only**

### 1.4 Response Rules

*This negotiation is governed by all the rules displayed below.*

|                                     | Rule  |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Suppliers are allowed to respond to selected lines                |
| <input checked="" type="checkbox"/> | Suppliers are required to respond with full quantity on each line |
| <input checked="" type="checkbox"/> | Suppliers are allowed to provide multiple responses               |
| <input checked="" type="checkbox"/> | Suppliers are allowed to revise their submitted response          |

### 1.5 Terms

|                      |                          |
|----------------------|--------------------------|
| Payment Terms        | Freight Terms            |
| Shipping Method      | FOB                      |
| Negotiation Currency | USD (US Dollar)          |
|                      | Price Precision <b>2</b> |

### 1.6 Attachments

| File Name or URL          | Type | Description |
|---------------------------|------|-------------|
| Scope of Work Phase 1.pdf | File |             |



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## 2 Requirements

*\*Response is required*



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## 3 Lines

Instructions Please quote the following line items.

### 3.1 Line Information

| Line                             | Target Quantity | UOM | Response Quantity | Response Price | Line Amount | Promised Date |
|----------------------------------|-----------------|-----|-------------------|----------------|-------------|---------------|
| 1-Total Phase 1 Pilot Group Cost | 1               | EA  |                   |                |             |               |

### 3.2 Line Details

#### 3.2.1 Line 1 Total Phase 1 Pilot Group Cost

Category Name **5U9999 Other**  
Item  
Requested Date

Revision  
Location **24777 DENSO DRIVE  
SOUTHFIELD, MI  
48033**

Start Price (USD)

The general terms and conditions accompanying this form are applicable to this purchase order. In the event of conflict between the terms and conditions contained on the face of the order and those accompanying this form, the terms and conditions on the face of the purchase order will prevail. The seller agrees to the instructions, terms and conditions appearing in this document and any attachments hereto by acceptance of this order.

Online supplier access to Oracle Supplier Portal is located at: <https://ehbf.fa.us2.oraclecloud.com>. Please contact your buyer for login credentials.



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# GENERAL TERMS AND CONDITIONS

1. **Definitions.** The word "Buyer," whenever used herein, shall mean DENSO INTERNATIONAL AMERICA, INC. The party with which this Purchase Order is placed is referred to herein as "Seller." The goods (including, without limitation, tangible and intangible deliverables and works of authorship such as software), labor and/or services covered by this Purchase Order are referred to herein as the "Products," which term includes both goods and services unless the context clearly requires otherwise, and, as to goods, includes all parts, portions, materials, prototypes, tangible deliverables, items, attachments, repairs, replacements and substitutions thereof. The terms "Purchase Order," "herein," "hereto," "hereby," "hereof," and "hereunder" refer to and include the face of this document, these General Terms and Conditions and any other document(s) specifically made a part of this Purchase Order by Buyer. "Buyer's Plant" means the plant of Buyer the address of which appears on the face hereof. "Interest" means interest on the principal amount owed and accruing from demand through the date of repayment at the prime rate of JP Morgan Chase Bank as adjusted from time to time, plus one percent (1%) per annum. "Party" means any natural person, corporation, partnership, governmental authority or other legal entity. "Third Party" means any Party other than Buyer or Seller. "Seller Document" means any bill of lading, quotation, acknowledgment, invoice or other document issued by Seller.
2. **Entire Agreement.** This is the entire agreement between the parties respecting the Products and no modification of this Purchase Order shall be effective unless in writing and signed by Buyer's authorized representative. Any agreements, negotiations or understandings of the parties prior to the date of this Purchase Order, whether written or oral, are merged herein and superseded hereby. Reference in this Purchase Order to any Seller Document does not imply acceptance of any terms and conditions therein, which, if in addition to or inconsistent with the terms and conditions contained herein, shall not be part of the agreement between the parties.
3. **Price.** The price on the Purchase Order shall not be increased unless agreed to in writing by the Buyer. The price specified on this Purchase Order includes all subcontracting costs associated with this Purchase Order. Buyer will have no responsibility for any decreased profitability or increased costs incurred by Seller, including in connection with any raw materials or subcontractors, unless such additional costs have been negotiated and agreed to in advance and in writing by Buyer.
4. **No Modification/Acceptance.** Any Seller Document which contains terms additional to or inconsistent with the terms of this Purchase Order, or a rejection of any term of this Purchase Order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless specifically accepted in writing by an authorized representative of Buyer. This clause shall constitute a continuing objection to any such terms not specifically accepted by Buyer. However, commencement of performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms of this Purchase Order and an acceptance hereof, notwithstanding prior dealings or usage of trade.
5. **Product Fabrication, Shipping Schedules.** Seller shall not fabricate any of the Products or procure any of the materials required in their fabrication, and Buyer shall have no obligation as to the same, except to the extent expressly authorized in this Purchase Order or in written instructions forwarded to the Seller by Buyer. Deliveries are to be made in quantities and at the times specified on the face hereof or in written instructions forwarded to the Seller by Buyer, but Buyer may from time to time change such quantities and times, or direct temporary suspension of the scheduled deliveries, without any liability whatsoever.
6. **Delay in Delivery.** If Seller, for any reason, does not comply with Buyer's delivery schedule, of which time is of the essence, Buyer at its option may approve a revised delivery schedule, require expedited freight at Seller's expense, or may terminate this Purchase Order without liability to Buyer on account thereof.
7. **Payment Not Acceptance.** Payment for Products shall not constitute acceptance, and all Products shall be subject to Buyer's inspection and rejection at Buyer's Plant. Neither payment nor acceptance shall constitute acknowledgment of the absence of breach of warranty or limit any of Buyer's rights hereunder.
8. **Taxes.** Except as may be otherwise provided on the face of this Purchase Order, the Seller shall pay, out of the purchase price, all federal, state and local taxes applicable to any provision of the Products.
9. **Infringement/Use of Products Licensed.** Seller warrants that the Products, and the sale, offer for sale, import, export, use, copying, exhibition, display, execution, lease and/or other disposition thereof by Buyer and its customers do not and will not infringe any patents or other intellectual property rights, United States or foreign. Seller warrants that it is aware of the uses to which the Products are to be put, and grants to Buyer and its customers, and each party or entity to which the Products are provided, a fee, worldwide, unrestricted, irrevocable and perpetual license and right under Seller's current and future intellectual property rights to offer to sell, use, have made, repair, reconstruct, copy, exhibit, display, execute, prepare derivative works of, import, export, lease or otherwise dispose of the Products in any manner, and warrants that Seller has full right to grant said license.
10. **Warranties; Remedies.**
  - (a) In addition to any other express and implied warranties provided by law or otherwise, Seller warrants that each Product (whether goods or services) shall: (i) be original (in the case of works of authorship) or new and conform to this Purchase Order in all respects; (ii) conform to all specifications, drawings, samples and other descriptions furnished and/or specified by Buyer; (iii) be merchantable and fit for the purpose for which intended; and (iv) be free from all defects in design, workmanship and materials and be of high quality and workmanship. Seller shall comply with all quality requirements and procedures established by Buyer or Buyer's customer, as revised from time to time. Seller's warranty term for Products shall be coterminous with the warranty extended to Buyer's customers by Buyer. Seller's liability for breach of warranties given herein may be determined by Buyer's analysis of a sample of Product against which claims are made that the Product is defective. Seller may participate in such analysis in accordance with Buyer's procedure which is subject to change by Buyer from time to time. At all reasonable times, Buyer and Buyer's customer may inspect and/or test the Products to be furnished under this Purchase Order at the locations where the work is being performed. Buyer may conduct one hundred percent (100%) inspection of Products or any lot of Products or, at Buyer's option, Buyer may select and inspect samples thereof, and Buyer shall have the right to reject all or any portion of the Products or lot of Products as any such inspection reveals that any Product is defective or nonconforming.
  - (b) Seller also expressly warrants that title to all of the Products shall be vested in Buyer free and clear of any and all liens, encumbrances and future obligations or restrictions of whatsoever nature and kind. All warranties of Seller, express and implied, and remedies of Buyer, in this Section or elsewhere, shall survive indefinitely any delivery, inspection, tests, acceptance and payment.
  - (c) Upon any breach of warranty, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may: (i) cancel all or any portion of this Purchase Order; (ii) require the Seller to repair or replace any or all Products, at Buyer's option and at Seller's sole expense, either at Buyer's Plant or at any other location designated by Buyer; (iii) return nonconforming Product to Seller and request that Seller investigate the nonconformity and submit an action plan to Buyer to correct the nonconformity in a timely manner; (iv) require the Seller to pay all transportation and other charges arising from delivery, storage and return of Products; (v) purchase replacement Products from a Third Party and charge the same to Seller; and/or (vi) collect from Seller all costs and expenses (including attorneys' fees) incurred by Buyer as a result of Seller's unreasonable denial or enforcement of the warranties provided herein.
  - (d) Upon the occurrence of a recall or customer satisfaction campaign that is determined to be necessary by Buyer, its customer, an original equipment manufacturer, or a government authority, where Buyer determines one of the potential causes is attributable to Seller, Seller will be liable to Buyer for all costs and expenses related thereto, including but not limited to: customer chargebacks to Buyer, costs of inspection, sorting and replacing nonconforming goods, and expenses resulting from production interruptions, to the extent the cause is attributable to Seller. If Buyer's customer debits the Buyer's account pending final determination of responsibility, then Buyer may debit Seller's account on the same basis, to the extent the cause is attributable to Seller under this paragraph.
11. **Default.** Seller shall be in default hereunder if (a) Seller does not comply with this Purchase Order in all respects, or (b) Seller is insolvent or makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, or (c) Seller fails to provide Buyer with adequate assurance of Seller's ability to perform its obligations under this Purchase Order within five (5) days of written notice by Buyer of Buyer's concern that Seller's financial or other condition or progress on this Purchase Order endangers timely performance. Upon any default hereunder, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may: (i) cancel all or any part of this Purchase Order without liability except to pay the contract price for Products delivered prior to notice of cancellation; (ii) purchase replacement Products from a Third Party and (iii) recover from Seller on demand any and all increased costs or other damages relating to such default, plus interest and any attorneys' fees incurred by Buyer as a result of said default, costs of suit and other damages.
12. **Remedies Cumulative; No Waiver.** Buyer's remedies relating hereto shall be cumulative and in addition to any other remedies provided herein or by law or in equity. No delay by Buyer in the enforcement of any provision of this Purchase Order shall constitute a waiver thereof, and no waiver thereof shall constitute a waiver of any other provision of this Purchase Order.
13. **Indemnification.** Seller agrees to indemnify, defend and hold harmless the Buyer, its affiliates, customers and each other Third Party to which Products are provided, and each of their shareholders, directors, officers, employees and agents, on demand, from and against any and all claims, demands, actions, causes of action, suits, judgments, costs, fees, penalties, damages (consequential and otherwise), attorneys' fees (including those associated with enforcing this agreement) and all other liabilities and obligations whatsoever ("Losses") arising out of or relating to:
  - (a) personal injuries, damages or death to any natural person or damage to any property (including, but specifically not limited to, injuries, death or damages to the Seller, its agents, servants, employees and/or property) or any spill, discharge or emission of Product, material, substances or hazardous wastes, which relate, in whole or in part, to: (i) any manufacturing, design or other defect, failure to warn, improper handling, improper operation or installation instructions, failure to identify and report hazardous substances, or other act or omission, whatsoever, of Seller or any of Seller's employees, agents, or subcontractors with respect to any of the Products; or (ii) the performance by Seller or any of Seller's employees, agents, or subcontractors of any services, whether on property of Buyer, Seller or any Third Party;
  - (b) any breach of warranty by Seller or any of Seller's employees, agents, or subcontractors with respect to the Products or otherwise and any claim of a Third Party relating to any Products or their quality;
  - (c) any breach of this Purchase Order or any other agreement between Buyer and Seller;
  - (d) any recall campaign in which Buyer or any customer of Buyer or any Third Party participates in connection with any of the Products; and/or
  - (e) patent, copyright, trademark, trade secret or other intellectual property infringement claims against the Products, based upon the manufacture, use, sale, offer for sale, having made, repair, reconstruction, import, export, lease, copying, executing or displaying the Products (alone or in combination with other products) anywhere in the world, even if they are made to Buyer's specifications or other requests.To the maximum extent permitted by applicable law, Seller's indemnification shall be applicable even as to Losses caused in whole or in part by an indemnitee's negligence, but shall not apply to the extent that Losses are clearly shown to have resulted solely and directly from the willful misconduct of such indemnitee. In furtherance and not in limitation of the foregoing, Seller agrees that it will pay Interest to Buyer, on demand, on all indemnification amounts owed, and Buyer may at its option participate in the defense of any Third Party claim with its own counsel, at Seller's expense.
14. **Change or Cancellation for the Convenience of Buyer.** Buyer reserves the right, for any reason, to cancel any undelivered portion of this Purchase Order or make changes in the specifications, amount, type, etc., of the Products. Upon such cancellation or change, and subject to the other provisions hereof, Buyer shall pay to Seller only the following amounts, without duplication, in complete and final satisfaction of any liabilities relating to this Purchase Order: (a) any unpaid purchase price for conforming Products received by Buyer prior to cancellation or change and accepted in accordance with this Purchase Order; (b) the reasonable direct out-of-pocket costs incurred by Seller in connection with Products covered by this Purchase Order and not shipped prior to cancellation or change and a reasonable profit based on such costs; provided that, Seller shall use its best efforts to resell or re-use Products or components not shipped, and the amount set forth in this subsection (b) shall be reduced by the amount received therefor; and (c) an equitable price adjustment for any changes.
15. **Transition of Supply.** Upon expiration or termination of the Purchase Order for any reason, Seller will cooperate with the Buyer to help avoid production disruptions while the production of the Goods is being resourced to another supplier. To the extent requested by the Buyer, and at no cost to Buyer, Seller will: (a) work diligently with the Buyer to identify an alternative source of supply that is acceptable to the Buyer; and (b) promptly provide all requested information and documentation regarding, and access to, Seller's manufacturing process, including identifying Seller's component-part and raw-material suppliers relating to the Goods. In addition, the Supplier will supply the Buyer at the prices and other terms stated in this Order during the transition period to the new supply source. If a transition period longer than 6 months is required, the Buyer and the Supplier will negotiate in good faith on the terms and conditions of any longer transition period.
16. **Buyer's Property.** Seller shall purchase for the account of Buyer or charge to Buyer any tools, jigs, molds, dies, fixtures, patterns or other equipment (collectively, "Tools") used or usable for producing Products pursuant to this Purchase Order, unless such Tools have been listed on Seller's invoice and approved by Buyer in writing. Seller acknowledges that all Tools otherwise used by Buyer, and all Products returned by Buyer for repair or pending replacement (collectively, "Buyer Property") are and shall be owned by Buyer and used only for the production of Products for Buyer. Seller shall have only temporary possession thereof and shall deliver all or any part thereof to Buyer immediately upon demand or automatically upon any bankruptcy or insolvency filing or other similar event. Seller at its own expense shall keep all Buyer Property in working condition and fully insured for the benefit of Buyer, and Seller shall bear the risk of loss and damage of Buyer Property at all times while in Seller's possession, will keep it segregated from all other assets and labeled as being the property of Buyer, shall not move Buyer Property from Seller's premises without Buyer's prior written consent except in case of an emergency in order to protect Buyer Property and with reasonable notice to Buyer after such emergency move, and will immediately sign and file any UCC-1 forms required by Buyer in respect thereof. Seller hereby grants Buyer the option of purchasing, at the lower of book value or current market value, any Tools which are not Buyer Property and have been used exclusively for the manufacture of the Products.
17. **Services Performed on Buyer's Property; Insurance.** Seller's work under this Purchase Order involves operations by Seller on the premises of Buyer or the premises of one or more of its customers, Seller and its employees, agents and subcontractors shall abide and agree to be bound by all applicable rules and regulations of Buyer's Rules and regulations for contractors and subcontractors, as available for inspection at any time by Seller, its employees, agents and subcontractors at Buyer's security office and such rules and regulations are hereby incorporated by reference and made a part of this Purchaser Order. Seller shall take all necessary precautions to prevent the occurrence of any injury to person(s) or property during the progress of such work. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's property on account of any work performed or materials furnished under this Purchase Order and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer. Seller shall be responsible for obtaining and maintaining insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory Limits for the state or states in which this Purchaser Order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$1,000,000 per accident, \$1,000,000 Bodily Injury by Disease Policy Limit and \$1,000,000 Bodily Injury by Disease Per Employee; (c) General Liability (including General Aggregate, Products/Completed Operations, Broad Form Property Damage, and Blanket Contractual Liability) - \$1,000,000 per occurrence; and (d) Automobile Liability (including owned, non-owned, hired, and leased vehicles) - \$1,000,000 combined single limit for Bodily Injury and Property Damage. At Buyer's request, Seller shall promptly furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and such certificates shall require the insurer to give Buyer thirty (30) days prior written notice of any termination, reduction in the amount or scope of coverage under any policy. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this Purchase Order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any Products covered by this Purchase Order and shall not be required to make further payments except for conforming Products delivered or rendered prior to cancellation.
18. **Force Majeure.** Seller shall not be liable for a reasonable delay or default in furnishing Products hereunder and Buyer shall not be liable for failure to perform any of its obligations hereunder, to the extent that such delays or defaults on the part of Seller or such failure on the part of Buyer, are due to causes beyond their reasonable control (and not due to labor problems or Seller's negligence or financial difficulties) including without limitation acts of God, fire, flood, storm, natural emergency or war, provided that either party has given the other prompt notice of the commencement of the occurrence that caused the failure and shall continue to tender partial performance of the Purchase Order if possible. Notwithstanding the foregoing, in the event any delay in delivery by Seller caused by a force majeure event will, in Buyer's opinion, cause a delay in delivery to Buyer's customers, Buyer shall have the option to terminate all or a portion of this Purchase Order in order to obtain the Products elsewhere, without liability to Buyer on account thereof. Unprofitability or an increase in the cost or decrease in the availability of raw materials, components, fuel or supplies is not a force majeure event.
19. **Set Off.** Buyer shall be entitled at any time to set off any sums owing by Seller or its affiliated companies to Buyer or to any of Buyer's affiliated companies, against sums payable by Buyer in connection with this or any other Purchase Order. Upon Buyer's request, Seller will enter into a separate agreement consistent with these terms.
20. **Buyer's Liability.** In no event shall Buyer be liable for anticipated profits, interest, or penalties or incidental, consequential, punitive, exemplary or other damages or liabilities in connection with this Purchase Order, whether for breach of contract, late payment, property damage, personal injury or death or otherwise, beyond the sum set forth in Section 13 hereof, or, if not applicable, the price for Products accepted by Buyer.
21. **Limitation on Assignment.** This Purchase Order is issued to the Seller in reliance upon its personal performance of the duties imposed and by accepting same the Seller agrees not to assign this Purchase Order or delegate the performance of its duties hereunder, except for the procurement of raw materials, without prior written consent of the Buyer. Failure to comply with provisions in this Section shall effect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder without liability.
22. **Compliance with Laws.**
  - (a) Seller agrees to comply with all applicable federal, state, provincial and local laws, rules, regulations and ordinances in connection with the design, manufacture, sale, delivery and use of the Products, including without limitation obtaining or making all approvals and filings, and, upon request, Seller will submit to Buyer evidence of such compliance.
  - (b) In furtherance and not in limitation of (a) above: (i) All invoices must carry the following certificate, and Seller agrees to comply therewith as to all Products: "We hereby certify that these Products were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof." (ii) During the performance of this Purchase Order, Seller agrees to comply with all applicable provisions of the Equal Opportunity clause set forth in Title 41 of the Code of Federal Regulations 60-1.4(b); the Listing of Employment Openings clause set forth in Title 41 of the Code of Federal Regulations 50-250.2; and the Employment of the Handicapped clause set forth in Title 41 of the Code of Federal Regulations 60-741.4. This Purchase Order shall be deemed to incorporate by reference all the clauses required by the provisions of said regulations and laws. Further, Seller agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, national origin, or handicapped or veteran's status, and Seller certifies that it does not maintain any unlawful segregated facilities. (iii) To the extent that any of the Products are to be used by Buyer in connection with its manufacturing or assembly operations, including any activities incidental thereto, Seller hereby certifies and represents that said Products comply with all applicable federal, state, provincial and local environmental, safety and hazardous material transportation rules and regulations. (iv) All wood packaging materials shipped from outside the United States must comply with treatment and marking requirements of IPPC ISPM # 15 and the following statement must be on documentation provided with each shipment, "Any wood packaging material contained in this shipment complies with the treatment and marking requirements of IPPC ISPM #15." (v) To the extent any of the statutory or regulatory provisions cited above are amended, supplemented or replaced, or additional statutory or regulatory provisions are enacted, Seller's obligations under this Purchase Order shall be automatically amended in an identical manner and the Seller Documents shall contain all legends and other disclosures required by the same.
23. **Product and Chemical Disclosure**
  - (a) Buyer reserves the right to request 100% disclosure of material and chemical composition as necessary to meet customer and regulatory reporting requirements.
  - (b) Seller is required to provide product material content reports through the International Material Data System (IMDS) or other means identified by Buyer for all products, parts, components and raw materials sold to Buyer. This reporting includes, but is not limited to, 100% material composition and substances of concern (SOC) as defined by Buyer. For additional information refer to the DENSO Environmental and Safety Statement of Requirements and the DENSO SOC Reporting Guide, which are separate documents.
  - (c) Seller is required to provide Buyer with Material Safety Data Sheets (MSDS) for all supplied hazardous substances or products containing hazardous substances, as defined under 29 CFR 1910.1200 and other applicable regulations.
24. **C-TPAT Requirements.** For Seller's products to be imported in the United States, Seller shall accept, implement, and comply with all applications, recommendations or requirements of the United States Customs Service's Customs-Trade Partnership Against Terrorism (C-TPAT) initiative. At Buyer's or the Customs Service's request, Seller shall certify in writing its acceptance, implementation, and compliance with the C-TPAT and any accompanying recommendations and guidelines. Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's fees or other professional fees) arising from or relating to Seller's failure to accept, implement or comply with C-TPAT.
25. **Governing Law, Jurisdiction.** This Purchase Order shall be construed and governed by the laws of the State of Michigan, and the state and federal courts in the Eastern District of Michigan shall have exclusive jurisdiction and venue over the subject matter hereof.
26. **Severability.** If any provision of this Purchase Order, or portion of any provision, is declared or found to be unenforceable, the balance of this Purchase Order or such provision shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof. In particular, if an interest rate provided for herein is higher than that permitted by applicable law it shall automatically be amended to the highest legal rate.
27. **Inventions.** Buyer shall own all right, title and interest in and to all intellectual property, including inventions, designs, developments, research, methods, processes, improvements, materials, and works of authorship, as well as all tangible and intangible deliverables, and all intellectual property rights in and to all of the foregoing, created, conceived, authored, or reduced to practice under or in connection with this Purchase Order. Seller hereby assigns to Buyer, for no additional consideration, all Seller's rights, including copyrights in all intellectual property and deliverables prepared by Seller under or in connection with this Purchase Order. All of the foregoing shall be the confidential and proprietary property of Buyer, whether or not patentable, copyrightable, or otherwise protectable. Seller shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent, copyright or otherwise perfect or protect for the benefit of Buyer any of the foregoing upon request of Buyer. In the event this assignment fails for any reason (including operation of law), Seller hereby grants Buyer a fully paid-up, irrevocable, perpetual, worldwide, license and right to any and all tangible items, intellectual property and intellectual property rights that are not conveyed by this Purchase Order.
28. **Proprietary Information.** Any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller in connection with this Purchase Order regardless of form or notice shall be deemed confidential and proprietary information of Buyer and shall not be used by Seller for any purpose other than performing under this Purchase Order for Buyer's benefit, nor shall it be disclosed by Seller without Buyer's prior written approval. Seller agrees not to assert any claims with respect to the use or disclosure of any technical information (including product and chemical disclosure necessary to meet customer or regulatory reporting requirements) by Buyer (or Buyer's direct or indirect customers) which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this Purchase Order.
29. **Service and Replacement Parts.** If this contract is for the sale of direct material or components for Buyer's finished product, then the following section shall apply. During the term of this agreement, Seller will sell to Buyer Products necessary to fulfill Buyer's service and replacement parts requirements to Buyer's customers at the then current production price(s) under this Contract. If the Products are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If this agreement is in effect at the end of the vehicle production program into which the Products covered by the Purchase Order are incorporated, Seller will also sell Products to Buyer to fulfill Buyer's and its customers' service and replacement parts requirements during the longer of (i) the period required by Buyer's customer or (ii) a ten (10) year period following the end of such vehicle production program (the longer of (i) or (ii) shall be deemed the "Post Production Period"), and this Contract will automatically remain in effect during the entire Post Production Period. During the initial three (3) years of the Post Production Period, the price(s) for such Products will be the production price(s) that were in effect at the commencement of the Post Production Period. For the remainder of the Post Production Period, the price(s) for such service Products will be as reasonably agreed to by the parties. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities.
30. **No Advertising.** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.