

GENERAL TERMS AND CONDITIONS OF PURCHASE
(Global)

1. Agreement. The purchase order, scheduling agreement, supply agreement or other purchasing document(s) to which these General Terms and Conditions of Purchase are attached or are incorporated, and any other documents attached to or incorporated therein or herein, is a contract (the “**Agreement**”) between the affiliate(s) of Tenneco Inc. identified in the Agreement (“**Buyer**”) and the seller-party(ies) identified in the Agreement (“**Seller**”) for Seller’s sale to Buyer, and Buyer’s purchase from Seller, of the goods and related services described in the Agreement (“**Products**”). Seller’s express acceptance or commencement of work on Products, or Seller’s failure to object in writing within seven days after receipt, will constitute acceptance of the Agreement as the complete and exclusive agreement of the parties regarding the subject matter of the Agreement. Seller’s acceptance is expressly limited to the terms of the Agreement. Any terms or conditions proposed by Seller (including in Seller’s quotation, order acknowledgments and/or invoices) that are different from or in addition to the terms and conditions of the Agreement are hereby expressly rejected by Buyer and are not a part of the Agreement. The Agreement constitutes the entire agreement between Seller and Buyer, and supersedes all prior and contemporaneous oral or written agreements, representations and communications, regarding its subject matter. The Agreement may be modified only by a written amendment issued by Buyer or signed by an authorized representative of Buyer.

2. Supplier Manual and Other Requirements. Except to the extent inconsistent with the Agreement, Seller will comply with the applicable requirements of (a) Buyer’s supplier manuals, policies and other documents and terms that are accessible at <<http://tsp.tenneco.com/>>, as amended from time to time, and (b) Buyer’s requests for quotation or statements of work for the Products. Seller will also comply with the applicable requirements of Buyer’s customers (including such customers’ general terms and conditions of purchase) to the extent such requirements (i) are consistent with (or, if inconsistent, more favorable to Buyer than) the terms of the Agreement, and (ii) have been communicated or are otherwise known to Seller. Each of the additional requirements set forth in this Section are incorporated into these General Terms and Conditions by reference.

3. Quantity. If the Agreement does not specify a specific quantity, or provides for a quantity of zero, “blanket,” “per release” or the like, Seller will maintain capacity to supply Buyer’s peak daily, weekly and annual needs for Products. Any forecasts provided by Buyer of estimated quantities (including any such forecasts provided in a purchase order, scheduling agreement or outside the firm period of Buyer’s releases) are not binding on Buyer and are for informational purposes only. Under no circumstances will Buyer be obligated to purchase any quantity of Products except as expressly provided for in the Agreement or in the firm period of Buyer’s releases for Products.

4. Delivery. Seller will deliver Products strictly in the quantities, at the times, by the methods and at the locations specified in the Agreement or, if not specified, in accordance with Buyer’s releases. Buyer may at any time change the rate of scheduled shipments, the quantity of shipments or direct temporary suspension of scheduled shipments. Time of delivery and quantity are of the essence, and Seller will maintain, at its expense and risk, an adequate quantity of safety stock of materials, components and finished Products at the most current design level to ensure timely delivery in Buyer’s requested quantities. Buyer will not be required to pay for excess quantities, which Buyer may elect to return to Seller at Seller’s risk and expense. If Seller fails to, or threatens not to, timely deliver Products, Buyer may, in its discretion, at Seller’s expense and without incurring liability to Seller, (a) approve a revised delivery schedule, (b) require expedited or premium shipment, (c) purchase or manufacture similar products (and, in such case, Seller hereby grants Buyer a license to use Seller’s Intellectual Property Rights (as defined below) to accomplish the same), (d) cancel all or a portion of the delivery, and/or (e) exercise any of Buyer’s other rights or remedies. For each shipment, Seller will provide Buyer with all information necessary for identification and control of the Products shipped. Seller will bear risk of loss on all Products until final acceptance at destination. The terms FOB, FCA or any other shipping terms used in the Agreement refer to transportation charges and logistics costs only and not to title transfer. Title to Products will remain with Seller until delivery of the Products to Buyer’s final receiving docks is completed.

5. Nonconforming Products. Products are subject to Buyer’s inspection and acceptance at the times determined by Buyer in its discretion and notwithstanding Buyer’s receipt of or payment for Products. If Seller delivers defective or nonconforming Products, Buyer may, in its discretion, at Seller’s expense and without incurring liability to Seller, (a) return the Products, (b) purchase or manufacture similar products (and, in such case, Seller hereby grants Buyer a license to use Seller’s Intellectual Property Rights to accomplish the same), (c) retain the Products and reduce the price by Buyer’s damages, (d) repair or have the Products repaired, (e) require Seller to promptly replace or correct the Products, and/or (f) exercise any of Buyer’s other rights or remedies.

6. Price. Unless otherwise provided in the Agreement, prices for Products are not subject to increase, and Buyer is exempt from, and Seller will not impose, or threaten to impose, any surcharge of any kind, including for any costs associated with the development, sourcing, production, packaging, storage, delivery or sale of Products or the performance of any of Seller’s other obligations under the Agreement. Unless otherwise provided in the Agreement, the prices set forth in the Agreement include any sales, use, excise, services, value-added, goods or services, or similar taxes. To the extent Buyer has agreed, or is required by applicable law, to pay such taxes separately, Seller will separately state all charges for such taxes on its invoices (or other such documents).

7. Cost Savings. Seller will participate in Buyer’s cost savings and other initiatives and implement its own initiatives to reduce Buyer’s costs. If Seller learns of a necessary change to the Products, or a possible change to the Products that may reduce costs, improve

quality or otherwise be beneficial to Buyer or its customer, Seller will promptly inform Buyer of the possible change in writing. Seller will not implement any change without Buyer's prior written approval. Seller will actively participate in continuous improvement activities to assist in improving cost and design and will aggressively pursue Value Analysis/Value Engineering, Tenneco Value Management and cost savings on Buyer's behalf.

8. Competitiveness. Seller will continually review pricing as necessary to remain total cost competitive for market products similar to the Products. During the term, Buyer will have the status of a most-favored customer with respect to matters of pricing and, where applicable, payment terms, scheduling, delivery, warranty and indemnification. If Seller offers more favorable terms to any of its other customers during the term of the Agreement who are purchasing similar types and quantities of products, Buyer will be entitled to the more favorable terms for the Products from and after the date of such offer. Furthermore, Buyer may market test the Products to determine whether Seller is competitive (including with respect to quality, delivery, technology and price) for products in substantially similar quantity, quality and specification as Products. If Buyer determines that Seller is not competitive and notifies Seller in writing, Seller will have 30 days from the date of such notice to become market competitive. If Seller fails or refuses to become market competitive, Buyer may immediately terminate all or part of the Agreement for cause or reduce its orders of such Products from Seller, without liability to Seller; provided that Buyer will timely remit any payment due to Seller for Products accepted by Buyer.

9. Warranty. Seller warrants that the Products (a) will conform, in all respects, to the specifications, standards, drawings, samples, descriptions, quality requirements, performance requirements, statements of work, and fit, form and function requirements furnished by Buyer, or furnished to Buyer and approved by Buyer in writing, for the Products, (b) will be manufactured exclusively using the processes approved by Buyer, (c) will satisfy all applicable industry standards and comply with all applicable laws, statutes, ordinances, regulations, treaties, court orders and other requirements of governmental authorities, including as applicable in Seller's location, Buyer's location and any other location where the Products may be transported, used or sold (collectively, "**Law**"), (d) will be merchantable and free from defects in design, materials and workmanship, (e) will be fit and sufficient for the particular purpose intended by Buyer and its customers, of which Seller is aware, (f) will be new and conveyed by Seller to Buyer with good title, and free and clear of all liens, claims, encumbrances or other rights of Seller and third parties, and (g) do not and will not infringe upon, violate or misappropriate the Intellectual Property Rights of any third party (except to the extent that the design of the Product was provided by Buyer). The foregoing warranties (i) are in addition to all other warranties provided under applicable Law, (ii) extend to the Products' future performance, (iii) survive Seller's delivery of the Products, Buyer's receipt, inspection, testing, acceptance, use of the Products and Buyer's payment for the Products, and (iv) inure to the benefit of Buyer, its successors and assigns, and Buyer's customers and the users of Buyer's or its customers' goods that incorporate the Products. Seller will transfer and assign to Buyer all of its rights (but not any obligations) under all applicable warranties from its subcontractors and other third parties with respect to the Products. If Seller delivers defective or nonconforming parts, in addition to Buyer's other remedies, Buyer may recover from Seller administrative charges in accordance with the schedule set forth in the Supplier Manual.

All warranties applicable to Products will commence upon delivery and continue in effect for the longer of (i) expiration of the period provided by applicable Law, (ii) expiration of the warranty period provided by Buyer to its customer(s) with respect to the Products or Buyer's goods into which Products are incorporated, as applicable, and (iii) expiration of such other period as expressly provided in the Agreement (including in the applicable Product specifications).

10. Recall Campaigns and Similar Programs. Notwithstanding expiration of any applicable warranty or limitations period, if (a) Buyer, any of Buyer's customers, any motor-vehicle manufacturer or any governmental authority determines that a recall campaign or owner notification program is appropriate or necessary to comply with applicable Law, or (b) within Buyer's reasonable exercise of its business judgment, such recall campaign or owner notification program is necessary, costs for such activity will be apportioned on the basis of the causal fault respectively attributable to Buyer and Seller, as reasonably determined by Buyer. For the purposes of the Agreement, a recall campaign includes any systematic effort to locate product that is in breach of Buyer's or Buyer's customers' and/or any motor vehicle manufacturer's warranties or otherwise required to be recalled to inspect and correct or replace a product or part of a product.

11. Duration. Unless otherwise provided in the Agreement, the initial term of the Agreement will commence upon acceptance and expire one-year thereafter, and unless either party provides the other with written notice of non-renewal at least six months before the expiration of the initial term of the Agreement, the Agreement will automatically continue in effect thereafter for rolling one-year terms but will be terminable by either party on at least six months' written notice. Notwithstanding the foregoing, the term of the Agreement will automatically expire upon the end of the applicable product or program life (either in its entirety or, if only a subset of Products are affected, only with respect to such Products). Except as expressly agreed by the parties in writing, all terms of the Agreement will remain in force and effect without modification during any renewal period. Unless otherwise provided in the Agreement, provisions of the Agreement that by their nature should apply beyond the duration of the Agreement will remain in force after any termination or expiration of the Agreement, including the following provisions of these General Terms and Conditions: Warranty; Recall Campaigns and Similar Programs; Post-Termination Obligations; Service and Replacement Parts; Indemnification; Remedies; Setoff; Buyer's Property; Seller's Property; Intellectual Property; Information; Inspection, Audit; Compliance; Insurance; Governing Law; Jurisdiction; Venue; Customer Disputes; and Terms Applicable in Certain Jurisdictions.

12. Termination. Buyer may terminate all or any part of the Agreement or any delivery schedule, or reduce its orders of Products, without any liability, at any time after any one or more of the following: (a) Seller repudiates any of its obligations to Buyer, (b) Seller breaches any of its obligations to Buyer and fails to cure within a commercially reasonable time, in no case exceeding 10 days after notice thereof (provided that no such notice and right to cure will apply if Seller's breach imminently threatens to interrupt or delay Buyer's or any of Buyer's customers' manufacturing operations), (c) Seller fails to provide Buyer, within a commercially reasonable time after Buyer's request (but in no case exceeding five days after such request), with adequate and reasonable assurance of Seller's financial and operational capability to perform timely all of Seller's obligations to Buyer, (d) Seller takes any action, or fails to take any action reasonably requested by Buyer or required under the Agreement or any other contract between Buyer and Seller, the result of which is an imminent interruption or delay, or threat of imminent interruption or delay, of Buyer's or its customers' manufacturing operations, (e) Seller's liabilities exceed its assets or Seller is, or is reasonably likely to become, unable to pay its debts as they come due in the ordinary course of Seller's business, (f) Seller is deemed insolvent under applicable Law, (g) Seller files or becomes subject to a bankruptcy, reorganization or similar proceeding or scheme, or an administrator, receiver or trustee is appointed over Seller or its assets, and/or (h) a direct or indirect change in control or ownership of Seller or substantially all of its assets occurs without Buyer's prior written consent. Buyer and Seller acknowledge that the existence and continued effectiveness of Buyer's customer contracts relating to goods into which the Products are incorporated is a fundamental basis for the Agreement.

13. Post-Termination Obligations. Upon expiration or termination of the Agreement (or any part of the Agreement) for any reason, to the extent requested by Buyer in writing, Seller will promptly take the following actions and other actions as may be reasonably requested by Buyer to transition production of the Products (or such Products relating to the terminated portion of the Agreement) from Seller to an alternative source without production disruptions: (a) manufacture, deliver and sell to Buyer an inventory bank of Products in such quantity as Buyer requests, with pricing equivalent to the pricing in effect immediately before expiration or termination, (b) promptly provide to Buyer all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of supplies and components, (c) assign to Buyer or Buyer's designee any or all supply contracts or orders for raw material and components relating to Products, (d) sell to Buyer, at Seller's actual cost, any or all work-in-process and/or raw-material and component inventory relating to Products, and (e) sell to Buyer any or all finished Products, with pricing equivalent to the pricing in effect immediately before expiration or termination. If Buyer terminates only part of the Agreement, Seller will continue any work not terminated.

14. Service and Replacement Parts. Seller will sell to Buyer goods necessary for Buyer to fulfill its service and replacement parts requirements, including the service and replacement parts requirements of Buyer's customers, during the term and for a period of 15 years (or, if required by Buyer's customers, such longer period) after the end of regular (serial) production of the Products or goods into which the Products are incorporated (whichever is later). Prices during the first five years after expiration of the term will be those in effect at the conclusion of regular production purchases; prices thereafter will be determined by Buyer and Seller in good faith. 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.

15. Indemnification. Seller will indemnify, hold harmless and defend Buyer and its subsidiaries, affiliates, successors and assigns, and their respective directors, officers, employees, attorneys, agents and other representatives, from and against any and all claims, demands, losses, damages, liabilities, causes of action and expenses (including fees or penalties payable by Buyer to its customers (e.g. no-fault found charges), internal and out-of-pocket costs of defense, mediation and settlement, and reasonable attorneys' and other professionals' fees), and including claims for death of or bodily injury to any person, or injury to or destruction of any property, if and to the extent such claims directly or indirectly relate to or arise out of or in connection with: (a) negligent or willful acts or omissions of Seller or its subcontractors, employees or other representatives, (b) Seller's, its subcontractors', employees' or other representatives' breach of the Agreement or violation of applicable Law, (c) misappropriation, violation or infringement of any Intellectual Property Rights of any third party arising from the manufacture, sale or use of Products (except to the extent that the design of the Product was provided by Buyer), and/or (d) errors discovered during an audit conducted by Buyer.

16. Remedies. All of Buyer's rights and remedies, and any exercise by Buyer thereof, are cumulative, not exclusive, and in addition to all other rights and remedies of Buyer arising under the Agreement, under applicable Law or in equity. Damages will not be a sufficient remedy for Seller's actual or threatened failure to deliver Products on time and in Buyer's requested quantities, and such failure would cause irreparable damage to Buyer, including damage to Buyer's relationships with its customers, suppliers, labor unions, lenders, and prospective future customers, the exact amount of which would be difficult to ascertain, and that the remedies at law and monetary damages for any such breach would be inadequate; accordingly, Buyer will be entitled to a decree of specific performance or other injunctive relief as a remedy for any such failure. Seller may not take any action or position inconsistent with this acknowledgement.

17. Changes. Seller will promptly make any changes Buyer directs in writing with respect to the Products or general scope of the Agreement. Any such changes will not affect the price or delivery time for Products unless (a) within 15 days after Buyer's notice of the change, Buyer receives from Seller written notice of a claim for adjustment with all sufficient information regarding Seller's costs and production timing to allow Buyer to verify such claim, and (b) after verifying such claim, Buyer reasonably determines that an adjustment (up or down) is appropriate. Nothing in this Section, including any disagreement as to any adjustment, will excuse Seller

from performing the Agreement as changed. Seller may not make any changes relating to Products, including production location, subcontractors, processes and procedures, composition, fit, form, function or appearance, or chemicals, raw materials or any components or ingredients, without Buyer's advance written approval, which may be given or withheld in Buyer's sole discretion.

18. Setoff. In addition to any right of setoff or recoupment provided by Law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer will have the right to set off against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries, and if Buyer exercises such right, Seller will take all appropriate actions to adjust the amount of indebtedness of it and its affiliates/subsidiaries as requested by Buyer.

19. Force Majeure. Any delay or failure of either party to perform its obligations under the Agreement will be excused to the extent that the delay or failure was caused by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (a "**Force Majeure**"). Seller's or its subcontractors' financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller. Seller will give Buyer prompt notice of any event or circumstance that is reasonably likely to result in a Force Majeure, and the anticipated duration of such Force Majeure. Seller will use all diligent efforts to end the Force Majeure, ensure that the effects of any Force Majeure are minimized and resume full performance under the Agreement. During any Force Majeure, Buyer may, at its option (a) purchase Products from other sources and reduce its orders to Seller by such quantities without liability to Seller, and require Seller to reimburse Buyer for any additional costs to Buyer of obtaining the substitute Products, (b) require Seller to deliver to Buyer all finished Products, work in process or parts and materials produced or acquired for work under the Agreement, or (c) require Seller to provide Products from other sources in such quantities and at such times requested by Buyer, and at the price established by the Agreement for the Products. If requested by Buyer, Seller will, within five days of such request, provide adequate assurances that the Force Majeure will not exceed 30 days. If the delay lasts more than 30 days, or Seller does not provide such adequate assurances, Buyer may immediately terminate the Agreement without liability to Seller.

20. Protection Against Supply Interruptions. Seller will, at Seller's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of Products for not less than 30 days during any foreseeable or anticipated event or circumstance, the occurrence of which could interrupt or delay Buyer's production or Seller's performance under the Agreement.

21. Buyer's Property. All tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, related software and other items and materials (together with any accessions, appurtenances, modifications, repairs and refurbishments thereto, and replacements thereof) and, in each case, all Intellectual Property Rights in the same, directly or indirectly furnished by Buyer, or for which Buyer has paid or agreed to pay (directly or through amortization in Product price) (collectively, "**Buyer's Property**"), will be and remain the property of Buyer (or Buyer's customer, as applicable), and all right, title and interest in Buyer's Property will remain with Buyer (or Buyer's customer, as applicable). All replacement parts, additions, improvements and accessories to Buyer's Property will automatically become Buyer's Property. Unless prohibited by applicable Law, Buyer may, at any time, for any reason and without payment of any kind, retake possession of or request return of any of Buyer's Property. Seller will immediately release Buyer's Property to Buyer (or its designee) upon request. Seller will bear all risk of loss of and damage to, and will insure (naming Buyer as loss payee), properly maintain and repair, and conspicuously mark Buyer's Property (to identify same as Buyer's Property and indicate Buyer's or its customer's name and address). Seller will not move Buyer's Property from Seller's premises, commingle Buyer's Property with Seller's or a third party's property or use Buyer's Property for any purpose other than performance of the Agreement. Seller waives and will prevent from attaching any liens, claims, encumbrances or other rights of Seller or any third party (other than Buyer's customer, if applicable) in Buyer's Property. To the extent any Intellectual Property Rights owned by or licensed to Seller are embodied in, or are otherwise necessary for the intended use of, any Buyer's Property, Seller hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses as necessary for any use of Buyer's Property, to use such Intellectual Property Rights. Buyer has not made and does not make any warranty or representation whatsoever, either express or implied, as to the condition, merchantability, design or operation of Buyer's Property or its fitness for any particular purpose.

22. Seller's Property. Seller, at its expense, will furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items that are necessary for the production of Products (except to the extent such property constitutes Buyer's Property, "**Seller's Property**"). Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is used exclusively for the production of Products upon payment to Seller of its actual cost less reasonable depreciation, less any amounts that Buyer has previously paid to Seller for the cost of such items and less any amounts otherwise owing to Buyer by Seller; provided, however, that this option will not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others, and this option may only be exercised in connection with a termination of the Agreement for cause or due to a Force Majeure (as permitted by the Agreement).

23. Intellectual Property.

(a) Applicability. This Section will apply where the parties have not entered into a separate written agreement with respect to the parties' Intellectual Property Rights (defined below) that expressly prevails over the Agreement.

(b) Definitions. "**Background Intellectual Property Rights**" means the Intellectual Property Rights of Buyer or Seller existing before the parties began technical cooperation with respect to Products or, if earlier, the effectiveness of the Agreement. "**Buyer Technology**" means (i) Buyer's Background Intellectual Property Rights, and (ii) any Intellectual Property rights developed with respect to, or for incorporation into, the Products by: (A) Buyer alone, (B) Buyer and Seller jointly, or (C) Seller alone if Buyer has agreed to pay for the development work (including pursuant to subsection (e) below), but in each case (A) to (C) excluding Seller's Background Intellectual Property Rights. "**Intellectual Property Rights**" means all inventions, patents (including utility patents, design patents and patent applications), trade secrets, trademarks, service marks, trade dress, industrial designs, mask works, copyrights, know-how, software, data base rights and other proprietary rights. "**Seller Technology**" means (i) Seller's Background Intellectual Property Rights, and (ii) any Intellectual Property Rights developed by Seller that do not constitute Buyer Technology.

(c) Seller Technology. Seller will own all Seller Technology. Seller grants to Buyer an irrevocable, royalty free, non-exclusive, worldwide, perpetual, license, with the right to grant sublicenses, to use Seller Technology ("**License**") to (a) resell Products or incorporate Products purchased from Seller into goods and to sell the same, and (b) produce, use, sell and to obtain, from alternate sources, products similar to the Products (including related systems and components), provided that Buyer may use the License under this subsection (b) only (i) upon termination of the Agreement by Buyer for cause or due to a Force Majeure (as permitted by the Agreement), in which case the License will be royalty-free and fully-paid, or (ii) if after good-faith consultation with Seller, Buyer deems the use of the License reasonably necessary to prevent the interruption or delay of Buyer's or its customers' manufacturing operations, in which case the License will only be utilized for period(s) deemed reasonably necessary by Buyer for such purpose and provided that Buyer pays to Seller a reasonable royalty to be negotiated by Seller and Buyer in good faith.

(d) Buyer Technology. Buyer will own all Buyer Technology. Seller confirms the same and assigns to Buyer all of Seller's right, title and interest in and to all Buyer Technology. Seller may only use Buyer Technology to produce and supply Products to Buyer. Seller will execute any documents to assign ownership in such Buyer Technology to Buyer and hereby appoints Buyer, and Buyer's representatives, as its attorney-in-fact to accomplish same.

To the extent that any Buyer Technology is copyrightable works or works of authorship (including computer programs, technical specifications, documentation and manuals), the works will be considered "works made for hire" for Buyer. If the works do not qualify as "works made for hire" for Buyer, Seller hereby assigns to Buyer all right, title and interest in all copyrights and waives and agrees not to exercise all moral rights therein. Seller will obtain the consent of any individual author of copyright to any acts or omissions hereunder that would infringe their "moral rights."

If any assignment of Buyer Technology provided for hereunder is not permissible or effective under applicable Law, Seller hereby grants Buyer and its affiliates the exclusive, worldwide, royalty free, irrevocable, sub-licensable, transferable right, unlimited in terms of time, place and content, to use and exploit such Buyer Technology at Buyer's sole discretion, in any manner. If any Buyer Technology is a right to use software, such right will not be restricted to the object code, and Buyer will be delivered the source code and any and all related documentation.

(e) New Development Work. Prior to undertaking any new development work relating to the Agreement or the Products that is not contemplated by an existing agreement between Buyer and Seller, Seller will provide to Buyer written notice setting forth the scope of the work. Buyer may elect, in its discretion, to pay for such development work, in which case Buyer and Seller will enter into a development agreement in such form as is reasonably acceptable to Buyer and under which Buyer will agree to reimburse Seller for its actual, reasonable and documented costs associated with such work. If Buyer elects to pay for development work, or if Seller fails to provide Buyer with the required notice under this subsection, all Intellectual Property Rights arising out of such work will be Buyer Technology.

(f) Software Escrow. At any time during the term of the Agreement, to the extent that any Products include any software or require software for the manufacture thereof, at Buyer's request, Seller will enter with Buyer into an agreement that requires Seller to deposit the source codes for all such software with an escrow agent selected by Buyer on commercially reasonable terms and conditions. Such agreement will require the escrow agent to release such source codes to Buyer upon termination of the Agreement for cause or due to a Force Majeure (as permitted by the Agreement).

(g) Further Assurances. Seller will perform (or cause the performance of) all further acts and things, and execute and deliver (or cause the execution or delivery of) all further documents, required by Law or that Buyer reasonably requests, to vest in Buyer the full benefit of any right, title and interest assigned to Buyer under this Section.

24. Seller's Personnel. Seller has exclusive control over its employees, representatives, agents, contractors and subcontractors who provide services hereunder (collectively, "**Personnel**") and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Seller has the exclusive right to hire, suspend, lay off, transfer, recall, promote, discipline, discharge and adjust grievances with its Personnel. Seller is solely responsible for all salaries and other

compensation of its Personnel and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. Seller's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Buyer's employees.

25. Information. The Agreement and all information furnished by Buyer in connection with the Agreement is confidential and proprietary information of Buyer. Seller will not disclose such information to any other person, or use such information itself for any purpose other than performing its obligations under the Agreement. Seller will not refer to Buyer or its affiliates, the Agreement or the Products, or use Buyer's or its affiliates' trademarks or trade names, in advertising, promotional or other materials or public releases, without Buyer's prior written consent. Seller will not assert any claim (other than a claim for patent infringement) with respect to any technical or other information that Seller has disclosed or may hereafter disclose to Buyer or its affiliates in connection with the Agreement or the Products. Any technical or other information provided by Seller to Buyer or its affiliates will not be subject to confidentiality or nondisclosure obligations unless the parties have entered into a separate written confidentiality and nondisclosure agreement before the effectiveness of the Agreement.

26. Inspection; Audit. Seller grants Buyer and its designees access to Seller's premises and all pertinent information (including processes and procedures, books, records, payroll and other data, receipts, correspondence and other documents) for the purpose of auditing Seller's compliance with the terms of the Agreement (including charges under the Agreement) or inspecting or conducting an inventory of finished Products, work-in-process, raw materials, Buyer's Property and work or other items to be provided pursuant to the Agreement. Seller will maintain, for a period of at least five years (or such longer period as may be designated in Buyer's purchasing documents), complete and accurate books and records and any other financial information. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate Buyer's audit. If requested, Seller will provide to Buyer (or a third-party service provider authorized by Buyer to conduct a financial-risk assessment) copies of Seller's most current financial statements and supporting data and schedules. Seller will also impose on its subcontractors the obligations contained in this Section.

27. Compliance. Seller will comply with, and will ensure the Products comply with, all applicable Laws and provisions of Buyer's Code of Conduct (accessible at <http://www.tenneco.com/governance/code_of_conduct/>), as amended from time to time, or Seller's own code of conduct provided it is substantially similar to Buyer's. Unless otherwise provided in the Agreement, Seller will obtain all permits, licenses, approvals and similar rights required to be obtained from any governmental authority for the performance of Seller's obligations under the Agreement, including for any import or export of Products. Seller is responsible for registration and, where necessary, authorization or notification of chemical substances contained in Products in accordance with the requirements of applicable Law (e.g. REACH, EU). Upon Buyer's request, Seller will provide Buyer, in such form as Buyer may reasonably request: (a) certification of Seller's compliance with applicable Laws, (b) any additional Product information to allow Buyer to comply with or assert rights under applicable Law, or (c) information sufficient to enable Buyer and/or Buyer's customers to timely comply with due diligence requirements, and respond to disclosure and/or audit requests and requirements regarding the ingredients and materials used in Products, including under "conflict minerals" laws. If requested by Buyer, Seller will conduct such investigations and due diligence of Seller's subcontractors (and obtain written certifications of such subcontractors) identifying the ingredients and materials in the Products and the country of origin of such ingredients and materials (or, following investigation and due diligence, information regarding why such country of origin cannot be determined). Seller represents and warrants that it is not subject to the jurisdiction of any country that is subject to a comprehensive U.S. embargo and is not designated on, or associated with, any party designated on any of the U.S. government's or United Nations' restricted parties lists.

28. Certain Prohibited Practices. Seller will not take any action that would, or fail to take any action where such failure would, directly or indirectly result in or constitute a violation by Seller or Buyer of applicable Law. Seller will not, and will cause its representatives not to, seek, accept, offer, promise or give any payments, fees, loans, services or gifts from or to any person (including Buyer's directors, employees or other representatives) or entity (a) as a condition or result of doing business with Buyer or Seller, or (b) with a view toward securing any business from such person or entity or influencing such person or entity with respect to the terms, conditions, or performance of any contract. Seller will not, and will cause its representatives not to, make, directly or indirectly, any offer or promise or authorization of a bribe, kickback, payoff or any other payment or gift intended to improperly influence an agent, government official, political party or candidate for public office to exercise their discretionary authority or influence. Seller warrants to Buyer that it has not taken any action prohibited by this Section in the past.

29. Trade Credits. Credits or benefits arising from the Agreement, including trade credits, export credits or the refund, offset or credit of duties, taxes or fees, will belong to Buyer. Seller will timely and accurately provide all information necessary to permit Buyer to receive such benefits, refunds, offsets or credits. Seller will ensure Products are and will be covered by any duty-deferral, free-trade-zone or supply-chain-security programs of the country of import.

30. Duty to Advise. Seller will promptly notify Buyer in writing of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences: (a) Seller's failure to perform any of its obligations under the Agreement, (b) delay in delivery of Products, (c) defects or quality problems relating to Products, (d) changes in Seller's corporate structure or organization (including any change in control or ownership), (e) deficiencies in specifications,

samples, prototypes or test results related to the Products, and/or (f) failure by Seller or its representatives to comply with applicable Law relating to Products or the Agreement.

31. Insurance. Seller will, at its sole cost and expense, obtain, maintain and provide the following insurance coverage through an internationally recognized insurance company and in a form that is reasonably acceptable to Buyer:

For Seller's operations in the United States (if any): (a) commercial general liability insurance (including premises, products/completed operations and contractual liability coverage insuring Seller's activities under the Agreement) with limits of no less than USD\$1,000,000 per occurrence and no less than USD\$2,000,000 general aggregate, naming Buyer as an additional insured, (b) automobile liability insurance with combined single limits of no less than USD\$1,000,000, naming Buyer as an additional insured, (c) workers' compensation insurance with no less than statutory limits; (d) employers' liability insurance with limits of no less than USD\$1,000,000, and (e) umbrella liability insurance with limits of no less than USD\$5,000,000. Such insurance will be provided on a primary and non-contributory basis and Seller's insurers will have no recourse against Buyer in any circumstance, including for premiums, deductibles or otherwise.

For Seller's operations outside the United States (if any): commercial general liability insurance (including, if available, extended product liability and all-risk property coverage), which will in particular cover (a) damages charged by Buyer's customer to Buyer and/or its affiliates and, if relevant, (b) damages to any of Buyer's Property used by Seller in connection with the Agreement, in each case with a minimum single limit of liability per occurrence of at least USD\$1,000,000 and supplemental umbrella / excess liability coverage in the amount of USD\$5,000,000.

Within 10 days after Buyer's request, Seller will deliver to Buyer certificates evidencing that such insurance coverage is in full force and effect. Such coverage may not be cancelled or modified without Buyer first receiving 30 days' prior written notice. These insurance requirements do not in any way reduce, limit or otherwise affect any obligations, liabilities or warranties of Seller under any other provision of the Agreement or otherwise under applicable Law.

32. Governing Law. The Agreement will be governed by the law of the jurisdiction in which Buyer is organized, without regard to any otherwise applicable conflict-of-laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.

33. Jurisdiction; Venue. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over the location of Buyer's registered office, in which event Seller consents to such jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer's registered office. Seller waives any objections to venue in such courts. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.

34. Customer Disputes. If any litigation, arbitration or mediation proceeding is pending or threatened by or between Buyer and its customer or another third party relating to the subject matter of the Agreement, Seller will consent to and submit to the jurisdiction of and be joined in that litigation, arbitration or mediation proceeding upon the request of Buyer, and will agree to be bound by all orders, rules and awards entered in that proceeding, which, in the case of arbitration, will be final and binding on the parties.

35. Authority; No Conflicts. Seller warrants that: (a) Seller has full organizational power and authority to enter into and perform its obligations under the Agreement; (b) the Agreement constitutes a legal, valid and binding obligation of Seller; and (c) Seller's acceptance and performance of the Agreement will not conflict with, or result in any violation or breach of any provision of Seller's organizational documents, any material contract of Seller or any applicable Law.

36. Relationship of Parties. Seller and Buyer are independent contracting parties and nothing in the Agreement will make either party the agent or legal representative of the other for any purpose. The Agreement is intended for the benefit of Buyer and its affiliates and subsidiaries, each of which are express third-party beneficiaries under the Agreement and will have the right to enforce the Agreement against Seller on their own behalf or derivatively through Buyer as trustee. Unless otherwise provided in the Agreement, the Agreement is not intended to benefit any other third party.

37. Notices; Communications. All notices required or permitted under the Agreement will be made in writing and be effective only upon receipt. Notices to Buyer will be provided at the address set forth on the face of the Agreement. Seller will comply with the method of electronic communication specified by Buyer.

38. Subcontracting; Assignment. Seller may not subcontract, assign or delegate its rights or obligations under the Agreement without Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion. If Buyer so consents, Seller will ensure that any such subcontractor or assignee is bound to the terms of the Agreement. Notwithstanding the existence or terms of any subcontract or assignment, Seller is responsible for the full performance of its obligations under the Agreement and for its subcontractors' or assignees' compliance with the terms of the Agreement.

39. Interpretation; Language. For purposes of the Agreement, whenever the word “including” (or any variation thereof) is used, it is deemed to be followed by the words “without limitation.” A rule of construction will not apply to the disadvantage of the Buyer because the Buyer was responsible for the preparation of the Agreement or any part of it. If these General Terms and Conditions or other purchasing documents are made available in any language other than English, they are for information purposes only, and the English-language version will control.

40. Waiver; Severability. Buyer’s failure at any time to require performance by Seller will in no way affect the right to require such performance at any time thereafter, nor will Buyer’s waiver of a breach constitute a waiver of any succeeding breach. Any waiver of a right by Buyer under the Agreement on any one occasion will not be construed as a bar to any right or remedy that Buyer would otherwise have had on a subsequent occasion. If any term of the Agreement is invalid or unenforceable under any Law, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such Law, and the remaining provisions of the Agreement will remain in full force and effect.

41. Terms Applicable to Certain Jurisdictions. The following provisions apply when (i) Seller will manufacture Products in the designated country, or (ii) any other aspect of Seller’s performance is required by the applicable Laws of any of the countries to be controlled by the laws of such country. To the extent the following provisions conflict with any other provisions of these General Terms and Conditions of Purchase, the following provisions will control.

(a) Germany. Section 377 of the German Commercial Code (HGB) will not apply with respect to Buyer’s inspection of Products. Any audit conducted by Buyer pursuant to the Agreement will be only on intervals deemed reasonably necessary by Buyer, are conditional upon Buyer providing reasonable advance notice and must be conducted during normal business hours. Buyer and Seller will observe all applicable mandatory data protection and antitrust Laws. Buyer will request financial information from Seller only if Buyer has reasonable grounds for insecurity as to Seller’s future performance due to its financial condition. If Seller has caused or is otherwise responsible for any product liability claims of any person, Seller will indemnify and hold harmless Buyer upon first request from and against any third party claims. Section 254 BGB will be applicable. If Buyer, in its relation with the injured person, is subject to special regulations regarding the burden of proof, these regulations will also apply in the relationship between Buyer and Seller. If Buyer or any of its affiliates is subject to product liability claims based on a defect of any Product in any other jurisdiction than Germany, Seller agrees on the venue of the claim of the injured person against Buyer or its respective Affiliate as being the venue for claims of Buyer against Seller. This clause will survive expiration or termination of the Agreement.

(b) Japan. Any reference to copyrights includes the rights stipulated in Article 27 and 28 of the Copyrights Act of Japan.

(c) Mexico. All disputes arising out of or in connection with these General Terms and Conditions or the Agreement will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “Rules”) by one or more arbitrators appointed in accordance with the Rules and the arbitrators will have ultimate authority to resolve all matters in the arbitration, including disputes over the enforceability of this arbitration provision or claims of unconscionability. The arbitration, including the rendering of the arbitral award, will take place in Mexico City, Mexico and the arbitration will be conducted in English. The prevailing party will be entitled to an award of attorney’s fees.

(d) People’s Republic of China. If Seller is an entity organized in China, the following terms will apply with respect to disputes arising under the Agreement: The parties will endeavor to resolve any claim or controversy arising out of the Agreement through amicable consultations for 30 days. If the dispute cannot be resolved through such friendly consultations, it will be resolved exclusively and finally by arbitration in Shanghai. The Shanghai International Arbitration Center (“SIAC”) will administer the arbitration under its rules unless Buyer is an entity organized outside of China, in which case the Hong Kong International Arbitration Center (“HKIAC”) will administer the arbitration under its rules. For disputes in which at least USD 1 million is at issue, the arbitral tribunal will consist of three arbitrators: one appointed by each party and the third, who will preside, selected by the two party-appointed arbitrators. For disputes in which less than USD 1 million is at issue, the parties will agree upon a single arbitrator. If any arbitrator is not appointed within the period prescribed by the rules of SIAC or HKIAC, as the case may be, such arbitrator will be appointed by SIAC or HKIAC. The arbitration will be held, and the award will be rendered, in the English and Chinese languages, provided that English will prevail to the extent of any inconsistency. The arbitration award will be final and binding and not subject to appeal. Any court of competent jurisdiction may enter judgment upon the arbitration award. The losing party, as determined by the arbitral tribunal, will bear the reasonable attorneys’ fees and expenses incurred by the prevailing party in connection with the dispute, as determined by the arbitral tribunal. All other costs and expenses will be borne by the party incurring such costs and expenses. Notwithstanding the foregoing, if a dispute requires injunctive or provisional relief, either party may at any time bring such dispute to a court of competent jurisdiction.

(e) Thailand. If Seller is an entity organized in Thailand, any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, will be settled by arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration and the conduct of arbitration thereof will be under the auspices of the Thai Arbitration Institute.

(f) United Kingdom. No representation, undertaking or promise will be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the Agreement except as expressly stated in the Agreement. Neither party will

have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Agreement (unless such untrue statement was made fraudulently). Without prejudice to the foregoing, the only remedy available to a party in respect of a breach of any representation that is incorporated into the Agreement will be for breach of contract. Any undisputed amounts that remain unpaid by Buyer as of the applicable due date will incur interest at an annual rate no greater than 3% above the Bank of England base rate.

(g) United States. Seller acknowledges that Buyer serves from time to time as a contractor for the United States Government. Accordingly, the parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (1)-(7), 60-250.5(a) and 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A, if applicable, and any statutory or regulatory requirements which may become effective after the date of the Agreement.