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STATE OF MICHIGAN
IN THE SUPREME COURT
(On Application for Leave to Appeal from the Michigan Court of Appeals)
(M. J., Kelly, PJ, Swartzle and Ackerman, JJ)

FCA US LLC,

Plaintiff/Counter-Defendant-Appellee,

v.

KAMAX Inc.,

Defendant/Counter-Plaintiff-Appellant,

and

KAMAX Mexico S. de R.L. de C.V.,

Defendant.

Supreme Court Case No. 168680
Court of Appeals Case No. 371234

Oakland County Circuit Court
Case No. 2024-205863-CB
Hon. Victoria Valentine

FCA APPENDIX TO PLAINTIFF-APPELLEE FCA US LLC's ANSWER IN OPPOSITION TO DEFENDANT-APPELLANT'S APPLICATION FOR LEAVE TO APPEAL

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Hearing Transcript (MCR 7.212(J)(3)(c))

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

FCA US, LLC,

Plaintiff,

vs Case No. 24-205863-CB

KAMAX, INC., and KAMAX MEXICO S DE RL DE CV,

Defendants.

_____/

MOTION

BEFORE THE HONORABLE VICTORIA A. VALENTINE

Pontiac, Michigan - Friday, May 17, 2024

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None.

EXHIBITS: Admitted

None.

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Pontiac, Michigan

Friday, May 17, 2024

- - -

(At 10:18 a.m., proceedings begin)

THE CLERK: Calling case number 2024-205863-CB, FCA versus KAMAX.

THE COURT: Okay. Good morning, again. Can you put your appearances on, please?

MS. GAMBINO: Sure. Michelle Gambino for FCA US, LLC.

MR. BARGER: David Barger for FCA as well, Your Honor. Good morning.

MR. KING: Stephen King on behalf of FCA. Good morning.

THE COURT: One more time.

MR. KING: Stephen King on behalf of FCA.

THE COURT: Thank you.

MR. KILLIPS: Sorry about that, Mr. King.

Your Honor, Jason Killips on behalf of KAMAX, Inc.

MR. STRUBLE: Good morning, Your Honor. Chris Struble for KAMAX, Inc.

THE COURT: Okay. Then party representatives, state your names, please.

MR. KILLIPS: Mr. Mahaffey, that would be you.

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MR. MAHAFFEY: Mark Mahaffey, KAMAX, Inc.

MS. GAMBINO: Stephanie, go ahead.

MS. SCOTT: And Stephanie Scott, FCA.

MS. GAMBINO: And Jeff.

MR. MIES: Good morning. This is Jeff Mies, in-house attorney for Stellantis, FCA.

THE COURT: Thank you.

Okay. Go ahead with the agreement, please.

MS. GAMBINO: Jason, do you want me to do it or you?

MR. KILLIPS: Either one. You're the Plaintiff, go ahead.

MS. GAMBINO: Okay.

Your Honor, we have agreed -- rather than having the Court need to set a specific bond, the parties have agreed that to the extent that KAMAX recovers a judgment in this case, that FCA US, LLC will -- will pay for the final judgment issued in KAMAX's behalf.

I probably could have said that a little better, but I tried.

MR. KILLIPS: And I think the additional clarification here, Your Honor, is simply that there -- there is some I think somewhat unclear case law from the Michigan Court of Appeals suggesting that a -- a defendant who was enjoined may have its damages limited by the

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amount of any injunction bond, and we simply wanted to make clear that in lieu of requiring a judgment bond or a injunction bond from FCA, FCA is going to agree that there is no limit on the damages that we recover, if in fact we do recover and prove our case and damages at the resolution of this case.

THE COURT: Okay. And both parties have the authority to enter into this agreement?

MS. GAMBINO: Yes, Your Honor.

MR. KILLIPS: Yes, Your Honor.

THE COURT: Okay. And then you'll submit an order with regard to the bond motion.

MS. GAMBINO: Yes.

MR. KILLIPS: We will, Your Honor.

MS. GAMBINO: It'll be better worded.

THE COURT: Thank you.

With regard to the motion for summary disposition.

MS. GAMBINO: Yes, Your Honor. We're ready to proceed, if Jason is.

MR. KILLIPS: I am, Your Honor.

THE COURT: Okay. Go ahead, please.

MR. KILLIPS: So, Your Honor, I know you will have read all of the papers in this case, so I don't need to go into all of that in great detail.

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I really want to start by addressing the Cadillac Rubber issue.

This Court must make a determination whether Cadillac Rubber and Airboss conflict, and if so, which controls. And I know I said must there; the must doesn't come from me, that comes from the Michigan Court of Appeals, first in that Michigan Millers Mutual Insurance Company case that we cite in our briefing, that discussed what the trial courts, and I'm quoting, are required to do when facing these sorts of conflicts, and then also from the Michigan Court of Appeals in the Woodring case, and that case holds that when a Michigan Supreme case, an opinion conflicts with a Michigan Court of Appeals opinion, the courts may not follow the Michigan Court of Appeals case.

So this determination does need to be made of whether there is a conflict and which one controls.

The -- the which case controls I think is an easy question. Airboss is from the superior court, and more recent, so I think there's no question that if there is a conflict, Airboss wins.

As to whether there is a conflict, I think there is, and here's where it comes from. Airboss held that there must be -- or to have an enforceable requirements contract, the quantity term must be for a precise set

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share of the buyer's needs.

Now if you look at the Cadillac Rubber contract, that contract, and there would be some ellipses in here, but what it says is the buyer shall purchase no less than one piece of each of the supplies, and no more than 100 percent of buyer's requirements for the supplies.

Now really, that's a contract for at least one part. The buyer has no obligation to purchase any set share of its needs from the seller, so that's not an enforceable requirements contract under Airboss, yet the Michigan Court of Appeals, in Cadillac Rubber, said that it was an enforceable requirements contract, that's the conflict between the two cases, is how they would have resolved language like that. And as -- for the reasons that we said, Airboss controls in the case of that conflict, and this Court should not follow Cadillac Rubber.

Now the purpose of that precise set share requirement from Airboss is the same purpose that the quantity term serves generally in all contracts for the sale of goods. It serves as a measurement of the party's performance, right? That's why the quantity term, as Michigan courts have recognized for decades, is the one essential term in a contract for the sale of goods governed by the Uniform Commercial Code.

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And we can see this just by taking the example of a fixed quantity contract, right? Imagine that the buyer needs 1,000 widgets. Well, we can easily look then to see if the buyer bought 1,000 widgets from the seller, or the seller delivered 1,000 widgets, and we can tell whether each party did what it had agreed to do. So it makes measurement of performance easy.

The same is true with a precise set share. So expand the example a little bit, let's say this is a 75 percent requirements contract, and let's say that the buyer again needs 1,000 widgets. Well, it's pretty easy to determine that the buyer needs to buy 750, and the seller needs to deliver 750, and you can easily tell whether each of them did what they were supposed to do.

This is where the contracts at issue in this case fall short of what the Airboss court required. Based on FCA's briefing, I think we all agree what the contract says and what it means. It mean that if FCA needed 1,000 parts, continuing that example, FCA would say well it must buy at least 650 of them from KAMAX. Well, but we know this isn't a 65 percent requirements contract, which that sort of looks like, but we know it's not that for two reasons. One, plainly, the contract doesn't say so, it includes this to 100 percent range, that this Court would actually have to read out of the contract to interpret

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this as a 65 percent requirements contract. But we also know it's not a 65 percent requirements contract, because FCA doesn't want it to be, and never intended it to be.

You'll see nowhere in its brief does it say that this is a 65 percent requirements contract, and I think it's pretty obvious that FCA doesn't want it to be that, because FCA wants and needs all the parts that it needs from KAMAX.

And by the way, it's -- this is also not a 100 percent requirements contract for the very same reason; you'd have to ignore other parts of the contract, the 65 percent number, for example, to interpret this as a 100 percent requirements contract.

So what are these contracts? I think you need to take FCA at its word. It's a contract that obligates, by its plain language, FCA to buy at least 65 percent of what it needs from KAMAX, but under which FCA could purchase more if it wants to, and that KAMAX must deliver all the parts that FCA orders.

But it's that last part that is really important here, because it means that KAMAX's obligation to deliver is not tied, or to use the language of Section 2306 of the Uniform Commercial Code, it's not measured by FCA's needs. It's measured by what FCA chooses to order.

And there is -- to be clear, there is no

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ambiguity about any of this. This is what the plain language says, and this is what FCA says in its briefing that these contracts mean.

This contract then looks a lot like those in Advanced Plastics or Ultra Manufacturing. Both of those cases featured contracts that had sort of requirements like language, but in which the seller's obligation to deliver was really measured by how much the buyer chose to order, not by any set share of the buyer's requirements, and in both of those cases, the courts held that those were not requirements contracts. The same is true here.

Really, this looks the most, I think, like the Ultra Manufacturing contract, and like that decision. Ultra Manufacturing, the contract said it covered some portion or all of buyer's requirements. So we know that the buyer had to buy something, but anything above that something was at the buyer's choice, and Judge Steeh, I think wisely ruled that that was not a requirements contract, but a release-by-release contract. This case tracks that, I think, pretty darn closely.

So all this means that these are release-by-release contracts. As the Court's, I think, well aware at this point, KAMAX rejected any future releases many months ago; I think it gave notice of that on -- back in November of 2023, and that it would not accept anymore releases

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after February of 2023 -- or 2024, excuse me.

So that means that KAMAX's contractual obligations to deliver parts to FCA have simply expired, and they expired months ago. All of FCA's claims depend on these being ongoing requirements contracts. So since these are not ongoing requirements contracts, all of FCA's claims must fail.

That also means that there is no further basis for this injunction. The injunction should be dissolved. And it also mean -- means that KAMAX prevails on its claims. The only real defense that FCA raises to FCA's or, excuse me, to KAMAX's claims, is that there is an enforceable contract here. Well, if there isn't, that defense goes away as well.

So, Your Honor, look, I'd -- I'd much rather talk with you about the questions that you have or the things that interest you here, so I'm happy to answer any questions, but otherwise, we ask that our motion for summary disposition be granted.

THE COURT: Thank you.

Ms. Gambino?

MS. GAMBINO: Your Honor, we ask for the exact opposite. We believe the motion should be denied. I think it's pretty straightforward.

I want to kind of address Mr. Killips' points as

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he brought them up, and then I -- I have two slides I think -- I'm a visual person, so if the Court would let me share the screen when it's appropriate, I'll ask the Court to indulge me on that.

One, let me reframe this. Mr. Killips started out and said this is really Cadillac Rubber versus Airboss, and the Court is asked to reconcile the two of them. No, you don't have to do that, Your Honor. You don't have to do that at all, because the footnote in the Airboss case is footnote four, and what Airboss -- what the Michigan Supreme Court says is that Airboss has asked it to reconcile and/or overrule Cadillac Rubber as it relates to another case, which is the Acemco case. I'm probably slaughtering that name, so apologies, I can give the Court the cite, if the Court needs it. That's what the Supreme Court said is the issue, can I reconcile Cadillac Rubber with Acemco. It didn't say can I -- can I reconcile this holding with Cadillac Rubber.

Airboss stands for the very unremarkable, truly unremarkable, what we all learned in contracts class as we were in law school, you can't have a bargain that's one-sided, you have to have a person agree and a UCC contract to buy something. A blanket order is vague. No one knows what that means, there's no number associated with it, you can't find an integer in it. That's what the court

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decided. Nothing more, nothing less. And the Michigan Supreme Court, let's not be fools here, if they wanted to reverse Cadillac Rubber, they could have done it. In fact, they note that they were asked to do it. And did they do it? They chose not to. They instead reversed Great -- Great Northern. So they know how to do it, and so if they thought that a range didn't suffice, they could have said that. They didn't, and they -- and they don't have to. Why? Because a range does suffice. A mathematical range is exactly what a quantity is. They're both finite numbers.

Now, the big difference is -- Mr. Killips says well, it's not really fair, because then my supplier doesn't exactly know, is it going to be 65 percent, 85 percent, or 100? Well then the answer to that is the fact of -- that it may not be fair or the supplier doesn't like the range, the answer is so simple. They don't agree to the purchase order when it's sent to you. You have the choice, supplier, to say I don't want to work in that range. For instance, if -- if a supplier says I don't feel -- the range, like it is in Cadillac Rubber, is 1 to 100 percent of all parts, if the supplier doesn't want to agree to that, they don't have to, but that doesn't make the range not a quantity term, right?

Here, if it -- KAMAX did not want to agree to

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the 65 to 100 percent, which it can -- it can do the math, oh, that means either say 65,000 parts or 100,000 parts, I'm good for that, I'm happy to provide somewhere in that range, because I know my profit margin will be X, they can do that. That's a choice. But that doesn't negate what the range is, which is a quantity term.

And so don't -- respectfully, Your Honor, don't go down the rabbit trail of -- of what Mr. Killips is asking you to do, which is overrule Cadillac Rubber and the Court of Appeals. The Michigan Supreme Court did not do that, and I strongly ask the Court not to do the same.

Your Honor, if I can share my screen, if that would be okay? Sometimes I think that's helpful.

THE COURT: Go ahead, please, and allow share screen.

MS. GAMBINO: Thank you.

Can the Court see the PowerPoint?

THE COURT: Yes.

MS. GAMBINO: Okay.

So, Your Honor, I'm very visual in terms of like putting it in simple terms. I think in simple terms -- and so I -- I tried to do that here.

Is it a quantity term? Yes. The plain language obligates FCA to do something. What is that? To buy at least 65 percent and up to 100 percent from this supplier.

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That is different than Airboss that relates to solely a blanket order, which is too vague to -- to know exactly what is being asked of, of the supplier.

The Ultra case that Mr. Killips likes out of the Eastern District, which is again, not binding on this Court, does the same thing; it says some portion. Well, we don't have that language here. We have 65 percent to 100 percent of our requirements. They know that that requirement number is going to be, and they can find -- they can literally do the math, even though I probably can't, they can do the math, because they're more sophisticated, and distill that range into numbers.

So that is a mathematical term, that is a quantity term. Cadillac Rubber said it was, and -- and you don't have to believe me, Your Honor. Mr. Killips has not come before the Court with any other case that says a mathematical range does not suffice under the UCC as a quantity term. He has come forward with no cases from any other jurisdiction that found that.

In fact, the case law says outside of Michigan, ranges do suffice, and I think we put that in our brief, Second Circuit case, another case out of Connecticut speaks to why it is a range. I found that very instructive when I was learning about the requirements contracts.

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And then last, look at the way the law, Your Honor, is going. There is -- there is law right now out of the Dayco case, out of the Higuchi versus Autoliv case that just went up to the Second Circuit, where courts have found that just the language of our requirements, this order is for our requirements; that suffices.

So our language, which I have on the screen, is even more specific than those last two words of our order, and so if those last two words, our requirements, suffice, this must too, because this is even more specific.

So what did Airboss -- what did it have to do with this? Nothing. This is not a blanket purchase order. Airboss did not stand for the proposition that there's a one-size-fits-all quantity term. What Airboss said -- and I went through the entire opinion -- it says set share once. In this entire opinion, Airboss said a set share once. It also said a quantity term can be all, some portion, a portion of the buyer's needs, a fixed sum; it gave many examples of what would suffice. That is what the court wanted to see on a purchase order, and that is what exists on ours.

And then, Your Honor, finally we go into the approximately. I haven't heard Mr. Killips argue that, so I won't even focus on that.

The -- the Acemco case, which is what Cadillac

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Rubber -- what Airboss called out and said I -- I might need to at some point reconcile Cadillac Rubber with this case, that one is so easily distinguishable. That case literally said hey, I might buy -- I might purchase something from you, if I choose to do so, and send you a release. That is not what we have here. Cadillac Rubber was I will buy 1 to 100, that was, I, buyer, am doing something affirmative for you, you know how many. We are doing the same thing in this case, 65 to 100 percent.

So the Acemco case, I -- I truthfully believe, if we were going on the esoteric exercise of seeing if we can, you know, reconcile those cases, they can easily be so. They're very, very different.

And then last is the mutuality issue that Mr. Killips likes, which is, you know, hey, it's not fair, our obligations -- you know, you might be thinking 65, and I'm not sure, my supplier might be thinking 75. Again, it goes back to if there is a need for clarity, if that supplier only wants to supply a fixed sum, then it should reject the purchase order. That did not happen here.

The mutuality is -- is, in fact, present in this case, because they accepted the mathematical range.

And -- Mr. King --

THE COURT: I'm getting some feedback.

MS. GAMBINO: Yeah.

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THE COURT: Someone's not -- Mr. King, sir, you're not muted. Go ahead.

MS. GAMBINO: Your Honor, thank you.

So, Your Honor, there is mutuality. What -- what -- you know, and I cited a case, which is this Toussaint versus Blue Cross, and that says mutuality is present when there's consideration present. So even if Mr. Killips is right, and this is just in his mind 65 percent or 100 percent, consideration exists. It exists, because it is a quantity term that they accepted.

So respectfully, Your Honor, and I can -- the last slide is this; it is 100 percent -- I could say that and be a little facetious with the percentages. It's 100 percent of requirements contract here. It is without question. And why? You don't have to go and make it be -- you know, make new law. It's because the Court of Appeals in Cadillac Rubber said ranges suffice. That's what the Court has today. Judge Warren recently looked at the same issue. He said in a very comical, fun opinion that Cadillac Rubber is still the law of the land with a lot of Monty Python weaved into it, but he said it's still the law of the land, and he's correct, and this Court should not disregard it, especially when the Supreme Court was not willing to do so.

And so the last question is this. Mr. Killips

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is right, I do agree that because it's a requirements contract, the economic loss rule will bar any of his tort claims. However, to the extent the Court disagrees with me, then we have fact questions tied to the conversion. What -- what is it? To have conversion, I have to have a wrongful taking. Mr. Killips is arguing for his client that the injunction constitutes a wrongful taking, even though we are lawfully allowed to ask the Court to intervene in equity.

So as a matter of law, I think that's a wrong use of the tort by using basically the Court to perform the tort. I think that's novel, and I think that -- you know, that claim will fail on its face, but separately, Mr. Mahaffey, if the Court remembers, testified in front of Your Honor and said I'm willing to provide this as long as you pay me, and Ms. Scott said I'm willing to pay you. So the difference is just the price difference, and so whether it's wrongful or not under conversion is a fact question.

And separately, Ms. Scott is going to testify, and we have an affidavit in the record so the Court can see the fact issue, that she went to the court seeking equity relief in the form of an injunction, not to wrongfully take, but in -- in good faith, believing that it is a requirements contract. That alone, that intent is

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a fact question.

Same goes with unjust enrichment. There's going to be a fact question about whether or not they have been unjustly enriched to the extent it's not a requirements contract, because I believe the testimony will play out that the parts that -- that they have been supplying and are getting paid for are actually the market value, if not more than what those parts are worth in the market right now, and so there's going to be no unjust enrichment, because in fact FCA is paying over and above the market price.

So, Your Honor, thanks for indulging me so long and letting me share the screen.

For the reasons I've stated, I respectfully ask the Court to deny the motion for summary disposition.

THE COURT: Thank you.

Mr. Killips, anything further?

MR. KILLIPS: Yes, Your Honor.

So Ms. Gambino said this is really about Cadillac Rubber versus Airboss, or she characterized that as being my position here, and she said the -- you know, you look at footnote 4, the court -- court -- sorry, the Michigan Supreme Court left Cadillac Rubber in place. But what it really said is that it left that issue for another day. That it didn't have to resolve the question of

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whether Cadillac Rubber remained good law to resolve the question that was before it. But it certainly recognized that that day could come, and I think the day is here coming in a couple of different cases, both before this Court, before Judge Warren, a couple different places, that question is coming up now.

Yes, the Michigan Supreme Court reversed Great Northern, because that case directly affected the question that was before the Court about blanket orders. Cadillac Rubber did not, that's why it left it for another day.

When Airboss talks about the types of quantity terms that will work, and it talks about all or a portion or some portion, most of the time there, it's -- it's being descriptive, it's not using quotes to say a contract for some portion of the buyer's requirements states a quantity. What it's saying is that you could have a contract that identifies some portion more specifically, 75 percent, two-thirds, whatever specific thing you want to do, but it still says you have to have that set share. And the reason you have to do it, it's not that the supplier doesn't like the range, which is how Ms. Gambino put it, it is that under Section 2201 of the Uniform Commercial Code, a contract for the sale of goods, its enforceability is limited by the stated quantity term, so the buyer's obligation to buy also limits the seller's

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obligation to deliver.

That's why this is so important and why that range doesn't make any sense as an enforceable quantity term for a requirements contract, because if -- you know, if FCA needs 1,000 parts, does it have order 650 from KAMAX? Well, maybe under this contract it does. Does it have to order 700 or 750? All of that is left to the buyer's discretion, but any chunk of this that is left to the buyer's discretion also means the contract isn't enforceable for that same chunk.

Finally, the -- the last thing I'd like to point the Court's attention to is Ms. Gambino talked about the Dayco case and the Higuchi versus Autoliv case, and says look, those contracts are far less specific than this contract here, because those contracts were for our requirements or buyer's requirements, something like that. I -- I disagree with her characterization though. Our requirements or buyer's requirements means all our requirements, all buyer's requirements. It means 100 percent. It's a very specific percentage. So we clearly know there we can convert. You need 1,000 units, we can convert it to an integer. We must therefore deliver 1,000 units to you. That's far more specific than a range is.

I think I've addressed all the -- everything else in the briefing, Your Honor. If you have any

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questions, I'm of course happy to answer them, but otherwise, I'll digitally sit down at this point.

THE COURT: Okay. I will issue an opinion.

MS. GAMBINO: Thank you, Your Honor.

MR. KILLIPS: Thank you, Your Honor.

THE COURT: Thank you.

MR. STRUBLE: Thank you, Judge. Have a good day.

THE COURT: You too.

MR. BARGER: Thank you, Judge.

(At 10:46 a.m., proceedings concluded)

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR OAKLAND COUNTY

FCA US LLC, a Delaware limited liability company, *Plaintiff,* v. KAMAX INC., a Delaware corporation, and KAMAX MEXICO S. DE R.L. DE C.V., a Mexican corporation, *Defendants.*	Case No. 2024-205863-CB Hon. Victoria Valentine **BUSINESS COURT DOCKET**

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SUMMARY OF THE ARGUMENT

This is a simple price gouging case. Kamax wants more money for the parts it provides because its foreign owners have demanded that its North American operations become more profitable. In order to make its corporate parent happy, Kamax attempted to unilaterally increase the prices it charges FCA for parts even though the parties' contracts do not allow it to do so. When FCA objected to Kamax's latest demands for more money,[1] Kamax upped the *ante* and began playing a high stakes game of "chicken" by threatening to stop shipping parts to FCA unless it gave into Kamax's commercial extortion. When FCA would not do so, Kamax made good on its threats, stopped supplying parts to FCA, and caused two of FCA's plants to shut down on February 27 and 28, 2024, with 15 of its other plants facing imminent shutdown. To avoid a supply chain disaster, FCA was forced to ask the Court to issue a temporary restraining order and preliminary injunction requiring Kamax to comply with its contractual obligations and supply parts to meet FCA's requirements. This Court granted the temporary restraining order and preliminary injunction to maintain the status quo and prevent catastrophic harm to FCA, its employees, and numerous other suppliers. Now, in an effort to escape the damages Kamax knows it caused, Kamax argues that it was justified in ceasing the supply of goods to FCA because it believes the recent decision by the Michigan Supreme Court in *MSSC, Inc. v. Airboss Flexible Prods. Co.*, 511 Mich. 176 (July 11, 2023), rendered the parties' contracts unenforceable. Kamax is wrong.

In *Airboss*, the Michigan Supreme Court was asked to consider whether the words "*blanket order*" in general terms and conditions sufficed to state a quantity term.[2] The Court found that the

[1] Kamax's demand for more money came even after FCA had provided it with multiple accommodations in 2022 and 2023 totaling about $9 million, representing about 30% of FCA's annual spend with Kamax. *See* **Exhibit A**, Stephanie Scott Declaration ("Scott Decl."), ¶ 23.

[2] In *Airboss* the language of the terms and conditions stated that the order was a "blanket order" – but did not state that it was a "blanket order for the buyer's requirements." Had the parties used that language, the Court likely would have found that a sufficient quantity term existed to create a requirements contract

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language was *too vague* to obligate the buyer to purchase *anything* from the supplier, thus no requirements contract was formed. *Airboss*, 511 Mich. at 192. The Court noted that a buyer must, by the language used, be obligated to buy *at least something* from the supplier—whether it be: *one* part, *all* parts, or even a *portion of* the supplier's parts. *Id.* That is satisfied here because the parties purchase orders (POs) require FCA to purchase approximately 65%-100% of its requirements from Kamax.[3] Thus, *Airboss*' holding does nothing to undermine the enforceability of the parties' contracts here.

Likewise, there is no merit to Kamax's argument that quantity term cannot be a mathematical range. The Court of Appeals in *Cadillac Rubber & Plastics, Inc. v. Tubular Metal Sys., LLC*, ruled that mathematical ranges suffice, and this ruling was not disturbed by *Airboss*. 331 Mich. App. 416 (2020). As such, it remains binding on this Court.[4]

Because there are enforceable requirements contracts between the parties, there can be no unjust enrichment nor conversion, and thus, Kamax's Motion, in its entirety should be denied.

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because it infers the purchase would be for "all" of the buyer's requirements. *See Airboss*, 511 Mich. at 192. That was the case with respect to the language in *Higuchi Int'l Corp. v. Autoliv ASP, Inc.*, where the Court found that the language "|t|his blanket contract is issued to cover |buyer's| requirements" was sufficient. 2023 U.S. Dist. LEXIS 145649 (E.D. Mich. Aug. 18, 2023).

[3] Each purchase order specifies the part FCA is ordering and will utilize in at least 65%-100% of its total requirements.

[4] Kamax argues that *Cadillac Rubber's* range of "1 part to 100% of all parts" would no longer suffice as a quantity term after *Airboss*, because it would not inform a supplier of the exact number of parts it must provide (i.e.., is it 1 part, 8 parts, or 78 parts?). *See* Mot. at 13-14. But Kamax misses the point. The UCC applies to contracts for the sale of goods. For there to be sale of goods, the buyer must agree to buy *something* (i.e.., a quantity). Whether that quantity is "all," 1/3, or even 10-20% of the buyer's requirements, what matters is that the buyer is minimally obligated to buy something from the seller. The statute of frauds only bars contracts where the buyer would not, on its face, be required to buy *any* goods from the seller. The quantity term in *Airboss* was one of those examples, and the Court overturned existing law and held the term "blanket order," without more, was too vaguely worded to infer that the buyer agreed to buy anything from the seller. *Id.* Here, FCA is required to buy *at least* 65% of its requirements from Kamax. That number could also be 68%, 73%, or 100%, but in all instances FCA is minimally obligated to buy at least 65% of its requirements from Kamax.

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BACKGROUND

Kamax is not a mom-and-pop shop. Kamax is part of a large German conglomerate that produces specialty component parts with manufacturing plants all over the world, including Mexico, China and Europe. It has 19 locations worldwide, approximately 4,000 employees, and is estimated to generate billions in annual revenue worldwide from the sale of its parts.[5] Kamax supplies parts to most automotive manufacturers in the United States and has done so for over thirty (30) years.

Kamax supplies approximately 180 specially manufactured parts to FCA. Scott Decl. ¶ 6. These parts are largely safety-critical components, utilized in various vehicle systems including engines and braking systems, among others, across FCA's wide range of family vehicles. *Id.* ¶ 7. Kamax does not supply these parts to FCA gratuitously. Instead, the parties have, for approximately 30 years, operated under a requirements contract framework for the parts Kamax supplies (the "Agreements"). *Id.* ¶¶ 6-13. The Agreements are comprised of the relevant purchase order terms and conditions which Kamax accepted (*i.e.*, Production and Mopar Purchasing General Terms and Conditions or the "Terms").[6] Under the Terms, Kamax agreed that:

- It would deliver the parts specified in FCA's POs requested in conjunction with FCA's releases. Terms, § 3.
- If Kamax fails to make deliveries or perform services at the agreed time, all damages suffered by FCA will be at Kamax's expense. *Id.*
- The prices stated in the purchase order for the part being supplied by Kamax are **firm and are not subject to adjustment for changes in volume**, changes in the price of raw material or labor, changes in currency, or for any other reason, unless the parties agree otherwise. *See id.*, § 9.

[5] https://www.kamax.com/en/company/kamax-at-a-glance/

[6] FCA stipulates that a copy of the Terms which govern most of the parts at issue is attached as Exhibit 3 to Kamax's Motion, and that the exemplar of purchase orders that exist between the parties attached as Exhibit 4 to Kamax's Motion are accurate and contain the language that "this order is for 65%-100% of |FCA's| requirements."

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Correspondingly, FCA agreed to pay Kamax for the parts it provided and to communicate its estimated future requirements, otherwise known as "forecasts," on a going forward basis. FCA routinely provided Kamax its forecasts which are updated on a weekly basis. *See* Scott Decl. ¶ 21. These forecasts project FCA's needs up to 18-months in advance. Kamax also receives short term estimates of its requirements which are updated on a daily basis. *Id.*

In addition to the Terms, FCA issued a PO to Kamax for each specific part it purchases. *Id.* ¶ 14. Kamax accepted the POs and performed under them from the outset of the parties' relationship through February 20, 2024. *Id.* ¶¶ 14-33. The POs, among other things, specifically identify: (1) the part that Kamax agreed to supply; (2) the unit price for that part; (3) the order is for between 65%-100% of FCA's requirements; (4) that it is for the life of the program; (5) what FCA's payment terms were; and (6) any amendments of the terms of the parties' bargain.[7] *Id.* ¶ 14. After the PO is in place, FCA issues daily releases to Kamax to put it on notice of the number of parts FCA requires on a given day. *Id.* ¶ 21.

Prior to this dispute, Kamax never told FCA that it believed the POs were ambiguous and/or that the quantity term was vague in any way. *Id.* ¶ 17. To the contrary, Kamax knew that it was the sole supplier of parts listed in the parties' POs. *Id.* Similarly, when FCA sent Kamax its forecasts to Kamax (detailing what parts would likely be needed and when), Kamax never took the position that it had no continuing obligation to furnish parts to FCA. *Id.* ¶ 31. In fact, the exact opposite is true. Kamax repeatedly held itself out as being continuously obligated to supply parts to FCA pursuant to the Agreements. *Id.* ¶ 22. If that were not the case, Kamax would have never asked FCA to help subsidize the increased costs of producing the parts, as it did most recently in

[7] *See* Mot. at Ex. 4, Purchase Order Exemplar.

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2022 and 2023.[8] *Id.* Likewise, FCA would have never agreed to pay Kamax approximately $9 Million for these costs, most of which was *retroactively applied to parts which were already delivered and paid for*, if Kamax did not have a continuing obligation to meet FCA's requirements. *Id.* ¶¶ 22-25. But because the parties' Agreements are long-term fixed price requirements contracts, FCA agreed to assist Kamax with the market pressures it faced so that FCA would continue to have a reliable supply of goods available to it for its manufacturing process. *Id.*

FCA's willingness to help its suppliers, however, is not without limits. In September 2023, just three months after FCA agreed to provide Kamax with over $4.7 Million in retroactive price increases, Kamax came back to FCA demanding even more money and threatening to stop supply of the Goods. *Id.* ¶ 26. This time, Kamax's demands were not because of outside market pressures, but because it wanted to improve its bottom line (at the expense of FCA's own). Indeed, in 2023 Kamax underwent a reorganization where its parent company pushed its operating units, including its North America operations, to stand on their own. This new "regionalization" strategy, however, had its warts. Kamax's new President and CEO of the Americas, Mats Ceder, began focusing on "lean production" in order to maximize profits.[9] In that vein, Kamax audited each of its contracts with automobile manufacturers, including FCA, to determine the profit margin it was making off of each part supplied. In conjunction with this effort, Kamax determined that it was not making

[8] In 2022, FCA paid approximately $2.7 Million in price increases attributable to raw materials and inflation, paid as a lump sum to Kamax, and in June 2023, FCA paid about $2.2 Million in price increases attributed to raw materials and an additional $2.5 Million, representing a 7.5% price increase, retroactively applied to January 1, 2023, paid on a cost per-unit basis. Kamax continues to receive quarterly raw material adjustments at 100% of index, for the life of the programs Kamax serves, and FCA is still paying the increased price for parts. Scott Decl. ¶ 23. FCA also agreed to non-monetary accommodations in November 2023 in exchange for Kamax's assurance it would not make any additional threats to stop supply of parts and recognized its ongoing obligation to supply parts "to meet FCA's requirements|.|" **Exhibit B**, Accommodation Letter Agreement.

[9] https://www.kamax.com/en/story/kamax-treibt-regionalisierung-voran-neue-geschaeftsfuehrung-in-europa-und-amerika/

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enough profit from approximately 60 parts that it was supplying to FCA.[10] So it chose to either ratchet up the costs or to stop making them.

On November 6, 2023, Kamax executed the Accommodation Letter Agreement, under which Kamax agreed **not** to:

> (i) repudiate all or any portion of, or any obligation under, an installment of or an entire [Purchase] Order; (ii) take any action evidencing its intention or threat not to fully and timely perform each and all of its obligations under an installment of or an entire [Purchase] Order (including announcing or threatening non-delivery or the stop shipment of goods); or (iii) fail or omit to take any action required to be performed by Kamax that is necessary for Kamax to fully and timely deliver fully conforming goods or services to meet FCA's requirements or otherwise perform under a release or a[Purchase] Order.

Exhibit B, Accommodation Letter Agreement.

In exchange for Kamax's promises FCA agreed to, among other things, assess in good faith whether the 60 parts Kamax found to be unprofitable could be resourced and to determine resourcing opportunities where commercially reasonable. But *less than two weeks* after signing the Accommodation Letter Agreement, Kamax breached its obligations by once again demanding price increases for its parts and threatened to stop supply to FCA on February 20, 2024, if its unwarranted demands were not met. Scott Decl. ¶ 29; **Exhibit D**, Price Increase Demands. In essence, Kamax told FCA it had a mere 90 days to look for a new supplier for the parts, and if it wanted these parts in the interim, then it had to pay what Kamax projects would be an extra $4.5 million a year to get them.[11] Kamax's desire to improve its own profitability at the expense of FCA's violated Clause 9 of the Terms which does not grant Kamax the right to unilaterally increase its prices. *See* Terms, § 9 (providing that unless the parties specifically agree otherwise, the prices

[10] *See* **Exhibit C**, Mark Mahaffy, testimony, Prelim. Inj. Hr'g, *FCA US, LLC v. Kamax, Inc.*, No. 24-205863-CB (Mar. 15, 2024), ("Mahaffy Tr.") at 24:14-27:24.
[11] Some parts had a 3,500% price increase without any justification. *See* **Ex. D**.

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in the PO "are firm and are not subject to adjustment for changes in volume, changes in the price of raw materials or labor, changes in currency valuation, or for any other reason").

Kamax knew that if it stopped supply of the parts to FCA it would cause a huge supply chain disruption in all of FCA's manufacturing plants but did so anyway to make more money. Despite being told by FCA that it must honor its Agreements and continue supply the Goods at the agreed upon prices, on February 20, 2024, Kamax followed through with its threats and stopped supply of the Goods. Kamax would not even agree to continue supply of the Goods until the Court could rule on a TRO or preliminary injunction. As a result, FCA was forced to shut down two of its plants for two days; its remaining 15 plants were also at the brink of closure for lack of parts. Scott Decl. ¶¶ 33-34. This, Court, rightly intervened and granted FCA's TRO on February 28, 2024 (and later entered a preliminary injunction) ensuring the continuous supply of parts to FCA in exchange for payment for such parts. *Id.* ¶ 35.

Now, after pocketing $9,000,000 from FCA, Kamax argues (without, of course, agreeing to refund FCA its $9,000,000), that the parties have *no agreement* of any kind and that it can arbitrarily decide when and if it wants to supply the goods to FCA. Kamax contends this is the case because the parties POs are "release by release" contracts rather than "requirements contracts". Kamax's arguments fail for one primary reason: the parties' POs state a sufficient quantity term to create a requirements contract. Kamax accepted and has performed under the POs and is obligated to comply with them through the life of the applicable FCA vehicle program.

ARGUMENT & AUTHORITIES

A. STANDARD OF REVIEW

A motion for summary disposition brought under MCR 2.116(C)(10) "tests the factual sufficiency of the complaint," *Shinn v Mich. Assigned Claims Facility*, 314 Mich. App. 765, 768;

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887 N.W.2d 635 (2016), and should be granted when "there is no genuine issue regarding any material fact and the moving party is entitled to judgment as a matter of law[.]" *West v Gen Motors Corp*, 469 Mich. 177, 183; 665 N.W.2d 468 (2003).

"The moving party has the initial burden to support its claim for summary disposition by affidavits, depositions, admissions, or other documentary evidence." *McCoig Materials, LLC v Galui Constr, Inc*, 295 Mich. App. 684, 693; 818 NW2d 410 (2012). When considering the motion, the court must consider the admissible evidence in a light most favorable to the nonmoving party, FCA. *Liparoto Constr, Inc. v Gen Shale Brick, Inc*, 284 Mich. App. 25, 29; 772 N.W.2d 801 (2009). The party opposing summary disposition also may overcome the motion by establishing a dispute of material fact, which "exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ." *Bahri v IDS Prop. Cas. Ins. Co.*, 308 Mich. App. 420, 423; 864 N.W.2d 609 (2014) (quotation marks and citation omitted).

B. REQUIREMENTS CONTRACTS UNDER MICHIGAN LAW

(1) What Constitutes a Requirements Contract?

Requirements contracts are a type of open quantity contract in which the quantity term is defined as all or some portion of the buyer's "requirements." Allen Blair, "You don't have to be Ludwig Wittgenstein": How Llewellyn's Concept of Agreement Should Change the Law of Open-quantity Contracts, 37 SETON HALL L. REV. 67, 78-80 (2006) [hereinafter Blair, Llewellyn's Concept of Agreement]; *see also* BLACK'S LAW DICTIONARY (11th ed.), p. 410 (defining "requirements contract" as "[a] contract in which a buyer promises to buy, and a seller to supply, all the goods or services that a buyer needs during a specified period"). A requirements contract provides businesses with "some measure of security and flexibility," benefitting both buyers and

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sellers. *Id.* at 78. It assures the buyer that it has a continuous supply of goods at a fixed price and the seller that it has a continuous customer. Travis W. McCallon, Old Habits Die Hard: The Trouble with Ignoring Section 2-306 of the UCC, 39 TULSA L. REV. 711, 711 (2004) [hereinafter McCallon, Old Habits].

(2) How Are Requirements Contracts Used in the Automotive Industry?

Requirements contracts are both essential and ubiquitous in the automotive industry. Background on the industry's manufacturing operations helps to see why. The industry's "just-in-time" model is famous for maximizing efficiency by continuously identifying and eliminating all forms of corporate waste and variance. A. Erdil & A. Ekerim, A General Overview of the Production Management-Just-In-Time Approach: An Application in a Business of Automotive Sector, PRESSACADEMIA PROCEDIA (PAP) v. 7, pp.39-46 (2018) [hereinafter Erdil & Ekerim, A General Overview]. This system of lean production, most often used in repetitive manufacturing, moves goods through the system and completes tasks "just in time" to maintain the schedule. *Id.* Orders for parts are placed only a few days—sometimes hours—before the product is needed. Lane Kenworthy, et al., "The More Things Change …": Business Litigation & Governance in the American Automobile Industry, 21 LAW & SOC. INQUIRY 631, 648 (1996).

Requirements contracts are uniquely suited to support this structure, which would breakdown if these types of contracts were not readily enforced. First, "[a]rguably the most important area of [just-in-time management] is supplier partnerships." Dean R. Manna, Just-In-Time: Case Studies of Supplier Relationships Across Industries, 24 J. Applied Bus. Res. 75 (2008) [hereinafter Manna, Case Studies]. Supply contracts "are the paradigmatic long-term relationships" that benefit from requirements contracts because they "require a great deal of relationship-specific investments in the form of machinery, location of plants, and precontractual

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technology research." Omri Ben-Shahar & James J. White, Boilerplate & Economic Power in Auto Manufacturing Contracts, 104 MICH. L. REV. 953, 954 (2006). These suppliers develop and fabricate highly specialized parts. Indeed, the supplier is typically the only producer of the particular part, and the buyer is likely the only manufacturer that requires it.

Second, the "'just-in-time' nature of the automotive supply chain provides potential for large-scale disruption if just one of the down-line companies is unable to fulfill its obligations under contract." *Cooper-Standard Auto. Inc. v. Daiking Am. Inc.*, 568 F. Supp. 3d 846, 848 (E.D. Mich. 2021) (citing *Eberspaecher N. Am., Inc. v. Nelson Glob. Prod., Inc.*, No. 12-11045, 2012 WL 1247174, at *6 (E.D. Mich. Apr. 13, 2021)). The "potentially catastrophic effects" that a supply-chain disruption could wreak are well-established in precedent. *See Eberspaecher*, 2012 WL 124174, at *6 (citing cases).

Third, one-off contracts, including release-by-release agreements where a blanket quantity term is used, cannot sustain these manufacturing practices. Requirements contracts support long-term manufacturer-supplier relationships that allow greater cooperation between the parties, reliance on single sourcing, and supplier involvement in component design, and implementation of just-in-time delivery. *See* Kenworthy, Business Litigation, at 648. Release-by-release contracts would allow a supplier to halt deliveries and demand higher prices (as happened here) at its will or allow a buyer simply to stop buying from a seller whenever it wanted. Such one-off dealings do not allow for a reliable flow of goods to occur which is vital in the manufacturing process.[12]

(3) Stating a Quantity Term to Satisfy the Statute of Frauds.

Michigan recognizes the enforceability of requirements contracts—with one caveat—it must be able to satisfy the statute of frauds by stating a quantity term. *See* MCL § 440.2306(1);

[12] In many cases, for the supplier to be capable of producing a specially engineered part, FCA pays millions of dollars in "tooling" and equipment costs to enable the supplier to produce and supply the part to meet its requirements on a long-term basis. *See* Terms, § 10.

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MCL § 440.2201(1). To that end, the law recognizes that the *total quantity* (i.e., the buyers requirements) may not be initially known to a buyer and seller, but there must be an agreement to buy and sell *something* (a "quantity term") — whether it is one good, all goods, or even a portion of the goods the buyer needs. See *Airboss*, 511 Mich. at 192. In a requirements contract, a quantity term that measures the quantity by the buyer's requirements, or some portion of it, is precise enough to pass muster under Section 2-201 of the UCC even though the total quantity will remain unknown initially until the buyer's needs are known.

Release-by-release contracts, on the other hand, do not exist to meet a buyer's requirements nor do they reflect a long-term supply agreement. A release-by-release contract is essentially a one-time "spot buy" of parts, akin to purchasing a readily available part off the shelf at a local hardware store.[13] Under a release-by release arrangement, there is no contract governing the quantity of parts the supplier must provide, the price for the parts, or even whether the supplier is capable of providing the parts ordered. Rather, the buyer simply would issue a release to the supplier with an order for parts (an offer to purchase goods) which the supplier can fulfill or reject. Under a release-by-release contract framework, the buyer is not obligated to buy anything from the seller, and the supplier is not obligated to furnish anything to the supplier if it does not want to. Mutuality only exists when a release is accepted by the supplier.

The "key difference between a requirements contract and a release-by-release contract rests in the level of mutual obligation between the parties and the risk each party bears." *See Airboss*, 511 Mich. at 180. As a result, countless courts look to the nature of the language used in the purchase order when determining what type of contract, if any, the parties have. If there is a minimum obligation for the buyer to purchase some goods from the seller based on the buyer's

[13] Practically, release-by-release contracts are generally not used in the automotive industry between OEMs and long-term parts suppliers, and they are a court-created concept by the holding in *Airboss*.

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needs, then it is treated as a requirements contract. *Id.* If the face of the purchase order does not create a minimum obligation on the buyer to purchase goods from the supplier, then the buyer's subsequent release is treated as an offer to purchase parts from the seller. *See id.*

The Michigan Supreme Court demonstrated the issue of mutuality in the following illustrations:

- In "Scenario 1", the buyer tells the seller, Orchard X, that: "***As a blanket policy, I will buy all my apples from Orchard X for $3.00/bushel***". In this example, the court found a sufficient quantity term was stated because the buyer committed to buy "all" of its apples form Orchard X (the seller). So while the total number of apples that may be purchased is unknown, the buyer commits himself to purchasing *all* of his need for apples from Orchard X. The term "all" then is sufficient to state a quantity term.

- Contrast this example "Scenario 2" where the buyer tells Orchard X that: "***As a blanket policy, I will only purchase apples for $3.00 a bushel***". Here, on its face, the buyer does not commit to buying *anything* from the seller.

See id. at 192-193.

Thus, a quantity term will be found to exist if the buyer commits itself to buying something from the seller. In *Airboss*, that was missing. The purchase order in that case stated that it was for a "*blanket order.*"[14] There were no details found in the purchase order to state what, if anything, the buyer had to buy from the seller. The Court held that this language alone was too imprecise to enforce. *Id.* The Court, however, provided examples of what does suffice to state a quantity term such as: *"all", a number, "a non-exclusive part of the buyer's total need", or "a portion" of* the supplier's parts. *Id.* at 194-199. A quantity term can also be stated in the form of a percentage,

[14] Notably, the buyer's blanket order did not mention nor reference its requirements, had it done so, its holding may have been different and akin to the holding reached in the district court in *Higuchi*, whereby the federal court found that a "blanket order for my requirements" meant "all of [the buyer's] requirements[.]" *Higuchi Int'l Corp.*, 2023 U.S. Dist. LEXIS 145649, *10.

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because it, by its very nature, denotes a "portion of" what will be purchased. Kamax's counsel has published his agreement with this fact and stated:

> [I]f the contract is for "100% of buyer's requirements for parts"—or "13% of buyer's requirements for parts," for that matter—the obligations are balanced because *once the buyer knows how many parts it needs, simple math turns that 100% or 13% into an integer. And that integer applies equally to the buyer's obligation to buy and the seller's obligation to deliver.*

Jason Killips, *Section 2-201 Isn't Optional: Option Provisions, Requirements Contracts and Cadillac Rubber*, MICH. BUS. L. J., Fall 2021, at 46, 48 (emphasis added);[15] *see also Killips, J., Amicus Curiae Brief of Aisin World Corp. of America, Inc., et al.*, at 18 n.2, MSC No. 163523 (Mich. 2022) ("Killips Amicus Brief"), *Airboss*, 511 Mich. 176 (No. 35433) (stating "there is no reason that a requirements contract could not be for any share of the buyer's requirements—say 'one third' or '60%'—so long as the contract explicitly said so. Such a contract would obligate the buyer to purchase that specific share of its requirements exclusively from the seller, and obligate the seller to deliver that specific share of the buyer's requirements.").

Finally, if a buyer commits to buying a mathematical range (i.e., "a non-exclusive part of buyer's total needs") from seller, that too suffices to state a quantity sufficient to satisfy the statute of frauds. In *Cadillac Rubber*, the buyer agreed to buy a quantity between "not less than one part and not more than 100% of all parts" from the seller. *Cadillac Rubber & Plastics, Inc. v. Tubular Metal Sys., LLC*, 331 Mich. App. 416 (2020). The seller later argued that this range was too indefinite to state a quantity term. The Court of Appeals disagreed and found it stated a quantity term because the buyer agreed to buy something on the face of the order from the seller, thus mutuality existed, and the agreement was enforceable. *See id.* And while Court of Appeals

[15] This article was cited by the Court in *Airboss*. 511 Mich. at 184.

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decided this case before *Airboss*, the Michigan Supreme Court considered the holding in *Cadillac Rubber* and left it *undisturbed*. *See Airboss*, 511 Mich. at 194.

(4) The Agreements Are Requirements Contracts With a Sufficient Quantity Term.

Here, the parties' Agreements are enforceable requirements contracts. FCA's POs state *"|t|his order is for approximately 65% - 100% of |FCA's| requirements."* *See* Mot. at Ex. 4. This is a sufficiently precise quantity term to satisfy the statute of frauds and is thus enforceable. Specifically, a quantity term is stated because the mathematical range of "65% to 100%" can be distilled into known integers (a set share) once FCA's total needs are known. In essence, Kamax can determine the number of parts it will have to provide at the very least (65%) or at the very most (100%).[16] Likewise, FCA agrees it will buy *at least* 65% if not *all* of its total needs from Kamax. In no event, can FCA buy *zero* parts from Kamax. Thus, mutuality exists, and *Airboss'* test is satisfied.

Kamax, contends (without any authority) that FCA's mathematical range of 65%-100% does not suffice because *Airboss* somehow overruled or supplanted *Cadillac Rubber* which held that a range of "no less than 1 part to no more than 100% of parts" stated a sufficient quantity term. *Cadillac*, 331 Mich. App. at 430. As discussed above, the Michigan Supreme Court, however, did not reverse *Cadillac Rubber*. Instead, the Court considered its holding and left it intact. As such, *Cadillac Rubber* remains good law and is binding on this Court. Importantly, Judge Warren was recently asked to consider whether FCA's purchase orders containing the "65%-100% of its

[16] Kamax references that the POs state "1" or "1.000" in the narrow box labeled "Quantity". However, this figure is simply a software system default which is automatically populated. The quantity term on the Purchase Orders is found immediately below the "Quantity" box which states that "|t|his order is for approximately 65% - 100% of |FCA's| requirements." Similar language of the "1" default was noted in *Magna Seating, Inc. v. Adient* US, LLC, 2021 WL 2026125 (Ct. App. Mich. 2021), but the court ignored the software default and analyzed the more explicit quantity term. *Id.* However, to the extent the Court believes there is any conflict between those terms, then Kamax's Motion should be denied to allow for parol evidence as to what the parties intended by these terms.

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requirements" language sufficed after *Airboss* and agreed that *it did* because *Cadillac Rubber "remains the law of the fair land of Michigan until it is finally (if ever) completely vanquished by the judicial knights of the Michigan Supreme Court."*[17]

Similarly, the Western District of Michigan in *Dieomatic v. General Aluminum Man. LLC*, considered whether a range sufficed after *Airboss*, and found that it did. 2023 WL 5804426 (W.D. Mich. 2023) (following *Cadillac Rubber's* holding). Other courts have also found that ranges are acceptable to state a quantity term. *See, e.g., Nora Beverages, Inc. v. Perrier Group of Am., Inc.*, 164 F.3d 736, 749 (2d Cir. 1998) (stating "a description of quantity in terms of a range satisfies the statute of frauds); *Johnson Controls v. TRW Vehicle Safety Sys.*, 491 F. Supp. 2d. 707 (E.D. Mich. 2007) (a quantity term was stated with "no less than one unit and no more than 100% of its requirements"). Thus, there is no legal basis to hold otherwise.

Next, Kamax argues that because FCA is given discretion as to how much, within that range, it may order (*e.g.*, 65%, or 80% or 100%), then this amounts to having essentially "no quantity at all," (citing *Acemco, Inc v Olympic Steel Lafayette, Inc*, 2005 WL 2820716 (Mich. App. 2005). However, the present case is nothing like *Acemco*. In that case, the buyer (Acemco) issued a purchase order to Olympic, a supplier, stating "during the term of this Agreement, the Seller agrees to sell to the Buyer such quantities of the Products as Buyer *may* specify in its purchase orders, which the buyer *may deliver at its discretion*". *See id.* (emphasis added). The Court of Appeals found that this language failed to state a quantity term because the buyer had the discretion to buy *nothing from* the seller. For that reason, the Court found the agreement lacked mutuality and was not enforceable. *Acemco*, 2005 Mich. App. LEXIS 2656. In this case, however, FCA *must* buy 65% to 100% of its requirements from Kamax. The language of the parties' POs does

[17] **Exhibit C**, *FCA US, LLC v. Maclean-Fogg Component Solutions, LLC et al.*; Case No. 24-206687-CB, Opinion at p. 17.

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not allow FCA to order less than 65% of its requirements from Kamax, though here Kamax knows FCA purchases 100% of its requirements of the Goods from Kamax. As such, *Acemco* is inapplicable.[18]

(5) *Airboss* Requires the Buyer to Commit to Purchase Something From the Supplier—And That "Something" Can Be Stated in Numerous Ways.

Next, Kamax suggest that FCA's purchase orders are unenforceable because *Airboss* requires an *exact* amount to be stated in the purchase order. Not so. *Airboss* only stated that the term "blanket order" was not sufficient because it was too *imprecise*. The Court recognized that a quantity term can be expressed in different ways such as by denoting that a buyer will purchase "all" parts, a specific number parts, "a non-exclusive part of the buyer's total need," or even "a portion" of the buyer's requirements. *See Airboss*, 511 Mich. at 194, 199. *Airboss* does not require magic words to be sprinkled on every PO to make it valid; instead, what matters is whether the buyer commits to a minimum purchase obligation (i.e., "a set share") from the supplier on the face of the purchase order (i.e., whether that share is 1 part, 80% of its parts, or a range between 1-100% of parts). Here, the "set share" and/or "non-exclusive part of [FCA's] needs" is 65%-100% of its requirements.

Courts in Michigan have held that even less precise language than that which FCA uses is enforceable. *See, e.g., Higuchi Int'l Corp. v. Autoliv ASP, Inc.*, 2023 U.S. Dist. LEXIS 145649 (E.D. Mich. Aug. 18, 2023) (Kamax's counsel successfully argued that "[t]his blanket contract is

[18] While the Michigan Supreme Court declined to analyze whether *Cadillac Rubber* and *Acemco* were inapposite, a careful reading of both cases shows they can easily be reconciled. *Acemco* stands for the same proposition that *Airboss* did: if the buyer is not obligated potentially to buy anything, there is no contract. *Cadillac Rubber* on the other hand, requires the buyer to buy at least something from the supplier, thus mutuality exists. While Kamax may argue that it is unfair that the buyer ultimately gets to determine how much within the range she will buy, that is what the parties agreed, and that does not negate the enforceability of the contract. This is especially so given that requirement contracts need not be exclusive. *Airboss*, 511 Mich. at 194 ("A seller can agree to provide a nonexclusive part of the buyer's total need.").

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issued to cover [buyer's] requirements"); *Dayco Prods., LLC v. Thistle Molded Grp., LLC*, 2019 U.S. Dist. LEXIS 16927 (E.D. Mich. Feb. 4, 2019) (Kamax's counsel argued that a requirements contract existed when the contract was for the buyer's "requirements" and allowed the purchaser to communicate the quantity to be purchased from time to time); *Eberspaecher N. Am., Inc. v. Nelson Global Prods., Inc.*, No. 12-11045, 2012 U.S. Dist. LEXIS 136214 (E.D. Mich. Sept. 23, 2012) (Kamax's counsel argued quantity term "Buyer's requirements which shall be defined as those quantities ordered by Buyer from time to time . . . but not exceeding 20% . . . above the quoted volume/capacity requirements" was sufficient).

Notably, the courts in both *Higuchi* and *Dayco* found that purchase orders for "the requirements of Buyer" were enforceable because the courts *inferred* the language to mean "*all* of the requirements of the Buyer" *See Higuchi*, 2023 U.S. Dist. LEXIS 145649, *10-28; *Dayco Prods.*, 2019 U.S. Dist. LEXIS 16927, *11-12. Here, FCA's POs not only state that they are for "[FCA]'s requirements," they are *even more specific* than both *Higuchi* and *Dayco* because they quantify what amount of their requirements will be purchased from Kamax (i.e., 65%-100%). Thus, if the language of the purchase orders in *Higuchi* and *Dayco* suffice, then so too does the language here. Therefore, the Court should deny Kamax's Motion, confirm the enforceability of the parties' Agreements as requirements contracts, and rule in favor of FCA on this matter per MCR 2.116(I)(2).

(6) The Word "Approximately" Does Nothing to Negate the Quantity Term.

The use of the modifier "approximately" does not negate the quantity term nor provide FCA with the discretion not to order any of its requirements from Kamax. Instead, the term "approximately" simply modifies the range given: 65% to 100%. Scott Decl. ¶¶ 16-19. "Approximately" means nearly correct or exact. *See, e.g., JVI, Inc. v. Truckform Inc.*, 2012 U.S.

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Dist. LEXIS 181769, at *57 (D.N.J. Dec. 26, 2012); *James L. Webb Paving Co. v. Clark*, 2003 WL 1848646 (Del. 2003) (citing BLACK'S LAW DICTIONARY (5th ed.). The use of this word does not render the quantity term meaningless; rather, it is simply to be read in conjunction with the quantity term it precedes.[19] *See* Lawrence Anderson on the Uniform Commercial Code Commentary, 2-204:222 (holding that using a term like "about" or "more or less" does not take away from the quantity stated). Similar cases have also recognized that a sufficiently definite quantity term may use the term "approximately." *See, e.g., Louisville v. Rockwell Mfg. Co.*, 482 F.2d 159, 164 (6th Cir. 1973) (finding that a contract for "approximately 7650" parking meters was sufficient to create a requirements contract); *BRC Rubber & Plastics, Inc. v. Continental Carbon Co.*, 900 F.3d 529 (7th Cir. 2018) (holding "the approximation of the annual quantity does not undermine the definiteness of the contract"); *Empire Gas Corp. v. Am. Bakeries, Co.*, 840 F.2d 1333 (7th Cir. 1988) (stating a contract for "approximately 3,000 units, more or less depending upon the requirements of the Buyer" stated a quantity term); *Udell v. Cohen*, 282 A.D. 685, 686 (App. Div. 1st Dept. 1953); *Horn Waterproofing Corp. v. Horn Const. Co., Inc*, 104 A.D.2d 851 (2d Dept. N.Y. 1984).[20]

Nonetheless, Kamax contends the term "approximate" is too indefinite to enforce because it is not clear if, for example, 63% or even 50% could be considered "approximate" to the stated range. But if FCA only ordered 63% of its requirements from Kamax, Kamax could sue FCA for breach. *See, e.g., Atlantic & Pac. Packing Co., Inc. v. Weinstein*, 272 A.D. 1073 (2nd Dept. 1947) (finding a breach of contract when the contract called for "approximately" 2,500 cases of salmon

[19] At minimum, if the Court finds that the quantity term at issue here is ambiguous, it should allow parol evidence and the parties past practices and dealings to determine the parties' intent to establish a requirements contract as the Court did in *Cadillac Rubber*, 331 Mich. App. at 416.

[20] MCL 440.2306(1) further contemplates that the parties will use estimates or forecasts to make the actual requirements more precise and the parties cannot unreasonably request a disproportionate amount to their prior requirements.

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and the seller only supplied 2,200); *Simcala, Inc v American Coal Trade, Inc*, 821 So. 2d 197 (Ala. 2001) (ordering less than the estimated amount of buyer's need in the purchase order would be a breach of contract); *Udell*, 282 A.D. at 685; *Wood v. Saylor Tie & Timber Co.*, 67 S.W.2d 826 (Ct. App. Mo. 1934) (stating "to estimate does not mean to guess. It implies computation or calculation. Its lexical meaning is to …calculate approximately…[t]he writing is clearly sufficient under the statute of frauds. It need not be pieced out by parol. A reasonable approximation to 10,000 ties in the fulfillment of the contract is required, and no more. What is a reasonable approximation becomes a question for the court.") (citations omitted). The term "approximately" does not negate the quantity term.

Finally, to the extent that Kamax argues that the term "approximately" potentially means "zero" or some other percentage other than the range between 65% and 100%, then Kamax has raised a fact issue as to the meaning of that term thereby precluding it from summary disposition. *See, e.g., Busch v. Dyno Nobel*, 40 Fed. Appx. 947 (6th Cir. 2002) (finding that a quantity term existed when the buyer ordered "up to ten million pounds" from the seller, but holding that parol evidence was necessary to determine whether it was intended to mean 10 million pounds or of some agreed minimum amount under that amount). Thus, at minimum, if the Court finds ambiguity, it must deny Kamax's Motion and consider parol evidence following the development of the record to determine whether the parties intended to enter into a requirements contract.

C. KAMAX'S COUNTERCLAIMS FAIL AND SHOULD BE DISMISSED

(1) The Parties' Requirements Contracts Bar Kamax's Unjust Enrichment Claims.

Under Michigan law, a contract will be implied only if there is no express contract covering the same subject matter. *See Sudden Serv. v. Brockman Forklifts, Inc.*, 647 F. Supp. 2d 811 (E.D. Mich. 2008) (citing *Belle Isle Grill Corp. v. City of Detroit*, 256 Mich. App. 463 (2003). For the

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reasons stated above, the parties are bound by requirements contracts for the parts Kamax supplies to FCA so there is no merit to Kamax's claim. Moreover, even if the court were to find that no contract exists, which is not the case, Kamax's claim would still fail because it has been paid by FCA for the parts it has been delivering; thus, there is no "unjust" enrichment. To the extent that Kamax contends that FCA's payment is somehow inadequate and that the money it is receiving is not the market value for such parts, then a fact issue exists as FCA contends that it is paying the agreed price for the parts which is equal to or more than market value. *See* Scott Decl. ¶ 35.

(2) Kamax's Conversion by Way of Injunction Claim Must Fail.

Last, Plaintiff contends that it is entitled to approximately $14,000,000 ($4.5 million x 3) by way of its common law and statutory conversion under the auspices that FCA is "wrongfully" taking its parts from it. This again is wrong. The parties have enforceable Agreements, and thus, FCA is permitted to continue to receive parts from Kamax through the life of the vehicle programs. Because there is a contract, the economic loss rule precludes recovery. *Dicastal North America, Inc. v. Markowitz Metals Group*, LLC, 633 F. Supp. 3d 999 (stating there is no conversion when a contract exists allowing for the consensual transfer of goods). FCA is not intentionally dispossessing Kamax of its property (i.e., it is not a thief in the night sneaking off with Kamax's parts). Instead, FCA is receiving parts from Kamax pursuant to a lawful injunction. Thus, there is no "*wrongful* dispossession of property". FCA has been paying for the parts Kamax provided, and Kamax has accepted payment without any reservation. Scott Decl. ¶ 35.

CONCLUSION

For the foregoing reasons, FCA requests that this Court enter an order denying Kamax's Motion, dismissing Kamax's Counterclaim, finding that the Agreements are enforceable requirements contracts, granting judgment in FCA's favor under MCR 2.116(I)(2), and awarding all such other relief that the Court deems equitable and just.

Date: May 8, 2024

Respectfully submitted,

/s/ Michelle D. Gambino

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was electronically filed on May 8, 2024. Notice of this filing will be sent to all parties of record by operation of the Court's electronic filing system, and the filing may be accessed through that system.

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EXHIBIT A

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR OAKLAND COUNTY

FCA US LLC, a Delaware limited liability company, *Plaintiff,* v. KAMAX INC., a Delaware corporation, and KAMAX MEXICO S. DE R.L. DE C.V., a Mexican corporation, *Defendants.*	)	Case No. 2024-205863-CB Hon. Victoria Valentine **BUSINESS COURT DOCKET**

DECLARATION OF STEPHANIE SCOTT

I, Stephanie Scott, hereby declare as follows:

1. I am over 18 years old. The statements contained in this Declaration are based upon my personal knowledge, company records, and matters made known to me. If sworn, I can testify competently to all of the facts stated in this declaration.

2. I am Head of Chassis & Adaptation Purchasing, Stellantis North America. I have served in my current role since July 2023. I have been with the company since October, 2011 and have served in various roles since joining FCA.

3. Plaintiff FCA US LLC ("FCA"), formerly known as Chrysler, now does business as Stellantis North America. FCA is a wholly owned subsidiary of Stellantis, N.V.

4. FCA is an original equipment manufacturer ("OEM") and, including its predecessors, has manufactured automobiles in the United States for over 100 years in various locations throughout North America, including the greater Detroit metropolitan area. FCA manufactures Jeep, Dodge, Ram, and Chrysler vehicles.

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5. I have knowledge of the business relationship between Defendants Kamax Inc. and Kamax Mexico S. De R.L. De C.V. (together, "Kamax"), a Tier 1 supplier for FCA. I understand that Kamax has 19 locations worldwide, approximately 4,000 employees, and generates billions in annual revenue worldwide from the sale of its parts.

6. For approximately 30 years, Kamax has supplied hundreds of different specially engineered parts to FCA and its predecessors. Specifically, Kamax supplies over 180 unique fastener parts to FCA that our company uses to manufacture automobiles in 17 of its eighteen total major assembly and powertrain manufacturing plants throughout North America.

7. The goods are critical fastener parts used in the production of vehicles across 16 different vehicle programs operated by FCA. These are safety-critical components, utilized in various vehicle systems including engines and braking systems, among others, across FCA's wide range of family vehicles.

8. Production at all 17 relevant FCA plants is contingent upon the steady supply of these parts. Without the Kamax parts, production at all affected plants will grind to a halt and be forced to shut down. FCA relies on and has contracts with over 2,500 direct suppliers and further relies on thousands of sub-suppliers to provide the components that FCA uses to manufacture its automobiles and products at its plants.

9. Kamax is the sole supplier of the goods. Given that the goods are unique parts which are specially engineered, FCA cannot readily source them from other suppliers.

10. When FCA evaluates a supplier to source a part like the ones provided by Kamax, it takes on average approximately 40 weeks for a supplier to pass the initial qualification process, and a total of between 12 and 18 months for a supplier to be onboarded to begin delivering the part.

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11. The process to become an approved FCA supplier involves submitting detailed information for evaluation in response to a Requests for Quotation ("RFQ") issued by FCA for a part or parts it needs.

12. When the supplier submits its proposal in response to an RFQ, it does so using FCA's "eSupplier Connect" portal, where it first clicks "accept" to FCA's Production and Mopar Purchasing General Terms and Conditions ("Terms"). A true and correct copy of the Terms which govern the majority of the parts at issue is attached as Exhibit 3 to Kamax's Motion.

13. Pursuant to the Terms, the purchase orders between FCA and Kamax are established on a fixed-price basis, requiring timely delivery of goods in accordance with FCA's requirements. That means, Kamax cannot unilaterally increase its prices for the parts it agreed to provide.

14. Once FCA onboards the supplier, the process culminates with FCA issuing Purchase Orders for the parts at issue, which reincorporate the Terms. The Purchase Orders, among other terms, specifically reflect among other things: (1) the part that Kamax agreed to supply; (2) the unit price for that part; (3) the order is for between 65%-100% of FCA's requirements; (4) that it is for the life of the program; (5) what FCA's payment terms were; and (6) any amendments of the terms of the parties' bargain.

15. FCA issued approximately 180 purchase orders to Kamax. A true and correct copy of a demonstrative purchase order is shown in Ex. 4 to Kamax's Motion.

16. All of the purchase orders for Kamax's goods state the following quantity term: "This order is for approximately 65%-100% of our requirements." On the face of the purchase order, FCA agrees to purchase *at a minimum* sixty-five percent (65%) of FCA's total requirements for the part associated with the purchase order that it needs from Kamax. FCA cannot purchase

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any less than 65% of its requirements from Kamax, nor would it. FCA, to the contrary, orders 100% of its requirements for the goods from Kamax, as it has for decades.

17. The use of the word "approximately" in the purchase orders simply modifies the range given to denote FCA's will order its between 65% and 100% of its requirements from Kamax. Prior to this dispute, Kamax never told FCA that the term was unclear in any way.

18. Kamax received the purchase orders for each part it supplies FCA and accepted them by virtue of delivering the goods FCA has ordered.

19. Kamax's Motion for Summary Disposition references that the Purchase Orders state a "1" or "1.000" in the narrow box labeled "Quantity". However, this figure is simply a software system default which is automatically populated. The quantity term on the Purchase Orders is found immediately below the "Quantity" box which states that "[t]his order is for approximately 65% - 100% of [FCA's] requirements."

20. For the last three decades, FCA and Kamax have treated each other as long-term partners in the supply of goods as a result of the requirements contract that existed between them which requires the supply of the parts until the end of FCA's vehicle programs.

21. Further, in addition to working in closely together with Kamax, FCA would also provide Kamax with FCA's estimates of its future requirements, otherwise known as "forecasts," which are updated on a weekly basis. These forecasts project FCA's needs up to 18-months in advance. Kamax also receives short term estimates of its requirements which are updated on a daily basis. FCA then issues daily releases against those requirements detailing the specific parts needed each day. Kamax has never questioned why it receives forecasts. If anything, it uses the forecasts regularly to carry out the supply of goods to FCA pursuant to the parties' requirements

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contract. If Kamax believed that it only had to supply parts to FCA whenever it wanted, it would have had no need for these forecasts and continuous projections.

22. Likewise, Kamax knew that it was required to supply goods to FCA on a continuous basis as a result of the requirements agreement between them and has repeatedly acknowledged its obligation to supply parts to FCA to meet its requirements pursuant to the parties' agreements. If that was not the case, Kamax would have never asked FCA to help them with the costs associated with the increase in raw materials and inflation. For instance, in 2022, Kamax asked FCA to assist it with the cost of inflation and raw materials necessary to continue the supply of parts to FCA. FCA accommodated this request and paid Kamax $2.7 million in a lump sum. FCA would have never paid a one-off supplier $2.7 million for it to be able to decide, in its discretion, whether it wanted to continue to supply goods to FCA on an ad hoc basis.

23. Similarly, in June 2023, Kamax again came to FCA and asked it to help subsidize Kamax's operational costs and costs of production. In this regard, FCA made the following accommodations, that FCA would have never done if it knew that Kamax contended that it could just simply stop supplying goods to FCA whenever it wanted:

- FCA paid about $2.2 Million in price increases attributed to raw materials, retroactively applied to January 1, 2023, paid on a cost per-unit basis. To date, Kamax continues to receive quarterly raw material adjustments at 100% of index, for the life of the programs Kamax serves; and

- FCA paid about $2.5 Million, representing a 7.5% price increase, retroactively applied to January 1, 2023, paid on a cost per-unit basis. FCA continues to pay this increased price for the parts notwithstanding the parties agreed that prices for parts would be fixed.

24. Notably, the June 2023 price accommodations were applied *retroactively*, meaning that FCA agreed to pay Kamax more money for parts which it had already supplied and for which

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FCA paid for. FCA would not agree to retroactively pay more money for parts it already purchased if Kamax did not have an ongoing obligation to continue to supply parts to meet FCA's needs.

25. From 2022 to the present, FCA has provided approximately $9,000,000 in price increases and other accommodations to Kamax, which represents about 30% of FCA's annual spend with Kamax. FCA would have never done this if Kamax was not bound by the parties' requirements contract. Indeed, FCA does not make similar accommodations to one-off suppliers simply to assist them with the cost of doing business.

26. In September 2023 Kamax again began threatening to stop supply of the parts and demanded that FCA agree to find an alternative supplier for a portion of the parts which Kamax no longer wished to supply. Kamax also asked FCA to refrain from imposing debits against Kamax relating to its late deliveries (a right that FCA has under the Terms). Kamax asked for this relief because it knew it continued to have a long-term obligation to FCA to provide those parts.

27. In response, FCA further attempted to accommodate Kamax, and offered an Accommodation Letter Agreement, which FCA signed on November 6, 2023. Pursuant to the Accommodation Letter Agreement, FCA agreed to refrain from imposing any contractually authorized debits for 6 months and to assess, in good faith, whether the parts requested by Kamax could be sourced from another supplier and evaluate the resourcing opportunity.

28. FCA's accommodations were in exchange for Kamax's promises to, among other things:

- Not repudiate all or any portion of, or any obligation under, an installment of or an entire Purchase Order;
- Not take any action evidencing its intention or threat not to fully and timely perform each and all of its obligations under an installment of or an entire Order (including announcing or threatening non-delivery or the stop shipment of goods); or

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- Not fail or omit to take any action required to be performed by Kamax that is necessary for Kamax to fully and timely deliver fully conforming goods or services to *meet FCA's requirements* or otherwise perform under a release or an Order.

29. Just *two weeks* after signing the Accommodation Letter Agreement, KAMAX violated its promises by sending a letter on November 20, 2023 threatening to stop supplying the Goods to FCA on February 20, 2024 unless FCA agreed to pay substantial additional price increases for the goods. Notably, Kamax did not contend that it did not have a contractual obligation to supply the goods to FCA.

30. FCA responded to Kamax's letter on November 29, 2023, rejecting Kamax's price increase demands, reiterating that Kamax may not quit its obligation to supply the goods to FCA, and restated its willingness to evaluate a new supplier for the goods.

31. On February 19, 2024, one day before Kamax threatened to stop ship, Kamax's counsel sent a letter to FCA, which contended *for the first time* that Kamax did not have a contractual obligation to deliver the Goods to FCA.

32. To my knowledge, this is the first time in the parties 30-year relationship that Kamax has contended that the parties do not have a requirements contract.

33. Kamax stopped supply of the Goods on February 20, 2024, and did not resume supply until after the Court entered the Temporary Restraining Order (TRO) on February 28, 2024.

34. Kamax's stop of supply of the Goods beginning February 20, 2024, led to the shutdown of two of FCA's plants: the Toledo South Assembly Plant (manufacturing the Jeep Gladiator) and the Toledo North Assembly Plant (manufacturing the Jeep Wrangler), which impacted approximately 5,000 workers. FCA's remaining plants were placed at severe risk of imminent shutdown. Further shutdowns of FCA's plants were only prevented by the TRO.

35. On March 31, 2024, the Court entered a preliminary injunction requiring Kamax to carry out its obligation under the parties' requirements contract and supply the parts under contract with FCA. The Court Ordered FCA to pay for those parts and FCA has continued to do so regularly. FCA is not wrongfully taking Kamax's parts nor dispossessing them of it without compensation. The price that FCA is paying for Kamax's parts is the contractually agreed upon price for the parts which Kamax has accepted without reservation.

I declare under the penalties of perjury that this declaration has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Stephanie Scott

STEPHANIE SCOTT

Dated: May 8, 2024

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EXHIBIT B

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STELLANTIS

Delivered via email

September 14, 2023

Kamax Inc.
Attention: Mark Mahaffy
1606 Star Batt Drive
Rochester Hills, MI 48309

Re: Accommodation Letter Agreement ("Letter Agreement")

Kamax Inc. ("Kamax") has requested FCA US LLC ("FCA US") modify certain terms governing our relationship relating to the parts listed in Exhibit A (the "Parts") and we have exchanged several letters in that regard. Your most recent communication dated June 20, 2023, indicated that Kamax will discontinue shipments to FCA US unless FCA US agrees to the certain changes demanded by Kamax.

Under protest and conditioned upon a reservation of all rights, claims and remedies of FCA US, the following accommodations will be provided by FCA US:

- **Payment Terms**: Effective September 30, 2023 and continuing for up to six (6) months thereafter ("Accommodation Period"), FCA US agrees to modify the payment terms pertaining to the Parts from FCA US' standard payment term to NET 15. Upon expiration or termination of the Accelerated Payment Term Period, the payment term shall return to FCA US's standard payment term, as in effect prior to this Letter Agreement.

- **Debit Hold**: During the Accommodation Period, FCA US agrees not to unilaterally implement any debits against Kamax relating to late deliveries, quality issues, warranty campaign and Mopar (Vehicles Off Road Debits) relating to the Parts; provided, however, (i) the foregoing does not prevent FCA US from implementing debits in instances where FCA US reasonably determines Kamax fails to act in good faith; and (ii) FCA US reserves all rights relating to damages incurred during the Accommodation Period.

- **Resourcing Evaluation**: FCA US agrees to assess, in good faith, whether certain Parts may be resourced and, in cases where FCA US determines there is a commercially reasonable possibility of resourcing certain Parts, FCA US agree to evaluate, in good faith, resourcing opportunities relating to such Parts. However, to be clear, FCA US cannot guarantee that any resourcing will occur or, in the event resourcing was to occur, that such resourcing will be completed by a particular date.

The foregoing accommodations are conditioned on the following:

- Kamax hereby agrees that it shall not: (i) repudiate all or any portion of, or any obligation under, an installment of or an entire Order; (ii) take any action evidencing its intention or

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STELLANTIS

threat not to fully and timely perform each and all of its obligations under an installment of or an entire Order (including announcing or threatening non-delivery or the stop-shipment of goods); or (iii) fail or omit to take any action required to be performed by Kamax that is necessary for Kamax to fully and timely deliver fully conforming goods or services to meet FCA's requirements or otherwise perform under a release or an Order.

- Kamax agrees to allow FCA US' designated third party full daily access to its facilities at the Lapeer, MI plant location, during the Accommodation Period, to oversee manufacturing activities (including, but not limited to, production and throughput).

- Kamax agrees to keep this letter and its contents (including, but not limited to, the accommodation payment) confidential and not to disclose, without the written consent of FCA US, the existence of this letter or the accommodation to any third party.

Kamax shall provide its agreement to the terms of this letter by executing a copy of this letter and return the same to me. Notwithstanding the foregoing, Kamax's acceptance of any portion of these accommodations shall constitute Kamax's agreement to the terms of this Letter Agreement.

All of FCA's rights, claims and remedies are expressly reserved, whether available by contract, applicable law, or otherwise.

Sincerely,

Stephanie Scott

Stephanie Scott
Head of North America
Chassis & Adaptation Purchasing

Kamax Inc.

Signature: BrianBadowski

Name: Brian Badowski

Title: Sales Director

Date: 11/6/2023

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Exhibit A
Parts

Stellantis PN
68196015AA
06507575AA
06101962
68305239AA
06509443AA
06504548
06508087AA
05057112AA
06509456AA
06511145AA
06512808AA
06513251AA
06104454AA
06036748AA
06104301AA
06105051AA
06511777AA
06508424AA
06102400AA
06102414AA
06508203AA
06508830AA
06505668AA
06104308AA
06513100AA
06511168AA
06503465
06508154AA
06511219AA
06104302AA
06508414AA
06509462AA
06512400AA
06508819AA

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06509054AA
06512787AA
06512788AA
06512156AA
06512408AA
06512514AA
06512871AA
06513035AA
06513292AA
06511825AA
06513626AA
06508760AA
06513678AA
06512353AA
06513205AA
06513453AA
06508200AA
06032878
06503490
06512450AA
06512452AA
06512641AA
06512718AA
06104185AA
06513136AA
06512030AA
06104258AA
06511800AA
06511845AA
06508267AA
06104426AA
06511919AA
06512276AA
06513933AA
06513829AA
06512435AA
06512671AA
06512104AA
06511169AA
06511832AA

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06104088AA
06511896AA
06512896AA
06512897AA
06104422AA
06511111AA
06511059AA
06512505AA
06512546AA
06511813AA
06512935AA
06513000AA
06513469AA
06510970AA
06510867AA
06509494AA
06508711AA
06507594AA
06507889AA
06104424AA
06510798AA
06509848AA
06508734AA
06509863AA
06513221AA
06512938AA
06512393AA
06512377AA
06512515AA
06508544AA
06107364AA
06510940AA
06511599AA
06511576AA
06511821AA
06104102AA
06104428AA
06512593AA
06513571AA
06513707AA

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06513708AA
06513799AA
68366551AA
06512446AA
06509487AA
06512729AA
06512297AA
06508183AA
06512111AA
06104462AA
06511079AA
06513777AA
06513778AA
06513978AA
06513329AA
06513308AA
06512349AA
06513627AA
06510526AA
06513683AA
06512925AA
06513528AA
06513485AA
06513533AA
06513518AA
06513554AA
06102621AA
06102622AA
06513499AA
06513534AA
06513552AA
06513555AA
06513532AA
06513589AA
06509055AA
06512266AA
06512741AA
06509128AA

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EXHIBIT C

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

FCA US, LLC,

Plaintiff,

vs Case No. 24-205863-CB

KAMAX, INC., and KAMAX MEXICO S DE RL DE CV,

Defendants.

_____/

HEARING

BEFORE THE HONORABLE VICTORIA A. VALENTINE

Pontiac, Michigan - Friday, March 15, 2024

APPEARANCES:

For the Plaintiff:
AMANDA L. CONTI-DUHAIME (P48960)
STEPHEN W. KING (P56456)
King & Associates, PLLC
355 South Old Woodward Avenue
Suite 100
Birmingham, Michigan 48009
(248) 792-2398

For the Plaintiff:
MICHELLE D. GAMBINO (pro hac vice)
DAVID G. BARGER (pro hac vice)
Greenberg Traurig
1750 Tysons Boulevard
Suite 1000
McLean, Virginia 22102
(703) 749-1300

Videotape Transcription Provided By:
Deanna L. Harrison, CER 7464
About Town Court Reporting, Inc.
248-634-3369

APPEARANCES CONTINUED:

APPEARANCES CONTINUED:

For the Defendants:

JASON D. KILLIPS (P67883)
CHRISTOPHER R. STRUBLE (P83714)
DANIEL N. SHARKEY (P53837)
Brooks Wilkins Sharkey & Turco, PLLC
401 South Old Woodward Avenue
Suite 400
Birmingham, Michigan 48009
(248) 971-1730

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THE WITNESS: It went from $3 to $36. 3,400 per 1,000 to 36,000 per 1,000.

THE COURT: Okay.

BY MR. STRUBLE:

Q Mr. Mahaffy, what were KAMAX's total sales to FCA in '23 -- 2023?

A 2023, about 35 million.

Q On balance across all the parts that the attachment summarizes, what is the percentage increase that KAMAX is seeking?

A Somewhere in the 15 percent range.

Q And why has KAMAX raised its prices?

A That's a good question, and one we take seriously.

The -- the main driver of the price increase is the volume changes on a number of parts. So we talked about some of the old parts and if you look at that part, that went from 3,400 to 36,000 as an example, the volume maybe 20 years or 10 years ago was 5 or 10 million pieces a year, and now, you know, and I don't know that part specifically, I'd have to go back and look at the data, but the volume of that part now might be 5,000 or 10,000 pieces, so we've seen a dramatic shift in the volume on a lot of parts. FCA has undergone a lot of program changes. We have a lot of legacy parts. And so if you're taking a part from 5 million pieces a year to 5,000 pieces a year,

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that's -- that's a lot less volume to spread cost over, and that's why you see sometimes the big jump on a particular part in price. Overall, the annual spend on that part is probably not that significant of a jump when you multiply it by the volume of the part, but on a percentage basis, it looks large.

And then the other part of it is, you know, we've had historic inflation cost, right? I think 20 percent inflation if you -- you know, cumulative inflation over the last couple of years. We have skilled -- very skilled operators that run these specialty parts in Lapeer, and so tremendous labor costs increase, material cost increase, chemical cost increase, freight increases, but again, the main driver was the volume changes on a lot of these parts.

Q Okay.

What portion of KAMAX's business do the pressures that you just described impact?

A All of it.

Q Mr. Mahaffy, how many passenger vehicle OEMs does KAMAX supply?

A We supplied every OEM, except for Toyota and Hyundai Kia in the U.S. market, North American market.

Q In a numeric value, how many --

A It's roughly 10.

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Q Roughly 10.
A Yeah.
Q Did KAMAX seek price increases from all of those other customers?
A We did, with the exception of Tesla.
Q Why was Tesla the exception?

MR. BARGER: Objection, Your Honor, relevance.

MR. STRUBLE: Your Honor, the -- this goes directly to the issue of why KAMAX needs the price increase, and their argument is that it's -- it's not needed.

MR. BARGER: We haven't argued it's not -- I'm sorry, Your Honor, I didn't mean to cut him off.

MR. STRUBLE: Go ahead.

MR. BARGER: We haven't argued it's not needed at all. Simply this is an issue of what's required under the contract and what their obligation is. Whether they've chosen to seek price increases from us and other manufacturers, the other manufacturers simply aren't relevant to this case.

MR. STRUBLE: I'll move on, Your Honor.

THE COURT: Okay. So you're withdrawing your question?

MR. STRUBLE: Yes.

THE COURT: Go ahead.

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BY MR. STRUBLE:

Q Mr. Mahaffy, so when did KAMAX approach FCA about increasing the part -- the prices for the parts that it supplies?

A Increasing the price, this -- this letter was sent in November; the discussion on some of the low volume parts started in February, February of last year, February 2023.

Q Okay.

So what happened after the communication in February of '23?

A Initially, we were working with them for a couple of months on trying to find other solutions on the low volume parts, see if they could find some other suppliers, do a last time buy. We continued to struggle to make the low volume parts with the complexity in the plant. In June, we had sent a letter formally asking -- in June '23, we had sent a letter asking that they resource those parts, and we had asked to -- that that happen in 90 days again, or we would reject releases. At that time, we did not ask for a price increase. We got to September, those parts still hadn't been resourced to another vendor, we hadn't found an acceptable solution for both of us to find a better way to make those parts, and then in November, we -- we sent the letter that we already discussed.

Q Okay.

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CERTIFICATION

I certify that this transcript, consisting of 153 pages, is a true and accurate transcription, to the best of my ability, of the video proceeding in this case before the Honorable Victoria A. Valentine, on Friday, March 15, 2024, as recorded by the clerk.

Videotape proceedings were recorded and were provided to this transcriptionist by the Circuit Court and this certified reporter accepts no responsibility for any events that occurred during the above proceedings, for any inaudible and/or indiscernible responses by any person or party involved in the proceedings, or for the content of the videotape provided.



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248-634-3369

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EXHIBIT D

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From: Mahaffy, Mark
To: ILVI PESHKU; VICTOR HUGO ARENAS DELGADO
Cc: Badowski, Brian
Subject: [EXTERNAL]FW: KAMAX Price Adjustment - 2024
Date: Tuesday, December 19, 2023 10:28:05 AM
Attachments: image001.png
KAMAX - 2024 Price Adjustment.xlsx
KAMAX - 2024 Stellantis Price Adjustment.pdf

EXTERNAL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Victor, Ilvi,

Hope you guys are good today. I wanted to follow up on the bad news below and attached. Direction from our CEO is that we need to hold firm on this.

Please note that pricing is effective Jan 1 2024 and that releases will be rejected starting Feb 20th, 2024 without an agreement. Let us know next steps – not sure if you are working this week – if not would be good if we can discuss that first week of January. I know this is frustrating for all of us involved.

The good news is that our delivery performance is dramatically improving.

Thanks,

Mark

Mark Mahaffy
Vice President - Americas
Sales, Applications, Product
c.248.928.4197

Ask about our ***KXtreme*** **Ultra High Tensile** fasteners
UHT 3

From: Badowski, Brian <Brian.Badowski@kamax.com>

Sent: Monday, November 20, 2023 4:50 PM
To: Ilvi Peshku <ilvi.peshku@stellantis.com>
Cc: Mahaffy, Mark <Mark.Mahaffy@kamax.com>
Subject: KAMAX Price Adjustment - 2024

Hi Ilvi

As discussed, here is a notice regarding pricing and our proposal for 2024. This adjustment is primarily due to increases of our wages to our labor force as well as other costs that have seen inflationary increases.

The list comprises of all parts that have shipped this year, so a portion of this list are parts that we asked Stellantis to resource earlier this year.

Please review with your team and let us know next steps.

Thanks
Brian

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Stellantis PN	KAMAX Part	Current Q4 Price ($/1000)	2024 New Price ($/1000)
06512787AA	S5.130936.30	$ 1,476.42	$ 1,581.38
06512408AA	S5.130739.00	$ 150.00	$ 158.91
06511168AA	S5.109410.00	$ 1,182.80	$ 1,246.08
06512297AA	S5.130637.00	$ 414.60	$ 464.52
06511821AA	S5.130438.00	$ 257.80	$ 277.35
06509054AA	S5.107976.00	$ 217.33	$ 226.94
06511169AA	S5.130350.00	$ 696.50	$ 781.09
06509863AA	S5.131343.00	$ 2,029.08	$ 2,175.51
06513933AA	S5.131410.00	$ 651.40	$ 816.28
06513626AA	S5.131203.00	$ 693.57	$ 751.30
06511825AA	S5.131117.00	$ 1,081.47	$ 1,132.04
06509443AA	S5.108329.10	$ 325.50	$ 332.29
06512788AA	S5.130937.10	$ 150.03	$ 199.23
06508760AA	S5.107824.10	$ 244.81	$ 247.63
06513308AA	S5.131103.00	$ 126.69	$ 133.78
06511219AA	S5.131344.00	$ 1,890.27	$ 2,036.70
06512030AA	S5.130642.10	$ 89.50	$ 123.20
06513829AA	S5.131327.00	$ 564.50	$ 624.27
06509456AA	S5.108384.00	$ 540.00	$ 805.78
06513136AA	S5.131062.00	$ 88.50	$ 816.57
06511576AA	S5.130353.00	$ 542.80	$ 560.83
06104301AA	S5.107851.00	$ 1,259.38	$ 1,316.02
06512515AA	S5.130782.00	$ 180.00	$ 192.39
06512808AA	S5.130932.00	$ 585.97	$ 623.28
06513251AA	S5.131080.00	$ 547.51	$ 844.25
06513221AA	S5.131320.00	$ 1,212.79	$ 1,220.46
06513329AA	S5.131096.00	$ 120.00	$ 169.16
06104422AA	S5.107137.10	$ 133.89	$ 148.19
68305239AA	S5.107137.10	$ 133.89	$ 148.19
06512400AA	S5.130815.00	$ 240.00	$ 341.61
6503465	S5.104397.00	$ 61.90	$ 119.84
06104088AA	S5.130069.00	$ 70.70	$ 72.76
06512938AA	S5.131058.00	$ 544.00	$ 551.35
06511832AA	S5.130518.10	$ 196.80	$ 232.85
06509128AA	S5.108001.30	$ 130.20	$ 135.25
06513100AA	S5.131095.00	$ 679.95	$ 714.03
06512111AA	S5.130558.00	$ 1,333.10	$ 1,335.20
06511111AA	S5.109373.00	$ 360.00	$ 368.55
06510798AA	S5.109231.00	$ 611.80	$ 631.96
06512897AA	S5.131037.00	$ 1,477.20	$ 1,569.47
06104308AA	S5.108073.10	$ 1,480.30	$ 1,510.84
06507889AA	S5.106914.20	$ 434.82	$ 436.26
06513035AA	S5.131044.00	$ 905.95	$ 1,893.62
06512925AA	S5.131093.00	$ 1,574.29	$ 1,736.97
06512276AA	S5.130725.00	$ 172.67	$ 177.64
06513453AA	S5.131151.00	$ 1,600.00	$ 1,746.65
06507594AA	S5.106863.00	$ 91.46	$ 91.88
06512671AA	S5.131029.10	$ 276.62	$ 308.39
06513678AA	S5.131330.00	$ 243.33	$ 258.15
06104462AA	S5.107152.20	$ 298.70	$ 334.46
06510526AA	S5.109258.00	$ 118.80	$ 132.59
06511145AA	S5.109398.00	$ 450.00	$ 462.61
06511919AA	S5.130470.10	$ 113.10	$ 113.71

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06512353AA	S5.130733.00	$ 75.15	$ 77.43
06513292AA	S5.131104.00	$ 3,703.47	$ 3,965.77
06102414AA	S5.107835.10	$ 171.98	$ 175.93
06513978AA	S5.131446.00	$ 259.43	$ 293.11
06512156AA	S5.130625.00	$ 72.80	$ 73.54
06512377AA	S5.130640.00	$ 96.30	$ 97.98
06102400AA	S5.107342.10	$ 159.65	$ 164.81
06511777AA	S5.130404.00	$ 234.90	$ 313.10
06512450AA	S5.130762.00	$ 610.00	$ 1,002.21
05057112AA	S5.106878.00	$ 130.53	$ 134.64
06511896AA	S5.130496.00	$ 94.30	$ 101.28
06513499AA	S5.131182.00	$ 255.98	$ 265.41
06102622AA	S5.131181.00	$ 56.85	$ 63.51
06104424AA	S5.107138.10	$ 139.94	$ 179.38
06105051AA	S5.107684.10	$ 94.85	$ 101.58
06511599AA	S5.130606.00	$ 451.40	$ 472.86
06513205AA	S5.131089.00	$ 1,207.20	$ 1,465.52
06510420AA	S5.109228.00	$ 1,078.50	$ 2,506.15
06512825AA	S5.130999.10	$ 5,321.03	$ 5,334.49
06508830AA	S5.107891.00	$ 1,107.80	$ 1,110.34
06513571AA	S5.131159.00	$ 400.00	$ 460.67
06104102AA	S5.107193.10	$ 102.28	$ 138.68
06104302AA	S5.108157.00	$ 1,997.64	$ 2,113.75
06509848AA	S5.108753.00	$ 120.60	$ 155.80
06512393AA	S5.130711.00	$ 96.75	$ 199.35
06513777AA	S5.131348.00	$ 383.33	$ 417.65
06512871AA	S5.130998.00	$ 326.27	$ 361.81
06508200AA	S5.107240.00	$ 159.66	$ 161.23
06104426AA	S5.107139.10	$ 143.41	$ 203.60
06508504AA	S5.107665.00	$ 3,461.25	$ 36,110.86
06512718AA	S5.130866.00	$ 77.72	$ 78.08
06104258AA	S5.108122.00	$ 460.50	$ 467.70
06512435AA	S5.130741.00	$ 240.00	$ 240.00
06511079AA	S5.109064.00	$ 262.80	$ 337.80
06513552AA	S5.131179.00	$ 139.31	$ 166.05
06512593AA	S5.130842.00	$ 123.91	$ 149.17
06512104AA	S5.130658.00	$ 193.50	$ 193.50
06508267AA	S5.107249.10	$ 206.98	$ 292.60
06513627AA	S5.131230.00	$ 365.73	$ 535.92
06510970AA	S5.109353.00	$ 1,372.80	$ 2,456.50
06507575AA	S5.106964.10	$ 403.55	$ 529.45
06104428AA	S5.107140.10	$ 143.19	$ 205.89
06511845AA	S5.130425.00	$ 86.70	$ 87.10
06510867AA	S5.109352.00	$ 1,530.80	$ 1,882.12
06107364AA	S5.130535.00	$ 93.20	$ 93.80
06513528AA	S5.131204.00	$ 715.21	$ 1,072.04
06513532AA	S5.131176.00	$ 112.06	$ 168.16
06513534AA	S5.131177.00	$ 61.92	$ 75.78
06512641AA	S5.130837.00	$ 120.70	$ 177.56
06508414AA	S5.107533.10	$ 162.77	$ 248.77
06511813AA	S5.130861.00	$ 539.63	$ 793.97
06512349AA	S5.131109.00	$ 133.95	$ 145.10
06508424AA	S5.107569.00	$ 175.00	$ 296.48
06104185AA	S5.130893.00	$ 66.52	$ 67.58

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06104454AA	S5.107148.10	$ 259.63	$ 429.89
06508711AA	S5.130464.10	$ 123.90	$ 171.14
06508087AA	S5.107073.00	$ 138.67	$ 476.46
06509465AA	S5.108388.00	$ 3,245.30	$ 4,504.04
06513708AA	S5.131358.10	$ 1,515.54	$ 1,757.70
06513589AA	S5.131187.00	$ 168.08	$ 269.70
06513778AA	S5.131349.00	$ 449.57	$ 491.33
06512896AA	S5.131036.00	$ 552.18	$ 1,319.44
06514068AA	S5.131475.00	$ 2,800.01	$ 2,876.87
06511800AA	S5.130418.00	$ 102.80	$ 213.67
68139485AA	S5.108993.30	$ 760.00	$ 888.40
06513555AA	S5.131171.00	$ 136.73	$ 297.79
06513518AA	S5.131169.00	$ 149.50	$ 363.02
06510940AA	S5.130495.00	$ 101.50	$ 169.87
06513533AA	S5.131173.00	$ 129.99	$ 317.64
06513554AA	S5.131172.00	$ 251.14	$ 680.66
06514092AA	S5.131474.00	$ 2,423.98	$ 2,520.84
06512741AA	S5.130924.00	$ 73.31	$ 179.80
06512546AA	S5.130795.00	$ 500.00	$ 768.49
06513469AA	S5.131121.00	$ 650.10	$ 788.89
06509462AA	S5.108391.00	$ 201.63	$ 471.55
06508183AA	S5.107136.00	$ 86.18	$ 261.67
06102621AA	S5.131180.00	$ 90.71	$ 254.11
06508819AA	S5.109174.20	$ 304.10	$ 879.62
06513485AA	S5.131170.00	$ 96.25	$ 352.94
06512266AA	S5.130728.00	$ 118.59	$ 389.93
06508154AA	S5.107083.10	$ 150.56	$ 404.54
06036748AA	S5.108762.00	$ 206.26	$ 618.11
06514091AA	S5.131473.00	$ 1,803.98	$ 1,907.05
06508544AA	S5.107867.10	$ 258.10	$ 569.86
06509055AA	S5.130463.00	$ 208.00	$ 1,588.21
06512935AA	S5.131028.00	$ 456.50	$ 878.27
06510403AA	S5.109145.00	$ 2,094.50	$ 8,167.93
05086695AA	S5.102396.00	$ 2,250.00	$ 2,314.47
06513799AA	S5.131360.00	$ 1,002.88	$ 1,015.73
6504548	S5.105186.00	$ 72.51	$ 700.11
06513780AA	S5.131448.00	$ 2,376.62	$ 2,904.00
06509494AA	S5.109173.00	$ 159.00	$ 762.34
06513707AA	S5.131357.00	$ 701.18	$ 693.37
06513000AA	S5.131038.00	$ 330.65	$ 1,039.56
06506343AA	S5.106765.00	$ 2,950.00	$ 3,028.57
06509131AA	S5.107968.00	$ 3,474.90	$ 3,557.35
06509487AA	S5.130633.10	$ 170.00	$ 1,207.93
06505668AA	S5.105921.00	$ 80.25	$ 464.84
06509765AA	S5.108687.30	$ 210.00	$ 257.33
3507724	S5.101532.00	$ 2,396.25	$ 2,500.00
06510899AA	S5.109354.00	$ 2,403.70	$ 2,533.33
06508203AA	S5.107202.10	$ 387.63	$ 4,971.79
06509903AA	S5.109080.00	$ 213.08	$ 7,726.42
06513832AA	S5.131445.00	$ 202.46	$ 287.63
06513708AA	S5.131358.00	$ 1,453.66	$ 1,652.17
06511059AA	S5.130413.00	$ 140.00	$ 1,020.99
6503490	S5.104420.00	$ 750.00	$ 806.32
06509996AA	S5.109071.00	$ 2,178.00	$ 57,175.53

06512729AA	S5.130726.10	$ 553.70	$ 6,125.95
06512446AA	S5.130761.00	$ 97.92	$ 1,815.10
06513551AA	S5.131199.00	$ 252.94	$ 344.84
06036591AA	S5.107105.00	$ 2,662.50	$ 2,666.67
06512452AA	S5.130763.00	$ 550.00	$ 11,668.48
06104282AA	S5.108500.00	$ 5,000.00	$ 95,292.55
06513312AA	S5.131183.00	$ 130.00	$ 2,680.10
06513960AA	S5.131455.00	$ 526.11	$ 531.25
06513884AA	S5.131459.00	$ 846.42	$ 996.60
06507240AA	S5.106487.00	$ 295.93	$ 38,117.02
68366551AA	S5.130818.00	$ 430.81	$ 23,179.23
06510375AA	S5.109121.00	$ 292.38	$ 512.96
6032878	S5.104027.00	$ 51.36	$ 7,146.94
06513709AA	S5.131359.00	$ 598.27	$ 626.67
06510669AA	S5.130019.00	$ 614.50	$ 720.00
06509112AA	S5.108028.10	$ 252.10	$ 273.33
06513970AA	S5.131456.00	$ 397.21	$ 425.53
06513311AA	S5.131105.00	$ 281.30	$ 655.56
6101983	S5.105006.10	$ 125.14	$ 49,007.00

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fastener solutions
worldwide

KAMAX

www.kamax.com
KAMAX Inc
Mats Ceder
CEO – Americas

November 20th, 2023

Ilvi Peshku
Stellantis
800 Chrysler Drive
Auburn Hills, MI 48326

Re: 2024 Pricing or Notice of Exit and Rejection Releases

Dear Ilvi,

KAMAX values the relationship we've built and trust you've placed in us. KAMAX continously strives to deliver the highest level of quality, innovation and support all while maintaining competitive pricing.

However, as you are undoubtedly aware, the automotive industry is undergoing significant changes and facing numerous challenges that have a direct impact on our costs. We also acknowledge that we have dissappionted many of our customers in 2023 and are working hard to attract, train & retain new operators, add machine capacity and improve productivity.

In an effort to make these improvements and in light of the recent UAW agreements at GM, Ford & Stellantis we must make price adjustments for 2024. KAMAX does not take this decision lightly and understands the importance of cost management to your operation. KAMAX will continue to work closely with you to optimize cost and identify other areas for improvement.

Please see attachment A for pricing effective Jan 1, 2024.

Pricing for 2024 includes adjustments for labor (approx 3%), inflation (3.7%) plus part specific adjustments related to the latest information on part volume, tooling costs and run efficiency.

If you choose not to agree to the new pricing KAMAX must reluctantly exit production of the listed parts on 2/20/2024. KAMAX will work with Stellantis to develop an efficient transition and wind-down to minimize disruption, while working with you and your new supplier in the transfer of production. This letter will also act as KAMAX's advance notice of rejection of any releases, whether firm or forecast, for production or delivery after 2/20/2024.

We realize this is a difficult situation and look forward to working cooperatively with Stellantis through the process.

Sincerely,

Mats Ceder
CEO – Americas
Encl: Attachment A, List of Parts

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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR OAKLAND COUNTY

FCA US LLC, a Delaware limited liability company, *Plaintiff,* v. KAMAX INC., a Delaware corporation, and KAMAX MEXICO S. DE R.L. DE C.V., a Mexican corporation, *Defendants.*	Case No. 2024-205863-CB Hon. Victoria Valentine **BUSINESS COURT DOCKET**

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PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE

Plaintiff FCA US LLC, f/k/a Chrysler Group LLC ("FCA"), by counsel, having filed its Verified Complaint for Specific Performance, Damages, and Injunctive Relief ("Complaint") against Defendants KAMAX Inc. and KAMAX Mexico S. De R.L. De C.V. (collectively

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"KAMAX"), respectfully moves this Court, under MCR 3.310, for a temporary restraining order and an order for KAMAX to show cause as to why a preliminary injunction should not be issued against it enjoining KAMAX to perform its contractual obligations to supply FCA with its requirements of the Goods at issue until further order of this Court.

KAMAX has stopped delivery of the Goods in violation of the requirements contract between the parties. FCA brings this motion in order to avoid the continued and increasing irreparable harm that will result should KAMAX be permitted to continue to refuse to supply all of FCA's requirements of the Goods. FCA relies on the authorities and arguments set forth in its brief in support of this motion, and the allegations set forth in the Complaint.

CERTIFICATION: Undersigned counsel certifies pursuant to MCR 3.310(B) that on February 27, 2024, a copy of the Complaint, this motion, and brief in support was forwarded to KAMAX's outside counsel, Christopher R. Struble of Brooks Wilkins Sharkey & Turco PLLC (struble@bwst-law.com). FCA contacted Mr. Struble by email to inform KAMAX of this Motion and its legal basis on February 27, 2024.

WHEREFORE, FCA respectfully requests that this Honorable Court enter a temporary restraining order and an order for KAMAX to show cause as to why a preliminary injunction should not be issued requiring KAMAX to deliver the Goods to FCA in accordance with the parties' agreements.

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BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE

Plaintiff FCA US LLC, f/k/a Chrysler Group LLC ("FCA"), by counsel, pursuant to MCR 3.310, submits this brief in support of its Motion for Temporary Restraining Order and Order to Show Cause Why a Preliminary Injunction Should Not Issue on Defendants KAMAX Inc. and KAMAX Mexico S. De R.L. De C.V. (collectively "KAMAX"), and states as follows:

I. INTRODUCTION

This case is about KAMAX's improper tactics of attempting to coerce FCA into paying it substantially more money than it is owed by withholding supply of Goods required for FCA to operate ***seventeen*** automobile manufacturing plants, including plants in Michigan, Indiana, Ohio, Mexico, and Canada, thereby potentially causing thousands of layoffs and devastating harm to FCA.[1] These Plants represent ***nearly all of FCA's North American assembly and powertrain manufacturing operations***. At the time of this filing, production at least two of FCA's Plants, the Toledo South Assembly Plant (manufacturing the Jeep Gladiator) and the Toledo North Assembly Plant (manufacturing the Jeep Wrangler), have already been forced to shut down, and FCA is facing imminent shut down of its remaining Plants, which represent ***all*** of its manufacturing operations. Accordingly, FCA seeks a restraining order enjoining KAMAX to continue supplying the Goods and preventing it from further stopping performance under the parties' automotive supply contracts for their duration or until FCA may transition the work to a new supplier without interruption. Immediate injunctive relief is necessary not just to prevent irreparable harm to FCA but also to avoid widespread, catastrophic harm across the automotive industry.

[1] The referenced exhibits are attached to the Complaint, which is attached as **Exhibit A**. A complete list of the parts at issue identifying the relevant corresponding part number and part description (the "Goods") is attached as **Exhibit 1**.

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KAMAX is a German-based global supplier of fastener parts for the automobile industry. Beginning February 20, 2024, KAMAX has stopped performing completely under the parties' long-term, fixed-price requirements automotive supply contracts to supply the Goods. The Goods consist of critical fastener parts for automobiles and other products that FCA manufactures.

Absent Court intervention, KAMAX's breach will force FCA to substantially, or possibly completely, shut down eighteen different assembly plants (collectively, the "Plants"):

Plant	Program	Vehicle/Product
Detroit Assembly Complex - Jefferson	WL	Jeep Grand Cherokee
	WD	Dodge Durango
Detroit Assembly Complex - Mack	WL	Jeep Grand Cherokee L
Dundee Engine Plant	N/A	3.6-liter (V-6) Pentastar Upgrade
Indiana Transmission Plant	N/A	Six- and nine-speed transmissions
Kokomo Engine Plant	N/A	GMET4 engine
Kokomo Transmission Plant	N/A	Eight-speed transmissions
Saltillo North Engine Plant	N/A	GMET6 engine
Saltillo Truck Assembly Plant	D2	RAM 3500 Pickup
	DD	RAM 3500 Cab Chassis
	DF	RAM 3500 <10Klb Cab Chassis
	DJ	RAM 2500 Pickup
	DP	RAM 4500/5500 Cab Chassis
Saltillo Van Assembly Plant	VF	RAM Promaster
Sterling Heights Assembly Plant	DT	RAM 1500 Pickup
Tipton Transmission Plant	N/A	Nine-speed transmission
		Nine-speed SI-EVT transmission for

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Plant	Program	Vehicle/Product
		Chrysler Pacifica Hybrid
Toledo South Assembly Plant	JT	Jeep Gladiator
Toledo Machining Plant	N/A	Steering columns
		Torque converters
Toledo North Assembly Plant	JL	Jeep Wrangler
Toluca Assembly Plant	MP	Jeep Compass
Warren Truck Assembly Plant	DS	RAM 1500 Classic
	WS	Jeep Wagoneer
Windsor Assembly Plant	RU	Chrysler Pacifica

As demonstrated in the chart above, nearly ***all*** of FCA's North American assembly and powertrain plants are affected by KAMAX.[2] In addition to the shutdown of the Plants, FCA's "Mopar" division – offering aftermarket parts, service, and customer care – is also impacted by KAMAX's cease of supply of the Goods.

Each of the Plants is supplied hundreds of parts by other suppliers to manufacture vehicles. When one of the critical parts is not available, the Plant is halted as are releases to other suppliers for any ancillary parts required to produce the relevant vehicle(s).

KAMAX is obligated to supply FCA with the Goods under the relevant Purchase Order terms and conditions which KAMAX accepted (*i.e.*, Production and Mopar Purchasing General Terms and Conditions or the "Terms")[3] The Terms and the Purchase Orders shall be collectively

[2] Only one of FCA's North American powertrain plants, the Saltillo South Engine Plant, is not affected by KAMAX. In other words, if KAMAX's refusal to deliver the Goods is not remedied, nearly 100% of FCA's North American production will be halted.

[3] Samples of Purchase Orders for each of the Plants at issue are attached to the Complaint as **Exhibit 2**. A copy of the Terms is attached to the Complaint as **Exhibit 3**.

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referred to as the "Agreements." The Agreements are requirements contracts under which KAMAX agreed to timely provide FCA with the Goods to meet FCA's requirements as set forth in its releases. *See* **Ex. 3**, Terms, § 3. KAMAX is a Tier 1, ***sole supplier*** of the Goods to the Plants, and without them, FCA will be forced to stop production of vehicles across ***all of FCA's sixteen different vehicle programs*** (reflected in the above chart, collectively referred to as the "Programs") manufacturing. Without the Goods, the Plants cannot operate. Due to prior delays in KAMAX's delivery of the Goods, FCA has low inventory of the Goods. Now that KAMAX has stopped shipping the Goods, two of the Plants have already been forced to shut down, while others have mere days of inventory remaining before they will also be forced to shut down.

KAMAX's decision to stop ship the Goods arises out of its dissatisfaction with its profitability under the Agreements it negotiated. Consequently, KAMAX has embarked on a strategy of leveraging its position as a critical and vital supplier to force FCA to pay substantially higher prices for the Goods or risk a production shut down.

In November 2023, the parties entered an Accommodation Letter Agreement to temporarily modify the parties' payment arrangement.[4] Under the Accommodation Letter Agreement, KAMAX reconfirmed that it would not repudiate its obligations under any Purchase Order or take any action announcing or threatening non-delivery or the stop shipment of the Goods. Nonetheless, KAMAX has not only breached the Agreements, but it is also breaching the promises made mere months ago in the Accommodation Letter Agreement and is once again attempting to unfairly leverage supply of the Goods over FCA. This amounts to nothing less than commercial extortion.

[4] The November 2023 Accommodation Letter Agreement is filed under seal as **Exhibit 4**.

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If KAMAX is not enjoined and ordered to specifically perform under the Agreements for a limited period of time, production at all of the Plants will halt and FCA (and its sub-suppliers) will continue to suffer irreparable and catastrophic harm, including but not limited to potentially laying off thousands of employees, threatening the ability of FCA's numerous sub-suppliers to continue their operations, and causing incalculable damage to FCA's reputation and goodwill in the marketplace.

FCA respectfully requests that the Court order KAMAX to temporarily continue what it has been doing for over ten years: provide FCA with Goods under the Agreements at the agreed pricing. FCA is seeking preliminary and permanent injunctive relief, specific performance, money damages, a declaratory ruling of the parties' rights under the Agreements, and such other relief as it may be entitled as determined by the Court.

II. BACKGROUND

FCA is a cornerstone of the American automotive sector, and through its predecessor Chrysler, has manufactured vehicles in the United States for over 100 years. Presently, FCA produces and markets automobiles under several brand names, including Chrysler, Dodge, Jeep, Ram, Fiat, Alfa Romeo, and Maserati, alongside various parts and accessories divisions.

For the Plants to remain operational, FCA depends on numerous suppliers such as KAMAX to ensure an uninterrupted supply chain of parts. If FCA's supply of vital parts such as the Goods is even temporarily broken, the Plants is forced to shut down, lay off workers, and suspend other suppliers to the Plants (causing their workers to be laid off) and, in the event of a prolonged shutdown, the widespread automobile production community cannot continue until the supplier at fault agrees to resume performance under its contract. This also causes issues with the unions that bargain for the benefit of the workers and negatively impacts the economic viability of

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the communities of the automobile workers. KAMAX has performed under the Agreements and supplied the Goods at issue for over a decade. The Agreements are requirements contracts pursuant to which KAMAX is obligated to, among other things, timely supply FCA with the Goods to meet its demand as provided by its releases, broadcasts, written requirements, or as otherwise stated in its Purchase Orders. *See* **Ex. 3**, Terms, §§ 1, 3.

KAMAX's role as a Tier 1, sole supplier of the Goods includes the assembly and delivery of over ***140*** different parts, which are delivered to the various Plants for installation into vehicles and other products. The Agreements are fixed-price requirements contracts and provide that the prices in FCA's Purchase Orders are "firm and are not subject to adjustment for changes in volume, changes in the price of raw materials or labor, changes in currency valuation, or for any other reason," unless FCA specifically states in writing in a Purchase Order that the price would be adjusted. *See id.*, § 9.

The Agreements expressly provide that time is of the essence for KAMAX to deliver the Goods in accordance with the time frame set forth in the Purchase Orders. *Id.* § 3. Timely delivery of all goods, but especially these critical Goods is crucial to the Plants' ability to operate. Typically, KAMAX receives a broadcast time of approximately 90 days in advance containing FCA's estimated needs, and KAMAX is required to deliver the Goods to the relevant Plant as confirmed by FCA approximately one week before the delivery date. Without the Goods, the Plants cannot operate. Due to prior delays in KAMAX's delivery of the Goods, FCA has low inventory of the Goods. Now that KAMAX has stopped shipping the Goods, two of the Plants have already been forced to shut down, while others have mere days of inventory remaining before they will also be forced to shut down.

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KAMAX is aware of and expressly acknowledged the irreparable harm that is caused to FCA if delivery of the Goods does not meet demand or is interrupted. Clause 33 of Terms provides:

> [KAMAX] acknowledges that a material breach of its obligation to supply goods in accordance with Clause 3 of [the Terms] … would cause irreparable damage to FCA US, including without limitation potential damage to FCA US'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, in the event of any action ***taken or threatened*** by [KAMAX] hereunder that, if taken, would constitute a material breach of its obligations under Clause 3 … of [the Terms], FCA US and [its] successors and assigns are entitled to injunctive or other equitable relief and/or a decree for specific performance, without the posting of any bond or other security, in addition to any other remedies it may have for damages or otherwise.

Id., § 33 (emphasis added). Despite this understanding, KAMAX has repeatedly taken action and threatened to take action which constitutes material breaches of the Agreements, thereby harming FCA irreparably.

In recent years, KAMAX has suffered chronic operational issues, causing significant supply interruptions to FCA. Throughout 2022 and 2023, FCA has made substantial accommodations to KAMAX to help ensure continued supply of the Goods. In or around June 2023, KAMAX once again began demanding price increases for the Goods, and if KAMAX's demands were not met, KAMAX threatened to discontinue shipments of the Goods to FCA.

On or about November 6, 2023, the parties entered the Accommodation Letter Agreement, under which KAMAX agreed to, among other things, continue supply of the Goods to FCA without reservation. *See* **Ex. 4**, Accommodation Letter Agreement. In exchange for various accommodations made by FCA, KAMAX specifically agreed as follows:

> Kamax hereby agrees that it shall not: (i) **repudiate all or any portion of, or any obligation under, an installment of or an**

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> **entire Order**; (ii) take any action evidencing its intention or threat not to fully and timely perform each and all of its obligations under an installment of or an entire Order **(including announcing or threatening non-delivery or the stop shipment of goods)**; or (iii) **fail or omit to take any action required to be performed by Kamax that is necessary for Kamax to fully and timely deliver fully conforming goods or services to meet FCA's requirements or otherwise perform under a release or an Order**.

Id. (emphasis added).

Unsatisfied with the accommodations provided by FCA and accepted by KAMAX, KAMAX continued to threaten to stop shipment of the Goods and has now followed through with its threats and stopped shipment of the Goods to FCA in direct breach of the Agreements and the Accommodation Letter Agreement. On February 20, 2024, KAMAX stopped shipment of the Goods to the Plants, and has indicated that it will not resume shipment. As a result of KAMAX's breach and decision to stop shipment of the Goods to the Plants, FCA has been forced to shut down its Toledo North Assembly Plant and Toledo South Assembly Plant, and FCA's remaining Plants are facing imminent shutdown (if they have not already been forced to shut down at the time of filing). Indeed, KAMAX's forced shutdown of the Toledo North Assembly Plant and Toledo South Assembly Plant has already caused FCA to suffer millions of dollars of damages, plus irreparable non-monetary harm.

If KAMAX is permitted to continue to withhold the Goods, FCA will be forced to shut down production of the remaining Plants, including all affected Programs, causing millions of dollars of losses **per hour** of downtime, and will also continue to suffer irreparable non-monetary harm. A temporary restraining order and preliminary injunction requiring specific performance under the Agreement is desperately needed to prevent KAMAX from forcing further shutdown of the Plants and causing irreparable harm to FCA.

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III. LEGAL STANDARD

MCR 3.310 allows parties to obtain a temporary restraining order and preliminary injunctive relief. "The purpose of a preliminary injunction is to preserve the status quo pending a final hearing regarding the parties' rights." *Martin v. Progressive Mich. Ins. Co.*, 2023 Mich. App. LEXIS 7367, at *3-4 (Ct. App. Oct. 12, 2023) (quoting *Hammel v Speaker of House of Representatives*, 297 Mich. Ct. App. 641, 647; 825 N.W.2d 616 (2012) (citation omitted).

In determining whether to issue a preliminary injunction, a court must consider four factors: (i) the likelihood the movant will prevail on the merits; (ii) whether the movant will suffer irreparable injury if a preliminary injunction is not granted; (iii) whether harm to the movant in the absence of an injunction outweighs harm to the opposing party if an injunction is granted; and (iv) the harm to the public interest, if any, if an injunction issues. *Michigan State Employee's Association v Department of Mental Health*, 421 Mich. 152, 158-159; 365 N.W.2d 93 (1984); *Michigan AFSCME Council 25 v Woodhaven-Brownstown School District*, 293 Mich. App. 143, 148; 809 N.W.2d 444 (2011). "[T]hese four factors are simply a guide for the trial court's exercise of discretion, and the factors are not designed to be rigid and unbending requirements." *Martin v. Progressive Mich. Ins. Co.*, 2023 Mich. App. LEXIS 7367, at *4 (Ct. App. Oct. 12, 2023) (citing *Johnson v Mich Minority Purchasing Council*, 341 Mich. App. 1, 25, 988 N.W.2d 800 (2022)).

Unlike a preliminary injunction, a TRO "requires only that 'it clearly appears from specific facts shown by affidavit or by a verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant from the delay required to effect notice.'" *Red D Freight, Inc. v. Sexton*, 2017 WL 4818898, at *3 (Mich. Ct. App. Oct. 24, 2017) (quoting MCR 3.310(B)(1)(a)). The Court of Appeals has described this as a "minimal standard[.]" *Id.*

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IV. ARGUMENT

A. FCA Is Likely To Succeed On The Merits Of Its Claims.

FCA is likely to prevail on its breach of contract claims. A party asserting a breach of contract must establish that "(1) there was a contract (2) which the other party breached (3) thereby resulting in damages to the party claiming breach." *Miller-Davis Co. v. Ahrens Constr., Inc.*, 495 Mich. 161, 848 N.W.2d 95, 104 (Mich. 2014). When contract term are clear and unambiguous, courts are to enforce the language as written in accordance with its plain and ordinary meaning. *Coates v. Bastian Bros., Inc.*, 276 Mich. App. 498, 741 N.W.2d 539, 543 (Mich. Ct. App. 2007).

A requirements contract is one in which the quantity of goods to be provided by the seller to the buyer is measured by the buyer's good faith requirements for such goods. *Cyril Bath Co. v. Winters Indus.*, 892 F.2d 465, 467 (6th Cir. 1989); *Eden Foods. Inc v American Soy Products, Inc.*, No 318337, slip op at 6 (Mich. App. Jan 22, 2015) (unpublished decision). Requirements contracts are enforceable under Michigan law. MCL 440.2306(1), 2204(3); *see also Lorenz Supply Co. v. Am. Standard Inc.*, 358 N.W.2d 845, 846-47 (Mich. 1984).

Courts in Michigan regularly impose preliminary injunctions to require specific performance of requirements contracts in the automotive industry. *E.g., Higuchi Int'l Corp. v. Autoliv ASP, Inc.*, 2023 U.S. Dist. LEXIS 145649, at *8-9 (E.D. Mich. Aug. 18, 2023) (granting preliminary injunction and finding an enforceable requirements contract existed where the goods were ordered through purchase orders and releases); *Magna Seating Inc. v. Adient US LLC*, 2021 Mich. App. LEXIS 3155, at *4 (Ct. App. May 20, 2021) (affirming lower court's ruling where a preliminary injunction was entered when the supplier refused to fill the buyers releases and demanded a price increase); *Dana Ltd. v. Mico Indus.*, 2015 Mich. Cir. LEXIS 73, at *11 (Kent County 2015) ("[S]upply-chain litigation in the automotive industry more readily lends itself to

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injunctive relief because a breach of contract disrupting the 'just in time' delivery of components can cause catastrophic harm throughout the supply chain.") (citation omitted); *BorgWarner PDS (Anderson), L.L.C. v. Indus. Molding Corp.*, 2020 U.S. Dist. LEXIS 41937, at *15 (E.D. Mich. Mar. 11, 2020) (finding that the manufacturer was likely to prevail on the merits of its claim seeking specific performance from the supplier of parts in a requirements contract).

Here, it is beyond dispute that the Agreements, including the Accommodation Letter Agreement, are enforceable requirements contracts under Michigan law. Indeed, KAMAX has been FCA's supplier of the Goods for the Plants for many years, has supplied FCA's requirements pursuant to the terms provided in the Agreements and the quantities set forth in FCA's Purchase Orders, which specify that they are for at least one part and are for between 65% - 100% of FCA's requirements. *See* Compl., Ex. 2, Sample Purchase Orders.

Further, the Agreements are requirements contracts under which KAMAX is required to deliver the Goods "in accordance with [FCA]'s releases, broadcasts, and/or written requirements[.]" *E.g.*, Terms, § 3. KAMAX expressly agreed to the Terms in multiple ways, including by clicking "Accept" in FCA's supplier portal when responding to FCA's Requests for Quotation ("RFQs") that resulted in final contract for each Program. KAMAX also reconfirms the Terms each time it accepts a Purchase Order. *See* Compl., Ex. 2; *see also* MCL § 440.2206(1)(b) ("an order or other offer to buy goods for prompt or current shipment shall be construed as inviting acceptance either by a prompt promise to ship or by the prompt or current shipment of conforming or nonconforming goods"); *see also Kvaerner U.S., Inc. v. Hakim Plast Co.*, 74 F. Supp. 2d 709, 714 (E.D. Mich. 1999) ("Assent to an offer may be indicated through actions.")). Subject to FCA's termination rights, KAMAX is required to supply the Parts for the life of the Programs. *See* Terms, § 38; Ex. 2, Sample Purchase Order. Additionally, KAMAX confirmed it would supply the Goods

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in accordance with the Purchase orders to "meet FCA's requirements" under the Accommodation Letter Agreement. *See* **Ex. 4**. As such, the Agreements are enforceable requirements contracts. *See Higuchi*, 2023 U.S. Dist. LEXIS 145649, at *8-9 (finding an enforceable requirements contract where the purchase order stated that the exact amount of the buyers requirements would be specified from time to time in its releases); *Cadillac Rubber & Plastics, Inc. v. Tubular Metal Sys., LLC*, 331 Mich. App. 416, 952 N.W.2d 576 (Mich. Ct. App. 2020) (enforcing requirements contract which only provided that the buyer would purchase between one part and 100% of its requirements).

KAMAX has breached the valid, binding, and enforceable Agreements with FCA and the Accommodation Letter Agreement. KAMAX has repudiated its contractual obligations and has breached the Agreements by refusing to continue shipment of the Goods. Beginning February 20, 2024, KAMAX stopped shipment of the Goods to the Plants, consistent with its prior threats that it would stop such supply unless FCA caved to its unwarranted and unauthorized price demands. These actions demonstrate an unequivocal breach of KAMAX's continuing obligations under the Agreements which requires that "[d]elivery [of the Goods] must be made and completed as specified (including as to time) in the applicable Purchase Order and in accordance with [FCA's] releases, broadcasts, and written requirements and instructions issued by [FCA] from time to time[.]" **Ex. 3**, Terms, § 2. This is also a breach of the Purchase Orders which specify that each Purchase Order is for KAMAX to provide at least one part and up to 100% of FCA's requirements of the Goods for the life of the applicable Program. *See* **Ex. 2**, Sample Purchase Orders. Additionally, KAMAX's decision to withhold shipment of the goods breaches the promises it recently made in November 2023 under the Accommodation Letter Agreement, where KAMAX agreed that it would not threaten or take any action that would cause KAMAX to fail to fully and

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timely deliver the Goods to meet FCA's requirements under a release or a Purchase Order. *See* **Ex. 4**, Accommodation Letter Agreement.

FCA has not terminated the Purchase Orders, Agreements, or otherwise relieved KAMAX of its ongoing obligation to supply the Goods. To the contrary, FCA has attempted to accommodate KAMAX to ensure the continued supply of Goods to the Plants. *See* **Ex. 4**, Accommodation Letter Agreement. KAMAX's refusal to ship the Goods ordered by FCA, at the times and in the quantities ordered, constitutes a breach of the Agreements, and KAMAX must be held liable. Therefore, FCA is likely to succeed on the merits on its claims for Breach of Contract against KAMAX.

According to Section 2-711 of the UCC, the buyer may "in a proper case obtain specific performance." MCL 440.2711(2)(b). Specific performance under the UCC is particularly appropriate in cases such as this, where the goods are unique or in short supply from a limited number of potential sources. MCL 440.2716(1) ("Specific performance may be decreed where the goods are unique or in other proper circumstances."); *Jaup v. Olmstead*, 55 N.W.2d 119, 120 (Mich. 1952) ("[I]f the specific property is not obtainable on the market and damages will not provide adequate compensation, equity may take jurisdiction."); *TRW Inc. v. Indus. Sys. Assoc. Inc.*, 47 F. App'x 400, 401 (6th Cir. 2002) (affirming preliminary injunction ordering defendant supplier to continue to supply goods where defendant was "sole supplier" of parts to the plaintiff).

As the official comments to UCC § 2-716 explain, contracts "involving a particular or peculiarly available source or market" represent "the typical commercial specific performance situation." MCL 440.2716, Cmt 2.10; *see also* MICHIGAN CONTRACT LAW § 14.16 (1998) ("Specific performance is particularly appropriate in the modern automotive industry where manufacturers commonly enter into requirements contracts.").

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Here, KAMAX is FCA's sole supplier of the Goods, which are unique components, to the Plants. The Goods are not fungible, nor can regularly be procured from alternative sources. Although KAMAX is fully aware that it is not yet feasible for an alternate supplier to supply the Goods, it has stopped supplying the Parts to FCA anyways, which is causing the Plants to shut down. Due to the unique nature of the Goods, FCA is likely to succeed on the merits of its claim for Specific Performance.

B. FCA Will Suffer Irreparable Harm if KAMAX is Not Required to Resume its Supply of the Goods to FCA.

There is no doubt that FCA will continue to suffer irreparable injury if this Court does not grant its Motion. Indeed, production at two of the Plaints – Toledo South Assembly Plant (manufacturing the Jeep Gladiator) and the Toledo North Assembly Plant (manufacturing the Jeep Wrangler) – have already been forced to shut down, and FCA is facing imminent shut down of its remaining Plants.

Irreparable injury is defined as "non-compensable injury for which there is no legal measurement of damages or for which damages cannot be determined with a sufficient degree of certainty." *Thermatool Corp. v. Borzym*, 575 N.W.2d 334, 338 (Mich. Ct. App. 1998). "[I]rreparable harm can be established via the potentially catastrophic disruption of the supply chain to the automotive industry." *Robert Bosch Battery Sys.*, 2014 Mich. Cir. LEXIS 71, at *5 (citing *Kelsey-Hayes Co v. Galtaco Redlaw Castings Corp*, 749 F. Supp. 794, 798 (ED Mich 1990)); *Eberspaecher N. Am., Inc. v. Nelson Glob. Prods., Inc.*, 2012 U.S. Dist. LEXIS 52207, at *14-18 (E.D. Mich. Apr. 13, 2012) (same).

"The loss of customer goodwill often amounts to irreparable injury because the damages flowing from such losses are difficult to compute." *Basicomputer Corp. v. Scott*, 973 F.2d 507, 512 (6th Cir. 1992); *Robert Bosch Battery Sys.*, 2014 Mich. Cir. LEXIS 71, at *6 (granting

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preliminary injunction noting that the plaintiff's goodwill and reputation with its customer may be immeasurably damaged if the failure to deliver the goods resulted in the shutdown of production of the vehicle at issue); *see also JD Norman Indus. v. Metaldyne, LLC*, 2016 U.S. Dist. LEXIS 55239, at *22-25 (E.D. Mich. Apr. 26, 2016); *TRW, Inc.*, 47 F. App'x at 401 (holding that district court did not abuse its discretion in entering a preliminary injunction in which it found irreparable harm where automaker could not readily obtain air bags from a second source and further held that plaintiff's good will and business reputation would be harmed absent injunctive relief).

Given the complex nature of the manufacturing process at each of the Plants, only minimal inventories of the Goods are able to be maintained, and deliveries must be made on a regular basis to keep assembly lines operating. *See Kelsey-Hayes Co.*, 749 F. Supp. at n.7 ("It is well known that in an effort to promote efficiency, car manufacturers are reducing the size of their reserve banks of parts.... A supplier's failure to make scheduled shipments may have immediate and dramatic consequences."). The failure of a single Tier-1 supplier to fulfill its contractual commitments to the Plants will thus inevitably cause a ripple effect throughout the chain, preventing all suppliers of that assembly from providing parts to the vehicle manufacturer. FCA's Plants are operating at or near capacity and cannot make up for lost production. Thus, courts have repeatedly granted preliminary injunctive relief to require component suppliers to continue delivery of parts to prevent the irreparable harm that inevitably occurs in the automotive supply chain if there is a refusal to ship. *See, e.g., Dana Ltd. v. Mico Indus.*, 2015 Mich. Cir. LEXIS 73, at *11-12 (Kent Cir. July 2, 2015) (explaining that supply-chain litigation in the automotive industry often requires injunctive relief due to the severe impact a disrupted parts delivery can have across the entire supply chain); *TRW*, 47 F. App'x at 401 (affirming preliminary injunction

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where plaintiff automotive supplier faced injury to goodwill and business relations and loss of future business prospects due to non-delivery of product).

Likewise, if KAMAX does not resume compliance with its contractual obligations to supply the Goods at the times and in the quantities specified in FCA's releases, the ongoing irreparable harm to FCA will continue on an exponentially increasing basis. Two of the Plants have already been forced to shut down, and without continued supply of the Goods, FCA's production lines ***at all seventeen affected Plants*** will grind to a halt within days of this filing.

If not quickly remedied, the financial impact on FCA will be catastrophic and will cause tens, if not hundreds, of millions of dollars in shutdown damages, in addition to the incalculable losses from being shut out of future supply work with its suppliers and losing various employees due to forced layoffs. Further, FCA's reputation and goodwill in the marketplace will be severely damaged and it will likely lose future business opportunities, causing it incalculable and irreparable injury. *See Almetals Inc. v. Wickeder Westfalenstah L. GmbH.*, 2008 WL 4791377, at *9 (E.D. Mich. Oct. 29, 2008) (granting permanent injunction against automotive supplier where there was no alternative source of supply for the components and plaintiff would lose goodwill and business relationships with customers).

The certainty that FCA will suffer immediate and irreparable harm supports entry of injunctive relief. Without prompt issuance of a temporary restraining order and preliminary injunction, it will be too late to prevent additional line shutdowns and resulting harms to FCA's goodwill, business relationships, and reputation.

C. The Balance Of Harms Favors Granting Preliminary Relief To FCA to Keep the Plants Operational.

In contrast to the irreparable harm to FCA if a preliminary injunction is not granted, ordering KAMAX to continue to supply the Goods as required under the Agreements will merely

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maintain the status quo and require KAMAX to do nothing more than what it is obligated to do and has been doing for more than 10 years. Thus, the balance of harms tips decisively in favor of granting FCA's Motion and requiring KAMAX to specifically perform under the Agreements. *See Gates v. Detroit & Mackinac Ry.*, 115 N.W. 420, 421 (Mich. 1908) ("The defendant can suffer little injury by continuing to do temporarily as he has done for the last seven years"); *Campau v. McMath*, 463 N.W.2d 186, 190 (Mich. Ct. App. 1990) (preserving status quo so that final hearing can be held without injury to either party is another valid consideration in issuing an injunction).

Further, if KAMAX does not resume supplying the Goods to FCA, FCA's numerous Tier-1 suppliers and sub-suppliers will be forced to shut down. *See Key Safety Sys., Inc. v. Invista, S.A.R.L., L.L.C.*, 2008 WL 4279358, at *13 (E.D. Mich. Sept. 16, 2008) (holding that potential shutdown of third party OEMs based on lack of parts weighs in favor of granting injunctive relief). The potential harm to innocent third parties also weighs in favor of granting this Motion. KAMAX cannot escape its contractual obligations due to its unhappiness with the economics of the deal it made, nor can it argue that its continued performance is impractical due to any increased cost of performance. Indeed, "courts, including the U.S. Supreme Court, conclude that an unprofitable contract and increase in the cost of raw materials does not rise to the level of impracticability." *BAE Indus. v. Agrati - Medina, LLC*, 2022 U.S. Dist. LEXIS 169785, at *13 (E.D. Mich. Sept. 20, 2022). To the extent that KAMAX suffers any harm by having to continue to perform its duties under the Agreements, KAMAX can seek damages at the appropriate time. *See BorgWarner*, 2020 U.S. Dist. LEXIS 41937, at *18. Thus, the balance of harms weighs in favor of FCA.

D. Granting Injunctive Relief Is In The Public Interest.

Keeping the Plants operational is in the strong favor of the public interest. Injunctions enabling the automotive industry to continue its operations are favored because "a disruption to the automotive supply chain will harm the public's interest." *BAE Indus.*, 2022 U.S. Dist. LEXIS

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169785, at *18; *see also Cooper-Standard Auto, Inc. v. Daikin Am., Inc.*, 568 F. Supp. 3d 846, 854 (E.D. Mich. 2021) ("The public interest also weighs in favor of the efficient administration of the automobile industry."). KAMAX's failure to deliver the Goods to the Plant is causing and will cause FCA—and its other supply chain participants—to shut down production, potentially causing layoffs and economic harm. The public interest weighs heavily in favor of the efficient administration of the automotive industry. *See, e.g., Key Safety Sys., Inc.*, 2008 WL 4279358, at *13 (holding that public interest factor weighed in favor of injunctive relief where compelling seller to supply automotive part would avoid consequential plant shutdowns or layoffs and would avoid economic harm to the state, region, and nation); *see also Almetals, Inc.*, 2008 WL 4791377, at *10 ("[D]enying the injunction places at risk the operations of [the plaintiff], and, correspondingly numerous customer assembly plants" which "would be disastrous, irreparably damaging [the plaintiff's] business and reputation, and causing further detriment to the economy."); *see also. BorgWarner PDS*, 2020 U.S. Dist. LEXIS 41937, at *18-19 (explaining that the "public has an interest in having valid contracts enforced and there is no evidence at this time that the Contracts are invalid."). As such, the public interest weighs heavily in favor of entering the requested preliminary injunction.

V. ENTRY OF A TEMPORARY RESTRAINING ORDER IS APPROPRIATE.

MCR 3.310(B) allows the Court to issue a temporary restraining order without oral or written notice to the adverse party if (1) "it clearly appears from specific facts shown by affidavit or by a verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant from the delay required to effect notice or from the risk that notice will itself precipitate adverse action before an order can be issued;" and (2) "the applicant's attorney certifies to the

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court in writing the efforts, if any, that have been made to give the notice and the reasons supporting the claim that notice should not be required."

This case presents the ideal facts and circumstances that warrant entry of a temporary restraining order and a preliminary injunction. If KAMAX is not immediately required to resume shipment of the Goods ordered by FCA, all of the Plants will be forced to shut down within days, and some of the Plants have already been affected. FCA has engaged in commercial negotiations with KAMAX to remedy the situation; however, KAMAX has refused to continue to ship the Goods while the parties continue discussions. KAMAX's improper conduct in threatening to stop work in breach of the Agreements demonstrates the substantial risk of further loss to FCA if KAMAX is not required by a Court Order to continue performing under the Agreements and honor the promises made in the Accommodation Letter Agreement. Accordingly, injunctive relief is warranted to compel KAMAX's specific performance under the Agreements.

VI. CONCLUSION

For the foregoing reasons, Plaintiff FCA US LLC respectfully requests that this Honorable Court enter a temporary restraining order and issue an order to show cause why a preliminary injunction should not be entered requiring Defendants KAMAX Inc. and KAMAX Mexico S. De R.L. De C.V. to comply with its obligations under the Agreements and the Accommodation Letter Agreement and timely supply FCA with Goods as set forth by the Agreements and all applicable Purchase Orders until further order of this Court.

Date: February 28, 2024

Respectfully submitted,

/s/Stephen W. King

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was electronically filed on February 28, 2024. Notice of this filing will be sent to all parties of record by operation of the Court's electronic filing system, and the filing may be accessed through that system.

/s/Stephen W. King
Stephen W. King (P56456)

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EXHIBIT A

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR OAKLAND COUNTY

FCA US LLC, a Delaware limited liability company, *Plaintiff,* v. KAMAX INC., a Delaware corporation, and KAMAX MEXICO S. DE R.L. DE C.V., a Mexican corporation, *Defendants.*	2024-205863-CB JUDGE VICTORIA VALENTINE Case No. Hon. **BUSINESS COURT DOCKET**

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VERIFIED COMPLAINT FOR SPECIFIC PERFORMANCE, DAMAGES, AND INJUNCTIVE RELIEF

There is no other civil action between these parties arising out of the transactions or occurrences alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge. This case involves a business or commercial dispute as defined in MCL 600.8031 and therefore should be assigned to the business court.

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Plaintiff FCA US LLC, f/k/a Chrysler Group LLC ("FCA"), by counsel, states as follows as its Verified Complaint for Specific Performance, Damages, and Injunctive Relief against Defendants KAMAX Inc. and KAMAX Mexico S. De R.L. De C.V. (collectively, "KAMAX"):

INTRODUCTION

1. FCA files this action to enforce its rights under its automotive supply contracts with KAMAX in which KAMAX promised to produce critical fastener parts for automobiles that FCA manufactures in ***seventeen*** of its major automobile manufacturing plants, representing ***nearly all of FCA's North American assembly and powertrain manufacturing operations*** (identified in greater detail below as the "Plants").[1] Immediate injunctive relief is necessary not just to prevent irreparable harm to FCA but also to avoid widespread, catastrophic harm across the automotive industry if KAMAX is permitted to abandon its obligations under the parties' contracts.

2. KAMAX is an affiliate to German-based KAMAX Holding GmbH & Co. KG, a leading global manufacturer of fastener products for the automotive industry with over $1 Billion in annual revenue.

3. Beginning on February 20, 2024, KAMAX stopped performing completely under certain long-term, fixed-price requirements supply contracts, and despite FCA's efforts, KAMAX stated that it will no longer supply the Goods to FCA unless FCA agrees to pay substantially increased prices for the Goods.

4. KAMAX's refusal to supply the Goods to FCA is causing FCA to suffer irreparable harm and will have disastrous effects on FCA's ability to produce its vehicles in these various production plants, which will in turn require FCA to shut down the supply of hundreds of other

[1] A list of the parts at issue identifying the relevant corresponding part number and part description is attached as **Exhibit 1**. The relevant parts shall be collectively referred to as the "Goods."

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suppliers and will likely cause FCA and such other supplies to layoff or idle thousands of employees. It will cause severe disruption in the marketplace and severely impact the automotive supply base throughout Michigan and beyond. At the time of filing, production at least two of FCA's Plants, the Toledo South Assembly Plant (manufacturing the Jeep Gladiator) and the Toledo North Assembly Plant (manufacturing the Jeep Wrangler), has been forced to shut down, and FCA is facing imminent shut down of its remaining Plants.

5. Without Court intervention, KAMAX's breach will force FCA to substantially, or possibly completely, shut down the Plants, which are located in Michigan, Ohio, Indiana, Mexico, and Canada.

6. Each of the Plants is supplied hundreds of parts by other suppliers to manufacture vehicles. When one of the critical parts is not available, the Plant is forced to shut down and stop ordering all parts for the relevant vehicle(s) or products manufactured at that Plant. The suppliers of those other parts then shut down their manufacturing plants as FCA cannot take the supply of parts. This trickle-down effect cascades through several tiers of suppliers. FCA and all of these tiers of suppliers are then forced to send their workers home.

7. The Goods delivered by KAMAX to the Plants are for the production of vehicles across sixteen different vehicle programs (collectively referred to as the "Programs") manufacturing various vehicle models and other products identified as follows:

Plant	Program	Vehicle/Product
Detroit Assembly Complex – Jefferson	WL	Jeep Grand Cherokee
	WD	Dodge Durango
Detroit Assembly Complex – Mack	WL	Jeep Grand Cherokee L
Dundee Engine Plant	N/A	3.6-liter (V-6) Pentastar Upgrade

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Plant	Program	Vehicle/Product
Indiana Transmission Plant	N/A	Six- and nine-speed transmissions
Kokomo Engine Plant	N/A	GMET4 engine
Kokomo Transmission Plant	N/A	Eight-speed transmissions
Saltillo North Engine Plant	N/A	GMET6 engine
Saltillo Truck Assembly Plant	D2	RAM 3500 Pickup
	DD	RAM 3500 Cab Chassis
	DF	RAM 3500 <10Klb Cab Chassis
	DJ	RAM 2500 Pickup
	DP	RAM 4500/5500 Cab Chassis
Saltillo Van Assembly Plant	VF	RAM Promaster
Sterling Heights Assembly Plant	DT	RAM 1500 Pickup
Tipton Transmission Plant	N/A	Nine-speed transmission
		Nine-speed SI-EVT transmission for Chrysler Pacifica Hybrid
Toledo South Assembly Plant	JT	Jeep Gladiator
Toledo Machining Plant	N/A	Steering columns
		Torque converters
Toledo North Assembly Plant	JL	Jeep Wrangler
Toluca Assembly Plant	MP	Jeep Compass
Warren Truck Assembly Plant	DS	RAM 1500 Classic
	WS	Jeep Wagoneer
Windsor Assembly Plant	RU	Chrysler Pacifica

8. As demonstrated in the chart above, nearly ***all*** of FCA's North American assembly

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and powertrain plants are affected by KAMAX.[2] In addition to the shutdown of the Plants, FCA's "Mopar" division – offering aftermarket parts, service, and customer care – is also impacted by KAMAX's cease of supply of the Goods.

9. If forced to shut down or severely limit the Plants' production, FCA and its suppliers and their respective employees will suffer irreparable harm as production at the Plants will grind to a halt, causing a devastating chain reaction in the automotive industry. FCA seeks immediate relief from the Court to order KAMAX to fully supply FCA with the Goods as set forth in FCA's Purchase Orders as required under the parties' contracts, at least until FCA can replace KAMAX with another supplier and to avoid further irreparable harm to FCA, its employees, contractors, and its numerous other suppliers and their employees.

10. KAMAX is obligated to supply FCA with the Goods pursuant to the relevant Purchase Orders issued by FCA and accepted by KAMAX and subject to the terms and conditions set forth in the Production and Mopar Purchasing General Terms and Conditions (the "Terms").[3] The Terms and the Purchase Orders shall be collectively referred to as the "Agreements."

11. The Agreements are requirements contracts pursuant to which KAMAX agreed to timely provide FCA with the Goods to meet FCA's requirements as set forth in FCA's releases. *See* Terms, § 3.

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[2] Only one of FCA's North American powertrain plants, the Saltillo South Engine Plant, is not affected by KAMAX. In other words, if KAMAX's refusal to deliver the Goods is not remedied, nearly 100% of FCA's North American production will be halted.

[3] True and correct copies of samples of Purchase Orders for each Plant at issue are attached as **Exhibit 2**. A true and correct copy of the Terms is attached as **Exhibit 3**. Each Purchase Order expressly incorporates the Terms by reference. *See id.* KAMAX expressly agreed to the Terms in multiple ways, including by clicking "Accept" in FCA's supplier portal when responding to FCA's Requests for Quotation ("RFQs") that resulted in a final contract for each Program. KAMAX also reconfirms the Terms each time it accepts a Purchase Order. *See* Ex. 2. The Purchase Orders and the Terms are referred to collectively as the "Agreements."

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12. KAMAX is a Tier 1 supplier to FCA under each of the Programs and is FCA's sole supplier of the Goods for the Plants. Typically, KAMAX receives a release or a "broadcast" from FCA approximately 90 days in advance containing FCA's estimated needs, and KAMAX is required to deliver the Goods to the relevant Plant as confirmed by FCA approximately one week before the delivery date. Without the Goods, the Plants cannot operate. Due to prior delays in KAMAX's delivery of the Goods, FCA has low inventory of the Goods. Now that KAMAX has stopped shipping the Goods, two of the Plants have already been forced to shut down, while others have mere days of inventory remaining before they will also be forced to shut down.

13. Recently, KAMAX has become dissatisfied with its profitability under the Agreements and is demanding that FCA agree to pay substantially higher prices than the Agreements require.

14. KAMAX is trying to exploit its crucial role as a vital supplier to FCA by effectively holding the Plants hostage. KAMAX aims to use this leverage to compel FCA to pay inflated prices for the Goods, thereby threatening FCA's capacity to run the Plants for vehicle and product manufacturing.

15. In November 2023, the parties entered an Accommodation Letter Agreement to temporarily modify the parties' payment arrangement.[4] Under the Accommodation Letter Agreement, KAMAX reconfirmed that it would not repudiate its obligations under any Purchase Order or take any action announcing or threatening non-delivery or the stop shipment of the Goods. Nonetheless, KAMAX has not only breached the Agreements, but it is also breaching the promises made just a few months ago in the Accommodation Letter Agreement and is once again attempting to unfairly leverage supply of the Goods over FCA. This amounts to nothing less than commercial

[4] The November 2023 Accommodation Letter Agreement is filed under seal as **Exhibit 4.**

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extortion.

16. Given the uniqueness of the Goods, if the dispute is not timely resolved FCA will be unable to transfer the work to another supplier for at least several months, if at all.[5]

17. Instead of continuing to supply the Goods under the agreed pricing terms, beginning February 20, 2024 KAMAX stopped delivery of the Goods to each of the Plants, impacting all of the Programs and affected products at issue. If automobile manufacturers like FCA are permitted to become vulnerable to such tactics by its suppliers, the automotive industry will not function properly and production will grind to a stop.

18. If KAMAX is not enjoined and ordered to specifically perform under the Agreements for a limited period of time, production at all of the Plants (virtually all of FCA's manufacturing capacity) will continue to halt and FCA, its suppliers, various levels of sub-suppliers, and each of their workers, will suffer irreparable and catastrophic harm, including but not limited to lay-offs or idling of thousands of workers at the Plants and the plants of FCA's other suppliers. This will also negatively impact the economic vitality of the communities in which these workers reside.

19. KAMAX's actions has already caused, and will continue to cause, incalculable damage to FCA's reputation and goodwill in the marketplace, both with its suppliers as well as with the public at large due to FCA's inability to meet customer orders for the vehicles produced by the Programs.

[5] It would likely take at least a year to replace KAMAX with another Tier 1 supplier of the Goods. At least one of the Programs, the DS Program, will likely end this year. Meaning that if KAMAX ceases supply of the Goods, *at least* the DS Program will be forced to shut down permanently, resulting in tens of millions of dollars in losses and irreparable nonmonetary harm to FCA. Thus, cover would not be possible, and FCA will be irreparably harmed if KAMAX is not ordered to continue supply as agreed.

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20. FCA respectfully requests that the Court order KAMAX to temporarily continue what it has been doing for over 10 years: provide FCA with the Goods under the Agreements at the agreed pricing. FCA is seeking preliminary and permanent injunctive relief, specific performance, money damages, a declaratory ruling of the parties' rights under the Agreements, and such other relief as it may be entitled as determined by the Court.

PARTIES, JURISDICTION AND VENUE

21. FCA is a Delaware limited liability company registered to conduct business in Michigan. To the extent that any of the contracts at issue were entered into not directly by FCA but by any of its affiliates, FCA has the right to bring this action to enforce such contracts by assignment and pursuant to Clause 14(d) of the Terms.

22. KAMAX Inc. is a Delaware corporation with its principal place of business in Michigan.

23. On information and belief, KAMAX Mexico S. De R.L. De C.V. is organized under the laws of Mexico with its principal place of business in Mexico and is considered a citizen of Mexico.

24. This Court has subject matter jurisdiction over this matter pursuant to MCL 600.605 because the amount in controversy, exclusive of interest and costs, exceeds $25,000 and this Complaint seeks equitable relief.

25. There is a basis for general and limited personal jurisdiction in Michigan under MCL 600.711 and MCL 600.715 because KAMAX continuous and systematic part of its general business in Michigan.

26. Personal jurisdiction is also proper because KAMAX agreed to jurisdiction in this Court. *See* **Ex. 3**, Terms, § 26(b).

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27. Venue is proper under MCL 600.1621(a) because the parties conduct regular and systematic business in Oakland County and because KAMAX agreed that this Court is an appropriate venue under the Agreement. *See* **Ex. 3**, Terms, § 26(b).

FACTS

28. FCA is a cornerstone of the American automotive sector, and through its predecessor Chrysler, has manufactured vehicles in the United States for over 100 years. Presently, FCA produces and markets automobiles under several brand names, including Chrysler, Dodge, Jeep, Ram, Fiat, Alfa Romeo, and Maserati, alongside various parts and accessories divisions.

29. For the Plants to remain operational, FCA depends on numerous suppliers such as KAMAX to ensure an uninterrupted supply chain of parts. If FCA's supply of vital parts such as the Goods is even temporarily broken, the Plants are forced to shut down, lay off workers, and suspend other suppliers to the Plants (causing their workers to be laid off) and, in the event of a prolonged shutdown, the widespread automobile production community cannot resume until the supplier at fault agrees to perform under its contract. This also causes issues with the unions that bargain for the benefit of the workers and negatively impacts the economic viability of the communities of the automobile workers.

Contracts to Supply the Goods

30. KAMAX has performed under the Agreements and supplied portions of the Goods to FCA for over ten years. The Agreements are requirements contracts pursuant to which KAMAX is obligated to, among other things, timely supply FCA with the Goods to meet its demand as provided by its releases, broadcasts, written requirements, or as otherwise stated in its Purchase Orders. *See* **Ex. 3**, Terms, §§ 1, 3.

31. KAMAX's role as a supplier of the Goods includes over ***140*** different parts, which

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are delivered to the various Plants. *See* **Exhibit 1**.

32. The Agreements are fixed-price requirements contracts and provide that the prices in FCA's Purchase Orders are "firm and are not subject to adjustment for changes in volume, changes in the price of raw materials or labor, changes in currency valuation, or for any other reason," unless FCA specifically states in writing in a Purchase Order that the price would be adjusted. *See* **Ex. 3**, Terms, § 9.

33. The Agreements expressly provide that time is of the essence for KAMAX to deliver the Goods within FCA's lead time set forth in the Purchase Order. *Id.* § 3. The relevant portion of Clause 3 of the Terms provides:

> Time is of the essence. Delivery must be effected within the time specified in the Order, or in accordance with FCA US's releases, broadcasts, and/or written requirements[.]... If Seller fails to make deliveries or perform services at the agreed time, all damages suffered by FCA US as a result of Seller's non-performance, including but not limited to any premium transportation or other costs incurred by FCA US in its efforts to mitigate the impact of Seller's late performance on its manufacturing operations, will be at Seller's expense.

Id.

34. Timely delivery of the Goods is crucial to the Plants' ability to operate. If KAMAX is permitted to stop delivery of the Goods to FCA, some of the Plants will be forced to shut down almost immediately, while others will be forced to shut down within one week.

35. Given the uniqueness of the Goods, they may not easily be sourced from another supplier. Substantial infrastructures must be in place for the Goods to be assembled and delivered within close proximity of the Plants for manufacturing to be feasible.

36. KAMAX is aware of and understands the irreparable harm that is caused to FCA if delivery of the Goods does not meet demand or is interrupted.

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37. KAMAX expressly acknowledged in the Agreements the irreparable harm that FCA would suffer if it failed to deliver parts on a timely basis as provided by the Purchase Orders. Clause 33 of Terms provides:

> [KAMAX] acknowledges that a material breach of its obligation to supply goods in accordance with Clause 3 of [the Terms] … would cause irreparable damage to FCA US, including without limitation potential damage to FCA US'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, in the event of any action ***taken or threatened*** by [KAMAX] hereunder that, if taken, would constitute a material breach of its obligations under Clause 3 … of [the Terms], FCA US and [its] successors and assigns are entitled to injunctive or other equitable relief and/or a decree for specific performance, without the posting of any bond or other security, in addition to any other remedies it may have for damages or otherwise.

Ex. 3, Terms, § 33 (emphasis added).

38. Despite this understanding, KAMAX has taken action and threatened to take action which constitutes material breaches of the Agreements and that has and will continue to irreparably harm FCA.

FCA Accommodates KAMAX's Price Increase Demands and Threats to Stop Shipment of the Goods

39. In recent years, KAMAX has suffered chronic operational issues, causing significant supply interruptions to FCA. Throughout 2022 and 2023, FCA has made substantial accommodations to KAMAX to help ensure continued supply of the Goods.

40. In or around June 2023, KAMAX once again began demanding price increases for the Goods, and if KAMAX's demands were not met, KAMAX threatened to discontinue shipments of the Goods to FCA.

41. Throughout 2023, FCA attempted in good faith to resolve KAMAX's demands to

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ensure the continued shipment of the Goods by offering various additional accommodations.

42. On or about November 6, 2023, the parties entered the Accommodation Letter Agreement, under which KAMAX agreed to, among other things, continue supply of the Goods to FCA without reservation. Ex. 4, Accommodation Letter Agreement. In exchange for various accommodations made by FCA, KAMAX specifically agreed as follows:

> Kamax hereby agrees that it shall not: (i) **repudiate all or any portion of, or any obligation under, an installment of or an entire Order**; (ii) take any action evidencing its intention or threat not to fully and timely perform each and all of its obligations under an installment of or an entire Order (**including announcing or threatening non-delivery or the stop shipment of goods**); or (iii) **fail or omit to take any action required to be performed by Kamax that is necessary for Kamax to fully and timely deliver fully conforming goods or services to meet FCA's requirements or otherwise perform under a release or an Order.**

Id. (emphasis added).

43. Unsatisfied with the accommodations provided by FCA and accepted by KAMAX, KAMAX continued to threaten to stop shipment of the Goods, including demanding further price increases in late November 2023, the same month that it signed the Accommodation Letter Agreement. Now, KAMAX has followed through with its threats and stopped shipment of the Goods to FCA in direct breach of the Agreements and the Accommodation Letter Agreement.

44. On February 20, 2024, KAMAX stopped shipment of the Goods to the Plants, and has indicated that it will not resume shipment.

45. As a result of KAMAX's breach and decision to stop shipment of the Goods to the Plants, FCA has been forced to shut down its Toledo North Assembly Plant and Toledo South Assembly Plant, and FCA's remaining Plants are facing imminent shutdown (if they have not already been forced to shut down at the time of filing).

46. KAMAX's forced shut down of the Toledo North Assembly Plant and Toledo

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South Assembly Plant alone has already caused FCA to suffer millions of dollars of damages, plus irreparable non-monetary harm.

47. If KAMAX is permitted to continue to withhold the Goods, FCA will be forced to shut down production of the remaining Plants, including all affected Programs, causing millions of dollars of losses per hour of downtime, and will also continue to suffer irreparable non-monetary harm.

Irreparable Harm to FCA

48. KAMAX does not have the right to demand that FCA pay price increases for the Goods as a condition to continue fulfilling its firm and clear obligations under the Agreements, and KAMAX's decision to threaten and actually stop shipment of the Goods and shut down production at the Plants is preventing FCA from manufacturing the vehicles for the Programs, causing it, its suppliers, and their respective employees' irreparable harm. The power of one supplier to cause such catastrophic disruption and impact merely by FCA exercising its clear contractual rights is unwarranted and cannot be justified, and FCA will not be able to make up for lost vehicle production if KAMAX does not resume shipping the Goods.

49. Given that the Plants will be (or have already been) forced to stop production, FCA may imminently be forced to lay off workers at the Plants, many of which are members of the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America ("UAW").

50. The Plants also rely on hundreds of suppliers and sub-suppliers for other components that are required for vehicle manufacture and assembly, many of which rely on the Plants' operation to stay in business. If and when the Plants are forced to shut down, even temporarily, it will likely force many of these suppliers to shut down their plants and lay off their

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workers and may ultimately force many of these suppliers out of business. As would be expected, many of the suppliers that make up the large number of Tier 1 suppliers rely on sub-suppliers for the manufacture and assembly of its respective components. All of these sub-suppliers and their employees and their affected stakeholders will also be negatively impacted by KAMAX's wrongful actions.

51. Layoffs and business disruptions caused by even a temporary shutdown of the Plants has caused and will continue to cause immeasurable damage to FCA's reputation and goodwill in the marketplace, as well as hundreds of millions of dollars in losses.

52. A preliminary and permanent injunction, as well as an order requiring specific performance under the Agreements is needed to prevent KAMAX from continuing its shutdown of the Plants and causing irreparable harm to FCA.

53. FCA has been required to engage counsel to enforce its rights under the Agreements and has incurred attorneys' fees and costs because of KAMAX's breach, which are recoverable pursuant to the Terms. **Ex. 3**, Terms, §§ 11(b), 33.

COUNT I

Specific Performance

54. FCA incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

55. The Agreements, including the Purchase Orders and Terms, are valid and binding contracts between FCA and KAMAX.

56. The Accommodation Letter Agreement is a valid and binding contract between FCA and KAMAX.

57. FCA has satisfied all its material contractual obligations to KAMAX.

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58. KAMAX threatened to take action and has actually taken action that constitutes a material breach of Clause 3 of Terms. *See* **Ex. 3**, Terms, §§ 3, 33.

59. In material breach of Clause 3 of the Terms, KAMAX has failed to timely deliver the Goods in the quantities required by FCA as required by the Agreements and for the agreed upon prices under the Agreements. *Id.* § 3.

60. KAMAX's failure to timely deliver fully conforming Goods to meet FCA's requirements also breaches the Accommodation Letter Agreement. *See* **Exhibit 4**.

61. KAMAX's actual and threatened material breach of its obligation to supply parts in accordance with Clause 3 of Terms and the Accommodation Letter Agreement has caused and will continue to cause irreparable damage to FCA, including without limitation, damage to FCA's reputation and goodwill in the marketplace, including its relationships with its suppliers, labor unions, lenders, and prospective future customers. **Ex. 3**, Terms, § 33.

62. The remedies at law and monetary damages for KAMAX's breach and threatened breach do not adequately remedy KAMAX's breach.

63. FCA is entitled to specific performance of KAMAX's contractual obligations under the Agreements to force KAMAX to continue performing until the work may be transitioned to a third-party. *Id.*

64. FCA is also entitled to specific performance because the parts are unique goods. MCL 440.2716.

65. Due to KAMAX's breach, FCA is entitled to recover from KAMAX its actual attorneys' fees and costs under the Agreements. **Ex. 3**, Terms, §§ 11(b).

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COUNT II

Breach of Contract

66. FCA incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

67. The Agreements, including the Purchase Orders and Terms, are a valid and binding contract between FCA and KAMAX.

68. The Accommodation Letter Agreement is a valid and binding contract between FCA and KAMAX.

69. FCA has satisfied all its material contractual obligations to KAMAX.

70. KAMAX agreed that if it failed to make timely deliveries per FCA's Purchase Order requirements, it would be liable for "all damages suffered by FCA US as a result of [KAMAX's] non-performance, including but not limited to any premium transportation or other costs incurred by FCA US in its efforts to mitigate the impact of [KAMAX's] late performance on [FCA US's] manufacturing operations[.]" **Ex. 3**, Terms, § 3.

71. KAMAX has taken action and threatened to take action that constitutes a material breach of Clause 3 of the Terms. *See id.* §§ 3, 33.

72. In material breach of Clause 3 of the Terms, KAMAX has failed to timely deliver the Goods in the quantities required by FCA under the Agreement. *Id.* § 3.

73. KAMAX's failure to timely deliver fully conforming Goods to meet FCA's requirements also breaches the Accommodation Letter Agreement. *See* **Exhibit 4**.

74. KAMAX's anticipatory refusal to perform under the Agreements and supply the Goods to FCA constitutes a breach of the Agreements and Accommodation Letter Agreement.

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75. If KAMAX does not resume supply FCA's requirements under the Agreements, then FCA will be unable to manufacture its automobiles, will face injured reputation and loss of market share, and will be forced to shut down a significant portion of its operations.

76. As a result of KAMAX's breach, FCA has suffered monetary damages in an amount to be determined at trial.

77. Due to KAMAX's breach, FCA is entitled to recover from KAMAX its actual attorneys' fees and costs under the contracts. **Ex. 3**, Terms, §§ 11(b), 33.

COUNT III

Declaratory Judgment

78. FCA incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

79. The Agreements, including the Purchase Orders and Terms, are a valid and binding contract between FCA and KAMAX.

80. The Accommodation Letter Agreement is a valid and binding contract between FCA and KAMAX.

81. FCA has satisfied all its material contractual obligations to KAMAX.

82. There is an actual controversy between FCA and KAMAX within the jurisdiction of this Court under MCR 2.605 to render a declaratory judgment as to the parties' respective rights concerning KAMAX's obligation to continue its performance under the Agreements. A declaratory judgment will serve a useful purpose in clarifying and settling the dispute over the performance obligations under the Agreements.

83. The dispute between the parties as it relates to their rights and obligations under the Agreements include KAMAX's contention that it has no contractual obligation to continue to

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deliver the Goods in the quantities required by FCA.

84. FCA is thus entitled to a declaration that KAMAX has contractual obligations to continue its performance under the Agreements as required to meet the needs of FCA and honor all other obligations imposed on KAMAX by the Agreements for the duration of the Programs.

COUNT IV

Temporary, Preliminary, and Permanent Injunction

85. FCA incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

86. The Agreements, including the Terms, are a valid and binding contract between FCA and KAMAX.

87. The Accommodation Letter Agreement is a valid and binding contract between FCA and KAMAX.

88. FCA has satisfied all its material contractual obligations to KAMAX.

89. There is an actual controversy between FCA and KAMAX within the jurisdiction of this Court to render a declaratory judgment as to the parties' respective rights concerning KAMAX's obligation to continue its performance under the Agreements.

90. KAMAX has taken action and threatened to take action that would constitute a material breach of Clause 3 of the Terms. Terms, §§ 3, 33.

91. In material breach of Clause 3 of the Terms, KAMAX has failed to timely deliver the Goods in the quantities required by FCA under the Agreements. *Id.* § 3.

92. KAMAX's failure to timely deliver fully conforming Goods to meet FCA's requirements also breaches the Accommodation Letter Agreement. *See* **Exhibit 4**.

93. KAMAX's actual and threatened material breach of its obligation to supply parts

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in accordance with Clause 3 of Terms and the Accommodation Letter Agreement has caused and will continue to cause irreparable damage to FCA, including without limitation potential damage to FCA's reputation and goodwill in the marketplace, including its relationships with its suppliers, labor unions, lenders, and prospective future customers. **Ex. 3**, Terms, § 33.

94. Without an injunction, FCA is without an adequate remedy at law. FCA is entitled to specific performance of KAMAX's contractual obligations under the Agreements. *Id.*

95. KAMAX will not be harmed by the entry of an injunction. KAMAX has supplied the Goods for years, and FCA is merely asking that they continue to do so until the work may be transitioned to a third-party.

96. To the extent any such harm is claimed, the benefits to FCA, its employees, its suppliers and sub-suppliers, KAMAX's suppliers and sub-suppliers, the suppliers' and sub-suppliers' workers, and to the public in obtaining a preliminary and permanent injunction outweigh any potential harm which KAMAX would incur.

97. The public interest weighs in favor of enjoining KAMAX from stopping supply of the Goods resulting in the shutdown of the Plants and layoff of workers.

98. FCA is entitled to recover from KAMAX its actual attorneys' fees and costs under the contracts. **Ex. 3**, Terms, §§ 11(b), 33.

WHEREFORE, Plaintiff FCA US LLC respectfully requests that this Court enter judgment in its favor and against Defendants KAMAX Inc. and KAMAX Mexico S. De R.L. De C.V. as follows:

A. Granting specific performance under MCL 440.2716 and/or the common law requiring KAMAX to resume the manufacture and timely delivery of the Goods to the Plants in accordance with the Agreements and Accommodation Letter Agreement and to cooperate with FCA to facilitate the transition of such manufacture and supply to a third-party if necessary;

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B. Entering declaratory judgment under MCR 2.605 and/or the common law decreeing that the Agreements and Accommodation Letter Agreement are valid and binding contracts, which KAMAX is obligated to perform and finding that KAMAX is in breach of its obligations under the Agreements and Accommodation Letter Agreement;

C. Granting temporary, preliminary, and permanent mandatory injunctive relief under MCR 3.310 and/or the common law requiring KAMAX to continue the manufacture and timely delivery of the Goods to the Plants in accordance with the Agreements and Accommodation Letter Agreement and to cooperate with FCA to facilitate the transition of such manufacture and supply to a third-party if necessary;

D. Awarding monetary damages to FCA sufficient to compensate it for economic damages caused by KAMAX's breach of contract, including an award of pre-judgment and post-judgment interest, in an amount to be determined at trial;

E. Awarding FCA its attorneys' fees and costs; and

F. Awarding FCA all such other relief the Court deems just.

Dated: February 27, 2024

Respectfully submitted,

/s/ Stephen W. King
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Counsel for Plaintiff FCA US LLC

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VERIFICATION

I declare under penalty of perjury that I have examined the foregoing Verified Complaint for Specific Performance, Damages, and Injunctive Relief and that to the best of my knowledge and belief, the foregoing factual allegations contained therein are true and correct.

Dated: February 27, 2024

Stephanie Scott
Head of Chassis & Adaptation Purchasing, North America
FCA US LLC

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EXHIBIT 1

Material No	Material Description
06512156AA	SC.SHL/RD.HD-HEADER.PT.6-LOBE.REC
68642852AA	FASTENER-DUPLICATE PART NUMBER FOR SUPPL
06509456AA	SC/HEX.FLG.HD-FULL.BODY.HEADER.PT.PF-SAF
06509462AA	STUD&WA/2.END-CONE.WASH.HEADER.PT.HEX.DR
06511145AA	STUD/2.END-HEADER.PT.HEADER.PT
06503490	STUD/2.END-HEADER.PT.HEADER.PT.SPECIAL
06511111AA	STUD&WA/SPEC-FLAT.WASH.HEX.DRIVE.MAT.PT
06509487AA	SC.SHL/HEX.FLG.HD-PILOT.PT.PF-SAFETY.SHO
06512408AA	SC&WA/HEX.HD-CONE.WASH.KUKA.PT
06512435AA	STUD/2.END-COLLAR.EXT.6.LOBE.HEADER.PT.S
06512450AA	SC&WA/HEX.HD-CONE.WASH.FULL.BODY.PILOT.P
06512505AA	STUD&WA/SPEC-FLAT.WASH.HEX.DRIVE.MAT.PT
06512514AA	STUD&WA/SPEC-CONE.WASH.HEX.DRIVE.MAT.PT.
06512515AA	SC/HEX.FLG.HD-KUKA.PT.SPECIAL
06512546AA	SC/6LOBE.EXT.HD-CONE.WASH.EXT.6.LOBE.MAT
06512400AA	STUD&WA/2.END-CONE.WASH.HEX.DRIVE.MAT.PT
06512641AA	SC/PAN.HD-MAT.PT.6-LOBE.REC
06512593AA	SC.SHL/HEX.FLG.HD-HEX.DRIVE.MAT.PT.SHOUL
06512718AA	SC/CAP.HD.LK-HEADER.PT.LOCK.PATCH.INTRL.
06104185AA	SC/HEX.FLG.HD-FULL.BODY.HEADER.PT
06512741AA	SC/HEX.FLG.HD-HEADER.PT.INTRL.HEX
06512808AA	SC/HEX.FLG.HD-FULL.BODY.HEX.DRIVE.MAT.PT
06512787AA	STUD/2.END-HEX.DRIVE.LOCK.PATCH.PILOT.PT
06512788AA	SC/HEX.FLG.HD.LK-FULL.BODY.LOCK.PATCH.PI
06512871AA	SC&WA/HEX.HD-CONE.WASH.HEADER.PT.HEX.DRI
06512671AA	HEADER.PT.LOCK.PATCH.SPECIAL.6-LOBE.REC
06512896AA	SC&WA/PAN.HD-FLAT.WASH.MAT.PT.6-LOBE.REC
06513035AA	STUD/2.END.SAME.THD -EXT.6.LOBE.PILOT.PT
06512897AA	SC&WA/HEX.HD-CONE.FLAT.WASH.LOCK.PATCH.R
06513251AA	SC/HEX.FLG.HD-FULL.BODY.HEADER.PT
06513205AA	STUD/2.END-HEADER.PT.HEADER.PT.SLF.PIERC
06512925AA	SC&WA/HEX.FLG.HD-CONE.WASH.FULL.BODY.HEX
06513329AA	SC/6LOBE.EXT.HD.LK -EXT.6.LOBE.LOCK.PAT
06513100AA	STUD/2.END-HEADER.PT.HEX.DRIVE.NO.FIN.SP
06513308AA	SC&WA/HEX.FLG.HD-FLAT.WASH.MAT.PT
06513292AA	SC&WA/HEX.HD-KUKA.PT.LOCK.PATCH.MAT.PT.R
06512349AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06513469AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06513453AA	STUD/2.END.SPEC-HEADER.PT.LOCK.FEAT.SPEC
06513136AA	SC&WA/HEX.HD-CONE.WASH.KUKA.PT
06512104AA	SC/PAN.HD-HEADER.PT.6-LOBE.REC
06512030AA	SC/OV.HD-MAT.PT.6-LOBE.REC
06512297AA	SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.MAT
06513571AA	STUD&WA/SPEC-FLAT.WASH.HEX.DRIVE.LOCK.PA
06513485AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY
06513533AA	STUD/2.END-HEADER.PT.HEADER.PT

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06513518AA	SC/HEX.FLG.HD.LK-LOCK.PATCH.MAT.PT.6-LOB
06513554AA	STUD&WA/2.END-CONE.WASH.HEADER.PT.MAT.PT
06102621AA	SC/HEX.FLG.HD-FULL.BODY.HEADER.PT
06102622AA	SC/PAN.HD-HEADER.PT.6-LOBE.REC
06513499AA	SC/HEX.FLG.HD-FULL.BODY.MAT.PT
06513534AA	SC/PAN.HD-HEADER.PT.6-LOBE.REC
06513552AA	SC/HEX.FLG.HD-MAT.PT.SPECIAL.6-LOBE.REC
06513555AA	SC/HEX.FLG.HD-MAT.PT
06513532AA	SC&WA/HEX.HD-FLAT.WASH.MAT.PT.6-LOBE.REC
06511825AA	SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.KUK
06513589AA	SC&WA/HEX.FLG.HD-FLAT.WASH.MAT.PT.6-LOBE
06513528AA	SC&WA/HEX.FLG.HD.LK-CONE.WASH.HEADER.PT.
06509443AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY
06104454AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06101962	CONE.WASH.HEADER.PT SC&WA/HEX.HD
06508544AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT.SPECIAL.PF
06508183AA	SC&WA/TRUSS.HD-FLAT.WASH.MAT.PT.SPECIAL.
06104422AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06504548	SC/PAN.HD.LK-NO.FIN.PILOT.PT.SPECIAL.6-L
06104424AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06513627AA	SC&WA/CAP.HD-CONE.WASH.SPECIAL.6-LOBE.RE
06513626AA	SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.MAT
06508760AA	SC&WA/HEX.HD.LK-CONE.WASH.MAT.PT.PF-SAFE
06036748AA	STUD/2.END-HEADER.PT.LOCK.FEAT.PILOT.PT
06104301AA	SC/HEX.FLG.HD-FULL.BODY.HEADER.PT
06510526AA	SC&WA/HEX.HD.LK-CONE.WASH.LOCK.PATCH.MAT
06105051AA	SC/HEX.FLG.HD-MAT.PT.REDUCD.BDY
06511168AA	SC/HEX.FLG.HD.LK-FULL.BODY.LOCK.PATCH.PI
68305239AA	SCREW-DUPLICATE PART NUMBER FOR SUPPLY T
06511777AA	SC/HEX.HD.LK-LOCK.FEAT.MAT.PT.SPECIAL.PF
06512111AA	SC&WA/HEX.HD-FLAT.WASH.HEX.DRIVE.KUKA.PT
06107364AA	SC&WA/HEX.HD-FLAT.WASH.HEADER.PT
06510940AA	SC/HEX.HD-PILOT.PT.REDUCD.BDY
06511169AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY
06511800AA	SC&WA/HEX.FLG.HD-CONE.WASH.MAT.PT
06511599AA	SC/6LOBE.EXT.HD.LK-CONE.WASH.FLAT.WASH
06508200AA	STUD/2.END.SPEC-HEADER.PT.HEADER.PT.PF-S
06508819AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY
06509054AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT.PF-SAFETY
06508424AA	STUD/2.END-HEADER.PT.HEADER.PT.SPECIAL.P
06512377AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY
06104462AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06102414AA	SC/HEX.FLG.HD-HEADER.PT.REDUCD.BDY.PF-SA
06510798AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY
06511079AA	STUD&WA/2.END-CONE.WASH.LOCK.FEAT.MAT.PT
06503465	SC/HEX.HD.LK-HEADER.PT.LOCK.FEAT
06511845AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY

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06511832AA	SC/CAP.HD-EXT.6.LOBE.HEADER.PT.SPECIAL
06104088AA	SC/6LOBE.EXT.HD-FULL.BODY.HEADER.PT
06511576AA	STUD&WA/SPEC-FLAT.WASH.HEX.DRIVE.LOCK.PA
06508203AA	STUD/COLLAR-HEADER.PT.LOCK.PATCH.MAT.PT.
06508830AA	STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY
05057112AA	SCREW-STEERING COLUMN PIVOT TILT
06505668AA	STUD/2.END.SAME.THD-EXT.6.LOBE.HEADER.PT
06508267AA	SC&WA/HEX.HD-CONE.WASH.KUKA.PT.MAT.PT.PF
06512938AA	SC&WA/HEX.FLG.HD-CONE.WASH.FLAT.WASH.PNT
06508711AA	STUD&WA/2.END-CONE.WASH.HEADER.PT.PILOT.
06104302AA	SC/HEX.FLG.HD-FULL.BODY.HEADER.PT
06104102AA	SC/6LOBE.EXT.HD-FULL.BODY.HEADER.PT
06509055AA	SC&WA/HEX.HD-FLAT.WASH.MAT.PT.PF-SAFETY.
06511896AA	SC&WA/HEX.FLG.HD-FLAT.WASH.PILOT.PT.SPEC
06104308AA	SC/HEX.FLG.HD-FULL.BODY.HEADER.PT
06104426AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06508414AA	SC/HEX.FLG.HD-HEADER.PT.SPECIAL.PF-SAFET
06104428AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06509494AA	SC/SPEC.HD-HEX.DRIVE.MAT.PT.PIA.SPECIAL
06032878	STUD/2.END.SAME.THD-HEADER.PT.PNT.CUTTER
06508087AA	SC.SHL/TRUSS.HD-HEADER.PT.PF-SAFETY.SHOU
06511821AA	SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.MAT
06511919AA	SC&WA/HEX.FLG.HD-CONE.WASH.KUKA.PT
06513221AA	STUD/2.END-HEADER.PT.HEX.DRIVE.SPECIAL
06513678AA	SC&WA/HEX.HD-CONE.WASH.MAT.PT
06513777AA	SC&WA/HEX.FLG.HD-CONE.WASH.HEADER.PT
06513778AA	STUD/2.END.SAME.THD-CONE.WASH.HEADER.PT.
06513707AA	SC/HEX.FLG.HD-FULL.BODY.KUKA.PT
06513708AA	SC/HEX.FLG.HD-FULL.BODY.KUKA.PT
06513799AA	SC&WA/HEX.FLG.HD-FULL.BODY.FLAT.WASH.KUK
06511219AA	STUD/2.END-HEX.DRIVE.LOCK.PATCH.PILOT.PT
06509863AA	STUD/2.END-HEX.DRIVE.LOCK.PATCH.PILOT.PT
68366551AA	SC&WA/PAN.HD-FLAT.WASH.MAT.PT.6-LOBE.REC
06512393AA	SC&WA/HEX.HD-CONE.WASH.PNT.CUTTER.PILOT.
06512276AA	SC/FL.HD-SPECIAL.6-LOBE.REC
06512266AA	STUD/2.END.SAME.THD-HEADER.PT.HEADER.PT.
06512353AA	SC/PAN.HD-MAT.PT.6-LOBE.REC
06512446AA	SC/6LOBE.EXT.HD-EXT.6.LOBE.FULL.BODY
06508154AA	STUD/2.END.SAME.THD-HEADER.PT.HEADER.PT.
06513933AA	SC&WA/HEX.HD-CONE.WASH.FULL.BODY.LOCK.PA
06513832AA	SC/6LOBE.EXT.HD-EXT.6.LOBE.HEADER.PT.RED
06513780AA	BOLT&RETAINER-FLAT.WASH.HEADER.PT.HEX.DR
06513829AA	SC&WA/HEX.FLG.HD.LK -CONE.WASH.HEADER.PT
06513884AA	SC&WA/HEX.FLG.HD.LK -CONE.WASH.HEADER.PT
06513978AA	SC&WA/HEX.FLG.HD-CONE.WASH.HEADER.PT
06513970AA	SC/CAP.HD-HEADER.PT.SPECIAL.6-LOBE.REC
06514091AA	SC/HEX.FLG.HD-KUKA.PT.PF-SAFETY

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06514068AA	SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE
06102400AA	SC&WA/HEX.HD-CONE.WASH.HEADER.PT.PF-SAFE
68648138AA	SC/HEX.FLG.HD-DUPLICATE PART NUMBER FOR

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EXHIBIT 2

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 06/28/2023

Contract: 11439538 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 02/01/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 06/28/2023
Line Item 00010 Version REVISE 05057112AA CANCEL
Line Item 00020 , Version REVISE Add new line 05057112AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
20	05057112AA SCREW-STEERING COLUMN PIVOT TILT Tracking no: 9991351262	1.000	TS	130.53/1/ USD	01/01/2023	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-16	Raw-6	Fab-3		Previous PO-
Tooling Capacity	70400	Daily-70400	Weekly- 00005	Previouspart#
Work Pattern	002/	8.00		Ship To:
Packaging	092			Packaging:
Packaging Price	6.79			

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
02/01/2021: Material 05057112AA, New contract 11439538 replaces contract 10134537 per UoM project requested by Sean Farrell.

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the orders, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://sup.extra.chrysler.com/ps/psglc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly provided, in all cases, the supplier of the aftermarket part has the prior written consent of the production part supplier.

Form 4638 Rev. 11-2018

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 06/28/2023

Contract: 11439538 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 02/01/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 06/28/2023
Line Item 00010 Version REVISE 05057112AA CANCEL
Line Item 00020 , Version REVISE Add new line 05057112AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
20	05057112AA SCREW-STEERING COLUMN PIVOT TILT Tracking no: 9991351262	1.000	TS	130.53/1/ USD	01/01/2023	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-16	Raw-6	Fab-3		Previous PO-
Tooling Capacity	70400	Daily-70400	Weekly- 00005	Previouspart#
Work Pattern	002/	8.00		Ship To:
Packaging	092			Packaging:
Packaging Price	6.79			

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
02/01/2021: Material 05057112AA, New contract 11439538 replaces contract 10134537 per UoM project requested by Sean Farrell.

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced on this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding this order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgta7. By accepting the order, the Seller acknowledges having actual knowledge of the text of the relevance instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11379668 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	06/18/2020 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00180 Version REVISE 06102622AA CANCEL
Line Item 00190 , Version REVISE Add new line 06102622AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
190	06102622AA SC/PAN.HD-HEADER.PT.6-LOBE.REC Tracking no: 1001124371	1.000	EA	56.51/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 15.0 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.34 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2			Previous PO-
Tooling Capacity	75000	Daily-75000	Weekly-375000		Previouspart#
Work Pattern	003/	8.00	00005		Ship To:
Packaging			CHRYSLER	UNIT	Packaging:Returnable
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 099, 399, 728, 471A, 098A, 699, 156, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 06/07/2021 Contract # 0011379668 for part #06102622AA created on

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotations (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly. Orders will only ship the supplier's "current" part number for the same assembly as the production part.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11379668 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	06/18/2020 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

06/18/2020 for REQ# 1000011837 supplier committed price reduction of 3% effective on 01/01/2025 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 06/07/2021 Contract # 0011379668 for part #06102622AA created on 06/18/2020 for REQ# 1000011837 supplier committed price reduction of 3% effective on 01/01/2024 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 06/07/2021 Contract # 0011379668 for part #06102622AA created on 06/18/2020 for REQ# 1000011837 supplier committed price reduction of 3% effective on 01/01/2023 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur

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FCA
FIAT CHRYSLER AUTOMOBILES

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11379668 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 06/18/2020 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00180 Version REVISE 06102622AA CANCEL
Line Item 00190 , Version REVISE Add new line 06102622AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
190	06102622AA SC/PAN.HD-HEADER.PT.6-LOBE.REC Tracking no: 1001124371	1.000	EA	56.51/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 15.0 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.34 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2			Previous PO-
Tooling Capacity	75000	Daily-75000	Weekly-375000		Previouspart#
Work Pattern	003/	8.00	00005		Ship To:
Packaging			CHRYSLER	UNIT	Packaging:Returnable
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 099, 399, 728, 471A, 098A, 699, 156, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 06/07/2021 Contract # 0011379668 for part #06102622AA created on

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psglc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's terms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly or (c) kits containing components of the production assembly. Visual, in all cases, the supplier of the aftermarket parts must be the same supplier as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11379668 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	06/18/2020 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

06/18/2020 for REQ# 1000011837 supplier committed price reduction of 3% effective on 01/01/2025 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 06/07/2021 Contract # 0011379668 for part #06102622AA created on 06/18/2020 for REQ# 1000011837 supplier committed price reduction of 3% effective on 01/01/2024 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 06/07/2021 Contract # 0011379668 for part #06102622AA created on 06/18/2020 for REQ# 1000011837 supplier committed price reduction of 3% effective on 01/01/2023 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11438180 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/21/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06104088AA CANCEL
Line Item 00170 , Version REVISE Add new line 06104088AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
170	06104088AA SC/6LOBE.EXT.HD-FULL.BODY.HEADER.PT Tracking no: 1000249026	1.000	EA	7.01/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 2.6 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.06 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-56	Raw-6	Fab-2		Previous PO-
Tooling Capacity	115200	Daily-115200	Weekly-576000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging				Packaging:Returnable
Packaging Price				

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 01/21/2021: Material 06104088AA, New contract 11438180 replaces

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the terms and conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotations (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material, however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly provided, in all cases, for purposes of the aftermarket and not for use in any production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11438180 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	01/21/2021 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

contract 10240509 per UoM project requested by Sean Farrell

FCA App 145

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11438180 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/21/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06104088AA CANCEL
Line Item 00170 , Version REVISE Add new line 06104088AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
170	06104088AA SC/6LOBE.EXT.HD-FULL.BODY.HEADER.PT Tracking no: 1000249026	1.000	EA	7.01/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 2.6 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.06 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-56	Raw-6	Fab-2		Previous PO-
Tooling Capacity	115200	Daily-115200	Weekly-576000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging				Packaging:Returnable
Packaging Price				

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 01/21/2021: Material 06104088AA, New contract 11438180 replaces

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgfc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly [illegible] the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11438180 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	01/21/2021 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

contract 10240509 per UoM project requested by Sean Farrell

FCA App 147

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11430846 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/12/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06104301AA CANCEL
Line Item 00170 , Version REVISE Add new line 06104301AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
170	06104301AA SC/HEX.FLG.HD-FULL.BODY.HEADER.PT Tracking no: 9991377732	1.000	EA	1,247.20/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 543.7 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -12.18 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-70	Raw-6	Fab-2			Previous PO-
Tooling Capacity	22176	Daily-22176	Weekly-110880		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 02/04/2021 - Adding clauses to new contract 11430846 that were found

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID Text are currently published on https://fca.extra.chrysler.com/ps/psglc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, whether under a production / supply contract or otherwise, that consist of the same parts supplied as part of the production assembly, or the current service assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11430846 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/12/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

on previous contract 10002591 per UoM project requested by Sean Farrell. 1/12/2021: Material 06104301AA, New contract 11430846 replaces contract 10002591 per UoM project requested by Sean Farrell CLAUSE 284 Added on 02/04/2021

FCA App 149

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11430846 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/12/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06104301AA CANCEL
Line Item 00170 , Version REVISE Add new line 06104301AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
170	06104301AA SC/HEX.FLG.HD-FULL.BODY.HEADER.PT Tracking no: 9991377732	1.000	EA	1,247.20/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 543.7 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -12.18 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-70	Raw-6	Fab-2			Previous PO-
Tooling Capacity	22176	Daily-22176	Weekly-110880		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 02/04/2021 - Adding clauses to new contract 11430846 that were found

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard text as referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text IDs text are currently published on https://sso.extranet.chrysler.com/ups/asgte/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any and all additional or different terms, whether contained in Seller's forms, otherwise presented by Seller and rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. Orders issued pursuant to purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller via paper or email format. Orders relating to Requests for Quotations (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in the contract bonding then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are revised after production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "revised" after production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise; (b) serviceable components of the production assembly; or (c) kits containing components of the production assembly reviewed or all uses, for supplier. Unless otherwise stated, Seller to deliver goods for the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11430846 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/12/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

on previous contract 10002591 per UoM project requested by Sean Farrell. 1/12/2021: Material 06104301AA, New contract 11430846 replaces contract 10002591 per UoM project requested by Sean Farrell CLAUSE 284 Added on 02/04/2021

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11441164 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	02/04/2021 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
220	06104428AA SC&WA/HEX.HD-CONE.WASH.MAT.PT Tracking no: 9991576451	1.000	TS	139.76/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : CRHRUS Material Type Description : CRU HOT ROLL STEEL/MW-USD Weight (Including Dross) : 18.3 LB Original Base : 0.4287 Old Base : 0.4307 New Base : 0.3837 Delta : -0.047 PO Change : -0.86 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-20	Raw-6	Fab-2			Previous PO-
Tooling Capacity	96000	Daily-96000	Weekly-		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/26/2023 This Order reflects prior communications on pricing 02/04/2021: Material 06104428AA, New contract 11441164 replaces contract 10122614 per UoM project requested by Sean Farrell.

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/gs/gsglc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the referenced instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production line / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered associated with a production / supply contract, the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly as well as other parts for sale at the aftermarket level that are the same version as the production assembly.

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11441164 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 02/04/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
220	06104428AA SC&WA/HEX.HD-CONE.WASH.MAT.PT Tracking no: 9991576451	1.000	TS	139.76/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : CRHRUS Material Type Description : CRU HOT ROLL STEEL/MW-USD Weight (Including Dross) : 18.3 LB Original Base : 0.4287 Old Base : 0.4307 New Base : 0.3837 Delta : -0.047 PO Change : -0.86 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-20	Raw-6	Fab-2			Previous PO-
Tooling Capacity	96000	Daily-96000	Weekly-		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/26/2023 This Order reflects prior communications on pricing 02/04/2021: Material 06104428AA, New contract 11441164 replaces contract 10122614 per UoM project requested by Sean Farrell.

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's terms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material, however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly provided in all cases the supplier of the aftermarket part must be the same supplier as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11429430 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	01/12/2021 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		

Vendor Address	Delivery Details	Invoice Information
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00200 Version REVISE 06508760AA CANCEL
Line Item 00210 , Version REVISE Add new line 06508760AA
Line Item 00210 Version REVISE 06508760AA CANCEL
Line Item 00220 , Version REVISE Add new line 06508760AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
220	06508760AA SC&WA/HEX.HD.LK-CONE.WASH.MAT.PT.PF-SAFE Tracking no: 9991592732	1.000	TS	239.55/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : CRHRUS Material Type Description : CRU HOT ROLL STEEL/MW-USD Weight (Including Dross) : 39.1 LB Original Base .
0.4287 Old Base : 0.4307 New Base : 0.3837 Delta : -0.047 PO Change : -1.84 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-70	Raw-6	Fab-2			Previous PO-
Tooling Capacity	76800	Daily-76800	Weekly-384000		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 05.01.2022, the terms of this form and any signed documents referenced in this order, is/a" which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/pgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly.

Exhibit 54

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11429430 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	01/12/2021 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:

6/26/2023 This Order reflects prior communications on pricing 1/12/2021: Material 06508760AA. New contract 11429430 replaces contract 10061598 per UoM project requested by Sean Farrell

FCA App 155

RECEIVED by MSC 8/19/2025 2:03:57 PM

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11429430 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/12/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00200 Version REVISE 06508760AA CANCEL
Line Item 00210 , Version REVISE Add new line 06508760AA
Line Item 00210 Version REVISE 06508760AA CANCEL
Line Item 00220 , Version REVISE Add new line 06508760AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
220	06508760AA SC&WA/HEX.HD.LK-CONE.WASH.MAT.PT.PF-SAFE Tracking no: 9991592732	1.000	TS	239.55/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : CRHRUS Material Type Description : CRU HOT ROLL STEEL/MW-USD Weight (Including Dross) : 39.1 LB Original Base . 0.4287 Old Base : 0.4307 New Base : 0.3837 Delta : -0.047 PO Change : -1.84 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-70	Raw-6	Fab-2			Previous PO-
Tooling Capacity	76800	Daily-76800	Weekly-384000		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed document referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.exiba.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (#RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, as applicable. "Production" means the manufacturing of parts for vehicle assembly.

Exhibit 15

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11429430 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	01/12/2021 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:

6/26/2023 This Order reflects prior communications on pricing 1/12/2021: Material 06508760AA, New contract 11429430 replaces contract 10061598 per UoM project requested by Sean Farrell

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11436042 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/19/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06510798AA CANCEL
Line Item 00170 , Version REVISE Add new line 06510798AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
170	06510798AA STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY Tracking no: 9991536438	1.000	EA	60.98/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 9.04 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.2 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-63	Raw-6	Fab-2			Previous PO-
Tooling Capacity	43200	Daily-43200	Weekly-		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 01/19/2021: Material 06510798AA, New contract 11436042 replaces

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/pt/psglc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's terms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in that contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. All aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, in all cases, the majority of the aftermarket parts must be the same as the production assembly. Agreed:

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11436042 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	01/19/2021 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

contract 10081144 per UoM project requested by Sean Farrell

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11436042 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/19/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06510798AA CANCEL
Line Item 00170 , Version REVISE Add new line 06510798AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
170	06510798AA STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY Tracking no: 9991536438	1.000	EA	60.98/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 9.04 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.2 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-63	Raw-6	Fab-2			Previous PO-
Tooling Capacity	43200	Daily-43200	Weekly-		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 01/19/2021: Material 06510798AA, New contract 11436042 replaces

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://pss.extra.chrysler.com/ps/psglc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's form or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, or (d) in all cases, the supplier of the aftermarket part must be the same supplier as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11436042 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	01/19/2021 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

contract 10081144 per UoM project requested by Sean Farrell

FCA App 161

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11434887 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 02/01/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00190 Version REVISE 06511169AA CANCEL
Line Item 00200 , Version REVISE Add new line 06511169AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
200	06511169AA STUD/2,END.FULL.BDY-EXT.6.LOBE.FULL.BODY Tracking no: 1000245787	1.000	EA	69.58/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 3.0 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.07 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-56	Raw-6	Fab-2			Previous PO-
Tooling Capacity	76800	Daily-76800	Weekly-384000		Previouspart #
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 02/01/2021: Material 06511169AA, New contract 11434887 replaces

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of PO's form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reliance instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing, then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11434887 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	02/01/2021 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

contract 10543521 per UoM project requested by Sean Farrell.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11434887 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 02/01/2021 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00190 Version REVISE 06511169AA CANCEL
Line Item 00200 , Version REVISE Add new line 06511169AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
200	06511169AA STUD/2.END.FULL.BDY-EXT.6.LOBE.FULL.BODY Tracking no: 1000245787	1.000	EA	69.58/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 3.0 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.07 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-56	Raw-6	Fab-2			Previous PO-
Tooling Capacity	76800	Daily-76800	Weekly-384000		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198		UNIT	Packaging:

Packaging Price

This contract is available for Mopar use
Standard Text ID: 294, 728, 099, 399, 471A, 098A, 699, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 02/01/2021: Material 06511169AA, New contract 11434887 replaces

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance with the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/esgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the referenced instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly. "Original" means the lowest [illegible] part number for the same vehicle as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11434887 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	02/01/2021 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

contract 10543521 per UoM project requested by Sean Farrell.

FCA App 165

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11363148 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 04/28/2020 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
150	06512297AA SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.MAT Tracking no: 1000664633	1.000	EA	40.66/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 16.71 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.37 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2			Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198	NONE	UNIT	Packaging:
Packaging Price				1.00	

This contract is available for Mopar use
Standard Text ID: 294, 099, 728, 399, 471A, 098A, 699, 284
Header Text:

01/26/2024-UPDATED MPAB SUPPLIER PAYMENT TERMS FROM XLZA TO XLZG. PER BUYER ILVI PESHKU, EBUCK 2024-0119-12, ODA-PTCR20230921.6761FA
01/27/2020 Updated Module Code to 16398 A. Updated Partner Functions: MN to 16398 A, RL to 16398 A GS to 16398 A. Plant 9103, per MPAB report on contract 00113631 48 for PN 06512297AA. 6/26/2023 This Order reflects prior communications on pricing 10/29/2020 Payment Terms changed to XLZA, per UoM project requested by Sean Farrell 04/28/2020: Material 06512297AA, New contract 11363148 replaces contract 10888543 per UoM project requested by Sean Farrell

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in said contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, in all cases, like-supplier, of the aftermarket part must be the same supplier as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11363148 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	04/28/2020 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		

Vendor Address	Delivery Details	Invoice Information
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
150	06512297AA SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.MAT Tracking no: 1000664633	1.000	EA	40.66/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 16.71 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.37 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2			Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging	092	198	NONE	UNIT	Packaging:
Packaging Price				1.00	

This contract is available for Mopar use
Standard Text ID: 294, 099, 728, 399, 471A, 098A, 699, 284
Header Text:
01/26/2024-UPDATED MPAB SUPPLIER PAYMENT TERMS FROM XLZA TO XLZG. PER BUYER ILVI PESHKU, EBUCK 2024-0119-12, ODA-PTCR20230921.6761FA
01/27/2020 Updated Module Code to 16398 A. Updated Partner Functions: MN to 16398 A, RL to 16398 A GS to 16398 A. Plant 9103, per MPAB report on contract 0011363148 for PN 06512297AA, 6/26/2023 This Order reflects prior communications on pricing 10/29/2020
Payment Terms changed to XLZA, per UoM project requested by Sean Farrell 04/28/2020: Material 06512297AA, New contract 11363148 replaces contract 10888543 per UoM project requested by Sean Farrell

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.ariba.com/gsp/gsp/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of this order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, provided that in all cases the part(s) or kit(s) must be the same supplier as the original part/assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 06/28/2023

Contract: 10955572 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	12/09/2016 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 TROY MI 48098-4599 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 06/28/2023
Line Item 00040 Version REVISE 06512515AA CANCEL
Line Item 00050 , Version REVISE Add new line 06512515AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
50	06512515AA SC/HEX.FLG.HD-KUKA.PT.SPECIAL Tracking no: 1000719510	1.000	EA	0.18/1/ USD	01/01/2023	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2			Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000		Previouspart#
Work Pattern	002/	8.00	00005		Ship To:
Packaging			NONE	UNIT	Packaging:Returnable
Packaging Price					

This contract is available for Mopar use
Standard Text ID: 294, 399, 471A, 098A, 699, 156, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://app.extra.chrysler.com/ps/pgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production [illegible]

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 06/28/2023

Contract: 10955572 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 12/09/2016 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 TROY MI 48098-4599 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 06/28/2023
Line Item 00040 Version REVISE 06512515AA CANCEL
Line Item 00050 , Version REVISE Add new line 06512515AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
50	06512515AA SC/HEX.FLG.HD-KUKA.PT.SPECIAL Tracking no: 1000719510	1.000	EA	0.18/1/ USD	01/01/2023	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging			NONE UNIT	Packaging:Returnable
Packaging Price				

This contract is available for Mopar use
Standard Text ID: 294, 399, 471A, 098A, 699, 156, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/pub/gsp/c/. By accepting the order, the Seller acknowledges having actual knowledge of the text at the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract issuance then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production [illegible]

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11057730 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	10/02/2017 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00110 Version REVISE 06512741AA CANCEL
Line Item 00120 , Version REVISE Add new line 06512741AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
120	06512741AA SC/HEX.FLG.HD-HEADER.PT.INTRL.HEX Tracking no: 1000813736	1.000	EA	72.59/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 32.0 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.72 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging		198	NONE	Packaging:Returnable
Packaging Price		5.00		

Standard Text ID: 294, 399, 471A, 098A, 699, 156, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 4/29/2020 This Order reflects prior communications on pricing

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/as/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly. www.daa.fiatchrysler.com/wps/portal/fcaportal/terms-conditions/us/sales-purchase/en/Generalbuy

FCA-AUD-1070

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11270137 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 07/15/2019 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 TROY MI 48098-4599 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00310 Version REVISE 06512925AA CANCEL
Line Item 00320 , Version REVISE Add new line 06512925AA
Line Item 00320 Version REVISE 06512925AA CANCEL
Line Item 00330 , Version REVISE Add new line 06512925AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
330	06512925AA SC&WA/HEX.FLG.HD-CONE.WASH.FULL.BODY.HEX Tracking no: 1000987856	1.000	EA	1,546.32/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : CRHRUS Material Type Description : CRU HOT ROLL STEEL/MW-USD Weight (Including Dross) : 142.3 LB Original Base : 0.4287 Old Base : 0.4307 New Base : 0.3837 Delta : -0.047 PO Change : -6.69 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging		198	CHRYSLER	Packaging:Returnable
Packaging Price		5.00		

This contract is available for Mopar use

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgfc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly. [illegible]

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11270137 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	07/15/2019 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 TROY MI 48098-4599 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Standard Text ID: 294, 399, 471A, 098A, 699, 156, 284
Header Text:

6/26/2023 This Order reflects prior communications on pricing 07/05/2021 Contract # 0011270137 for part #06512925AA created on 07/15/2019 for REQ# 1000004908 supplier committed price reduction of 3% effective on 01/01/2024 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 07/05/2021 Contract # 0011270137 for part #06512925AA created on 07/15/2019 for REQ# 1000004908 supplier committed price reduction of 3% effective on 01/01/2023 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 07/05/2021 Contract # 0011270137 for part #06512925AA created on 07/15/2019 for REQ# 1000004908 supplier committed price reduction of 3% effective on 01/01/2022 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 7/26/2019 Contract# 11270137 for part# 06512925AA created on 07/15/2019 for RFQ # 1000004908 supplier committed price reduction of 3 % effective on 01/01/2024 per buyer James Scott (O4J). 7/26/2019 Contract# 11270137 for part# 06512925AA created on 07/15/2019 for RFQ # 1000004908 supplier committed price reduction of 3 % effective on 01/01/2023 per buyer James Scott (O4J). 7/26/2019 Contract# 11270137 for part# 06512925AA created on 07/15/2019 for RFQ # 1000004908 supplier committed price reduction of 3 % effective on 01/01/2022 per buyer James Scott (O4J).

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11270137 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 07/15/2019 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 TROY MI 48098-4599 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00310 Version REVISE 06512925AA CANCEL
Line Item 00320 , Version REVISE Add new line 06512925AA
Line Item 00320 Version REVISE 06512925AA CANCEL
Line Item 00330 , Version REVISE Add new line 06512925AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
330	06512925AA SC&WA/HEX.FLG.HD-CONE.WASH.FULL.BODY.HEX Tracking no: 1000987856	1.000	EA	1,546.32/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : CRHRUS Material Type Description : CRU HOT ROLL STEEL/MW-USD Weight (Including Dross) : 142.3 LB Original Base .
0.4287 Old Base : 0.4307 New Base : 0.3837 Delta : -0.047 PO Change : -6.69 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging		198	CHRYSLER	Packaging:Returnable
Packaging Price		5.00		

This contract is available for Mopar use

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly provided, in all cases, the supplier of the aftermarket part or of the same supplier as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11270137 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	07/15/2019 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 TROY MI 48098-4599 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Standard Text ID: 294, 399, 471A, 098A, 699, 156, 284
Header Text:

6/26/2023 This Order reflects prior communications on pricing 07/05/2021 Contract # 0011270137 for part #06512925AA created on 07/15/2019 for REQ# 1000004908 supplier committed price reduction of 3% effective on 01/01/2024 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 07/05/2021 Contract # 0011270137 for part #06512925AA created on 07/15/2019 for REQ# 1000004908 supplier committed price reduction of 3% effective on 01/01/2023 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 07/05/2021 Contract # 0011270137 for part #06512925AA created on 07/15/2019 for REQ# 1000004908 supplier committed price reduction of 3% effective on 01/01/2022 per Buyer Fabian Turmalaj (O2G) Processed by: Katarzyna Kocur 7/26/2019 Contract# 11270137 for part# 06512925AA created on 07/15/2019 for RFQ # 1000004908 supplier committed price reduction of 3 % effective on 01/01/2024 per buyer James Scott (O4J). 7/26/2019 Contract# 11270137 for part# 06512925AA created on 07/15/2019 for RFQ # 1000004908 supplier committed price reduction of 3 % effective on 01/01/2023 per buyer James Scott (O4J). 7/26/2019 Contract# 11270137 for part# 06512925AA created on 07/15/2019 for RFQ # 1000004908 supplier committed price reduction of 3 % effective on 01/01/2022 per buyer James Scott (O4J).

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11428347 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 12/16/2020 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00130 Version REVISE 06513626AA CANCEL
Line Item 00140 , Version REVISE Add new line 06513626AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
140	06513626AA SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.MAT Tracking no: 1001160871	1.000	EA	693.56/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 0.28 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.01 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	60000	Daily-60000	Weekly-300000	Previouspart#
Work Pattern	003/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

This contract is available for Mopar use
Standard Text ID: 294, 099, 399, 728, 471A, 098A, 699, 156, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 4/11/2023: Updated Module Code to 10291. Updated Partner Functions: MN

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://ps.extra.chrysler.com/ps/sugtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the product on assembly, or (c) kits containing components of the production assembly, in each case, the supply of which is governed by the same supplier at the same supplier price." For purposes of

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11428347 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	12/16/2020 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		Delivery Details	Invoice Information
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

to 10291, RL to 10291 GS to 10291. Plant 9126, per MPAB report on contract 0011428347 for PN 06513626AA.

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11428347 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 12/16/2020 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00130 Version REVISE 06513626AA CANCEL
Line Item 00140 , Version REVISE Add new line 06513626AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
140	06513626AA SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE.MAT Tracking no: 1001160871	1.000	EA	693.56/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 0.28 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.01 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	60000	Daily-60000	Weekly-300000	Previouspart#
Work Pattern	003/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

This contract is available for Mopar use
Standard Text ID: 294, 099, 399, 728, 471A, 098A, 699, 156, 284
Header Text:
6/28/2023 This Order reflects prior communications on pricing 4/11/2023: Updated Module Code to 10291. Updated Partner Functions: MN

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, and, in all cases, the supplier of the aftermarket part must be the same supplier as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11428347 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	12/16/2020 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

to 10291, RL to 10291 GS to 10291. Plant 9126, per MPAB report on contract 0011428347 for PN 06513626AA.

FCA App 178

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11533984 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	05/19/2022 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06513708AA CANCEL
Line Item 00170 , Version REVISE Add new line 06513708AA
Line Item 00170 Version REVISE 06513708AA CANCEL
Line Item 00180 , Version REVISE Add new line 06513708AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
180	06513708AA SC/HEX.FLG.HD-FULL.BODY.KUKA.PT Tracking no: 1001286768	1.000	EA	1,415.58/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S001US Material Type Description : SCRAP STEEL/AMM CHIC-#1 BUSHEL-USD Weight (Including Dross) : 850.0 LB Original Base : 0.1404 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -19.04 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

This contract is available for Mopar use

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://sp.extra.chrysler.com/ps/pgtsf. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotations (RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11533984 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	05/19/2022 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Standard Text ID: 294, 099, 728, 399, 471A, 098A, 699, 156, 284
Header Text:

6/28/2023 This Order reflects prior communications on pricing 05/19/2022 Contractual price reduction of 3.00 % effective 01/01/2027 added from accepted RFQ # 1000024884 05/19/2022 Contractual price reduction of 3.00 % effective 01/01/2026 added from accepted RFQ # 1000024884 05/19/2022 Contractual price reduction of 3.00 % effective 01/01/2025 added from accepted RFQ # 1000024884

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11533984 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 05/19/2022 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 01/02/2024
Line Item 00160 Version REVISE 06513708AA CANCEL
Line Item 00170 , Version REVISE Add new line 06513708AA
Line Item 00170 Version REVISE 06513708AA CANCEL
Line Item 00180 , Version REVISE Add new line 06513708AA

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
180	06513708AA SC/HEX.FLG.HD-FULL.BODY.KUKA.PT Tracking no: 1001286768	1.000	EA	1,415.58/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S001US Material Type Description : SCRAP STEEL/AMM CHIC-#1 BUSHEL-USD Weight (Including Dross) : 850.0 LB Original Base : 0.1404 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -19.04 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	50000	Daily-50000	Weekly-250000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

This contract is available for Mopar use

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms whether contained in Seller's terms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a proper or email format. Orders relating to Requests for Quotation (#RFQs') issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered #associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, provided, in all cases, the supplier of the aftermarket part must be the same supplier as the production assembly.

FCA Appx 181

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 01/02/2024

Contract: 11533984 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	05/19/2022 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Standard Text ID: 294, 099, 728, 399, 471A, 098A, 699, 156, 284
Header Text:

6/28/2023 This Order reflects prior communications on pricing 05/19/2022 Contractual price reduction of 3.00 % effective 01/01/2027 added from accepted RFQ # 1000024884 05/19/2022 Contractual price reduction of 3.00 % effective 01/01/2026 added from accepted RFQ # 1000024884 05/19/2022 Contractual price reduction of 3.00 % effective 01/01/2025 added from accepted RFQ # 1000024884

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11651198 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/29/2024 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
ALL STATE FASTENER CORPORATION E 12 Mile Rd Roseville MI 48066 US Vendor Code: 12678	Incoterms: FCA Delivery Address: Mfg Location: 12678 Roseville MI 48066 US Ship From: 12678 Roseville MI 48066 US Rel Location: 12678 A EAST POINTE MI 48021-0356 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 02/02/2024
THE FOLLOWING PARTS ADDED FROM RFQ# 1000036324

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
10	06513832AA SC/6LOBE.EXT.HD-EXT.6.LOBE.HEADER.PT.RED Tracking no: 1001305738	1.000	EA	0.28/1/ USD	01/01/1900	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-55	Raw-6	Fab-2		Previous PO-
Tooling Capacity	56500	Daily-56500	Weekly-282500	Previouspart#
Work Pattern	001/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

Standard Text ID: 450, 099, 471A, 098A, 699, 399, 294, 728, 156

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsa.extra.chrysler.com/as/asgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotations ["RFQs"] issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly.

EXHIBIT 183

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11651198 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 01/29/2024 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
ALL STATE FASTENER CORPORATION E 12 Mile Rd Roseville MI 48066 US Vendor Code: 12678	Incoterms: FCA Delivery Address: Mfg Location: 12678 Roseville MI 48066 US Ship From: 12678 Roseville MI 48066 US Rel Location: 12678 A EAST POINTE MI 48021-0356 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Reason for Change as of 02/02/2024
THE FOLLOWING PARTS ADDED FROM RFQ# 1000036324

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
10	06513832AA SC/6LOBE.EXT.HD-EXT.6.LOBE.HEADER.PT.RED Tracking no: 1001305738	1.000	EA	0.28/1/ USD	01/01/1900	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-55	Raw-6	Fab-2		Previous PO-
Tooling Capacity	56500	Daily-56500	Weekly-282500	Previouspart#
Work Pattern	001/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

Standard Text ID: 450, 099, 471A, 098A, 699, 399, 294, 728, 156

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the terms and Conditions contained in the order. Standard Text ID's referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gss.extra.chrysler.com/gs/gsglef. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ["RFQs"] issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part numbers as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, in all (a), (b), and (c) the purchase of the aftermarket part must be at the time of or after the production assembly.

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11546896 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 07/15/2022 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
60	06513933AA SC&WA/HEX.HD-CONE.WASH.FULL.BODY.LOCK.PA Tracking no: 1001308248	1.000	EA	65.14/100/ USD	01/01/2023	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	25000	Daily-25000	Weekly-125000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging		198	NONE	Packaging:Returnable
Packaging Price		0.05		

This contract is available for Mopar use
Standard Text ID: 294, 399, 471A, 699, 098A, 156
Header Text:
01/25/2024-UPDATED MPAB SUPPLIER PAYMENT TERMS FROM XLZE TO XLZG. PER BUYER ILVI PESHKU, EBUCK 2024-0119-12, ODA-PTCR20230921.6761FA
7/19/22: Updated module code 58145 for plant 2459. MN 58145, RL 58145, GS 58145 per Michelle Desempelaere request on P/N 06513933AA contract 11546896 - On Missing Cost report, updated per MPAB report. 4/29/2020 This Order reflects prior communications on pricing
3/12/19: Modular payment terms updated from XLBA - Net 25th Prox to XLZE - Net 40 Date: 5/2/17 Contract - Add/Update Module Pay As Built (MPAB) Vendor Code From: Blank To: 58145 Mobis,, FCA Plant Code: 2459 Toledo Supplier Park
==========

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, that which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.exha.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly, provided, in all cases, the supplier of the aftermarket part must be the same supplier as the production assembly.

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FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11546896 Version

Document Details		Buyer: L5X	Requester
Original Document Date:	07/15/2022 through life of the program	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Document Type:	OA1		
Document Currency:	USD		
Expiration Date:	12/31/9999		
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLZA NET 45 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
60	06513933AA SC&WA/HEX.HD-CONE.WASH.FULL.BODY.LOCK.PA Tracking no: 1001308248	1.000	EA	65.14/100/ USD	01/01/2023	12/31/9999

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	25000	Daily-25000	Weekly-125000	Previouspart#
Work Pattern	002/	8.00	00005	Ship To:
Packaging		198	NONE	Packaging:Returnable
Packaging Price		0.05		

This contract is available for Mopar use
Standard Text ID: 294, 399, 471A, 699, 098A, 156
Header Text:

01/25/2024-UPDATED MPAB SUPPLIER PAYMENT TERMS FROM XLZE TO XLZG. PER BUYER ILVI PESHKU, EBUCK 2024-0119-12, ODA-PTCR20230921.6761FA
7/19/22: Updated module code 58145 for plant 2459. MN 58145, RL 58145, GS 58145 per Michelle Desempelaere request on P/N 06513933AA
contract 11546896 - On Missing Cost report, updated per MPAB report. 4/29/2020 This Order reflects prior communications on pricing
3/12/19: Modular payment terms updated from XLBA - Net 25th Prox to XLZE - Net 40 Date: 5/2/17 Contract - Add/Update Module Pay As Built (MPAB) Vendor Code From: Blank To: 58145 Mobis,, FCA Plant Code: 2459 Toledo Supplier Park
==========

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order. Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtcf. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation (#RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11606034 Version

Document Details		Buyer: L5X	Requester
Original Document Date: Document Type: Document Currency: Expiration Date:	05/25/2023 through life of the program OA1 USD 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address		**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648		Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
140	06514068AA SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE Tracking no: 30502X01	1.000	EA	2,800.00/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 0.28 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.01 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	60000	Daily-60000	Weekly-300000	Previouspart#
Work Pattern	003/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

This contract is available for Mopar use
Standard Text ID: 294, 099, 399, 728, 471A, 098A, 699, 156, 284
Header Text:
01/25/2024-UPDATED MPAB SUPPLIER PAYMENT TERMS FROM XLZA TO XLZG. PER BUYER ILVI PESHKU, EBUCK 2024-0119-12, ODA-PTCR20230921.6761FA
4/11/2023: Updated Module Code to 10291. Updated Partner Functions: MN to 10291, RL to 10291 GS to 10291. Plant 9126, per MPAB report on contract 0011428347 for PN 06513626AA.

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, this form of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://tpp.extra.chrysler.com/tpp/pgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's form or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered associated with a production / supply contract, the aftermarket part must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly. The words "the" and "this" shall be read to include the words "a" and "an" as appropriate.

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FCA

FCA US LLC 1000 Chrysler Drive Auburn Hills MI 48326 US

Last Transmission Date: 02/02/2024

Contract: 11606034 Version

Document Details	Buyer: L5X	Requester
Original Document Date: 05/25/2023 through life of the program Document Type: OA1 Document Currency: USD Expiration Date: 12/31/9999	Ilvi Peshku Phone #:734 392 4174 ilvi.peshku@stellantis.com	
Vendor Address	**Delivery Details**	**Invoice Information**
KAMAX INC 500 W Long Lake Rd TROY MI 48098-4599 US Vendor Code: 30648	Incoterms: FCA Delivery Address: Mfg Location: 30648 B LAPEER MI 48446-8366 US Ship From: 30648 B LAPEER MI 48446-8366 US Rel Location: 30648 TROY MI 48098-4599 US	Payment Terms: XLSA NET 60 DAYS Invoice Instructions: All invoices must be submitted electronically. For CAP related inquiries, please call(844) 289-1227. CAP Phone Number: (844)-289-1227

Item	Material	Quantity	UOM	Unit Price / Per / Currency	Pricing Start Date	Pricing End Date
140	06514068AA SC&WA/HEX.FLG.HD-CONE.WASH.HEX.DRIVE Tracking no: 30502X01	1.000	EA	2,800.00/1/ USD	01/01/2024	12/31/9999

Item text:
Material Type : S801US Material Type Description : SCRAP STEEL/AMM CHIC-#1 DEALER-USD Weight (Including Dross) : 0.28 LB Original Base : 0.1017 Old Base : 0.2054 New Base : 0.183 Delta : -0.0224 PO Change : -0.01 Effective Date : 01/01/2024

This order is for approximately 65% - 100% of our requirements.

Lead Time-40	Raw-6	Fab-2		Previous PO-
Tooling Capacity	60000	Daily-60000	Weekly-300000	Previouspart#
Work Pattern	003/	8.00	00005	Ship To:
Packaging			CHRYSLER	Packaging:Returnable
Packaging Price				

This contract is available for Mopar use
Standard Text ID: 294, 099, 399, 728, 471A, 098A, 699, 156, 284
Header Text:
01/25/2024-UPDATED MPAB SUPPLIER PAYMENT TERMS FROM XLZA TO XLZG. PER BUYER ILVI PESHKU, EBUCK 2024-0119-12, ODA-PTCR20230921.6761FA
4/11/2023: Updated Module Code to 10291. Updated Partner Functions: MN to 10291, RL to 10291 GS to 10291. Plant 9126, per MPAB report on contract 0011428347 for PN 06513626AA.

Seller agrees to sell and deliver the goods and services specified in FCA's order in accordance to the Terms and Conditions contained in the order, Standard Text IDs referenced in the order, the Global General Terms and Conditions - Direct Material - 01.01.2022, the terms of this form and any signed documents referenced in this order, all of which constitute the entire and final agreement between FCA and Seller and cancel and supersede any prior or contemporaneous negotiations or agreements regarding the order. The Global General Terms and Conditions - Direct Material - 01.01.2022 and Standard Text ID text are currently published on https://gsp.extra.chrysler.com/ps/psgtc/. By accepting the order, the Seller acknowledges having actual knowledge of the text of the reference instructions and the General Terms and Conditions. FCA's order expressly limits acceptance to the terms of the order and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller are rejected unless expressly agreed to by FCA. Seller specifically waives its signed acceptance of the order. "Order" means a purchase order transmitted to Seller via FCA Electronic Data Interchange system or delivered to Seller in a paper or email format. Orders relating to Requests for Quotation ("RFQs") issued prior to January 1, 2022 may include reference to the Global General Terms and Conditions - Direct Material; however, FCA acknowledges and agrees that if FCA Production and Mopar Purchasing General Terms and Conditions were incorporated in the RFQ that resulted in final contract sourcing then such FCA Production and Mopar Purchasing General Terms and Conditions will continue to govern the Order. Aftermarket parts that are associated with a production / supply contract will be governed by the terms and conditions applicable to such production / supply contract. In order for aftermarket parts to be considered "associated with a production / supply contract", the aftermarket parts must be either: (a) parts with the same part number as the production assembly, whether under a production / supply contract or otherwise, (b) serviceable components of the production assembly, or (c) kits containing components of the production assembly provided, in all cases, the supplier and the aftermarket part must be the same supplier as the production assembly.

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EXHIBIT 3

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THIS DOCUMENT IS THE REGIONAL GENERAL TERMS AND CONDITIONS EXHIBIT FOR NORTH AMERICA AS REFERENCED ON THE CLICK-THROUGH AGREEMENT ON THE SUPPLIER PORTAL AND IS EXHIBIT A FOR NORTH AMERICA AS REFERENCED IN THE STELLANTIS GLOBAL GENERAL TERMS AND CONDITIONS – DIRECT MATERIAL ("GLOBAL GTCS"). TO THE EXTENT THIS EXHIBIT A CONFLICTS OR IS INCONSISTENT WITH THE GLOBAL GTCS, THIS EXHIBIT A SHALL CONTROL.

PRODUCTION AND MOPAR PURCHASING
GENERAL TERMS AND CONDITIONS

Introduction. Seller and FCA US LLC (the "Parties") acknowledge the following mutually beneficial goals and objectives in entering into this Order: (i) to ensure a reliable and timely supply of goods covered by the Order; (ii) to implement common or complementary processes to forecast necessary quantities, place orders, ship, receive and make payments for goods; (iii) to identify, contain and resolve promptly and fairly any issues as to timeliness and quality of goods delivered; and (iv) collaboratively to identify opportunities and implement cost savings measures related to the goods covered by the Order and the processes of creating, shipping, receiving, and Seller's using of those goods, all in accordance with applicable law and the specific terms and conditions of the Order. This statement of these shared goals and objectives is intended to be a general introduction to the Order and is not intended to expand or limit the scope of the Parties' obligations or alter the plain meaning of this Order's terms and conditions as set forth hereinafter. However, to the extent the terms and conditions of this Order are unclear or ambiguous, such terms and conditions are to be construed so as to be consistent with the goals and objectives set forth herein.

1. **AGREEMENT.** Seller agrees to sell and deliver the goods or services specified in FCA US's Order in ACCORDANCE WITH THESE GENERAL TERMS AND CONDITIONS CONTAINED IN THE ORDER, INCLUDING THE SUPPLEMENTAL CLAUSES REFERENCED IN THE ORDER, AND ANY DOCUMENTS SPECIFICALLY INCORPORATED IN THE ORDER, all of which constitute the entire and final agreement of the Parties and cancels and supersedes any prior or contemporaneous negotiation, agreements, or information provided to Seller as background in any Request for Proposal. The supplemental clauses referenced herein are as published on the date of the Order or on the date of any amendment to the Order, in each case as published on FCA US's supplier portal (the "FCA US Supplier Portal"). Seller must have an active login to access the FCA US Supplier Portal.

   By accepting the Order, Seller acknowledges having actual knowledge of the text of the referenced clauses and documents. FCA US'S ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THE ORDER AND ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER'S FORMS OR OTHERWISE PRESENTED BY SELLER AT ANY TIME, ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY FCA US BY INCORPORATION IN THE ORDER. "Order" as used in these General Terms and Conditions means a purchase order transmitted electronically to Seller by FCA US or delivered to Seller in a paper format. The Order may only be modified by FCA US's issuance of an amended Order to Seller.

2. **ACCEPTANCE.** This Order constitutes FCA US's offer to Seller and is not binding on FCA US until accepted by Seller. Seller accepts this Order:

   a. if Seller acknowledges in writing (including any electronic communication) its acceptance of the Order,

   b. if Seller performs any work or renders any services related to goods to be specially manufactured for FCA US pursuant to the Order after Seller's receipt of the Order; or

   c. if Seller delivers any of the goods or provides any of the services. SELLER SPECIFICALLY WAIVES ANY REQUIREMENT FOR SIGNED ACCEPTANCE OF THE ORDER, AND SELLER AND FCA US EACH WAIVE ANY DEFENSE TO THE VALIDITY AND ENFORCEABILITY OF THE ORDER ARISING FROM THE ELECTRONIC SUBMISSION OF THE ORDER TO SELLER AND SELLER'S ACCEPTANCE OF THE ORDER IN ACCORDANCE WITH THIS CLAUSE 2.

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3. **DELIVERY.** Time is of the essence. Delivery must be effected within the time specified in the Order, or in accordance with FCA US's releases, broadcasts, and/or written requirements; provided, however, in the event FCA US's releases, broadcasts, or written requirements request a delivery outside of Seller's stated lead time (as set forth in the Order), FCA US and Seller will agree on a delivery time as proximate to FCA US's original request as is commercially reasonable. If Seller fails to make deliveries or perform services at the agreed time, all damages suffered by FCA US as a result of Seller's non-performance, including but not limited to any premium transportation or other costs incurred by FCA US in its efforts to mitigate the impact of Seller's late performance on its manufacturing operations, will be at Seller's expense. Seller will make commercially reasonable preparations for the delivery of goods and/or the performance of services in accordance with FCA US's timing needs, including, as applicable, compliance with FCA US's IT specifications found on the FCA US Supplier Portal, and will make reasonable progress toward completing any required engineering and design activities. The term "broadcast," as used herein, means an electronic communication which indicates the parts requirements for the FCA US assembly plants. For Pay as Built (PAB) or sequencers, the broadcast is the P/N sequence. For Modular Pay as Built (MPAB), the broadcast is the collection of part numbers required to be built into the assembly as well as the sequence.

4. **PACKING, MARKING AND SHIPMENT.**

   a. Seller will pack and mark goods and make shipments (including shipping on Saturdays and holidays, when requested) in accordance with FCA US's instructions, comply with all carrier requirements and assure delivery free of damage and deterioration. All shipments of goods to FCA US's facilities must include two packing slips, or four packing slips in the case of shipments directed to a FCA US consolidation point. Whenever shipment is made by truck, Seller will enclose one of the packing slips (or packing slip sets in the case of multiple item shipments) in an envelope and Seller will record written instructions on the bill of lading directing the delivering driver to deliver the envelope to FCA US's traffic representative upon arrival at FCA US's facility. Seller is responsible for the goods until delivery at the designated delivery point in the Order.

   b. FCA US may specify the carrier and/or method of transportation and Seller will process shipping documents and route shipments of the goods from the delivery point accordingly. Seller will comply with all of FCA US's transportation routing instructions, including, but not limited to, mode of transportation, utilization of assigned carrier and identification of the shipping point. Seller will be responsible for all excess costs incurred because of its failure to comply with FCA US's transportation instructions or delivery requirements/schedules.

5. **VOLUME PROJECTIONS, CAPACITY, REQUIREMENTS, AND RELEASE AUTHORIZATION.**

   a. FCA US may provide Seller with estimates, forecasts, or projections of its anticipated future quantity requirements for goods. Each of these expressions of anticipated future requirements for goods is provided for informational purposes only, and is not intended to be, and is not, a commitment by FCA US to buy those future requirements.

   b. (i) Seller must have a tooling and production plan in place that will enable Seller to supply FCA US's peak daily, weekly and annual requirements for the goods, including service parts, and Seller's capacity as stated in the Order will be based on such tooling and production plan. The Order may cover goods that are manufactured by Seller using the same manufacturing process and tooling that Seller uses to manufacture other goods not covered by the Order ("Common Process Group goods"). If the Order covers a Common Process Group good, Seller's total capacity for all goods within the same Common Process Group, including the goods covered by the Order, will be stated in the FCA US Capacity Database or its successor database. In the event

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FCA US's peak requirements exceed Seller's capacity stated in the Order, FCA US and Seller will, upon request of either FCA US or Seller, meet promptly consistent with FCA US's capacity management policies (including its volume variance system and capacity database) to discuss what, if any, additional capital investments, together with expenses directly related to such increased demands, are reasonably required by Seller to continue to meet such peak requirements, after which Seller may submit a claim for a price adjustment or new tooling purchase order as a result of the need for additional capital investments in writing within five (5) days following such meeting. FCA US will have the right to verify all claims regarding the need for additional capital investment and the sole discretion to determine whether to accept such charges or to source peak requirements beyond Seller's capacity stated in the Order elsewhere. No changes in the Order or these General Terms and Conditions, other than those changes in price or tooling requests directly tied to the need for additional capital investments agreed to between Seller and FCA US pursuant to this Clause 5, will be made. (ii) Seller must submit accurate information into the FCA US capacity management systems and databases in accordance with FCA US's instructions and manuals provided to Seller from time to time. Such information may include, without limitation, current and potential tool capacity, work pattern, overtime, and parts capabilities regarding Common Process Group goods and must consider not only Seller's capacity limits but any constraints faced by Seller's suppliers, it being understood that Seller is responsible for monitoring its suppliers' capacity constraints and limitations, regardless of whether such supplier is a directed supplier. FCA US may withhold payment for Tooling (as defined in Clause 10 of these General Terms and Conditions) used to manufacture the goods covered by the Order until Seller submits all required information into the FCA US capacity management systems and databases. FCA US is entitled to rely on information Seller submits into such systems and databases in planning FCA US's production schedule.

c. When deliveries are specified to be in accordance with FCA US's written releases, Seller will not fabricate or assemble any goods, nor procure required materials, nor ship any supplies, except to the extent authorized by such written releases or provisions of this Order specifying minimum fabrication or delivery requirements.

6. **INSPECTION AND REJECTIONS; QUALITY**. FCA US may, in its sole discretion, inspect, evaluate, and test all goods (including all Tooling, fixtures, all equipment, and all material used directly or indirectly in manufacture of the goods), and all services at times and places designated by FCA US. Seller will provide and maintain a Quality Management System that complies with ISO/TS 16949, the "FCA US Group LLC Customer Specification Requirements for use with ISO/TS 16949," the "Process Planning & Audit" manual and any document specified in the "Quality Management System" application on the FCA US Supplier Portal or any successor website. Seller will promptly comply with any revisions to ISO/TS 16949, the "FCA US Group LLC Customer Specific Requirements for use with ISO/TS 16949," the "Process Planning & Audit" manual, and any document specified in the "FCA US Quality Management System" application and "Supplier Quality Manuals and Forms" reference on the FCA US Supplier Portal or any of its successors. Seller will perform inspections as designated by FCA US and Seller will make inspection systems, procedures and records available to FCA US upon request. Seller must be, and remain throughout the Term, registered with the FCA US electronic FCA US Quality Management System ("CQMS") and any other electronic Advanced Quality Planning (AQP) system designated by FCA US. Notwithstanding payment or any prior inspection of goods, FCA US may revoke acceptance, reject or require correction and return the goods to Seller (at Seller's expense and risk of loss) regarding any goods delivered or services rendered that do not conform to applicable requirements. The Order is issued for the goods specifically identified in the Order and any substitution of material, without FCA US's prior written approval, will be a breach of the Order. Without limiting its remedies, after providing notice to Seller, FCA US may (a) replace or correct any non-conforming goods or services and charge or debit Seller the cost of such replacement or correction, (b) cancel the Order for default under Clause 21 hereof, (c) commence arbitration or other legal action to recover damages suffered by FCA US in

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accordance with Clause 26 hereof, and/or (d) cause the removal of Seller as an approved FCA US supplier.

Seller will comply with all Third-Party Containment and Problem Resolution ("3CPR") program policies and project requirements for the 3CPR Web Based System, as updated from time to time, and documented on the FCA US Supplier Portal.

Within 24 hours of initiation by FCA US of a 3CPR project on suspect materials of Seller, Seller will hire the 3CPR Provider identified by FCA US for the purpose of undertaking the required 3CPR project at each affected facility. Seller is required to provide a fully funded minimum $5,000 (USD or CAD) for projects in the U.S. or Canada and $2,000 USD for projects in Mexico hard copy purchase order within twenty-four (24) hours of the creation of the 3CPR project. Seller will bear the costs of the 3CPR project. However, if Seller disputes the charges, FCA US will initially bear the costs of the 3CPR project and will, in its reasonable discretion, examine the extent to which 3CPR costs should be borne by FCA US and Seller, respectively, based on an allocation of responsibility.

7. **LABOR DISPUTES.** Seller will notify FCA US immediately of any actual or potential labor dispute affecting Seller or its suppliers which delays or threatens to delay timely performance of the Order, and will include all relevant information to FCA US. Seller will notify FCA US in writing three (3) months in advance of the expiration of any current labor contract of Seller. Seller will ensure that union representation is disclosed and updated in the supplier profile maintained by suppliers through the FCA US Supplier Portal or its successor system. Seller will notify FCA US of any change in union related status, such as contract ratification or extension, within twenty-four (24) hours of occurrence (or such other time as may be commercially practicable). Seller must submit a written contingency plan to FCA US Purchasing two (2) weeks prior to such contract expiration detailing how Seller plans to continue production in the event of a labor dispute. Any additional costs incurred from this plan will be at Seller's expense. The supply of goods described in this Clause 7 will be subject to FCA US's audit rights under Clause 29 of these General Terms and Conditions. Suppliers will be liable for any costs associated with part shortages or downtime (CLS or CLD) at an FCA US Assembly or Manufacturing plant due to a labor dispute.

8. **GENERAL WARRANTY.**

   a. Seller warrants that the goods or services will

      i. comply with all performance standards and product characteristics, including without limitation specifications, drawings, descriptions or samples, furnished and/or specified by FCA US,

      ii. be merchantable, and

      iii. be free from defects in material and workmanship. Seller further warrants that to the extent that Seller designs any goods, or FCA US relies on Seller's expertise in any aspect of the design of the goods communicated by Seller to FCA US, those goods will be fit and sufficient for the purposes intended. The warranty term will be coterminous with the warranty extended to FCA US's customers by FCA US on the date of the Order, or any other date agreed upon by FCA US and Seller in the Order (except to the extent, prior to the commencement of initial volume production in connection with the applicable Request for Proposal, that FCA US and Seller agree that the goods must meet quality or durability requirements for a longer term, in which case the warranty term will be such longer term).

   b. Seller's liability for FCA US's expense of reimbursing warranty claims made by FCA US's dealers

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due to Seller's breach of Clause 8(a) hereof or any warranties implied by law or otherwise made by Seller shall be determined in accordance with the Supplier Associated Warranty Reduction Program Policies and Procedures or any successor program or policies as published on the FCA US Supplier Portal (as referenced in Clause 1 hereof) on the date of the Order or on the date of any amendment to the Order.

c. Seller further warrants that FCA US will receive good title upon delivery of goods, services, Tooling, fixtures, or equipment under this Order, free and clear of all liens and encumbrances and that all goods, services, Tooling, fixtures, or equipment will be free from any actual or claimed patent, copyright or trademark infringement.

d. These warranties are in addition to any warranties implied by law or otherwise made by Seller and will survive acceptance and payment by FCA US.

9. **PRICES**. The prices stated in this Order are firm and are not subject to adjustment for changes in volume, changes in the price of raw materials or labor, changes in currency valuation, or for any other reason, unless

a. a clause specifically incorporated in the Order (with FCA US's written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that clause, or

b. a document specifically incorporated in the Order (with FCA US's written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that document.

10. **PROPERTY AND TOOLING.**

a. Property and Tooling.

i. Tangible property of every description including without limitation all tools, equipment, material, drawings, manufacturing aides, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds and documentation, including engineering specifications, PPAP books, and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto that is necessary for the manufacture of component and service parts for FCA US ("Tooling") for which (i) FCA US issues a purchase order, or (ii) FCA US does not issue a purchase order, but which is used exclusively by Seller in connection with its manufacture of component and service parts for FCA US ("FCA US Tooling") is owned by, is property of, and is being held by Seller as a bailee at will for FCA US, except for Unpaid Tooling (as defined below). Upon payment in full of the applicable price for any item of Unpaid Tooling such item will thereafter be included in the definition of FCA US Tooling under the Order.

With respect to each item of FCA US Tooling, Seller grants to FCA US, at the time of payment for such FCA US Tooling, in addition to any other license granted to FCA US under this Order: a non-exclusive, world-wide, paid-up, irrevocable and perpetual license under any (i) intellectual property of Seller that is incorporated into or used to make or design the goods under the Order, and (ii) knowledge and know how concerning the use of such FCA US Tooling, in each case as necessary and sufficient to enable FCA US to make, have, offer for sale, import, export, or modify such goods or any vehicles that FCA US manufactures using such goods, and (ii) to ensure that FCA US can

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make full beneficial use of the rights provided herein, Seller will provide the following: Tooling, dies, and molds for such goods, including without limitation, any computer aided design data for such Tooling, and in each as applicable, the specifications, bills of material, supplier information for any purchased components used in such Tooling, and manufacturing process information regarding such Tooling. In the case of Unpaid Tooling which is the subject of a purchase order, the applicable price under this Clause 10 will be the amount set forth in the applicable order less any payments already made by FCA US in respect of such Tooling and any amounts required to satisfy liens with respect to such Tooling. In all other cases, the applicable price under this Clause 10 will be the greater of net book value (defined as book value less depreciation applied to such Tooling by Seller using a consistently applied GAAP method) and orderly liquidation value, less any amounts required to satisfy liens with respect to such Tooling. FCA US reserves the right, in determining the applicable price for any payment under this Clause 10, to deduct appropriate amounts for incomplete or nonconforming Tooling. Seller acknowledges and agrees that FCA US is a third party beneficiary of any agreement between Seller and a party other than FCA US for the production of FCA US Tooling or Unpaid Tooling, and that FCA US will have ownership of, and access to, FCA US Tooling and/or Unpaid Tooling (if subject to an ownership dispute) held by any such party. Seller will comply with FCA US's instructions concerning bailed property and will keep Unpaid Tooling and FCA US Tooling (whether or not completed) in its possession and/or control, tagged and safely stored apart from Seller's property, in good condition, fully covered by insurance, free of liens and encumbrances (other than statutory liens) and will replace or repair any such Tooling when lost, damaged or destroyed. Seller will not re-locate any Unpaid Tooling or FCA US Tooling without FCA US's consent. Without limiting any of FCA US's rights and remedies under this Clause 10 (including, specifically, FCA US's ownership of FCA US Tooling), Seller also grants FCA US a purchase money security interest in and to all FCA US Tooling, and Seller, upon request from FCA US, agrees to reasonably cooperate in any act necessary to perfect or otherwise establish the priority of such interest, including, without limitation, identifying the date on which Seller takes possession of the FCA US Tooling and the filing of applicable financing statements.

ii. For purposes of the Order, the term "Unpaid Tooling" means any FCA US Tooling for which FCA US has not fully paid the applicable price (as calculated above) for such Tooling to either Seller or any of its predecessors-in-interest as defined above.

iii. Neither Seller, nor any other person or entity other than FCA US has any right, title or interest in the FCA US Tooling other than Seller's obligation, subject to FCA US's respective unfettered discretion, to use FCA US Tooling in the manufacture of FCA US's component and service parts.

iv. In the event of a dispute between Seller and FCA US over the applicable price for Unpaid Tooling, the applicable price will be assumed to be the amount proffered by FCA US and FCA US will have the right to immediate possession and use of the Tooling pending resolution of the dispute (and Seller may not withhold delivery of possession of the Unpaid Tooling to FCA US pending such resolution), but will remain subject to any claim or right to payment of Seller for the disputed amounts (despite Seller's relinquishment of possession).

v. Seller will submit all required information regarding FCA US Tooling through the FCA US "Tooling Process" system or its successor system, and will comply with all other requirements, policies, and procedures of FCA US regarding FCA US Tooling, including without limitation, use of the FCA US "Tool Record Form" or its successor.

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vi. Seller will adhere to the FCA US procedure in effect at the time for submitting requests for reimbursement for FCA US Tooling costs, including but not limited to the use of the FCA US "Tool Record Form" or its successor. All requests for reimbursement for tooling costs are subject to review, approval and audit by FCA US.

vii. All FCA US Tooling will be transferred as FCA US may direct at any time. If Seller makes any unauthorized transfer or re-location of FCA US Tooling, Seller will reimburse FCA US for any costs incurred by FCA US in returning the FCA US Tooling to FCA US or moving the FCA US Tooling as directed by FCA US. If FCA US determines in good faith that Seller has made any use of FCA US Tooling inconsistent with this Order or with FCA US's interest in such FCA US Tooling, then Seller acknowledges and agrees that (A) FCA US will have a lien on any proceeds obtained by Seller as a result of such inconsistent use, (B) FCA US will be entitled to have a constructive trust imposed on such proceeds, and Seller will disgorge such proceeds upon receipt of written notice from FCA US, and (C) the damages incurred by FCA US, including lost profits, as a result of such inconsistent use will be a claim owed to FCA US under Clause 14 hereof, and will entitle FCA US to the rights and remedies set forth in such Clause 14, including, without limitation, deduction, set-off, and recoupment. Seller will maintain internal control policies sufficient to prevent any such inconsistent use of FCA US Tooling or Unpaid Tooling by Seller or any of Seller's employees.

b. Bailed Property.

i. Property of every description, including but not limited to FCA US Tooling, and any sub-components, raw materials, and racks provided to Seller by FCA US in connection with Seller's performance of this Order (the "Bailed Property") is, and will at all times remain, the sole and exclusive property of, and is being held by Seller as a bailee at will for FCA US.

ii. Seller will take possession of the Bailed Property and keep such Bailed Property in its possession or control free from any loss or damage and safely stored apart from Seller's property marked to identify all Bailed Property in such location as the property of FCA US in a manner satisfactory to FCA US.

iii. Seller acknowledges that title to all such Bailed Property remains in FCA US, and that the Bailed Property will be subject to the direction and control of FCA US. Seller has no rights or interest in any Bailed Property except to use such Bailed Property as directed by FCA US and Seller cannot grant any rights or interest to any person including but not limited to an affiliate of Seller or a third party.

iv. Seller has no right to retain possession of any Bailed Property after receipt of a written demand, which may be given to Seller by FCA US at any time, for return of the Bailed Property.

v. Seller will not permit any act to be done to the Bailed Property which is not necessary for the performance of this Order.

vi. If this Order is terminated for any reason, FCA US will have the right to enter upon Seller's premises and remove all of the Bailed Property without recourse to any legal proceeding.

vii. Seller will notify all of its secured and judgment creditors that it is processing FCA US's

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Bailed Property. Such notification will be given in a form, manner and at times reasonably acceptable to FCA US. To the extent permitted by law, Seller will not allow any liens (consensual or otherwise), security interests, encumbrances or claims of any nature to be imposed on the Bailed Property through Seller or as a result of Seller's actions. If a lien, security interest, encumbrance, or claim of any nature is imposed on the Bailed Property through Seller or as a result of Seller's actions, Seller will, to the extent permitted by law, immediately take all actions necessary to remove such lien, security interest, encumbrance, or claim.

viii. Seller will follow FCA US's instructions regarding the Bailed Property, including without limitation incorporating Bailed Property in processed goods and shipping processed goods as FCA US may direct.

ix. Seller will provide FCA US with reports periodically or as FCA US may, in its sole discretion, otherwise direct regarding the amount and status of the Bailed Property in Seller's possession or control.

11. **INSURANCE AND INDEMNIFICATION.**

a. Insurance. Seller will obtain and continuously maintain in force during the Term (i) statutory worker's compensation insurance, (ii) employer's liability insurance, (iii) commercial general liability insurance, including contractual liability and products and completed operations liability, (iv) automobile liability insurance, including owned, hired and non-owned liability, (v) crime insurance, including employee theft, and (vi) all-risk property insurance covering Seller's property, including Tooling and Unpaid Tooling and all FCA US property, raw materials and finished products, including Bailed Property and FCA US Tooling, while in Seller's possession or in Seller's care, custody and control, all in amounts and coverages sufficient to cover all claims hereunder. Unless FCA US instructs otherwise in writing, coverage for specific above-referenced categories of insurance will be not less than the following: $1,000,000 in employer's liability insurance; $5,000,000 in commercial general liability insurance; and $5,000,000 in automobile liability insurance. Such policies will name FCA US as an additional insured thereunder; be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for or maintained by FCA US; and provide that the insurer will give FCA US thirty days prior written notice of cancellation or material change in coverage. Seller waives, and Seller will cause its insurers to waive, any right of subrogation or other recovery against FCA US or its subsidiaries, including their respective employees, officers, directors, agents or representatives. FCA US may require Seller to furnish evidence of the foregoing insurance, but FCA US's failure to request evidence of insurance will in no event relieve Seller of its obligation under this Clause 11. Seller will be financially responsible for any of Seller's premiums, deductibles, retentions, self-insurance, co-insurance, uninsured amounts, or any amounts in excess of policy limits. Seller may satisfy the insurance requirements under this Clause 11 through a combination of self-insurance and catastrophic excess insurance.

b. Indemnification. Seller will defend, indemnify, and hold FCA US and its subsidiaries, including their respective employees, officers, directors, agents or representatives harmless against all claims, suits, actions or proceedings ("Claims") and pay (i) all liabilities, losses, damages (including without limitation judgments, amounts paid in settlement and other recoveries), (ii) fees and expenses (including without limitation fees of counsel and experts) and (iii) other costs (collectively, "Expenses") in connection with any breach or nonperformance by Seller of the Order, or for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Seller or its employees, agents, or subcontractors in connection with performing the Order, either on FCA

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US's property or in the course of their employment (including without limitation, Expenses arising out of, or in connection with, vehicle recall and customer satisfaction campaigns, provided however that if FCA US and Seller agree upon an Authority Definition Plan ("ADP") for goods supplied under the Order setting forth at a minimum an allocation of responsibility for design-related defects in the goods, then Seller's indemnification obligation for campaign Expenses will be determined based on the ADP).

12. **CHANGES.**

a. FCA US may, at any time, make changes in the Order (including, without limitation, changes to the term of the Order described in Clause 38 hereof). Any claim by Seller for a change in price adjustment based on costs actually incurred, or to be incurred, as a result of the change must be asserted in writing within ten (10) days from date of receipt by Seller of FCA US's notification of any change. FCA US will have the right to verify all claims hereunder by auditing relevant records, facilities, work or materials of Seller. Seller agrees to proceed with the Order as changed under this Clause 12.

b. All engineering changes, whether initiated by FCA US or Seller, will be processed pursuant to FCA US practices in effect at the time of the change using the FCA US "Change Notice (CN)" system, or its successors. On or before the date seven (7) days after FCA US has provided Seller with a documented solution (currently referred to as an "alternative selection" in the CN system), including applicable design requirements, Seller will provide FCA US with all price changes (calculated as set forth below) and timing requirements to implement such solution; provided, however, FCA US may, in its reasonable discretion, determine to extend such seven (7) day response period in circumstances where the complexity of the solution merits a longer response period. In addition, once FCA US and Seller have agreed to the price and milestone date changes (currently referred to as the completion of "SPIN" in the CN system), Seller shall have 24 hours to input data into the CN system reflecting the agreed upon changes for FCA US's approval. All FCA US approved engineering changes to the part specification will be promptly implemented by Seller as directed by FCA US. Price changes for FCA US approved engineering changes are to be based solely on the design cost variance from the superseded design and must be substantiated with appropriate documentation satisfactory to FCA US.

c. Seller certifies the location(s) from which it will ship the goods covered by the Order are as specified in the Order. If Seller at any time intends to change such location(s), Seller must notify FCA US prior to the change so that the effect of such change can be evaluated, and negotiated as necessary, for its effect on transit time, packaging methods, and any other significant impact on FCA US. If Seller does not notify FCA US of any increased transportation charges in advance of a change in shipping point(s), Seller will be responsible for such costs. Seller may not change manufacturing locations without first receiving FCA US's written approval.

d. No changes in the Order or these General Terms and Conditions, other than those changes in price and transportation charges as provided in Clause 12, will be made.

13. **PARTS; SERVICE.**

a. Seller will make and sell to FCA US subcomponents (i.e., serviceable components to support service operations) for the goods covered in the Order for FCA US's service, after-market, and warranty requirements in such quantities and for such period of time as determined by FCA US in its sole discretion at any time; unless otherwise directed by FCA US in writing at any time, parts should be produced and made available to FCA US and its designees for no less than fifteen years after the end of the duration of the applicable vehicle production program (the "Service

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Part Coverage Period"). Any change in this time period requirement will not be considered by FCA US until the goods have reached the end of their retention period (e.g., service life). While the goods that are covered by the Order are still used in production of vehicles for FCA US, the aggregate of the prices for the subcomponents for FCA US's service, after-market, and warranty requirements will be no greater than the price in the Order for their respective corresponding production goods plus costs actually incurred by Seller for special packaging. Neither Seller nor its sub-suppliers may sell any obsolete or surplus goods covered in the Order to third parties without FCA US's written consent.

b. For at least the first five years after a good is no longer used in production of vehicles for FCA US, the aggregate of the prices of the subcomponents for FCA US's service, after-market, and warranty requirements will be no greater than the price last stated in the Order for their respective corresponding production goods plus costs actually incurred by Seller for special packaging.

c. After five years from the end of the duration of the applicable vehicle production program, the aggregate of the prices of the subcomponents for FCA US's service, after-market, and warranty requirements will be no greater than the price last stated in the Order for their respective corresponding production goods, plus or minus (i) any changes in the cost of materials since the end of the duration of the applicable vehicle production program, plus (ii) a volume-related price adjustment reflecting the actual increase in the cost per part of producing fewer subcomponents, plus (iii) a set-up charge reflecting the actual cost of preparation for the part production run, plus (iv) any additional costs actually incurred for special packaging. All of the foregoing components of the price will be documented to FCA US's reasonable satisfaction, including, but not limited to, set-up detail, machine productivity, scrap allowance, labor inefficiencies and excess raw material requirements.

d. FCA US has no obligation to change minimum order quantities, lead times or similar commercial terms throughout the Service Part Coverage Period.

e. Where Seller sells FCA US service subcomponents to third parties while purchasing such items on FCA US's behalf (e.g., remanufactured and/or "kitted" goods), Seller must sell such subcomponents to such third parties at the same price at which it sells them to FCA US, with the same level of technical support (e.g., testing) provided by Seller as if FCA US had furnished such subcomponents directly to Seller. This authorization by FCA US to effectuate such third party sales is premised on the understanding that such third parties have agreed to use such subcomponents solely for FCA US/Mopar production. FCA US's permission to sell and/or its imposition of requirements under this subparagraph may be withdrawn, at any time, at FCA US's discretion.

f. If the subcomponents are manufactured in a country other than the country in which the goods are delivered to FCA US, Seller will mark the subcomponents shipped for FCA US's service, after-market, and warranty requirements "Made in (country of origin)."

g. Seller will comply with all FCA US vehicle service requirements as documented on the FCA US Supplier Portal on the date of the Order or any amendment to the Order.

h. Seller will, at its expense, comply with all Mopar APQP policies and project requirements including but not limited to utilizing a third party APQP provider.

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14. **PAYMENT; FCA US'S COMMITMENTS; CLAIMS ADJUSTMENT.**

a. Payment terms are as set forth in the Order. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by FCA US (collectively, the "Invoice") after delivery of goods and performance of services, and the payment period set forth in the Order will not commence until FCA US has received a correct and complete Invoice which meets all of FCA US's applicable requirements. FCA US will use commercially reasonable efforts to assist Seller in correcting any invoice that has been rejected as incomplete or otherwise incorrect.

b. FCA US is committed to paying Seller the amounts which are due to Seller pursuant to the terms of the Order and these General Terms and Conditions, and to provide Seller with periodic information concerning its financial condition and ability to fulfill its payment obligations.

c. FCA US may at any time and without notice deduct, set-off, or recoup Seller's claims for money due or to become due from FCA US against any claims that FCA US has or may have arising out of this or any other transaction between FCA US and Seller.

d. The "FCA Parties" (defined as FCA US LLC, FCA Canada Inc., and FCA Mexico, S.A. de CV) assign to each other the right to payment from Seller and each of its affiliates, and the FCA Parties are entitled to collect each amount owed from Seller to the FCA Parties.

e. Upon Seller's request, FCA US will substantiate the basis for any deduction, set-off, or recoupment within fifteen (15) days of such request or within such other period as may be agreed upon by the Parties.

15. **CUSTOMS; EXPORTS.**

a. Seller will promptly notify FCA US in writing of material or components used by Seller in filling this Order, which Seller purchases in a country other than the country in which the goods are delivered to FCA US and any duty included in the purchase price of the goods. Seller will furnish FCA US with any documentation and information necessary to establish the country of origin, comply with the destination country's rules of origin requirements, any special trade programs, and content reporting.

b. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Seller's suppliers and export credits, to the extent transferable to FCA US, are the property of FCA US. Seller will provide all documentation and information and take any necessary steps to obtain refunds or to drawback any duty, taxes or fees paid, and to receive export credits from, the government of the country of origin or export country.

c. The responsibility for customs duty and customs brokers' fees will be determined in accordance with the delivery point and transportation code stated in the Order. If FCA US is responsible for customs duties, it will be responsible for normal duties only. Seller will be responsible for any special duties, including but not limited to, marking, anti-dumping and countervailing duties, to the extent permitted under the law of the country of importation.

d. Seller will provide FCA US with all documentation and information required by law or regulation or otherwise necessary to determine admissibility, timely release, customs clearance and entry, and the proper minimum duty to be paid upon the importation of the goods into the destination country.

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e. Seller will advise FCA US if the importation of the goods requires an import license and will assist FCA US in obtaining any such license.

f. Seller warrants that the information regarding the import or export of the goods supplied to FCA US is true and correct, and that all sales covered by this Order will be made at not less than fair value under the anti-dumping laws of the countries to which the goods are exported.

g. Seller must comply with all pertinent requirements of U.S. Customs and Border Protection's supply chain security program known as C-TPAT or a local security program recognized by U.S. Customs and C-TPAT. Seller must provide proof of participation by responding to the annual risk assessment survey initiated by FCA US. Seller must seal international shipments with a high security seal that meets C-TPAT standards and the seal number must be included on the Seller's ASN.

h. Seller and FCA US recognize that export control regulations may limit or prohibit the transfer of items to foreign nationals, including foreign nationals in the United States. The goods, services and/or technical data (collectively "Items") delivered under this Order may be subject to U.S., foreign and other applicable export control laws and regulations (collectively "Export Control Laws"), including, but not limited to, the International Traffic in Arms Regulations or the Export Administration Regulations (collectively "U.S. Export Laws") and/or (Export Control List(s)). Seller and FCA US will comply with all U.S. and other country's applicable Export Control Laws and shall not export, re-export or transfer items without first obtaining all required licenses and approvals. Any penalty, fine, expense (including reasonable attorneys' fees) or liability incurred by FCA US as a result of violation(s) of U.S. or foreign export control laws and regulations, or this clause, by the Seller, will be promptly reimbursed by Seller. Items that are identified during the course of this Order will be handled in the following manner:

(1) the sending party will notify the other party of the Item's export classification prior to any shipment or transmission;

(2) the party receiving notice under (1) above shall have an opportunity to accept or reject the delivery of the Item prior to shipment or transfer by the sending party;

(3) FCA US and Seller will make reasonable efforts to cooperate in obtaining required licensing and implementing required internal controls for the involved Items;

(4) rejection of an Item will not constitute a breach of this agreement; and

(5) FCA US and Seller will assess the impact of the Item's rejection to determine if the Order can continue. Any notice regarding export controls will be in writing and sent to the FCA US Corporate Customs Department. Compliance with these laws and regulations includes, but is not limited to, abiding by U.S. sanctions, embargoes and prohibitions on transactions with restricted parties. This includes, but is not limited to, the prohibition on the transfer of commodities, materials, software and technology (i.e., all Items) subject to this agreement, to U.S. sanctioned countries (e.g., Iran, Syria, North Korea, Sudan, and Cuba).

16. **USE OF FCA US'S NAME.** Seller will not, without the prior written consent of FCA US, in any manner publish the fact that Seller has furnished or contracted to furnish FCA US goods and/or services, or use the name or trademarks of FCA US, its products, or any of its affiliated companies in Seller's advertising or other publication. Seller will not place its, or any third party's trademark or other designation on the good if the good bears a FCA US trademark or an identifying mark specified by FCA US, or if the good is

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peculiar to FCA US's design (a "Marked Part"). Seller warrants that (i) it will sell each Marked Part, and similar goods, only to FCA US and (ii) it will not sell any Marked Part or similar goods to third parties without FCA US's prior written consent. Seller acknowledges that any sale by Seller of a Marked Part in violation of this Clause 16 is a willful violation of FCA US's trademark rights. Any goods manufactured by Seller based on FCA US's drawings, specifications, or other information disclosed to Seller by FCA US in connection with the Order may not be used for Seller's own use or sold to any third parties without FCA US's prior express written authorization; provided, however, this prohibition will not apply to goods manufactured by Seller based on Seller's designs using tooling other than FCA US Tooling, Unpaid Tooling which could become FCA US Tooling pursuant to Clause 10 of these General Terms and Conditions, or any intellectual property, knowledge, or know how subject to a nonexclusive, world-wide, paid-up, irrevocable and perpetual license to which FCA US is entitled under Clause 10 hereof, unless the manufacture of such goods would result in a breach by Seller of Clause 17 of these General Terms and Conditions. Seller will mark goods supplied to FCA US in accordance with FCA US's published marking standards.

17. **INFORMATION DISCLOSED; DATA RIGHTS; TRADEMARKS**.

a. "FCA US Data" means

i. all information and data that FCA US makes available to Seller in connection with the performance of the Order, including without limitation performance standards, product characteristics, specifications, drawings, descriptions, samples, designs, manufacturing data and other information, and

ii. any and all data (excluding Seller-provided data regarding its internal costs of producing goods or services that it provides to FCA US under the Order) that is entered into or processed by Seller directly or indirectly using any system that Seller owns or controls directly or indirectly for the purpose of performing Seller's obligations under the Order; provided, however, with respect to any and all data encompassed by any intellectual property conceived, developed, or acquired by Seller in the course of performing work under the Order, the rights to such data (whether ownership or license) shall be determined by the rights to the intellectual property of which such data is a part as set forth in the applicable supplemental clause or clauses referenced in the Order.

b. FCA US owns and retains all of its right, title and interest in FCA US Data, including any FCA US patents, patent applications, copyrights, trade secrets, trademarks, trade dress, and any other proprietary rights in FCA US Data, and in any derivative or improvement of any FCA US Data made by FCA US or by Seller as Work Product. Unless expressly provided in the Order or otherwise agreed to in a writing signed by FCA US, no rights or license is granted under the Order to use FCA US Data other than the right for Seller to use FCA US Data as required to perform Seller's obligations under this Order. Seller will not use or disclose FCA US Data for any other purpose. Seller will handle all FCA US Data in such a manner to insure that it is not used for any purpose detrimental to the interests of FCA US. Seller may not disclose FCA US Data to any third party without FCA US's prior written consent. Seller agrees to immediately discontinue any use of FCA US Data and/or items bearing designated FCA US-owned trademarks or logos upon FCA US's request or at the termination of the Order and agrees to do one or more of the following at FCA US's option: (1) destroy any such item and present to FCA US an affidavit of destruction; (2) return to FCA US any such item; or (3) remove and destroy any FCA US-owned trademark or logo from any such item and present to FCA US an affidavit of removal and destruction.

c. Any rights that Seller may have to disclose, manufacture, use or distribute goods or services developed under or related to this Order in each case are subject to Seller's obligations

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concerning FCA US Data set forth in this Clause 17.

18. **PATENTS; NONINFRINGEMENT WARRANTY AND INDEMNITY.** No rights are granted to Seller under any FCA US patents except as may be necessary to fulfill Seller's obligations under the Order. Seller represents and warrants that any good or service provided under the Order or any work product resulting from any services performed by Seller under the Order ("Work Product"), including use of any Work Product for its intended purpose or making, having made, selling, offering to sell, importing, or using any good made by using the Work Product for its intended purpose, will not infringe any Intellectual Property of any third party. Seller agrees to investigate, defend, indemnify and hold harmless FCA US, its affiliated companies, their respective customers, distributors and dealers, and their respective customers, against any and all Claims made against any of them that any good or service or any Work Product, including use of any Work Product for its intended purpose or making, having made, selling, offering to sell, importing, or using any good made by using the Work Product for its intended purpose, infringes any Intellectual Property of any third party. Seller will pay all Expenses that are incurred or sustained by reason of any such Claim.

19. **ASSIGNMENT.** The Order may not be assigned or delegated, in whole or in part, without FCA US's prior written consent, including, but not limited to, the subcontracting of work to be performed hereunder or the transfer of FCA US Tooling to third parties for the performance of work hereunder, and any attempted assignment or delegation in violation of this Clause 19 will be void and of no legal effect.

20. **FINANCIAL REPORTING.**

a. Seller will promptly furnish to FCA US any information regarding the Seller's operations, business affairs and financial condition or such other information as FCA US may reasonably request in addition to the information about Seller to be provided periodically as set forth in section (b) below.

b. Seller will furnish directly to FCA US, or to FCA US's designated third party service provider for collecting and processing supplier financial information, in the format designated by FCA US:

(1) Quarterly Financial Statements. Within the earlier of (i) sixty (60) days after the close of each quarterly accounting period of Seller and (ii) the date the statements described herein are due (after the expiration of any automatic grace period) to any federal regulatory agency under applicable law, the balance sheet of Seller, as of the end of such period, the related statements of income and retained earnings, and statements of cash flow for such period, each prepared on a basis consistent with Seller's past practices and certified by an officer of Seller as representing fairly in all material respects the financial position, results of operation, and cash flows for the periods covered by such statements.

(2) Annual Financial Statements. Within the earlier of (i) one hundred twenty (120) days after the close of each fiscal year of Seller and (ii) the date the statements described herein are due (after the expiration of any automatic grace period) to any federal regulatory agency under applicable law, the balance sheet of Seller as of the end of such fiscal year, and the related statements of income and retained earnings and statements of cash flows for such fiscal year, setting forth comparative figures for the preceding fiscal year and certified by an officer of Seller as representing fairly in all material respects the financial position, results of operation, and cash flows for the periods covered by such statements, and, if an audit is performed, audited by independent certified public accountants and including a copy of such auditor's report thereon.

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(3) Notice of Events of Default. If a default or an event of default has occurred and is continuing under any contract to which Seller is a party, the effect of which could be reasonably anticipated to have a material adverse impact on Seller's financial condition or its ability to perform its obligations under the Order, then Seller will furnish notice of such default or event of default to FCA US.

(4) Annual Information Survey. Once each calendar year, Seller will provide FCA US with its responses to FCA US's Annual Information Survey including but not limited to the Automotive Sales Mix Template and the Manufacturing Sales Mix Template.

(5) Updates to Supplier Information. Seller must update the information provided on FCA US's Supplier Information System not less than once each quarter of Seller's calendar year.

(6) Change in Control. Seller must disclose to FCA US a change in control under which another person or company acquires beneficial ownership of thirty five percent (35%) or more of the outstanding voting stock or voting rights of Seller within fifteen (15) days of the disclosure to Seller of any such event.

c. FCA US agrees to use commercially reasonable efforts to keep Seller's Confidential Information from disclosure to (i) individuals or businesses outside of FCA US other than the present or future parent, subsidiary, or affiliate entities of FCA US or its parent entity (excepting any such present or future entities which, in their core business, are Tier 1 automotive suppliers and/or direct competitors of Seller), as well as FCA US's advisors, consultants, and service providers who need to know and who are subject to a confidentiality obligation regarding Seller's Confidential Information, and (ii) FCA US employees who do not need access to such information. Such Confidential Information may be used by FCA US for any reason related to or in connection with its risk management functions. "Confidential Information" as used in this Clause means information provided to FCA US pursuant to Clause 20(b) above that is either (i) Seller's information concerning its operations, systems, services, personnel, financial affairs, marketing, investment performance and investment, research, development efforts, (ii) information received from third parties by Seller under a confidentiality obligation, or (iii) any other information relating to the business of the Seller not made public directly or indirectly by Seller. Notwithstanding the foregoing, nothing herein shall prevent FCA US, if FCA US becomes compelled to disclose Confidential Information by a legal authority having competent jurisdiction over Seller or FCA US (by special deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process; each such process, a "demand"), from responding to such demand without Seller's prior written consent; provided, however, that FCA US will have given Seller written notice of any such demand promptly after the receipt thereof. In any event, the term "Confidential Information" does not include information (A) which was or becomes generally available to the public, other than as a result of a wrongful disclosure by FCA US; (B) which FCA US was aware of prior to its disclosure to FCA US by Seller; (C) which FCA US learns of from a third party under no applicable obligation of confidentiality to Seller; or (D) which FCA US obtains in connection with any subsequent court, arbitration or other legal proceedings. Seller may, with FCA US's written consent (which will not be unreasonably withheld) comply with the reporting requirements set forth in this Clause 20 by delivering parent-level financial information.

21. **CANCELLATION FOR DEFAULT.**

a. FCA US may cancel the whole or part of this Order without liability, except for payment due for goods and services delivered and accepted, and may exercise any of its legal rights, including

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without limitation its remedies under Clause 23 of these General Terms and Conditions, upon the occurrence of any of the following specified events (each an "Event of Default"):

(1) Seller fails to timely deliver goods or perform services and Seller fails to give FCA US a remediation plan within one day of FCA US's notice to Seller of such failure, obtain FCA US's acceptance of such plan, and perform such plan to FCA US's satisfaction; or

(2) Seller violates any other provision in, fails to meet any other requirements contained in, or fails to perform any other provision under the Order at the time specified therein and to the extent such other failure is capable of being cured, fails to so cure such failure within thirty (30) days after such Event of Default; or

(3) Seller (i) becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or (ii) voluntarily commences any proceeding or files any petition under any bankruptcy, insolvency or similar law or seeking dissolution, liquidation or reorganization or the appointment of a receiver, trustee, custodian, conservator or liquidator for itself or a substantial portion of its property, assets or business or (iii) takes corporate action for the purpose of effecting any of the foregoing in (i) or (ii) above; an order for relief is entered in a case under the Bankruptcy Code in which Seller is a debtor; or involuntary proceedings are or an involuntary petition is commenced or filed against Seller under any bankruptcy, insolvency or similar law, unless any such petition is dismissed within forty-five (45) days; or

(4) Seller repudiates the Order (absent a legal right to do so,) in writing, including via email, takes any action evidencing its intention not to perform (including threatening non-delivery of goods), or omits to take any action required to be performed by Seller, which is necessary for Seller to timely deliver goods and services under the Order; or

(5) Seller fails to pay any trade payables or other accounts payable owed to FCA US, or its subsidiaries or affiliates, incurred in the ordinary course of such Seller's business that are not reasonably disputed and have been outstanding for more than sixty (60) days after the date such payable is due.

b. Seller may terminate this Order due to FCA US's material breach of the Order that is not remedied within thirty (30) days of Seller's notice to FCA US of the material breach.

c. Upon Seller's receipt of any notice of termination under this Clause 21, Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Order or the applicable terminated portion thereof.

d. If a Court of competent jurisdiction determines that any purported termination by FCA US under this Clause 21 was made without legally sufficient cause, then the purported termination will be a termination subject to Clause 22 of these General Terms and Conditions, and Seller's remedies, if any, will be limited to those set forth in Clause 22.

22. **TERMINATION AT FCA US'S OPTION.**

a. Upon giving Seller written notice of termination at FCA US's option, FCA US may terminate this Order in whole or in part at any time, and for any business reason (including, without limitation, Seller's non-competitiveness as defined in Clause 32 hereof); provided, however, FCA US may not terminate the Order pursuant to this Clause 22 for Seller's cost competitive deficiencies unless Seller has had notice and opportunity to cure such deficiencies pursuant to Clause 32 hereof.

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b. Upon Seller's receipt of any notice of termination at FCA US's option, Seller will, within fifteen (15) days thereafter (during which time FCA US will review any request by Seller for reconsideration of the termination notice, but FCA US will be under no obligation to change its decision), stop work at such time and to the extent specified in such notice, terminate all orders and subcontracts that relate to the terminated Order or the applicable terminated portion thereof, and cooperate reasonably with FCA US in wind-down related functions. Within sixty (60) days after the effective date of such termination, Seller will submit all claims resulting from such termination. Seller may not include in its claim (i) selling, general or administrative costs, (ii) interest costs or the cost of capital, (iii) lost profit or lost opportunity costs, (iv) fixed overhead absorption, (v) capital equipment, (vi) facility costs, (vii) plant modification costs, (viii) labor assignment costs, including without limitation severance costs or labor inefficiencies, (ix) training costs, and (x) other costs related to obtaining the Order. In the case of Tooling for which FCA US has issued an Order that has not been completed, Seller's claim may include substantiated actual costs incurred for direct labor, direct material, and applied factory overhead, but must be reduced by the amount of the scrap value of the not yet completed Tooling. FCA US will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. FCA US will pay Seller for finished work accepted by FCA US as well as for the documented cost to Seller of work in process and raw material allocable to the terminated work which is not in excess of any prior FCA US authorization. Payment of a valid claim made under this Clause 22 will constitute FCA US's only liability for termination hereunder with title and right of possession to all delivered goods and services vesting in FCA US immediately upon FCA US's tender of such payment. The provisions of this Clause 22 will not apply to any cancellation by FCA US for default by Seller or for any other cause recognized by law or specified by this Order. If a dispute arises regarding the amount of such costs to which Seller is entitled hereunder, then the dispute will be finally resolved in accordance with Clause 26 below, and, to the extent that the termination is only a partial termination of the Order, FCA US will not be in material breach of the Order for failing to pay the amount of costs claimed by Seller prior to conclusion of an adjudication or arbitration pursuant to Clause 26 hereof.

23. **REMEDIES.**

a. Upon the occurrence of any Event of Default as described in Clause 21 hereof, FCA US will have the right to cancel or terminate in whole or part the Order, take possession of and title to all or any part of any work performed by Seller under this Order upon written notice to Seller, and take any other action permitted under applicable law. FCA US will also have the right to take immediate possession of any and all of FCA US Tooling (as defined in Clause 10 hereof) at any time without payments of any kind to Seller. Should FCA US elect to exercise such right, Seller must cooperate with FCA US in FCA US's taking possession of FCA US Tooling, including allowing access to Seller's facilities.

b. If FCA US exercises its right to terminate or cancel the Order in whole for the occurrence of an Event of Default by Seller under Clause 21 hereof, then:

i. Seller grants to FCA US a non-exclusive, world-wide, paid-up, irrevocable license under any intellectual property of Seller that is incorporated into or used to make or design the goods or Work Product, to make, have made, sell, offer for sale, import or export or modify such goods or Work Product. The license granted to FCA US under this Clause 23(a)(i) will remain in effect for the life of the applicable vehicle program(s) in which such goods or Work Product are utilized (now or in the future), including any service parts therefor;

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ii. In addition, upon written request from FCA US, Seller will provide the following for such goods or Work Product: (A) any design aides, including without limitation, any computer aided design data and design aides, (B) specifications, (C) bills of material, (D) Seller information for any purchased components used in such goods or Work Product, and (E) manufacturing process information regarding such goods or Work Product; and

iii. To the extent FCA US may have paid for prototype tooling for the goods or Work Product under a separate purchase order or other agreement, then in order to ensure that FCA US could make full beneficial use of the rights provided in this Clause 23, Seller will provide the following for such goods and Work Product: (a) any prototype tools (e.g. dies and molds), including without limitation, any computer aided design data for such prototype tools, and (b) in each case as applicable, the specifications, bills of material, Seller information for any purchased components used in such prototype tools, and manufacturing process information regarding such prototype tools.

c. In addition to all other rights and remedies, FCA US may, upon fourteen (14) days' written notice to Seller of actual or threatened recurring non-performance concerning capacity or quality, engage (or require that Seller engage) a third party acceptable to FCA US for the purpose of supporting Seller's remediation of such capacity or quality deficiencies. Seller will pay all costs associated with such remediation efforts, and will reimburse FCA US for any reasonable costs incurred by FCA US hereunder, which may be recovered by means of FCA US's rights of setoff, recoupment, or deduction under Clause 14 hereof.

d. FCA US's rights and remedies herein reserved to FCA US are cumulative and in addition to any other rights and remedies available at law or equity. No waiver of any breach of (i) any provision of this Order, or (ii) any agreed-upon cure remediation plan arising under these General Terms and Conditions, will constitute a waiver of any other breach or a waiver of such provision.

24. **REQUIRED COMPLIANCE.**

a. In providing goods or services hereunder, Seller and its subcontractors will comply with (i) any and all applicable global, federal, state, provincial and local law, regulations, executive orders and other rules of law as in effect at any time during the Term; and (ii) any and all FCA US policies (including CS-9003 and sustainability guidelines) addressing such legal requirements. Seller will provide and maintain an Environmental Management System that complies with ISO 14001. In particular and without limitation, Seller and its subcontractors will not act in any fashion or take any action that will render FCA US liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, governmental entity, political party or instrumentality to assist it or FCA US in obtaining or retaining business or to gain an unfair business advantage. Seller further represents that neither it nor any of its subcontractors will utilize forced, compulsory, or child labor in connection with the supply of goods or the provision of services under this Order. FCA US may request Seller from time to time to certify in writing its compliance (and that of its subcontractors) with the foregoing, and Seller will comply with each such request.

b. In addition, to the extent applicable for the goods or services provided hereunder, Seller will comply with all applicable Environmental Requirements that apply to Hazardous Materials. Environmental Requirements includes without limitation all global, federal, state, provincial, and local laws, rules and regulations pertaining to the protection of human health, safety, wildlife or the environment. Hazardous Materials includes, without limitation, any material or substance that is regulated by an Environmental Requirement. In particular and without

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limitation, Seller will comply with all applicable global regulations regarding the registration, restriction, prohibition, and/or recyclability of chemicals, including without limitation those identified in the Global Automotive Declarable Substance List and FCA US's CS-9003. Seller will defend, indemnify, and hold FCA US harmless from and against any claims, losses, damages, costs and expenses resulting from or arising out of any failure to comply with any Environmental Requirement. Seller specifically certifies that all goods sold to FCA US which are required to be registered on an official inventory maintained by the pertinent governmental jurisdiction have been registered in full compliance with applicable law, and Seller will provide immediate notice to FCA US of any use restrictions, reporting requirements, or other obligations imposed with respect to such goods.

25. **SUPPLIER DIVERSITY PROGRAM**. FCA US has an established supplier development program to develop and maintain a qualified diverse supply base. FCA US actively seeks diverse suppliers and encourages Seller to use diverse suppliers. A diverse supplier is a business establishment which meets one or more of the following criteria:

a. a small business, as defined in Title 15, Section 632 of the United States Code and related regulations;

b. a small business owned and controlled by socially disadvantaged individuals (at least fifty-one percent (51) percent of the business is owned and controlled by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more such individuals);

c. a business that is at least fifty-one percent (51) percent owned by a woman or women who also control and operate the business;

d. a small business that obtains HUBZone (Historically Underutilized Business Zone) certification (maintains a principal office in a HUBZone, at least fifty-one percent (51) percent of the business is owned and controlled by one or more U.S. citizens, and at least thirty-five percent (35%) of its employees reside in a HUBZone);

e. a business that is at least fifty-one percent (51) percent owned by a service-disabled veteran (an individual who has served in the U.S. armed forces and has received an honorable discharge documented by DD Form 214, Certificate of Release of Discharge from Active Duty) or veterans who also control and operate the business;

f. a business that is at least fifty-one percent (51) percent owned by a veteran or veterans who also control and operate the business; or

g. other categories of diverse businesses as FCA US may include in its diversity supplier development program. Seller will report monthly to FCA US in accordance with FCA US's diversity supplier development program requirements, on the content provided by any such suppliers for the goods or services purchased hereunder as well as the basis for claiming that such content was provided by such a supplier.

26. **DISPUTE RESOLUTION; GOVERNING LAW.**

a. The Order and all transactions between FCA US and Seller will be governed by and construed in accordance with the laws of Michigan as if entirely performed therein. In the case of FCA Canada Inc., this Order between FCA Canada Inc. and Seller will be governed by and construed in accordance with the laws of the province of Ontario, Canada as if entirely performed therein. The 1980 United Nations Convention on Contracts for the International Sale of Goods is not

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intended to and does not apply to the Order or any transactions pursuant hereto, and FCA US and Seller specifically waive its application to the Order or any transactions pursuant hereto.

b. For all disputes arising out of the Order, Seller irrevocably consents to the personal jurisdiction of the state and federal courts in and for Oakland County, Michigan, USA, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum. Any suit regarding or relating to this Order may only be brought in the state or federal court in and for Oakland County, Michigan, USA, which are the exclusive venue for any such suit.

c. Any dispute arising out of or in connection with the Order or these General Terms and Conditions (other than FCA US's rights to injunctive relief, enforcement of Seller's delivery obligations, enforcement of FCA US's rights and remedies under Clause 32 hereof, and possession of Tooling, Unpaid Tooling, or other Bailed Property), or any other dispute, may, by agreement in writing of both Parties (or by FCA US's unilateral election, in the case of disputes relating to quality, warranty, or indemnification under Sections 6, 8, or 11 of these General Terms, including claims in connection with vehicle recall and customer satisfaction campaigns), be referred to and finally resolved by binding arbitration in accordance with the Expedited Rules of Arbitration set forth in Annex A to these General Terms and Conditions. Any unilateral election to arbitrate hereunder must be preceded by negotiations to resolve the dispute (provided, however, such negotiations may be terminated by either party at any time in their sole discretion, with seven (7) days' advance notice of such termination furnished to the other party) and, upon election of either party during such negotiation period, a non-binding mediation session, which must be completed within forty-five (45) days of the delivery of written notice by either party to the other requesting mediation. The unilateral arbitration election hereunder may be made by FCA US immediately following the completion of such mediation.

27. **ELECTRONIC COMMUNICATION**. FCA US may prescribe any aspect of electronic communication between Seller and FCA US, and Seller will follow each of FCA US's prescriptions regarding any of those aspects.

28. **COMPLIANCE WITH APPLICABLE REQUIREMENTS; FORMULA AND INFORMATION DISCLOSURE**.

a. Seller will comply with all FCA US requirements then in effect regarding (i) the handling, transportation, labeling, processing, registration, notification, prohibition, use, disposal or recyclability of the goods, containers and packing, including without limitation, the formulation and use of raw materials and other substances in the goods ("Environmental, Health and Safety Requirements"), and (ii) disclosures on the content and origins of such raw materials and substances, including conflict mineral disclosures and chemical and/or substance of concern disclosures (collectively, "Disclosure Requirements"). Seller promptly will provide to FCA US, in such form and detail as directed by FCA US, (i) the formula or list of all ingredients in the goods, (ii) the amount of all ingredients and the percentage of each ingredient in the goods, (iii) an updated formula or list of ingredients promptly upon any change from that provided to FCA US, and (iv) a list of the countries of origin for each ingredient contained in the goods; provided, however, FCA US may require such information from Seller only to the extent necessary to enable FCA US to comply with applicable law. Upon FCA US's request, Seller promptly will certify to FCA US that Seller is in compliance with all Environmental, Health and Safety Requirements and Disclosure Requirements.

b. Prior to and with shipment of the goods, Seller will furnish to FCA US (i) sufficient warning and notice in writing (including placing appropriate labels on the goods, containers, or packaging) of any material that is an ingredient or a part of any of the goods that is or could become hazardous

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so as to warrant special handling instructions as may be necessary to advise carriers, FCA US and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to FCA US, (ii) together with such special handling instructions for such materials.

29. **RIGHT TO AUDIT**. Seller grants to FCA US access to all of Seller's information, including, but not limited to, books, records, payroll data, receipts, correspondence, chemical data in connection with Seller's obligations under Clause 28 hereof, and other electronic and non-electronic documents relating to the goods or services to be provided under the Order, FCA US Tooling and Unpaid Tooling, Seller's obligations under the Order, any payment made to Seller, or any claim made by Seller, as reasonably required for the purpose of auditing or verifying Seller's performance of its obligations under this Order and its charges therefor. Seller will preserve this information and these documents for a period of four (4) years after the final payment is made under this Order. Seller will segregate its information and documents as directed by FCA US, and otherwise cooperate with FCA US to facilitate the audit or verification process. In addition, FCA US has the right to visually inspect and audit any facility or process relating to the goods or services to be provided under the Order, including those relating to production quality. Seller acknowledges that FCA US has the right to audit and make copies of all pertinent documents, data and other information relating to any of Seller's subcontractor's or supplier's obligations under the Order. Upon FCA US's request, Seller will permit FCA US to visually inspect and audit any such Seller's subcontractor's or supplier's facilities or processes relating to the goods or services to be provided under the Order. The provisions of this Clause 29 are not intended to expand FCA US's possessory or ownership interests in the property of either FCA US or Seller beyond those set forth elsewhere in the Order or these General Terms and Conditions. The information conveyed to FCA US under this Clause 29 will be "Confidential Information" within the meaning of Clause 20 hereof.

30. **ASSIGNMENT OF ANTITRUST CLAIMS**. Upon FCA US's request (which FCA US may make, in its discretion, provided it has a material interest in any claim described herein), Seller will execute a written assignment of all right, title, and interest in and to all causes of actions under any applicable antitrust laws arising out of or relating to Seller's purchase of raw materials or ingredients used in goods sold or resold to FCA US. If FCA US recovers damages on account of any such assigned claim, and a portion of such damages is reasonably allocable to Seller, FCA US will, net of its attorneys' fees in liquidating the claim, return such allocable amount to Seller.

31. **SURVIVAL**. The provisions of these General Terms and Conditions of the Order intended by their terms to survive termination, cancellation or expiration of the Order will survive any termination, cancellation or expiration of the Order, including without limitation Clauses 2, 5, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 20, 21, 23, 26, 29, 30, 33, 34, 39, and 40.

32. **COMPETITIVENESS**. Seller will at all times be and remain competitive with respect to each good or service supplied to FCA US pursuant to the Order on a total cost basis taking into account each of the following attributes: cost, quality, delivery, reliability of supply, technology, financial stability, and performance of obligations under the Order. FCA US reserves the right, at any time during the term of the Order, to market test any good or services to be supplied under the Order to determine the competitiveness of the Supplier of a good or a service. To be "competitive" means to be (i) equal to or better than all other suppliers and potential suppliers of that good or service in as many of the listed attributes as any other supplier or potential supplier of similar goods or services, judged on a total cost basis, and (ii) in support of all FCA US requirements set forth in the Order to the extent that another qualified and cost-competitive supplier supports those requirements. Cost competitiveness comparisons will take into account applicable engineering, research, and development costs. If Seller is uncompetitive with respect to attributes other than cost, FCA US may terminate the Order pursuant to Clause 22 of these General Terms and Conditions. If Seller is not cost competitive with respect to a good

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or service, FCA US may notify Seller of its non-competitiveness by specifying the cost competitive deficiency in a written notice (the "Cure Notice"). FCA US agrees not to deliver a Cure Notice within twelve (12) months of the commencement of volume production. Upon notification, Seller must cure such deficiency by (i) submitting to FCA US within thirty (30) days of such notice of non-competitiveness a plan acceptable to FCA US for the remediation of the non-competitiveness as soon as practicable, and (ii) if FCA US, in its reasonable discretion, accepts the plan, using Seller's reasonable best efforts to perform the plan. Seller's plan will identify the actions needed to remediate its deficiency with respect to cost competitiveness and an aggressive timeline for the completion of each such action. FCA US will notify Seller of its acceptance or rejection of Seller's remediation plan within thirty (30) days of receipt of such plan. FCA US must accept a plan from Seller which is more likely than not to promptly remediate a cost competitive deficiency. However, FCA US will be entitled to use its discretion in evaluating both the probability of success and the promptness of any such plan. In the event FCA US delivers a Cure Notice to Seller under this Clause 32, FCA US may not terminate the Order pursuant to Clause 22 of these General Terms and Conditions unless (i) Seller does not submit a remediation plan; (ii) FCA US rejects Seller's remediation plan; (iii) Seller fails to perform any material requirement of its remediation plan, or fails to meet any of the deadlines set forth therein; or (iv) upon the completion of Seller's remediation plan, Seller remains uncompetitive with respect to cost.

33. **EQUITABLE RELIEF**. Seller acknowledges that a material breach of its obligation to supply goods in accordance with Clause 3 of the Order or to transfer FCA US Tooling, Unpaid Tooling, or other Bailed Property to FCA US in accordance with Clause 10 of the Order, would cause irreparable damage to FCA US, including without limitation potential damage to FCA US'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, in the event of any action taken or threatened by Seller hereunder that, if taken, would constitute a material breach of its obligations under Clause 3 or Clause 10 of the Order, FCA US and it successors and assigns are entitled to injunctive or other equitable relief and/or a decree for specific performance, without the posting of any bond or other security, in addition to any other remedies it may have for damages or otherwise. Seller may not take any action or position inconsistent with this acknowledgement, and FCA US will be entitled to recover its attorney fees and costs in connection with the enforcement of this Clause 33.

34. **NOTICE**. Notices must be in writing. E-mail notification will be sufficient and acceptable written notice. Any e-mail notice sent will be deemed to have been received on the second business day after such notice was sent (if not first rejected by automatic response). Any written notice sent using any other manner will be deemed to have been received upon the earlier of (i) actual receipt by the party to whom the notice is directed, and (ii) the second business day after delivery, in the case of U.S. and Canadian deliveries, or the fifth business day after delivery for all other deliveries. Any notice to FCA US must be sent to its head of Production Purchasing.

35. **SEVERABILITY**. If any term of the Order is invalid or unenforceable under any law, regulation, executive order or other rule of law, such term will be deemed to be reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, regulation, order or rule, and the remaining provisions of the Order will remain in full force and effect.

36. **COST SAVINGS PROGRAMS**. Seller will provide to FCA US, in writing by October 1 for each upcoming year during the term of the Order, Seller's plan for implementing cost savings and productivity improvements to reduce Seller's costs in accordance with the then-current FCA US cost savings program.

37. **SELLER'S CONTRACTS WITH ITS SUPPLIERS AND SUBCONTRACTORS**.

a. Seller will ensure that its suppliers and subcontractors for any goods or services to be provided

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under the Order comply with the obligations, and provide FCA US with no less than the rights, specified in Clauses 17, 24, and 28 of these General Terms and Conditions. Seller will also use commercially reasonable efforts to ensure that such suppliers and subcontractors comply with the obligations, and provide FCA US with no less than the rights, specified in Clauses 16 and 39 of these General Terms and Conditions.

b. If FCA US directs Seller in a writing signed by an officer of FCA US to use a supplier or subcontractor regarding the goods or services to be provided under the Order, then (i) FCA US will be responsible for negotiating the prices charged Seller by such supplier or subcontractor, (ii) Seller will be responsible for every other aspect of the supply relationship between Seller and such supplier or subcontractor, and (iii) Seller agrees to enforce the rights arising out of its agreement with such supplier or subcontractor for the benefit of FCA US, or upon FCA US's request, will assign to FCA US Seller's rights under such agreement for the benefit of FCA US.

38. **TERM**. This Order is a contract for a definite term. The term of the Order is stated on the first page of the Order ("Term"). If the Term is for less than the duration of the applicable vehicle production program, at FCA US's option, the Term may be extended for an additional model year with advance notice to Seller equal to the longer of ninety (90) days or the lead time set forth in the Order (either by FCA US's notifying Seller of the extension or by FCA US's issuance of part releases for some or all of the goods identified in the Order for a future model year), with the Order being extended for each good for which Seller receives a release or other appropriate communication extending this Order for such additional model year.

39. **DISPOSAL OF SCRAP.** Any goods, assemblies, subassemblies, or materials related to this Order which are disposed of by Seller in any manner other than through sale to FCA US under the terms of the Order are scrap ("Scrap") and must be mutilated or otherwise rendered unusable for anything other than material content. If the goods, assemblies, subassemblies, or materials are the subject of a cancellation claim, mutilation must occur only after audit inspection and receipt of disposal instructions from FCA US. FCA US has the right to examine all pertinent documents, data and other information relating to the mutilation of any and all Scrap. In addition, FCA US has the right to visually inspect and audit any facility or process relating to the mutilation of Scrap. Seller must maintain all relevant documents, data and other written information relating to its obligations to mutilate Scrap under the Order for at least four (4) years following the later of last delivery of the goods or final payment under the Order. Such documents, data and written information relating to Seller's obligations to mutilate Scrap will be made available to FCA US upon FCA US's request.

40. **FCA US COMPUTER NETWORK; ACCESS CONFIDENTIALITY.**

a. If FCA US grants Seller access to FCA US's computer network, Seller understands that the access extends only to those employees of Seller who have a need for the access to perform work for FCA US. Seller must inform its employees that the data files they review are confidential and must not be communicated to others nor used for any purpose other than performing FCA US's work.

b. FCA US does not grant any intellectual property right including, but not limited to, trade secret, patent or copyright, by granting Seller access to FCA US's computer network. No right to use FCA US-owned or leased hardware, facilities or software application programs, including by way of example but not of limitation, communication software or software design programs, may be inferred from FCA US's granting access to its computer network to Seller.

c. FCA US may terminate Seller's access to FCA US's computer network in FCA US's sole discretion. Upon termination of Seller's access privileges, Seller must return any copy of data file obtained

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from FCA US's computer network or any information obtained from the data file that Seller possesses. Seller's confidentiality obligation with respect to each datum of information obtained from FCA US survives termination of its access privileges and continues until the data becomes public knowledge.

d. Seller must inform FCA US whenever Seller suspects that data obtained from FCA US's computer network has been wrongfully released to a third party or that an unauthorized third party has accessed FCA US's computer network. Seller must defend, indemnify, and hold FCA US harmless from the wrongful disclosure of any information obtained from FCA US's computer network.

e. Seller assumes all risk of accessing FCA US's computer network. FCA US makes no warranty, either express or implied, regarding its computer network, including implied warranties of merchantability and fitness for a particular purpose. FCA US's computer network and data files may contain errors or viruses. FCA US is not liable for any damage arising from Seller's use of FCA US's computer network including, but not limited to, loss of profit, use, goodwill, work stoppage, computer failure or malfunction, interruption of business, or any direct, indirect, special, exemplary, incidental or consequential damage arising out of the use or performance of FCA US's network.

41. **TAXES**.

a. The goods purchased hereunder are for resale or for an exempt purpose and are exempt from state and local sales or use taxes. FCA US's Office of Tax Affairs will provide an appropriate Certificate of Exemption upon Seller's written request. The following direct payment permit numbers are applicable for the states indicated:

Illinois (Belvidere Assembly Plant) .....5572-5570 (Valid 9/2/12 – 7/1/15)
Indiana (Kokomo Casting Plant).....TID-Loc #0136356540-002
Indiana (Kokomo Transmission Plant).....TID-Loc #0136356540-001
Indiana (Tipton Transmission Plant).....TID-Loc #0136356540-005
Indiana (IN Transmission Plant) .....TID-Loc #0136356540-003
Michigan (FCA US Group LLC) ME-0167670
Michigan (GEMA LLC) 20-0232860
Michigan (FCA Transport LLC).....ME-0167777
Michigan (Auto Transport Services LLC).....45-5062723
Ohio (Toledo Machining Plant) 98 002923
Ohio (Toledo Assembly Complex) 98 002921
Wisconsin.....008 1026854886-06

b. For shipments to locations in Canada, this Order is subject to the goods and services tax (GST) and in the harmonized provinces, the harmonized sales tax (HST) and the Quebec sales tax (QST), where applicable, however is exempt from provincial sales tax;

British Columbia vendor number	1000-9880
Saskatchewan vendor number	1602309
Manitoba vendor number	100963941MT0003

The GST/HST and the QST amount must appear on all invoices as a separate line item and the GST/HST and QST numbers must appear on all invoices. Failure to comply with this requirement may result in delay in payment and return of invoice to Seller.

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ANNEX A

EXPEDITED RULES OF ARBITRATION

i. For disputes less than Twenty-five Million Dollars ($25,000,000), the number of arbitrators will be one (1). For disputes in excess of Twenty-five Million Dollars ($25,000,000), the number of arbitrators will be three (3). FCA US and Seller will attempt to agree on the appointment of the arbitrator, in the case of a single arbitrator. In the case of a 3-person panel, each party will appoint one (1) arbitrator. FCA US and Seller will attempt to agree on the appointment of the third arbitrator, who will serve as chairperson of the arbitration panel. In the case of either a 1-member or a 3-member arbitration, if such agreement is not reached within five (5) business days of the referral to arbitration, the arbitrator (or third arbitrator, as the case may be) will be selected by the American Arbitration Association ("AAA") pursuant to the AAA arbitrator selection process.

ii. The place of arbitration will be Detroit, Michigan, U.S.A., with Michigan-based arbitrators.

iii. The arbitral proceedings shall be conducted in the English language.

iv. Each party will submit a request for production of documents (and related electronic search terms) and identify custodians who may have knowledge or information regarding the dispute within twenty (20) business days of the referral to arbitration. Documents will be exchanged within seventy-five (75) days after identification of custodians. Third-party discovery will be permissible. All discovery issues shall be resolved by the arbitrator(s). The parties agree that subpoenas and discovery-related orders issued by the arbitrator(s) will be enforceable by court order, and that attorneys' fees and costs incurred in connection with the enforcement of such orders will be awarded by the arbitrator(s). No other written discovery will be permitted.

v. Each party will be allowed to depose up to six (6) witnesses. Seller and FCA US must submit a detailed disclosure of any proposed expert testimony (including findings and opinions) in a written report to be served within one hundred twenty (120) days after the referral to arbitration. After the disclosures and reports are issued, depositions of the fact and expert witnesses may occur but each deposition may not exceed eight (8) hours.

vi. The hearing date will be scheduled within fifteen (15) months after the referral to arbitration. The pre-hearing deadlines established in subsections (iv) and (v) hereof may be modified by agreement of the parties or direction of the arbitrator(s), provided that such modifications do not render impracticable the fulfillment of the fifteen month deadline set forth herein.

vii. Thirty (30) days prior to arbitration, Seller and FCA US will submit proposed arbitration awards to the arbitrator(s), which will simultaneously be exchanged by Seller and FCA US.

viii. Seller and FCA US will be limited to up to six (6) witnesses that are identified pursuant to subsection (v) hereof, together with two (2) rebuttal witnesses. Seller and FCA US will exchange written direct testimony for each witness, exhibits and pre-hearing briefs two weeks before the hearing. The evidence at the hearing will be limited in scope to the

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exhibits and disclosures made at that time. The pre-hearing brief will address all issues of law, or such issues will be waived.

ix. The hearing will be limited to no more than three (3) days per party, with hearings on consecutive days.

x. Witnesses as the hearing must be presented for cross-examination. (Affidavits will not be allowed). If a witness cannot attend the hearing in person, the proponent of that witness must have previously offered the other party the opportunity to cross-examine the witness under oath, in which case the deposition record will be admissible.

xi. The arbitrator(s) will choose one award from the submitted awards without modification.

xii. All statute of limitations and repose will be tolled during the arbitration proceeding.

xiii. The parties agree to share the costs of the arbitrator(s).

xiv. The arbitration process will be confidential.

xv. Judgment on the decision or award may be entered in any court of competent jurisdiction.

xvi. Any referral of arbitration under these General Terms will be made with a full reservation of rights and remedies, and will not constitute a waiver, forfeiture, or election of any such rights and remedies.

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EXHIBIT 4

(Filed Under Seal)

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Court of Appeals Hearing Transcript

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STATE OF MICHIGAN
IN THE COURT OF APPEALS
(On Appeal from the Oakland County Circuit Court)
Court of Appeals Case No. 371234
Case No. 2024-205863-CB

FCA US LLC,

Plaintiff/Counter-Defendant-Appellee

v.

KAMAX Inc.,

Defendant/Counter-Plaintiff-Appellant,

and

KAMAX Mexico S. de R.L. de C.V.,

Defendant.

REMOTE PROCEEDINGS BEFORE:

THE HONORABLE MICHAEL J. KELLY
THE HONORABLE MATTHEW S. ACKERMAN
THE HONERABLE BROCK A. SWARTZLE

DATE TAKEN: MAY 6TH, 2025

TIME: 10:00 a.m. - 10:48 a.m.

TRANSCRIBED BY: JANENE CLEARY, Michigan CSR No. 16359

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P R O C E E D I N G S

THE COURT: -- 71234 FCA US, LLC, versus KAMAX, Inc. Have you determined who's arguing, and time and that and...

MR. KILLIPS: Yes, I'm Jason Killips. I'll be arguing for KAMAX.

MS. FILIPOVICH: Good morning, Your Honor. Cynthia Filipovich on behalf of (indiscernible).

THE COURT: Okay. Great.

MS. FILIPOVICH: Thank you.

MR. KILLIPS: Begging the Court's indulgence for a moment while I set up the blind guy's notepad.

THE COURT: Sorry. While -- while you do what? Oh.

MR. KILLIPS: Set up the blind guy's notepad here.

THE COURT: Okay.

MR. KILLIPS: Good morning. And may it please the Court, Jason Killips on behalf of KAMAX.

Creating a requirements contract is straightforward and simple if that is what the parties intend to do. You simply need to write, this contract is for 100 percent of the buyer's requirements, or 70 percent, or half, or a third. That language was enforceable before AirBoss. It's enforceable now. But the if -- the if that is what the parties wanted to do, that's why we're here.

Because FCA is clear in its briefing that it did not

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intend a 100 percent requirements contract. It didn't intend a 65 percent requirements contract. In fact, it's got an entire brief section. Argument B of its brief the heading is, An Estimated Range Above Zero Constitutes A Valid Quantity Term. So its position is that, one part to 100 percent requirements contract, which really means any amount but nothing, even one peppercorn is enough to create a contract that is enforceable for the buyer's requirements. FCA is wrong. And explain why I want to focus on three points of tho- -- of course I'll take questions on -- on anything this Court wants to ask about.

For the three points I want to address, first I want to talk about some vocabulary that The Supreme Court uses that I think is simply helpful in discussing this issue. Then I want to use that to talk about concepts of precise set share, and parol evidence, and precision. And then, finally, wrap up with talking about how these things all work together in practice, and, in particular, with this contract.

The vocabulary I wanted to focus on are the terms "specific quantity" and "total quantity," and how those differ from quantity term. And the -- in AirBoss, the Michigan Supreme Court said, these are not synonymous. That's on Page 193. There's a difference between a quantity term, it said, such as all my apples -- to go back to the produce market that I think the Court used so well -- and a precise quantity, meaning a specific number of bushels. That's also on 193. So what the

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produce market example shows us is that a quantity term refers to that percentage. The all my apples, the 100 percent, the 70 percent. But specific and total quantity are used to describe how many bushels of apple I need next week -- that's a spec- -- excuse me -- that's a specific quantity, or how many bushels of apples I'm going to need during the life of the contract, you know, the -- this produce season, this vehicle program, whatever the case may be. And, so, those things are -- are different and AirBoss court used them for very specific reasons.

Now, the Michigan Supreme Court focused on the quantity term in AirBoss, as it should have, and it held three important things about that quantity term. First it said, that's the only essential term in a contract for the sale of goods. Second it said that, when we're talking about a requirements contract, the quantity term must be a set share of the buyer's requirements. And then, finally, it said that, the contract -- or, sorry, that the quantity term cannot be imprecise.

And it didn't make any of this up. This comes out of the -- this is firmly rooted in the Uniform Commercial Code.

JUDGE SWARTZLE: Does that mean that you can't have a range, a defined range of quantity in a requirements contract?

MR. KILLIPS: I don't think that you can.

JUDGE SWARTZLE: Okay.

MR. KILLIPS: You know, I think of a requirements

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contract sort of as a pie chart. All right. So you've got your circle. That's all the requirements that the buyer has. And then you've got a wedge, right? And the wedge is whatever the set share is of the buyer's requirements. And under 2-201 of the Uniform Commercial Code, it's got to be precise, that quantity term. The reason it's got to be precise is, you know, the quantity tells you how many parts the buyer must buy.

But then, under Subsection one of 2-201, the -- the final clause, it says, but the contract is not enforceable beyond the quantity of goods shown in the writing. So it's got to be on the face of the contract. And that stated quantity is both the sealing of the buyer's obligation to buy this -- or the floor -- excuse me. This is how many the buyer must buy, but it's also the cap on the seller's obligation to deliver, right? It's not enforceable beyond that quantity.

So I'll get to the requirements contracting in just a moment, but to take the simpler example of a fixed quantity PO or contract, if we have a contract for 10 parts, then the buyer must buy 10, and the seller must buy 11, but it's not enf- -- I'm sorry. Seller must buy 10 -- goodness. The buyer must buy 10, the seller must deliver 10, but the buyer cannot force the seller to deliver an eleventh. Because, under 2-201, that stated quantity of 10, that is the limit of the enforceability of that contract.

When we're talking about a requirements contract, then

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that precision must translate to the set share. That comes both from 2-201 and from 2-306. 2-306 Sub 1 is what defines a requirements contract under the Uniform Commercial Code. And it says it's a term that measures the quantity by the requirements of the buyer. I think the word measure does some important work there, because it talk -- it really talks about a link between however many parts the buyer needs, and how many it must buy, and the seller must deliver. And that link has to be translated into something related to the requirements. So there's got to be that mathematical linkage that a set share provides.

JUDGE SWARTZLE: Can we get this from AirBoss, this -- this -- this requirement that essentially pushes any range, range, range down to just a single quantity? Is that, you know, we -- we make some inferences from The Supreme Court's re- -- ruling in AirBoss, or is there another Michigan case that you're drawing on for that very specific proposition?

MR. KILLIPS: I think AirBoss is your best case for that proposition. But when AirBoss was talking about all of this, it wasn't really breaking any new ground. The only really new ground that AirBoss broke was when it was talking about whether blanket is a quantity term. Everything else that it was doing was describing what was really well established Michigan law.

You know, Frost estate, I think, provides a great example, right? Frost estate was the all wood soluble case that

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came out of this court a few decades ago. And the way AirBoss interprets Frost Estate and talks about it, it said, look, it's got a precise set share, it's got a defined quantity term because it uses all. So we know -- we know how big the wedge is. The wedge actually happens to encompass all of the pie in that case. Where it's ambiguous, where we don't know what it's referring to is, what parcel of land we're taking the all wood soluble from. That's okay, because we can use parol evidence to figure out that part of this question. We can use parol evidence to get to the specific or the total quantity, but not that set share. That set share must be precise. And under 2-201, it must be shown on the face of the contract.

Another good example comes from the Port City case out of Alabama. I normally wouldn't divert down to Alabama for a UCC case, but Frost estate relied on it. And that was the all concrete necessary for -- for the slab. Well, we knew the all, we knew the 100 percent, so we knew the precise size of that pie piece, but we're going to take some parol evidence to figure out what slab the parties were talking about.

Same sort of thing here. The produce market example from AirBoss, I think, really kind of highlights this and demonstrates this in the best way, right? It compares two contract provisions. First, there's the contract provision where the produce market says it's going to buy all my apples from orchard X. And the Court said, that's an enforceable

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requirements contract. Because we know the precise percentage, even though we don't know the total number of bushels that are going to be purchased during the season. However, if we have a contract that calls for a price -- I think it was $3 a bushel -- but doesn't say what percentage the produce market is going to buy from the orchard, now not only do we not know the -- the total, we also don't even know the percentage. And when we don't know the percentage, we don't have a requirements contract.

Impracticality in this case, right, we need that precise set share so that we have a link. And thi- -- this link has a practical purpose. It is what allows the parties to know, if the buyer requires this many parts, how many -- what -- what's my wedge of that? How many am -- am I obligated to deliver as the seller, how many am I obligated to buy as the buyer. Approximately 65 percent to 100 percent of the buyer's requirements, which is what we have as the quan- -- asserted quantity term here, is doubly imprecise.

First it's imprecise because it uses the word approximately. And the only reason you would use the word approximately at the beginning of a purported quantity term is to build imprecision into it. That's what that word is for. But then, also, we've got this range. If you tell me that you are FCA and you have -- you're -- you've got a vehicle program, we don't know at the outset whether it's going to be incredibly

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successful. Is this going to be the Ram truck, right? The -- the pie chart is huge. Is this going to be the Dodge Dart. It's smaller. We don't know, right? But if -- if you've got a range, you also don't even know what the p- -- what the shape of that pie wedge is going to be, right? So you can tell me, I need to build 100,000 vehicles this year. That tells me nothing about how many I have to deliver unless I know what the precise set share is. And a range doesn't get you there.

AirBoss was clear, on Page 189, when it was talking about this Court's opinion and interpretation of the contract at issue in AirBoss. It said that the Michigan Court of Appeals had interpreted the word blanket to be intended as an imprecise quantity term. And that was the basis for The Supreme Court to overturn this Court in that -- in that decision, because you can't have an imprecise quantity term.

Well, here we have a quantity term that is imprecise in two different ways. It's both the range and it's the precise set share. So this is -- you know, if we -- if the buyer needs 100 parts here, we have no idea how many we have to deliver. Because how many we have to deliver term's not on some measurement of the buyer's requirements but on the buyer's discretion. This is not enforceable under AirBoss, it's not enforceable under 2-201, and it's not enforceable under 2-206, at least as for the buyer's requirements. You know, we -- we don't dispute that there's a release by release contract here,

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but it is not a requirements contract.

Unless the Court has further questions, I'll save the rest for rebuttal.

THE COURT: No, I don't.

MS. FILIPOVICH: Good morning.

THE COURT: Morning.

MS. FILIPOVICH: Cynthia Filipovich appearing on behalf of the plaintiff/appellee, FCA US LLC. With me today at counsel table is my co-counsel Michelle Gambino from Greenberg Traurig.

May it please the Court. Unlike the blanket quantity terms of the agreements in AirBoss, which the Court found obligated the buyer to purchase nothing, the agreements at issue between FCA and KAMAX obligates FCA to purchase, at a minimum, 65 percent of its needs. As such, the agreements between FCA and KAMAX demonstrate a real transaction between the parties. Not an illusory promise. And we thereby satisfy the statute of frauds, and that's exactly why we win today.

To demonstrate, I'd like to focus on AirBoss initially, and point out four important takeaways. First takeaway, when the Court began its analysis in AirBoss, it looked to Cadillac Rubber. And it said, we agree with Cadillac Rubber that requirements contracts in Michigan need not be exclusive. Right there the Court demonstrated a more relaxed, flexible approach to requirements contracts in Michigan.

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Number two important takeaway from AirBoss is, the footnote 4 we've heard about. In footnote 4 the Court said, we recognize AirBoss has asked us to overrule Cadillac Rubber. The Court declined to do so. The remainder of that footnote is largely a red herring. And I say that because the Court went on to say, not that we're going to leave any apparent conflict between AirBoss and Cadillac Rubber for another day, instead the Court said, well, we know that Cadillac Rubber says a range is a valid quantity term.

And there's some apparent conflict with ACEMCO. And ACEMCO the language was not a range, but the seller agrees to sell to the buyer such quantities of products as the buyer may specify in its purchase orders. That was not a range. That was illusory. It would be illusory under AirBoss. There simply is no conflict, and there certainly is no conflict between AirBoss and Cadillac Rubber.

The third important takeaway from AirBoss is that, in addition to not expressly overruling Cadillac Rubber, the Court did not implicitly overrule Cadillac Rubber. And how do we know that? When the Court looked at the blanket purchase orders in AirBoss, it turned its attention back to Cadillac Rubber, and it said, because no such quantity term exists in this case, the requirements contracts violate the statute of frauds. That no such quantity term was the range, the quintessential range, if you will, from Cadillac Rubber, one part to 100 percent of the

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buyer's needs.

The Court could have looked at a -- a definite integer. It didn't. It looked to the range in Cadillac Rubber as the comparator, as the benchmark, if you will, for a valid quantity term. So we know it did not impliedly overrule Cadillac Rubber. It embraced it.

And what's the fourth important point, and that is the conclusion in AirBoss. There the Court says, looking at the documents between the parties, quote, no document reflected a number or a portion of parts. And that's important. The Court used the disjunctive or a number, a definite integer, or a portion of parts that the buyer committed to buy from the seller; as such, it was not a requirements contract. And then, the second important point of that conclusion is this, the term blanket is not a quantity term, and we overrule Great Northern to the extent that it conflicts with the holding here today.

So we know four things: It agreed with Cadillac Rubber; expanded what requirements contracts are; it did not overrule Cadillac Rubber; it did not impliedly overrule Cadillac Rubber; and it said in its conclusion a set number or a portion of parts. And it went on to expressly overrule Great Northern to the extent that it says, blanket is good enough. So we know the Court of a- -- the Michigan Supreme Court knows how to overrule a case. It could have said, and we overrule Cadillac Rubber to the extent it uses a quantity term. It did not.

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JUDGE SWARTZLE: So opposing counsel argued that there has to be some precision in the -- the requirements contract with regard to quantity, and we may quibble about how precise is -- is necessary. But I think at the beginning you said, you know, here, at a minimum, 65 percent has to be purchased, but that's not quite right. The language is, this order is for approximately 65 to 100 percent of our requirements. That approximately, how does that word not kind of build in the imprecision that opposing counsel is concerned about.

MS. FILIPOVICH: Your Honor, I would draw the Court's attention to the record. It's right in the record. First point, it's right in the record why approximately is not what counsel represented this morning. Approximately modifies the 65 to 100 percent. And you don't have to take my word for it.

I'm going to draw the Court's attention to FCA's appendix at Pages 055 to 063. It's the declaration of Stephanie Scott. She is the head of chassis and adaptation purchasing for Stellantis North America. There in paragraph 16 and 17 of her declaration, Ms. Scott states -- and this is paragraph 17 -- the use of the word approximately in the purchase order simply modifies the range given to denote FCA will order is between 65 percent and 100 percent of its requirements from KAMAX. Paragraph 16 states that, on the face of the purchase order, FCA agrees to purchase, at a minimum, of 65 percent. This is at the -- this is in the record. And, more importantly, KAMAX

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knows it. These companies have been doing business for decades. They've attempted to extort more money --

JUDGE SWARTZLE: Well --

MS. FILIPOVICH: -- from time to --

JUDGE SWARTZLE: -- I mean, I -- I agree with you that approximately modifies the range, but so does that mean that if KAMAX supplied 63 percent, that that would be sufficient for that year and it would -- it would satisfy the require -- or the contract here because it's -- it's approximately 65 percent? It's only a couple below. Is that what approximately is doing here that there's a little fuzziness around 65? It could be 64, 63, but it certainly can't be, for example, 25. Is that what approximately means? Is that what you think it means here?

MS. FILIPOVICH: No, Your Honor, it does not mean --

JUDGE SWARTZLE: Okay.

MS. FILIPOVICH: -- that. It does not mean that from Ms. Scott's declaration. It does not mean that to the custom and usage of the parties for over two decades.

JUDGE SWARTZLE: So what does it mean?

MS. FILIPOVICH: It means that 65 percent is the floor. And to your point, Judge Swartzle, if FCA only ordered 63 percent, they could sue us. We'd be in breach. The floor -- we're on the hook. Why we're, FCA, is on the hook for a minimum of 65 percent of its needs, period.

THE COURT: Well, approximately is not the best choice

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of words there; is it?

MS. FILIPOVICH: Well, Your Honor, perhaps a different word could have been used. However, first, it's the word that KAMAX agreed to. This is a multibillion dollar conglomerate represented by counsel. It could have negotiated a different deal. It didn't. It agreed to those terms. And --

JUDGE SWARTZLE: Well -- and I don't want to -- you know, I -- I don't know how important it is, but I don't think approximately means what -- what you're arguing it means. Because if KAMAX supplied 65 percent, it would be precisely meeting that term. If it met -- or if it provided 67 percent, it would be meeting precisely that range. And, I mean, anything between -- from 65 up to 100 meets that precise term.

It's -- there's nothing approximate about 75 percent. It's within that range. Approximately can only mean that KAMAX, during a particular -- particular year, could do something a little less than 65 percent and not be in violation of the contract. But maybe 25 percent is -- you know, is not in good faith and is too far away. I mean, I don't -- I don't see how approximately is not superfluous if it means what you're suggesting it means.

MS. FILIPOVICH: I think, Your Honor, if you look at the word approximately as modifying the range 65 to 100 percent.

THE COURT: But the range doesn't have to be modified it's a --

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MS. FILIPOVICH: Corre- --

THE COURT: -- range, 65 up.

MS. FILIPOVICH: That's correct, Your Honor.

THE COURT: So it's not approximate --

MS. FILIPOVICH: But the --

THE COURT: -- it's within the range. It could be 65. It can be 100. So it's not approximately. I mean, it's just -- it's a bad choice of words. As Judge Swartzle said, it's -- it's superfluous. It was completely unnecessary to put that word there. Now, whether it affects the outcome of the case is a different question, but I -- I think it's -- it's unarguable that that -- that word doesn't fit there as far as meaning what you are telling us that you think it means.

MS. FILIPOVICH: To the extent that the word approximately is there, and to the extent the Court disagrees with the meaning that FCA has stated that it means, and what -- what the custom and usage for over decades has shown that it means, the -- the Court -- the Court can look beyond that. It does nothing to invalidate the fact that a range is a valid quantity term, nothing. And --

JUDGE SWARTZLE: And I think that's your stronger point, is that a range is -- is a -- is an acceptable quantity. I think the approximately just doesn't -- doesn't carry the weight I think either side is putting on it. I think anybody who reads this understands, all right, if one year they hit, you

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know, 64.5 percent, okay, good enough, not a -- not a -- not a contract breach. But I think putting -- I think both sides are missing the ball with -- with regard to this -- this adverb.

MS. FILIPOVICH: To the extent, Your Honor, that, you know, we're all in agreement that a range is valid, that brings us to my next point. After we look at the va- -- these four important points from AirBoss, that brings us to a point that was raised this morning in the prior case, and that is, because Cadillac Rubber is a published decision issued after 19 -- November 1st, 1990. It's a published decision that established a rule of law. What is that rule of law? That a range is a valid quantity term. As such, this Court is bound by MCR 7.215 to follow Cadillac Rubber.

And we know from the four points noted earlier, AirBoss did not overrule Cadillac Rubber despite point-blank being asked to do so, nor did it modify Cadillac Rubber. And it's only when a published decision issued after November 1990 has been overruled or modified by our Supreme Court, or be -- by a special panel that this Court can do what KAMAX is asking you to do this morning. Overrule Cadillac Rubber, this Court cannot.

We all know that how this case got here, KAMAX sought a bypass application. It was denied. KAMAX sought leave before this Court. It was denied. It then went to The Supreme Court, and The Supreme Court brought it back to this Court as on leave

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granted. So, The Supreme Court wants to hear from this Court. And the message to be sent is that Cadillac Rubber set forth a rule of law that is a good rule of law, and we're going to follow it.

We know that there is a certified question before The Supreme Court on this very issue in a case called Detroit Diesel versus Martin Rio, but, again, this -- The Supreme Court has clearly signalled it wants to hear from this Court first, and that's the message that must be sent.

So you may be asking, well, Ms. Filipovich, why are we here? AirBoss was so clear. Our -- we're bound by 7.215 in the rule of law established by Cadillac Rubber. Why are we here? It's plain and simple. Suppliers like KAMAX want out of the deals they've struck. And, so, they've created this fictionalized conflict in the law between AirBoss and Cadillac Rubber where the law otherwise lives in complete harmony.

And think about it for a minute. That has to be the case, because to conclude otherwise means The Supreme Court knowingly being asked to overrule Cadillac Rubber, knowing that Cadillac Rubber established -- the only case that's established the rule of law as to a range in the State of Michigan, just said, you know what, we're going to leave this bad law in the jurisprudence, and, well, let lt the chips fall where they may. We know our Supreme Court did not do that. It's an untenable position that cannot be accepted.

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But to the extent that the Court chooses to entertain KAMAX's position this morning, that a range does not satisfy the statute of frauds, we need to think about the real consequences of that. This is not simply a dispute between two commercial enterprises, this is a dispute that -- strikes at the very heart of the automobile industry. This is the Motor City. It's the bread and butter of this state's economy. It's the number one contributor to the GDP. If this Court was to go against the rule of law established in Cadillac Rubber, it would create complete devastating consequences, not only to the supply chain industry in the -- of the automobile industry, but to manufacturing.

If you'll note on footnote 4 of the amicus brief filed by the automobile alliance, it points out that courts have long recognized disruption in the supply manufacturing chain has far reaching consequences. It has far reaching consequences to the person on the line at --

THE COURT: You know --

MS. FILIPOVICH: -- FCA.

THE COURT: -- I don't know that we need to hear -- you know, yeah, the law is the law, and --

MS. FILIPOVICH: Thank you, Your Honor.

THE COURT: -- however we rule on this, if -- what the consequences are shouldn't be contrary to how we review the law in this.

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MS. FILIPOVICH: Thank you, Judge Kelly. I will move on.

To sort of reinforce the point that seems crystal clear this morning, I would just like to turn the Court's attention to the UCC that KAMAX has brought up this morning. The UCC was enacted with three purposes in mind.

Number one, to simplify, clarify, and modernize the law. Number two, to permit continued expansion of commercial practices through custom and usage. And, number three, to make uniform Michigan's laws with the laws of the other states. To accept KAMAX'S position turns a blind eye to those very purposes, and it returns us to a single integer quantity that runs afoul of those purposes.

Indeed 2-201, which counsel has relied on this morning, in the commentary says, the quantity term, quote, need not be accurately stated, but recovery is limited the amount stated. Then we look to the commentary of 2-306. Reasonable elasticity in the requirements ordered is expressly envisioned, and, quote, any minimum or maximum set by agreement shows a clear limit on the intended elasticity.

And I'd like to then show why this discretion, that seems to be so devastating to KAMAX and other suppliers, is equally as fictionalized as this purported conflict in the law. KAMAX has been operating with FCA under these agreements for decades. KAMAX has t its fingertips daily reports as to

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quantity expectations, et cetera, that FCA is going to need. KAMAX gets monthly forecast reports, and that's in the affidavit of Ms. Scott in our -- in FCA's appendix. So KAMAX knows there's not this, oh, my goodness, what do we need to build? How many widgets do we need to have on the shelf? Not so. And what KAMAX is actually asking this Court to do is, look at the sufficiency of the consideration. This range is not a sufficient consideration to show a mutuality of obligation.

This, we know from General Motors' Department of Natural Resources, the Court cannot do. It's a fictionalized conflict in the law just as it's a fictionalized unknowing as to this, quote, unfettered discretion. KAMAX is a multibillion dollar corporation. It knew exactly what it was agreeing to when it entered into this contract. It could have negotiated a different deal. It didn't. And this Court cannot do it for KAMAX.

I'll return the Court to AirBoss where, at .196, the Court said, and although parol evidence can be used to determine the specific total of an imprecise quantity and requirements of output contract under the UCC, it cannot be used to determine the existence of the quantity term itself. Here there is a valid quantity term expressed in a range that follows the rule of law in Cadillac Rubber. AirBoss declined to overrule Cadillac Rubber. This Court is bound by 7.215 from overruling Cadillac Rubber. And unless the Court has any questions, we

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rest on our brief, and we ask that you res- -- that you affirm the trial court.

THE COURT: No. Thank you very much.

MS. FILIPOVICH: Thank you, Judge Kelly. Thank you.

MR. KILLIPS: Well, I'd like to start with this issue of 7.215 and whether this Court can overrule Cadillac Rubber. Clearly can. As this court held in the Woodring (phonetic) case -- it's in our brief, it's from 2018 -- that this Court, speaking about the Michigan Court of Appeals, may not follow any opinion previously decided by this Court no matter when, to the extent that opinion conflicts with binding precedent from our Supreme Court.

Kennedy from 2015 said the same thing in a conflict between a Michigan Supreme Court decision and a Michigan Court of Appeals decision you've got to follow the Supreme Court. Murray Trust from 2013 says that's a principle of starry discitis. So certainly this Court is not bound by AirBoss if it agrees with KAMAX'S position that AirBoss is in conflict with Cadillac Rubber, and that conflict cannot be reconciled.

The concern with a range being a valid quantity term, which I know Ju- -- Judge Swartzle, you brought up, is that, even if it is, it's only got to be enforceable at the bottom end, right? If I promise my kid, I'm going to give you 5 to $10 for mowing the lawn depending on how good a job you do -- this isn't a hypothetical, I did this this weekend -- he can't be

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upset with me if I only give him the five bucks, right? That's all I promised to do.

JUDGE SWARTZLE: That's a tricky lawyer trick to pull on your son.

MR. KILLIPS: You ought to hear some of his counter arguments. He's -- he's getting pretty good at them. He may end up here in about 10 years. We'll have to see. But, you know, he can't be upset with that. And, similarly, if -- if FCA's obligation were to pur- -- purchase 65 percent, then under 2-201 that is also the cap on KAMAX'S obligation to deliver, it's got to be that 65 percent.

But that's not actually what FCA is arguing for here. What it is saying is that if we agree to buy something -- sure, right now it's 65 percent is what it's saying, but in it's brief it's clear. If we promise you a peppercorn, you're obligated to deliver everything that we could possibly ask for. In other words, the buyer's obligation is minimal while the seller's obligation is maximal, or as the suppliers amicus brief said, FCA wants KAMAX to be married while FCA is free to date.

JUDGE SWARTZLE: Well, I mean, if -- if this contract was similar to the one in Cadillac Rubber, which was one to, you know, all, then I can see your point. But, I mean, it seems like fairly consistently this language about approximately 65 to 100 percent is used, and I just don't think the adjective approximately really does anything. I mean, your -- your issue

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is with the range. Whether it's a little fuzzy at the bottom or not, you don't like the range, and you want a precise quantity. But -- so, you know, this -- this idea that while, you know, the peppercorn or the one would be -- would be upheld, and that's Cadillac Rubber, but that's not the facts in this case. It's 65 to 100.

MR. KILLIPS: Well, but there is nothing in the UCC that distinguishes between either of those things. A 10 percent requirements contract would be enforceable for --

JUDGE SWARTZLE: I'm just --

MR. KILLIPS: -- 10 percent.

JUDGE SWARTZLE: I'm suggesting, this case --

MR. KILLIPS: Yes.

JUDGE SWARTZLE: -- they're not asking you -- they're not telling you one to everything, they're telling you 65 to 100.

MR. KILLIPS: And even if they are, then at a mi- -- that -- all that could be enforceable for them is the 65 percent, but I don't think you can actually get to that 65 percent. Because to do that, you have to ignore other language that they wrote into their asserted quantity term. You have to ignore the up to 100 percent. You have to read that out of the contract and interpret it to be mere surplusage, right? And we have a canon of interpretation that says we don't do that, particularly when that's a position that FCA is not arguing for

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here. You know, they keep coming back to the question of whether there's a real transaction here, right? Whether there is consideration here. That's not the issue. Because what -- the question is whether this is a requirements contract or a release by release contract. Both contract structures are enforceable. Both are supported by consideration. There's a mutual obligation. There's mutuality of obligation under both things. That's not a distinction between the two. What The Supreme Court said is, the distinction between the two is the level of mutual obligation. And this is where we get to the point that, you know, if you're having a requirements contract, okay, the buyer must buy at a particular level, 100 percent, 70 percent, whatever it is, but that level then matches the seller's obligation to deliver.

This goes back to the point of precision, right? Release by release, the obligations are down here. You're trading vulnerability for flexibility, right? The Supreme Court didn't make this up, right? It -- it cr- -- it used the term release by release for the first time, but it got this from at least Advanced Plastics, which was from the mid '90s, right? This principle has been around a long time that you can simply have a blanket agreement and contract on a release by release basis. And from a course of performance standpoint, I mean, first, I don't think that you can consider course of performance to create a requirements contract, because that's parol

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evidence. That's not shown in the writing as 2-201 requires. But even if you look at the course of performance, there is no difference between the course of performance under a 100 percent requirements contract and the course of performance under a release by release contract where the buyer, in every instance, chooses to issue a release to the seller, and the seller accepts it and performs. You can't look at those two and say, well, obviously, the seller agreed with the buyer's interpretation of the contract. Simply not true.

You know, we look at that as ACEMCO language that Ms. Filipovich brought up. The holding in ACEMCO is that any quantity is no quantity at all. Well, here we're really looking at any quantity but zero, or any quantity within a particular range, but there's no meaningful difference between those and the holding in ACEMCO that any quantity is no quantity at all. We simply don't have a quantity term here unless and until FCA issues a release.

That's the flexibility FCA wants. It says so in its briefing. It wants that flexibility to be able to choose, maybe most of the time to issue 100 percent of its releases to a particular supplier, but sometimes to dual source. Sometimes to go 60/40. It wants that flexibility. Well, you can have one or the other; you can't have both.

To be clear, AirBoss, when it described Cadillac Rubber's holding -- which it did. It described it. It didn't

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bless it. It didn't embrace it as Ms. Filipovich argued. It simply said the Michigan Court of Appeals found this was a requirements term, and then immediately dropped footnote 4, which says, we reserve that question for another day. I don't think either party can stand up here and pretend that AirBo- -- bo- -- excuse me -- that AirBoss either explicitly overruled Cadillac Rubber or that it embraced it and said that it's perfectly good law.

It says, there's an apparent inconsistency here and we'll answer that question later, because we don't need to answer that question on our way to determining whether the word blanket is a quantity term. I wish it had overruled Cadillac Rubber at the time I asked it to, but I certainly understand why it didn't.

You know, they also quoted some language from AirBoss where Ms. Filipovich argues they're -- they're blessing an imprecise quantity term. Here's what AirBoss says. There is a difference between a quantity term, all my apples, and a precise quantity, a specific number of bushels. They are not synonymous. A contract may leave the final or total quantity ambiguous. Don't know how big the pie is going to be, but it may not state an imprecise quantity term. And a range is an imprecise quantity term. They're arguing that the seller wants out of the deal that they struck.

Well, a couple of things there. First, this isn't the

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deal that they struck, all right? KAMAX has always interpreted this to be a release by release contract. Simply because the parties have done business for a long time doesn't mean that KAMAX agrees with FCA's interpretation of the contract. And if we want to look at how these deals are normally struck, FCA's on an island here. There is a reason that this is the first case coming before this Court or any court I'm aware of asking for an interpretation of a range as a requirements contract. Ford, GM, Toyota, they all use 100 percent requirements contracts. Every OE that I'm aware of uses 100 percent requirements contracts, or in a few rare cases explicitly state, this is not a requirements contract. Tesla does that. I think MBUSI still does that. Maybe a couple of others. FCA is alone here.

And, so, when it says to you, look, there's going to be this great disruption in the auto industry, there'll be an affect at FCA if you rule in KAMAX'S favor here, but Ford, GM, Toyota, and all the rest are not going to be affected. A very minimum of suppliers used something like Cadillac Rubber before, this one part to 100 percent requirements contract. And even fewer of them have used it since The Supreme Court issued AirBoss, because at least it highlighted that that could be a risky proposition going forward. Every buyer in a case like this comes before the Court and says, if you don't inter- -- enforce our contract, you're going to blow up the auto industry.

That argument was made in AirBoss. It was made by

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Gucci. It was made in Ultra Manufacturing. It was made in the FCA versus MacLean-Fogg case and countless others. And it hasn't blown up yet. And the reason it hasn't blown up yet is pretty simple. Sure the parties then have to make a new deal, but buyers like FCA want to build vehicles, so they need parts. Sellers like FCA only make -- or like KAMAX, we only make money if we're selling parts.

We have an interest in sitting down at the table and figuring out how to make a deal happen here. I don't think there's going to be any dramatic consequences here. And, of course, I agree with you, Judge Kelly, that that shouldn't influence your interpretation anyway, but I don't think that there is going to be any great disruption here.

The last point I want to touch on is this elasticity that Ms. Filipovich was referring to in quoting some comments from the UCC. The elasticity, that's the whole point of a requirements contract. But the elasticity is not about the slice of the pie, it's about how big the pie is, right? During COVID, the auto market shrunk.

So 100 percent requirements contract that had looked -- had this volume the year before suddenly turned into this volume. And then, as interest rates change and pricing changes and all these other things happen, right, now the requirements go back up. Then maybe they go back down, right? That's the elasticity. That's why you have a 100

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percent requirements contract, because you need to be able to say, I don't know how many parts or how -- excuse me -- how many vehicles I'm going to build, but I'm going to buy all of my engines from you, or I'm going to buy half of my windshields from you.

JUDGE SWARTZLE: From the seller's perspective, why does it matter whether the elasticity is based on the size of the pie or the share of the pie? The elasticity means that there's uncertainty in the future regardless. I --

MR. KILLIPS: Well --

JUDGE SWARTZLE: I mean, where -- so where in the comments do we see a clear indication that what the commentators meant was elasticity based on the size of the pie, not the share of the pie?

MR. KILLIPS: I don't think they actually said that in the commentary one way or the other what they were talking about, but I think it's clear in context that we're talking about the share of the pie. And the reason that sellers want it that way, right, that you would care about the size of the pie and not the size of the slice is because, then they know what risk they are taking, right?

Just as an auto company taking a gamble on a particular new vehicle. It's hoping it'll sell a million of them next year. It's building plants, it's hiring workers and everything else, right. So to its supply base is taking a

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gamble. I believe in this product that FCA is making. I think they're going to sell billion of these Ram trucks, so I want to be on that program, but at least they know what gamble they're taking.

When we're talking about this percent -- this slice of the pie, you can't know what gamble you're taking as a buyer, because even if you are right, you bel- -- you sign up for a program, you believe it's going to be a good program, on their whim, FCA could decide, but you know what, I know that you priced this, you built a facility, you hired all these workers thinking you were going to get 100 percent of my business. I'm only going to give you 65.

So even though you made the right assessment of the product, by discretion, I'm going to give you 65. And it's that discretion, whether that discretion is between one part and 100 percent, or 65 percent to 100 percent, that discretion breaks the link between the buyer's requirements and the quantity required by 2-306 of the UCC. Once you brea- -- once you interject discretion there, now you've got an Advanced Plastics case, which was the case on which the Supreme Court based the release by release analysis. That's where you end up.

Unless the Court has any other questions, I'll rest on my brief.

THE COURT: No. No. Okay.

JUDGE SWARTZLE: Thank you all.

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THE COURT: Thank you very much both. That case will be submitted.

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