

ALPS ALPINE North America, Inc. (AANA)

General Purchasing Terms and Conditions

I. Acceptance

A. By acceptance of AANA's Purchase Order ("Order"), Supplier ("Supplier") agrees to the terms and conditions contained herein and AANA's Supplier Manual (attached as Schedule A) and incorporated herein by reference, which terms and conditions shall constitute the entire agreement between the parties ("Agreement"). Alps Alpine North America, Inc., ("AANA") rejects any additional or inconsistent terms and conditions offered by Supplier at any time and irrespective of AANA's acceptance of a payment for Supplier's items or services. Supplier's written acceptance or commencement of any work or shipments under this Agreement shall constitute Supplier's acceptance of these terms and conditions. This Agreement shall be deemed accepted upon the return of the acknowledgement copy of any Purchase Order or the commencement of performance by Supplier. These terms and conditions constitute the entire agreement between the parties and no change to or modification of this Order shall be binding upon AANA unless signed by an officer of AANA.

B. Notwithstanding the above, the Parties acknowledge and agree that in the interest of time certain matters of a practical business nature, such as material and product releases, minor changes in delivery dates, shipment instructions, variances in orders and the like may be sent by AANA to Supplier via electronic data interchange, telex or telephonic communication. The parties agree that such communications and any deliveries hereunder, shall constitute part of this Agreement and be subject to these terms and conditions.

II. Prices, Taxes, Cash Discounts and New Material

A. The prices shown on the Order were negotiated and agreed upon between Supplier and AANA. These prices are to remain firm and fixed for the duration of the Agreement. Supplier warrants that each price for items sold to AANA under the Order is no less favorable than that extended during the term of the Order to any other customer for the same or like items in similar quantities. Unless otherwise provided on the face of the Order, the prices appearing herein include all packaging, crating, and federal, state and local taxes, duties, tariffs or other fees. All such taxes shall be separately stated on Supplier's invoice.

B. Supplier warrants (unless otherwise specifically stated on the face of the Order) that none of the items furnished under the Agreement are government or commercial surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof.

III. Material, Equipment and Facilities

A. Unless otherwise stated in this Agreement, Supplier shall be responsible for all material, equipment, and facilities required to perform this Agreement. Title to all property, including fixtures required for production of component, furnished to Supplier by AANA or specifically paid for by AANA, or the cost of which is fully or substantially amortized in the price of the items purchased hereunder and any replacements thereof or any materials affixed or attached thereto (all hereinafter collectively referred to as "AANA's Property") shall be and remain in AANA with the right of possession in AANA and Supplier will use AANA's property only in the performance of work for AANA.

B. While in Supplier's custody or control AANA's Property will, (a) be held at Supplier's risk, (b) be kept insured by Supplier at Supplier's expense against loss and damage in an amount equal to the cost of replacement, (c) be conspicuously marked "Property of Alps Alpine" or marked in accordance with AANA's

instructions and such marking maintained, (d) not be commingled with property of Supplier or with that of a third person, (e) not be moved from Supplier's premises without AANA's written approval, and (f) be used in compliance with AANA's or the manufacturer's instructions and in compliance with all applicable laws.

C. AANA's property will be subject to removal at AANA's written request, in which event, Supplier, at its expense, will prepare AANA's Property for shipment and will deliver it to AANA in the same condition as originally received by Supplier, reasonable wear and tear excepted. If Supplier does not release and deliver any of AANA's Property in accordance with this Section, AANA shall be entitled to obtain an immediate writ of possession, enter Supplier's premises and take possession of AANA's Property. To the extent permitted by law, Supplier waives its right to object to the repossession of AANA's Property by AANA in the event Supplier is involved in bankruptcy proceedings.

D. Supplier will maintain accountability and property control records of AANA's Property in accordance with sound industrial practices. AANA will have the right to enter Supplier's premises at all reasonable times to inspect AANA's Property and Supplier's records with respect thereto. Supplier, at its expense, will maintain AANA's Property in good condition and repair or replace AANA's Property to the extent necessary for performance of this Agreement.

E. Unless otherwise stated in this Agreement, AANA is not the manufacturer of AANA's Property, nor the manufacturer's agent nor a dealer therein, and AANA HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF AANA'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. AANA will not be liable to Supplier for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by AANA's Property, including without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by an interruption of service or for any loss or business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory profits or any other indirect, special or consequential damages.

F. Upon completion or termination of this Agreement, Supplier will store AANA's Property at its expense until disposition directions are received by AANA.

IV. Tooling

A. If Supplier will be responsible for tooling, Supplier agrees to execute AANA's Tooling Bailment Agreement, attached hereto as Schedule B).

B. In the event the terms of the Tooling Bailment Agreement and these General Purchasing Terms and Conditions conflict, the Tooling Bailment Agreement shall take precedence.

C. AANA reserves the right to audit all tooling invoices that AANA is paying for and negotiate costs with any tooling supplier.

V. Drawing and Data

All drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of AANA or prepared by Supplier specifically in connection with performance of this Agreement ("Information") shall be and remain the property of

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AANA. Supplier shall not use or disclose such Information except in the performance of orders for AANA and upon AANA's request for such information, and all copies thereof shall immediately be returned to AANA. Where such Information is furnished to Supplier's suppliers for procurement of supplies by Supplier for use in the performance of AANA's orders, Supplier shall insert the substance of this provision in any purchase order or subcontract hereunder.

VI. Changes

A. AANA may at any time by a written order, make changes in any one or more of the following: (a) drawings, designs, data or specifications where the items to be furnished are to be specifically manufactured for AANA in accordance herein, (b) method of shipment or packing, (c) place or time of inspection, delivery or acceptance, and (d) the amount of any AANA furnished property.

B. During the performance of this Agreement, Supplier shall not make any changes in the design, data, material, process, procedures or practices affecting items to be furnished by Supplier hereunder without advance notification to and approval by AANA.

C. Where property or material is rendered obsolete or excess as the result of a change, AANA shall have the right to take title thereto and prescribe the manner or disposition thereof. Nothing in this clause shall excuse Supplier from proceeding with performance of this Agreement as changed.

D. AANA reserves the right to increase quantities by an additional quantity of not more than 30% annualized capacity per the AANA Supplier Manual. Such additional quantities can be authorized by written releases specifying quantity and contract number for which released.

E. Cancellation. AANA may cancel any part of a Purchase Order at any time. Upon such cancellation, Supplier will stop all work on the Purchase Order (or any part thereof), incur no further costs, and protect all of AANA's property, promptly without waiting for settlement. In such event, AANA will be responsible for the cost of the materials purchased by Supplier within applicable lead-times to fulfill the cancelled Purchase Order that Supplier cannot cancel, return for credit or divert to another use.

VII. Delivery and Shipments

A. Time is of the essence in making deliveries under this Agreement. Dates shown on releases are AANA on dock dates (defined as date product must be made ready for AANA pickup). Supplier shall notify AANA (or the originator of the release) of all shipments within 2 hours of such shipment leaving their facility through defined method (ASN, email) per the AANA Supplier Manual.

B. Where delivery is to be in accordance with AANA's written releases, Supplier shall not procure, fabricate, assemble, or ship any item except to the extent authorized by AANA in such written releases and AANA's Fabrication and Raw Material Authorizations ("FRMA" attached as Schedule C). Supplier shall, at its expense, ship by express or air shipment or by the most expeditious way as pre-approved in writing by AANA, if the delivery schedule is endangered.

C. All items are to be suitably prepared for shipment and must be marked, packed and shipped in accordance with the governing classification and tariffs applicable thereto as well as AANA's

Supplier Manual. All items shall be packaged in accordance with AANA approved packaging in a manner sufficient to ensure arrival in an undamaged condition. Supplier shall be responsible for costs or damages incurred by AANA directly or indirectly, as a result of or caused by improper packaging.

D. AANA will not be required to pay for any items that exceed the quantities specified in AANA's delivery schedules or to accept items that are delivered in advance of the delivery date specified in AANA's delivery schedules. Unless otherwise specified on the face of the Order, no variation in the quantity is authorized for shipment. Goods shipped in advance of schedule may be returned to Supplier at Supplier's expense.

E. Freight terms for material covered under this Agreement will be FOB Destination Freight Collect or FCA except for consigned goods, as applicable unless otherwise specified on the face of the Order. In the event AANA directs freight carrier to be used, Supplier shall use the freight carrier(s) chosen by AANA, and any deviation from the selected carrier will result in a charge back of freight costs. Supplier shall be responsible for any premium freight charges associated with non-conformance to accepted quality standards and/or delivery schedules or delays in production.

F. Lead times and reschedule windows will be negotiated between Supplier and AANA and will be shown on the face of the Order. The Supplier shall make continued efforts to reduce lead times.

G. Supplier must provide a Material Safety Data Sheet (MSDS) for any shipment that contains chemicals and/or material deemed hazardous and Supplier must meet RoHs compliance on all components and processes utilized to support Goods in a completely lead-free manner. Supplier must provide IMDS information for all components shipped to AANA.

VIII. Procurement Management

A. Supplier will not subcontract the development, manufacturing or servicing of any item without AANA's prior written consent. In the event AANA provides such written consent, Supplier will manage and be responsible for all materials sourced to sub-contractors; this includes, but is not limited to, quality, supply availability, fluctuations in market pricing, transportation/logistics, product packaging, etc.

B. Supplier will have 100% ownership and responsibility for managing the sub-tier supply chain's performance to deliverables required to satisfy AANA's needs.

IX. Quality, Inspection and Quality Control

A. Supplier will supply components or materials listed in the Order or subject to this Agreement ("Products") in accordance with the Supplier Manual. AANA may at its option perform, but is not required to perform, incoming inspections of items delivered by Supplier hereunder, and Supplier waives any right to require AANA to conduct any such inspections. Notwithstanding, (i) payment, (ii) passage of title or (iii) any prior inspection or test, all items are subject to the specifications and other requirements of this Agreement.

B. Whenever Product is found to be defective, damaged, or does not meet AANA quality standards, it will be subject to disposition of non-conformance. This non-conformance may be determined at incoming inspection, in the warehouse, or on the production line. The Supplier will be notified, and a decision will be made for

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disposition of the non-conforming material. (i.e. scrap, rework, hold, or return to Supplier). AANA will debit Supplier for changes for this material and associated transportation, sorting, rework and packaging expenses.

C. Supplier shall provide and maintain quality control and inspection systems acceptable to AANA. Supplier shall comply with the provisions of TS16949 unless another quality standard shall be applicable. All quality and lot control, data drawings and specifications must be retained until five years after the end of the Post-Production Period (hereinafter defined). Supplier shall, if requested by AANA, furnish a certificate indicating such compliance.

D. At all reasonable times during the period of Supplier's performance hereunder, including the period of manufacture, AANA and its customers may inspect and/or test the items to be furnished hereunder at the plants where the work is being performed, including those of the Supplier's suppliers, and Supplier shall provide without additional charge, reasonable facilities and assistance for convenient inspection and test. All such inspections and test shall be conducted in such a manner as not to unduly delay the work.

X. Invoices

A. Supplier shall submit to AANA invoices containing the following information: release number, line item number, date of shipment, AANA part number, and description of item, quantities, unit prices, and extended totals.

B. Terms of payment shall be on the face of the Order. Payment of invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects or other failure of Supplier to meet the requirements hereunder.

C. AANA may at any time set off any amount owed to Supplier per AANA Debit Memo Process.

XI. Warranty

A. Unless otherwise stated in this Agreement or as required by law, Supplier warrants to AANA, its successors, assigns and customers that all items furnished (including all replacement items and all replacement or corrected components which Supplier furnishes pursuant to this warranty) (a) will be free from defects in materials and workmanship for the period specified on this Agreement; (b) will conform to applicable drawings, specifications, samples and other descriptions furnished or specified by AANA; and (c) will be merchantable, suitable for the intended purposes and free from all other defects, including defects in design, AANA's approval of Supplier's samples of first articles shall not be construed as a waiver by AANA of any requirement of the drawings, specifications and/or other referenced descriptions applicable hereto or of any express or implied warranty.

B. In the event of Supplier's delivery of defective or nonconforming items or Supplier's breach of warranty, AANA may at its election, and in addition to any other rights or remedies it may have at law or equity or under this Agreement, (a) recover from Supplier any costs of removing such items from property, equipment or products in which such items have been incorporated and any additional costs of reinstallation, re-inspection and re-testing, and (b) (i) return the items at Supplier's risk and expense and recover from Supplier the price paid therefore, and, if elected by AANA, purchase or manufacture replacement items and recover from Supplier the costs and expenses thereof, (ii) accept or retain the items and equitably

reduce their price, or (iii) require Supplier, at Supplier's expense to promptly replace or correct the items and pending redelivery, to repay AANA any amount AANA's customer paid for such items.

C. If Supplier fails to promptly replace or correct such items as directed by AANA, AANA may repair them or have them repaired at Supplier's expense or purchase or manufacture replacement items and recover from Supplier the costs and expense thereof. AANA reserves all warranty and remedy (damages) protection afforded under the Uniform Commercial Code.

D. Supplier hereby agrees to defend and hold AANA harmless of and from any and all costs, claims, liabilities, damages and causes of actions whatsoever arising out of or in connection with any breach by Supplier of any of the above warranties. Payment of invoices does not relieve Supplier of warranties. Termination of this agreement does not release Supplier from warranty obligations.

XII. Service and Replacement Parts

A. During the term of this Agreement, Supplier will sell to AANA items necessary to fulfill AANA's service and replacement parts requirements to AANA's customers at then current production price(s) in the Order. If the items are system or modules, Supplier will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module, less assembly costs. If the Order is in effect at the end of the vehicle production program into which the items covered by the Order are incorporated, Supplier will also sell or cause to be sold, items to AANA to fulfill AANA's and its customer's service and replacement parts requirements during the fifteen (15) year period following the end of such vehicle production program ("Post-Production Period") or such other period as AANA and Supplier shall agree, and the Order will automatically remain in effect during the entire Post-Production Period.

B. For the first three (3) years of the Post-Production Period, Supplier shall provide service or replacement parts at the same price as in effect during volume production. Thereafter, the price(s) for such service items will be as reasonably agreed to in writing by AANA and Supplier.

XIII. Termination

A. AANA may terminate this Agreement in whole or in part at any time for its convenience by written notice stating the extend and effective date of such termination. Upon receipt thereof, Supplier shall, to the extent directed by AANA, (i) stop work under the Order and place no further orders relating hereto, (ii) terminate work under outstanding Orders, which relate to work terminated by such notice, and (iii) protect property in Supplier's possession in which AANA has or may acquire an interest. Supplier shall submit to AANA its written claim, if any, as soon as possible, but not later than thirty (30) days from the effective date of termination. Supplier hereby gives AANA the right to audit and inspect its books, records and other documents relating to its termination claim. If the parties cannot agree within a reasonable time upon the amount of fair compensation for such termination, AANA's liability to Supplier, and Supplier's sole remedy will be limited to AANA making prompt payment of the following amounts only, without duplication: (i) the contract price not previously paid for items delivered or performed and accepted by AANA in accordance with the provisions of this Agreement prior to the effective date of termination and (ii) the actual costs incurred by Supplier and property allocable or apportionable to this Agreement under the preceding sentence, and credit or pay the

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amounts so agreed or received as AANA directs Supplier shall, if directed by AANA, transfer title to and make delivery of any such items, work in process or other physical inventory not so retained or sold.

B. AANA reserves the right to terminate this Agreement in whole or in part for default: (i) if Supplier fails to perform in accordance with any of the requirements of this Agreement or to make progress so as to endanger performance hereunder; (ii) if Supplier fails to give AANA, upon request, reasonable assurances of Supplier's future performance; (iii) if Supplier becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Supplier under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors; or (iv) if any other event occurs that causes reasonable doubt as to Supplier's ability to render due performance hereunder. Any such termination will be without liability to AANA for any or all property produced or procured by Supplier for performance of the work terminated, and Supplier shall be credited with the reasonable value thereof, not to exceed Supplier's cost. Supplier will be liable for damages caused by or resulting from its default, including but not limited to excess costs or re-procurement. If, after a default termination, it is determined that Supplier was not in default, the termination shall be considered to have been made pursuant to subparagraph (a) of this clause.

XIV. Force Majeure

A. Any delay or failure of either party to perform its obligations shall be excused if Supplier is unable to produce, sell or deliver, or AANA is unable to accept delivery, buy or use the Products covered by this Agreement, as the result of an event or occurrence beyond the reasonable control of either party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event of occurrence (but in no event more than 10 days thereafter).

B. During the period of such delay or failure to perform by Supplier, AANA, at its option, may purchase goods and services from other sources and reduce its schedules to Supplier by such quantities, without liability to AANA, or have Supplier provide the products from other sources in quantities and at times requested by AANA, and at the price set forth in the Order. If requested by AANA, Supplier shall, within 10 days of the request or as soon as practicable, deliver AANA's Property to the location designated by AANA, so as to allow AANA to have a second source provide goods and services subject of this Agreement without liability.

C. Supplier, at its expense, shall take such actions as are necessary to ensure the supply of the Products to AANA for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contract(s). If request by AANA, Supplier shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days, or Supplier does not provide adequate assurance that the delay will cease within 30 days, AANA may immediately terminate this Agreement without liability.

D. Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance under this Agreement, Supplier shall immediately give notice thereof, including all relevant information with respect thereto to AANA. Without limiting the foregoing, Supplier agrees to provide AANA with at least one hundred twenty (12) days advance written notice of any labor or union contract termination date(s) and report as to the status of Supplier's discussion s concerning a new labor or union contract so that AANA and Supplier can agree on an adequate supply of items hereunder in the event of a labor strike or disruption so as to avoid such disruption from affecting AANA's business activities. Supplier agrees to insert the substance of this clause, including this sentence, in any purchase order or subcontract hereunder.

XV. Patent, Trademark and Copyright Indemnity

A. Supplier will defend, indemnify and hold harmless AANA, its directors, officers, employees, agents, successors, assigns, customers, and users of Products from and against any and all losses, expenses, damages, claims, suits and liabilities (including incidental and consequential damages, court costs and attorneys' fees) arising as a result of any claim that the manufacture, use, sale or resale of any items infringe any patent, utility model, industrial design, copyright or other intellectual property right in any country. Supplier will, when requested by AANA, defend any action or claim of such infringement at its own expense. Supplier's obligations under the preceding two sentences will apply even though AANA furnishes all or any of the design or specifies all or any portion of the processing for the items.

B. If the sale and/or use of the items is enjoined or, in AANA's sole judgment, is likely to be enjoined, Supplier will, at AANA's election and Supplier's sole expense, either procure for AANA the right to continue using such items, or replace same with equivalent non-infringing items, or modify such items so they become non-infringing, or remove same and refund the purchase price, including transportation, installation, removal and other charged incidental thereto.

XVI. Indemnification and Insurance

A. Supplier will indemnify, defend and hold harmless AANA, its officers, affiliates, employees, agents, successors, assigns, customers and users of Products from and against any and all losses, expenses, damages, claims, suits and liabilities (including court costs and attorneys' fees) arising as a result of actual alleged breach of any warranties or other terms contained herein or arising under any strict tort or negligence claims premised on either an actual or alleged defect in Products. At AANA's request, Supplier will assume promptly full responsibility for the defense of any action described in this Section which may be brought or threatened by a third party against Supplier and/or AANA.

B. Supplier shall indemnify, defend and hold harmless AANA, its officers, employees, agents and invitees from and against all liabilities, demands, claims, losses, costs, damages and expenses (including court costs and attorneys' fees) by reason of or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Agreement which is occasioned by the acts or omissions of Supplier or its suppliers.

C. Supplier shall maintain and carry liability insurance which includes but is not limited to employer's liability, workmen's compensation, general liability, property damage liability, product liability, completed operations liability and contractual liability in amounts acceptable to and approved by AANA but in no event

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shall such amounts be less than minimum statutory requirements. Supplier shall, within 30 days of execution of this Agreement, furnish certificates of insurance evidencing the foregoing coverage and expressly providing that no expiration, termination or modification will take place without thirty (30) days' prior written notice to AANA.

XVII. Limitation of Liability

A. EXCEPT FOR SUPPLIER'S OBLIGATIONS UNDER SECTION XV (PATENT, TRADEMARK AND COPYRIGHT INDEMNIFICATION), SECTION XVI (INDEMNIFICATION AND INSURANCE), AND FOR BREACHES OF SECTION XVII (CONFIDENTIAL INFORMATION), IN NO EVENT WILL EITHER PARTY BE ENTITLED TO INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR BUSINESS INTERRUPTIONS BASED UPON BREACH OR DEFAULT OF THE OTHER PARTY.

XVIII. Confidential Information

A. Except as otherwise specifically agreed, all information disclosed by AANA to the Supplier shall be AANA's property and shall be held in confidence by Supplier and used solely for the performance of this Agreement.

B. Supplier shall take all reasonable precautions (a) to disclose such information within Supplier's organization only to those employees and agents who have a need to know in order to fulfill Supplier's obligations hereunder and who have agreed to keep the information confidential, and (b) to prevent any such information from being divulged to third persons not employed by Supplier, including having recipients acknowledge the confidential status of such information and agreeing to similar restrictions.

C. This obligation of confidence shall survive termination of this Agreement and will continue for five (5) years thereafter, or for as long as the information remains a trade secret, whichever is longer.

XIX. Miscellaneous

A. If the appropriate AANA drawings, specifications, AANA Supplier Manual or any other documents referred to in this Agreement have not been received by your company or made available to you, please notify AANA immediately.

B. Upon acceptance of this purchase agreement, Supplier is obligated to provide AANA with annual USMCA certificates of origin for all components and raw material supplied for the duration of this Agreement. Supplier will provide at no charge all information requested by AANA.

C. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement is determined to be unenforceable, the other provisions of the Agreement shall remain in full force and effect.

D. Supplier shall comply with all federal, state and local laws, executive orders, rules and regulations during performance of this Agreement. Supplier agrees to indemnify and hold AANA and its customers harmless from and against any losses, damages, and expenses sustained because of Supplier's non-compliance with any applicable law.

E. **NON-ASSIGNMENT.** Supplier may not assign or delegate its rights hereunder without the prior written consent of AANA. This Agreement shall inure to the benefit of and be binding upon successors, representatives and administrators.

F. **RELATIONSHIP.** AANA and Supplier are independent contractors. Nothing in this agreement creates a joint venture, partnership or other agency or fiduciary relationship of any kind.

G. **COMPLETE AGREEMENT.** AANA and Supplier agree that this document, the Supplier Manual and all other agreements incorporated here, form the complete and exclusive agreement between the Parties and cannot be amended or modified except in writing signed by an Officer of both Parties.