

PURCHASE ORDER STANDARD TERMS AND CONDITIONS
For the purchase of direct material by Cummins Inc., its subsidiaries, and affiliates

PRECEDENCE

If there is a conflict between these terms, the information on the face of this PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over these terms, and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms.

OFFER

1. This purchase order constitutes an offer to buy goods and services to the description and other terms set forth on its face and reverse side. No additional or different terms offered by Seller shall be or become part of this order unless made in writing and signed by Buyer's authorized representative. Any reference to Seller's quotation shall be for informational purposes only and shall not be construed as acceptance of Seller's terms and conditions. The offer can be accepted by the supplier either expressly or implied by the fulfillment of the order. The contract resulting from the acceptance of this order is to be construed according to the laws of the *P.R.China*. This PO is not assignable by Supplier in whole or in part without Purchaser's prior written consent. Any dispute shall be adjudicated in the court where Cummins is located and which has jurisdiction over the dispute.

PRICING

2.1 No specific charge shall be made for lead time, preservation, packing, kitting, lot sizes, carriage, or storage unless agreement has been established in writing. Neither lead times nor prices may be increased without documented justification and reasonable notice to Purchaser and commercially reasonable opportunity for Purchaser to negotiate such changes. Supplier represents and warrants that all taxes have been paid and no taxes are unpaid or with the passage of time will be a lien upon the Products or Equipment. This clause is intended to create a level playing field for all purchasers of Supplier's Products, and not to provide discounts or competitive advantages to Purchaser.

2.2 Payment Terms are **[Net 90]**.

INVOICING

3.1 Unless authorized by Cummins, Supplier agrees that one **[PO number can be listed on any invoice]**. Multiple invoices can be issues against a single PO. Invoices must reflect prices per terms stated above and should be submitted per agreement between the parties. The Buyer at its discretion will manage invoice discrepancies.

3.2 Cummins may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Cummins for any reason.

3.3. If requested by Cummins, Supplier must receive POs and send invoices electronically.

3.4 [Invoices not sent electronically are to be shipped to Cummins specified site address]

DELIVERY

4.1 Unless otherwise specified on the front of the PO, delivery terms are [Ex-works]. Terms are to be interpreted in accordance with the most current ICC Incoterms.

4.2 Supplier shall, upon Cummins' request, suspend shipment and delivery of Supplies to be furnished hereunder at no cost

[4.3 Supplier shall pack and preserve the Products so they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and storage under normal environmental conditions without detrimental effects in accordance with Buyer's packaging standards.]

4.4 All shipments must contain documentation specified by Purchaser. If not specified, documentation will be a packing slip listing Products, Purchaser's part number, Purchase Order number, plant name, invoice number and receiving locations, with all packages marked identifying Products by name and Purchaser's part number. The package containing the packing slip must be clearly identifiable. Bar codes may be required per Purchaser's packaging standards.

4.5 Supplier must adhere to the procedures involving logistics and warehousing instructions, including instructions provided in materials agreements or transportation routing letters.

4.6 Supplier shall document country of origin in the format specified by the Purchaser to comply with regulations, including NAFTA certificates of origin, duty draw back documentation or manufacturer's affidavit as requested. It is the responsibility of Supplier to monitor the information and immediately notify Purchaser of any changes. Such changes must be communicated in writing to Purchaser's Customs Department.

4.7 "No over shipments accepted at additional cost. Hazardous material "MUST" be properly labeled. (per OSHA regulations)".

QUALITY

5.1 Supplier warrants good title in that Products will conform to Contract Conditions and be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. These warranties shall survive acceptance and shall run to Purchaser and Purchaser's successors, assigns, customers and users.

5.2 Supplier will not change its specifications, materials, material suppliers or production of testing process or locations, without the prior notice to and written approval from Purchaser and assuring that such change will have no effect on the Product's conformance to Contract Conditions.

5.3 The event of a breach of warranty, or if any Products do not conform to Contract or Purchase Order Conditions, Purchaser may, at its sole discretion: (a) reject such Products and require Supplier, at Supplier's expense, including transportation cost, to inspect, sort out non-conforming Products, rework non-conforming Products to render such Product conforming, or scrap the non-conforming Product and replace such Products in a timely manner to insure Purchaser's production weight is maintained; (b) rework any such Products at Supplier's expense basing charges on Purchaser's then-current hourly rate; or (c) cancel the Order, in whole or in part, without charge to Purchaser. In the event a third party is brought into inspect, sort or rework the non-conforming Products by Supplier; the third party shall be subject to the reasonable approval by Purchaser. Additional Cummins entity charges may be incurred. These

Effect date: April 2015

include scrap, rework, engine damage, tear down/re-test expenses, premium freight, assembly disruptions/work stoppage, administrative expenses, etc. The parties involved will negotiate these charges in good faith.

INSPECTION

6. Purchaser may make Inspections, including quality surveys/audits, and testing at any stage of the manufacture of Products ("Inspection"). Supplier or sub-supplier, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient Inspection. Purchaser shall not unduly delay the work while conducting such Inspection. Purchaser shall not be liable for any reduction in value of samples used in connection therewith, nor shall any rejected Products be delivered to Purchaser. Purchaser's Inspection, or lack thereof, shall not relieve Supplier of responsibility for Products not in accordance with Contract Conditions, imply approval or acceptance by Purchaser, or waive Supplier's responsibility for latent defects, fraud, gross mistake or warranty.

CHANGES

7.1 Buyer may at any time, by written instructions or verbal instructions confirmed in writing to Seller, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) drawings (ii) designs (iii) specifications (iv) method of shipment (v) packing (vi) time of delivery (vii) place of delivery and (viii) quantity of items ordered. In no event shall purchaser be liable for incidental or consequential damages. Changes do not affect the enforceability of this PO Terms and Conditions.

7.2 Cummins may cancel this PO or any part thereof at any time upon written notice to Supplier without liability except for payment to Supplier of the cost of work in process and material commitments made within the time specified on the face hereof or, if no time is specified, then within two weeks of the date of cancellation.

7.3 Neither party shall be liable to the other for failure to perform its obligation under this PO when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments. During the Supplier's inability to supply the Supplies, Cummins may, its option, procure such Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome.

TOOLING

8. Except as agreed in writing by Cummins, SUPPLIER shall fund all tooling, gauging and facilities necessary for the Products, whether standard or unique to the manufacture the Products. SUPPLIER shall provide to CUMMINS with detailed descriptions of the tooling and related information to provide assurance that SUPPLIER is utilizing tooling at world-class market levels. SUPPLIER shall maintain, repair and replace, at its own expense, all tooling, gauging and facilities necessary for the Products. SUPPLIER shall keep all such tooling, gauging and facilities in good working order and condition, fully covered (replacement value and cost) by insurance and free from liens and other encumbrances. Supplier shall not make any changes to the specifications, physical composition, location, tooling, sub-tier suppliers or processes used to manufacture the products without obtaining Cummins' prior consent. Unless otherwise approved in writing by CUMMINS, SUPPLIER shall not use CUMMINS-unique tooling, or tooling otherwise funded in whole or in part by CUMMINS, to manufacture, recondition or repair

products except for sale to CUMMINS or a third party approved by CUMMINS.

PUBLICITY

9. The Seller shall not disclose the fact of this order or its terms and shall not release any advertising copy mentioning Cummins or quoting the opinion of any of its employees nor use the name or trademark of Cummins without prior consent.

INDEMNIFICATION

10. Supplier will indemnify, defend and hold harmless Purchaser, its customers, affiliates and subsidiaries, and each of their respective shareholders, equity holders, officers, directors, agents, employees, successors and assigns from and against all losses, costs, damages, expenses (including reasonable attorneys' fees), suits, claims, demands or other liabilities, directly or indirectly arising out of or relating to (i) any breach of any representation, warranty or covenant of this Commitment or any Order by Supplier; (ii) any negligent or intentional acts or omissions or willful misconduct of Supplier; (iii) any failure of Supplier to comply with or observe any applicable law; (iv) any injury, disease, or death of any person, fine, penalty, or damage to or loss of any property, by whomever suffered, which is claimed to have resulted in whole or in part from the purchase, sale, use or operation of any Product, including Supplier's provision thereof, or any actual or alleged defect in such Product, whether latent or patent, including any alleged failure to manufacture the Products according to Purchaser' requirements or specifications, or to provide adequate warnings, labeling or instructions specified by Purchaser; (v) any Product recall; (vi) any third party claim regarding Supplier's performance under this Agreement; (vii) any third party claim regarding Purchaser' use of Supplier's intellectual property in compliance with this Commitment or any Order; and (viii) any claim that Products infringe or misappropriate any patent, trademark, copyright, mask works right, trade secret, know-how or other intellectual property or proprietary right of a third party due to Purchaser' sale or use, alone or in combination, of the Products, including the Products and designs developed by Supplier, where but for Supplier's specifications/designs, etc. such claim would not have arisen.

REPAIRATION

11. Supplier grants to Purchaser a license to repair, rebuild and to have Products repaired, rebuilt and relocated.

CONTINUITY OF AGREEMENT

12. This Commitment is the full understanding of the Parties and a complete and exclusive statement of the terms of the Purchaser's and Supplier's commitment. Notwithstanding any different or additional terms or conditions in Supplier's acknowledgement or other documents, which terms and conditions are hereby objected to, either before or after delivery of Products, Purchaser places each Order on the express condition that Supplier accepts this Commitment. No conditions, understanding or commitment to amend Order shall be binding unless hereafter made in writing and signed by the Party to be bound, and no amendment shall be effected by acknowledgement or acceptance of invoices, shipping documents or other forms or documents containing terms or conditions different from or in addition to these. No waiver of any breach or default and no

Effect date: April 2015

course of dealing, course performance or usage of trade shall constitute a waiver of any other breach or default, amendment, or addition.

GOVERNANCE

13. Governing Law Over Commitment. This Commitment and any Order, including without limitation to, any controversy or claim arising out of or relating to this Commitment, or its breach, the construction of its terms, and the interpretation of the rights and duties of the Parties, will be governed by and construed under the laws of P.R.China excluding its choice of law statutes. This Commitment and any Order will not be governed by the United Nations Convention for the International Sale of Goods. The Parties irrevocably and unconditionally submit, for themselves and their property, to the exclusive jurisdiction of the court where the Purchaser is located with jurisdiction on the disputes, regardless of the residence or sites of the Parties, to which jurisdiction of the court of the Parties expressly submit.

BANKRUPTCY

14. If the Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Supplier, if a receiver is appointed or applied for, if Supplier makes an assignment of the benefit of creditors, or if the Purchaser reasonably believes Supplier may be unable to complete the Purchase Order, the Purchaser may demand adequate written assurance of performance or, at its option, terminate the Purchase Order, in whole or in part, without liability except for supplies previously delivered to and accepted by Purchaser.

INTELLECTUAL PROPERTY

15.1 Purchaser retains all ownership of blueprints, drawings, media and data it may provide to Supplier. To the extent Supplier was involved in compiling, organizing or creating the Product, Supplier assigns any copyright or other interest Supplier may have in the Product to the Purchaser. Purchaser retains all rights in tooling, designs and drawings furnished Supplier in connection with the Purchase Order and no such tooling, design or drawing shall be incorporated or used in connection with Products furnished to others. If the purchase of Products by the Purchaser requires development or design work, any intellectual property right arising from such work shall accrue to the Purchaser unless the design elements were proprietary to the Supplier. In the event Supplier creates copyrightable material of any form pursuant to this Purchase Order, Supplier agrees to and does hereby assign to Purchaser the sole ownership right in such copyrightable material. Supplier shall undertake all acts necessary to perfect Purchaser's ownership in such material, but at no cost to Supplier.

15.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of this PO shall be the sole property of Cummins and Supplier shall do all things requested by Cummins to transfer the ownership thereof and to perfect the same.

REMEDIES

16. Purchaser's remedies set out herein shall be cumulative and in addition to any other or further remedies provided in law or equity, specifically found in the Uniform Commercial Code. Supplier will remain fully responsible for its obligations hereunder, regardless of the source of the Product or any

component thereof. Purchaser may set off against amounts it owes Supplier, amounts Supplier or related companies owes to Purchaser. In the event Purchaser suffers damages or reduction in price from its customers due to Supplier's delay or breach of this Commitment, Supplier will reimburse Purchaser for such damage or loss of revenue, including, without limitation, any attorneys' fees and costs associated with litigating such breach.

LEGAL COMPLIANCE

17.1 Supplier covenants and agrees that all activities performed, directly or indirectly, by or on behalf of Supplier pursuant to this Commitment or any Order, or in furtherance of its objectives, shall be carried out in form and substance in accordance with all applicable laws, regulations, procedures and policies of the countries in which such activities are performed, the United States, and any other governmental authority to which Supplier or the Products are subject. Supplier covenants and agrees to comply with all rules, regulations and laws with respect to design, manufacturing, materials, the environment and safety, and, if applicable, all laws and regulations governing the importation of the Products for sale in the United States.

17.2 Supplier covenants and agrees to comply with all U.S. laws and regulations relating to exports and all administrative acts and executive orders of the U.S. government pursuant to such laws and regulations, including, but not limited to, the Export Administration Act of 1979, 50 U.S.C. App. §§ 2401-2420; the Arms Export Control Act, 22 U.S.C. § 2751 et seq.; the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq.; the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 ("U.S. Export Controls"). Supplier will not resell, transfer or sell the Products in violation of U.S. Export Controls. Any technical data or services exported from the United States in furtherance of this Commitment or any Order and any item or defense article which may be produced or manufactured from such technical data or services, may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this Commitment or any Order and, if required by U.S. Export Controls, only if the prior written approval of the appropriate United States governmental authority has been obtained, including but not limited to the U.S. Department of State and the U. S. Department of Commerce. Any action by Supplier or its agents determined in good faith by Purchaser to be in contravention of U.S. Export Controls shall result in termination of this Commitment or any Order.

17.3 Supplier hereby acknowledges that Purchaser is subject to the laws and regulations of the United States of America, including without limitation, the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd (the "FCPA") which prohibits the bribing of any foreign official, any foreign political party, or any candidate for foreign political office by any company for the purpose of obtaining or retaining business. It is Purchaser's strict policy and intention at all times to be in compliance with the FCPA. Supplier hereby covenants and agrees that it and its authorized agents will comply with the FCPA and acknowledges that Purchaser's entering into this Commitment or any

Effect date: April 2015

Order is conditioned upon such representation and warranty.

17.4 Supplier hereby warrants and certifies that none of the Products are or will be manufactured with child, indentured, forced or prison labor.

17.5 Supplier represents and warrants that (i) all Products shipped under this Commitment or any Order shall be marked accurately and in full compliance with applicable law as required; (ii) that no Product sold hereunder is manufactured, produced, or imported into the U.S. with the direct or indirect support of a "countervailable subsidy" (as defined in 19 U.S.C. § 1677(5)(B)) from the government of Supplier's country (origin of Products) or any public entity or governmental authority thereof; and (iii) that the U.S. Department of Commerce has not determined that the importation of any such Products into the U.S. either materially injures, threatens with material injury, or retards the establishment of the U.S. industry in which the Products belong, as set forth in 19 U.S.C. § 1671 of the United States Anti-Dumping Law (19 U.S.C. § 1677 et seq.). Supplier acknowledges and agrees that its indemnification obligation for any breach of this Section shall extend to any anti-dumping duties which may be imposed on the Products as a result of such breach. Purchaser reserves the right to instruct Supplier to mark the Products with patent markings, and Supplier shall timely comply with all such instructions

17.6 Supplier agrees to comply with the United States Generally Accepted Accounting Principles, and if requested to by Buyer, Supplier will comply with and assist Buyer as reasonably necessary in its compliance with the requirements of the Sarbanes -Oxley statute and related regulations.]

17.7 To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

GOVERNMENT SALES

18. If Products are for resale to the Federal Government, Supplier grants to the Comptroller General of the United States the right to audit its books and records and all contractual flow down clauses are incorporated herein.

INJUNCTION

19. If Supplier breaches any material provision, Purchaser shall be entitled to an immediate injunction and specific performance to prevent any further breach. In addition, Purchaser may, without prejudice for any other lawful remedy, immediately cancel all or any part of any Order without notice or penalty to Purchaser.

CUMMINS INFORMATION RESTRICTION

20. All supplies manufactured by the Seller in accordance with the Cummins's drawings, or in the

manufacture of which the Cummins's tools, dies, patterns, jigs or special tooling are used, shall not be sold by the Seller to anyone other than Cummins

LIENS

21. Supplier waives its right to any mechanic's or other lien for work done or material furnished hereunder, and agrees that no such lien will be asserted. Supplier will obtain for Buyer, before final payment, similar waivers or releases of lien rights from everyone supplying labor and or material for Supplier. Supplier shall hold Buyer harmless from and promptly satisfy any and all such liens and claims.

HEALTH AND SAFETY

22. The Seller is under a duty to ensure that the supplies do not present a health and safety risk when being properly used and agrees to indemnify and hold harmless Cummins in respect of all claims arising in connection with the breach of this duty. In order to facilitate safe handling and use all packaging containing supplies must be clearly labeled to identify the contents and any hazards they present and supplies must be similarly marked and accompanied by sufficient literature and information to enable their safe handling, use and disposal.

INSURANCE

23. Supplier shall, at all times during its performance hereunder, carry adequate insurance, including: workman's compensation and employer's liability (and any other coverage required by law); comprehensive general liability including contractual and products liability; and automotive liability. Special insurance requirements, if any, may be specified elsewhere in this Purchase Order.

ACCESS TO PERTINENT INFORMATION

24. If requested by Cummins, Supplier agrees to give Cummins or its authorized representative access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

FINANCIAL STATEMENTS

25. Supplier must make any of its certifiable financial statements available to Purchaser upon request of Cummins.

CUMMINS POLICIES:

- 26. Purchaser requires Supplier comply with
 - (i) Cummins Supplier Code of Conduct
 - (ii) Cummins Corporate Environmental Policy and Environmental Standards
 - (iii) Cummins Supplier Handbook
 - (iv) Cummins Green Supply Chain Principles
 - (v) Restriction of Prohibited Materials

Link to access these policies:
<https://supplier.cummins.com>

Effect date: April 2015