

# **GARMIN AUTOMOTIVE ORIGINAL EQUIPMENT MANUFACTURER (AOEM)**

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

Capitalized terms not otherwise defined shall have the meanings set forth in Attachment A, which is attached hereto and incorporated herein by reference.

### **1. INTEGRATION**

The applicable purchase order issued by Garmin, the Garmin Supplier Code of Conduct ([FRM-0560](#)), Supplemental Terms for Jurisdictions Other than North America ([FRM-0926](#)) (if applicable) and Garmin Supplier Expectations ([FRM-0307](#)), all of which are available at <https://www.garmin.com/suppliers/>, and these Garmin General Automotive Original Equipment Manufacturer (AOEM) General Terms and Conditions of Purchase (collectively, the "Terms and Conditions") constitute the entire agreement between the vendor or seller named on the face thereof ("Supplier"), and the applicable Garmin entity issuing the purchase order ("Garmin") covering the goods described in the purchase order. Except where context otherwise dictates, all references to "Garmin" herein shall be deemed to refer to Garmin International, Inc. or any of its Affiliates.

### **2. ACCEPTANCE OF TERMS BY SUPPLIER**

Supplier's acceptance must be limited to the Terms and Conditions, without any modification, addition or alteration. Any terms or conditions contained in Supplier's quotations, acknowledgments, shipping documentation, invoices or any other documents that are different from or in addition to the Terms and Conditions are hereby rejected. Neither receipt nor use of, nor payment for, any goods under the purchase order shall be deemed agreement by Garmin to any term in any prior quotation or offer of Supplier that is additional or different from the Terms and Conditions. In addition, Supplier acknowledges that the Terms and Conditions apply to each purchase order placed by Garmin, even though the Terms and Conditions are not separately transmitted with each purchase order.

### **3. CHANGES AND SUBSTITUTIONS**

- (a) If Garmin requests Supplier in writing to make any changes to the goods, which may include changes in the design, drawings, specifications, processing, inspection, testing, quality control, methods of packing and shipping or the date or place of delivery, Supplier shall use commercially reasonable efforts to promptly implement such changes.
- (b) Supplier will provide Garmin written notice at least 12 months before changing the manufacturing location(s) for the goods or making any changes that impact the form, fit, function or manufacturing location of the goods.
- (c) Substitution of material or process for the goods shall only be made with the prior written permission of Garmin. Supplier shall submit a "Supplier Change Notice" (SCN) or "Process Change Notice" (PCN) when any change of material or process is made that could impact form, fit or function of the goods at least 12 months prior to any effective date.

### **4. TAXES**

Unless otherwise provided in the purchase order, prices shown on the purchase order are deemed to include all taxes not expressly imposed by law on the buyer of the goods ordered under the purchase order. Supplier shall separately state on all invoices the applicable sales taxes and applicable value added taxes (VAT) imposed by federal, state, provincial, territorial or local governments, unless an exemption is available. If a Government Authority requires Garmin to withhold or deduct taxes in connection with or originating from a purchase order, Garmin will make payments due thereunder after applying the applicable deductions and withholdings.

### **5. PAYMENT TERMS AND PRICE**

- (a) A commercial invoice must accompany all international shipments and match the billing invoice submitted to Garmin. If the shipment includes free items (no-charge) such as extra parts, promotional items or other items not included in the cost of the goods, the no charge item shall be listed as a separate line item on the commercial invoice. The commercial value (what the company would have paid or the reasonable value one would expect to pay for an identical item) must appear on the invoice. It is acceptable to place "Value for Customs Purposes only - Free of Charge" on the invoice for identification purposes, but the normal sales price must be listed.
- (b) Unless otherwise mutually agreed upon in writing or shorter payment terms are imposed by law, the payment terms are 1.5% discount 15 calendar days or net 60 calendar days from the date of delivery of goods and receipt of invoice.
- (c) Supplier invoices must include the following information for the shipment of goods:
  - (i) Purchase order or blanket purchase order number
  - (ii) Release numbers on blanket purchase orders

- (iii) Garmin's part number, when applicable
- (iv) Supplier's part number
- (v) Quantity shipped and unit price
- (d) The prices offered to Garmin for the goods shall be "best in class" terms, which are the lowest prices quoted or charged by Supplier to any other purchaser of the goods of equal or comparable quantities. Prices applicable to the goods shall not exceed Supplier's current mass production pricing. Payment shall not constitute acceptance of any non-conforming goods.
- (e) The prices applicable to the goods shall be reviewed on a quarterly basis for reduction thereof and shall be updated at least annually. Supplier agrees that the reduction in the price terms offered to Garmin for the goods shall be no less than 5% of the price offered to Garmin for the preceding year.
- (f) Charges, costs, and expenses relating to any fees applicable to import or export, such as tariffs, duties or customs broker fees, insurance, and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the goods to Garmin are included in the price unless otherwise specified in the purchase order.
- (g) If there is a dispute with respect to an invoice, Supplier and Garmin agree to use commercially reasonable efforts to reconcile any issue within 45 calendar days of receipt of the goods and invoice.

## 6. SHIPPING, FREIGHT TERMS AND RISK OF LOSS / TITLE

- (a) Unless stated otherwise in a purchase order, the delivery of goods shall be FCA (Free Carrier), named place (Incoterms 2020). Garmin will identify a named place, such as an airport, carrier's warehouse, or freight forwarder, before shipment of the goods. Title to and risk of loss of the goods shall remain with Supplier until the goods are loaded on the means of transport provided by the carrier nominated by Garmin. If a delivery point is not specified, title to and risk of loss of the goods shall remain with Supplier until after the goods have been inspected by Garmin's quality assurance staff.
- (b) Charges, costs, and expenses relating to packing, crating, boxing, loading, unloading, hauling, storage or transportation are included in the price unless otherwise specified in the purchase order.
- (c) Shipping documents must show the purchase order number. The terms and routing of shipment shall be as provided in the purchase order. Garmin may revise shipping instructions and Supplier agrees to use commercially reasonable efforts to accommodate any shipping instructions requested by Garmin for any goods not then shipped.
- (d) Unless excluded by law, the goods shall be clearly marked with the name of the country of origin of the article.
- (e) To facilitate the importation of the goods, specific documents are required by all customs authorities worldwide. Supplier is therefore required to provide the following documents:
  - (i) Commercial invoice
  - (ii) Packing list
  - (iii) Air waybill or ocean bill of lading
  - (iv) Other documentation as deemed necessary

## 7. TIME / SCHEDULE / DELAYS

- (a) TIME IS OF THE ESSENCE IN DELIVERING GOODS UNDER AN ORDER. Supplier shall deliver all goods by the delivery date(s) set forth in the purchase order. All shipments of goods must be provided to Garmin in accordance with the time specified in the purchase order. In the event a delivery is not on-time, or if Supplier anticipates a delivery may not be on-time, Supplier shall promptly notify Garmin of the actual or anticipated delay. Garmin reserves the right to cancel any purchase orders with Supplier for goods that have not been delivered on-time or that Supplier has notified Garmin may not be delivered on-time. Unless the delay is caused by Garmin, Supplier agrees to employ accelerated measures, such as material expediting fees, premium transportation costs, or labor diversion or overtime required to meet the specified delivery date or minimize the lateness of deliveries, at no additional cost to Garmin. If premium freight is required to expedite delinquent deliveries because of Supplier's delay, any cost difference between premium and standard freight shall be borne by Supplier. In the event of any delayed shipments or performance, all additional expenses to which Garmin may be subjected shall be borne by Supplier.
- (b) If Garmin believes that a delay or anticipated delay in Supplier's deliveries or performance may impair Garmin's ability to meet its production schedules or may otherwise interfere with its operations, Garmin may, at its sole option, cancel any outstanding deliveries hereunder wholly or in part and terminate the purchase order. Such remedy shall not be deemed to be the exclusive remedy for Supplier's delay or non-performance, but shall be in addition to all other remedies available to Garmin as provided for herein, at law or in equity.
- (c) No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached its obligations under the purchase order, for any failure or delay in fulfilling or performing any obligation under the purchase order (including any obligations to make payments), when and to the extent such failure or delay is caused by or results from a Force Majeure Event.

- (d) In the event Supplier fails to deliver the goods to Garmin on-time, Supplier agrees to issue Garmin a rebate for an amount equal to 2% of the current purchase price of the goods per calendar day a delivery is late not to exceed 40% of the cost of the component. This rebate shall be in addition to any other rights and remedies provided in the Terms and Conditions, at law, or in equity.
- (e) If a party believes that its ability to fulfill or perform its obligations under the purchase order is being or will be impacted by a Force Majeure Event, such impacted party shall give written notice thereof to the other party as soon as commercially reasonable after the impacted party's first knowledge of the Force Majeure Event, along with an estimate of the effect it believes such Force Majeure Event will have on its ability to fulfill or perform its obligations. The impacted party shall use all commercially reasonable efforts to eliminate or remedy the failure or delay and to minimize the effects of such Force Majeure Event.
- (f) Supplier's development and deliveries in connection with Garmin's requirements need to be in accordance with an applicable project schedule. At Garmin's request, Supplier shall provide development milestones, detailed daily schedules and resource allocation plans for any goods in development. Specifically, Supplier will provide milestones and completion dates for sample phases, sometimes referred to as Engineering Samples (ES), Customer Samples (CS) and Mass Production (MP). Supplier shall develop and provide data sheets related to the goods, as required and requested by Garmin. Any delay in Supplier's development milestones shall result in immediate notification to a designated contact in Garmin Engineering, Sourcing, and Supplier Quality. Supplier agrees to provide adequate updates (e.g., on a daily basis, if necessary), allocate resources to address and immediate rectify the delay, and provide recovery and mitigation plans that are subject to approval by Garmin. Supplier shall at all times hold an adequate quantity of all materials required to conclude its development efforts to mitigate any impact of development delays on the supply of finished goods for Garmin.

## 8. FORECASTS

- (a) Garmin will provide the Supplier with a Schedule Share for one or more goods purchased under the Terms and Conditions. Supplier agrees to maintain at all times adequate quantities of the goods such that Supplier can support adjustments to the Schedule Share that increase the forecast quantity for any week by at least 25% from a previous week and timely deliver to Garmin the increased quantity of the goods.
- (b) Supplier agrees that the Schedule Share serves as Garmin's official means of notification to the Supplier of intent to procure components for the goods. The Schedule Share will be sent via e-mail with a spreadsheet attachment directly to Supplier's email address (e-mail address to be supplied later). Only forecasts sent to the Supplier's email address will be used for planning and ordering purposes.
- (c) Supplier shall supply goods in accordance with estimates of anticipated orders for goods during periods specified in the Schedule Share, which may specify a quantity in chronological order associated with a current week (a "MRP\_DATE"), and 12 weeks of weekly quantities, 25 months of monthly quantities, and a quantity of one or more goods anticipated to be purchased ("REM\_QTY") by Garmin.
- (d) Supplier shall make commercially reasonable efforts to respond within 48 working hours to any Schedule Share quantities that have support issues.

## 9. ELECTRONIC DATA INTERCHANGE (EDI)

- (a) The parties may conduct the exchange of business forms using electronic data interchange ("EDI"). The parties intend that contracts formed by electronically transmitting data will be as enforceable as contracts formed by exchanging paper forms. If a party receives unintelligible data by EDI, that party will promptly notify the sending party. Each party agrees to provide appropriate security measures to ensure that all transmissions of data by EDI are authorized, and to protect data from unauthorized access, alteration or loss. Each party will use reasonable care to maintain the confidentiality of transactions and the data therein in the same secured manner as it would maintain paper documents of like kind. Supplier acknowledges that while Garmin accepts electronic purchase orders (that include the description, quantities and other relevant information relating to the purchase of goods) and participates in electronic commerce via EDI, no terms and conditions contained in any data transmitted by Supplier will be binding upon Garmin unless expressly agreed to by Garmin in writing. Garmin supports the following EDI documents:

810 – Invoice; 812 – Credit/Debit adjustment; 816 – Organizational relationships; 820 – Remittance advice; 824 – Application advice; 830 – Forecast/Planning; 850 – Purchase order; 852 – Point of sale; 855 – Purchase order acknowledgement; 856 – Advance ship notice; 860 – Purchase order change; 862 – Ship schedule; 864 – Text document, and 997 – Functional acknowledgement.

(b) If Supplier is on Garmin's EDI system, Supplier acknowledges that the Terms and Conditions apply to each order placed pursuant to EDI, even though the Terms and Conditions are not separately transmitted electronically with each purchase order.

## 10. QUALITY ASSURANCE

(a) Supplier shall establish and maintain a formal quality program and comply with the requirements set forth in Attachment B, Quality Requirements, which is attached hereto and incorporated herein by reference. If Supplier is not the manufacturer of goods covered by a purchase order, Supplier shall require the manufacturer to meet the requirements set forth in Attachment B. Supplier's obligations hereunder shall extend and be applicable to Supplier's suppliers, contractors and sub-contractors.

(b) Supplier shall not use subcontractors or independent contractors in the performance of any purchase order without the express prior written consent of Garmin.

## 11. DESIGNS AND TOOLS

(a) Unless otherwise stated in the purchase order, Supplier at its cost shall supply all materials, equipment, tools and facilities required to perform the purchase order. Any designs, drawings, blueprints, materials, equipment, tools, or other property furnished to Supplier or specifically paid for by Garmin (collectively, "Garmin Property") shall remain Garmin's property unless otherwise agreed by Garmin in writing. Garmin Property shall be used only in the supply of goods to Garmin unless Supplier receives prior written consent otherwise from Garmin.

(b) Any samples requested by Garmin for use during its development of products that will incorporate the goods shall be provided to Garmin free of charge. Any unused samples will be returned to Supplier, if required as mutually agreed upon.

## 12. LONGEVITY REQUIREMENTS

(a) Supplier represents and warrants that Supplier will supply the goods for the entirety of the Longevity Period of 25 years.

(b) Following the Longevity Period, Supplier shall provide Garmin 12 month notice of EOL Notice prior to the EOL of any goods.

(c) Supplier shall provide Garmin with a PCN prior to making any Product Change during the Longevity Period 12 month prior to the change effectiveness date.

## 13. ENVIRONMENTAL COMPLIANCE

(a) All materials, components and/or finished goods for use in and/or with Garmin products shall comply with the most current version of the Garmin Banned/Restricted (Declarable) Substances List for Products, Accessories, Packaging, Insert Materials and Components ([001-00211-00](#) or Garmin Banned/ Restricted Declarations Substance List for Wearable Products and Components ([001-00211-01](#), as applicable, which are available at <https://www.garmin.com/suppliers/>) (the "Banned/Restricted Substances List").

(b) Supplier is required to provide information and/or declarations of restricted (declarable) substances listed in the Banned/Restricted Substances List and contained in the materials, components and/or finished goods supplied for use in and/or with Garmin products.

(c) Supplier shall be ISO14001 (Environmental Management Systems) certified.

## 14. CONFLICT MINERALS COMPLIANCE

Supplier shall provide to Garmin all information (in sufficient detail), with written certifications thereof, to enable Garmin to timely comply with all of Garmin's and Garmin's customers' due diligence, disclosure and audit requirements under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), Rule 13p-1 and Form SD under the U.S. Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Supplier's supply chain identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act) contained in goods sold to Garmin.

## 15. COMPLIANCE WITH LAWS

Each party shall comply with all laws, ordinances, rules and regulations applicable to the goods under the Terms and Conditions.

(a) All goods were produced, manufactured, assembled and packaged in accordance with all applicable safety, labor and employment laws, including but not limited to: (i) all Occupational Safety and Health Administration (OSHA) regulations covered under 29 CFR 1910 (general safety) and 29 CFR 1926 (construction safety); (ii) the Fair Labor Standards Act of 1938, as amended; (iii) the Equal Employment Opportunity clause prescribed by Executive Order

11246 dated September 24, 1965, as amended; and (iv) any rules, regulations or orders issued or promulgated thereunder.

- (b) No goods were produced, manufactured, assembled or packaged by forced, prison or child labor.
- (c) If Supplier uses any subcontractor or supplier to provide the goods covered by the Terms and Conditions, Supplier shall obtain the written concurrence to subsection a(i) and a(ii) above from any such subcontractor or supplier.
- (d) No materials provided to Garmin will originate from or be processed in any country that is subject to any embargoes or sanctions administered by the U.S. Department of Treasury or by the European Union.
- (e) None of the funds which will be paid to Supplier under the purchase order nor other assets of Supplier constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under applicable law, such as that of the United States of America and the European Union, including but not limited to: (i) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq.; (ii) The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (iii) any Executive Orders or regulations promulgated thereunder, with the result that sale by Supplier, its managing member or any non-managing member (whether directly or indirectly), is prohibited by law (an "Embargoed Person"). No Embargoed Person has any interest of any nature whatsoever in Supplier (whether directly or indirectly).
- (f) All sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under the laws of the United States (19 U.S.C. Section 1671 et seq.), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), Canada (R.S.C., 1985, c. S-15) and similar laws in such jurisdictions or the law of any other country to which the goods may be exported.
- (g) If the goods contain any substance defined or described by 29 Code of Federal Regulations (CFR) part 1910.1000-1056 or 29 CFR 1910.1200, Supplier shall provide a current Material Safety Data Sheet to Garmin prior to or at the time of initial shipment, and Supplier shall label all containers with the manufacturer's name and address, the identity of the hazardous material and appropriate hazard warnings. If the purchase order is issued from a Garmin entity located in Canada or if Supplier is located in Canada, then Supplier shall also comply with the requirements of the Workplace Hazardous Materials Information System.

## 16. WARRANTIES

- (a) With respect to all goods, Supplier represents and warrants as follows:
  - (i) Supplier shall deliver to Garmin title to all goods free and clear of all security interests, liens, charges, restrictions or encumbrances of any kind, nature or description;
  - (ii) the good will materially function in accordance with the specifications and documentation;
  - (iii) the goods shall be free from defects in material and/or workmanship for a period no less than 7 years from the date of delivery; and
  - (iv) Supplier shall provide support services relating to the goods, such as the repair of the goods at a commercially reasonable rate, for at least 25 years, beginning on the date of a purchase order from Garmin for purchase of the goods.
- (b) With respect to all goods including software, Supplier represents and warrants as follows:
  - (i) such software shall be free from defects (including, without limitation, bugs, glitches, security vulnerabilities and similar errors), in all respects for a period of 7 years from the date of delivery of the software; and
  - (ii) such software will materially function in conformity with applicable specifications and documentation; and such software is maintained pursuant to a written software quality assurance (SQA) process ensuring that the software remains free from any anomalies or defects.
- (c) For warranty claims, Supplier shall have the option of requiring Garmin to return the goods claimed to be defective to Supplier's warehouse location to establish the claim. Supplier shall be responsible for the costs and expenses for Garmin to return the goods to Supplier and Supplier shipping the replacement goods to Garmin. In the event Garmin makes a warranty claim under either Section above, Supplier's obligations are as follows:
  - (i) For a warranty claim under Section 16(a), Supplier may, at its option, replace or repair the defective goods or provide replacement goods to Garmin. If it is impossible to repair the Garmin product that has incorporated the Supplier's components, the Supplier shall be responsible to replace the Garmin product or reimburse Garmin for the cost of the Garmin Product. Upon the repair or replacement of defective goods, Supplier's warranty will extend for an additional 7-year period from the date of delivery of the repaired or replacement goods.
  - (ii) For a warranty claim under Section 16(b), or if Supplier itself determines that any software does not comply with the warranties set forth in Section 16(b), Supplier shall: (1) remedy such non-compliance by providing to Garmin all necessary bug fixes, patches or updates, including, but not limited to cyber security vulnerability updates and testing results, and provide Garmin with all necessary assistance to incorporate such remedy in products already manufactured and/or sold by Garmin; and (2) ensure that future shipments of goods to Garmin incorporate such remedy.

- (d) Supplier represents and warrants that it is ISO45001 (Occupational Health and Safety Management Systems) certified. If any of the goods are defective or otherwise not in exact accordance with the requirements, including any blueprints, specifications, samples or instructions issued in connection therewith, Garmin, in addition to its other rights, may in its sole discretion:
  - (i) require prompt repair or correction thereof by Supplier or Garmin's designee at Supplier's expense;
  - (ii) require Supplier to replace such goods and upon Supplier's failure or refusal to do so, replace the same at Supplier's expense; or
  - (iii) reject any shipment or delivery containing defective or non-conforming goods and return for credit or replacement at Garmin's option, said return to be made at Supplier's cost and risk.
 If deemed necessary, Garmin will issue a Corrective Action Request ("CAR") to Supplier. Supplier shall determine the root cause of the problem, provide a short-term corrective action, a root cause corrective action plan and target dates for completion of each corrective action implementation, in writing by completing a CAR form within 14 calendar days of date issued.
- (e) Should Supplier's goods require rework for use in accordance with the terms of the Terms and Conditions, Garmin reserves the right to require, and Supplier agrees to pay to Garmin, compensation for Garmin's reasonable expenses and costs to perform or inspect the rework.
- (f) In the event of Garmin's breach hereunder, Supplier's exclusive remedy shall be Supplier's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

## 17. INTELLECTUAL PROPERTY RIGHTS

- (a) Supplier acknowledges that any Intellectual Property Rights developed, derived from, or otherwise generated by Supplier hereunder shall be owned by and belong exclusively to, Garmin. If the goods are a copyrightable work product produced for Garmin, the goods shall be deemed "works for hire" (as that term is commonly understood and as specifically defined under 17 U.S.C. Section 101). If such work product is not deemed to be a "work for hire", Supplier hereby assigns and agrees to assign to Garmin the ownership of all rights, titles, and interests in such material.
- (b) Supplier grants to Garmin an irrevocable, non-exclusive, worldwide, perpetual, fully paid-up, royalty-free license, which is to be freely assignable and sublicensable, to use Supplier's Background Intellectual Property Rights, any software incorporated in the goods and the Supplier's documentation, including the right to use, test, evaluate, reproduce, modify, create derivative works of, and distribute the foregoing for the purpose of incorporating the goods purchased from Supplier into finished products (manufactured by or for Garmin) and to offer for sale and sell such finished products to its customers and end users. For the avoidance of doubt, Supplier acknowledges and agrees that Garmin may obtain products similar to the goods (including related systems and components) from alternate sources at any time.
- (c) Supplier and Garmin hereby acknowledge that the Terms and Conditions place no restriction on Supplier or Garmin from using its respective Background Intellectual Property Rights or Foreground Intellectual Property Rights for any purpose. Supplier hereby acknowledges that Garmin may engage in independent development efforts and activities in areas that are similar or identical to features or functionality of the goods and/or supplied hereunder. Similarly, Garmin hereby acknowledges that Supplier may engage in independent development efforts and activities in areas that are similar or identical to features or functionality of goods sold by Garmin. For the avoidance of doubt, Supplier and Garmin agree that nothing contained in the Terms and Conditions is intended to prohibit such independent development activities nor prohibit either Supplier or Garmin, or their respective Affiliates, from independently developing and commercializing any goods (or having goods developed for them) that compete with the goods of the other.

## 18. CONFIDENTIALITY/PUBLICITY

- (a) Supplier acknowledges that the Confidential Information comprises valuable trade secrets and is proprietary to Garmin. Supplier shall not disclose any Confidential Information to any other person, firm or corporation or use such Confidential Information itself for any purpose other than to perform its obligations under the Terms and Conditions and Supplier agrees to promptly return or destroy all Confidential Information to Garmin promptly upon request by Garmin (and provide written confirmation thereof). The foregoing obligation shall not apply to any information that becomes public through no fault of Supplier.
- (b) The obligation of confidentiality contained herein shall survive cancellation, termination and expiration of the Terms and Conditions and shall bind all employees, agents and consultants retained by Supplier. Supplier shall be liable for any breach of confidentiality terms hereunder by agents and consultants retained by Supplier.
- (c) Supplier shall not, except as required by law, make any public release regarding the Terms and Conditions nor shall Supplier use in any advertising, letterhead, publicity or other public or media communications, any trade name, trademark, service mark, symbol or any other identification or abbreviation, contraction or simulation thereof owned by Garmin or any of its Affiliates without the prior written consent of Garmin.

## 19. INFORMATION AND DATA SECURITY

- (a) Supplier shall employ all appropriate legal, organizational and technical measures to protect all data and Confidential Information provided by Garmin to Supplier ("Garmin Confidential Data"). Supplier shall implement and maintain a written information security program, including appropriate policies, procedures and risk assessments, and shall provide a copy of Supplier's current data security policies upon Garmin's request. Supplier shall implement administrative, physical and technical safeguards to protect Garmin Confidential Data from unauthorized access, acquisition or disclosure; destruction, alteration, accidental loss, misuse or damage, and any other security procedures that may be issued by Garmin to Supplier from time to time.
- (b) Supplier shall notify Garmin within 48 hours after Supplier discovers or has reason to believe that any person or entity has breached or attempted to breach Supplier's security measures, or has gained unauthorized access to Garmin Confidential Data. Following any such breach, Supplier shall (i) investigate, remediate and mitigate the effects of the breach, and (ii) provide Garmin with assurances satisfactory to Garmin that the same or similar breach will not recur. At Garmin's request, Supplier shall at its sole cost and expense, undertake all necessary remedial actions.
- (c) If Supplier supplies to Garmin any goods (including, without limitation, software) that include (i) executable files, whether delivered separately as software or within the provided goods and/or (ii) pre-compiled binary files (such as libraries or similar resources used to create executable files), which are intended for use within or in conjunction with Garmin products, Supplier shall, at the Supplier's sole expense no additional expense to Garmin, (i) conduct, or shall engage a third party to conduct, periodic assessments of the cyber security vulnerabilities of such Supplier software and report to Garmin the results of any such assessments, and (ii) provide all necessary bug fixes, patches or updates for any deficiencies or defects relating to cyber security vulnerabilities known to Supplier or discovered through penetration testing conducted by Supplier, Garmin or any third party by or on behalf of Supplier or Garmin. Garmin reserves the right to reverse engineer goods supplied by Supplier solely for the purpose of and limited specifically to testing goods for deficiencies or defects related to cyber security vulnerabilities, and Supplier hereby consents to such reverse engineering.

## 20. IMPORTED GOODS

- (a) Supplier shall provide to Garmin a "pre-alert" notice containing all information and documentation needed to affect customs entry into each country into which the goods are to be imported, except information within the exclusive possession of Garmin. When Garmin has provided Supplier with information on the tariff classification, rate of duty, value of the imported articles, commodity description or any other related statements, such information shall appear accurately on the customs/commercial invoice. Supplier shall provide such documentation and other assistance as Garmin may request to allow Garmin to claim drawback of duties and taxes on purchased goods or articles manufactured from purchased goods. Supplier shall accurately indicate the Country of Origin of the goods purchased hereunder on the customs/commercial invoice and other applicable documentation. When requested by Garmin, Supplier shall execute such documents as may be necessary to allow Garmin to claim duty preference under any and all applicable programs. Supplier warrants that all transfers of goods and data received from Garmin will be conducted in compliance with applicable requirements of the United States, Canada and/or other governments with jurisdiction over any goods or technical data supplied by Garmin in connection with this order.
- (b) Supplier shall coordinate with Garmin to ensure the accurate and timely filing of the Importer Security Filing (ISF) required data elements, a minimum of 24 hours prior to loading ocean freight destined for the United States.
- (c) Supplier represents, warrants and covenants that it has reviewed, or will review, its supply chain security procedures and that these procedures and their implementation are, or will be at the time of any shipment, in accordance with the criteria set forth by the Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the U.S. Bureau of Customs and Border Protection or an Authorized Economic Operator ("AEO"). Specifically, Supplier warrants that it is: (i) applying C-TPAT-prescribed (or AEO-prescribed, if applicable) inspection methods prior to loading of the transport conveyance; (ii) maintaining secure control over its loaded and empty transport conveyances; (iii) controlling and applying certified high security seals for securing transport conveyance doors; and (iv) ensuring that its suppliers and/or business partners are observing the criteria set forth by C-TPAT. Supplier further represents, warrants and covenants that it has developed and implemented, or will develop and implement, procedures for periodically reviewing and if necessary, improving its supply chain security procedures. Specifically, Supplier agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure conformity with C-TPAT and AEO standards. Supplier agrees to share with Garmin the results of such annual audits and agrees to prepare and submit to Garmin a report on the corrective actions taken in response thereto. In the event Supplier fails to take an appropriate corrective action, Garmin may, but is not required to, terminate the Terms and Conditions. If Supplier is enrolled in any supply chain security accredited programs, such as C-TPAT, AEO or other similar programs that may exist in the country of Supplier, then Supplier shall provide Garmin with documentary evidence of such enrollment(s).

## **21. EXPORT AUTHORIZATION REGULATION (EAR) / INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)**

- (a) Supplier hereby represents, warrants and covenants that it will NOT provide Garmin any goods, services, software, technology or information, in any format, subject to the following export controls (collectively, "Controlled Items") without first obtaining the prior written approval from Garmin:
  - (i) Commerce Control List (CCL) (controlled for any reason beyond AT);
  - (ii) United States Munitions List (USML); or
  - (iii) Wassenaar Arrangement Dual-Use Goods and Technologies and Munitions Lists.
- (b) Supplier further represents, warrants and covenants that it has applied the provisions of each of the above export controls to the best of its capabilities for each item it supplies to Garmin; which includes whether each item is (i) specifically designed, modified, adapted, or configured for military application, and/or (ii) subject to subsections a(i), a(ii) or a(iii) above. For each such item that Supplier does not manufacture, Supplier represents, warrants and covenants that it has made inquiry to the original manufacturer of each such item about the export controls, including design intent, for the item(s) as part of its analysis. Supplier acknowledges and understands the control requirements in subsections a(i), a(ii) and a(iii) above extend to designs (drafted and finalized), bills of material, parts, components, sub-systems, systems, integrated circuits, software code (object and source code), models, mockups, equipment, parts, services, proposals, and/or requests for product modifications. Based upon Supplier's analysis, it will NOT provide Garmin any Controlled Items, in any manner; including release or delivery to Garmin by means of: face-to-face discussions, telephone conversations, e-mails, granting of electronic access to information, sharing of servers, correspondence, memoranda, responses to solicitations, demonstrations, release of software and/or technology, and physical delivery of an item to Garmin without first obtaining the prior written approval from Garmin.

## **22. MUTUAL INDEMNIFICATION**

- (a) Each party (an "Indemnifying Party") shall indemnify and hold harmless the other party, its Affiliates and their respective agents, directors and employees (collectively, an "Indemnified Party") from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or in connection with (i) an allegation that the products provided by an Indemnifying Party, including the goods provided by Supplier and the systems provided by Garmin to its customers, infringe or misappropriate any Intellectual Property Rights of a third party (each an "IP Claim") and/or (ii) acts or omissions of an Indemnifying Party, its Affiliates and their respective agents, directors, employees and contractors, provided, however, that an Indemnifying Party shall not be responsible for claims, damages, losses and expenses caused by the acts or omissions of an Indemnified Party and its contractors.
- (b) If the goods provided by Supplier are subject to an IP Claim, Supplier shall promptly (at Supplier's sole expense):
  - (i) modify said goods or any part thereof to avoid infringement of any patent or other intellectual property or proprietary interest;
  - (ii) replace said goods or any part thereof with goods which do not infringe or violate any said patent or other intellectual property or proprietary interest; or
  - (iii) remove said goods or any part thereof and refund any compensation paid to Supplier and pay to Garmin any transportation costs and expenses that may have been paid or incurred by Garmin in connection with the goods or any part thereof so removed.

## **23. INSURANCE**

Supplier shall, at its own expense, maintain and carry all necessary insurance coverage, including comprehensive general liability, products liability, product recall insurance, public liability, and workers' compensation coverages, in an amount appropriate for its business and necessary to fulfill its obligations hereunder with an insurance company having an A.M. Best rating of "A" or higher. Upon Garmin's request, Supplier shall provide to Garmin a certificate of such insurance (including any new or amended certificates of insurance).

## **24. TERMINATION**

- (a) Garmin may, for its sole convenience and without necessity of proof of default by Supplier, upon written notice to Supplier, terminate the purchase order in full or any or all outstanding orders hereunder. Upon receipt of such notice, Supplier shall immediately stop all work on any orders already placed and shall immediately terminate orders and sub-contracts arising thereunder. Garmin will pay for custom finished goods that were produced within the agreed upon lead time and cannot be sold to another customer.
- (b) Garmin can also terminate the Terms and Conditions immediately if Supplier breaches any of them. In the event of such a termination, in addition to any other remedies provided herein, at law or in equity, Garmin may also, but is not required to, immediately terminate any individual order or the entire purchase order(s).

## **25. GOVERNING LAW**

The Terms and Conditions shall be deemed to be made in the state, province or territory from which the purchase order originates and shall in all respects be construed and governed by the laws of that state without giving effect to any conflict of laws principles of such state, province or territory. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms and Conditions or to any purchase order made pursuant to the Terms and Conditions. Supplier hereby submits to the jurisdiction of the state and federal courts located in the State of Kansas for the purpose of all legal proceedings relating in any way to the Terms and Conditions, and if jurisdiction is in the courts of the State of Kansas, Supplier consents to venue exclusively in Johnson County.

## **26. MISCELLANEOUS**

- (a) The waiver of any term, condition, or provision hereof shall not be construed to be a waiver of any other such term, condition, or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition, or provision.
- (b) Supplier shall not assign, either voluntarily or by operation of law, its rights or obligations under the Terms and Conditions without the prior written consent of Garmin, which may not be unreasonably withheld, and any such assignment shall be void.
- (c) Garmin shall have no obligation to place purchase orders with Supplier beyond the specific goods described in the purchase order, which decision shall be in Garmin's sole discretion.
- (d) A third party who is not a party to the Terms and Conditions has no right to enforce any term of the Terms and Conditions against Garmin.
- (e) All claims for money due or to become due, from Garmin shall be subject to deduction or set off by Garmin by reason of any claim arising out of this or any other transaction with Supplier.
- (f) If any term of the Terms and Conditions is not enforceable under governing law, the remaining terms shall be enforceable unless the invalidated term goes to the heart of the transaction, in which case Garmin reserves the right to cancel or terminate an individual order or the purchase order.
- (g) In the event of any conflict among the requirements of the Terms and Conditions, the provision requiring the highest standard for the work of Supplier shall govern.
- (h) Stenographic and clerical errors, whether in mathematical computations or otherwise made by Garmin on the Terms and Conditions, purchase order, or any other forms delivered to Supplier, shall be subject to correction.
- (i) Any modification hereof, to be valid, must be in writing and executed by both parties.
- (j) The headings in the Terms and Conditions are inserted solely for convenience and are not intended to serve as the basis for interpretation or construction of the terms and conditions contained herein.
- (k) The parties have agreed that the language of the Terms and Conditions and all communication between them, including dispute resolution, shall be English.

## ATTACHMENT A

### DEFINITIONS

The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined, even if not so noted below).

1. "Affiliates" means (i) a parent company (if any) that owns, directly or indirectly, a majority of either Garmin or Supplier and (ii) any other company that is majority-owned, directly or indirectly, by Garmin or Supplier.
2. "Background Intellectual Property Rights" means Garmin's Intellectual Property or Supplier's Intellectual Property, as applicable, except for any Foreground Intellectual Property Rights.
3. "Bill of Materials" means the raw materials, sub-assemblies, intermediate assemblies, sub-components, components and the quantities of each needed to manufacture goods.
4. "Confidential Information" means all know-how, designs, drawings, pricing information, specifications, and other information, whether or not reduced to writing, relating to the design, manufacture, use and service of any products of Garmin as well as any other information relating to the business of Garmin that may be divulged to Supplier that is not generally known to the public, including without limitation all Garmin Property.
5. "EOL" means an 'end of life' or a discontinuation event of production or supply of good(s) by Supplier.
6. "EOL Notice" means a notification sent by Supplier to Garmin relating to an EOL event for goods.
7. "Force Majeure Event(s)" means (i) acts of God; (ii) flood, fire, earthquake, epidemic, pandemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, mandate, law, or actions; (v) embargoes or blockades in effect on or after the date of the purchase order; (vi) national or regional emergency (including public health emergency); and (vii) strikes, labor stoppages or slowdowns or other industrial disturbances. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Supplier's supplies or reserves or any other supplies or materials of Supplier or its suppliers shall not be regarded as a Force Majeure Event.
8. "Foreground Intellectual Property Rights" means Intellectual Property Rights developed with respect to, or for incorporation into, the goods, that are developed by either party, directly or indirectly, during the design or manufacture of goods in connection with the Terms and Conditions.
9. "Government Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.
10. "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (d) trade secrets; (e) internet domain names; and (f) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.
11. "Longevity Period" means a period of 25 years, beginning on the issuance of the first production-phase purchase order from Garmin to purchase goods from Supplier.
12. "MRP" means Garmin's computer driven material requirements planning system that will show forecasted material supply and demand.
13. "PCN" means a 'product or process change notification' sent by Supplier to Garmin.
14. "Product Change" means, with respect to any good(s), any change or modification to: (i) the Bill of Materials, (i) design (hardware or software), (iii) packaging, (iv) tooling, (v) manufacturing process, (vi) manufacturing location, or (vi) subcontracted third-party supplier(s) (to the extent such subcontracting is permitted by Garmin).
15. "Schedule Share" means a weekly and monthly rolling forecast derived from Garmin's "MRP" the day the forecast is issued by Garmin to Supplier for supply of one or more goods under the Terms and Conditions.
16. "SCN" means a Supplier change notice.
17. "SQA" means software quality assurance.
18. "Terms and Conditions" means the applicable purchase order issued by Garmin, the Garmin Supplier Code of Conduct ([FRM-0560](#)), Supplemental Terms for Jurisdictions Other than North America ([FRM-0926](#)) (if applicable) and Garmin Supplier Expectations ([FRM-0307](#)), all of which are available at <https://www.garmin.com/suppliers/>, and these Garmin General Automotive Original Equipment Manufacturer (AOEM) General Terms and Conditions of Purchase.

## ATTACHMENT B

### QUALITY REQUIREMENTS

Supplier shall establish and maintain a formal quality program and comply with the requirements stated below:

1. Supplier shall ensure that all goods comply with the latest automotive standards, specifications and qualifications in compliance with ISO9001 and IATF16949 automotive industry standards applicable to the goods and provide Garmin with valid certification to the applicable industry standards.
2. For goods that include software, Supplier shall implement and maintain an adequate written software quality assurance ("SQA") process to ensure that the necessary processes are followed and the resulting software is free from any anomalies or defects. The SQA process shall encompass the entire software development process and include software requirements, design, coding, code reviews, source code control, software configuration management, testing, release management and software integration. As a part of the SQA process, Supplier represents and warrants that Supplier has assessed the development of its software and goods on a regular basis, which shall be no less often than every 12 months, by qualified personnel using appropriate methods (e.g., based on the Automotive SPICE® PRM/PAM). Supplier shall store these assessments, including the resulting information, results and findings, for at least 10 years after delivery of the goods (or software) and provide the assessments to Garmin upon request. Supplier agrees to promptly resolve any deficiencies identified or uncovered by these assessments to avoid any impact of those deficiencies on Garmin or its automotive customers at all times.
3. Maintain quality and traceability records down to raw materials for a period of 15 years from the date of last supply. Lot based traceability data must be attached to the shipping enclosures of all raw materials and finished goods in a machine-readable format. Upon request, Supplier shall provide test equipment and qualification plans.
4. For serialized items, all documents shall be traceable to the item serial number.
5. Supplier shall control all welding, soldering, finishing, plating or other special processes in accordance with the requirements and specifications referenced by or included in the Terms and Conditions.
6. Supplier shall fully comply with the drawings, specifications, test procedures, standards and other requirements of the Terms and Conditions, if applicable. It is the responsibility of Supplier to ensure that only goods conforming to the Garmin-approved applicable design data are delivered to Garmin.
7. If Supplier identifies or becomes aware of the existence of a good which is not in conformance with Garmin's specifications and applicable design data for such good, Supplier shall contact Garmin to request engineering review/disposition of the discrepancy. Supplier shall maintain a system for:
  - (a) Identification of defects in goods already manufactured;
  - (b) Tracing of such goods to purchasers;
  - (c) Promptly repairing or replacing any goods subject to a recall (as required by Supplier, as mandated by a Government Authority, or as part of a voluntarily recall by Garmin of Garmin products in connection with any goods) such that any supply delays incurred by the recall are minimized;
  - (d) Prompt advice to purchasers of discovered and/or repeat defects, along with a 4D Report and 8D Report according to the following timing schedule:
    - (i) For safety-related defects:
      - From complaint report to delivery of 4D report: 1 business day.
      - From complaint report to delivery of 8D report: 7 business days.
    - (ii) For function-related defects:
      - From complaint report to delivery of 4D report: 1 business day.
      - From complaint report to delivery of 8D report: 15 business days.
8. Supplier shall at all times maintain safety stock and to maintain sufficient safety stock as defined by Garmin to meet any order of goods forecasted by Garmin (as provided to Supplier via schedule share or otherwise) for the period corresponding to such order.
9. Supplier shall follow Advanced Product Quality Planning (APQP) guidelines and shall provide to Garmin full Production Part Approval Process (PPAP) documentation for all goods sold by Supplier to Garmin; provided, however, that Supplier may provide only the cover page of the applicable PPAP packet to Garmin if approved in writing by Garmin.
10. If the goods are semiconductor products, the following requirements shall apply:
  - (a) Supplier shall ensure that all goods comply with the latest automotive standards, specifications and qualifications published by the Automotive Electronics Council (AEC), including a zero-defect strategy based on AECQ-004, as well as ISO9001 and IATF16949 automotive industry standards applicable to the goods (and provide Garmin with valid certification to the applicable industry standards);
  - (b) Supplier will provide information relating to milestones (such as one or more AEC-Q qualifications) and completion dates for sample phases, sometimes referred to as Engineering Samples (ES), Customer Samples (CS) and Mass Production (MP), including TapeOut, WaferOut and Assembly Out dates;

- (c) Supplier shall perform testing and fulfill test coverage based on AECQ-007 and system level tests must be performed for system-on-a-chip (SoC) products to increase the test coverage;
- (d) Supplier shall send detailed information about the fabrication or sub-supplier fabrication strategy, frontend and backend locations, and lead time information based on a Garmin Request for Information (RFI). Also, complete PPAP compliance and information includes, but is not limited to, data sheets that will provide electrical specifications, package drawings with dimensions, Engineering Change Documents, Customer Engineering Approval, Design Failure Mode Effects Analysis (DFMEA), process flow diagrams, Process Failure Mode Effects Analysis (PFMEA), Control Plan, and Part Submission Warrant;
- (e) Supplier must have performed appropriate automotive qualification based on (but not limited to) AECQ-10x and AECQ-200 respectively (and can provide Garmin qualification reports upon request); and
- (f) Supplier must establish a safe launch procedure to minimize risks at the Mass Production ramp-up phase for all newly developed products.

11. Garmin shall not be bound by Supplier's determinations under any positive recall system, and the final determination of conformance shall be in the sole discretion of Garmin. Supplier shall immediately upon Supplier's discovery report to Garmin any goods found to be non-conforming subsequent to delivery to Garmin.

12. All goods, including any components of goods, that are rejected by either Garmin or Supplier shall be immediately destroyed and in no instances shall such rejected goods, or any components of such goods, be sold or otherwise distributed to third parties. The parties agree that Supplier's failure to comply with this Section 12 shall be deemed Supplier's default in a material term or condition of the Terms and Conditions.

13. Supplier shall, upon request, promptly provide a copy of Supplier's current quality control manual to Garmin.

14. Supplier agrees that, upon reasonable notice to Supplier and during regular business hours, Garmin, Garmin's customers and governmental entities shall have the right to inspect any and all of the goods (at a manufacturing or shipping facility of Supplier), SQA process assessments, and other quality records maintained pursuant to this Section 14 at Supplier's plant, at Supplier's suppliers' plants, or upon Garmin's receipt of such goods, at Garmin's election, which right shall be exercisable notwithstanding Garmin having paid for the goods prior to inspection. In the event any surveillance inspection or test is made by Garmin, Garmin's customer or Governmental Authority, Supplier shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of the inspector(s) in the performance of their duties. Garmin, by reason of its inspection of goods or failure to inspect goods, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefore or to have waived any of Garmin's rights or remedies arising by virtue of such defects or non-conformance.

15. Supplier and its suppliers shall be required to use any of Garmin's customer-required special processes, controlled sources or key characteristics specified by Garmin in the Terms and Conditions.

16. Supplier shall provide written notification prior to any change in manufacturing location or sub-contracted third-party suppliers in order to allow sufficient time for Garmin to prepare and conduct evaluations as necessary.

17. Supplier shall obtain authorization from Garmin prior to shipping any solderable components in excess of 2 years old. Depending on the type of goods and storage conditions, Garmin may, in its sole discretion, require Supplier to pre-test solderability of the goods to IPC/EIA/JEDEC J-STD-002B, Procedure 4.2, Test A and Test B. Material with shelf-life requirements must have greater than 50% of shelf life remaining when shipped to Garmin.

18. Supplier represents and warrants that it has policies and procedures in place to ensure none of the goods, supplies or materials furnished to Garmin are Suspect/Counterfeit Parts and Supplier to the best of its knowledge and belief that no such parts have been or are being furnished to Garmin. "Suspect/Counterfeit Parts" are parts that may be of new manufacture but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. Suspect/Counterfeit Parts also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by a Governmental Authority. If Garmin reasonably determines that Supplier has supplied Suspect/Counterfeit Parts to Garmin, Garmin shall promptly notify Supplier and Supplier shall immediately replace the Suspect/Counterfeit Parts with parts acceptable to Garmin. Notwithstanding any other provisions contained herein, Supplier shall be liable for all costs incurred by Garmin to remove and replace the Suspect/Counterfeit Parts, including without limitation Garmin's external and internal costs of removing such Suspect/Counterfeit Parts, reinserting replacement parts, and of any testing necessitated by the reinstallation of Supplier's goods after Suspect/Counterfeit Parts have been exchanged.

19. If Supplier receives a change in status to an active certificate(s) that was provided to Garmin as part of the Garmin Supplier Risk Assessment (FRM-0006, which is available at <https://www.garmin.com/suppliers/>), Supplier is required to provide written notice to Garmin within 5 business days of the change. If Supplier fails to inform Garmin that they have a change of status to active certificates, it may result in Garmin charging back Supplier for any material and costs incurred due to the change in status.

20. With respect to any calibrated equipment or calibration services sold and/or provided to Garmin, Supplier shall provide Garmin a calibration certificate that includes, at a minimum, the following: (i) equipment description including manufacturer, model number, and serial number; (ii) calibration date; (iii) description of technical procedure(s) used; and (iv) traceability to the U.S. National Institute of Standards and Technology (NIST) or other internationally recognized

standards organization. Supplier shall ensure that any calibration services provided to Garmin are performed using adequate technical procedures by adequately trained personnel and in adequate environmental conditions.

21. Supplier shall inform its employees, agents, suppliers and representatives of:

- (a) their contribution to product conformity; and
- (b) their contribution to product safety.

22. Supplier shall supply outbound quality inspection reports for all shipments.

23. Supplier is responsible for the execution and shall execute the requalification of its suppliers and sub-suppliers according to the most recent IATF16949 requirements.