

**Rev 011 DATE : Jan 31, 2020**

**NYX GLOBAL TOOL ORDER TERMS AND CONDITIONS**

1

All Tools will require complete Color Scan with over lays to part CAD and Tool CAD of core, cavity , all critical features , datum features for Both parts and Mold respectively as requested by customer before shipping the Tool from Tooling Supplier

2

All molds to include (3) try outs with 50 pcs per try out including any shipping costs

3

6 Shots OF PARTS WITH AIR DELIVERY INCLUDED - FREE

4

Initial mold flow with fill, pack and deflection analysis at expert level

5

All molds must be accompanied by expert level mold flow analysis including cool and warp.

6

Tool shop/tooling support required in attendance at NYX plant for the 8 hour validation run, or at least tool shop support at the 1<sup>st</sup> inhouse tryout and until issues are closed.

7

Tooling Support Requirements:

8

Tool Shops able to support production validation ( toolmakers and program managers on site for N.A. try outs )

9

Suppliers on sight to participate in all dimensional and Appearance approval validations ( pre and post grain )

10

Suppliers on sight to participate in grain approval, scribe lines in tooling, assembly, logistics and re assembly during grain process.

11

Mold book

12

Updated Tool CAD for each engineering level of part

13

ENHANCED VALIDATION REQUIREMENTS -- SEE NYXTOOLING STANDARDS FOR DETAILS

14

SEE DFM REQUIREMENTS ATTACHED

15

**9\_20 TERMS- LCC WITH NO LANDING RESPONSIBILITY PO TERMS**

1. NEED TO USE TOOL STEEL, ALUMINIUM etc. MUST BE FROM OEM CUSTOMER APPROVED SOURCES.

2. PRICE INCLUDES ONE TIME TOOL SHIPMENT TO DAP
  - a. USA
  - b. OR CANADA
  - c. OR MEXICOAND WILL BE CLARIFIED ON THE PO.
3. TOOL/PARTS MUST BE VALIDATED WITH AS MANY TRYOUTS NEEDED TO PRODUCE QUALITY PRODUCTS TO THE CUSTOMER DATA AND MEET NYX REQUIREMENTS.
4. IMPROVEMENTS AND COST ITEMS MUST BE COMMUNICATED TO NYX TOOLING ENGINEER ONLY AND NYX ONLY TO MANAGE THE SAME WITH FINAL OEM CUSTOMER.
5. URGENT RFQ'S MUST BE RESPONDED WITH IN 24 HOURS WITH BASIC:
  - 1) FEASIBILITY
  - 2) COST AND TIMING.NORMAL RFQ RESPONSE NEEDS TO BE WITHING 48 HRS.
6. A COST PENALTY WILL BE APPLIED FOR
  - MISSING TIMING ON MAJOR MILESTONE DATES.,
  - FAILED TRIALS ATTRIBUTED TO BAD TOOL QUALITY, INCOMPLETE TOOLS, POOR WORKMANSHIP/ CRAFTMANSHI AFFECTING THE TOOL PERFORMANCE
7. COLOR SCAN REPORTS WITH OVERLAYS TO PART CAD AND TOOL CAD FOR CORE, CAVITY, ALL DATUM FEATURES AND LOCATIONS CRITICAL FEATURE DIMENSIONS AND ADDITIONAL DETAILS AS REQUIRED BY FINAL CUSTOMER (OEM ) AND / OR NYX ON CRITICAL DIMENSIONS AS STATED BY NYX TEAM.
8. THREE (3) TRYOUTS INCLUDED (EXCLDING TRYOUTS TO CLOSE FUNCTIONAL, DIMENSIONAL, APPEARANCE PROBLEMS AND OTHER ISSUES (EXCLUDING CUSTOMER DRIVEN CHANGES).
9. EXCEPTIONS NEED TO BE NOTED DURING THE TOOL AND PART DESIGN REVIEW PROCESS. AND WRITTEN REPORT TO BE SUBIMMITED TO NYX INC. TOOLING ENGINEER

10. TOOLING SUPPLIER TO PROVIDE COLOR SCAN REPORTS WITH OVERLAYS TO PART CAD AND TOOL CAD FOR THE STEEL- TOOL

FOR BOTH CORE AND CAVITY ,

DETAIL REPORT FOR ALL DATUM FEATURES AND LOCATIONS ANLONG WITH THE ROAD MAP AND FURTHER FOR CRITICAL DIMENSIONS AND ADDITIONAL DETAILS AS REQUIRED BY FINAL CUSTOMER (OEM ) AND AS REQUIRED PER NYX.

TOOL SHOP WILL MAINTAIN ALL RELEVANT TOOL DESIGN, TOOL MANUFACTURING AND TOOL INSPECTION DOCUMENTS, HEAT TREATMENT DATA , CAD DATA AND OTHER WRITTEN INFORMATION FOR THE LIFE OF

PROGRAM AND PROVIDE NYX AND ELECTRONIC COPY OF SAME WHEN REQUESTED BEFORE FINAL COMPLETION OF TOOL IS APPROVED FOR PAYMENTS.

11. EACH TOOL TO HAVE A FOLDER WITH TIMING STATUS, MANIFOLD, PROGRAM MANAGEMENT AND OTHER DOCUMENTS (PLEASE REFER TO NYX TOOLING STANDARDS).

12. TOOL CAD MUST BE UPDATED FOR EVERY CHANGE AND FILE SENT TO NYX INC. TOOLING ENGINEER. FINAL PAYMENT WILL ONLY BE MADE AFTER COMPLETE AND CORRECT AND UPDATED TOOL DATA IS RECEIVED FOR EVERY CHANGE.

13. 8 HOURS OF UNINTRUPTED CONTINOUS PRODUCTION RUN AT NYX HOME LINE PRESS WITHOUT TOOLING RELATED DEFECTS REQUIRED PRIOR COMPLETE MOLDING TOOL AND/ OR SECONDARY TOOLING APPROVAL.

(Tool shop/tooling support required in attendance at NYX plant for the 8-hour validation run)

14. TOOLS WILL INCLUDE MOLD PROTECTION (SENSORS), PRESSURE SENSOR SLOTS.

15. SOFT GATES INCLUDED FOR THE MOLD (AFTER REVIEW, SOME OF THE GATES MIGHT BE OMITTED). WRITTEN APPROVAL FROM NYX INC. TOOLING ENGINEER IS REQUIRED FOR DEVIATION.

16. TOOL SHOP WILL BE RESPONSIBLE FOR THE COST OF ANY TOOL MODIFICATION & FINE TUNING THAT MIGHT BE REQUIRED TO MEET CUSTOMER REQUIREMENTS AND

PRODUCTION VALIDATION IN HOME LINE PRESS TO ACHIEVE THE TARGETED CYCLE TIME AT NYX IN NORTH AMERICA

17. TOOL SHOP WILL BE RESPONSIBLE FOR ALL TOOLING VALIDATIONS AS FOLLOWS:

DFM, TOOL COOL & WARP ANALYSIS, PRODUCT DESIGN FEASIBILITY.

ON TIME FIRST SHOTS (T0,T1,T2) OR AS MANY AS NEEDED TO CLOSE ALL OPEN TOOL PERFORMANCE AND OR PRODUCT QUALITY RELATED ISSUES

19. PAYMENT TERMS - refer the TO for applicable payment terms

NOTE : ALL REQUIREMENTS STATED IN THIS PO AND THE TOOLING STANDARDS MUST BE MET FOR FINAL PAYEMENT TO BE MADE.

20. FOR ANY COMMERCIAL ISSUE THE TOOL SHOP WILL TREAT EACH JOB# AND ITS PO AS A SEPARATE CONTRACT AND WILL NOT COMBINE OR AFFECT WITH ANY OTHER OPEN COMMERCIAL ISSUE.

21. 150 PART COST AND DELIVERY OF PARTS COST (SEA DELIVERY) IS INCLUDED IN THIS PO PER RFQ.

22. THERE WILL AN EXPERIENCED PROGRAM MANAGER ASSIGNED BY TOOL SHOP TO EACH TOOL RIGHT FROM THE START OF FEASIBILITY STUDIES TO VALIDATION IN LCC OR OTHER REGION.

IF THIS SERVICE IS LACKING A COST PENALTY WILL BE ISSUED BACK TO THE TOOL SHOP. AND SHALL BE SETTLED BEFORE FINAL PAYMENT IS RELEASED

23. IF ANY PART OF TOOL DESIGN IS DONE BY NYX; THE TOOL SHOP WILL REIMBURSE NYX 100% OF THE COST OF THIS SERVICE AND THE TOOL PO WILL BE ADJUSTED BY THIS AMOUNT.

24. NYX TOOLING STANDARDS ARE THE KEY DOCUMENT FOR TOOL STANDARDS ANY DEVIATIONS TO THIS MUST BE APPROVED IN WRITING BY THE NYX TOOLING ENGINEER.

25. TIMING MILE STONES WILL BE DETAILED IN THE TO/PO FOR THE TOOL/MOLD IN ORDER

26. WHERE TOOL IS SUPPLIED BY TOOLSHOP THAT DOES NOT MEET THE QUALITY, DELIVERY REQUIREMENTS FOR NYX AND THERE ARE RESULTING COSTS FOR COSTS FOR BANK BUILDS, SAFETY BANKS OR ANY OTHER DAMAGES INCURRED BY NYX THESE COSTS WILL BE CHARGED TO TOOL SHOP

## **TOOL SHOP WITH FOB NYX CONTRACT AND/OR LCC WITH LANDING RESPONSIBILITY PO TERMS**

1. NEED TO USE TOOL STEEL, ALUMINIUM etc. MUST BE FROM OEM CUSTOMER APPROVED SOURCES.
2. PRICE INCLUDES ONE TIME TOOL SHIPMENT TO NYX FACILITY. TOOL MUST BE VALIDATED ONE TIME OUTSIDE (IN NORTH AMERICA) AFTER LANDING FROM LCC OR ANOTHER REGION.  
IF ISSUES EXIST THEY MUST BE CLOSED AND TRIED FOR VALIDATION AT TOOL SHOP COST.
3. TOOL/PARTS MUST BE VALIDATED WITH AS MANY TRYOUTS NEEDED TO PRODUCE QUALITY PRODUCTS TO THE CUSTOMER DATA AND MEET NYX REQUIREMENTS.
4. IMPROVEMENTS AND COST ITEMS MUST BE COMMUNICATED TO NYX TOOLING ENGINEER ONLY AND NYX ONLY TO MANAGE THE SAME WITH FINAL OEM CUSTOMER.

5. URGENT RFQ'S MUST BE RESPONDED WITH IN 24 HOURS WITH BASIC:

1) FEASIBILITY

2) COST AND TIMING.

NORMAL RFQ RESPONSE NEEDS TO BE WITHING 48 HRS.

6. A COST PENALTY WILL BE APPLIED FOR

- MISSING TIMING ON MAJOR MILESTONE DATES.,

- FAILED TRIALS ATTRIBUTED TO BAD TOOL QUALITY, INCOMPLETE TOOLS, POOR WORKMANSHIP/ CRAFTMANSHI AFFECTING THE TOOL PERFORMANCE

7. COLOR SCAN REPORTS WITH OVERLAYS TO PART CAD AND TOOL CAD FOR CORE, CAVITY, ALL DATUM FEATURES AND LOCATIONS CRITICAL FEATURE DIMENSIONS AND ADDITIONAL DETAILS AS REQUIRED BY FINAL CUSTOMER (OEM ) AND / OR NYX ON CRITICAL DIMENSIONS AS STATED BY NYX TEAM.

8. THREE (3) TRYOUTS INCLUDED (EXCLDING TRYOUTS TO CLOSE FUNCTIONAL, DIMENSIONAL, APPEARANCE PROBLEMS AND OTHER ISSUES (EXCLUDING CUSTOMER DRIVEN CHANGES).

9. EXCEPTIONS NEED TO BE NOTED DURING THE TOOL AND PART DESIGN REVIEW PROCESS. AND WRITTEN REPORT TO BE SUBIMMITTED TO NYX INC. TOOLING ENGINEER

10. TOOLING SUPPLIER TO PROVIDE COLOR SCAN REPORTS WITH OVERLAYS TO PART CAD AND TOOL CAD FOR THE STEEL- TOOL

FOR BOTH CORE AND CAVITY ,

DETAIL REPORT FOR ALL DATUM FEATURES AND LOCATIONS ANLONG WITH THE ROAD MAP

AND FURTHER FOR CRITICAL DIMENSIONS AND ADDITIONAL DETAILS AS REQUIRED BY FINAL CUSTOMER (OEM ) AND AS REQUIRED PER NYX.

TOOL SHOP WILL MAINTAIN ALL RELEVANT TOOL DESIGN, TOOL MANUFACTURING AND TOOL INSPECTION DOCUMENTS, HEAT TREATMENT DATA , CAD DATA AND OTHER WRITTEN INFORMATION FOR THE LIFE OF

PROGRAM AND PROVIDE NYX AND ELECTRONIC COPY OF SAME WHEN REQUESTED BEFORE FINAL COMPLETION OF TOOL IS APPROVED FOR PAYMENTS.

11. EACH TOOL TO HAVE A FOLDER WITH TIMING STATUS, MANIFOLD, PROGRAM MANAGEMENT AND OTHER DOCUMENTS (PLEASE REFER TO NYX TOOLING STANDARDS).

12. TOOL CAD MUST BE UPDATED FOR EVERY CHANGE AND FILE SENT TO NYX INC. TOOLING ENGINEER. FINAL PAYMENT WILL ONLY BE MADE AFTER COMPLETE AND CORRECT AND UPDATED TOOL DATA IS RECEIVED FOR EVERY CHANGE.

13. 8 HOURS OF UNINTRUPTED CONTINOUS PRODUCTION RUN AT NYX HOME LINE PRESS WITHOUT TOOLING RELATED DEFECTS REQUIRED PRIOR COMPLETE MOLDING TOOL AND/ OR SECONDARY TOOLING APPROVAL.

(Tool shop/tooling support required in attendance at NYX plant for the 8-hour validation run)

14. TOOLS WILL INCLUDE MOLD PROTECTION (SENSORS), PRESSURE SENSOR SLOTS.

15. SOFT GATES INCLUDED FOR THE MOLD (AFTER REVIEW, SOME OF THE GATES MIGHT BE OMITTED). WRITTEN APPROVAL FROM NYX INC. TOOLING ENGINEER IS REQUIRED FOR DEVIATION.

16. TOOL SHOP WILL BE RESPONSIBLE FOR THE COST OF ANY TOOL MODIFICATION & FINE TUNING THAT MIGHT BE REQUIRED TO MEET CUSTOMER REQUIREMENTS AND PRODUCTION VALIDATION IN HOME LINE PRESS TO ACHIEVE THE TARGETED CYCLE TIME AT NYX IN NORTH AMERICA.

18. WHERE TOOL SHOP IS PAID TO LAND THE TOOL:

TOOL SHOP SHOULD HAVE TOOL LANDING SOURCE READY TO SUPPORT ALL IMPROVEMENTS AND HAVE TOOLMAKER AVAILABLE AT THE PRODUCTION VALIDATION TRYOUTS.

FULL TURN KEY SERVICE IS REQUIRED FROM THE TOOL SHOP.

ANY LACK OF SERVICES PERFORMANCE WILL BE CHARGED BACK TO TOOL SHOP ON PO.

19. TOOL SHOP WILL BE RESPONSIBLE FOR ALL TOOLING VALIDATIONS AS FOLLOWS:

-DFM, TOOL COOL & WARP ANALYSIS

-ON TIME FIRST SHOTS(T0,T1,T2) OR AS MANY AS NEEDED TO COVER OPEN ISSUES

-PRE-GRAIN PRODUCTION REPRESENTATIVE PROCESS WITH THE GOAL OF OBTAINING

- PRE-GRAIN DIMENSIONAL AND APPEARANCE APPROVAL

-MANAGE PRE-GRAIN & POST-GRAIN APPEARANCE APPROVAL

-PROCESS ALL ISSUES RELATED TO TOOLING FOR PREPARATION TO PPAP

20. PAYMENT TERMS - refer the TO for applicable payment terms

NOTE : ALL REQUIREMENTS STATED IN THIS PO AND THE TOOLING STANDARDS MUST BE MET FOR FINAL PAYEMENT TO BE MADE.

21. FOR ANY COMMERCIAL ISSUE THE TOOL SHOP WILL TREAT EACH JOB# AND ITS PO AS A SEPARATE CONTRACT AND WILL NOT COMBINE OR AFFECT WITH ANY OTHER OPEN COMMERCIAL ISSUE.

22. THE PO ISSUED IS FOB NYX PLANT. ALL CHARGES THAT ARISE SUCH CHANGED TARIFFS OR FUEL SURCHARGES OR ANY OTHER CHARGES ARE A TOOL SHOP RESPONSIBILITY AND WILL NOT BE PASSED ON TO NYX INC. THE PO ISSUED BY NYX INC. IS AN ALL IN PO FOR THE TOOL FOB NYX INC. PLANT WITH COMPLETED PRODUCTION VALIDATED AND TRIAL DONE. 150 PART COST AND DELIVERY OF PARTS COST (SEA DELIVERY) IS INCLUDED IN THIS PO PER RFQ.

23. THERE WILL AN EXPERIENCED PROGRAM MANAGER ASSIGNED BY TOOL SHOP TO EACH TOOL RIGHT FROM THE START OF FEASIBILITY STUDIES TO PRODUCTION VALIDATION IN HOME LINE PRESS AND PPAP +90 DAYS. IF THIS SERVICE IS LACKING A COST PENALTY WILL BE ISSUED BACK TO THE TOOL SHOP. AND SHALL BE SETTLED BEFORE FINAL PAYMENT IS RELEASED

24. IF ANY PART OF TOOL DESIGN IS DONE BY NYX; THE TOOL SHOP WILL REIMBURSE NYX 100% OF THE COST OF THIS SERVICE AND THE TOOL PO WILL BE ADJUSTED BY THIS AMOUNT.

25. NYX TOOLING STANDARDS ARE THE KEY DOCUMENT FOR TOOL STANDARDS ANY DEVIATIONS TO THIS MUST BE APPROVED IN WRITING BY THE NYX TOOLING ENGINEER.

25. TIMING MILE STONES WILL BE DETAILED IN THE TO/PO FOR THE TOOL/MOLD IN ORDER

27. WHERE TOOL IS SUPPLIED BY TOOLSHOP THAT DOES NOT MEET THE QUALITY, DELIVERY OR PERFORMANCE REQUIREMENTS FOR NYX AND THERE ARE RESULTING COSTS INCURRED BY NYX FOR :

- a). BANK BUILDS,
- b). SAFETY BANKS OR
- c). ANY OTHER DAMAGES INCURRED OR OEM CUSTOMER LINE / BUILD STOPPAGES

ETC.

IN ALL SUCH CASES ALL SUCH COSTS WILL BE CHARGED BACK TO TOOL SHOP

## **NORTH AMERICAN/ CANADIAN TOOL SHOP WITH FOB NYX CONTRACT RESPONSIBILITY PO TERMS**

16 .1

1. NEED TO USE TOOL STEEL, ALUMINIUM etc. MUST BE FROM OEM CUSTOMER APPROVED SOURCES.
2. PRICE INCLUDES ONE TIME TOOL SHIPMENT TO NYX FACILITY. TOOL MUST BE VALIDATED ONE TIME OUTSIDE (IN NORTH AMERICA) AFTER LANDING FROM LCC OR ANOTHER REGION.  
IF ISSUES EXIST THEY MUST BE CLOSED AND TRIALED FOR VALIDATION AT TOOL SHOP COST.
3. TOOL/PARTS MUST BE VALIDATED WITH AS MANY TRYOUTS NEEDED TO PRODUCE QUALITY PRODUCTS TO THE CUSTOMER DATA AND MEET NYX REQUIREMENTS.
4. IMPROVEMENTS AND COST ITEMS MUST BE COMMUNICATED TO NYX TOOLING ENGINEER ONLY AND NYX ONLY TO MANAGE THE SAME WITH FINAL OEM CUSTOMER.
5. URGENT RFQ'S MUST BE RESPONDED WITH IN 24 HOURS WITH BASIC:

1) FEASIBILITY

2) COST AND TIMING.

NORMAL RFQ RESPONSE NEEDS TO BE WITHING 48 HRS.

6. A COST PENALTY WILL BE APPLIED FOR

- MISSING TIMING ON MAJOR MILESTONE DATES.,

- FAILED TRIALS ATTRIBUTED TO BAD TOOL QUALITY, INCOMPLETE TOOLS, POOR WORKMANSHIP/ CRAFTMANSHI AFFECTING THE TOOL PERFORMANCE

7. COLOR SCAN REPORTS WITH OVERLAYS TO PART CAD AND TOOL CAD FOR CORE, CAVITY, ALL DATUM FEATURES AND LOCATIONS CRITICAL FEATURE DIMENSIONS AND ADDITIONAL DETAILS AS REQUIRED BY FINAL CUSTOMER (OEM ) AND / OR NYX ON CRITICAL DIMENSIONS AS STATED BY NYX TEAM.

8. THREE (3) TRYOUTS INCLUDED (EXCLDING TRYOUTS TO CLOSE FUNCTIONAL, DIMENSIONAL, APPEARANCE PROBLEMS AND OTHER ISSUES (EXCLUDING CUSTOMER DRIVEN CHANGES).

9. EXCEPTIONS NEED TO BE NOTED DURING THE TOOL AND PART DESIGN REVIEW PROCESS. AND WRITTEN REPORT TO BE SUBIMMITTED TO NYX INC. TOOLING ENGINEER

10. TOOLING SUPPLIER TO PROVIDE COLOR SCAN REPORTS WITH OVERLAYS TO PART CAD AND TOOL CAD FOR THE STEEL- TOOL

FOR BOTH CORE AND CAVITY ,

DETAIL REPORT FOR ALL DATUM FEATURES AND LOCATIONS ANLONG WITH THE ROAD MAP AND FURTHER FOR CRITICAL DIMENSIONS AND ADDITIONAL DETAILS AS REQUIRED BY FINAL CUSTOMER (OEM ) AND AS REQUIRED PER NYX.

TOOL SHOP WILL MAINTAIN ALL RELEVANT TOOL DESIGN, TOOL MANUFACTURING AND TOOL INSPECTION DOCUMENTS, HEAT TREATMENT DATA , CAD DATA AND OTHER WRITTEN INFORMATION FOR THE LIFE OF

PROGRAM AND PROVIDE NYX AND ELECTRONIC COPY OF SAME WHEN REQUESTED BEFORE FINAL COMPLETION OF TOOL IS APPROVED FOR PAYMENTS.

11. EACH TOOL TO HAVE A FOLDER WITH TIMING STATUS, MANIFOLD, PROGRAM MANAGEMENT AND OTHER DOCUMENTS (PLEASE REFER TO NYX TOOLING STANDARDS).

12. TOOL CAD MUST BE UPDATED FOR EVERY CHANGE AND FILE SENT TO NYX INC. TOOLING ENGINEER. FINAL PAYMENT WILL ONLY BE MADE AFTER COMPLETE AND CORRECT AND UPDATED TOOL DATA IS RECEIVED FOR EVERY CHANGE.



13. 8 HOURS OF UNINTRUPTED CONTINOUS PRODUCTION RUN AT NYX HOME LINE PRESS WITHOUT TOOLING RELATED DEFECTS REQUIRED PRIOR COMPLETE MOLDING TOOL AND/ OR SECONDARY TOOLING APPROVAL.

(Tool shop/tooling support required in attendance at NYX plant for the 8-hour validation run)

14. TOOLS WILL INCLUDE MOLD PROTECTION (SENSORS), PRESSURE SENSOR SLOTS.

15. SOFT GATES INCLUDED FOR THE MOLD (AFTER REVIEW, SOME OF THE GATES MIGHT BE OMITTED). WRITTEN APPROVAL FROM NYX INC. TOOLING ENGINEER IS REQUIRED FOR DEVIATION.

16. TOOL SHOP WILL BE RESPONSIBLE FOR THE COST OF ANY TOOL MODIFICATION & FINE TUNING THAT MIGHT BE REQUIRED TO MEET CUSTOMER REQUIREMENTS AND PRODUCTION VALIDATION IN HOME LINE PRESS TO ACHIEVE THE TARGETED CYCLE TIME AT NYX IN NORTH AMERICA.

18. WHERE TOOL SHOP IS PAID TO LAND THE TOOL:

TOOL SHOP SHOULD HAVE TOOL LANDING SOURCE READY TO SUPPORT ALL IMPROVEMENTS AND HAVE TOOLMAKER AVAILABLE AT THE PRODUCTION VALIDATION TRYOUTS.

FULL TURN KEY SERVICE IS REQUIRED FROM THE TOOL SHOP.

ANY LACK OF SERVICES PERFORMANCE WILL BE CHARGED BACK TO TOOL SHOP ON PO.

19. TOOL SHOP WILL BE RESPONSIBLE FOR ALL TOOLING VALIDATIONS AS FOLLOWS:

-DFM, TOOL COOL & WARP ANALYSIS

-ON TIME FIRST SHOTS(T0,T1,T2) OR AS MANY AS NEEDED TO COVER OPEN ISSUES

-PRE-GRAIN PRODUCTION REPRESENTATIVE PROCESS WITH THE GOAL OF OBTAINING

- PRE-GRAIN DIMENSIONAL AND APPEARANCE APPROVAL

-MANAGE PRE-GRAIN & POST-GRAIN APPEARANCE APPROVAL

-PROCESS ALL ISSUES RELATED TO TOOLING FOR PREPARATION TO PPAP

20. PAYMENT TERMS - refer the TO for applicable payment terms

NOTE : ALL REQUIREMENTS STATED IN THIS PO AND THE TOOLING STANDARDS MUST BE MET FOR FINAL PAYEMENT TO BE MADE.

21. FOR ANY COMMERCIAL ISSUE THE TOOL SHOP WILL TREAT EACH JOB# AND ITS PO AS A SEPARATE CONTRACT AND WILL NOT COMBINE OR AFFECT WITH ANY OTHER OPEN COMMERCIAL ISSUE.

22. THE PO ISSUED IS FOB NYX PLANT. ALL CHARGES THAT ARISE SUCH CHANGED TARIFFS OR FUEL SURCHARGES OR ANY OTHER CHARGES ARE A TOOL SHOP RESPONSIBILITY AND WILL NOT BE PASSED ON TO NYX INC. THE PO ISSUED BY NYX INC. IS AN ALL IN PO FOR THE TOOL FOB NYX INC. PLANT WITH COMPLETED PRODUCTION VALIDATED AND TRIAL DONE. 150 PART COST AND DELIVERY OF PARTS COST (SEA DELIVERY) IS INCLUDED IN THIS PO PER RFQ.

23. THERE WILL AN EXPERIENCED PROGRAM MANAGER ASSIGNED BY TOOL SHOP TO EACH TOOL RIGHT FROM THE START OF FEASIBILITY STUDIES TO PRODUCTION VALIDATION IN HOME LINE PRESS AND PPAP +90 DAYS. IF THIS SERVICE IS LACKING A COST PENALTY WILL BE ISSUED BACK TO THE TOOL SHOP. AND SHALL BE SETTLED BEFORE FINAL PAYMENT IS RELEASED

24. IF ANY PART OF TOOL DESIGN IS DONE BY NYX; THE TOOL SHOP WILL REIMBURSE NYX 100% OF THE COST OF THIS SERVICE AND THE TOOL PO WILL BE ADJUSTED BY THIS AMOUNT.

25. NYX TOOLING STANDARDS ARE THE KEY DOCUMENT FOR TOOL STANDARDS ANY DEVIATIONS TO THIS MUST BE APPROVED IN WRITING BY THE NYX TOOLING ENGINEER.

25. TIMING MILE STONES WILL BE DETAILED IN THE TO/PO FOR THE TOOL/MOLD IN ORDER

27. WHERE TOOL IS SUPPLIED BY TOOLSHOP THAT DOES NOT MEET THE QUALITY, DELIVERY OR PERFORMANCE REQUIREMENTS FOR NYX AND THERE ARE RESULTING COSTS INCURRED BY NYX FOR :

- a). BANK BUILDS,
- b). SAFETY BANKS OR
- c). ANY OTHER DAMAGES INCURRED OR OEM CUSTOMER LINE / BUILD STOPPAGES

ETC.

IN ALL SUCH CASES ALL SUCH COSTS WILL BE CHARGED BACK TO TOOL SHOP

17

### **Reasonable Care**

The NYX Tool Engineer (TE) / NYX Buyer and the Tool Shop will each use Reasonable Care to protect the confidentiality of Confidential Information of the Other Party.

Reasonable Care is the standard of care that the party holding the information would use in protecting the confidentiality of its own confidential information.

Some of the NYX Tool Engineer (TE) / NYX Buyer's and its Related Companies' electronic systems are designed for collaboration and the sharing of information among multiple parties, including other Tool Shop and Suppliers. The Tool Shop should not input Tool Shop Confidential Information into any electronic system of the NYX Tool Engineer (TE) / NYX Buyer or any of its Related Companies unless the NYX Tool Engineer (TE) / NYX Buyer or any of its Related Companies has advised the Tool Shop in a Written Notice that the system is suitable for receipt of Tool Shop Confidential Information.

### **Sharing with Other Third Parties**

Neither the NYX Tool Engineer (TE) / NYX Buyer nor the Tool Shop will share any confidential information of the Other Party with any third party, including any competitor of the other party, without the prior written agreement of the other party, except as may otherwise be permitted under the Purchase Order, a Technology Agreement, or other written agreement between the parties

### **No Other Obligations**

The NYX Tool Engineer (TE) / NYX Buyer, the Tool Shop, and their Related Companies have no other obligation for confidential information supplied to them from whatever source, unless otherwise agreed to in writing.

## **18 NCMR PROCESS -**

Early Notification The NYX Tool Engineer (TE) / NYX Buyer or the Tool Shop, as appropriate, will inform the other about any nonconformity of the Tools/ products of these tools as soon as reasonably practicable after it has been discovered and confirm the nonconformity in a Written Notice ( via NCMR process) if requested by the other. The Buyer and the Tool Shop will cooperate fully with each other to identify the cause of the nonconformity and to develop a plan for the prompt remediation of it.

## **19 CLAIMS OF INFRINGEMENT**

### **19.01 Tool Supplier Obligations**

The Tool Supplier will, at its sole cost and expense, indemnify and hold the NYX and its Related Companies harmless against any and all claims for any alleged infringement of Intellectual Property Rights that may be brought against the NYX and its Related Companies or third parties that may use the Tools. This obligation includes a claim involving any present or future Intellectual Property Right or other proprietary right based on the Tool Shop's activity under the Purchase Order or the manufacture, sale or use of the Tools / products of these tools

- (a) alone,
- (b) in combination by reason of their content, design or structure, or
- (c) in combination with the Tool Shop's recommendations.

NYX and its Related Companies and the Tool Shop may agree in a Technology Agreement to limit the Tool Shop's obligations under this Section 19.01 by geographic region

### **19.02 Assistance to the Buyer**

The Tool Shop will investigate, defend and otherwise handle any such claim. At the NYX and its Related Companies request, the Tool Shop will assist the NYX and its Related Companies in its investigation, defense or handling of any such claim. The Tool Shop will pay all costs, expenses, damages and settlement amounts that the NYX and its Related Companies and others selling or using the NYX and its Related Companies products incorporating the Tools may sustain by reason of an indemnified claim.

### **19.03 Buyer Design Input**

The Tool Shop's indemnification obligations will apply even if the NYX and its Related Companies furnishes all or a portion of the design and specifies all or a portion of the processing used by the Tool Shop unless a Technology Agreement provides otherwise.

#### **19.04 Adjustment of Supplier's Financial Responsibility**

The NYX Tool Engineer (TE) / NYX Buyer will determine the Tool Shop's financial responsibility under this Section 19 after taking into account the relative involvement of the NYX Tool Engineer (TE) / NYX Buyer and the Tool Shop in the design, whether the Tool Shop made the NYX Tool Engineer (TE) / NYX Buyer aware of the potential for the claim, the extent to which the Tools / products of these tools gave rise to the claim, the duration and nature of the relationship with the Tool Shop and such other factors as the NYX Tool Engineer (TE) / NYX Buyer may deem relevant.

### **20 TERMINATION FOR CAUSE**

#### **20.01 Tool Shop Breach**

The NYX Tool Engineer (TE) / NYX Buyer may terminate a Purchase Order, in whole or in part, upon Written Notice to the Tool Shop if the Tool Shop fails to comply with any of the requirements of the Purchase Order. If the noncompliance relates to an obligation of the Tool Shop that is, in the opinion of the Buyer, capable of cure as described in Section 20.02, the Buyer may terminate under this Section 20.01 only if the Tool Shop has failed to either:

- (a) timely cure the noncompliance (as described in Section 20.02); or
- (b) provide the Buyer with adequate assurances of performance acceptable to the Buyer

#### **20.02 Cure Periods**

If the Tool Shop delivers Tools that fail to comply with the performance requirements, the cure provisions will apply. For all other failures by the Tool Shop to comply with the requirements of the Purchase Order, the Tool Shop will have 10 days (or less if commercially reasonable under the circumstances) after the effective date of the NYX Tool Engineer (TE) / NYX Buyer's Written Notice to the Tool Shop specifying the failure by the Tool Shop within which to:

- (a) cure the nonperformance; or
- (b) provide adequate assurances of performance acceptable to the NYX Tool Engineer (TE) / NYX Buyer.

#### **20.03 Change of Control**

The NYX Tool Engineer (TE) / NYX Buyer may terminate a Purchase Order, in whole or in part, upon Written Notice to the Tool Shop, if control of the Tool Shop changes.

A change of control includes:

- (a) the sale, lease or exchange of a substantial portion of the Tool Shop's assets used for the production of the Tools;
- (b) the sale or exchange of a controlling interest in the shares of the Tool Shop; or
- (c) the execution of a voting or other agreement of control.

The Tool Shop will provide the NYX Tool Engineer (TE) / NYX Buyer with Written Notice of a change of control within 10 days after the change of control has become effective. The NYX Tool Engineer (TE) / NYX Buyer will have 90 days from the date the Written Notice from the Tool Shop is effective within which to notify the NYX Tool Engineer (TE) / NYX Buyer of its decision to terminate the Purchase Order and the effective date of the termination, which will be no sooner than 30 days after the date the Written Notice of termination is effective.

#### **20.04 Insolvency**

The NYX Tool Engineer (TE) / NYX Buyer may terminate a Purchase Order, in whole or in part, upon Written Notice to the Tool Shop, if the Tool Shop:

- (a) becomes insolvent;
- (b) files a voluntary petition in bankruptcy;
- (c) has an involuntary petition in bankruptcy filed against it;
- (d) has a receiver, administrator, custodian or trustee appointed over the Tool Shop or its assets; or
- (e) executes an assignment for the benefit of its creditors.

In each case, the Tool Shop is liable for all actual costs incurred by the NYX and its Related Companies or third parties that may use the Tools/ Services, including those for attorneys, experts, consultants and other professionals

#### **20.05 Excusable Delay**

The NYX Tool Engineer (TE) / NYX Buyer may terminate a Purchase Order, in whole or in part, upon Written Notice to the Tool Shop, as described in here:

##### **(a) Excusable Events**

Neither the NYX Tool Engineer (TE) / NYX Buyer nor the Tool Shop will be liable for a delay or failure to perform directly due to an Excusable Event.

An Excusable Event is a cause or event beyond the reasonable control of a party that is not attributable to its fault or negligence. Excusable Events include fire, flood, earthquake, and other extreme natural events, acts of God, riots, civil disorders, labor problems (including strikes, lockouts, and slowdowns regardless of their lawfulness), and war or acts of terrorism whether or not declared as such by a Government. In every case, other than those relating to labor problems, the failure to perform must be beyond the reasonable control, and not attributable to the fault or negligence, of the party claiming the Excusable Event. Excusable Events also include delays or nonperformance of a subcontractor, agent or Tool Shop of a party only if and only to the extent that the cause or event would be an Excusable Event as defined in this Section 20.05 (a). Excusable Events do not include the failure to comply with applicable law or to take actions reasonably necessary to schedule performance in anticipation of any customs, export-import, or other Government Requirement of which public notice has been given.

##### **(b) Notice of Excusable Event**

The party claiming an Excusable Event will provide the other party with Written Notice of its occurrence and its termination as soon as practicable.

##### **(c) Work-In-Process**

In the event of an Excusable Event, the NYX Tool Engineer (TE) / NYX Buyer, at its option, may acquire possession of all finished Tools, work-in-process, and raw materials produced or acquired for the work under the Purchase Order / Tool Order.

##### **(d) Right to Substitute and Divert the tool order**

The NYX Tool Engineer (TE) / NYX Buyer reserves the right to acquire and shift the Tools elsewhere for the duration of the Excusable Event and for a reasonable time afterwards to minimize

#### **20.06 Amounts Payable by the Tool Shop upon Termination under Section 20**

The Tool Shop will be liable for all direct, incidental and consequential losses, costs, and expenses incurred by the NYX and its Related Companies resulting from any failure by the Tool Shop to comply with any of the requirements of the Purchase Order (even if the Tool Shop has cured the noncompliance under Section 20.02), or from termination by the Buyer under this Section 20, and termination under this Section 20 does not relieve the Tool Shop from this liability.

### **21.01 Termination**

The NYX Tool Engineer (TE) / NYX Buyer may terminate the Purchase Order, in whole or in part, at any time and for any or no reason, upon Written Notice to the Tool Shop. The Tool Shop may not terminate at its option.

### **21.02 Effective Date of Termination**

Termination under this Section 21 will be effective on the date the NYX Tool Engineer (TE) / NYX Buyer 's Written Notice of termination is effective, unless the Written Notice specifies another date.

### **21.03 Amounts Payable to the Supplier**

In the event of a termination under this Section 21, the Buyer will pay the Tool Shop, subject to Supplier's Direct Accounts (i.e. The NYX Buyer will administer on a Net Settlement Basis all of the accounts of the Tool Shop arising from the Purchase Orders and other agreements the Tool Shop has with the NYX. Net Settlement Basis means that, unless prohibited by law, the NYX Buyer may set off and recoup against the NYX 's accounts payable to the Tool Shop any amounts for which the NYX Buyer determines in good faith the Tool Shop is liable to it under any Purchase Order or other agreements with the Tool Shop. The NYX Buyer may do so without notice to the Tool Shop.) for:

- (a) Unpaid Tools previously delivered and accepted which fully conform to the requirements of the Purchase Order;
- (b) Any outstanding balance owed to the Tool Supplier
- (c) Undelivered finished Tools which can be transferred to other tool shop for completion will be paid for the amount ( PO cost minus the transfer and completion cost from the New tool shop to which tool is transferred for completion).

## **22 Tooling Capacity and Quality**

The Tooling must be capable of producing the Volume Projections for the parts/ products for which Tool is designed and manufactured by Tool Shop for the CAD and the prints provided by OEM customer during the life of the Program as well as satisfying the requirements for Service Parts at the targeted cycle time as per the RFQ/ PO.

The Tool Shop will comply with the quality assurance processes, inspections and standards specified by NYX for Tool Shops providing Tools or services similar in nature to the Tools. These standards include the NYX Tooling Standard, ISO/TS 16949 or QS-9000, ISO 14001 and the NYX's Tool Shops Delivery Rating.

If requested by the NYX, the Tool Shop will permit the NYX to:

- (a) Examine all pertinent documents, data and other information relating to the Tooling;
- (b) View any facility or process relating to the Tools production quality; and
- (c) Audit any facility or process to determine compliance with the Quality requirements.

Tool Shop will keep all relevant Tool design, Tool manufacturing and Tool inspection documents, Tool CAD data and other written information for life of program and provide NYX an electronic copy of the same before final payment is released.

**23 Completion and Payment**

The Tool Supplier, at its own expense, will manufacture Tooling, validate the Tooling in Home press at NYX in order to successfully demonstrate the performance of the Tool and exhibit the capability of Tool to produce parts to print and within targeted cycle time and as per the AAR samples consistently as expected by end customer to Production Part Approval Process (PPAP). The Tooling will be treated completed when the necessary samples have been submitted and approved by end customer by signing off the full and final Part Submission Warrant (PSW). The Tool Shop has no claim for final payment until the Tooling is deemed completed and the Part Submission Warrant, any other necessary documentation have been approved by End customer and all requirements stated in the PO and tooling standards must be met for full and final payments to be paid for the said Tooling ( each Job# and its PO is treated as separate contract and will not combine or affect with any other open commercial issue).

**24 Subcontracting if any**

The NYX Tool Engineer (TE) / NYX Buyer is not authorizing any subcontracting in any form ( in full or partial form) or part of the fabrication, modification, repair or refurbishment of the Tooling without written approval from NYX.

In an event of part of the fabrication, modification, repair or refurbishment of the Tooling being subcontracted to a third-party toolmaker, the Tool Supplier will:

- (a) inform the Buyer in advance in a Written Notice of the identity of the Subcontract-Toolmaker and the location of the Subcontract-Toolmaker which NYX TE need to approve before subcontracting the job.
- (b) inform the toolmaker in writing that it is a bailee-at-will, through the Supplier, of Tooling owned by the Buyer; and
- (c) Tool shop will be solely responsible for managing , quality , delivery and payments to the Subcontracted Toolmaker.

**25 No Rights or Liens**

The Tool Supplier has no property or other rights in the Tooling. The Tool Supplier has no power to transfer any rights or grant a security interest in the Tooling to a third party.

The Tool Supplier waives:

- (a) any lien that it might have or otherwise be able to assert against the Tooling for work done on the Tooling or otherwise, and
- (b) any objection to the NYX's repossession and removal of the Tooling for any or no reason, including bankruptcy or insolvency proceedings.

**26 Third-Party Claims**

The Tool Supplier will defend and indemnify the NYX and its Related Companies for all costs incurred (including actual fees for attorneys, consultants and experts) in connection with any Adverse Claim.

An Adverse Claim is one that challenges the Buyer's sole right, title and interest in the Tooling, or right to possession of the Tooling, brought by any third party, including toolmakers, subcontractors, and lending institutions.

**27 USING THE BUYER'S INTELLECTUAL PROPERTY AND TOOLING**

**Buyer's Intellectual Property Rights**

NYX and its Related Companies may have valuable Intellectual Property Rights in Tooling, documents and information provided to the Tool Supplier. Intellectual Property Rights include trademarks, trade dress, patents, copyrights, trade secrets and industrial design rights. The Tool Supplier may use the Intellectual Property Rights of the NYX and its Related Companies only in the production and supply of the Tools to the NYX and its Related Companies.

**Tool Tagging Directive**

The Tool Shop will comply with the NYX's Tool Tagging Directive based of OEM Customer requirements.

**Other Use of Buyer's Intellectual Property Rights**

The Tool Supplier will first obtain the NYX's written approval before it manufactures, sells or otherwise disposes to third parties any Tools made by the Tool Supplier, its Related Companies or one of their subcontractors using any Tooling, equipment or Intellectual Property Rights of the NYX or its Related Companies.

**28 INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS**

Tool Shop will promptly furnish to NYX Tool Engineer (TE) / NYX Buyer in such form and detail as NYX Tool Engineer (TE) / NYX Buyer may direct:

- (a) a list of all ingredients and materials incorporated in the goods;
- (b) the amount of such ingredients and materials; and
- (c) information concerning any changes in or additions to such ingredients and materials. Prior to and with the shipment of the Tools, Tool Shop agrees to furnish to NYX Tool Engineer (TE) / NYX Buyer sufficient advance warning and notice, in writing (including, without limitation, appropriate labels on the Tools, containers and packing), of any dangerous Tools or hazardous material that is an ingredient or a part of any shipment of Tools, together with such special handling instructions as may be necessary to advise carriers, NYX Tool Engineer (TE) / NYX Buyer and their respective employees of how to exercise that measure of care and precaution that will comply with any applicable laws or regulations and best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Material /Tools, containers and packing shipped to NYX. Upon NYX Tool Engineer (TE) / NYX Buyer's request, Tool Shop will certify to NYX in writing the origin of any ingredients or materials in the Tools. Tool Shop will promptly provide, in writing, any information regarding the Tools requested by NYX Tool Engineer (TE) / NYX Buyer so that NYX may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.



**29** **CREDITS OR BENEFITS**

Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, will belong to NYX. Tool Shop will timely and accurately provide all information necessary (including written documentation and electronic transaction records) to permit NYX Tool Engineer (TE) / NYX Buyer to receive such benefits or credits, as well as to fulfill its import and, where required by this Contract, export customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Tool Shop will undertake such arrangements as necessary for the Tools to be covered by any duty deferral or free trade zone program(s) of the country of import.

Tool Shop will ensure compliance with the recommendations or requirements of all applicable Authorized Economic Operator (AEO), governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Border Services Agency's Partners in Protection initiative and Administración General de Aduanas de Mexico's Neuvo Esquema Empresa Certificada (NEEC) program). At the request of Buyer or the appropriate Customs Authority, Tool Shop will certify in writing its compliance with the foregoing.

**30** **CONFIDENTIALITY; NO ADVERTISING**

Tool Shop will maintain the confidentiality of any information provided by NYX Tool Engineer (TE) / NYX Buyer or NYX representatives, and any materials or information that contain, or are based on, any such information.

Tool Shop may only use such information in connection with its performance under this Contract and will not provide such information to any third party (including, without limitation, Tool Shop's subcontractors) without

NYX Tool Engineer (TE) / NYX Buyer's advance written consent. Tool Shop will not, without first obtaining the written consent of NYX Tool Engineer (TE) / NYX Buyer, in any manner

(a) advertise or publish the fact that Tool Shop has contracted to furnish NYX or its Related Companies, NYX's OEM-Customer or the Program Names for which the Tools or services covered by this Contract;

(b) use NYX or its Related Companies, NYX's OEM-Customer's trademarks, trade names or confidential information in Tool Shop's advertising or promotional materials; or

(c) use NYX or its Related Companies, NYX's OEM-Customer's trademarks, trade names or confidential information in any form of electronic communication such as web sites (internal or external), blogs or other types of postings.

**31** **COMPLIANCE WITH LAWS**

Tool Shop, and any goods or services supplied by Tool Shop, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety environmental safety and motor vehicle safety. Tool Shop further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Tools and services or provision of services under this Contract. Tool Shop agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity.

At NYX's request, Tool Shop will certify in writing its compliance with the foregoing. Tool Shop will indemnify and hold NYX harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Tool Shop's noncompliance.

**32** **CONTROLLING LANGUAGE**

The English version of the Global Terms and Conditions will apply in the event of any disagreement over any translation.