



GENERAL TERMS OF PURCHASE

between

TitanX Engine Cooling Kunshan Co., Ltd.

and

[Name of party]

regarding

Tool Manufactured Products

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GENERAL TERMS OF PURCHASE

This General Terms of Purchase (the “Agreement”) has been made by and between:

- 1. TitanX Engine Cooling Kunshan Co., Ltd., a limited liability company incorporated in the People’s Republic of China (the “PRC”, for the purpose of this Agreement, excluding Hong Kong, Macau and Taiwan) under company registration number 320583400055195, (“TitanX”) with [registered] address at [address], the PRC and
- 2. [name of party], [a company incorporated in [jurisdiction] under company registration number [0000]], (“Supplier”) with [registered] address at [address], [country], (each a “Party” and collectively the “Parties”).

The Parties have agreed as follows:

1. Background

- 1.1 Supplier is [insert short description of Supplier]. Supplier has proven experience as a supplier to the automotive industry. Supplier wishes to supply Products (as defined below) to TitanX.
- 1.2 TitanX has entered into this Agreement for its own account and for the account of any and all TitanX Affiliates (as defined below). Such companies are therefore allowed to purchase Products in their own name, for their own account and at their own risk and expense. The terms and conditions of this Agreement will apply also to such purchases. Notwithstanding the foregoing arrangement, with respect to each individual purchase by TitanX or TianX Affiliates, TitanX and TianX Affiliates shall not be held liable to Supplier on a joint and several basis.
- 1.3 The object of this Agreement is to set forth the conditions and terms of the delivery of Products ordered by TitanX under this Agreement by sending a Purchase Order or a call-off order.

2. Definitions

2.1 In this Agreement:

“Affiliate” means in relation to a Party any and all companies or other entities which: (a) are controlled, directly or indirectly, by such Party; (b) controls, directly or indirectly such Party; or (c) are under common control with such Party, where the expressions “are controlled”, “controls” and “are under common control with” shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.

“Closed Order” means a Purchase Order that is valid for a limited period of time or for a predetermined volume.

“Intellectual Property Rights” means patents (including utility models), design patents, design rights (whether or not capable of registration), copyrights, copyright related rights, moral rights, rights in databases, trademarks, trade secrets, know-how, trade names, rights under marketing law and passing off, topography rights and semiconductor chip rights, and all other intellectual property rights; in all cases whether or not registered or capable of registration, and applications for any of the foregoing respectively, and all rights to apply for the same, and all rights and forms of protection of a similar nature or having a similar effect to any of these anywhere in the world.

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“Open Order” means a Purchase Order that is valid for an unlimited period of time.

“Production Tool Order” means a written purchase order for Tooling.

“Product” or “Products” means all products ordered by TitanX under this Agreement.

“Purchase Order” means as ascribed to it in Section 5.1.

“Tooling” means patterns, tools, jigs, fixtures, moulds, models, machinery and other equipment which has been manufactured for production of Products, or inspection of the Products, including drawings and 3D-models thereof and all thereby related know-how, intellectual property rights and documentation thereof.

2.2 Other capitalized words and expressions have in this Agreement the respective meaning ascribed to them elsewhere in this Agreement.

3. Order of Precedence

3.1 In the event of any conflict between the documents constituting this Agreement, the later dated document shall take control or if the same date the controlling document shall be as follows and as set out in a descending order of priority;

- (a) the Purchase Order;
- (b) the main body of this Agreement; and
- (c) the Appendices.

4. Products

4.1 The Products shall be manufactured according to the drawings, patterns, technical specifications, the approved Part Submission Warranty (“PSW”) and other materials provided by TitanX.

4.2 Supplier shall not make any changes to the Products or any other changes relating to the Products without the prior written approval of TitanX. This includes but is not limited to changes in design, specifications, manufacturing process and subcontractors. Any such change shall be preceded by a request for permission to implement the change including a plan for validation, stating the reason for the change.

4.3 TitanX reserves the right to direct changes at any time, or cause Supplier to make changes at any time, to drawings and specifications of the Products or to otherwise change the scope of the work covered by this Agreement including work with respect to such matters as inspection, testing or quality control, and Supplier agrees to promptly make such changes.

5. Supply of Products

5.1 TitanX shall purchase the Products from Supplier by issuing a written purchase order (“Purchase Order”). The Purchase Orders can be Open Orders or Closed Orders. If Supplier accepts the Purchase Order, which acceptance may be implied by the shipment of Products pursuant to it, such Purchase Order shall be binding on the Parties. A Purchase Order shall include article numbers, quantity, place of delivery and lead times as well as any other relevant information.

5.2 TitanX may call-off Products from a Purchase Order by issuing call-off (release) orders to Supplier. Provided that such call-off orders comply with the terms and conditions of this Agreement and the

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relevant Purchase Order, Supplier shall be obligated to deliver the Products in accordance with the call-off order.

5.3 TitanX shall have the right to, wholly or partly, cancel a Purchase Order or call-off order by notifying Supplier in writing. Upon cancellation, TitanX shall pay Supplier reasonable compensation for the costs incurred due to the cancellation. TitanX shall not compensate Supplier for Products which Supplier can use for other customers.

5.4 Supplier shall, pursuant to the conditions of this Agreement and at commercially reasonable prices, supply Products to such an extent that TitanX can offer its customers spare parts and accessories for fifteen (15) years after TitanX’s serial production of such Products have ceased.

5.5 Unless otherwise agreed by the Parties, Supplier shall not supply/sell any Products manufactured under this Agreement to any other entities than TitanX and its Affiliates. In the event that Supplier does not comply with the aforesaid, Supplier agrees to pay the liquidated damages to TitanX in the amount of twice as much as the total price of the Products sold by Supplier to any other entities than TitanX and its Affiliates. The Parties agree and acknowledge that it is extremely difficult to determine the actual amount of TitanX’s damages resulting from Supplier’s breach, and that the liquidated damage calculated according to the foregoing provisions is a reasonable estimate of the damages TitanX will incur due to such breach.

6. Forecasts

6.1 TitanX shall, on a [weekly] basis, issue a non-binding rolling forecast for purchases of Products during the upcoming five (5) months period.

6.2 Supplier shall, based on the forecasts provided by TitanX, maintain [specify number] weeks of safety stock of the Products. If the Parties have entered into a Consignment Stock Agreement (Appendix 4) the conditions stated therein shall apply instead of the safety stock requirement above.

6.3 Information provided in the forecasts is for planning purposes only and no forecasts shall be binding on TitanX unless and until a Purchase Order has been issued in accordance with Section 5. TitanX shall not be held liable for any deviation between its forecasts and actual purchases.

7. Price and Payment

7.1 Agreed prices for the Products shall be specified in Appendix 1 (Price Agreement), as updated from time to time.

7.2 Agreed prices shall, subject to Section 8.3, include all costs for deliveries, all duties, levies and taxes, packaging material and similar. Supplier may not charge TitanX for any additional fees or expenses not set out in Appendix 1.

7.3 Supplier shall, within ten (10) days from TitanX’s request, provide TitanX with a cost breakdown of the Product price specifying the costs for raw material, labor, packaging/containerization (expendable/returnable packaging), transportation and other relevant factors.

7.4 Supplier shall keep record of the costs for the manufacturing of the Products and maintain an overall program designated to cost reduction, thereby entailing price reductions. Supplier undertakes to investigate and put forward performance improvements and/or cost reduction proposals and to implement changes which prove feasible at the earliest opportunity. In addition, Supplier and TitanX will work together to identify specific projects and time schedules to reduce manufacturing costs at Supplier and Product costs to TitanX as further described in Appendix 2 (QCD Objectives).

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- 7.5 Unless otherwise agreed upon, Supplier shall, once a week, submit one consolidated invoice to TitanX. The consolidated invoice shall cover all deliveries made during the previous week and shall include information on the correct recipient, date and quantity of each delivery, article number, Purchase Order number and delivery note.
- 7.6 Payment shall be made within 90 days from receipt of the invoice, unless otherwise agreed in Appendix 1. Invoices may only be issued after date of delivery. TitanX shall not be liable for default in payment in case the invoice does not contain the information required according to Section 7.5.
- 7.7 Should any dispute arise with regards to a delivery and/or invoice, Supplier shall have no right to withhold further deliveries.

8. Delivery and Delay

- 8.1 Time is of the essence in performance under the Purchase Order and deliveries shall take place according to the delivery times and delivery dates specified in the Purchase Orders and call-off orders. TitanX may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price.
- 8.2 Supplier agrees to properly pack, mark and ship the Products, at Supplier’s expense, in accordance with the requirements of TitanX described in Appendix 3 (Logistics Agreement), the involved carriers and, if applicable, the country of destination.
- 8.3 Unless otherwise is agreed in Appendix 1, Products shall be delivered [DDP], [name place]. Delivery terms shall be interpreted in accordance with the latest applicable version of Incoterms.
- 8.4 Part deliveries and early deliveries are not accepted without TitanX’s prior written approval. If a part delivery or an early delivery is approved by TitanX, Supplier shall bear any additional costs due to such deliveries. In case of a part delivery Supplier shall specify the outstanding quantity on the delivery note.
- 8.5 If requested by TitanX, the Parties shall discuss and agree upon a mutually acceptable Consignment Stock Agreement as Appendix 4 to this Agreement.
- 8.6 If Supplier anticipates that the Products will not be delivered on the date specified in the Purchase Order or call-off order, for any reason whatsoever, Supplier shall immediately notify TitanX thereof in writing, stating the reason and, if possible, the date when delivery can be expected.
- 8.7 If Supplier fails to deliver the Products on time, TitanX may purchase substitute Products from a third party at the Supplier’s expense and/or completely or partly terminate the relevant Purchase Order or call-off order. Supplier shall compensate TitanX for any direct or indirect losses or damages caused by the delayed delivery.
- 8.8 If Supplier’s performance is slightly delayed on a number of occasions, the aggregate delays shall be considered a material breach of this Agreement.

9. Quality

- 9.1 Supplier shall comply with the Supplier Manual available at TitanX’s webpage (<http://www.titanx.com>) as amended from time to time. Supplier shall also ensure that, in case a subcontractor is appointed, the sub-contractor complies with such manual. Supplier accepts and agrees to the principles of zero defects delivery and commits accordingly to using its best efforts to deliver Products with zero defects including zero delays. Supplier accepts and agrees to actively

contribute to the development activities specified in Appendix 2 to improve quality performance, cost efficiency and other value added activities that will benefit the relation between Supplier and TitanX.

- 9.2 Supplier shall have the automotive Production Part Approval Process (“PPAP”) standard (latest issue) implemented. A PSW shall be submitted by Supplier to TitanX for all new parts and all new revisions of serial status parts. Customer specific requirements must be identified and proved for conformity and capability.
- 9.3 Supplier is not allowed to manufacture parts for TitanX at any other manufacturing site/sites than those audited and approved by TitanX. The use or change of sub-contractors is not allowed without prior written approval by TitanX, such approval not to be unreasonably withheld. TitanX will only permit sub-contractors that fully conform to the demands in this Agreement. Supplier shall be fully responsible for the acts and omissions of all approved sub-contractors.

10. Warranty and liability

- 10.1 Supplier warrants that the Products are free from defects during a period of 24 months from the date when the Products were delivered to TitanX’s end customer. The Parties can agree on a longer or shorter warranty period in Appendix 1.
- 10.2 A Product shall be considered defective if the Product: (i) in any way deviates from the technical specification, drawings, patterns, samples or other material provided by TitanX, (ii) deviates from any terms or conditions of this Agreement or any particular Purchase Order or call- off order; (iii) is not free from defects in material and workmanship, (iv) does not possess the characteristics that Supplier has referred to through samples, prototypes or in marketing, (v) is not fitted for the particular purpose for which the Parties intended it to be used; or (vi) fails to meet the applicable standards and other requirements under PRC laws.
- 10.3 If a Product is defective: (i) TitanX shall within a reasonable period of time after the defect was discovered, notify Supplier, in writing, of such defect; (ii) TitanX shall be entitled to return the defective Product or, if there is a reason to believe that additional Products are defective, return the entire batch of the Product, at Supplier’s expense; (iii) Supplier shall without undue delay, and at its own expense, remedy the defect or replace such Product or batch of Products and (iv) Supplier shall work, in accordance with Appendix 5 (Quality Incident Handling), to resolve the defects in the Products.
- 10.4 If Supplier fails to deliver a replacement Product or batch of Products within a reasonable period of time after the receipt of TitanX’s notice, TitanX may without prior approval from Supplier purchase substitute Products from a third party at the Supplier’s expense and/or completely or partly terminate the relevant Purchase Order(s) or call-off order(s).
- 10.5 In addition to what is set forth in Sections 10.3 and 10.4, Supplier shall compensate TitanX for any direct or indirect cost, loss or damage, caused by defects in the Products delivered by Supplier, including but not limited to costs for assembly and disassembly, detection and analysis, scrapping and transportation.
- 10.6 If TitanX due to a delivery of defective Products deems it necessary to inspect all Products from Supplier, TitanX shall have the right to carry out such inspection after having notified Supplier accordingly, however, without pending any consent from Supplier. The notice shall state the type of defect and the time and place for the inspection. If possible, Supplier shall be given opportunity to be present at the inspection. Supplier shall bear the costs for such inspection.

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11. Product liability, withdrawal and insurance

- 11.1 Supplier shall indemnify TitanX for any direct or indirect losses and damages incurred in connection with any of the Products having caused death, damages to a person or to a property.
- 11.2 If any claim is made against TitanX due to any damages referred to in Section 11.1, TitanX shall without delay notify Supplier of the claim. Should such claim be made against Supplier, Supplier shall without delay notify TitanX of the claim. The Parties shall take the necessary precautions to handle such a claim in the best way possible. Should a dispute arise in connection with a claim, Supplier shall upon TitanX's request assist TitanX or take TitanX's place in the dispute.
- 11.3 If there is any risk that any of the Products may cause damages to persons due to a malfunction in the Product or damages to property due to defective Products, and TitanX considering such risks, decides to withdraw or recall the Products, Supplier shall indemnify TitanX for any costs arising in connection with such withdrawing or recall of Products.
- 11.4 Supplier shall obtain and maintain adequate insurance coverage for the liabilities it may incur under this Agreement during the term of this Agreement and for an additional period of ten (10) years thereafter. Supplier shall, upon request by TitanX, provide TitanX with a copy of the insurance policy.
- 11.5 In addition to what is set out in this Agreement, the Parties undertake, during the delivery and for a period thereafter during which the Parties may be held responsible for any breach of this Agreement, to keep a standard insurance policy and reasonable business insurances against any common risks.

12. Limitation of liability

- 12.1 Supplier's aggregate liability for indirect damages under this Agreement during a calendar year shall be limited to 100 percent of the purchase price payable by TitanX for the Products delivered during the preceding 12 months period, or [insert RMB amount] [whichever is the higher]. The limitations of liability shall not apply to claims or losses in case of willful misconduct or gross negligence, nor in relation to breach of confidentiality, intellectual property infringements, product liability or death/personal injury.

13. Intellectual Property Rights

- 13.1 TitanX shall provide Supplier with the technical documents and information necessary for the delivery and the manufacturing of the Products.
- 13.2 All technical documents and information, including any Intellectual Property Rights therein, relating to the Products and the Tooling, shall remain the property of TitanX and shall not be used for any other purpose than the manufacturing of the Products on TitanX's behalf. The technical documents and information provided by TitanX may not, without TitanX's prior written consent, be copied, reproduced, provided to or otherwise made available to any third party.
- 13.3 If TitanX's purchase of Products initiates development or design work, any Intellectual Property Rights arising from such work shall accrue to TitanX.
- 13.4 Supplier shall not use any of TitanX's trademarks, trade names or other symbols without the prior written consent of TitanX. Supplier agrees that it will, neither directly nor indirectly, obtain nor attempt to obtain, in any country or territory, any right, title or interest by registering patent, copyright or otherwise in or to any of TitanX's innovations, inventions or other Intellectual Property Rights. For the avoidance of doubt, Supplier shall neither directly nor indirectly register or try to

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register any of TitanX's trademarks, trade names or symbols which are the same or similar to any of TitanX's trademarks, trade names or symbols.

- 13.5 Supplier shall indemnify and hold harmless TitanX for any expense or liability, including costs, fees and direct and indirect damages and losses arising out of, or relating to, the manufacturing processes used by Supplier, or any results from development or design work performed by Supplier or the use thereof infringes any third party's intellectual property rights.
- 14. **Pattern, tools, machinery and equipment**
 - 14.1 All production equipment and Tooling shall meet TitanX's standards with respect to quality, maintenance, safety, changeover capability and yield requirements. Supplier shall, at its own expense, furnish, keep in good condition and replace when necessary all Tooling and equipment and its other items necessary for the production of the Products. TitanX shall pay Supplier the reasonable cost for any work necessary to adapt or supplement such Tooling and equipment necessary to make design and specification changes. Costs for maintenance shall be paid for by Supplier.
 - 14.2 If TitanX issues a Production Tool Order in connection with the Purchase Order, Supplier will design and fabricate, rework or acquire and in all cases install Tooling that fully conform to the specifications and other requirements of the Production Tool Order. Any Tooling provided or paid for by TitanX, including all drawings, 3D-models, all thereby related know-how, Intellectual Property Rights and documentation thereof shall belong to TitanX. TitanX takes title to the Tooling even if Supplier has not yet been paid for the Tooling. TitanX's rights to the Tooling shall include the rights to amend, modify, redistribute and transfer such rights.
 - 14.3 The Supplier shall notify TitanX well in advance if the expected quantities to be produced are exceeded and the Tooling needs to be renewed. Tooling shall not be changed, modified or scrapped, without the prior written consent of TitanX.
 - 14.4 The Parties shall agree on the price for the Tooling, and the payment plan, before the Production Tool Order is issued. Patterns, drawings, 3-D models and any other documentation of the Tooling shall be provided to TitanX together with PPAP submission.
 - 14.5 Tooling and equipment belonging to TitanX shall be properly marked/labeled, identified and segregated as the property of TitanX. TitanX's Tooling and other equipment shall on TitanX's written request immediately and unconditionally be put at TitanX's disposal.
 - 14.6 All such Tooling and equipment as described in this Section 14 shall be used exclusively to produce the Products for TitanX. Supplier shall not, without TitanX's written consent, use TitanX's Tooling or equipment for any other purpose than fulfillment of delivery, nor shall such Tooling or equipment be handed over to or otherwise be brought to the knowledge of a third party.
 - 14.7 Tooling and equipment belonging to TitanX shall be stored in an appropriate and fire-proof manner at Supplier's expense and Supplier shall, at its own cost, keep such Tooling and equipment owned by TitanX insured whilst in Supplier's possession.
 - 14.8 If Supplier during the manufacturing of the Products discovers defects in the Products as a result of defects in the Tooling, equipment or any other material provided by TitanX, or errors or omissions in any technical specification, technical documents and information provided by TitanX, Supplier shall immediately inform TitanX.

15. Inspections

15.1 TitanX and its customers shall, on a regular basis, have the right to visit and carry out verifications and inspections at the sites of Supplier and/or its sub-contractors to ensure Supplier and/or its sub-contractors perform its work effectively in accordance with the terms of this Agreement, e.g. with respect to Supplier's manufacturing process, management process and technical standard.

16. Communication

16.1 Each Party shall continuously inform the other Party on all matters that are of importance to the Parties' performance under this Agreement and of any changes to its company structure.

17. Confidentiality

17.1 The Parties have agreed on non-disclosure of information according to a Non-Disclosure Agreement, attached hereto as Appendix 6.

18. Term and termination

18.1 This Agreement shall commence on the date of this Agreement and (subject to earlier termination as provided for herein) shall remain in full force and effect until [day month year]. At the end of that initial term, or any subsequent term thereof pursuant to a renewal under this Section, this Agreement shall be automatically renewed for successive periods of 12 months at a time, unless terminated by either of the Parties giving a written notice to that effect to the other Party not later than [six (6)] months prior to the expiry of the relevant term.

18.2 Upon written notice TitanX may immediately terminate a Purchase Order and/or this Agreement, without liability to Supplier if Supplier is declared insolvent, enters into liquidation, is declared bankrupt, initiate company reorganization, enters into composition proceedings or otherwise is considered to be insolvent.

18.3 Either Party may immediately terminate this Agreement, upon written notice to the other Party, if the other Party should commit a material breach of contract and should fail to remedy such breach within ten (10) days after receipt of written notice. Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

18.4 TitanX may terminate this Agreement immediately upon giving written notice to Supplier and without any liability, if Supplier undergoes a change of ownership or control.

18.5 Any termination of this Agreement shall not relieve any Party of any obligations and liabilities accrued prior to the termination. If requested by TitanX in writing prior to termination of this Agreement, any Purchase Order or call-off order outstanding as of the date of termination of this Agreement shall continue to be binding on the Parties (on the terms and conditions of this Agreement) until both Parties have fulfilled their respective obligations with respect to such Purchase Order or call-off order.

18.6 Upon expiration of the Agreement, Supplier shall at its own cost return to TitanX all drawings, 3D-models, technical specifications, technical documents, patterns, tools, machinery, equipment referred to in Section 14 and other items and/or information provided or paid for by TitanX in Supplier's possession relating to delivery and/or the Products.

18.7 The rights and obligations of Sections 10, 11, 12, 13, 14, 17 and 22 of this Agreement shall survive and continue to apply after any expiration or termination of this Agreement and shall bind the Parties and their legal representatives, successors and assigns.

19. Force majeure

19.1 Either Party shall be entitled to suspend performance of its obligations under this Agreement to the extent that such performance is impeded or made unreasonably onerous by any circumstances which cannot reasonably be foreseen, avoided and overcome by the Parties. Such circumstances include but are not limited to general labor disturbances, such as boycott, strike and lockout, fire, war, whether declared or not, extensive military mobilization, insurrection, requisition, seizure, embargo, or delays in deliveries by subcontractors caused by any such circumstances referred to in this Section (each a "Force Majeure Event").

19.2 The Party claiming to be affected by a Force Majeure Event shall notify the other Party in writing without delay on the intervention and on the cessation of such Force Majeure Event, and such Party shall take whatever reasonable steps are necessary to relieve the effect of the Force Majeure Event as rapidly as possible.

19.3 Neither Party shall be liable for any delay caused by a Force Majeure Event. During the period that the performance by the impacted Party of its obligations hereof has been delayed due to a Force Majeure Event, the other Party may likewise delay the performance of all or part of its obligations hereof to the extent that such delay is commercially reasonable. If any delay in performance caused by such Force Majeure Event continues for a period of more than two (2) months or if TitanX and Supplier agree that such delay is expected to continue for a period of more than two (2) months, either Party shall have the right to terminate in whole or in part this Agreement and/or the Purchase Order(s).

20. Notices

All correspondence and notifications pursuant to this Agreement shall be in writing in English and shall be deemed to have been duly received (i) on the day of delivery, if delivered personally, (ii) on the next business day in the place to which it is sent, if sent by fax (with confirmation by the transmitting fax machine of complete transmission obtained), (iii) on the first business day after sending, if sent by e-mail, provided that the recipient has confirmed receipt, (iv) on the second business day after sending, if sent by reputable overnight courier (with delivery receipt obtained), or (v) on the fifth business day after sending, if sent by registered or certified mail, to the address, e-mail address or fax number of the recipient set forth below (or to such other address, e-mail address or fax number of the recipient notified to the sender by the recipient for the purpose of this Agreement):

If to TitanX to:

[name of party]

Attention: [Title or department]

[address, country]

Fax: +[0000]

e-mail address:

If to Supplier to:

[name of party]

TitanX Supplier

Attention: [Title or department]
[address, country]
Fax: +[0000]
e-mail address:

21. Miscellaneous

- 21.1 Changes and additions to this Agreement, including to this Section 21.1, must be in writing and duly executed by the Parties.
- 21.2 If any provision of this Agreement is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any necessary changes to this Agreement to maintain the spirit of this Agreement and the framework, structure and operation of the transactions contemplated by this Agreement.
- 21.3 Neither of the Parties may assign nor transfer any part of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the permitted assignees of the Parties.
- 21.4 Neither Party shall, without prior written consent of the other Party, in any manner advertise or publish information regarding this Agreement or the Parties' commercial relationship or to use any trademarks or trade names of the other Party in advertisements or promotional material.
- 21.5 This Agreement and its Appendices contain the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede all previous and contemporaneous negotiations and understandings between the Parties in relation thereto, whether written or oral.
- 21.6 A Party's waiver of any of its rights or remedies under this Agreement must be in writing and duly executed by it. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.

22. Disputes and governing law

- 22.1 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with this Agreement, shall be finally settled by arbitration administered by Shanghai International Economic and Trade Arbitration Commission ("SHIAC"). The Arbitration Rules of SHIAC shall apply. The seat of arbitration shall be Shanghai, the PRC. The language to be used in the arbitration proceedings shall be Chinese unless otherwise agreed by the Parties.
- 22.2 Without prejudice to the other provisions of this Agreement, all arbitral proceedings conducted pursuant to Section 22.1, all information disclosed and all documents submitted or issued by or on behalf of any of the Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards a decision or award, the prior written consent of both Parties.
- 22.3 This Agreement (including Section 22) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the PRC,

excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

This Agreement has been executed in two copies, of which each Party has taken one.

Place:

Place:

Date:

Date:

[TitanX Engine Cooling Kunshan Co., Ltd.]

[Name of Supplier]

By: _____

By: _____

Name:

Name:

Title:

Title: