

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NU RIDE INC., *et al.*,<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 23-10831 (MFW)

(Jointly Administered)

NU RIDE INC.,

Plaintiff,

v.

AMPHENOL INTERCONNECT  
PRODUCTS CORPORATION,

Defendant.

Adv. Pro. No \_\_\_\_\_

**NU RIDE INC.'s COMPLAINT AGAINST  
AMPHENOL INTERCONNECT PRODUCTS CORPORATION**

<sup>1</sup> The Reorganized Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Reorganized Debtors' service address is: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.



## **INTRODUCTION**

1. This action arises from Amphenol Interconnect Products Corporation's ("AIPC") manufacture of defective car components that it supplied to Lordstown EV Corporation ("LEVC") and its refusal to indemnify LEVC for losses arising from the defective components. Between May and July 2022, LEVC and AIPC entered four purchase orders pursuant to which it agreed to manufacture certain high voltage wiring assembly components in LEVC's electronic vehicle. In connection with such purchase orders, LEVC paid AIPC for the components and manufactured vehicles using the components.

2. The components were defective. A National Highway Traffic Safety Administration ("NHTSA") report concluded that the parts designed and provided by AIPC caused LEVC vehicles to have a safety defect and required a product recall. As a result, LEVC was forced to assume significant costs. These costs include, but are not limited to, conducting a recall of all its vehicles, investigating the cause of the deficiencies, and replacing parts and vehicles.

3. Each of Purchase Order expressly incorporates by reference LEVC's General Production Terms and Conditions ("Terms"). Pursuant to the Terms, AIPC represented and warranted that the components were free of design defects, conform to specifications, and are suitable for the intended purpose. (Ex. 1 (Terms Section 7.1).) Likewise, AIPC assumed liability for costs and damages resulting from a recall caused wholly, or in part, from a failure of AIPC's products to conform to the Products Warranty. (*Id.* at 7.4.) Moreover, AIPC broadly indemnified LEVC "to the fullest extent permitted by law" from all "losses" relating to product recalls. The indemnified losses resulting from the product recall is not less than \$488,876.24 (the "Recall Indemnity"). The Recall Indemnity is property of the LEVC estate in which Nu Ride has a property interest and must be returned.

4. Despite extensive communications and admissions by AIPC that its components were defective, AIPC has refused to furnish the Recall Indemnity to Nu Ride (the successor in interest to LEVC under the Plan). Instead, it asserted claims against LEVC during the Chapter 11 case.<sup>2</sup> AIPC's provision of defective products and refusal to indemnify LEVC are direct breaches of contract. They also violate the implied warranty of merchantability and Michigan's Uniform Commercial Code, which permits buyers to recover damages arising from rejected and deficient goods.

### **PARTIES**

5. Nu Ride Inc. ("Nu Ride" or "Plaintiff") is a corporation organized and existing under the laws of the State of Delaware. Nu Ride is the post-emergence reorganized entity and successor to the rights, assets, and obligations of the Debtors in the Chapter 11 Cases pursuant to the Confirmation Order (defined below).

6. Amphenol Interconnect Products Corporation ("AIPC") is a car parts manufacturer organized and existing under the laws of the state of Delaware and located in Endicott, New York.

### **JURISDICTION AND VENUE**

7. This is an adversary proceeding commenced pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") because this matter is a proceeding to recover money or property belonging to the Debtor. *See* Bankruptcy Rule 7001(1).

8. This Court has jurisdiction over this adversary proceeding under 28 U.S.C. § 1334 and *In the matter of: Standing Order of Reference to Bankruptcy Court under Title 11*, Amended Standing Order of Reference, dated February 29, 2012.

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<sup>2</sup> AIPC's claims remain subject to objection by the Claim Ombudsman, pursuant to the Plan. Nu Ride reserves all rights of setoff with respect to such claims.

9. This adversary proceeding arises under, arises in, and/or relates to Nu Ride's chapter 11 bankruptcy case, which is pending in the United States Bankruptcy Court for the District of Delaware. This action is a Retained Cause of Action, as set forth on Exhibit C-1 to the *Third Supplemental Plan Supplement* [Docket No. 1057] to the *Third Modified First Amended Joint Chapter 11 Plan of Lordstown Motors Corp. and its Affiliated Debtors* [Docket No. 1066] (the "Plan") and the Order confirming the Plan [Docket No. 1069], the "Confirmation Order").

10. This action is a core proceeding under 28 U.S.C. § 157(b)(2).

11. Venue is proper before this Court pursuant to 28 U.S.C. § 1409. Nu Ride consents to the entry of final orders or a final judgment by the Court in this adversary proceeding.

12. The statutory bases for the relief requested herein are sections 105(a), 362(a), 502(d), 542, and 543 of title 11 of the United States Code (the "Bankruptcy Code"). Declaratory relief is appropriate pursuant to Bankruptcy Rule 7001 and the Declaratory Judgment Act, 28 U.S.C. § 2201.

13. AIPC submitted to the jurisdiction of this Court by filing a proof of claim in the Chapter 11 Case.

14. Venue is proper in this district under 28 U.S.C § 1391, 1408 and 1409.

### **FACTUAL ALLEGATIONS**

15. On June 27, 2023 (the "Petition Date"), Lordstown Motors Corp. (now known as Nu Ride) and its affiliated debtors (the "Debtors") commenced voluntary cases under Chapter 11 of the Bankruptcy Code in this Court (the "Chapter 11 Cases").

16. Prior to the Petition Date, the Debtors were in the business of developing, manufacturing, and selling electric vehicles, primarily to commercial fleet customers. The company's flagship vehicle was the "Endurance," a full-size, all-electric pickup truck.

17. In connection with the manufacture of the Endurance, LEVC contracted with certain third parties, to manufacture components and parts for the Endurance. The suppliers contributed to certain safety issues with the Endurance which necessitated product recalls.

18. One such supplier was AIPC. Between May 25, 2022 and July 25, 2022, LEVC and AIPC entered into four purchase orders that form the basis of this action. First, on May 25, 2022, LEVC and AIPC entered into a spot-buy purchase order for 200 wiring assembly components to connect high voltage inverters to the left front wheel hub motor in the Endurance for \$119,392.00. (Ex. 2 (“Purchase Order 116902”).)

19. Second, on July 1, 2022, LEVC and AIPC entered into a spot-buy purchase order for 200 wiring assembly components to connect high voltage inverters to the right front wheel hub motor in the Endurance for \$119,392.00. (Ex. 3 (“Purchase Order 116903”).)

20. Third, also on July 1, 2022, LEVC and AIPC entered into a spot-buy purchase order for 200 wiring assembly components to connect high voltage inverters to the left rear wheel hub motor in the Endurance for \$105,040. (Ex. 4 (“Purchase Order 116905”).)

21. Finally, on July 25, 2022, LEVC and AIPC entered into a spot-buy purchase order for 200 wiring assembly components to connect high voltage inverters to the right rear wheel hub motor in the Endurance for \$105,040. (Ex. 5 (“Purchase Order 117200”) (and, collectively with Purchase Order 116902, Purchase Order 116903, and Purchase Order 116905, the “Purchase Orders”).)

22. Each of the Purchase Orders expressly incorporates by reference LEVC’s General Production Terms and Conditions (the “Terms”). They each state:

Unless otherwise agreed to in writing and signed by the Vice President of Purchasing of Lordstown EV Corporation (“LMC”), this Purchase Order is governed by the Lordstown EV Corporation General Production Terms and Conditions (“Terms”) available on the LMC supplier portal and upon request. The

Terms and all Supplemental Documents (as defined in the Terms) are incorporated by reference herein and shall be deemed part of the contract between LMC and Supplier even though such documents are not attached to this Purchase Order. The entire relationship between LMC and Supplier, including this Purchase Order, is exclusively governed by the Terms. Any additional or different terms, whether contained in Supplier's forms or otherwise presented by Supplier at any time, are hereby rejected, unless in writing and signed by the Vice President of Purchasing of LMC. In the event that LMC has already received an offer from Supplier, LMC hereby rejects Supplier's offer and makes a counteroffer in the form of the Terms, which Supplier shall be deemed to accept as specified in the Terms.

23. Pursuant to the Terms, AIPC provided LEVC with a product warranty, broadly indemnified LEVC from product recalls, and was obligated to replace, repair, or refund the purchase price for any non-conforming components. Section 7.1 of the Terms states, in relevant part:

7.1 Product Warranty. Seller warrants to Buyer that (a) the Products will be produced and delivered in strict accordance with the terms and requirements set forth in the Contract, including conforming to the Specifications, be free of defects in design (to the extent the Products are designed by Seller or its suppliers), materials, and workmanship, be merchantable, and be fit and sufficient for the particular purpose intended by Buyer and shall conform in all material respects to all applicable laws and regulations in force at the time the Products are produced . . . the Products shall perform in accordance with the performance requirements set forth in the Contract[.]

24. Section 7.1 of the Terms further specifies that, if AIPC breaches the Product Warranty, LEVC is entitled to receive a replacement, repair, or refund of the purchase price. LEVC is also entitled to attorneys' fees and costs resulting from AIPC's failure to comply with these obligations. It states:

Promptly upon notice from Buyer of, or promptly upon Seller otherwise learning of, any defect or failure to comply with the Products Warranty, Seller shall, at Buyer's option, either (1) replace, (2) repair, or (3) refund the purchase price for any Products that do not conform to the Products Warranty . . . Any provision to the contrary in the Contract notwithstanding, if Seller fails to timely deliver the Products, including the failure to promptly replace, repair, or modify a nonconforming Good, then Buyer shall have the right, in addition to the right of termination, to purchase replacement goods from a party other than Seller and charge Seller for any price differential for these cover purchases from the purchase price, as well as recover any and all damages to which Buyer is entitled under law

and equity, including breach of contract damages as well as any and all attorneys' fees and costs incurred as a result of Seller's breach of its obligations.

25. In addition, AIPC is obligated to broadly indemnify LEVC for damages arising from deficiencies in its product that result in a product recall. Section 7.4 of the Terms states:

Except as otherwise stated in the Contract, Seller will be liable for costs and damages resulting from any voluntary or government-mandated recall (a "Recall") if the Recall results in whole or in part from a failure of the Products to conform to the Products Warranty or Services Warranty, whether the Recall occurs during or after the otherwise applicable Warranty Period. If Seller is liable for a Recall, the extent of Seller's liability will be negotiated on a case by-case basis based on (a) a good faith allocation of responsibility for the Recall; (b) the reasonableness of the costs and damages incurred; (c) the quantity purchased and Contract price of the affected Products; and (d) other relevant factors. Buyer will exercise commercially reasonable efforts to (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Products; (ii) provide Seller with available performance evaluations, accident reports, engineering investigations, and other data relating to the potential Recall, subject to Seller executing a non-disclosure agreement reasonably acceptable to Buyer; (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customers, and governmental agencies regarding the need for and scope of the Recall; and (iv) consult with Seller about the most cost-effective method of modifying or replacing vehicle systems or component parts, including the Products, in order to remedy the alleged defect or noncompliance.

26. Section 12.1 of the Terms further specifies that:

To the fullest extent permitted by law, Seller will indemnify, defend, and hold harmless Buyer . . . from and against any and all . . . losses . . . based upon, relating to, arising from, or which are alleged to have been caused in connection with [AIPC's] defective design . . . or manufacture or provision of Products, delivery of non-conforming Products, or its negligent acts or omissions in its performance under the Contract."

27. Separately, Section 1.3 of the Terms incorporates by reference other supplemental documents that LEVC provided to AIPC. It states:

Buyer will provide copies of or access to the Supplemental Documents, or take reasonable steps to reasonable steps to provide notice of the Supplemental Documents as reasonable under the circumstances, to Seller pursuant to procedures established by Buyer. All applicable Supplemental Documents are incorporated by reference into these Terms notwithstanding the fact that the Supplemental Documents may not be attached to these Terms.

28. Supplemental Documents are defined to include “any other documents designated by Buyer and Seller, such as Buyer’s supplier/vendor manuals (including the Supplier Quality Assurance Manual), guidelines, standards, requirements, policies, and procedures; specifications; drawings; and requirements of Buyer’s customer generated or provided by or on behalf of Buyer. (Terms, Section 1.2.)

29. One such Supplemental Document is the Statement of Requirements that LEVC provided to AIPC. (Ex. 6 (the “SOR”).) The SOR provides that AIPC and/or its suppliers are primarily responsible for the design and quality of the products. Section 6.1.1 of the SOR states:

In this business relationship it is assumed that LMC is the OEM to the Supplier and the Supplier is Tier 1 to LMC. All upstream Suppliers to the Tier 1 are assumed to be Tier 2 or 3 and their performance is the responsibility of the Supplier.

30. Likewise, Section 6.1.6 of the SOR states:

The Supplier will provide design and development support for their raw materials, components, and assemblies to ensure that all parts are manufacturable to the performance, quality, mass, and cost levels defined by LMC. Support shall be in the form of design, engineering, testing, tooling, and manufacturing expertise and shall be made available by the Supplier on a full-time basis, as needed.

31. Pursuant to Section 21.13 of the Terms, the Purchase Orders are governed by Michigan law.

32. Between 2022 and 2023, AIPC designed and supplied the high voltage cable assembly components under the Purchase Orders. During this initial period, AIPC acknowledged it was responsible for LEVC including in a September 9, 2022 communication from AIPC’s Business Development Manager.

33. LEVC subsequently manufactured Endurance using the high-voltage cable assembly components provided by AIPC.

34. Starting on January 20, 2023, Endurance vehicles experienced significant safety issues that would require a recall of all vehicles built to date. The vehicles began to experience a



loss of propulsion when being operated. One of the cars suddenly shifted itself out of Drive while at a stop sign in Detroit. It was subsequently delivered to LEVC for analysis.

35. Between January 24 and early February, 2023, testing was performed, including by AIPC. A National Highway Traffic Safety Administration report concluded that the cause of the defect was a “high voltage cable between the inverter and the motor” which “may lose high-voltage isolation between the busbar and conductive shield, causing an unexpected reduction of power and eventual loss of propulsion.” (Ex. 7 (the “Safety Recall Report”).) In the Safety Recall Report, NHTSA identified the defective components as the four parts supplied by AIPC under the Purchase Orders. NHTSA also concluded that the defect posed a serious safety risk as Endurance trucks “may experience reduction and eventual loss of propulsion without prior warning if the fault occurs. Once the vehicle is stopped, it may automatically shift into Neutral. Once the vehicle is shut off, it cannot be restarted. Each of these conditions could result in an increased risk of a crash.”

36. In connection with the investigation into the safety issues, LEVC assumed significant expenses. For instance, LEVC had to enter into a contract with a car safety service provider, Elaphe Propulsion Technologies LTD (“Elaphe”), in the amount of \$106,074.29 on February 14, 2023 in order to obtain durability testing services. Elaphe is located in Slovenia, and shipping affected high voltage wire assemblies to Europe required LEVC to spend \$1,178.57. Additionally, LEVC was required to expend labor costs to participate in the investigation. A team of six engineers and product specialists participated in 39 hour long meetings between January 31, 2023 and March 26, 2023 to investigate and resolve the product defect. In sum, LEVC assumed no less than \$138,713.38 in estimated costs in connection with its investigation.

37. On February 21, 2023, LEVC was required to conduct a product recall to remedy the issues associated with AIPC's defective high-voltage cable assembly. This required LEVC to repair the high-voltage wire assemblies on twelve affected vehicles in the field. Costs associated with these efforts are estimated at no less than \$69,927.26.

38. LEVC also needed to replace affected units and parts 26 fully assembled vehicles that were present on LEVC's plants. Separately, LEVC had to scrap and replace a total of 371 high voltage wire assemblies that were in inventory at the LEVC's plant. Replacing the parts and scrapping the preexisting parts cost LEVC are estimated at no less than \$280,235.60.

39. Beginning on March 7, 2023, LEVC invoked its rights under the Terms and demanded payment of the costs associated with the investigation, recall, and replacement efforts. In good faith, it went through the additional expense of explaining the contractual bases for its request for indemnification. It also provided a detailed accounting of its costs no less than \$488,876.24 for which it sought recovery.

40. In response, AIPC refused to pay the owed amounts.

41. AIPC also filed a proof of claim against LEVC in the Chapter 11 case.

**COUNT 1**  
**(Breach of Contract – Purchase Orders)**

42. Plaintiff repeats and realleges all preceding paragraphs of the Complaint as if fully set forth herein.

43. The Purchase Orders are valid contracts and include the Terms and SOR.

44. LEVC performed each of its obligations under the Purchase Orders.

45. AIPC breached its obligations under the Purchase Orders.

46. The high-voltage cable assembly components sold by AIPC were required to be “produced and delivered in strict accordance with the terms and requirements set forth in the

Contract, including conforming to the Specifications, be free of defects in design (to the extent the Products are designed by Seller or its suppliers), materials, and workmanship, be merchantable, and be fit and sufficient for the particular purpose intended by Buyer and shall conform in all material respects to all applicable laws and regulations in force at the time the Products are produced . . . the Products shall perform in accordance with the performance requirements set forth in the Contract[.]” (Terms Section 7.1.)

47. The high-voltage cable assembly components were defective, as confirmed by AIPC’s own investigation and the Safety Recall Report.

48. AIPC was obligated to broadly indemnify LEVC for costs arising from product deficiencies and a product recall. (Terms Section 7.4.)

49. AIPC breached such obligation by refusing to indemnify LEVC for at least \$488,876.24 in costs arising from the product recall.

50. AIPC was obligated to indemnify, to the fullest extent permitted by the law, for all “Losses” relating to product recalls “based upon, relating to, arising from, or which are alleged to have been caused in connection with” among other things, “AIPC’s “defective design . . . or manufacture or provision of Products, deliver of non-conforming Products, or its negligent acts or omissions in its performance under the Contract[.]” (Terms Section 12.1.)

51. AIPC breached its obligations under Section 12.1 of the Terms by refusing to pay LEVC for Losses arising from the defective design of each of the high-voltage cable assembly components provided under the Purchase Orders.

52. Nu Ride was harmed by the breaches the breaches of the Purchase Orders in an amount no less than \$488,876.24 to be proven at trial.

**COUNT 2**  
**(Breach of Implied Warranty of Merchantability)**

53. Plaintiff repeats and realleges all preceding paragraphs of the Complaint as if fully set forth herein.

54. Under Michigan law, every contract of sale by a merchant who regularly sells goods of the same kind as those purchased by the buyer, the law implies a warranty that the goods shall be merchantable and fit for the ordinary purpose for which such goods are used.

55. AIPC is a company in the business of selling high-voltage cable assembly components and held itself out as having special knowledge or skill regarding these goods.

56. LEVC purchased high-voltage cable assembly components from AIPC through each of the Purchase Orders.

57. The high-voltage cable assembly components sold through the Purchase Orders were not of a quality generally acceptable in the trade and were not fit for the ordinary purpose for which high-voltage cable assembly components are used. They were defective and resulted in product safety issues in the Endurance vehicles.

58. LEVC took reasonable steps to notify AIPC within a reasonable time that the high-voltage cable assembly components did not have the expected quality.

59. LEVC was harmed by the defective high-voltage cable assembly components in an amount no less than \$488,876.24 to be proven at trial.

60. The failure of the high-voltage cable assembly components to have the expected quality was a substantial factor in causing LEVC's harms.

**COUNT 3**  
**(Revocation Of Acceptance Pursuant To MCL 440.2608 And  
Damages Under MCL 440.2715)**

61. The defects and non-conformities in the high-voltage cable assembly components

were latent and not readily discoverable by LEVC upon reasonable inspection. AIPC also represented that the high voltage cable assembly components were safe and suitable condition for manufacturing the Endurance vehicles.

62. The defects in the high voltage cable assembly components substantially impair the use and value of the components and the Endurance trucks.

63. LEVC previous notified AIPC of the defects and is entitled to both revocation, return of the contract price, and incidental and consequential damages arising from the deficiencies pursuant to MCL 440.2715.

**COUNT 4**  
**(11 U.S.C. 542 - Turnover)**

64. Plaintiff repeats and realleges all preceding paragraphs of the Complaint as if fully set forth herein.

65. AIPC is an entity other than a custodian that is in possession, custody, and/or control of property that Nu Ride could use, sell, or lease under Section 363 of the Bankruptcy Code and in which Nu Ride has property interests, *i.e.*, the Recall Indemnity of \$488,876.24.

66. Alternatively, AIPC is the custodian of the Recall Indemnity. Through service of this Complaint, Nu Ride gives AIPC notice of this Adversary Proceeding. Thus, AIPC must “deliver to [Nu Ride] any property of [LEVC] held by or transferred to [AIPC], or proceeds, product, offspring, rents, or profits of such profits, that is in [AIPC’s] possession, custody, or control on the date that [AIPC] acquires knowledge of the commencement of the case.” *See* 11 U.S.C. § 543.

67. Pursuant to § 542, or, alternatively, § 543 of the Bankruptcy Code, and as further permitted by § 105 of the Bankruptcy Code, Nu Ride respectfully requests an order of this Court directing AIPC to immediately release and turn over to Nu Ride the Recall Indemnity.

**COUNT 5**  
**(Declaratory Judgment)**

68. Nu Ride repeats and realleges all preceding paragraphs of the Complaint as if fully set forth herein.

69. There is an actual controversy between Nu Ride and AIPC as to whether Nu Ride is entitled to recover the Recall Indemnity.

70. As such, in accordance with 28 U.S.C. § 2201 and Bankruptcy Rule 7001(i), Nu Ride seeks a judgment declaring that Nu Ride is entitled to recover the Recall Indemnity.

71. A declaratory judgment is necessary and useful in resolving the actual, substantial, and justiciable controversy as set forth above.

72. A declaratory judgment is necessary, appropriate, and useful at this time under all the circumstances to declare that Nu Ride is entitled to recover the Recall Indemnity.

73. A declaratory judgement would further the public interest and considerations of practicality and of efficient judicial administration.

**COUNT 6**  
**(11 U.S.C. § 502(d) - Disallowance of Claims)**

74. Nu Ride repeats and realleges all preceding paragraphs of the Complaint as if fully set forth herein.

75. In accordance with 11 U.S.C. § 502(d), AIPC is a defendant of claims alleged for which rights of setoff may be available pursuant to 11 U.S.C. § 553.

76. AIPC has not paid the amounts for which they are liable pursuant to the above-cited provisions of the Bankruptcy Code.

77. Pursuant to U.S.C. § 502(d), any and all claims held by AIPC must be disallowed until such time as the payments and security interests sought herein to be avoided and recovered and the damages sought herein are paid in setoff, as applicable.

**WHEREFORE**, Nu Ride requests that the Court enter a judgment against AIPC granting the following relief:

- a. Money damages in an amount to be proven at trial not less than \$488,876.24;
- b. A refund of the purchase price paid by LEVC;
- c. An order that the Recall Indemnity is property of the Debtors' estate that must be turned over to Nu Ride pursuant to Section 542 of the Bankruptcy Code;
- d. Incidental, consequential and actual damages;
- e. Declaratory judgment that \$488,876.24 is owed to Nu Ride;
- f. Disallowance of AIPC's claim;
- g. Costs, interest, and attorneys' fees; and
- h. Such other and further relief as this Court deems just.

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Dated: June 27, 2025  
Wilmington, Delaware

**MORRIS JAMES LLP**

/s/ Tara C. Pakrouh

Eric J. Monzo (DE Bar No. 5214)  
Tara C. Pakrouh (DE Bar No. 6192)  
500 Delaware Avenue, Suite 1500  
Wilmington, DE 19801  
Telephone: (302) 888-6800  
Facsimile: (302) 571-1750  
E-mail: emonzo@morrisjames.com  
tpakrouh@morrisjames.com

-and-

**BROWN RUDNICK LLP**

Robert J. Stark (admitted *pro hac vice*)  
Bennett S. Silverberg (admitted *pro hac vice*)  
Alexander F. Kasnetz (admitted *pro hac vice*)  
7 Times Square  
New York, NY 10036  
Telephone: (212) 209-4800  
Facsimile: (212) 209-4801  
E-mail: rstark@brownrudnick.com  
bsilverberg@brownrudnick.com  
akasnetz@brownrudnick.com

-and-

Sharon I. Dwoskin (admitted *pro hac vice*)  
James W. Stoll (admitted *pro hac vice*)  
One Financial Center  
Boston, MA 02111  
Telephone: (617) 856-8200  
Facsimile: (617) 856-8201  
E-mail: sdwoskin@brownrudnick.com  
jstoll@brownrudnick.com

*Counsel to Nu Ride Inc.*



**EXHIBIT 1**

Terms

**LORDSTOWN EV CORPORATION  
GENERAL PRODUCTION TERMS AND CONDITIONS**

These General Production Terms and Conditions (these “**Terms**”) are by and between Lordstown EV Corporation (“**LMC**”) or the Designated Purchaser issuing the Purchase Order pursuant to which Products are provided, as applicable (each a “**Buyer**”), and the vendor or supplier providing Products to Buyer (“**Seller**”). A table of defined terms identifying the section in the body of these Terms where such term is defined is set forth on the Appendix of Defined Terms at the end of these Terms.

**1. The Contract.**

**1.1 Applicability.** These Terms apply to the purchase by Buyer of Goods and Services (collectively, “**Products**”) that are part of or utilized in the production of LMC-branded vehicles (“**Vehicles**”). “**Goods**” means raw materials, tooling, export parts, trial parts, goods, production parts, service parts, accessories, components, software and intellectual property, and tools and supplies; and “**Services**” means any direct or indirect services related to or utilized in the production of Goods or the Vehicle, in each case that are supplied, designed, developed, engineered, processed, produced, manufactured, delivered, or otherwise provided to Buyer by or on behalf of Seller. These Terms are effective and shall apply to the relationship between Seller and LMC as of March 1, 2022, including (a) all Products delivered to Buyer on or after that date; and (b) all Purchase Orders in effect as of or issued after that date.

**1.2 Offer and Acceptance.** Buyer shall purchase Products from Seller by issuing a purchase order, or other comparable written order (each a “**Purchase Order**”) pursuant to these Terms. Each Purchase Order Buyer issues to Seller is Buyer’s offer to purchase the Products identified in that Purchase Order. The contract between Buyer and Seller (the “**Contract**”) shall comprise of: (a) the Purchase Order; (b) these Terms; (c) any Release issued pursuant to the Purchase Order; and (d) any other documents designated by Buyer that supplement these Terms or the Purchase Order and further define the relationship between Buyer and Seller, such as Buyer’s supplier/vendor manuals (including the Supplier Quality Assurance Manual), guidelines, standards, requirements, policies, and procedures; specifications; drawings; and requirements of Buyer’s customer generated or provided by or on behalf of Buyer (collectively, the “**Supplemental Documents**”), all as

may be modified from by Buyer time to time. Seller will be deemed to have accepted the Contract upon the earliest to occur of: (i) Seller’s acknowledgment in writing of its acceptance of the Contract, including submission of any invoice, shipping notice or other evidence of shipping, or any other documentation that demonstrates Seller is performing its commercial relationship with Buyer; (ii) Seller’s commencement of performance under the Contract, or Seller’s continuing and ongoing performance under the Contract; or (iii) Seller’s failure to reject the Purchase Order in writing within three (3) days of Buyer’s issuance thereof.

**1.3 Supplemental Documents.** Buyer will provide copies of or access to the Supplemental Documents, or take reasonable steps to provide notice of the Supplemental Documents as reasonable under the circumstances, to Seller pursuant to procedures established by Buyer. All applicable Supplemental Documents are incorporated by reference into these Terms notwithstanding the fact that the Supplemental Documents may not be attached to these Terms.

**1.4 Purchasing Designee.** Seller acknowledges that LMC may designate an affiliate of LMC or other third party, including Foxconn EV System LLC (“**FXN**”) (each a “**Designated Purchaser**”), to issue Purchase Orders to Seller or otherwise purchase Products from Seller (each a “**Designated Purchase Agreement**”). Seller shall not refuse to accept any Designated Purchase Agreement issued in accordance with the Contract. Unless otherwise indicated in the applicable Designated Purchase Agreement and subject to **Section 1.6**, any such Designated Purchase Agreement shall be issued by the applicable Designated Purchaser on its own behalf and not on behalf of LMC. Notwithstanding the existence of such relationship between LMC and a Designated Purchaser, nothing in the Contract limits or restricts the right of LMC to purchase on its own behalf under the Purchase Order.

**1.5 Continuous Relationship; Third-Party Beneficiary.** These Terms apply to the continuous and ongoing relationship between Seller and LMC, regardless of whether Products are purchased directly from Seller by LMC or by a Designated Purchaser. LMC benefits from the relationship and is an intended third-party beneficiary of the Contract (including any Designated Purchase Agreement) entitled to the benefits of and to enforce the Contract and Seller

acknowledges and agrees to the foregoing. Except as set forth in this **Section 1.5**, the parties do not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

**1.6 Responsibilities under Certain Designated Purchase Agreements.** If the Designated Purchaser is FXN, then FXN (and not LMC) shall be solely and exclusively liable to Seller for Buyer's payment obligations under **Section 6**. All other rights and obligations between Seller and Buyer under the Contract shall run directly and exclusively between LMC (and not FXN) and Seller, such that there is privity between LMC and Seller for purposes of enforcement of those rights and obligations.

**1.7 Updates.** These Terms and the Supplemental Documents may be updated, including, as it relates to Supplemental Documents, exchanged, added, superseded, or deleted, by Buyer from time to time. Buyer will provide copies of or access to such updated Terms or Supplemental Documents, or take reasonable steps to provide notice of the updated Terms or Supplemental Documents, as reasonable under the circumstances, to Seller pursuant to procedures established by Buyer. Any updates to these Terms or a Supplemental Document shall be effective as of the date specified by Buyer and be binding on Seller.

## **2. Sale of Products.**

**2.1 No Requirements/Output Contract.** Nothing contained in the Contract may be construed to create an exclusive relationship between Seller and Buyer. Buyer may buy or otherwise acquire from other sources products that are similar to or exactly like the Products or reduce quantities acquired from Seller regardless of the course of dealing between the parties. Subject to **Section 2.2**, a Purchase Order does not constitute a requirements or output contract, unless, and then only to the extent, specifically designated as such on the face of the Purchase Order and signed by Buyer and Seller.

**2.2 Quantity and Delivery Requirements.** The times, quantities, and locations for delivery of the Products ("**Delivery Requirements**") shall be specified in the applicable Purchase Order (including a Release). If the face of a Purchase Order does not specify the quantity of Products to be purchased, or specifies the quantities as "blanket order", "as released", "as scheduled", "as directed", "subject to Buyer's production releases", or other similar language, then, in consideration for ten U.S. dollars (U.S.\$10.00), the payment of which shall be made by

Buyer upon the complete termination of the applicable Purchase Order, Seller grants to Buyer an irrevocable option during the term of the Purchase Order to purchase the Products in such quantities and on such delivery dates and times as indicated in the firm delivery or shipping releases, authorizations, manifests, broadcasts, or similar written instructions issued or transmitted by Buyer to Seller from time to time in reference to the applicable Purchase Order (each a "**Release**"), and Seller shall deliver such quantities on such dates and times, at the price, and on the other terms specified in the Purchase Order; provided that Buyer shall purchase no less than one piece or unit of each of the Products and no more than one hundred percent (100%) of Buyer's requirements for the Products. All references herein to "Purchase Order" shall include any Releases. Time is of the essence in Seller's performance of the Contract. Seller is responsible for obtaining and maintaining at its risk and expense all raw materials, inventories, and other resources and for manufacturing Products necessary to meet Buyer's Delivery Requirements.

**2.3 Scheduling Forecasts.** Buyer may generate or issue Supplemental Documents that project vehicle volumes or target volumes ("**Scheduling Forecasts**"). Scheduling Forecasts are not firm commitments or guarantees that a certain quantity of Products will be purchased by Buyer. Scheduling Forecasts will be superseded in their entirety by the issuance of an applicable Purchase Order specifying the quantity and Delivery Requirements of Products to be purchased.

**2.4 Price.** The price for Products shall be specified by Buyer in the Purchase Order. The price is a firm fixed price for the duration of the Purchase Order and not subject to increase for any reason. The purchase price is inclusive of all storage, handling, packaging, and all other costs of Seller.

**2.5 Changes.** Buyer may from time to time by notice to Seller make changes, within the scope of the Contract, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract. At Seller's written request, to be made within seven (7) days of Buyer's change notice and accompanied by reasonable supporting documentation, the parties will agree upon, in writing, an equitable adjustment to the Contract prices and times for performance as a result of Buyer's material changes. Seller shall implement the change as soon as possible, regardless of whether the parties have agreed on an equitable adjustment, if any. Seller will not make any change to the Products except at Buyer's

written instruction or with Buyer's written approval. If Seller learns of a possible change to the Products that may reduce costs, improve quality, or otherwise be beneficial to Buyer, Seller shall promptly inform Buyer of the possible change.

**2.6** Current Model Service Parts. Seller will make Products covered by the Contract available to Buyer for Buyer's current-model service requirements at the then-current production piece price under the Contract.

**2.7** Past Model Service Parts. Seller will make Products available to Buyer for Buyer's past-model service requirements for a period of 15 years after the end of the vehicle production program. Unless otherwise agreed to by Buyer, for the first three years of the past-model service part period the past-model service Products will be produced, sold, and delivered to Buyer at the standard production piece price, on the standard production payment and delivery terms, and otherwise in conformity with the provisions of the Contract. Thereafter, the price for past-model service Products may be adjusted, as agreed to by the parties, to cover Seller's expenses for packaging, handling, and shipping that are unique to the supply of the past-model service Product.

### **3. Delivery.**

**3.1** Packing and Shipment. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with Buyer's instructions, including labeling and hazardous materials instructions. If Buyer has not provided packing or shipping instructions, Seller will pack and ship Products in accordance with sound commercial practices. If Seller is required to use Buyer's returnable packaging, Seller will be responsible for cleaning and returning the returnable packaging. If returnable packaging is not available, Seller may use expendable packaging.

**3.2** Delivery Schedules. Unless otherwise stated in the Contract, Products will be delivered F.C.A. Seller's dock (Incoterms 2020) and title will transfer upon receipt of the Products by the freight carrier. If Products are not ready for delivery in time to meet Buyer's delivery schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may

change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for Products covered by the Contract.

### **4. Inspection.**

Buyer may, upon reasonable advance notice to Seller, inspect production processes and Property and, subject to Seller's prior written approval, conduct testing at Seller's premises for the sole purpose of verifying Seller's performance under the Contract. Buyer is not required to inspect Products delivered or provided, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract.

### **5. Taxes.**

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges. Seller will separately invoice Buyer for any sales, value added, or similar turnover taxes or charges that Seller is required by law to pay or collect from Buyer.

### **6. Payment; Invoices; Audits.**

**6.1** Generally. Except as otherwise stated in the Purchase Order, Buyer shall pay the charges set forth in non-disputed conforming invoices based on a Net 45-day payment term. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Seller will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer may setoff or deduct from sums owed to Seller under the Contract those sums which the Buyer determines in good faith the Seller owes to Buyer (which for purposes of this sentence, includes both LMC and any Designated Purchaser). Seller assumes the risk of events or causes affecting prices, including foreign exchange rates, increases in raw material costs, inflation, increases in labor, and other production and supply costs. Seller represents that the price charged to Buyer for Products shall not exceed the prices charged to any other customer of Seller for products which are the same or substantially similar to the Products, taking into account the quantities and terms of the Purchase Order. Moreover, Seller agrees to promptly notify Buyer of any overcharges and to



refund any excess amounts charged by Seller to Buyer in violation of this **Section 6**.

**6.2 Conforming Invoice.** Seller shall issue invoices in conformance with Buyer's instructions as to form, content and method for submission. Payment shall be deemed to occur upon transmittal of payment by Buyer. Invoices must contain the Purchase Order number, if any, and description of Products. In the event of any delay in receiving an invoice, or any error or omissions in any invoice, Buyer may withhold payment without losing its rights to applicable cash discounts and without incurring any additional fee imposed by Seller. Except as otherwise stated in the Purchase Order, all payments will be in U.S. dollars.

**6.3 Audit; Records.** At Buyer's request, Seller will allow Buyer or its designated representatives to audit its books, records, and other information relating to the Purchase Order to the extent necessary to verify Seller's compliance with completed and current Purchase Orders, including the accuracy of any charges set forth therein. Seller will cooperate with and comply with all reasonable requests from Buyer or its designated representatives in connection with such audit. Seller shall maintain its books, records, and other information relating to each Purchase Order for at least seven years after delivery of the Products provided for in such Purchase Order. Upon completion of any such audit, Buyer and Seller will review the audit report together and work in good faith to agree upon (a) any adjustment of charges to Buyer (including any reimbursement of any overpayment by Buyer or reimbursement to Seller for any underpayment by Buyer); and (b) any appropriate adjustments to Seller's billing practices. If any such audit discloses overpayments that in the aggregate equal one percent or more of the amounts that were actually due as shown by the audit, then Seller will reimburse Buyer for the costs of the audit.

## **7. Warranties.**

**7.1 Product Warranty.** Seller warrants to Buyer that (a) the Products will be produced and delivered in strict accordance with the terms and requirements set forth in the Contract, including conforming to the Specifications, be free of defects in design (to the extent the Products are designed by Seller or its suppliers), materials, and workmanship, be merchantable, and be fit and sufficient for the particular purpose intended by Buyer and shall conform in all material respects to all applicable laws and regulations in force at the time the Products are produced; (b) the documentation provided by Seller

shall be correct, free from defects, and in sufficient detail to permit Buyer to properly and safely operate and maintain the Products; (c) the Products shall perform in accordance with the performance requirements set forth in the Contract; (d) Seller has the expertise and resources necessary to produce and deliver the Products in accordance with the requirements and specifications (including timeframes) set forth in the Contract, including any statement of work; and (e) to the extent that the Products contain Software delivered to Buyer, Products shall not contain any undisclosed features or any "back door", "time bomb", "Trojan horse", "worm", "drop-dead device", "virus", or other computer software routines or hardware components designed to (i) permit access to or unauthorized use of the Product, the Software, or Buyer's computer systems, (ii) disable, damage, or erase the Product, the Software, or data, or (iii) perform any other such actions, and the Software shall not contain preprogrammed preventative routines or similar devices which prevent Buyer from exercising the rights granted under the Contract and/or from utilizing the Product or the Software for the purpose for which it was designed (collectively, the "**Products Warranty**"). Promptly upon notice from Buyer of, or promptly upon Seller otherwise learning of, any defect or failure to comply with the Products Warranty, Seller shall, at Buyer's option, either (1) replace, (2) repair, or (3) refund the purchase price for any Products that do not conform to the Products Warranty. Products repaired, replaced, or modified shall be subject to all provisions of the Contract to the same extent as items initially delivered, with any applicable Warranty Period beginning upon the completion of such repair, replacement, or modification, which completion date shall be the date certified in writing by Buyer which is at least six weeks after the repaired, replaced, or modified items have functioned properly without further defect. With respect to the Products Warranty relating to Software, if Buyer, within the Warranty Period, notifies Seller of any software defect, nonconformance, or breach of the foregoing warranty, Seller shall, at Buyer's option, repair, reflash, or replace the defective Software at its sole expense. The Warranty Period will extend by a period equal to any periods during which the Software fails to conform to the foregoing warranty. Any provision to the contrary in the Contract notwithstanding, if Seller fails to timely deliver the Products, including the failure to promptly replace, repair, or modify a nonconforming Good, then Buyer shall have the right, in addition to the right of termination, to purchase replacement

goods from a party other than Seller and charge Seller for any price differential for these cover purchases from the purchase price, as well as recover any and all damages to which Buyer is entitled under law and equity, including breach of contract damages as well as any and all attorneys' fees and costs incurred as a result of Seller's breach of its obligations.

**7.2 Services Warranty.** Seller represents and warrants to Buyer that (a) all Services will be performed in a prompt, professional, and workmanlike manner in accordance with the requirements and specifications (including timeframes) set forth in the Contract, including any statement of work, and otherwise in accordance with industry standards and will conform in all material aspects with all applicable laws and regulations in force at the time the Services are performed; and (b) Seller has the expertise and resources necessary to undertake and complete the Services in accordance with the requirements and specifications (including timeframes) set forth in the Contract, including any statement of work (collectively, "**Services Warranty**"). Promptly upon notice from Buyer of, or promptly upon Seller otherwise learning of, any defect or failure to comply with the Services Warranty, Seller shall, at Buyer's option, either (i) re-perform any Services; or (ii) refund the service fees for any Services that do not conform to the Services Warranty. Services re-performed shall be subject to all provisions of the Contract to the same extent as Services initially performed, with any applicable Warranty Period beginning upon the completion of such re-performance, which shall be the date certified in writing by Buyer which is at least six weeks after the re-performed or corrected Services have continued without further defect. Any provision to the contrary in the Contract notwithstanding, if Seller fails to timely re-perform a nonconforming Service, then Buyer shall have the right, in addition to the right of termination, to purchase replacement services from a party other than Seller and charge Seller for any price differential for these cover purchases from the purchase price, as well as recover any and all damages to which Buyer is entitled under law and equity, including breach of contract damages as well as any and all attorneys' fees and costs incurred as a result of Seller's breach of its obligation.

**7.3 Warranty Period.** Except as otherwise stated in the Contract, the warranty period is the longer of (a) three years from acceptance by Buyer; (b) the warranty period specified by Seller and Seller's documentation relating to the Products, as the case

may be; (c) the warranty period extended by LMC to purchasers of Vehicles; and (d) the warranty period provided by applicable law ("**Warranty Period**").

**7.4 Recalls.** Except as otherwise stated in the Contract, Seller will be liable for costs and damages resulting from any voluntary or government-mandated recall (a "**Recall**") if the Recall results in whole or in part from a failure of the Products to conform to the Products Warranty or Services Warranty, whether the Recall occurs during or after the otherwise applicable Warranty Period. If Seller is liable for a Recall, the extent of Seller's liability will be negotiated on a case-by-case basis based on (a) a good faith allocation of responsibility for the Recall; (b) the reasonableness of the costs and damages incurred; (c) the quantity purchased and Contract price of the affected Products; and (d) other relevant factors. Buyer will exercise commercially reasonable efforts to (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Products; (ii) provide Seller with available performance evaluations, accident reports, engineering investigations, and other data relating to the potential Recall, subject to Seller executing a non-disclosure agreement reasonably acceptable to Buyer; (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customers, and governmental agencies regarding the need for and scope of the Recall; and (iv) consult with Seller about the most cost-effective method of modifying or replacing vehicle systems or component parts, including the Products, in order to remedy the alleged defect or non-compliance.

## **8. Compliance with Laws.**

**8.1 Generally.** Seller will comply with applicable laws, rules and regulations of the country where the Products are manufactured or otherwise performed. Seller will provide Buyer with material safety data sheets regarding the Products and, upon Buyer's request, will provide Buyer with other information reasonably required in order to comply with applicable laws.

**8.2 Trade Compliance.** Seller shall comply with all applicable Trade Laws, rules and regulations in connection with its supply of Products to Buyer under the Contract. The Trade Laws include U.S. sanctions laws, executive orders and regulations administered by the U.S. Departments of the Treasury and State; any requirements arising under laws and regulations administered by the U.S. Homeland Department's Customs and Border Protection; the U.S. Foreign

Corrupt Practices Act; the U.S. anti-boycott laws administered by the U.S. Departments of Commerce and Treasury; and other applicable U.S. and non-U.S. international trade laws (collectively, the “**Trade Laws**”). The parties shall cooperate with each other to ensure compliance with the Trade Laws. Seller represents and warrants that it and any person acting on its behalf is not owned or controlled by any person subject to an export-related or sanctions-related list of restricted parties maintained by the United States or other applicable government; the export-related or sanctions-related lists of restricted parties include but are not limited to the U.S. Department of the Treasury’s List of Specially Designated Nationals and Blocked Persons List, and the U.S. Department of Commerce’s List of Denied Persons or Entity List, and the EU Consolidated List.

## **9. Intellectual Property Rights.**

**9.1 Buyer’s Intellectual Property.** Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (“**Intellectual Property Right**”) of Buyer in information, documents, or property that Buyer makes available to Seller under the Contract, other than the right to use Buyer’s Intellectual Property Rights solely for the purpose of producing and supplying Products to Buyer pursuant to the Contract.

**9.2 Seller’s Intellectual Property.** Except as stated in this **Section 9.2**, Seller does not transfer to Buyer any Intellectual Property Right of Seller related to the Products or incorporated in Buyer’s Property, other than the right to incorporate Products purchased from Seller in vehicles and component parts and to sell those vehicles and component parts to the public. If the Contract is terminated by Buyer pursuant to **Section 11.3** or **11.4**, Seller grants to Buyer a non-exclusive right and license to use Seller’s Intellectual Property Rights during the Contract term that would have applied had it not been earlier terminated under **Section 11.3** or **11.4**, and subject to **Section 13**, to obtain from alternate sources goods and services similar to the Products for use in vehicles or component parts covered by the terminated Contract. There will be no fee for this license. Notwithstanding anything to the contrary in this **Section 9.2**, Seller agrees that the detailed designs, drawings, and specifications for the Products (“**Specifications**”) so as to meet Buyer’s requirements are Buyer’s Intellectual Property and Confidential Information of Buyer, and any information or data regarding the incorporation of the Products in vehicles and component parts

(including customizations requested by Buyer) and any information or data regarding performance within vehicles or during testing are the property and Confidential Information of Buyer.

**9.3 Software.** When Products include computer programs, including, where applicable, object code (including microcode) and source code, and any enhancements, modifications, updates, or releases relating thereto (“**Software**”), Seller shall obtain and provide to Buyer unrestricted usage rights, which shall be freely transferable, and shall provide Buyer with all documentation related to the Software, including a Software bill of materials, user manuals, training materials, product descriptions and applicable specifications, technical manuals and supporting materials, developed documents, and other printed or electronic information. No Software will contain copyleft materials or materials subject to any license that requires as a condition of use, modification, or distribution thereof, that such materials, or materials combined or distributed with such materials, be (a) disclosed or distributed in source code or similar form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

**9.4 Infringement.** Seller will indemnify, defend, and hold harmless Buyer Indemnitees from and against any and all Losses arising out of the actual or alleged infringement by the Products of a third-party Intellectual Property Right. If a claim under this **Section 9.4** results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using Products for their intended purpose, Seller will at its expense either (a) secure a license of the Intellectual Property Right that permits Seller to continue supplying the Products to Buyer; (b) if requested by Buyer and solely in conformity with the Specifications, modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products; or (c) replace the Products with non-infringing but practically equivalent Products.

## **10. Property.**

### **10.1 Buyer’s Property.**

(a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Seller to manufacture, store, transport, and provide Products (“**Property**”) if (i) the Property is so designated in the Contract; or (ii) Buyer or its customer has provided or paid for the Property (“**Buyer’s Property**”). Seller will assign to



Buyer contract rights or claims in which Seller has an interest with respect to Buyer's Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence its or its customer's ownership of Buyer's Property. Seller will indemnify, defend, and hold harmless Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property.

(b) Seller will (i) at its expense maintain Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property; (ii) use Buyer's Property only for the manufacture, storage, and transport of Products for Buyer unless Buyer otherwise approves in writing; (iii) at Buyer's request, mark Buyer's Property as belonging to Buyer or its customer; and (iv) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property unless they can be removed without damaging Buyer's Property.

(c) If Buyer issues a Purchase Order for Buyer's Property, Buyer will pay for that Buyer's Property at the lesser of (i) the amount specified in the Contract; (ii) Seller's actual out-of-pocket cost of the Buyer's Property, if manufactured by a third party; or (iii) Seller's actual cost of purchased materials, components, and services plus Seller's actual cost of labor and overhead allocable to the Buyer's Property, if manufactured by Seller. Unless otherwise stated in the Contract, final payment for Buyer's Property is due (1) on the vehicle manufacturer's Production Part Approval Process ("**PPAP**") approval date; or (2) within 90 days after the Property is tendered for PPAP approval if no action has then been taken on the request for PPAP approval.

(d) Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property and other property of Buyer or its customers at any time, with or without cause and without payment of any kind. Seller's relinquishment of possession shall not prejudice any claim or right to

payment of any amounts owned for Buyer's Property under the Contract. Seller will release the requested Property and other property to Buyer F.C.A. Seller's plant (Incoterms 2020), properly packed and marked in accordance with the requirements of Buyer's carrier. If the release or recovery of Buyer's Property or other property renders Seller unable to produce a Product, the release or recovery will be deemed a termination of the Contract with respect to that Product pursuant to **Section 11**, as applicable.

(e) Seller shall have only temporary possession of Buyer's Property as a bailee-at-will. Seller may not release, relocate, or dispose of Buyer's Property to any third party without the express written permission of Buyer. Seller shall promptly notify Buyer of the location of the Buyer's Property if located at any place other than Seller's facility. Only Buyer has any right, title, or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in the manufacture of Products. Seller agrees neither to create nor allow to exist any liens on Buyer's Property and Seller agrees to immediately sign any UCC-1 forms or other documents reasonably required by Buyer to perfect all rights granted herein. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property.

(f) Seller expressly waives any right to additional notice or process relating to Buyer's exercise of its rights under this Section. Seller waives, to the extent permitted by law: (i) any lien or other rights that Seller might otherwise have on any of Buyer's Property, including molder's and builder's liens; and (ii) any objection to the Buyer's repossession and removal of Buyer's Property for any or no reason, including bankruptcy or insolvency proceedings. Seller shall ensure that its suppliers, contractors, or agents are contractually obligated to comply with all of Seller's obligations with respect to Buyer's Property.

**10.2 Seller's Property.** Seller will own all Property that is not Buyer's Property ("**Seller's Property**"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. While a Contract for Products remains in effect, Buyer may purchase Seller's Property used exclusively to produce those Products and not needed by Seller to produce



Products or products for other customers, for a purchase price equal to the greater of fair market value or Seller's unamortized acquisition cost.

## **11. Term and Termination.**

**11.1 Term of a Contract.** Except as otherwise expressly stated in the Contract, the term of the Contract will begin on the date it is issued (the "**Effective Date**") and, unless a different date is specified in writing, continue for the duration of the Vehicle program, as it may be shortened or extended by Buyer in its sole discretion (the "**Termination Date**"), unless earlier terminated in accordance with these Terms.

**11.2 Termination Without Cause.** Buyer may terminate a Contract at any time after the Effective Date without cause upon 30 days' prior notice to Seller. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will comply with the requirements of **Section 11.6**. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following without duplication: (a) the Contract price for all finished Products in the quantities ordered by Buyer that conform to the Contract and are delivered to and accepted by Buyer for which Seller has not been paid; and (b) Seller's reasonable actual cost of carrying out its obligation under **Section 11.6(d)**. Buyer shall pay for Seller's reasonable actual cost of merchantable and usable work-in-process, as well as any parts and materials, which Buyer requests be transferred to it under **Section 11.6(b)**. Buyer's obligation for any Seller claims related to termination will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination, its termination claim, which will consist exclusively of the claims eligible for reimbursement by Buyer to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

**11.3 Termination for Cause.** Buyer may terminate the Contract if Seller breaches any of its material duties or material obligations under the Contract or these Terms by delivering to Seller a default notice (the "**Default Notice**"). The Default Notice shall specify (a) the default(s) in reasonable detail; (b) the action necessary to cure the default(s); and (c) the cure period within which Seller must cure the default(s), which cure period shall not be less than ten (10) days (the "**Cure Period**"). If Seller cures the default(s)

within the applicable Cure Period to the reasonable satisfaction of Buyer, Buyer will rescind the Default Notice. If Seller does not cure the default(s) during the applicable Cure Period, at the option of Buyer, the Contract will terminate as of the close of business on the last day of the applicable Cure Period or on such later date as determined by Buyer. Upon notice of termination by Buyer, Seller shall promptly return all amounts previously paid to Seller by Buyer for the Products (if any) and, in addition to any other damages, Buyer shall be entitled to, and Seller shall pay to Buyer, damages equal to (i) all costs incurred by Buyer in connection with the manufacturing of the Products for the Contract, including training, systems programming, site preparation, cost of supplies and facilities, excepting only such costs as are included in the price of substitute goods obtained from any other manufacturer; and (ii) the difference in price between the Products to be delivered hereunder and substitute goods.

**11.4 Termination for Insolvency.** Buyer may terminate the Contract if Seller (a) provides Buyer grounds for insecurity; (b) files for bankruptcy; (c) becomes or is declared insolvent or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (d) makes an assignment for the benefit of all or substantially all of its creditors; (e) is unable to pay its debts generally as they come due; or (f) enters into an agreement for the composition, extension or readjustment of substantially all of its obligations, by giving notice to Seller of its intention to terminate the Contract as of a date specified in the notice, which date will not be less than ten days after the date of the notice, during which time Seller may cure such default by causing any such proceeding to be terminated or dismissed, or by providing Buyer with verification of solvency or otherwise of its ability to perform its obligations hereunder. If Seller fails to cause such proceeding to be terminated or dismissed or otherwise to provide Buyer with the information set forth above, the Contract will terminate on the date set forth in the notice.

**11.5 Termination by Seller.** Seller may terminate the Contract only for non-payment of the purchase price for Products which are 30 or more days past due and material in amount, and then only if: (a) Seller first provides Buyer notice specifying the amounts past due and Seller's intent to terminate the Purchase Order if the past due amount is not paid; and (b) Buyer, within 60 days of such notice, does not either (i) pay the past due amounts, or (ii) notify Seller that it

disputes Seller's entitlement to payment. Seller may not suspend performance of the Purchase Order for any reason.

**11.6 Termination Obligations.** Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will at no additional cost to Buyer: (a) promptly terminate all work under the Contract on the effective date of termination; (b) transfer title and deliver to Buyer the finished Products, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others, together with all information and materials related to or otherwise used in connection with the Contract, including packaging, documents, standards, databases, specifications, drawings, manufacturing processes, or any other items of value (collectively, "**Transferred Property**"); (c) prior to allocating any amounts received by Buyer to any other source, Seller shall upon termination for any reason, first verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest, including Buyer's Property, until disposal instruction from Buyer has been received; and (e) cooperate with Buyer and its designees and provide the Services reasonably requested by Buyer or its designees to allow Buyer's business operations to continue without material interruption or adverse effect, including with respect to Buyer's new supplier. Effective immediately upon termination and without further notice or legal action, Buyer may enter Seller's premises and take possession of all of the Transferred Property. Buyer may direct that the Transferred Property be released immediately to Buyer or delivered by Seller to Buyer in accordance with these Terms. Buyer shall have no liability with respect to any of the Transferred Property until such property is in the actual possession of Buyer.

**11.7 Transition Assistance.** In addition to the termination obligations set forth in **Section 11.6**, upon expiration or termination of the Contract for any reason, Seller shall, at Buyer's request and at no additional cost to Buyer, provide transition assistance services as reasonably requested by Buyer for a period of up to 90 days after the Termination Date (the "**Transition Assistance Period**").

## **12. Indemnification; Remedies.**

**12.1 Indemnification.** All indemnification provisions in the Contract are supplemental to and part

of the indemnification provisions in this **Section 12**. To the fullest extent permitted by law, Seller will indemnify, defend, and hold harmless Buyer and its affiliates and each of their respective directors, officers, employees, agents, contractors, consultants, representatives, successors, and assigns (each, an "**Buyer Indemnitee**") from and against any and all third-party claims, demands, suites, or proceedings for damages (whether direct, indirect, incidental, or consequential), losses, claims, suits, actions, demands, liabilities, settlements, judgments, fines, penalties, taxes, interest, and expenses (including reasonable attorneys' and other professional fees and legal costs), regardless of whether arising under tort, contract, strict liability, or other legal theories (collectively, "**Losses**") based upon, relating to, arising from, or which are alleged to have been caused in connection with any of the following: (a) Seller's defective design (if Seller has warranted design) or manufacture or provision of Products, delivery of non-conforming Products, or its negligent acts or omissions in its performance under the Contract; (b) any misrepresentation by Seller or the breach by Seller of its obligations or warranties to Buyer under these Terms or any Contract; (c) the death or bodily or personal injury of, or other damage incurred by, any agent, employee, customer, business invitee, business visitor, or other person caused by the breach of contract, breach of warranty, negligence, misconduct, or any other acts or omissions of Seller or its representatives or permitted subcontractors; (d) the damage, loss, or destruction of any real or personal property caused by the breach of contract, breach of warranty, negligence, misconduct, or any other acts or omissions of Seller or its representatives or permitted subcontractors; or (e) liens, encumbrances, payment, or other claims relating in any manner to the Products which are asserted by Seller, any subcontractor, or anyone directly or indirectly engaged by any of them or for anyone for whose acts they may be responsible. For purposes of this **Section 12.1**, Recalls shall be considered third-party claims. Seller shall not be liable for Losses pursuant to clause (a) of this **Section 12.1** to the extent such Losses results from (i) Buyer's specification of materials in the Products; (ii) Buyer's design of the Products; or (iii) any alteration or improper repair, maintenance, handling, or installation of the Products by anyone other than Seller or its subcontractors, suppliers, or agents. Notwithstanding anything to the contrary in any Contract, no limitations on damages or remedies will apply to Seller's obligations to indemnify, defend, and hold the Buyer Indemnitees harmless against Losses.

Indemnity obligations shall survive the termination, cancellation, or non-renewal of the Contract. The indemnification obligations set forth in these Terms, including this **Section 12.1**, are independent of and in addition to any insurance and warranty obligations of Seller.

**12.2 Procedure.** Buyer Indemnitee will notify Seller promptly after Buyer Indemnitee becomes aware of the basis for a claim under this **Section 12**; provided, however, that Buyer Indemnitees' failure to provide notice of a claim does not relieve Seller of any liability that Seller may have to Buyer Indemnitee, except to the extent that such delay materially prejudices the defense of the related third-party claim. Upon reasonable notice and at the reasonable request of Seller, Buyer may provide Products and related systems and components that are subject to a third-party claim to Seller for its inspection, at Seller's expense.

**12.3 Defense.** Following delivery of the notice of a claim under this **Section 12**, Seller must defend such claim at its sole expense with counsel of its choosing (and reasonably acceptable to Buyer) and must include Buyer Indemnitee in discussions and decisions relating to the defense. Buyer Indemnitee may participate in the defense of such claim defended by Seller with counsel of Buyer Indemnitee's choice and the fees and expenses of Buyer Indemnitee's counsel will be paid or reimbursed by Seller. Notwithstanding the foregoing, Buyer Indemnitee may, upon notice to Seller, assume the exclusive right to defend, compromise, settle, or resolve any claim under this **Section 12**, at Seller's sole expense, if (a) Buyer Indemnitee determines that (i) defense of the claim by counsel selected by Seller would be inappropriate for reasons of existing or potential conflict of interest or because Buyer Indemnitee has defenses available to it that are distinct from or in conflict with defenses available to Seller, or (ii) there is a reasonable possibility that the claim may adversely impact Buyer Indemnitee, including damage to reputation, brand, or business prospects; or (b) the claim is asserted by or on behalf of a person or entity that is a direct or indirect supplier or customer of Buyer Indemnitee or such person or entity seeks an injunction or other equitable relief.

**12.4 Remedies.** All rights and remedies set forth in these Terms are in addition to rights and remedies available to Buyer at law or in equity. Each of the rights and remedies reserved to Buyer in these Terms shall be cumulative and the assertion of Buyer of any right or remedy shall not preclude the assertion by

Buyer of any other rights or the seeking of any other remedies. All costs incurred in connection with any remedy, including all travel expenses and daily allowances as well as any and all attorneys' fees and costs and legal costs incurred by Buyer as a result of Seller's breach of its obligations, shall be the obligation of Seller. Seller shall not have any right of setoff.

**12.5 Specific Performance.** The parties agree that the motor vehicle industry operates on just in time principles such that any breach by Seller which disrupts or threatens to disrupt the timely supply to Buyer, Buyer does not have an adequate remedy at law and Buyer is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief).

### **13. Confidential Information.**

If Seller has executed or executes a non-disclosure agreement, in a form satisfactory to Buyer, which relates to confidential information to be disclosed by or on behalf of Buyer to Seller, the terms of such non-disclosure agreement shall apply to these Terms and shall be incorporated herein by reference with respect to the information covered thereby. Notwithstanding the absence of such non-disclosure agreement, of for all information not covered by such non-disclosure agreement, the terms of this **Section 13** shall apply to all Confidential Information. Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by Buyer or Seller in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is, or by its nature should have been, apparent at the time of disclosure ("**Confidential Information**"), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Contract without in each case the written consent of the disclosing party. Confidential Information will not include information that (a) is or becomes generally available to the public other than as a result of a violation of this **Section 13** by the receiving party; (b) was obtained by the receiving party on a non-confidential basis from a third party who had the apparent right to disclose it; or (c) is legally required to be disclosed. In the event the receiving party is legally required to disclose the disclosing party's Confidential Information, the



receiving party shall promptly provide notice to the disclosing party (to the extent legally permissible) and cooperate with the disclosing party to limit or shield the extent of the disclosure. Buyer and Seller will each use the same degree of care to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure (but not less than a reasonable degree of care). Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received. Notwithstanding the foregoing, the receiving party shall be permitted to retain such copies of or any computer records or files containing such Confidential Information that have been created solely by the party's automatic archiving and back up procedures, to the extent created and retained in a manner consistent with the party's standard archiving and back up procedures, but not for any other use or purpose.

#### **14. Assignment and Subcontracting.**

Seller may not assign or subcontract its duties or responsibilities under the Contract without the prior written consent of LMC. A change of control of Seller, whether by merger, operation or law, or the sale of all or substantially all of Seller's assets, shall be deemed an assignment by Seller. Notwithstanding anything to the contrary in the Contract, Seller may assign or delegate its duties or responsibilities under the Contract to an affiliate or to a successor-in-interest to the business or division to which the Contract applies, including in connection with a direct or indirect merger, sale of equity, sale of assets, or otherwise. Unless otherwise stated in a consent to assignment or subcontracting given to Seller by Buyer, any assignment or subcontracting by Seller, with or without the required consent, shall be void and will not relieve Seller of its duties or obligations under the Contract or its responsibility for non-performance or default by its assignee or subcontractor.

#### **15. Excusable Non-Performance.**

**15.1 Generally.** Except as otherwise set forth in **Section 15.2**, any delay or failure of either party to perform its obligations will be excused if and to the extent the party is unable to perform due to an unforeseen event or occurrence beyond its reasonable control and without its fault or negligence, or which could not have been prevented or mitigated through commercially reasonable efforts or precautions, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid);

embargoes; fires; floods; earthquakes; explosions; natural disasters; riots; wars; sabotage; or court injunction or order. Seller shall use its best efforts to reduce the effects of such events on Seller's performance of its obligations and timely provide Products to Buyer. As soon as possible (but no more than one full business day) after the occurrence, the affected party will provide notice describing such delay, including any corrective measures which the affected party will implement to cure such delay, and assuring the other party of the anticipated duration of the delay and the time that the delay will be cured. During a delay or failure to perform by Seller, Buyer may at its option: (a) purchase Products from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer in accordance with the terms of the Contract all finished goods, work in process and parts and materials produced or acquired for work under the Contract; and/or (c) have Seller provide Products from other sources in quantities and at a time requested by Buyer and at the price set forth in the Contract. In addition, Seller at its expense will take all necessary actions to ensure the supply of Products to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts. If delay on the part of Seller lasts longer than 30 days, Buyer may terminate, suspend, or modify any outstanding Purchase Order without liability and Seller shall reimburse Buyer for costs associated with the termination.

**15.2 Specific Exclusions.** Notwithstanding anything in **Section 15** to the contrary, no delay or failure of Seller to perform its obligations under the Contract will be excused (under theories of force majeure, commercial impracticability or otherwise) if and to the extent that it is caused by: (a) Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources, which shall be deemed to be within Seller's control; (b) the change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes; (c) any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers; or (d) the inability of Seller or any of its subcontractors or suppliers to obtain power, materials(s), components, parts, labor, equipment, or transportation, and in each case Seller assumes these risks.

#### **16. Labor Contracts.**

Seller will notify Buyer of the contract expiration date at least six months before the expiration of a current

labor contract that has not been extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of Products, specifying the quantities of Products required and any packaging and storage requirements. Seller will use reasonable best efforts to comply with Buyer's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Buyer commits to buy the entire quantity of conforming Products requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.

## **17. Customs.**

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Products necessary for Buyer to (a) receive these benefits, credits, and rights; (b) fulfill any customs obligations, origin marking, or labeling requirements and certification or local content reporting requirements; (c) claim preferential duty treatment under applicable trade preference regimes; and (d) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

## **18. Insurance.**

**18.1 Coverage Requirements.** Seller will maintain in force, and cause its permitted subcontractors to maintain in force, at its own expense, insurance of the type and in the amounts set forth below:

(a) Property All Risk insurance to cover Products in transit, in warehouse or in storage whether on vehicles or in facilities controlled or operated by Seller or its permitted subcontractor or any other third party: Minimum limit of \$5,000,000 or the replacement cost value of the Products, whichever is greater, to cover full replacement cost of Products including additional storage, clean-up costs, salvage, security, expediting, or additional transportation fees. Buyer will be added as loss payee and additional insured with respect to its interest in the Products.

(b) Statutory workers' compensation insurance in accordance with the legal requirements of each country, state, territory, or locality exercising jurisdiction over the employees of Seller and/or any permitted subcontractor performing Services in such country, state, territory, or locality.

(c) Employer's liability insurance with a minimum limit in an amount not less than \$1,000,000 per accident, covering bodily injury by accident, and \$1,000,000 per policy covering bodily injury by disease, including death.

(d) ISO Commercial General Liability insurance (written on an occurrence basis) in an amount not less than \$5,000,000 per occurrence, general aggregate, products and completed operations aggregate. Buyer and its employees shall be named as additional insureds.

(e) ISO Business Automobile Liability insurance for owned, hired or non-owned vehicles with a combined single limit in an amount not less than \$5,000,000 per accident for bodily injury and property damage liability. Buyer and its employees shall be named as additional insureds.

(f) Professional Liability or Errors and Omissions liability insurance to cover losses due to Seller's errors or omissions in the performance or failure to perform its professional Services obligations or responsibilities under any Contract, with a per-claim limit in an amount not less than the greater of \$2,000,000 and the value of the applicable Purchase Order and the greater of \$2,000,000 or the value of the applicable Purchase Order in the annual aggregate. Such insurance may be written on an occurrence or claims-made basis. If written on a claims-made basis, any applicable retroactive date must be prior to the commencement of any commercial activity arising under the Contract.

(g) Umbrella/excess liability (written on an occurrence basis) in an amount not less than the greater of \$10,000,000 or the value of the applicable Purchase Order, as applicable, per occurrence. Buyer and its employees shall be named as additional insureds.

(h) Insurance coverage with respect to information and data protection security, cyber liability and similar matters with respect to information security in amounts not less than \$5,000,000. Such insurance may be written on an occurrence or claims-made basis. If written on a claims-made basis, any applicable retroactive date

must be prior to the commencement of any commercial activity arising under the Contract.

In the event that any of Seller's underlying insurance policies fail to meet the required minimum limit amounts for any of the coverages required herein, such minimum limits shall be considered satisfied if the underlying insurance amount combined with any applicable umbrella/excess insurance amount meets or exceeds that coverage's required minimum limit amount.

**18.2 Policy Requirements.** All insurance policies required in **Section 18.1** will be written by insurance companies rated at least A-VII by A.M. Best's rating service or equivalent. The required insurance shall be primary and non-contributory with respect to any other coverage carried by or available to Buyer for claims arising out of or in connection with the Contract. The required insurance policies shall provide to Buyer 30 days' notice of any cancellation, non-renewal, or material change. Seller, for itself and its permitted subcontractors, including their respective insurance carriers, hereby agrees to waive any right of subrogation and have no right of recovery from Buyer, its employees and personnel or its insurers. The insurance required herein shall not affect or limit the liability of Seller as stated elsewhere in the Contract or as provided by law. Seller will furnish to Buyer certificates of insurance and other appropriate documentation (including endorsements as required to bind the insurers) evidencing all coverage referenced in this **Section 18**.

## **19. Cybersecurity.**

**19.1 Enterprise Cybersecurity.** Seller must: (a) maintain reasonable, risk-based cybersecurity programs, supported by appropriate technical and operational measures, including policies and procedures, to protect the confidentiality, integrity, and availability of Confidential Information, prevent disruption of the supply of goods, and respond in a timely and effective manner to any cybersecurity incident that may compromise any Confidential Information or disrupt supply of goods; (b) notify Buyer of any cybersecurity incident that affects the confidentiality, integrity, or availability of Confidential Information, disrupts or threatens to disrupt supply, or otherwise reasonably could be expected to adversely affect Buyer; (c) assist Buyer and provide requested information in the event of such a cybersecurity incident; (d) adopt other reasonable cybersecurity measures identified by Buyer; and (e) upon request, at Seller's expense, demonstrate

compliance through a third-party audit or other reasonable measure agreed upon by the Buyer.

**19.2 Product Cybersecurity.** Seller must maintain a reasonable, risk-based program, supported by appropriate technical and operational measures, including policies and procedures, to ensure the cybersecurity of any Product that includes software, hardware, or other electrical components. Seller's product cybersecurity program must provide for security by design, vulnerability management, governance, and any other elements identified by Buyer in a manner consistent with industry best practices, including ISO/SAE 21434. Upon request, at Seller's expense, Seller demonstrate compliance through a third-party audit or other reasonable measure agreed upon by the Buyer.

## **20. Dispute Resolution.**

**20.1 Negotiation and Mediation.** Buyer and Seller will first endeavor to resolve through good faith negotiations any dispute arising under the Contract. If a dispute cannot be resolved through good faith negotiations within a reasonable time (but in no event more than 14 days), either party may request non-binding mediation by a mediator approved by both parties or, absent that approval, by the American Arbitration Association. The parties may agree in writing to forgo mediation and proceed directly to arbitration under **Section 20.2**.

**20.2 Arbitration.** If mediation fails to resolve the dispute within 45 days after the first mediation session, either party may submit the dispute to binding arbitration by notice to the other party. The arbitration proceedings will be conducted, and a single arbitrator will be selected, in accordance with the rules of the American Arbitration Association or other rules approved by the parties, and will be governed by the United States Arbitration Act, 9 U.S.C. §1 et seq., and this **Section 20.2**. The arbitration will be conducted in Detroit, Michigan. The arbitrator may include an award of legal fees and costs. The arbitrator's award will be final and non-appealable absent fraud or manifest error, and judgment on the arbitrator's award may be entered in any court having jurisdiction. While arbitration proceedings are pending, the parties will continue to perform their obligations under the Contract.

**20.3 Provisional Remedies; Legal Action.** Notwithstanding the provisions of this **Section 20**, a party may file a complaint limited to seeking provisional judicial relief pending the outcome of the mediation or arbitration provided by this **Section 20**.

If any legal action or proceeding becomes necessary to seek provisional equitable relief, to enforce the provisions of this **Section 20**, or to enforce the award of the arbitration, such legal action or proceeding must be brought exclusively in the state or federal courts situated in the Wayne County, Michigan, and the parties expressly consent, and waive any objections, to subject matter jurisdiction, personal jurisdiction, and venue in such courts.

## **21. Miscellaneous.**

**21.1 Order of Precedence.** Notwithstanding anything to the contrary in these Terms or any Supplemental Document, if there is any conflict, inconsistency, or incompatibility between or among the terms and conditions of these Terms or any Supplemental Document, the order of precedence, from the document that takes the highest precedence to the document which takes the lowest precedence, is as follows: (a) the Purchase Order; (b) Supplemental Documents that are specific to Seller; (c) these Terms; then (d) Supplemental Documents that are generic to all LMC suppliers.

**21.2 Advertising.** During and after the term of the Contract, Seller will not advertise or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

**21.3 Electronic Communication.** Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in any Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and other communications. Seller will also make commercially reasonable efforts to comply with any modification to Buyer's specified method of electronic communication after the date of the Contract, subject to **Section 2.5**.

**21.4 Relationship of the Parties.** Buyer and Seller are independent contractors, and nothing in any Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

**21.5 Limitations.** Notwithstanding any other provision herein, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by subcontractors, for lost profits, lost fees, lost business, loss of use, costs associated

with business interruptions, unabsorbed overhead, interest on claims, product development or engineering costs, facilities or equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process, or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Contract, or general administrative burden charges from termination of the Contract, except as otherwise expressly stated in a separate Supplemental Document issued by Buyer.

**21.6 Waiver.** The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

**21.7 Battle of the Forms Not Applicable.** The parties intend that the Contract, and only the Contract, exclusively control the relationship of the parties with respect all Products. The parties agree it is their intent that the "battle of the forms" section of the Michigan Compiled Laws § 440.2207 does not and will not apply to the Contract or to any invoice or acceptance form of Seller relating to the Contract. Any terms and conditions, other than those stated in the Contract, contained or incorporated in any Seller estimate, order form, order confirmation, quote, proposal, acknowledgement, invoice, or other similar submission, response, or acceptance by Seller (even if Seller purports to condition its acceptance to Buyer's agreement to such different or additional terms, and regardless of when such documents or terms are or were submitted) are rejected, excluded, inapplicable under the Contract, and otherwise superseded, and instead the Contract alone applies. Seller acknowledges and accepts that its sale of Products is made subject to these Terms and to the terms of any applicable Supplemental Documents.

**21.8 Entire Agreement.** The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations, agreements, or understanding of the parties with respect to the subject matter of the Contract.

**21.9 Severability.** A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.



**21.10 Survival.** Sections 6, 2.7, 7, 9, 10, 11.6, 11.7, 12, 13, 18, 20, 21.2, 21.5, 21.11, 21.12, 21.13, and this Section 21.10, and any other provision of the Contract that by its nature extends beyond the expiration, termination, or cancellation of the Contract will remain in full force and effect until fulfilled or performed and will inure to the benefit of and be binding upon Seller and Buyer and their respective successors and permitted assigns.

**21.11 Interpretation.** When used in these Terms, “including” means “including without limitation” and terms defined in the singular include the plural and vice versa.

**21.12 Notices.** Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day. Notices required under the Contract will be sent to the respective parties at the following addresses:

If to Buyer: Address designated by Buyer  
on the Supplemental

Documents

With a  
concurrent  
copy to:

Lordstown EV Corporation  
38555 Hills Tech Dr.  
Farmington Hills, MI 48331  
Attention: Vice President of  
Purchasing

If to Seller:

Address maintained in  
Buyer’s file concerning  
notices to Seller

Either party may change its notice address by a notice given to the other in the manner provided for in this Section 21.12.

**21.13 Governing Law.** Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the internal laws of Michigan, without regard to its conflict of laws rules. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract.

***SPACE INTENTIONALLY BLANK***



## APPENDIX OF DEFINED TERMS

The following terms can be found in the Section identified below.

Buyer.....	Preamble	Property.....	10.1(a)
Buyer Indemnatee.....	12.1	Purchase Order.....	1.2
Buyer's Property .....	10.1(a)	Recall .....	7.4
Confidential Information .....	13	Release .....	2.2
Contract.....	1.2	Scheduling Forecasts .....	2.3
Cure Period .....	11.3	Seller .....	Preamble
Default Notice .....	11.3	Seller's Property.....	10.2
Delivery Requirements .....	2.2	Services .....	1.1
Designated Purchase Agreement .....	1.4	Services Warranty .....	7.2
Designated Purchaser.....	1.4	Software .....	9.3
Effective Date .....	11.1	Specifications.....	9.2
FXN.....	1.4	Supplemental Documents .....	1.2
Goods .....	1.1	Termination Date .....	11.1
Intellectual Property Right.....	9.1	Terms .....	Preamble
LMC.....	Preamble	Trade Laws.....	8.2
Losses.....	12.1	Transferred Property .....	11.6
PPAP .....	10.1(c)	Transition Assistance Period.....	11.7
Products.....	1.1	Vehicles.....	1.1
Products Warranty .....	7.1	Warranty Period.....	7.3

***END OF DOCUMENT***

**EXHIBIT 2**

Purchase Order 116902


**LORDSTOWN**  
MOTORS

Lordstown EV Corporation  
2300 Hallock Young Rd  
Warren, OH 44481  
USA

Spot-Buy  
PO No.: 116902  
Created Date: July 1, 2022  
PO Status: Approved

SUPPLIER	DELIVERY ADDRESS
Amphenol Interconnect Products Corp - Ship From Supplier No.: V14070 Sophia No.1199 Bihua Rosd, Jinxin Street, Tongzhou District, Nantong Nantong, Jiangsu 226300 China	Production Material - Primary Lordstown Facility 2300 Hallock Young Rd SW Warren, OH 44481 USA
Contact: Phone No.: +86 20 31606647 Email: lijuan.yi@amphenol-ipc.com;fanny.ning@amphenol-ipc.com	
Attn: Incoterms:	

CONTRACT START DATE	CONTRACT END DATE	PAYMENT TERMS
5/25/2022 12:00:00 AM	6/1/2025 12:00:00 AM	Net 30 days

ID #	ITEM CODE	DESCRIPTION	QTY.	UNIT COST	TOTAL
10000		Spot Buy Contract			
20000	ALFG-061-BA	WRNG ASM HG VLTG INVRTR TO LFT FRT WHI Hub MTR	200	596.96	119,392.00
				Subtotal	119,392.00
				Invoice Discount	0.00
				Tax	0.00
				<u>Total USD</u>	<u>119,392.00</u>

Buyer: Mallory Bran  
Contact:

Send Invoice To: [AP@LordstownMotors.com](mailto:AP@LordstownMotors.com) and Buyer

3PL and Customs Broker: CEVA Logistics

Questions and Logistics Setup: [LMCNA@CevaLogistics.com](mailto:LMCNA@CevaLogistics.com)

Quality Assurance Procedures and Requirements will be held to standards outlined in the Supplier Quality Assurance Manual

PAY-TO SUPPLIER	
Amphenol Interconnect Products Corporation	
Holly McKiddy	
20 Valley Street	
Endicott, NY 13760	
USA	
Contact:Holly McKiddy	
Contact Email:holly.mckiddy@amphenol-ipc.com	

NOTES

APPROVERS	
ss	July 1, 2022
KM	July 1, 2022

***Unless otherwise agreed to in writing and signed by the Vice President of Purchasing of Lordstown EV Corporation ("LMC"), this Purchase Order is governed by the Lordstown EV Corporation General Production Terms and Conditions ("Terms") available on the LMC supplier portal and upon request. The Terms and all Supplemental Documents (as defined in the Terms) are incorporated by reference herein and shall be deemed part of the contract between LMC and Supplier even though such documents are not attached to this Purchase Order. The entire relationship between LMC and Supplier, including this Purchase Order, is exclusively governed by the Terms. Any additional or different terms, whether contained in Supplier's forms or otherwise presented by Supplier at any time, are hereby rejected, unless in writing and signed by the Vice President of Purchasing of LMC. In the event that LMC has already received an offer from Supplier, LMC hereby rejects Supplier's offer and makes a counteroffer in the form of the Terms, which Supplier shall be deemed to accept as specified in the Terms.***

**EXHIBIT 3**

Purchase Order 116903


**LORDSTOWN**  
MOTORS

Lordstown EV Corporation  
2300 Hallock Young Rd  
Warren, OH 44481  
USA

Spot-Buy  
PO No.: 116903  
Created Date: July 1, 2022  
PO Status: Approved

SUPPLIER	DELIVERY ADDRESS
Amphenol Interconnect Products Corp - Ship From Supplier No.: V14070 Sophia No.1199 Bihua Rosd, Jinxin Street, Tongzhou District, Nantong Nantong, Jiangsu 226300 China	Production Material - Primary Lordstown Facility 2300 Hallock Young Rd SW Warren, OH 44481 USA
Contact: Phone No.: +86 20 31606647 Email: lijuan.yi@amphenol-ipc.com;fanny.ning@amphenol-ipc.com	
Attn: Incoterms:	

CONTRACT START DATE	CONTRACT END DATE	PAYMENT TERMS
7/1/2022 12:00:00 AM	6/1/2025 12:00:00 AM	Net 30 days

ID #	ITEM CODE	DESCRIPTION	QTY.	UNIT COST	TOTAL
10000		Spot Buy Contract			
20000	ALFG-063-BA	WRNG ASM HG VLTG INVRTR TO RT FRT WHI HUB MTR	200	596.96	119,392.00
				Subtotal	119,392.00
				Invoice Discount	0.00
				Tax	0.00
				<u>Total USD</u>	<u>119,392.00</u>

Buyer: Mallory Bran  
Contact:

Send Invoice To: [AP@LordstownMotors.com](mailto:AP@LordstownMotors.com) and Buyer

3PL and Customs Broker: CEVA Logistics

Questions and Logistics Setup: [LMCNA@CevaLogistics.com](mailto:LMCNA@CevaLogistics.com)

Quality Assurance Procedures and Requirements will be held to standards outlined in the Supplier Quality Assurance Manual

PAY-TO SUPPLIER	
Amphenol Interconnect Products Corporation	
Holly McKiddy	
20 Valley Street	
Endicott, NY 13760	
USA	
Contact: Holly McKiddy	
Contact Email: holly.mckiddy@amphenol-ipc.com	

NOTES

APPROVERS	
ss	July 1, 2022
KM	July 1, 2022

***Unless otherwise agreed to in writing and signed by the Vice President of Purchasing of Lordstown EV Corporation ("LMC"), this Purchase Order is governed by the Lordstown EV Corporation General Production Terms and Conditions ("Terms") available on the LMC supplier portal and upon request. The Terms and all Supplemental Documents (as defined in the Terms) are incorporated by reference herein and shall be deemed part of the contract between LMC and Supplier even though such documents are not attached to this Purchase Order. The entire relationship between LMC and Supplier, including this Purchase Order, is exclusively governed by the Terms. Any additional or different terms, whether contained in Supplier's forms or otherwise presented by Supplier at any time, are hereby rejected, unless in writing and signed by the Vice President of Purchasing of LMC. In the event that LMC has already received an offer from Supplier, LMC hereby rejects Supplier's offer and makes a counteroffer in the form of the Terms, which Supplier shall be deemed to accept as specified in the Terms.***

**EXHIBIT 4**

Purchase Order 116905




**LORDSTOWN**  
MOTORS

Lordstown EV Corporation  
2300 Hallock Young Rd  
Warren, OH 44481  
USA

Spot-Buy  
PO No.: 116905  
Created Date: July 1, 2022  
PO Status: Approved

SUPPLIER	DELIVERY ADDRESS
Amphenol Interconnect Products Corp - Ship From Supplier No.: V14070 Sophia No.1199 Bihua Rosd, Jinxin Street, Tongzhou District, Nantong Nantong, Jiangsu 226300 China	Production Material - Primary Lordstown Facility 2300 Hallock Young Rd SW Warren, OH 44481 USA
Contact: Phone No.: +86 20 31606647 Email: lijuan.yi@amphenol-ipc.com;fanny.ning@amphenol-ipc.com	
Attn: Incoterms:	

CONTRACT START DATE	CONTRACT END DATE	PAYMENT TERMS
7/1/2022 12:00:00 AM	7/1/2025 12:00:00 AM	Net 30 days

ID #	ITEM CODE	DESCRIPTION	QTY.	UNIT COST	TOTAL
10000		Spot Buy Contract			
20000	ALFG-067-BA	WRNG ASM HG VLTG INVRTR TO LF RR WHI Hub MTR	200	525.20	105,040.00
				Subtotal	105,040.00
				Invoice Discount	0.00
				Tax	0.00
				<u>Total USD</u>	<u>105,040.00</u>

Buyer: Mallory Bran  
Contact:

Send Invoice To: [AP@LordstownMotors.com](mailto:AP@LordstownMotors.com) and Buyer

3PL and Customs Broker: CEVA Logistics

Questions and Logistics Setup: [LMCNA@CevaLogistics.com](mailto:LMCNA@CevaLogistics.com)

Quality Assurance Procedures and Requirements will be held to standards outlined in the Supplier Quality Assurance Manual

PAY-TO SUPPLIER	
Amphenol Interconnect Products Corporation	
Holly McKiddy	
20 Valley Street	
Endicott, NY 13760	
USA	
Contact:Holly McKiddy	
Contact Email:holly.mckiddy@amphenol-ipc.com	

NOTES

APPROVERS	
ss	July 1, 2022
KM	July 4, 2022

***Unless otherwise agreed to in writing and signed by the Vice President of Purchasing of Lordstown EV Corporation ("LMC"), this Purchase Order is governed by the Lordstown EV Corporation General Production Terms and Conditions ("Terms") available on the LMC supplier portal and upon request. The Terms and all Supplemental Documents (as defined in the Terms) are incorporated by reference herein and shall be deemed part of the contract between LMC and Supplier even though such documents are not attached to this Purchase Order. The entire relationship between LMC and Supplier, including this Purchase Order, is exclusively governed by the Terms. Any additional or different terms, whether contained in Supplier's forms or otherwise presented by Supplier at any time, are hereby rejected, unless in writing and signed by the Vice President of Purchasing of LMC. In the event that LMC has already received an offer from Supplier, LMC hereby rejects Supplier's offer and makes a counteroffer in the form of the Terms, which Supplier shall be deemed to accept as specified in the Terms.***

**EXHIBIT 5**

Purchase Order 117200


**LORDSTOWN**  
MOTORS

Lordstown EV Corporation  
2300 Hallock Young Rd  
Warren, OH 44481  
USA

Spot-Buy  
PO No.: 117200  
Created Date: July 25, 2022  
PO Status: Approved

SUPPLIER	DELIVERY ADDRESS
Amphenol Interconnect Products Corp - Ship From Supplier No.: V14070 Sophia No.1199 Bihua Rosd, Jinxin Street, Tongzhou District, Nantong Nantong, Jiangsu 226300 China	Production Material - Primary Lordstown Facility 2300 Hallock Young Rd SW Warren, OH 44481 USA
Contact: Phone No.: +86 20 31606647 Email: lijuan.yi@amphenol-ipc.com;fanny.ning@amphenol-ipc.com	
Attn: Incoterms: Incoterm FCA	

CONTRACT START DATE	CONTRACT END DATE	PAYMENT TERMS
7/25/2022 12:00:00 AM	6/1/2025 12:00:00 AM	Net 30 days

ID #	ITEM CODE	DESCRIPTION	QTY.	UNIT COST	TOTAL
10000		Schedule Agreement Contract			
20000	ALFG-069-BA	WRNG ASM HG VLTG INVRTR TO RT RR WHI Hub MTR	200	525.20	105,040.00
				Subtotal	105,040.00
				Invoice Discount	0.00
				Tax	0.00
				<u>Total USD</u>	<u>105,040.00</u>

Buyer: Mallory Baran  
Contact:

Send Invoice To: [AP@LordstownMotors.com](mailto:AP@LordstownMotors.com) and Buyer

3PL and Customs Broker: CEVA Logistics

Questions and Logistics Setup: [LMCNA@CevaLogistics.com](mailto:LMCNA@CevaLogistics.com)

Quality Assurance Procedures and Requirements will be held to standards outlined in the Supplier Quality Assurance Manual

PAY-TO SUPPLIER	
Amphenol Interconnect Products Corporation	
Holly McKiddy	
20 Valley Street	
Endicott, NY 13760	
USA	
Contact:Holly McKiddy	
Contact Email:holly.mckiddy@amphenol-ipc.com	

NOTES

APPROVERS	
ss	July 25, 2022
KM	July 26, 2022

ss	July 25, 2022
KM	July 26, 2022

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**EXHIBIT 6**

SOR

Lordstown Motors Statement of Requirements			
Release Date: 03/08/2021	SOR Number: SOR-EE-HV WIRING-01	Rev. No: 03	Last Rev. Date: 12/3/2021



# Product Engineering

## Statement of Requirements (SOR)

### Form Rev. 0

**SOR Number:** SOR-EE-HV BUSBAR WIRING-01

**Program:** LMC EV Pickup Truck

**Department:** Vehicle Electrical Systems

**System:** Wire Harness

**Subsystem Name:** High Voltage Wire Harness

**Part Names:** ALFG-061-\_\_ Wiring ASM - High Voltage\_LN-MTR to Inverter- LH  
ALFG-063-\_\_ Wiring ASM - High Voltage\_LN-MTR to Inverter- RH  
ALFG-067-\_\_ Wiring ASM - High Voltage\_ Rear motor to inverter LH  
ALFG-069-\_\_ Wiring ASM - High Voltage\_ Rear motor to inverter RH

**Lordstown Motors Statement of Requirements**

<b>Release Date:</b> <b>03/08/2021</b>	<b>SOR Number:</b> <b>SOR-EE-HV WIRING-01</b>	<b>Rev. No:</b> <b>03</b>	<b>Last Rev. Date:</b> <b>12/3/2021</b>
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**Part Number:** As Shown above

**Part Rev Level:** **TBD**

**Release Engineer:** Jose Acosta

**Engineering Director:** Zak Stelmaszek

**Buyer:** Kevin Polce



## Lordstown Motors Statement of Requirements

<b>Release Date:</b> 03/08/2021	<b>SOR Number:</b> SOR-EE-HV WIRING-01	<b>Rev. No:</b> 03	<b>Last Rev. Date:</b> 12/3/2021
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## Document History

[illegible]

**Lordstown Motors Statement of Requirements**

<b>Release Date:</b> <b>03/08/2021</b>	<b>SOR Number:</b> <b>SOR-EE-HV WIRING-01</b>	<b>Rev. No:</b> <b>03</b>	<b>Last Rev. Date:</b> <b>12/3/2021</b>
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## Lordstown Motors Statement of Requirements

<b>Release Date:</b> <b>03/08/2021</b>	<b>SOR Number:</b> <b>SOR-EE-HV WIRING-01</b>	<b>Rev. No:</b> <b>03</b>	<b>Last Rev. Date:</b> <b>12/3/2021</b>
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## Lordstown Motors Statement of Requirements

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## 1. Purpose of this Document

This Statement of Requirements (SOR) describes the scope, commercial, program management and product requirements that LMC Powertrain Technologies has established for considered or awarded Suppliers of the following component or subsystem:

Part Name: **3phase Alternating Current High Voltage Motor to Inverter Harness Assembly (ACHV)**

Part Number: ALFG-061, 063, 067, 069

The purpose of this SOR is to provide the Supplier with clear direction related to their obligation to perform in providing this product or service to LMC.

This SOR will apply throughout the design, development, validation, pre-production, pilot, production, and service life phases of the Program(s). The Program(s) schedule(s) will be monitored through the Advanced Product Quality Planning and Control Plan (APQP Process) and reviewed at meetings between representatives of the Buyer and Supplier.

## 2. How to Use this Document

The Supplier should treat this document as their official guidance in understanding LMC's intent for the product they are quoting or providing. All requirements included in this document must be followed exactly unless superseded by an approved LMC revision. If the Supplier encounters any issues related to meeting any requirement, they must provide a written deviation request (see LMC Engineering Deviation Request Form) to the responsible LMC engineer (before sourcing) or purchasing manager (after sourcing) immediately. Any choice to accept or reject a deviation request is solely at the discretion of LMC and will be communicated to the Supplier when decided upon. No specification or requirement deviation will be accepted without direct LMC approval.

## 3. Terms Used in this Document

For purposes of clarity the following terms are used throughout this document:

### 3.1 Terms:

- **The Customer** – LMC, the company making inquiry about or awarding production of the Product specified in this SOR to the Supplier.
- **The Supplier** – the company under consideration for or having been awarded production of the Product specified in this Scope-of-Work by LMC.
- **The Buyer** – the LMC supply chain manager charged with managing the Supplier's business with LMC and controlling payment for services rendered or products delivered.
- **The Program** – the business endeavor the Customer has solicited the Supplier to support, by providing products and/or services.
- **The Product** – the product or service the Supplier has been asked to quote or supply by the Customer.
- **Analysis/Development/Validation (A/D/V)** – the Supplier's plan to deliver conforming product to the Customer.

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|------------------------------------|---|-----------------------|-------------------------------------|
| <b>Release Date:</b><br>03/08/2021 | <b>SOR Number:</b><br>SOR-EE-HV WIRING-01 | <b>Rev. No:</b><br>03 | <b>Last Rev. Date:</b><br>12/3/2021 |
|------------------------------------|---|-----------------------|-------------------------------------|
- **Advanced Product Quality Planning (APQP)** - the Auto t Industry Action Group (AIAG) framework of procedures and techniques used to develop products in industry, particularly in the auto industry.
  - **Bill-of-Materials (BOM)** – a list of all the parts used to build a component or product.
  - **Bill-of-Process (BOP)** – the summation document defining the process flow, operations, design, cycle times, inputs, and outputs of the production process.
  - **Computer Aided Design (CAD)** - the use of computer software to assist in the modeling, documentation, modification, analysis, or optimization of a design.
  - **Computer Aided Engineering (CAE)** - the broad usage of computer software to aid in engineering tasks including design, simulation, analysis, optimization and reporting of Product capability and performance.
  - **Computer Aided Manufacturing (CAM)** – the use of computer software to assist in the design, simulation, analysis and optimization of manufacturing and assembly processes used to make Products.
  - **Critical Design Review (CDR)** – an event during which Product or process status is evaluated by a PDT to determine product development progress, identify problems and assign next steps.
  - **Design for Manufacturing & Assembly (DFMA)** – a systematic approach used to optimize product designs so that they achieve maximum production processing efficiency at minimum cost.
  - **Design Failure Mode & Effects Analysis (DFMEA)** - a team focused, systematic method for analyzing potential product design failure modes and is aimed at preventing failures.
  - **Finite Element Analysis (FEA)** – a subset of CAE wherein a part or assembly under study is reduced to small elements connected at their nodes, forming a network, which can be analyzed for different properties such as stress-strain, heat transfer or any other characteristics depending upon the type of interrogation.
  - **Geometric Design and Tolerancing (GD&T)** – a symbol based methodology used to describe dimensional controls placed on the manufacture of products and identifying the way in which they are to be inspected.
  - **Original Equipment Manufacturer (OEM)** – the ultimate industrial customer in a manufacturing supply chain, from which finished product is shipped for commercial distribution. In this case LMC.
  - **Product Development Team (PDT)** – The group tasked with designing, engineering, testing and preparing LMC’s products for manufacture and assembly including Tier 1 Suppliers.
  - **Process Failure Mode & Effects Analysis (PFMEA)** - is a team focused, systematic method for analyzing potential product process failure modes and is aimed at preventing failures.
  - **Program Manager (PM)** - The LMC or Supplier manager tasked with delivering products under his/her control based on the work schedule identified in their company’s project plan.
  - **Program Plan (PP)** – The overall plan for designing, developing, producing and delivering LMC’s product to customers including inputs from suppliers.
  - **Production Part Approval Process (PPAP)** – A methodology used to demonstrate that suppliers have properly understood all the design and specification requirements for the products they supply, and that the supplier’s process has the capability to consistently deliver products that comply with those requirements.

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- **RASIC** – A chart showing the different levels of input and responsibility shared by each member of the Program Team including Suppliers. Acronym stands for **R**esponsible, **A**pprove, **S**upport, **I**nforn and **C**onsult.
- **Start-of-Production (SOP)** – The first day that LMC produces product off production intent processes with the intent of selling that product commercially.
- **Statement-of-Requirements (SOR)** – The total performance level that the Supplier must achieve to comply with the conditions of its business award from LMC.
- **Statement-of-Work (SOW)** - The total amount of work output that the Supplier must deliver to comply with the conditions of its business award from LMC.
- **Voice-of-the-Customer (VOC)** – The expressed or implied wants and needs of LMC or its Customers.

#### **4. Referenced Documents**

The following LMC documents are referenced from time to time in this SOR. Each one plays an important part in the LMC Product Design and Development Process and will likely be issued to and/or used by the Supplier at various points during the program. Documents needed by the Supplier should be obtained through the LMC buyer.

##### **4.1 LMC Mutual Nondisclosure Agreement (NDA)**

The LMC Mutual Nondisclosure Agreement (NDA) binds the Supplier and LMC to maintain exchanged and developed information in strictest confidence. Each Supplier must sign an LMC NDA before any exchange of information is possible.

##### **4.2 Request for Quote (RFQ)**

The LMC Request for Quote is the official document issued by LMC Purchasing to secure pricing information from Suppliers for Products of services which might be sourced to them.

##### **4.3 Purchase Order (PO)**

The LMC Purchase Order is the official document issued by LMC Purchasing to Suppliers who have been awarded business. The PO is coordinated to the specifications and requirements covered in the Engineering SOW and the quality requirements covered in the Supplier Quality Assurance Manual (SQAM).

##### **4.4 Engineering Change Order (ECO)**

The Engineering Change Order is the official document issued by LMC Engineering to LMC purchasing to communicate approved engineering changes. Upon receipt of the ECO purchasing will communicate the change to the Supplier. The Supplier then uses the ECO to process changes to the part or assembly they have been sourced. The Supplier will only be authorized to make an engineering change if an approved ECO is issued.



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#### **4.5 Engineering Deviation Request (EDR)**

The Engineering Deviation Request Form is the official document that the Supplier must use to request approval for a deviation from specifications and requirements listed in the engineering SOW or quality requirements listed in the Quality SQAM. No Supplier part deviations can be accepted without official approval from LMC purchasing. If an engineering deviation is accepted, it will be followed by an approved Engineering Change Order (ECO).

#### **4.6 Supplier Quality Assurance Manual (SQAM)**

The LMC Supplier Quality Assurance Manual is an official document issued by the LMC Quality Group to potential and sourced Suppliers. The SQAM is based on the international quality standards established in APQP and sets forth the quality requirements for all of LMC's purchased parts and assemblies.

#### **4.7 Design Failure Mode Effect Analysis (DFMEA)**

The Design Failure Mode Effect Analysis is an official document approved by LMC Engineering to identify design functions, failure modes and their effects on the customer with corresponding severity ranking or danger of the effect of LMC parts and assemblies.

Satisfy all Requirements listed in the DFMEA:  [DFMEA IWM Busbar 071221 ZS.xls](#)

#### **4.8 Design Verification Plan & Report (DVP&R)**

The Design Verification Plan & Report is an official document approved by LMC Engineering to describe the specific test procedures required to verify the performance, durability and reliability of LMC parts and assemblies.

#### **4.9 Part Submission Warrant (PSW)**

The Part Submission Warrant is an official document that must be included in the Supplier's Production Part Approval Process (PPAP) package when submitting parts or assemblies for Production sign-off by LMC. The PSW summarizes all of the contents of the PPAP package and verifies that all items included in the package are within specification and ready for Production use.

### **5. Program Scope**

**5.1** This SOR defines the work required to design, engineer, develop, test, and deliver High-Voltage Cable assemblies for a full size crew cab type vehicle. It includes all associated program management support.

**5.2** The Supplier shall perform all tasks necessary to design, develop, test and deliver a fully integrated and complete solution meeting LMC technical specification to be tooled and supplied at production volume in accordance with the Purchase Order and Sourcing Package.

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**5.3** This SOR will apply throughout the design, development, validation, pre-production, pilot, production, and service life phases of the Program(s). The Program schedule will be monitored through the Advanced Product Quality Planning and Control Plan (APQP Process) and reviewed at meetings between representatives of the Buyer and Supplier.

**5.4** The Supplier on this project shall provide support to LMC throughout all phases of the program.

## **6. Commercial Requirements**

### **6.1 Business Relationship**

**6.1.1** In this business relationship it is assumed that LMC is the OEM to the Supplier and the Supplier is Tier 1 to LMC. All upstream Suppliers to the Tier 1 are assumed to be Tier 2 or 3 and their performance is the responsibility of the Supplier.

**6.1.2** Unless noted otherwise on the RFQ document, all production material Suppliers will be “black box” design responsible for their Product or material on this program. The Supplier must support the LMC Program Team design activity during the initial concept design studies with engineering and manufacturing input.

**6.1.3** Design support in the form of CAD models must be received by LMC in native Catia V5 R20 or STEP format. All Product drawings must be received in native Catia V5 R20 or Adobe PDF format. The Supplier will be required to submit detail drawings, math data and product specifications when asked to do so.

**6.1.4** LMC will maintain responsibility for packaging and release layouts in native Catia V5 format. The Supplier shall be responsible to create any necessary details from the math data for any of the Tier 2 or Tier 3 Suppliers. The Supplier shall also be responsible for creating any necessary development and/or production mockup components needed to ensure the feasibility of their product at the sub-assembly or component level.

**6.1.5** The Suppliers must also provide engineering and program management support for appropriate functional and cross-functional activities on the program.

**6.1.6** The Supplier will provide design and development support for their raw materials, components, and assemblies to ensure that all parts are manufacturable to the performance, quality, mass, and cost levels defined by LMC. Support shall be in the form of design, engineering, testing, tooling, and manufacturing expertise and shall be made available by the Supplier on a full-time basis, as needed.

### **6.2 Physical Properties and Hardware**

**6.2.1** All tools, dies, patterns, molds, checking fixtures, vehicles, bucks, etc., listed in the PO shall become and remain the sole property of LMC. The Supplier, only for the purpose of

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fulfilling its responsibilities under the contract, shall be at liberty to use all of the above as required.

**6.2.2** The Supplier shall use reasonable care in the use and handling of all of the above, and agrees to replace or, at the option of LMC, to pay for the cost of replacement when the need for replacement is caused by substandard tool design or careless/negligent use by the Supplier.

**6.2.3** Upon request, the Supplier will deliver to LMC without cost all such properties and hardware within forty-eight hours of request.

### **6.3 Ownership of Product Information**

**6.3.1** All information furnished or made available by LMC to Suppliers or to its employees or subcontractors in connection with the work and services to be performed for LMC shall be treated as confidential by the Supplier, its employees, and subcontractors and shall not be disclosed by the Supplier, its employees, and subcontractors to anyone, either in whole or in part, without the LMC Buyer's prior written consent.

**6.3.2** The Supplier agrees that all designs, drawings, computer math data, records, processes, compositions of material, specifications, software, test data, mask works, or other technical information made and furnished by Suppliers under this Statement of Requirements, shall be the sole and exclusive property of LMC and Suppliers shall protect the same against disclosure to third parties.

### **6.4 Supplier Capability and Capacity**

**6.4.1** The Supplier guarantees that they have both the capacity and capability to perform the work and meet the requirements set forth in this SOR. Their ability to meet these requirements is subject to verification by LMC at any time through its Supplier Audit Process. For more information on this process see the LMC Supplier Quality Assurance Manual (SQAM).

### **6.5 Warranty**

**6.5.1** The Supplier will design, develop, and produce a product which satisfies LMC's 3 year and 36,000 mile system warranty. The warranty will be based on LMC's defined vehicle duty cycle and assumed operating conditions.

Components covered under the warranty are outlined in the warranty agreement to be negotiated between LMC and the supplier.

**6.5.2** The Supplier guarantees that their work Product will be fit for use by LMC based on the requirements set forth in this SOR and that their Product will meet the quality requirements set forth in the Supplier Quality Assurance Manual (SQAM). The Supplier also guarantees

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that they will correct any Product non-conformances resulting from their design, material or workmanship within seventy-two hours of notification by LMC at the Supplier's expense.

**6.5.3** LMC has warranty management responsibility for the vehicle production life of this program. This obligation includes financial responsibility for warranty issues. The Supplier is expected to comply with the terms and conditions of the LMC's warranty programs. Without restricting the foregoing, the Supplier is responsible for taking such steps, providing such disclosures, and doing all things as may be necessary or desirable and within its control to meet LMC's warranty requirements.

**6.5.4** For problems determined by LMC to be caused by the Supplier's component(s), the Supplier will be responsible for 100% of any financial charge-back to LMC from its customers. This will be handled through debits from LMC with appropriate back-up documentation of warranty occurrences. Suppliers are expected to participate on warranty analysis and resolution throughout the production life of the vehicle.

## **6.6 Service Parts**

**6.6.1** Suppliers to this LMC Program Team are required to guarantee the supply of original production product for service replacement part purposes for a period no less than ten (10) years following completion of vehicle production. Suppliers agree to fulfill this supply obligation at production piece prices stated in the PO for the duration. It is the responsibility of the Tier 1 Supplier to extend this obligation contractually to further tier suppliers as part of securing obligation to LMC. Suppliers agree to preserve and protect tooling, gages, fixtures, drawings/specifications, and material in order to fulfill this contractual commitment.

## **6.7 Contract Terms**

### **6.7.1 Pre-Production**

Net 30 days from satisfactory completion of the following:

- Completion LMC Integrated Systems build requirements
- Supplier approved pre-Production submission package(s)
- LMC Integrated Systems / OEM Tooling Audit
- Design Signoff
- Final Equipment Design
- Purchase Order
- Cost Breakdown(s)
- Quote processing

### **6.7.2 Production**

Net 30 days from satisfactory completion of the following:

- LMC Integrated Systems / OEM Full validation and PPAP approval
- Supplier full validation and PPAP approval

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- LMC /OEM Tooling Audit
- Design Sign Off
- Final Equipment Design
- Purchase Order
- Cost Breakdown(s)
- Quote Processing

### **6.7.3 Part Invoices**

Pre-Production Part Invoices: Paid Net 30 days from receipt of Invoice.

Production Part Invoices: Paid Net 30 days from receipt of Invoice.

## **6.8 Disclosure/Audit**

**6.8.1** The Supplier shall not make any documented or oral technical information furnished under this Agreement available to any third parties, except to Tier 2/3 and subcontractors in conjunction with this program, nor in any way publicize its relationship with LMC without prior approval.

**6.8.2** LMC retains the right to audit or observe all data files stored on Supplier computers (including external agencies), on computer storage media (i.e., diskettes, cartridges, tapes, reports, etc.), and all data processing resources used to support this LMC Program at any time with reasonable notice under normal circumstances. This includes sub-suppliers and/or subcontractors where the above is performed offsite. As a Supplier to LMC, where specified in the contract of LMC OEM Customer, the Supplier shall afford to LMC and/or OEM representative the right to verify that the Product conforms to specified requirements, at the Supplier's location.

## **6.9 Quotation Requirements**

**6.9.1** LMC is committed to providing its Customers with the highest possible value for products and services rendered. This includes the latest technologies available on core products manufactured by LMC and subcontractor provided subsystems, component systems, and components. LMC is also committed to achieving reasonable profits on its Products and services while extending the same to its Suppliers. Throughout the life of the vehicle program, LMC Suppliers are expected to execute their product and services and operate this business consistent with meeting these objectives mentioned while helping LMC achieve high customer satisfaction.

**6.9.2** During the program life cycle, if the Supplier's competitiveness, including performance, jeopardizes LMC's Customer satisfaction and program objectives, LMC maintains the right to seek competitive alternatives. Pertaining to cost competitiveness, Suppliers will be given "last right of refusal" prior to contracting alternative sources.

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**6.9.3** The LMC Program Team requires a complete “Open Book” costing environment. Suppliers will provide piece cost / tooling / fixture breakdowns, per LMC provided format. Supplier will make available, back-up detail for line-item costs. LMC retains the right to audit all cost variables as they relate to material, labor, burden (fixed / variable), SGA, and profit.

**6.9.4** Cost impact associated with LMC or OEM driven engineering change will be negotiated on a case-by-case basis. Generally, engineering change cost associated with changes to improve the appearance, performance or interface of an existing pre-Production or Production design will be the responsibility of the Supplier. Additionally, costs associated to a part or sub-assembly performance failure or design interface issue is the responsibility of the source. This also includes any additional engineering/design or testing costs incurred due to source error at any time in the program.

**6.9.5** Any deviation from Product defined in this section must be clearly identified and any deviation detailed. The Supplier’s cost is piece cost which is inclusive of all costs necessary to design, engineer, validate, provide PFMEA, and to deliver to LMC a high quality, fully production-ready product.

**6.9.6** In the absence of LMC requested and approved changes, the Product quote as submitted by the Supplier and agreed to by LMC is considered to be binding.

## **7. Program Requirements**

### **7.1 Timing**

**7.1.1** The Supplier shall provide and maintain a project schedule. This schedule must be coordinated with the LMC Program Schedule. The LMC program schedule can be obtained from the LMC Buyer.

**7.1.2** The Supplier’s schedule shall plainly identify all major program milestones, tasks and the critical path related to their Product. The schedule shall also include all program deliverables, interdependencies and engineering release points, as well as design review milestones. Any external constraints shall also be shown, including all required information and input to be provided by LMC to enable the Supplier to be successful in meeting program timing.

**7.1.3** The schedule is recognized to be a living document and changes based on direction, timing, or assumptions that impact the Supplier’s ability to meet timing must be communicated to LMC within 24 hours and a recommendation for recovery plan within 48 hours.

### **7.2 Planning**

**7.2.1** The Supplier shall prepare an Analysis/Development/Validation (A/D/V) Plan describing the A/D/V program that will be conducted to achieve and demonstrate

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conformance to the performance, reliability, design constraints, and durability requirements stipulated in this SOR and its associated reference documents. The A/D/V plan shall also identify all analyses, demonstrations, inspections, and tests that will be used to achieve this.

**7.2.2** The A/D/V plan shall identify evaluation activities to accomplish design validation, product validation and post validation audit. It shall identify the facilities and equipment required to develop and validate the Product including LMC facilities where indicated. The format for documenting the A/D/V plan and reporting the results is the A/D/V Plan and Report (A/D/V P&R) template available from the Buyer.

**7.2.3** The A/D/V Plan shall include “test to failure”, as requested by LMC, to determine the degree to which the Product exceeds the performance requirements of the test.

**7.2.4** The Supplier shall participate in LMC program planning meetings, as required.

**7.2.5** The Supplier shall provide a preliminary A/D/V plan as part of the quotation package, which indicates the evaluations planned, A/D/V methods, sample sized, and amount of money budgeted.

**7.2.6** The initial plan shall be submitted to the LMC PDT for approval within ten business days of the sourcing decision except where earlier delivery is specified in advance by the LMC PM.

### **7.3 Program Tracking & Reporting**

**7.3.1** The LMC PM will provide the project tracking format and reporting frequency to the Supplier. The Program Tracking and Reporting standard formats are in Microsoft Project and Microsoft Excel. The Supplier shall maintain the ability to communicate utilizing e-mail.

**7.3.2** The program plan shall be a summary of the specific individual plans required by this SOR and shall address all the required Supplier plan deliverables, including the Resource Plan, Engineering Plan, A/D/V Plan, Reliability Program Plan, Build Plan, Mass Reduction Plan, Math Action Plan and Service Readiness Plan. Each of these plans shall be prepared by Supplier and submitted to Buyer for review and approval.

**7.3.3** The Supplier shall execute and maintain all program management initiatives for the Program (e.g., Gantt charts on tool timing). Additionally, the Supplier shall be the Program Manager for all Tiered Suppliers within their supply chain.

**7.3.4** Program expense summaries shall be submitted monthly to the Buyer (i.e. engineering spending curve).

**7.3.5** Supplier status on the following major program imperatives shall be provided to the Buyer on a monthly basis:



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1. Mass
2. Piece Cost
3. Investment
4. Timing
5. Product Performance
6. Buildability
7. Recyclability
8. Design Status/Schedule

## **7.4 Program Support**

### **7.4.1 Access to Personnel**

The Supplier shall provide access to key technical and managerial personnel on a non-interference basis so that constant technical supervision and follow-up can be assured. The Supplier shall provide a contact list of all responsible parties that will be authorized to directly interact with LMC staff to ensure the successful delivery of this project. The Supplier will provide updates of this contact list as changes in staffing or responsibilities are identified.

### **7.4.2 Program Manager**

The Supplier shall designate an individual who shall possess singular authority to act upon technical issues that may arise during the project.

### **7.4.3 Business Manager**

The Supplier shall designate an individual or department that shall possess singular authority to act upon financial and contractual issues that may arise during the project.

### **7.4.4 Customer Meetings**

The Supplier shall make available its designated program manager for weekly meetings with LMC representatives to discuss project status, schedule and coordination of project efforts requiring participation of both parties. The frequency and time of these meetings may be from time to time as the situation warrants. These meetings may be held in-person, by video or conference call. The Supplier's engineering team support will also be required on a weekly basis to address development issues as required. The Supplier will generate and distribute minutes of each meeting within two (2) working days of occurrence.

### **7.4.5 Responsiveness**

The Supplier shall respond to any LMC request for information within twenty-four hours of request by the LMC Buyer, PM or Chief Engineer.

### **7.4.6 Problem Resolution**

If the Supplier encounters a design, development, or manufacturing problem during the program they must notify LMC of the problem within twenty-four hours of occurrence. The



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Supplier should refer to the LMC SQAM to understand how to appropriately escalate and resolve any quality problem in the event of an occurrence.

#### **7.4.7 Engineering Support (If the Supplier does not work at LMC)**

Supplier shall provide designers, engineers, a PM, and other personnel (identified in the Resource Plan) to successfully execute program objectives. To receive and give direction, Supplier shall maintain a single-point technical liaison with Buyer. The Buyer may require the Supplier to provide a limited level of on-site support. The type of support (e.g. designer, engineer) and level of support (e.g. part-time, full-time) shall be reviewed and approved by the Buyer as part of the Resource Plan review. See RASIC for specific requirements as to quantity, timing and location of on-site Supplier support.

Supplier shall participate in designated technical interchange meetings and program design reviews including being an active participant of the PDT and the PDT chairperson if appropriate.

#### **7.4.8 Engineering Support (If the Supplier works at LMC)**

LMC shall provide the Supplier with office space, furniture, phone, access to fax, access to PC and CAD system, and general office supplies to facilitate on-site technical support. Additional support required by Supplier from the Buyer needs to be defined in Supplier response to the RFQ. Supplier shall provide all PC software-supported deliverables compatible with the Buyer software (i.e., MS Office, MS Project, and Outlook). LMC will be responsible to provide all on-site Supplier personnel with the following computer usage & expense as necessary to complete the requirements of this SOR: Computer workstations:

- A. CAD workstation hardware/software
- B. Access to approved mainframe and LAN systems
- C. IT support
- D. Buyer CAD support
- E. Plotting center plots (electrostatic only)
- F. Screen plots
- G. On-line access to other Buyer facilities

The Supplier will be responsible for all off-site computer and computer related expenses.

#### **7.4.9 Critical Design Review (CDR)**

The Supplier shall conduct a CDR which addresses the major areas for which they are responsible (hardware, electrical, thermal, software and manufacturing). These areas may be addressed in separate reviews or in one review covering all areas to the satisfaction of LMC.

The CDR documentation package may include, but not be limited to:

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- A. Meeting agenda
- B. Detailed electrical and mechanical drawings and descriptions
- C. FEA & CFD results
- D. Final test plans
- E. Adequacy of the detailed mechanical design in the environmental, electrical, mechanical interface, reliability, maintainability, and manufacturability areas
- F. Final test and product support plans
- G. Test equipment review
- H. Review of both open and closed action items
- I. Design analysis and test data
- J. Manufacturability of detailed design (i.e., significant materials, tooling processes, facilities, and test considerations)
- K. Dunnage consideration
- L. In field assembly consideration
- M. Service consideration
- N. Value engineering considerations
- O. Qualification considerations
- P. Existing Documentation
- Q. DFMEA & PFMEA

After the review is concluded, the Supplier shall publish and distribute copies of the review minutes. Action items and design concerns shall be part of the minutes. Action items shall be scheduled and required action shall be taken in an expedient manner. LMC shall establish the adequacy of the Suppliers review performance within seven (7) working days by notification of:

- Approval – To indicate that the review was satisfactorily completed.
- Contingent Approval – To indicate that the review is not considered accomplished until completion of action items to the satisfaction of both parties.
- Disapproval – To indicate that the review was seriously inadequate (in this case another review must be scheduled and satisfactorily completed).

## **7.5 Deliverables**

### **7.5.1 Items to be delivered by LMC**

Articles described under this section may be furnished by LMC to the Supplier without cost, solely for use by the Supplier in fulfilling its obligations under this SOW.

- A. Packaging Environment  
CAD data needed to adequately describe the Product parameters, its package environment, or components to which it must attach or interface.

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**B. Specification and Requirements**

SOR and other documents necessary to adequately define the operating parameters of the Product.

**C. Program Milestone and Key Dates**

PP including major program delivery dates for prototype, pre-Production, and Production build dates. All required engineering approval milestones.

**D. Quality Documents**

Supplier Quality Assurance Manual (SQAM) to be followed by LMC for both the prototype and Production process. Any deviation from the SQAM must be approved by the LMC quality activity.

**E. Physical Interface Definitions**

Interface definitions, including relevant sections of schematic drawings, package envelopes, device transmittal template, CAN messages, necessary to define the interface point between the part and the vehicle for physical attachment, electrical connection, and communications protocol.

**7.5.2 Items to be delivered by the Supplier**

7.5.2.1 - All documentation shall be delivered in both paper copy (if required by LMC), as well as electronic form, with the exception of CAD/CAE/CAM data.

7.5.2.2 Test procedures, reports, project status, instructions, and other data shall be delivered using PDF, MS Word, Excel, or Project formats.

7.5.2.3 CAD 2D and 3D data shall be delivered in CATIA V5 version 20 or STEP format.

7.5.2.4 All work-plans are to be delivered in MS Project format showing proper dependencies.

7.5.2.5 All documentation shall be subject to LMC approval, and all test procedures, and reports, must be approved by the appropriate engineering manager prior to formal publication.

7.5.2.6 Items delivered by the supplier to the PDT throughout the project shall include but not be limited to the following:

- A. CAD part and assembly models
- B. Engineering Bill-of-Material
- C. Cost and feasibility studies and reports
- D. CAE/CAM studies, reports, and analyses

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- E. Detail and/or assembly drawings including GD&T and CTQCs.
- F. Electrical schematics and ICDs
- G. Material, finish and coating data and certification sheets
- H. DV test plans and reports
- I. Qualification test plans and reports
- J. Acceptance test plans and reports
- K. Fastener specifications and torques
- L. Shipping container designs and specifications
- M. Up to date component DVP&R
- N. Up to date component DFMEA and PFMEAs in AIAG format
- O. Data transfer conforming to PDT approved standards
- P. Complete tooling drawing/data that must be kept updated and provided upon request, at no charge
- Q. Conforming product that meets SOR and program quality requirements at various stages of the program. Including:
  - a) Sample Parts
  - b) Prototype Parts
  - c) Initial Production Part Samples
  - d) Production Parts
  - e) Service Parts
- R. PPAP submission package including PSW compliant with LMC SQAM requirements.

7.5.2.7 Software release cadence and its alignment with LMC Software Baseline release cadence in MS Project format shall be delivered by second week of project start.

7.5.2.8 ECU level test cases to be used for software validation.

7.5.2.9 Component Specification document

7.5.2.10 Software Specification document

7.5.2.11 Diagnostic Specification document

7.5.2.12 Software Release packages (delivered on time, per the approved software

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release cadence)

7.5.2.13 Standing weekly review of project status, including software progress.

7.5.2.14 Feature complete by Beta Baseline release (tentative date: Jan 14, 2021)

### **7.5.3 Functional Analysis**

LMC may ask the Supplier, to provide math model / data representations at various levels of detail and at different times as specified by the LMC Program Team to support functional analysis of the overall vehicle and subsystems. The level of detail required would depend on the specific stage that the vehicle development process is in at the time of the request. Three general categories of data the Supplier shall provide are:

- Lumped parameter data (e.g., mechanical, thermal, electrical properties and performance characteristics of assemblies / components)
- Finite element data (e.g. mesh, material properties)
- Geometric / performance variation of assemblies and components

In the event validation of the subsystem / component is performed using the analysis method as specified in the Suppliers A/D/V Plan, the Supplier shall provide documentation for the analysis procedure using in the validation process. Upon request by the LMC PDT, the Supplier shall participate in the analytical variation of the sub-system/component under as-installed-in-the-vehicle conditions. In some cases, the Supplier may be asked to provide prototype subsystem / components for hardware-in-the-loop simulation.

### **7.5.4 System Engineering**

7.5.4.1 The Supplier will define the specifications for required tasks and activities to be performed and shall include requirements analysis, functional analysis and allocation, and synthesis for the design of the Product.

7.5.4.2 The Supplier's system engineering process shall transform the requirements stipulated in the specifications into a set of deliverables and process descriptions addressing the systems design, component specification, development, fabrication, test, and qualification.

7.5.4.3 The Supplier shall generate and maintain a requirements verification matrix to provide an audit trail from requirements of the Specs to design implementation and verification, including key decisions to meet the requirements.

7.5.4.4 System engineering considerations such as operational deployment, logistical

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support, personnel training, and final disposal are specifically excluded.

## 7.6 Record Keeping

The Supplier shall maintain records of work performed and Product supplied in a manner consistent with the requirements set forth in ISO-9001:2008 and TS-16949. For more information on required record keeping see the Supplier Quality Assurance Manual.

## 7.7 Roles and responsibilities

Following table summarizes the roles and responsibilities. This table represents a build-to-MODEL HV Harness supplier strategy, where the supplier is responsible for 2D drawings and manufacturing.

(R) Responsible: The entity directly responsible for getting the task done. (A) Approve: The entity that reviews and assures that the task is being done as expected. (S) Support: The entity that supports the task by offering necessary help. (I) Inform: The entity to be kept informed of the progress being made during the task. (C) Consult: The entity to be consulted for inputs for completion of the task.		
<b>Tasks</b>	<b>LMC</b>	<b>Supplier</b>
Provide relevant program milestones and key details	R, A	
Provide SOR and other product specification/requirement documents	R, A	S, C
Provide component interface details and packaging environment	R, A	
Release component in LMC system	R, A	
Provide supplier quality assurance manual	R, A	
Route harness in 3D native environment (CATIA)	R, A	
Applications engineering (Cavity Fit and Sealing)	A, I, C	R
Provide vehicle manufacturing assembly requirements related to component to ensure proper assembly	R, A	I, S
Issue quality rejects relating to component assembly defects	R, A	I, S
Submit OEM-initiated engineering change requests	R, A	I, S, C
Design, build and procure required equipment and tooling for component	A, I, C	R
Design, develop and procure component shipping packaging	A, I, C	R
Investigate and confirm component manufacturability and feasibility	A, I, C	R
Design, develop and validate the component	A, I, C	R

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Provide component CAD (3D and 2D drawing)/CAE/CAM data	A, I, C	R	
Provide up to date DVP&R, DFMEA, PFMEA, Control Plan	A, I, C	R	
Provided DVP&R shall include, but not limited to, mechanical, electrical, environmental, and functional validation	A, I, C	R	
Issue and provide the device transmittals for the component in the LMC approved template/format	A, I, C	R	
Provide networking database (VMM) and diagnostics information	A, I, C	R	
Provide documentation related to component project and plan, component hardware, software, and diagnostics	A, I, C	R	
Provide hardware and software related details including documentation and data, pertaining to component functional analysis and system engineering	A, I, C	R	
Perform component functional software integration, testing, debugging, validation	A, I, C	R	
Provide software release packages as per approved software release cadence and its alignment with LMC Software Baseline release cadence	A, I, C	R	
Develop and present component risk assessment	A, I, C	R	
Ensure the alignment with OEM program timeline and milestones to meet deliverables	A, I, C	R	
Support trial runs by building sample prototype parts for different vehicle builds (quantity and MRD) and managing with OEM assembly plant	A, I, C	R	
Meet APQP and phased PPAP requirements	A, I, C	R	
Manage quality of component raw materials and subcomponents	A, I, C	R	
Track and resolve quality reject related to component assembly defects	A, I, C	R	
Respond to component related issues (manufacturing, vehicle assembly level quality issues etc.) by performing 8D methodology which includes identifying and verifying root causes, defining, validating, and implementing effective containment and corrective actions and other steps	A, I, C	R	
Submit supplier-initiated engineering change requests	A, I, C	R	
Provide assembly plant and service diagnostics procedures to OEM	A, I, C	R	
Provide information for service manual and owner's manual	A, I, C	R	
Support warranty reduction activities and manage component warranty	A, I, C	R	

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## **8. Product Requirements**

### **8.1 General Information**

#### **8.1.1 Description**

The Product described in this requirement is for Four (4) **High Voltage Wire harnesses** intended for use full size crew-cab truck, primarily for commercial and municipal fleets.

#### **8.1.2 Specifications**

The product shall meet the following specifications:

- ISO 19642-9: requirements for multi or single core cables intended for use in road vehicle applications where the nominal system voltage is 600 V AC. or 900 V DC. and 1000 V AC or 1500 V DC. It also applies to individual cores in multi and single core cables.
- ISO 16750-3: Road vehicles — Environmental conditions and testing for electrical and electronic equipment — Part 3: Mechanical loads
- ASTM d257: Volume Resistivity
- ASTM d4935: Shield Effectiveness
- LMC\_EE\_ENV-DUR01r0.2: Temp, Humidity, gravel bombardment, Salt & Other Road contaminants including thermal shock
- SAE/US Car 38: Performance Specification for Ultrasonically Welded Wire/Cable Termination
- SAE US Car 44: Performance Specification for Automotive Wire Harness Retainer Clips

#### **8.1.3 HV Connector Specification**

- IP67 & 6k9k
- 1000V rating, 400V nominal
- 175A RMS continuous, 370A RMS peak for 15 seconds  
Peak 15s, 45s rest (current 0 A)
- ISO 16750-3 Vibration class
- 3-pole, busbar to harness

#### **8.1.4 Bill of Materials**

The supplier shall supply a Bill-of-Material describing the full content included in their



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product as delivered to LMC.

## 8.2 End of Line Testing

All High Voltage Harnesses should be continuity tested and Hi Pot tested as defined in 2D drawings. Each harness assembly serial number and test results should be recorded and documented.

## 8.3 Tolerances

Required 2D Tolerances. Using narrower tolerances other than those specified will be noted on the 2D Drawing if required:

Default Tolerances		
Wire Assembly	Dimension Total	Tolerance
Single Dimension	<1000mm	+10mm -0.0mm
Single Dimension	>1000mm	+10mm -0.0mm
Additive Dimensions	<1000mm	+10mm -0.0mm
Additive Dimensions	>1000mm	+10mm -0.0mm

## 8.4 Target Mass

The supplier should seek to achieve minimum mass for their product and shall report the estimated mass for their product when providing their quote.

## 8.5 Thermal

Thermal requirements are outlined in the required specifications referred to in Section 8.1.2

## 8.6 Operating & Environmental

The Product supplied shall be capable of functioning properly under the operating and environmental conditions referred to in the DVP&R provided by LMC in the RFQ package.

The product shall operate normally, i.e. without any function across the temperature range of -40°C to 105°C

## 8.7 Electro-Magnetic Compatibility

Shall meet >70dB attenuation across 10Khz to 45MHz.

EMC standards and best practices, including RF Emission, RF Immunity, and Voltage Transients requirements per the automotive industry. All Cables are required to be shielded and terminated appropriately.

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## 8.8 Design

The Product shall meet the following design requirement

### 8.8.1.1 Part Drawing

Key Product features shall be described on a Supplier released part or assembly drawing which shall be supplied to LMC. Where appropriate the drawing shall include required GD&T and indicate critical and special process characteristics.

Each part or assembly drawing shall include a title block that clearly indicates the following:

- Part Name
- Part Number
- Release Date
- Designer/Engineer
- Drawing Scale

Each part drawing shall include a material block that clearly indicates the following where applicable:

Each part or assembly drawing shall include a revision block which indicates the current release level of the Product and any change to the part/drawing shall be supplied to LMC immediately once the change is approved.

All drawing views shall be laid out using 3<sup>rd</sup> angle projection and all sections shall be cut and projected based on that convention.

## 8.9 Material

All materials used in all portions of the assembly shall be automotive grade and approved to the GMP material specifications. No materials that can cause severe injury to the occupants in the car during crash should be used for the assembly.

The following materials should be avoided per the following documents:

- a) SARA Hazardous Substance List (reference Federal Regulation 40 CFR Part 372)
- b) Hazardous Air Pollutants (reference Clean Air Act Section 112)
- c) EPA Industrial Toxics Project List
- d) Halogenated Solvents (reference letter from Chairman of the Corporate Task Force for CFC Replacement to Plant Engineers, date 07/02/90)
- e) Toxic Pollutants (reference Federal Regulations 40 CFR 423 Appendix A)

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- f) Known or suspected carcinogens, mutagens, tumorigenesis and teratogens
- g) Toxic Substances Control Act (TSCA)

Supplier is responsible for completing and submitting all Material Data Sheets into IMDS, to comply with GADSL and REACH standards, and to utilize as many recyclable materials as possible in their parts.

#### **8.10 Marking of Plastic Parts**

Plastic parts shall be marked according to SAE J1344 Marking of Plastic Parts

#### **8.11 Final Inspection**

Supplier shall submit prototype samples for the approvals of fit, form, and function and electrical performances. Minimum 5 samples shall be submitted for the approval process. 1 or 2 sample sets of approved samples shall be sent back to supplier for reference to further production as 'master-samples'. Once sign-off process has been complete, any part quality deviations without an approval document shall be rejected.

#### **8.12 Durability**

The Product supplied shall meet the durability requirements referred to in the DVP&R provided by LMC in the RFQ package.

#### **8.13 Reliability**

The Product supplied shall meet the reliability requirements referred to in the DVP&R provided by LMC in the RFQ package.

#### **8.14 Validation**

The Product supplied shall meet the validation requirements referred to in the DVP&R provided by LMC in the RFQ package.

#### **8.15 Regulatory Compliance**

Suppliers are to comply with component and vehicle standards, regulations, and industry best practices where applicable. Requirements of governments shall apply, even if not explicitly stated. All regulatory requirements shall be met for the following markets:

- A. USA
- B. Canada
- C. Mexico
- D. Caribbean Countries

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**8.16 Quality**

The Product supplied shall meet the quality requirements specified in the LMC SQAM.

Supplier is responsible for investigating defects, provide replacement parts, conducting root cause analysis, and implementing permanent corrective actions following 8D methodology.

**8.17 Logistics**

The container, rack or pallet used to ship the Product supplied must meet the following logistics requirements:

**8.18.1** Capable of protecting the Product from any hazard that could in any way damage or render the part nonconforming during shipment.

**8.18.2** Conform to all applicable national and international shipping standards.

**8.18.3** Be returnable or recyclable.

**8.18.4** Be easily lifted and carried by any appropriately rated, commonly available lift truck or lifting devise based on the products weight and size.

**8.18.5** Be stackable and stable to a maximum height of 90 inches tall.

**8.18 Documentation**

The Product supplied shall meet the following documentation requirements:

**8.18.1 Labeling**

Assemblies supplied shall include worded (in English) and barcoded labels indicating:

- Part Name
- Part Number
- Serial Number
- Build Date
- Lot number or other means of manufacturing traceability

**8.18.2 Safety & Hazardous Warnings**

If the Product supplied includes functions, materials or coatings that pose an environmental or personal hazard and therefore require special processing or handling this shall be stated plainly in writing on the product in English, French, and Chinese.

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### 8.18.3 Proper Handling

If the solution is an assembled module mass exceeds 13.6 kg (30 lbs.) it shall include grappling features to enable safe and effective lifting and handling.

### 8.18.4 Data Management

The supplier shall submit a Change Request before changing any parts, drawings, or any product related document or part characteristics, including materials.

The Supplier shall ensure that the Product's design, release level and change history is captured and stored in a manner that ensures easy and reliable recording, update, and retrieval consistent with the requirements of ISO-9001:2008.

## Reference Figures:

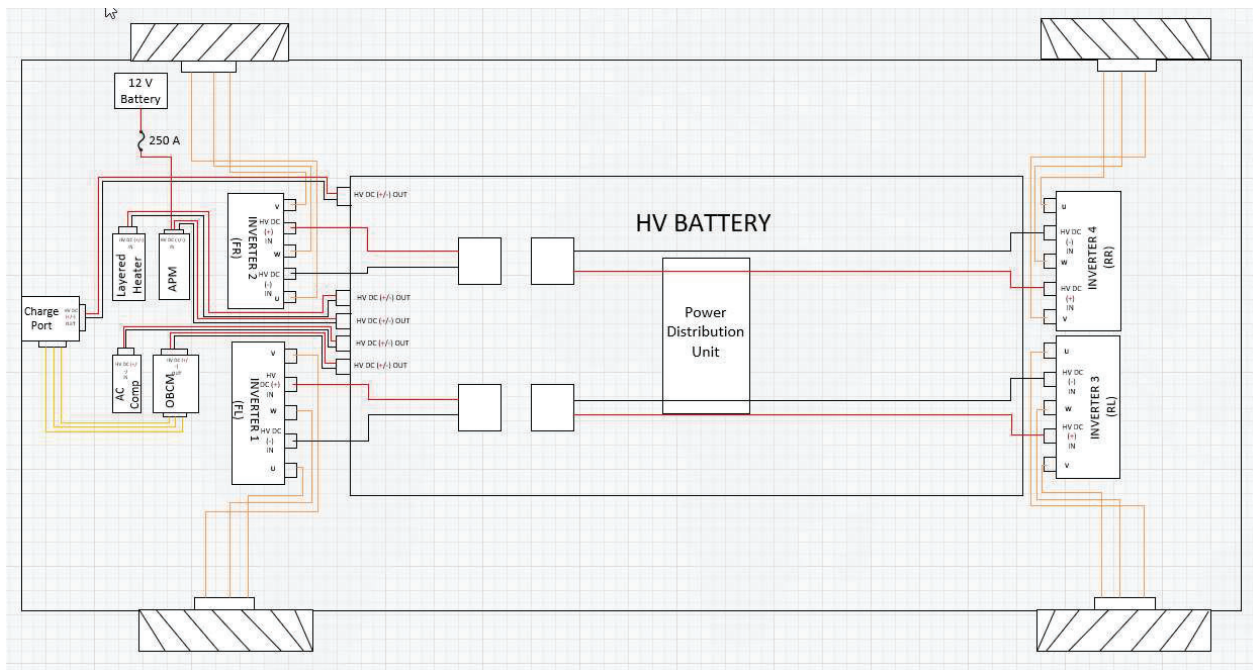


Fig.1 HV Topology

*(Note: 3phase AC Motor Cables {shown in orange} are the only part of this SOR*



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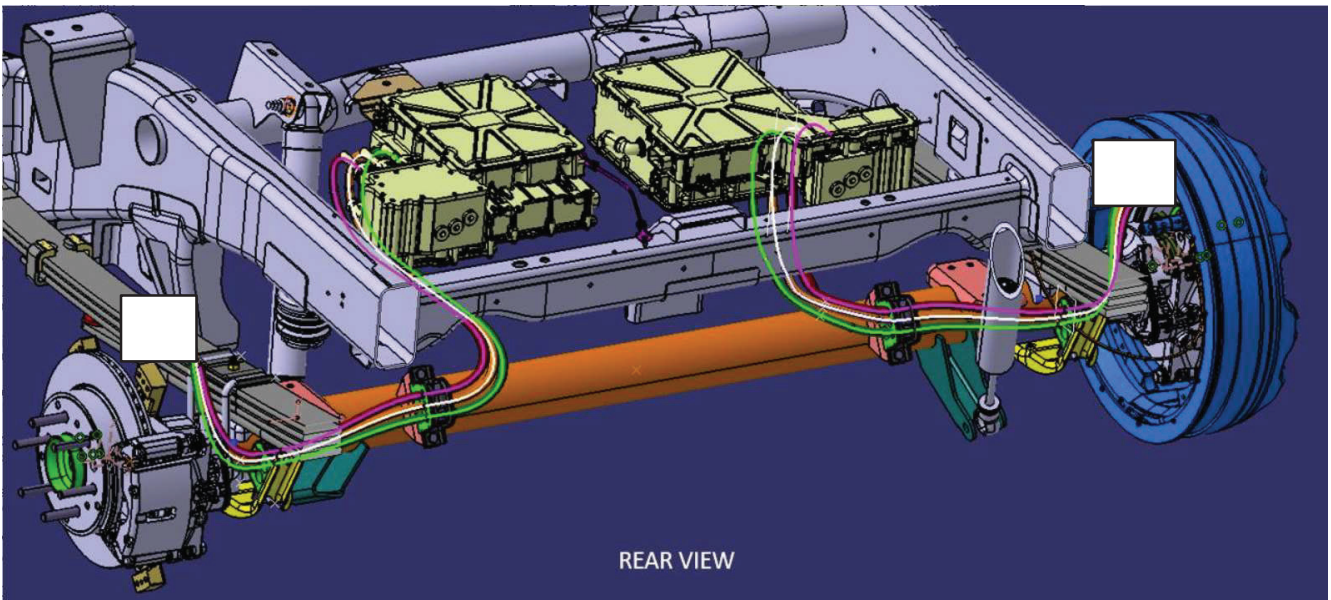
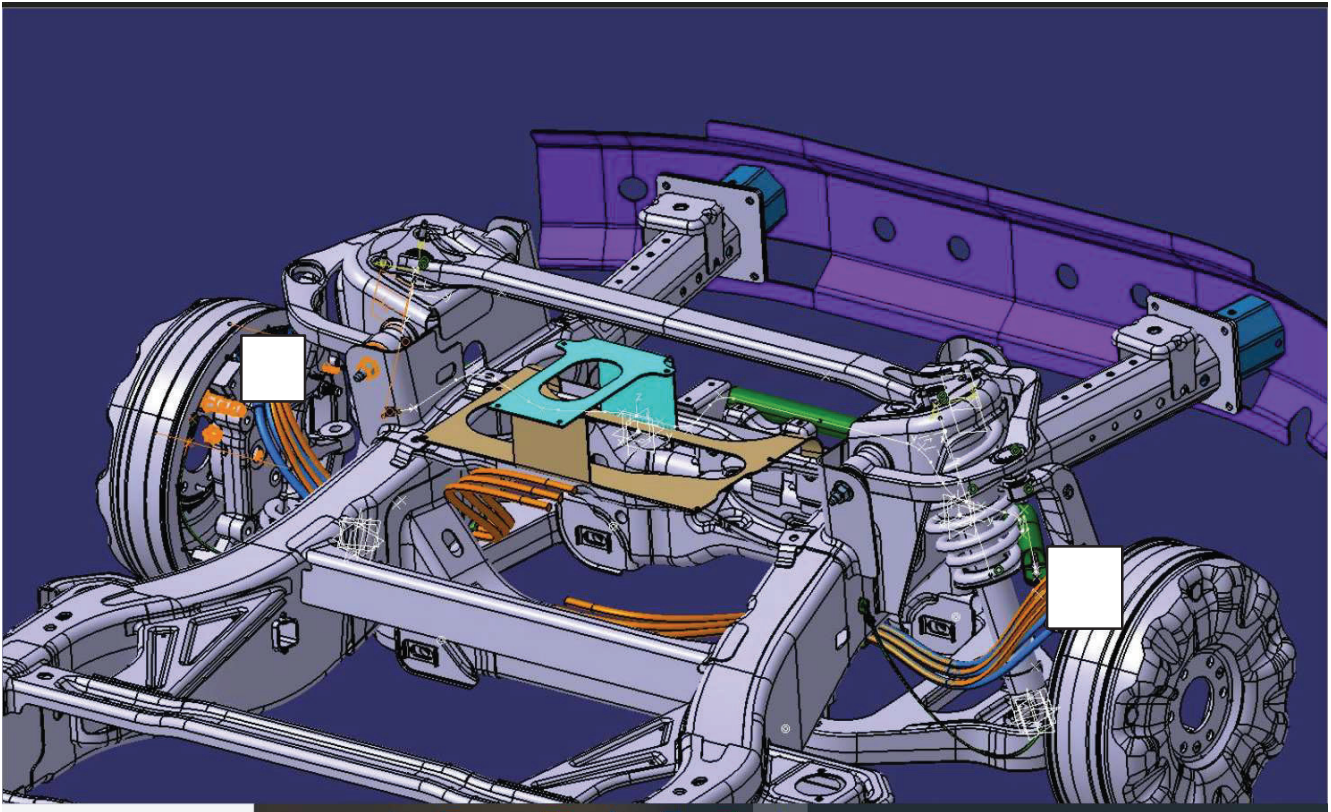


Fig.2 Harness Routing (for reference only) (Catia V5)

**EXHIBIT 7**

Safety Recall Report

**Part 573 Safety Recall Report****23V-114****Manufacturer Name :** LORDSTOWN EV CORP**Submission Date :** FEB 22, 2023**NHTSA Recall No. :** 23V-114**Manufacturer Recall No. :** NR**Manufacturer Information :****Manufacturer Name :** LORDSTOWN EV CORP**Address :** 38555 Hills Tech Dr  
Farmington Hills MI 48331**Company phone :** 248-522-9100**Population :****Number of potentially involved :** 19**Estimated percentage with defect :** 100 %**Vehicle Information :****Vehicle 1 :** 2023-2023 Lordstown Endurance**Vehicle Type :** LIGHT VEHICLES**Body Style :** PICKUP TRUCK**Power Train :** HYBRID ELECTRIC**Descriptive Information :** Full-size, fully electric pick-up truck. Recall includes all vehicles built to date.**Production Dates :** AUG 23, 2023 - DEC 08, 2023**VIN Range 1 : Begin :** NR**End :** NR☐ Not sequential**Description of Defect :****Description of the Defect :** A high-voltage cable assembly between the inverter and the motor may lose high-voltage isolation between the busbar and conductive shield, causing an unexpected reduction of power and eventual loss of propulsion.**Applicable Part Numbers:**

LEVC: ALFG-061-BA, ALFG-063-BA, ALFG-067-BA, ALFG-069-BA

AIPC: 710550001 Rev A, 710560001 Rev A, 710570001 Rev B, 710580001 Rev B

**FMVSS 1 :** NR**FMVSS 2 :** NR**Description of the Safety Risk :** Vehicle may experience reduction and eventual loss of propulsion without prior warning if the fault occurs. Once the vehicle is stopped, it may automatically shift into Neutral. Once the vehicle is shut off, it cannot be restarted. Each of these conditions could result in an increased risk of a crash.**Description of the Cause :** NR**Identification of Any Warning that can Occur :** A notification will appear on the instrument panel indicating that the isolation fault has occurred.



# Part 573 Safety Recall Report

**23V-114**

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**Involved Components :**

Component Name 1 : High-voltage cable assembly

Component Description : Front Left Busbar

Component Part Number : LEVC Part Number ALFG-061-BA; Supplier Part Number: 710550001 Rev A

Component Name 2 : High-voltage cable assembly

Component Description : Rear Left Busbar

Component Part Number : LEVC Part Number: ALFG-067-BA; Supplier Part Number: 710570001Rev B

Component Name 3 : High-voltage cable assembly

Component Description : Front Right Busbar

Component Part Number : LEVC Part Number: ALFG-063-BA; Supplier Part Number: 710560001 Rev A

Component Name 4 : High-voltage cable assembly

Component Description : Rear Right Busbar

Component Part Number : LEVC Part Number: ALFG-069-BA; Supplier Part Number: 710580001 RevB

**Supplier Identification :****Component Manufacturer**

Name : Amphenol PCD Shenzhen Co., Ltd.

Address : Building 21, Liao Keng Industrial Zone  
Shi Yan Street Bao An District Foreign States 518108

Country : China

**Chronology :**

On January 20, 2023, a vehicle owned and operated by Lordstown EV Corporation (Lordstown) experienced a loss of propulsion. Subsequent similar events were reported on other Lordstown controlled vehicles in the following days, and all after a major snow event in the Detroit area. On February 1, 2023, Lordstown received a report of a customer vehicle (also in Detroit) that had also experienced a loss of propulsion and shifted itself out of Drive while at a stop, before it was delivered to Lordstown for analysis. Plant production was already on

**Part 573 Safety Recall Report****23V-114**

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hold when these events occurred, and production remains on hold. Parts analysis was conducted by the supplier between January 24, 2023 and early February which consisted of hi-pot testing, optical imaging, 2D x-ray, cross section w/ optical images, CT 2D slice view, and CT 3D views. Lordstown received feedback on the supplier's testing between January 24, 2023 and February 7, 2023 and considered the testing results, the part failure mode, and the gradual and controlled manner in which the vehicle could lose power. On February 21, 2023, Lordstown decided to conduct a recall to address this issue.

**Description of Remedy :**

Description of Remedy Program :	Supplier has developed a new version of the part (BB-level) that will increase the high voltage isolation barrier. Lordstown will replace BA-level busbars with new BB-level busbars in all vehicles at no cost to owners.
How Remedy Component Differs from Recalled Component :	The busbar overmold holes are redesigned, and an increased level of epoxy is applied in the redesigned parts. BB-level busbars part numbers are marked on the busbars themselves, which distinguishes them from the BA-level parts.
Identify How/When Recall Condition was Corrected in Production :	Only new BB-level busbars will be utilized in future production; BA-level busbars will be marked and destroyed. All vehicles inside the gate at the factory will be refit with BB-level busbars.

**Recall Schedule :**

Description of Recall Schedule :	NR
Planned Dealer Notification Date :	FEB 22, 2023 - FEB 23, 2023
Planned Owner Notification Date :	FEB 22, 2023 - FEB 28, 2023

\* NR - Not Reported