



**General Purchasing Terms and Conditions**  
**Under the Laws of England and Wales**

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## 1. DEFINITIONS

1.1 Notwithstanding anything to the contrary, the following words and expressions, when used with capital initial letters in the Contract, shall have the following meanings:

<b>GPC</b>	are the General Purchasing Terms and Conditions, consisting of this document and any document attached hereto or incorporated by reference.
<b>Affiliate Company</b>	is any legal unit controlled by Forvia S.E. or by a successor of Forvia S.E., where “ <b>controlled</b> ” means direct or indirect possession of at least thirty five percent (35 %) of the shares or voting rights in such legal entity.
<b>AI Output</b>	refers to the results generated by AI, such as texts, images, videos, code, content, predictions, recommendations and decisions.
<b>AI Regulations</b>	Include any law, regulation, direct or legally binding rule, code of conduct or guidance relating to Artificial Intelligence under applicable law which relates to the subject matter or performance by the Supplier of the present GPC and/or the Contractual Products or Contractual Services and/or the activities which are comprised in all or some of the Contractual Products or Contractual Services and/or the output from the Contractual Products or Contractual Services, including but not limited to Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on Artificial Intelligence (“ <b>EU AI Act</b> ”)
<b>Artificial Intelligence (“AI”)</b>	means artificial intelligence systems, system components, base models and/or generative artificial intelligence systems in accordance with the AI Regulation.
<b>Audit</b>	is the auditing of the contractual obligations, means of production and facilities (including, but not limited to production processes, design processes and quality standards) of the Supplier.
<b>Auditor</b>	is the person or group of persons that are appointed by the Company at its sole discretion to undertake the Audit.
<b>Background</b>	is the entirety of the respective Contracting Party's Industrial and Intellectual Property that may be shown by each party to be already in existence prior to the entry into the Contract, performance of the Contractual Services or development of the Contractual Products and therefore, excluding Results, or can be shown to be developed by such Party independent of any Confidential Information, Results or Background of the other Party.



<b>BRIC-Supplier</b>	is a Supplier that has its registered office in Brazil, Russia, India or China.
<b>Closed Order</b>	is a Purchase Order that contains all requisite characteristics of Contractual Products and/or Contractual Services, including delivery dates and exact delivery quantities.
<b>Company</b>	is Forvia's Affiliate that issues the Purchase Order.
<b>Component Part</b>	is a sub-assembly, individual component part and raw material of the Contractual Products that the Company may ultimately offer.
<b>Confidential Information</b>	Shall have the meaning set forth in Section 22.1 herein.
<b>Contract</b>	is the entirety of all contractual documents that are listed in Section 3.1.
<b>Contracting Parties</b>	means collectively the Company and the Supplier; and Contracting Party means either of them.
<b>Contractual Products; or Products</b>	are all goods, products, equipment, tooling, components, assemblies or sub-assemblies or materials that are a subject matter of the Contract including the drawings, models, templates, samples, or similar objects or data on which the Contractual Products are based on, regardless of their form (tangible or intangible) or medium (including but not limited to paper, sample, electronic device).
<b>Contractual Services or Services</b>	are all services that are a subject matter of the Contract.
<b>Copyleft</b>	means any FOSS License having binding effects on subsequent downstream licenses including a contaminating/viral effect and the obligation for the licensee to disclose the source code of the related software.
<b>Customer</b>	is the automobile manufacturer or supplier, whether consumer, commercial, off-road or similar, mobility provider, non-automotive company (including, but not limited to, electronics and consumer product technology providers) or other person, company, entity or sub-contractor to which the Company directly or indirectly delivers the Customer Products.
<b>Customer Products</b>	Is any Contractual Product(s) and/or Contractual Service(s)
<b>Default</b>	is when the concerned Party is in breach of its contractual obligations.



<b>Defects</b>	<p>are material and legal defects. The Customer Products have a material defect if (1) the Customer Products do not meet the agreed quality or Specifications, (2) is not suitable for the use intended under the Contract or (3), to the extent the quality and/ or the intended use has not been explicitly or implicitly agreed upon, is not suitable for the customary use and its quality is not equal to items of the same kind. Delivery by the Supplier of a different kind of item or of an item of lesser value than the Customer Products constitutes a material defect.</p> <p>The Customer Products have a legal defect if a third party, in relation to the Customer Products, can assert any rights or claims of any kind, other than those rights or claims assumed pursuant to the Contract, against the Company</p>
<b>Equipment</b>	are auxiliary items, such as but not limited to samples, prototypes, calibers and tooling, manufactured or provided by the Supplier in order to perform the Contractual Products and/or Contractual Services.
<b>Forvia European Company</b>	is Forvia S.E., a European company headquartered at 23-27 Avenue des Champs Pierreux, 92000 Nanterre, France, registered in the Commercial Register of Nanterre under number 542 005 376.
<b>FORVIA Group</b>	is the factual group formed by the Faurecia European Company's Affiliated Companies, and HELLA including its Affiliated Companies, including the Company.
<b>Forvia Indemnified Parties, (each, a "Forvia Indemnified Party")</b>	Is Forvia, Forvia S.E., the Customer and each of such party's respective Representatives, agents, invitees, subsidiaries, Affiliates, distributors, end-user customers of the Products; and successors and assigns of such parties.
<b>Force Majeure</b>	is an event which was not foreseeable, and not the fault of, nor caused by a Party's negligence, and which is beyond the reasonable control of the Contractual affected Party and would impair the ability of the affected Contracting Party to perform normally its contractual obligations, such as acts of God, or of a public enemy/acts of terror or governmental action specifically restricting the performance, fires, floods, unusually severe weather, explosions riots or war. Force Majeure does not include, however, any delay caused by, arising from or related to (i) strikes of the Supplier's personnel or strikes of its Subcontractors' (ii) Supplier's financial difficulties; (iii) a change in cost or availability of materials or components based on market conditions or Supplier actions; (iv) labour shortages or absenteeism on the part of Supplier or Supplier's



Subcontractors; or (v) any cyber-security or information system service disruption event.

## **FOSS**

Free and Open Source Software (FOSS) means software components, parts thereof, or individual files that are available as source code and without payment of license fees and are under a license that grants the user rights to edit and distribute. This applies in particular to licenses that have been classified by the OSI (<https://opensource.org/licenses>) and / or the FSF (<https://www.gnu.org/licenses/license-list>) as a FOSS license or are included in the SPDX license list (<https://spdx.org/licenses/>).

Software components, parts thereof, or individual files that have been marked as Public Domain (defined herein) by the legal owner are treated like FOSS within the framework of the Contract. The designation of Public Domain means that the right holder has expressed that they no longer want to have any rights to the corresponding software components, parts or files and that they want to make these available in the public domain or license them to anyone without conditions.

Furthermore, the term FOSS is used when it comes to freeware which is made available to the user as commercial software free of charge.

## **General Terms and Conditions for the Use of FOSS**

are General Terms and Conditions for the Use of Free and Open-Source Software, which apply to all deliveries and services containing FOSS in any form, whether permanent or temporary, as separate FOSS or as FOSS combined with software and/or hardware and includes FOSS used by the Supplier as well as FOSS used by its Sub-Suppliers

## **GB REACH**

means Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) as retained in English law through the European Union (Withdrawal) Act 2018, and as amended from time to time.

## **HELLA**

is HELLA GmbH & Co. KGaA, a German Company headquartered at Rixbecker Str. 75, 59552, Lippstadt, Germany, registered in the Commercial register of Paderborn under number HRB 6857

## **Incompatible License**

means any license containing at least one term contrary to the terms of another licence (including a FOSS) preventing the Company from complying with the terms of both of such licenses for use, representation, reproduction, adaptation, modification or distribution of the corresponding software(s).



<b>Industrial and Intellectual Property</b>	constitutes the industrial and intellectual property of a Contracting Party or third party, including the Proprietary Rights and Know-How.
<b>Invoice</b>	is a commercial invoice that contains all the information necessary for identification and verification of the relevant delivery of the Customer Products.
<b>Know-How</b>	is know-how of any kind, particularly inventions, test and development reports, drawings, models, ideas, suggestions, and calculation results of the Supplier, which are not Proprietary Rights.
<b>Letter of Nomination</b>	is the document and its appendices whereby the Company appoints the Supplier for the supply of Customer Products.
<b>Liabilities</b>	means liabilities whether in contract, tort, misrepresentation, restitution, under statute or otherwise and howsoever caused including if caused by negligence and including but not limited to any claims, deductions, debits, losses, damages, demands, costs, expenses, of any kind or any nature, whether actual or threatened, including consequential, punitive and special damages, moral rights collections, personal and property damages, lost profits, production interruption costs, inspection, handling, reworking, labor, legal and other professional fees, witness and expert fees, costs of defense and any other costs associated with Forvia's internal or external time, labor, materials or similar cost; as such costs are incurred by or threatened against any Forvia Indemnified Party, caused by, arising from or related to Supplier's performance of its obligations or Default, or otherwise and/or occasioned by Supplier's or Supplier's Representatives actions, omissions, negligence, gross, negligence or misconduct, and including but not limited to (i) improper, unsafe or defective materials, workmanship or design of the Customer Products, except where strict and complete compliance by the Supplier with the Specifications prescribed by and originating with the Company constitutes the sole basis of the claim or alleged claim, or (ii) breach of any provisions of any Purchase Order or this Agreement, including but not limited to any of the representations or warranties provided herein, (iii) the Supplier's failure to comply with applicable Laws; or (iv) breach or alleged breach of intellectual property rights of a third party.
<b>Mandated Supplier</b>	is any Supplier that the Customer has directed, recommended or requested the Company to utilize, source, or otherwise engage.
<b>Open Order</b>	is a Purchase Order containing all requisite characteristics of Customer Products, with the exception of certain particulars, such as delivery dates or exact delivery quantities, and which



provides that delivery dates and exact delivery quantities are to be provided within the framework of individual releases, delivery schedules, purchase orders or other similar documents.

<b>Order Confirmation</b>	is a copy or separate confirmation of the Purchase Order communicated by the Supplier.
<b>Particular Conditions</b>	are separate business terms and conditions, including any appendices, that contain specific requirements which address special product, local market or delivery requirements, including legal matters specific to country where the Company or the Supplier is located. The Particular Conditions are intended to be applicable as per the Purchase Order and are binding on the Company and the Supplier.
<b>Personal Data</b>	is any information relating to an identified person or a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
<b>Price</b>	is the price that the Company has agreed to pay as consideration for the Customer Products.
<b>Proprietary Rights</b>	Are all intellectual property rights including, but not limited to, patents, trademarks, trade names, copyrights and all rights of whatsoever nature in computer software and data, rights in logos, inventions, moral and artists' rights, design rights, trade or business names, domain names, database rights and semi-conductor topography rights and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in every case whether registered or unregistered and all rights or forms of protection of a similar nature anywhere in the world.
<b>Provided Material</b>	is any material and/or equipment provided free of charge by the Company to the Supplier.
<b>Purchase Orders</b>	are all documents issued by the Company, including Open Orders, to order Customer Products.
<b>Quality Assurance Agreement (QAA) or Warranty Agreement</b>	Means the Quality Assurance Agreement or Warranty Agreement provided by Company to Supplier, as may be amended, by Company from time to time, setting forth certain minimum quality requirements for the Customer Products and is binding upon the Supplier pursuant to these GPCs. The Company may mandate additional quality





requirements specific to the Customer Products. In such case any additional requirements shall be deemed incorporated into the QAA or Warranty Agreement by reference.

<b>Release</b>	is a call-off for Customer Products pursuant to an Open Order.
<b>Representative(s)</b>	means any employee, agent, contractor, subsidiary, affiliate, or successor and assign authorized to, or otherwise acting on behalf of a Contracting Party.
<b>Results</b>	is the entire Industrial and Intellectual Property, and all intellectual work and inventions, excluding Background, created by the respective Contracting Party after entering into the Contract within the framework of rendering of the Customer Products, and protectable, or not, by Proprietary Rights, including by patents of invention.
<b>Right of Use</b>	is the right to exploit an item or a right. It encompasses the right to manufacture, of performing further development, reproduction, dissemination, presentation, adaptation, redesign, use, and marketing. Unless expressly provided in the Contract, the Right of Use can be freely transferred and/or sub-licensed to Affiliates, is irrevocable, unlimited in duration and valid worldwide.
<b>Service Part</b>	is the Contractual Product that the Company may ultimately offer to Customer as service or replacement parts or as accessories.
<b>Specifications</b>	are the required properties specified by Forvia for the Customer Products, usually contained in documents attached to the Purchase Order and/or any Letter of Nomination.
<b>Subcontractor</b>	is any third party that the Supplier entrusts with the execution of at least part of the Customer Products.
<b>Supplier</b>	is the Contracting Party that is required to provide Customer Products to the Company.



- 1.2 unless the context otherwise requires, references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.3 references to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and
- 1.4 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

## 2. SCOPE OF APPLICATION

These GPC shall apply to all Purchase Orders, Letters of Nomination, statements of work, Particular Conditions, and any and all documents termed “purchase agreements” issued by the Company or any of its Affiliated Companies.

The applicability of any general terms and conditions or similar terms of the Supplier is barred even if Company or any of its Affiliated Companies does not specifically object to them.

## 3. CONTRACTUAL DOCUMENTS

- 3.1 **Contract.** The Contract consists of the following documents, in a decreasing order of priority: (i) the Releases, (ii) the Purchase Order issued by the Company, (iii) the Letter of Nomination, if applicable (iv) Particular Conditions provided in writing by the Company, including any terms and conditions related to the use of FOSS, if applicable, (v) one or more QAA or Warranty Agreement issued by the Company; and (vi) these GPC. In the event of conflicts between provisions of the Contract, the priority of the documents shall be determined according to the sequence above.
- 3.2 **Entire Agreement.** The Contract constitutes the entire agreement between the Contracting Parties and supersedes all prior, contemporaneous, express or implied written or verbal, representations and/or agreements. Nothing in this clause 3.2 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 3.3 **Amendment.** Any request for amendment of the Contract shall not unreasonably delay or suspend performance of the Customer Products. Amendments to the Contract are only enforceable if set forth in writing and validly signed by authorized Representatives of the Contracting Parties.

## 4. FORMATION OF THE CONTRACT



- 4.1 **Binding Purchase Order.** The Purchase Order may be sent by letter, email or any other electronic means determined by the Company. Acceptance of a Purchase Order constitutes Supplier's acceptance of the express terms of the Company's offer as set forth in these GPC, Particular Conditions, the QAA and the Purchase Order. Any proposal for additional or different terms or any attempt whatsoever by the Supplier to vary any of the terms of a Purchase Order (whether in the Supplier's quotation form, acknowledgement form, invoice or otherwise) is deemed material and is hereby objected to and rejected. The Company only agrees that these GPC apply. The first occurring expression of acceptance of a Purchase Order or Particular Conditions by Supplier shall be the earliest of: (i) the Supplier's written acceptance of the Purchase Order; (ii) Supplier's commencement of work on the Customer Product; (iii) performance of any portion of the Contractual Services for which a Purchase Order has been issued; (iv) shipment of any Contractual Products hereunder; (v) Supplier's failure to object to any Purchase Order or Particular Conditions in writing, within ten (10) days of receipt; (vi) submission of an invoice or shipping statement referencing or related to a Purchase Order; or (vii) other conduct that indicates Supplier's acceptance, including but not limited to Supplier's preparation for performance, each of which shall constitute acceptance of the Company's offer contained in the Contract.
- 4.2 **Cancellation.** In addition to any other rights of the Company, prior to the Company's actual knowledge of the Supplier's acceptance, the Company may cancel a Purchase Order with immediate effect and without a statement of grounds. Cancellation shall not establish any claims whatsoever on the part of the Supplier.
- 4.3 **Company Acceptance.** If the Supplier does not provide an Order Confirmation and the Purchase Order has not been cancelled in accordance with Section 4.2, the Contract shall, in addition to those modes of acceptance set forth in Section 4.1, be deemed validly formed as soon as the Company accepts the Customer Products without reservation.

## 5. CHANGES TO THE CUSTOMER PRODUCTS

- 5.1 **Changes.** The Company may request changes to any Customer Products at any time. The Supplier shall promptly review the feasibility and the technical and commercial effects of the changes and transmit a written offer to the Company detailing implementation of the changes within a reasonable time. The offer shall contain a detailed description of all effects of the changes (particularly with respect to the quality, the safety, price, costs, and/or the delivery dates of the Contractual Products and/or Contractual Services) including any supporting documentation. If the changes are related to quality or safety, Supplier will immediately review the technical and commercial feasibility of such changes and promptly submit a written offer to Company in response.
- 5.2 **Confirmation of Change.** If the Company accepts the Supplier's offer pursuant to clause 5.1, the Contracting Parties shall document



adjustments to the Contract in a mutually-executed, written amendment prior to implementation of the changes. Such written amendment is required for adjustment to the Specifications, the drawings, the Price, the delivery dates and/or other material changes.

- 5.3 **Resolution.** If the Contracting Parties do not reach an agreement with respect to all necessary changes, as provided for in Sections 5.1 and 5.2 the Company shall be entitled to, at its sole option:
- 5.3.1 reject the Supplier's offer and demand performance under the terms of any accepted Purchase Order or Particular Conditions;
  - 5.3.2 engage a third party to implement the changes. In such case, the Supplier will provide to the Company all drawings, Specifications and other documents required to plan and implement the changes; and/or
  - 5.3.3 terminate the Contract in whole or in part in accordance with Section 25.
- 5.4 **No Change.** The Supplier may not make any change to the Contract, Purchase Order; the Contractual Products, Particular Conditions Price and/or Contractual Services, without prior written agreement signed by an authorized representative of the Company. If the Supplier intends to make a change to the Customer Products, it shall notify the Company as early as possible, but not later than at least nine (9) months prior to the planned implementation of the change. The Supplier assumes all costs incurred by the Company related to these changes, including but not limited to the qualification costs, change costs, test costs, development costs, the costs for a renewed first sample release etc.

## 6. INFORMATION, NOTICES, WARNINGS

- 6.1 **Information Sharing.** The Supplier is a specialist in the execution and performance of the Customer Products. As such, the Supplier shall promptly transmit to the Company all necessary information, advisories, and warnings relating to the Customer Products, including their quality or their safety, regardless of the skills and/or Know-How of the Company. In particular, the Supplier shall:
- 6.1.1 provide the Company with all information and advisories necessary for the correct storage, packaging and use of the Customer Products;
  - 6.1.2 ensure that the Specifications of the Customer Products are complete, suitable for, and commensurate with the contractually agreed upon or known intended use. The Supplier shall be required to promptly inform the Company if the Customer Products violate any applicable laws of countries in which the Customer Products are to be sold, distributed or used;
  - 6.1.3 with respect to the Customer Products, inform the Company of any quality risks or other inadequacies of which it is aware and promptly warn the Company if the Customer Products are defective, particularly if such defect could endanger the safety of people or property; and



- 6.1.4 propose measures to the Company to improve the quality and reduce the costs of the Customer Products.

## 7. ACCREDITATION

- 7.1 **Accreditation Requirements.** If required by Company, the Supplier must, at its sole cost and expense, be accredited by the governmental authorities or organizations listed in the Contract and shall take all necessary steps to maintain the accreditation throughout the term of the Contract. The accreditation must be provided by an independent organization authorized to do so and must include the Customer Products. The Supplier will promptly inform the Company of any potential or actual change to its accreditation status and include any relevant details.
- 7.2 **Suspension for Non-Compliance.** The Company shall be entitled to suspend the performance of the Contract or terminate the Contract for breach if the Supplier breaches its obligation with respect to accreditation provided in Section 7.1.

## 8. QUALITY ASSURANCE; INSPECTIONS

- 8.1 **Quality Management.** By commencing performance under the Contract, the Supplier expressly accepts the Company's QAA or Warranty Agreement, as may be amended by the Company from time to time and agrees to adhere to the applicable quality management system including Quality Management- Guidelines for Suppliers or/and Logistics Guideline for Supplier for the site(s) and region(s) in which Supplier operates. The QAA and any additional quality management requirements mandated by the Company will be provided to the Supplier upon request.

Supplier acknowledges and agrees that it has access to the QAA or Warranty Agreement, and the terms of the QAA and Warranty Agreement are hereby incorporated herein by reference. Supplier agrees and warrants it shall strictly comply with the terms and conditions specified therein, and any updates thereof.

For purposes of clarity, the QAA that shall be applied shall be the then-current QAA or Warranty Agreement of the Company party that has issued the applicable Letter of Nomination (for example, the HELLA QAA shall apply for any nomination or PO issued by a HELLA Affiliate, and the Forvia QAA for any nomination or PO issued by a non-HELLA Forvia Affiliated Company). The Company will provide a copy of the applicable QAA upon request by the Supplier.

- 8.2 **Strict Performance.** The Supplier shall perform in conformity with the QAA or Warranty Agreement, and any quality procedure specified in the Contract, which is incorporated herein by reference. The Supplier shall deliver copies of all certificates relating to the Customer Products and the safety thereof to the Company.



- 8.3 **Supplier Site Inspection.** At the Company's option, the Company may, from time to time, review and inspect the Supplier's testing, inspection, quality control and reliability procedures, as well as any supporting data. The Supplier agrees to comply at all times with the Company's most recently adopted quality control/assurance specifications and manuals and inspection standards and procedures as made available by the Company (including, without limitation, as posted on the Company's website, [www.forvia.com](http://www.forvia.com)), additional copies of which are available upon request.
- 8.3.1 If Company or any of its Representatives, subcontractors, suppliers or Customers, enter upon the premises owned or controlled by Supplier, Supplier shall: (i) release, defend, indemnify and hold such Forvia Indemnified Party, harmless from and against all Liabilities and (ii) ensure that Supplier and its representatives are in compliance with all requirements of any workers' compensation legislation, health, safety and environmental regulations, or similar applicable laws of the jurisdictions in which the Supplier's premises are located.
- 8.4 **Right of Product Inspection.** All materials, tooling, capital, equipment and workmanship utilized in the performance of any Purchase Order shall be subject to inspection and testing by the Company (and the Company's Customers) to the extent practicable at all times and places, including the period and place of manufacture. If any such inspection or testing is made on the Supplier's premises or on the premises of any authorized subcontractor or agent of the Supplier, the Supplier or such authorized subcontractor or agent, as the case may be, shall provide or procure, without additional charge, all reasonable facilities, access and assistance. Unless granted by the Company's authorized Representatives in writing, no inspection shall be deemed to be an approval or admission by the Company that the inspected Customer Products (or any related work-in-process or other physical inventory) fulfil the terms of any Purchase Order. Inspection and approval by the Company or the Company's authorized Representatives does not preclude rejection or other relief for any defects (whether latent or manifest) subsequently discovered. The Supplier shall provide and maintain, without additional charge, a testing and inspection system (which shall include quality control and reliability procedures) acceptable to the Company covering the materials and workmanship utilized in the performance of any Purchase Order.
- 8.5 **No Waiver by Inspection.** In no case whatsoever shall (i) any inspection or testing by the Company (or the Customer) of the materials, tooling, capital, equipment and workmanship utilized in the performance of any Purchase Order, (ii) any review or inspection by the Company of the Supplier's testing, inspection, quality control or reliability procedures (or related data), or (iii) any acceptance by the Company of the Customer Products, relieve the Supplier from the strict and complete performance of all of the Supplier's obligations and warranties under any Purchase Order, the QAA and the Warranty Agreement. In no event shall payment be deemed to constitute acceptance by or on behalf of the Company of any nonconforming Customer Products.





- 8.6 **Right of Inspection.** The Company reserves the right to inspect the Contractual Products or the progress of Contractual Services before their delivery or receipt, on the site of the Supplier during normal working hours upon prior notice to the Supplier of such inspection.

## 9. STATUTES, LAWS REGULATIONS, AND POLICIES

- 9.1 **Compliance with Laws.** The Supplier warrants its compliance with all applicable laws (including Federal, State, local and foreign laws; codes; ordinances; rules, standards, regulations and international conventions; Executive Orders; and all amendments thereto from time to time (collectively "Laws"), including those in the areas of labor, health, safety, transportation and the environment, that are applicable to any Purchase Order and shall furnish the Company with certificates of such compliance where required thereunder or when requested by the Company.
- 9.2 **SDS Safety Requirements.** The Supplier shall transport, package and label the Contractual Products and their containers, including, those which constitute a health, poison, fire, explosion or other safety hazard, in accordance with all applicable Laws in effect in the place to which the Contractual Products are shipped or as otherwise specified by the Company. Without limitation, such obligations shall include the proper preparation and provision of applicable safety data sheets ("SDS") and other prescribed documentation and/or information.
- 9.3 **Site Health, Safety and Environmental Policies.** Supplier and its personnel performing any Contractual Services at Company or Customer's site shall at all times strictly comply with the Health, Safety and Environmental Policies for such site, as well as applicable rules for the site in which they are working as well as the posted and communicated health and safety processes for each site. Supplier shall be responsible for providing its own personal protective equipment ("PPE") for its personnel which meets Company's or Customer's minimum requirements for the site. Company reserves the right to remove any Supplier personnel who does not adhere to the applicable rules and policies, and Supplier shall replace such personnel at its own cost and expense. Supplier and its Representatives agree that Forvia shall not in any event be liable for the adequacy of the health safety or environmental measures Forvia has taken. Forvia does not warrant or guarantee that health, safety or environmental measures will protect individuals from injury or death and has based its standards on regulatory requirements. Forvia reserves the right to modify or add health, safety and environmental measures at each site at any time.
- 9.4 **Child Labor and Forced Labor Laws.** The Supplier for itself and its suppliers, (1) undertakes to comply with the provisions of the United Nations Treaty of November 20, 1989 regarding children's rights prohibiting child labor; and (2) not to use, in any form whatsoever, forced or compulsory labor as defined in Article 1 of the International Labor Organization treaty of June 25, 1957 on the elimination of forced labor and (3) comply with all Laws anywhere in the world which relate



to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015.

- 9.5 **Competition Law infringement.** If the Supplier is found by any court, tribunal, or regulatory agency or authority to have violated or infringed Competition Law for a Customer Product purchased by the Company, the Supplier shall: (a) pay to the Company, as compensation for damages, 15% of the net invoice amount of the volume of the Customer Products which is affected by the above Competition Law violation, unless the Supplier can prove that no or less damage resulted from the Competition Law violation, and (b) provide to the Company all documents, data, and other information produced to any court, tribunal, or regulatory agency or authority globally that is related to the above Competition Law violation, within 4 (four) weeks of the finding of the above Competition Law violation. This obligation to pay damages compensation under (a) above continues to apply in case of a termination or fulfilment of the business relationship or any individual supply contract. Any further or exceeding contractual or statutory rights of the Company remain unaffected of this obligation; in particular, the Company may claim a higher damage amount based on respective evidence..
- 9.6 **Ethical Business Practices.** The Supplier shall comply with all requirements and demands of the Company with respect to ethics, social acceptability, and environmental sustainability, whether these obligations have been requested by the Company, by the Customer or agreed between the Company and the Customer.
- 9.7 **Code of Ethics/Conduct.** When Company is a non-HELLA entity, to the extent legally permissible, Supplier shall comply with the "Forvia Code of Ethics" and the "Forvia Code of Conduct" and shall comply therewith in the contractual relationships with its own suppliers, subcontractors, and service providers. The Forvia Code of Ethics has been received by the Supplier and is also available on <https://www.faurecia.com/en/suppliers>.  
[https://www.forvia.com/sites/default/files/2024-02/FAU-C-LSG-2400%20Code%20Of%20Ethics%20EN\\_0.pdf](https://www.forvia.com/sites/default/files/2024-02/FAU-C-LSG-2400%20Code%20Of%20Ethics%20EN_0.pdf)  
 When Company is a HELLA entity, to the extent legally permissible, the Supplier shall comply with the "HELLA Code of Conduct" and "HELLA Human Rights Policy" and agrees to comply therewith in the contractual relationships with its own suppliers, subcontractors, and service providers. The HELLA Code of Conduct has been received by the Supplier and is also available at [https://www.hella.com/hella-fr/assets/media\\_global/Suppliers Code of Conduct English.pdf](https://www.hella.com/hella-fr/assets/media_global/Suppliers Code of Conduct English.pdf)
- Supplier shall inform Forvia in writing in the event Supplier becomes aware of a Forvia employee not acting in accordance with the Forvia Code of Ethics.
- 9.8 **Anti-Corruption/ Anti-Bribery.** Supplier warrants that it will comply at all times with all applicable anti-corruption laws, conventions or regulations, including, inter alia, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and the *Loi Sapin 2*, and all other applicable





laws regarding domestic or international corruption, bribery, and ethical business conduct. Supplier shall limit its use of customs brokers to the brokers communicated in writing by Company or Forvia.

The Supplier represents and warrants that itself, or any of its affiliated companies, is not engaged and will not engage in any form of commercial bribery, not commit any act or omission which causes or could cause the Company or the Supplier to breach, or commit an offence under any laws relating to anti-bribery and anti-corruption (including the Bribery Act 2010), nor directly or indirectly provide or offer to provide, anything of value to, or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity.

It is the Supplier's responsibility to cause its subcontractors, vendors, agents or other associated third parties to act according to this provision.

At the Company's request, the Supplier will certify in writing, without undue delay, its compliance with the foregoing.

In the event of failure to comply with this clause, the Supplier shall promptly notify the Company of any request or demand for any improper financial or other advantage received by the Supplier, or that the Supplier gives or intends to give whether directly or indirectly in connection with the Contract. The Company shall have the right to immediately withdraw from or terminate all agreements existing with the Supplier, and to cancel all negotiations, with immediate effect and without compensation to the Supplier and its Affiliates (as applicable), and without prejudice to any other rights and/or remedies which the Company have at law.

- 9.8.1 Anti-Corruption Documentation Measures.** at Company's request, Supplier shall furnish Company with (i) a written record of all meetings held (or at Company's discretion, meetings anticipated in the upcoming six (6) months) among Supplier's employees, agents or designees and Government Officials in which Company's business is discussed or to be discussed; such record shall include, at a minimum: (i) the name of Supplier's representatives, (ii) the name and position of the Government Official (to the extent practicable for upcoming meetings); (iii) the Agenda, (iv) the matter(s) discussed or to be discussed; (v) any written materials shared or to be shared; (vi) any request or offer of payment or other benefit of the parties; and (vii) the detailed expense reports of the Supplier's representatives with all original supporting documentation. For the purpose of this paragraph, "Government Official" is defined as any officer, employee or contractor of a government department or agency, any public international agency, or any person acting in any official capacity, or holding themselves out as a representative of the government, department, agency or public international agency.



- 9.9 **Conflict Minerals.** Supplier represents and warrants that itself, any of its affiliate companies, and its supply chain are currently in compliance, and shall continue to comply, with existing and future law relating to "conflict minerals" as defined by the Dodd-Frank Wall Street Reform Act.

At the Company's request, the Supplier will certify in writing, without undue delay, its compliance with the foregoing and shall furnish the Company with certificates of such compliance where required thereunder or when requested by the Company.

In the event of failure to comply with this clause, the Company shall have the right to immediately withdraw from or terminate all legal transactions existing with the Supplier, and to cancel all negotiations, with immediate effect and without compensation to the Supplier and its Affiliates (as applicable), and without prejudice to any other remedies the Company may request from the Supplier by law.

9.10 **Corporate and Environmental Responsibility.**

- 9.10.1 **Corporate Responsibility.** Upon request, the Supplier shall complete the Corporate Social Responsibility Assessment via the internet link provided by Forvia.

- 9.10.2 **Environmental Responsibility.** While performing under the Contract Supplier shall use the necessary resources (materials, energy, and water) efficiently and shall reduce the environmental impact with respect to waste, wastewater, air pollution and noise to a minimum. This also applies to logistics and transportation expenses.

Supplier shall submit its own CO2 Roadmap towards climate neutrality and upon Company's request provide an update of progress of commitments made in the Roadmap.

The CO2 Roadmap shall include Supplier's commitments based on Greenhouse Gas Protocol or similar recognized and/or certified standards. The CO2 Roadmap must include the Supplier's commitments regarding:

- Scope 1, direct emissions
- Scope 2, indirect emissions
- Scope 3, all controlled emissions associated with Supplier, for which the Supplier's organization is directly or indirectly responsible, especially up and down its value chain.

In addition, upon Company's request Supplier shall provide data for the Life Cycle Assessment ("LCA"), relating to Customer Products or parts thereof (including data about the materials input) according to the data collection format for the LCA provided to the Supplier by the Company.

Supplier is responsible for registration and where necessary, authorization or notification of chemical substances contained in



Customer Products in accordance with GB REACH. If a chemical substance being manufactured in, or imported/supplied into GB falls within the area of applicability of GB REACH, Supplier assumes responsibility for all obligations named above and all associated expenses.

Supplier represents and warrants that it has valid GB REACH registrations for all relevant substances within the Customer Products. Where the Supplier is for any reason not required to comply with GB REACH and/or if the Supplier is unable to GB REACH register any relevant chemical substance present within any Customer Product with the Health and Safety Executive, it shall immediately inform the Company.

Supplier will immediately inform the Company if any Customer Product is likely to be subject to authorisation or restriction under GB REACH and will provide the Company with all information and/or assistance reasonably required by the Company.

The Company will provide, at the Supplier's cost, all information and/or assistance reasonably required by the Supplier for the purposes of obtaining and/or maintaining GB REACH compliance.

Supplier will provide at the Supplier's cost all information and/or assistance reasonably required by the Company for the purposes of obtaining and/or maintaining its own GB REACH registration, where at the Company's absolute discretion, the Company decides to do so and/or complying or evidencing compliance with GB REACH.

Supplier will give written notice to the Company immediately upon becoming aware that it cannot, or will cease to be able to, obtain and/or maintain GB REACH compliance.]

The Supplier is requested not to use SVHCs (Substances of Very High Concern) in Customer Products including mixtures delivered to the Company. Where a Customer Product contains any SVHC, the Supplier must declare to the Company all SVHC-substances within the Customer Product (including packaging) which are included in a concentration greater than 0.1 % percent weight by weight of homogenous material. SVHC-substances are in a GB publication list called the "SVHC Candidate List" published in accordance with Article 59(1) of GB REACH) which is subject to change. The Supplier is responsible for monitoring this list and adjusting its disclosure accordingly.

Supplier shall ensure that all its subcontractors are contractually bound to comply with the terms of this Clause 9.10.

The Supplier shall protect biodiversity, and refrain from contributing to deforestation and forest degradation. The Supplier also commits to comply with all relevant laws and regulations with respect to biodiversity and deforestation.

The Supplier acknowledges the importance of animal welfare and commit to uphold these standards throughout the Contract. The



Supplier shall comply with all relevant animal welfare regulations and standards such as the Data Protection Act 2018. This includes adherence to the 'Five Freedoms' of animals principle, the '3R' principle regarding animal testing (reduction, refinement, replacement), and the standards of the World Organisation for Animal Health (OIE).

**9.10.3 Management Systems.** Supplier shall establish and maintain a certified management system in accordance with the requirements of "ISO 14001" and "ISO 45001" or a recognized and certified management system derived therefrom and provide evidence to the Company by submission of a corresponding certificate. The certification to these standards must be delivered by accredited certification bodies.

**9.10.4 Liability.** Supplier shall be fully liable for any damages, costs or liabilities incurred or engaged by the Company resulting from any breach of the contractual duties specified in this Section 9. The Supplier shall be required to indemnify (including legal fees) and hold the Company harmless from all claims by third parties in relation thereto.

## 9.11. Trade Control

The Contracting Parties shall comply without diversion with the applicable United States, United Kingdom, and any other applicable national export control, sanctions and embargoes laws and regulations (the "**Export Regulations**").

With respect to the Contractual Products, software or technology that Supplier sells or licenses to the Company, the Supplier shall provide to the Company the information necessary to ensure compliance with Export Regulations. Prior to the order signature date, the Supplier shall identify the Export Regulations applicable to the Order and shall inform the Company:

- (a) if and to the extent the Contractual Products, software or technology are subject to any export/re-export license under US law/US regulations, and ;
- (b) of the relevant classification number applicable (e.g., ECCN - Export Control Classification Number for US products, "Dual-Use-Number" for Contractual Products, software or technology in accordance with the European Dual-Use Regulation, etc.).

9.11.1. Licenses or other authorizations required for the export of Contractual Products, software or technologies, or to conduct business in sanctioned countries or with sanctioned entities or persons, will be the responsibility of the Supplier, and at no cost to the Company, unless otherwise agreed in writing by the Contractual Parties, in which event the Supplier shall provide all necessary information as may be requested by Forvia to request such licenses or authorizations.

9.11.2. Without releasing the Supplier from its obligations under the contract or under Export Regulations, the Supplier represents that it maintains an effective export/import control compliance program in accordance with Export regulations, which the Supplier shall provide, free of charge, upon the Company's request.

9.11.3. The Supplier shall notify the Company if (i) it becomes listed, or if one of its subcontractor becomes listed, as a boycotted company or a company on which an



embargo or a sanction-like procedure is imposed; (ii) its export/import privileges or licenses are denied or suspended by any governmental entity; (iii) the Contractual Products, software or technology become restricted under any Export Regulations or (iv) it becomes aware, before or after delivery of the Contractual Products, software or technology, of any actual or alleged violations of Export Regulations.

9.11.4. The Supplier shall ensure insofar as it is applicable, that the provisions set out in the present article be complied with by its own subcontractors or suppliers. In case of a breach of this obligation, the Supplier shall be liable to the Company irrespective of any limitation of liability provisions that may have been agreed in the Contract. In such a case, the Company shall be entitled to terminate the Contract based on the Supplier's fault, without prejudice to any other rights or remedies that the Company may be entitled to under the contract or applicable laws.

9.10.1. Should the Supplier fail to meet its trade controls obligations, the Supplier will be bound to compensate for any damage caused to the Company, any member of the FORVIA Group and their customers in connection with the performance of the order or the use or operation of all or part of the supply. Furthermore, the Supplier undertakes to take charge of the defense of the Company, any member of the FORVIA Group and their customers in the event of any action or legal proceedings taken by competent authorities relating to trade controls as well as all consequences, including fees, expenses and damages that may be incurred by them.

## 9.12. Customs

The Supplier shall provide to the Company, for each Contractual Products:

- (a) The HS (Harmonized System) code;
- (b) The country of origin, and, upon request of the Company, documents to prove the non-preferential origin / preferential status of the Contractual Products.

9.12.1. In case of any modification of HS code and country of origin, the Supplier shall provide the updated information as early as possible but not later than 10 days prior to the delivery date. Supplier shall be liable for any expenses and/or damage incurred by the Company due to any breach of these obligations.

9.12.2. The Supplier established in the European Union shall provide the preferential or non-preferential origin of Contractual Products to be delivered to the Company by means of a Long-Term Supplier's Declaration. Such declaration shall be issued at latest in connection with the first delivery, without prior request from the Company.

9.12.3. The Company shall be immediately informed in writing of any alterations occurring during the year. The Supplier shall renew the Long-Term Supplier's Declaration prior to the end of its validity, with a validity period of at least one calendar year, without request.

9.12.4. The responsibility of certifying the origin will be exclusive to the Supplier. In case of non-compliance, partial compliance, or unjustified delay by the Supplier in its aforementioned obligations, the Company reserves the right to claim the Supplier the damages and losses incurred in accordance with the legal and contractual provisions in force.

## 9.13. Artificial Intelligence



- 9.13.1. The Supplier's work results may only contain AI and the AI Output, if contractually agreed with the Company or if the Company has given its prior written consent.
- 9.13.2. The following basic requirements apply within the meaning of the AI Regulations:
- (a) The Supplier shall ensure that an appropriate and effective risk management system is established, applied, documented and maintained and can be maintained prior to the delivery of the AI Contractual Services to be provided.
  - (b) The Supplier shall ensure that the training, validation and test data sets are relevant, representative, non-discriminatory, error-free and complete with regard to the intended purpose.
  - (c) The delivery of the AI Contractual Services to be provided includes the handover of the technical documentation and the instructions for use, which must always be kept up to date during the term of the Contract.
  - (d) The Supplier shall ensure that the AI Contractual Services to be provided enable automatic recording of processes and events ("**logging**") during operation and the entire life cycle of the AI. This logging must comply with the state of the art, recognised standards and common specifications.
  - (e) The operation of the AI must be sufficiently transparent, comprehensible and explainable by providing information for the Company and the users.
  - (f) The Supplier shall take into account the values of equal access, gender equality, cultural diversity, sustainability and environmental friendliness in the AI Contractual Services to be provided.
  - (g) The Supplier shall ensure that the AI Contractual Services to be provided are developed in such a way that they can be effectively supervised by natural persons and that human supervision is ensured by appropriate measures.
  - (h) The AI Contractual Services to be provided must achieve an appropriate level of accuracy, robustness, general safety and cyber security with regard to their intended purpose and must function consistently in this respect throughout the entire life cycle.
  - (i) Upon request and at the time of delivery of the AI Contractual Services to be provided, the Supplier shall provide the Company with any information, data, data sets, technical documentation and instructions for use that the Company requires in order to fulfil and continue to operate the aforementioned requirements.
- 9.13.3. Insofar as AI Regulations are applicable to the AI Contractual Services to be provided by the Contractor or to the intended use of the AI Contractual Services to be provided, the Contractor shall ensure that they fulfil the requirements of the AI Regulations and are put into operation, used or placed on the market in accordance with the AI Regulations.
- 9.13.4. No separate remuneration is owed, but the obligations under paragraphs 9.13.2, 9.13.3 and 9.13.5 are covered by the remuneration for the AI Contractual Services.
- 9.13.5. The Supplier shall ensure that the services to be provided do not contain or cause any infringements of property rights; in particular (i) the AI itself, (ii) the development, test and training data and / or (iii) the generated AI Output of the AI Contractual Services to be provided.





#### 9.14. Financial reporting

The Supplier shall provide Company with a copy of its audited and certified annual accounts, consolidated where applicable, each year and/or upon the Company's first request. Should the Supplier encounter or anticipate any financial difficulties, the Supplier shall inform the Company as soon as practicable and shall make its best efforts to implement any measure in order to solve such financial difficulties. Upon request of the Company, the Supplier shall provide reasonable justification in this regard.

#### 9.15. Disaster recovery and Business continuity

The Supplier shall maintain and implement commercially reasonable and industry standard disaster recovery and business continuity procedures to ensure that the Contractual Products and/or Contractual Services are not interrupted.

### 10. SUPPLIER'S PERSONNEL

Supplier shall be responsible for the monitoring, use, and reasonable payment of all employees, temporary workers, contractors, or other agents that it uses for the purpose of performing the Contract. The Supplier shall only use qualified and appropriately trained agents.

### 11. AUDITS

- 11.1 **Audit Rights.** Company shall be entitled to conduct Audits on the Supplier's premises at any time upon reasonable advance notification. During such Audits, the Company shall be permitted, among other things, to check the quality assurance measures, the Personal Data protection measures, the sustainability assurance measures and Customer Products before they are carried out.
- 11.2 **Notice.** Advance notification is deemed reasonable, if it is made five (5) calendar days prior to the performance of the Audit. The Audits will not unnecessarily impede the Supplier's operational processes.
- 11.3 **Cooperation.** Supplier shall cooperate with and assist the Auditor including: (i) granting the Auditor access to production facilities, installation, tooling, equipment, finished goods, work in progress, raw materials and other premises, (ii) providing requested documents and/or information, (iii) and answering all questions of the Auditor. The Auditor shall also be entitled to take Contractual Products and/or samples for documentation purposes, to confirm the compliance of the samples with the quality standards, and to confirm that the Contractual Products will conform to all Specifications and requirements of the Contract.
- 11.4 **Remedial Action.** If the Audit reveals that the Supplier is not in compliance with the agreed upon standards and/or Specifications, sustainability standards, or Personal Data security requirements, Supplier shall promptly take all measures identified by Company in the Audit within the time limits and under the conditions set forth by the Auditor. Audit results and agreement to permit the Supplier to cure identified



deficiencies does not constitute a waiver of any breach or claim arising from such nonconformity.

- 11.5 **Reimbursement.** If Audits are conducted as a result of problems related to the performance of the Customer Products (quality problems, delivery difficulties, sustainability standard deviations, Personal Data breaches, etc.) for which Company is not responsible, Supplier shall be required to reimburse Company for the reasonable documented costs incurred in connection with the Audit by way of bank transfer within twenty (20) calendar days of receipt of the Audit invoice.
- 11.6 **Audit Non-Impact.** For clarity, any rights of Company, including warranty and damage claims or termination rights, shall not be affected by the conduct of an Audit or measures taken during or as a consequence of an Audit. Supplier shall independently review all measures and implement them autonomously.

## 12. QUANTITIES; PRODUCTION; FLEXIBILITY; PRICING

- 12.1 **Requirements Contract.** Unless an express quantity is stated on the face of a Purchase Order, the Company shall buy and the Supplier shall sell 100 percent of the Company's requirements of the Contractual Products in order to meet the Company's Customer's demand for the Contractual Products, for the life of our Customer's vehicle platform, including any extensions demanded by the Company's Customer.
- 12.2 **No Volume Guarantee.** Quantities that may be indicated in a Purchase Order, Request for Quote, Quotation, Quotation Analysis Form, correspondence, Nomination Letter or other documentation provided by the Company are for informational purposes only and do not represent a commitment by the Company. The actual quantities ordered shall be specified by Releases. Supplier warrants that any representation made in a quotation or otherwise regarding its production capacity constitutes a warranty that Supplier can manufacture or produce the stated quantity of the Customer Products without the imposition of overtime charges, surcharges or similar fees. Unless otherwise expressly stated in a Purchase Order, Company shall not be required to purchase any Customer Products exclusively from Supplier.
- 12.3 **Volume Increases.** Should a Customer impose an increase in quantities for which the Customer Products are required, Supplier shall sell, and Company shall purchase, any additional requirements of Customer Products at the current Price and without any extra payment.
- 12.4 **Requirements Volumes.** Supplier agrees that Company is required only to purchase its requirements of the Contractual Products. Therefore, if those requirements go down because the Customer imposes a reduction, cancellation or stoppage of vehicle production (i.e., requirements reduce or go down to zero), the Company shall have no liability whatsoever with respect to such reductions, cancellation or stoppage, and shall have the unilateral right to terminate any related Purchase Order(s) and/or Contract without liability.





- 12.5 **Reuse of Equipment.** In the event a Purchase Order for one platform within a program utilizes the same Equipment (including tooling) for other platforms, Supplier shall supply Company's requirements for those programs utilizing the same Equipment, at the Company's option.
- 12.6 **Program Life.** Unless otherwise stated in a Purchase Order or Nomination Letter, the term of the Contract shall be for the life of the subject vehicle program, which can be extended, suspended/resumed, or shortened from time to time by Customer, without liability the Company. Supplier shall supply the Customer Products for the entire duration of the Contract, as may be extended, delayed, suspended or shortened, without any adjustments in Price.
- 12.7 **Price Warranties.** Supplier warrants that the prices for the Customer Products are, and shall remain, not less favourable to Company than the prices currently extended to any other customer of Supplier for the same or substantially similar products or services in the same or substantially similar quantities and delivery requirements. If Supplier reduces the prices of the same or substantially similar products or services during the term of the Purchase Order, Supplier shall automatically reduce the prices of the Customer Products and provide Company notice of such reductions within five (5) business days of such price reduction.
- 12.7.1 Supplier warrants that the prices set forth in any Purchase Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added without Company's prior written consent. Supplier expressly assumes the risk of any event or cause (whether seen or not foreseen) affecting such prices, including increases or decreases in volumes, any foreign exchange rate changes, tariffs, increases in raw material costs, inflation, increases in labor costs or other similar costs.
- 12.7.2 Supplier shall ensure that the Customer Products remain competitive, in terms of price, technology and quality, with substantially similar products and services available to Company from other suppliers, including Company's Affiliates. Supplier's failure to remain competitive is a material inducement to the Contract and breach of such warranty may be deemed "cause," permitting Company's termination of all or any part of the Purchase Order.
- 12.8 **Non-Circumvention.** Supplier acknowledges and agrees that during the course of supply to the Company, it may be exposed to Company's production methodology, processes, pricing, best practices, sub-sourcing and Company's Confidential Information which may be the basis upon which Company has been awarded Customer business. In consideration of the sharing of such Confidential Information by Company, Supplier agrees that during the time period any Purchase Order remains in effect, and any renewals thereof, Supplier shall not supply the same or substantially similar products or services directly to the Customer, without Company's consent. This limitation shall not apply to "off the shelf" products or services for which no Company Confidential Information applies.



### 13. DELIVERY TERMS

- 13.1 **Delivery.** Unless otherwise designated in the Purchase Order, delivery of the Contractual Products shall be made "DDP" [designated destination] (as that term is defined in Incoterms 2020 Edition) the Company's facility and all transportation, freight and delivery charges shall be at the Supplier's expense. No charge shall be made for insurance, storage, parking or detention except as stated in the Purchase Order.
- 13.2 **Specifications.** The Contractual Products must be delivered in accordance with the logistics requirement agreed upon in the Contract. In particular, the delivery documents must conform to the requirements specified therein.
- 13.3 **Packaging.**
- 13.3.1 Supplier shall package the Contractual Products in a reasonable manner commensurate to the mode of transport, such that the Contractual Products are not damaged during transport, the loading processes, or storage at the destination, provided, however that if packaging instructions are communicated by Company, Supplier will package the Contractual Products in strict accordance with the instructions provided by the Company.
- 13.3.2 Packaging shall conform with the applicable Laws and the provisions contained in the Purchase Order, any Particular Conditions, and in the Forvia Supplier Logistics Manual and Label Quality Procedure (which can be found at [Faurecia.com](http://Faurecia.com)) as the same may be amended from time to time (including the marking of all cases, packages, boxes or other containers with the number of the related Purchase Order, and enclosing therewith or attaching thereto a shipping notice showing the contents thereof, together with the name of the Supplier and, if different, the name of the shipper).
- 13.3.3 The pricing set forth in a Purchase Order shall be inclusive of labelling, packing, boxing and crating and the Supplier shall not charge the Company for labelling, packing, boxing or crating except as stated specifically in a Purchase Order.
- 13.3.4 Supplier shall be responsible for any costs incurred by Company for Supplier's failure to ship Contractual Products in strict accordance with these terms and conditions, Company's directions and/or the instructions set out in a Purchase Order or Release.
- 13.4 **Timing.**
- 13.4.1 Supplier acknowledges and agrees that time is of the essence for the performance of the Contractual Services and/ or delivery of the Contractual Products are essential to the Company.
- 13.4.2 Deliveries are to be made both in the quantities and at the times specified in a Purchase Order or if not specified therein, in such quantities and at such times as may be indicated in the Company's



Releases or other instructions. If Supplier is unable to make shipments as specified in a Purchase Order or in a Release or other instructions from the Company, Supplier will immediately notify Company and Company shall have the right to cancel such Purchase Order without liability and without prejudice to the Company's right to claim from the Supplier any losses or damages occasioned thereby.

**13.4.3** Performance or delivery of the Customer Products in advance of the written dates and deadlines shall require the prior written approval of the Company.

**13.4.4** Supplier will maintain reasonable backup processes and emergency plans for all Open Orders to ensure the timely rendering of Customer Products during the entire term of the Open Order. The backup processes and emergency plans must, at a minimum, conform to customary automotive industry standards.

## **14. ACCEPTANCE OF CUSTOMER PRODUCTS; DEFECTIVE AND/OR NONCONFORMING CUSTOMER PRODUCTS**

### **14.1 Acceptance of Contractual Products.**

**14.1.1** Following delivery, Company shall make commercially reasonable efforts to inform the Supplier of any apparent defects in Contractual Products as soon as practicable from the time at which such defects should be detectable in the ordinary course of operations.

**14.1.2** Company's failure to assert a claim or reserve such claim at the time of delivery and/or payment for the Contractual Products shall not be considered as final acceptance of the Contractual Products delivered, nor as an acceptance of the amount invoiced, and shall not, under any condition, be deemed as a waiver by the Company of its right to assert any claim in the future in accordance with all applicable Laws.

**14.2 Rejection of Contractual Products.** Company reserves the right to reject Contractual Products in any form whatsoever for material non-compliance of the Contractual Products. The Company also reserves the right to reject delivery of excess quantities of the Contractual Products in the same manner.

**14.3 Acceptance of Contractual Services.** Contractual Services shall be accepted by the Company only upon completion of performance which shall occur either:

**14.3.1** upon the date provided in the Purchase Order or other written agreement, provided the Contractual Services are satisfactorily completed in conformity with the Purchase Order or statement of work and approved by the Company without reservation; or

**14.3.2** upon the date on which all reservations have been withdrawn by the Company as evidenced by the Company's execution and delivery of a corresponding completion certificate.



**14.4 Rejection of Contractual Services.** The Company reserves the right to reject the Contractual Services if:

- 14.4.1** at the completion date of the Contractual Services, the Contractual Services are not satisfactory without reservation, by reason of other than immaterial nonconformity or defect; or
- 14.4.2** Company's reservations have not been withdrawn within the time limits established by the Parties by reason of other than immaterial nonconformity or defect; or
- 14.4.3** Supplier has failed to comply with the Contractual Service delivery schedule or completion deadlines.

**14.5 Defective and/or nonconforming Customer Products.**

- 14.5.1** If any Customer Product fails to meet the warranties contained in these GPC, the QAA, the Warranty Agreement, Particular Conditions, Purchase Orders, Specification, Customer requirements, any applicable Laws or regulation or any other written agreement between the Parties, including but not limited to a Statement of Work, the Company shall have at any time, without prejudice, the right to terminate, to claim compensatory damages, and/or the option, to:
  - a. have such Contractual Products repaired or replaced immediately by and at the sole expense of Supplier, who shall have no right to raise any objections or claims regarding the production or delivery schedule or as to Contractual Services have such Contractual Services performed again immediately by and at the sole expense of Supplier, who shall have no right to raise any objection; or
  - have such nonconforming Contractual Services performed by a third party designated by the Company, at the sole expense of Supplier who shall have no right to raise any objection; or
  - b. have the purchase price for the Contractual Products or payment for Contractual Services refunded promptly upon demand by Company; or
  - c. otherwise satisfactorily deal with the defective or nonconforming Customer Products (including, to the extent applicable, participation in recall, claims adjustment and other similar programs) in a manner acceptable to Company in its sole discretion, at Supplier's sole expense.
- 14.5.2** Any rejected Contractual Products must be recovered by the Supplier at its sole expense and risk within eight (8) calendar days following notice of rejection by Company. It is expressly agreed that after such time, the Company may, without any liability whatsoever and at the Supplier's sole cost, expense and risk, either destroy the rejected Contractual Products, or return them to the Supplier.
- 14.5.3** Should the Supplier fail or otherwise be unable to cure any breach or nonconformity within the time-frame or other parameters required by Company (and whether or not such time-frame or other parameters are communicated to the Supplier), or such breach or nonconformity



is of the nature that may not be cured within the timeframe required or within the other parameters required by the Company, (i) the Company may terminate in whole or part any Purchase Order as to the particular defective or nonconforming Customer Products, or (ii) the Company may, in the Company's sole discretion, (and without any obligation to do so), assume control over the correction, repair, replacement or other rectification efforts, processes and programs, in which case the Supplier shall pay or reimburse the Company for all associated costs and expenses (including third party or the Company's internal handling, sorting, segregation/holding, reworking and administrative time, labor and materials). After notice to Supplier, all defective or nonconforming Contractual Products shall be held at the Supplier's risk. The Company may, at the Supplier's direction, return such Contractual Products to the Supplier at the Supplier's risk, and all handling, sorting, segregation/holding, and handling charges, as well as transportation, freight and delivery charges (both to and from the original destination) and any other related expenses, shall be paid by Supplier. Any payment made by Company to Supplier for such defective or nonconforming Customer Products shall be immediately refunded by Supplier, unless and to the extent that Supplier promptly corrects, repairs, replaces or otherwise satisfactorily corrects such nonconformity. Supplier's warranties shall apply to such corrected, repaired, or replaced Customer Products.

## 15. SPECIFIC REMEDIES FOR DELAY

- 15.1 **Damages.** Supplier expressly acknowledges and agrees that if Supplier is in Default with respect to the timing of delivery of the Customer, the Company can request, after the Supplier has been able to explain the reasons for the Default, a specific remedy for delay in the amount of 0.2 percent (or 0.4 percent in case of serial delivery) of the net price of the delayed Customer Products per completed working day, but not more than a total of ten (10) percent of the net price of the delayed Customer Products. These damages are intended to begin compensating the Company for damages that may not be readily ascertainable and shall not affect the Company's right to claim additional damages or seek other remedies, including actual, punitive, or consequential damages and/or to terminate the Contract and to receive compensation instead of performance of the delivery.
- 15.2 **Alternative Sourcing.** If Company expressly grants Supplier in writing the exclusive or single source rights to supply the Customer Products to the Company, such grant of rights shall not restrict the Company's ability to absolute entitlement to procure any and all goods and services which are the same as or similar to the Customer Products from third parties in the event of (and throughout the period of) a delay, breach or non-conformity and, at the Company's option, to reduce a Purchase Order by such quantities without liability to the Supplier.
- 15.3 **Company Preference.** Without limiting the Supplier's obligations hereunder, in the event of any supply allocation by the Supplier, the Supplier shall give preference to the Company for all of the Customer Products ordered from the Supplier.



## 16. PRICE, INVOICING AND PAYMENT TERMS

### 16.1 General Provisions.

- 16.1.1** Company shall be required to pay the Price set forth in the Contract for all Customer Products that conform to the terms of the Purchase Order, Contract and these GPCs.
- 16.1.2** The Price shall constitute lump-sum remuneration for the Customer Products and shall be deemed to cover all costs of Supplier associated with the rendering of the Customer Products, including any costs for any Rights of Use to Background and Results, the transfer of Results, transports, administration, tax and other customs duties, ancillary consideration, and quality controls.
- 16.1.3** By dispatching its Order Confirmation or starting to perform the Customer Products in whole or in part, Supplier confirms that it has received from the Company all relevant information that it needs for the determination of the Price or that it is aware of such information from other sources. In addition, Supplier confirms that it is familiar with the circumstances and peculiarities of the automobile supplier business and has taken them into account in the determination of the Price. Supplier further acknowledges and agrees that the Price provided and set forth on a Purchase Order, is a material inducement to the Company's award of business to the Supplier and that Company is relying on such Price to deliver its Customer Products to the Customers.
- 16.1.4** For these reasons and subject to the provisions hereinafter, the Price shall be fixed and final. The Supplier shall not demand an adjustment of the Price as a result of circumstances or peculiarities, or a lack of information, or the validity of the Contract being questioned, Supplier's financial condition or hardship, quantity adjustment, the Contract being terminated or any other similar condition.

### 16.2 Duties and Taxes.

- 16.2.1** Prices are net of applicable taxes and customs duties. Duties and taxes shall be added by the Supplier to its invoices in accordance with applicable Laws.

### 16.3 Invoicing. Supplier shall deliver Invoices that:

- 16.3.1** comply with all applicable legal requirements and bill(s) of lading;
- 16.3.2** reference a specific Purchase Order (the number of the Purchase Order shall be inserted) and all items invoiced, with quantities, unit prices and taxes (if any) listed separately;
- 16.3.3** have been issued prior to the date when the Customer Products have been accepted;
- 16.3.4** contain all information that is necessary for Company to identify, verify, and confirm receipt or completion of the Customer Products (including the Purchase Order number);





- 16.3.5** contain all information related to the payments terms in conformity with the terms set forth herein;
- 16.3.6** are sent in duplicate to the address named in the Purchase Order and are not to be attached to documents delivered together with the Contractual Products;
- 16.3.7** detail separately costs for any transportation, freight or delivery charges (if not included as part of the price on the face of the Purchase Order) that Company expressly agreed in writing to pay, with receipted copies of such charges and approvals attached; and
- 16.3.8** contain such number of additional certified copies of invoices and customs or other documents as may be requested or specified by the Company for Customer Products provided on an international basis.

Company shall be entitled to reject, return, dispute and withhold payment for Invoices that do not conform to the foregoing requirements.

#### 16.4 **Payment Terms and Conditions.**

Unless otherwise provided in these GPC or otherwise stated on the face of a Purchase Order, net invoices (subject to applicable withholding taxes, charge-backs and other matters, if any) shall be paid within 5 days of the later of: (i) 60 days after the end of the month during which the Contractual Products were delivered and/or Contractual Services were accepted, or (ii) 60 days after the end of the month during which the Supplier's Contractual Products are paid for by the Customer. If Supplier is a Mandated Supplier, and Customer fails to pay Company for any Customer Products delivered and/or performed by Supplier as a Mandated Supplier, then Company shall have no obligation to pay Supplier for such Customer Products until such timeframe as set forth in (ii) above, and Supplier shall, upon Company's request, cooperate to assist Company in collecting any amounts due and owing from the Customer.

#### 16.5 **Setoff.**

In addition to any right of set-off provided by law, all amounts due or to become due to Supplier from Company shall be considered net of indebtedness of Supplier (and/or Supplier's affiliates) to Company (and/or the Company's Affiliates), and Company may deduct or set-off at any time any such indebtedness from any amounts due or to become due to Supplier (and/or Supplier's affiliates) from Company (and/or Affiliates).

## 17. **WARRANTY**

### 17.1 **Warranty Representation.** Supplier represents and warrants:

- 17.1.1** that all of the Customer Products, including Equipment and any special tools, dies, jigs, fixtures, patterns, raw materials and machinery obtained by Supplier at Company's expense and/or which are to become the property of Company under a Purchase Order, shall conform to and fulfil all drawings, Specifications, samples and other descriptions furnished, specified or adopted by Company shall be merchantable, free from any apparent or hidden defects in design (to the extent



designed by Supplier), free from defects in material and workmanship and free of all liens, claims and encumbrances whatsoever;

- 17.1.2** that the Customer Product is suitable for the agreed upon intended use (including, in the case that Supplier is participating in the design of the Contractual Products, the performance in the component, system, subsystem and vehicle location specified by Company and the environment in which the Customer Products are or may reasonably be expected to perform) or – if no intended use has been expressly agreed upon – ordinary use, and is designed to function on a Defect-free basis for the duration of the intended use;
- 17.1.3** that the Customer Products are rendered in accordance with the recognized standards of engineering – unless otherwise designated in the Purchase Order, as well as all applicable statutes and legal requirements;
- 17.1.4** that the Customer Products are rendered in conformity with the initial sample, unless otherwise designated in the Purchase Order or the aforementioned documents;
- 17.1.5** that the Company shall receive full title guarantee to the Contractual Product free and clear of all charges, liens, licences and encumbrances.
- 17.1.6** If the Contractual Products constitute Equipment, including special tools, dies, jigs, fixtures, patterns, raw materials and machinery, Supplier warrants that such Contractual Products will operate and perform successfully on a commercial scale in accordance with Company's usual requirements and methods of operation. Additionally, Supplier acknowledges that Supplier knows the particular purpose for which the Company intends to use the Customer Products and Supplier warrants such Customer Products shall be fit and sufficient for such particular purpose. Supplier's warranties herein are available to, and are granted for the benefit of, the Company, its Affiliates and their respective successors, assigns, Customers and users of products incorporating the Customer Products.
- 17.1.7** Supplier represents that it is a professional with expertise in the constraints of the automotive, electronics or other industry for which it is contracted hereunder, particularly in terms of quality, cost, availability of materials, labor and lead times. Supplier agrees that it is knowledgeable and capable of, and shall comply with the standards and practices of such industry(ies), as practiced by Company and its Customers. Supplier, which acknowledges it is an expert in its field, shall have an obligation of results and strict liability for its design (if design responsibility has been allocated to the Supplier), its manufacturing process and its technical choices in the production and fitness of the Customer Products for the purpose for which they are intended.

Company's acceptance or validation of drawings, processes, specifications or initial samples will in no way reduce the warranty liability of the Supplier. This shall also apply to proposals, recommendations or





other cooperative actions of the Company regarding the performance of the Supplier.

- 17.2 Specific Warranty for the use of FOSS. The Supplier warrants to only use FOSS in or with a Result which is licensed as a license specified in a separate OK List Annex. The use of FOSS, which is subject to license conditions other than those specified in the separate OK list Annex or the use of any FOSS which will trigger a copyleft effect, requires the express prior written consent of the Company.

Regarding any FOSS that Supplier has used during the performance of the Contract (included in any Result or required for the use of any Result), the Supplier warrants:

- 17.2.1 that the software in the Results (including the FOSS) and their licenses (including the FOSS Licenses) are fit for the Results and for the project's purpose;
- 17.2.2 the completeness, the correctness and the accuracy of the information provided in relation to the software in the Results and their licenses (including the FOSS and FOSS Licenses) and that it has acted in compliance with the FOSS Licenses;
- 17.2.3 its compliance with the terms of any applicable license, in particular the FOSS Licenses with regard to the FOSS, including but not limited to, any requirements for the preservation of the text of the original license and of the "copyright" notices, and where applicable, for the making available to Company of the corresponding source code in accordance with the applicable license;
- 17.2.4 that the FOSS Licenses of the FOSS used in the Results do not allow or oblige Company, its Customers or its distributors to disclose authentication information, cryptographic keys and/or any other information related to the coding of any vehicle control unit;
- 17.2.5 the use of an agreeable FOSS tool for the FOSS contained in the Results to avoid the use of FOSS Licenses unauthorised by the Company and in particular Copyleft FOSS Licenses or Incompatible Licenses; and
- 17.2.6 the compatibility between them of the various FOSS used and their compatibility with the proprietary licenses contained in the Results.

- 17.3 **Warranties Cumulative.** These warranties shall be in addition to all other warranties and conditions, express, implied, statutory or otherwise, available under applicable Laws. Supplier shall release, defend, indemnify and hold the Forvia Indemnified Parties harmless from any Liabilities arising from or in connection with the breach of these warranties and, for greater certainty, no limitation on the Forvia Indemnified Parties rights or remedies in the Supplier's documents, if any, shall operate to reduce this indemnification.

- 17.4 **Warranty Indemnity.** The Supplier shall also release, defend, indemnify and hold the Forvia Indemnified Parties harmless from all Liabilities



imposed upon the Forvia Indemnified Parties related to, arising from or in connection with the acts, omissions or negligence of Supplier in respect of the Customer Products and/or the Supplier's breach of these warranties.

- 17.5 **Warranty Period.** The warranty period shall equal the greater (later) of: (i) five (5) year(s) from the later of the date of delivery of the Contractual Products or final run-off for machines, equipment, spare parts and/or Contractual Services; or (ii) any warranty period that has been agreed to by the Company and the Supplier, documented in writing and signed by the Company; or (iii) 100,000 miles on the vehicle in which the Contractual Products are incorporated; or (iv) Buyer's warranty granted to the Customer; or (v) as provided by applicable Laws.
- 17.6 **Participation.** Supplier shall, at the request of Company, actively participate at its own expense in Audits, discussions, and analyses that relate to the Customer Products and are initiated by the Company or the Customer.
- 17.7 **Warranty Renewal.** In the event that the Customer Product does not conform to the foregoing warranty, Supplier shall, at the request and at the sole option of Company, repair or replace the Contractual Products or correct or perform again the Services as soon as possible, and without prejudice to the right of Company to claim damages or to terminate the Contract. The warranty period set forth in Section 17.5 shall be extended for the period during which the Customer Products have been unavailable. If the Customer Products are repaired or replaced, then a new warranty shall run for a new period starting from the end of the repairs or the replacement.

## 18. PARTICIPATION BY THE COMPANY

- 18.1 **Supplier as Expert.** As the expert in its field, Supplier is fully responsible for all technical decisions and shall be responsible for identifying to Company any potential material issues in any specifications or technical information furnished by the Company or its Customer.
- 18.2 **Advisory Information.** Any suggestions that are given or other acts of participation by Company are to be classified as advice or recommendations and are in no way to be understood as definitive or as an instruction. Supplier shall independently check such recommendations by Company for plausibility, state of the art, technical discrepancies, substantive correctness and completeness and adopt them as its own. If Supplier implements advice or a recommendation Supplier shall remain fully responsible, unless it was expressly instructed to do so by the Company in writing (including the signatures of two employees of the Company with representative authority).
- 18.3 **Non-Reliance.** Suggestions or other acts of participation by Company shall not release Supplier from its obligation to render Defect-free Customer Products and meet all time periods and deadlines.



## 19. INSURANCE

- 19.1 **Requirements.** Supplier must purchase and maintain at its own costs and expense, a commercial general liability insurance from a financially sound and reputable insurance company in order to cover its liability toward the Company, our Customer or any third party resulting from defective Contractual Products and/or Contractual Services, product supplied as well as service provided. This insurance must include coverage for bodily injury, property damage, consequential loss as well as pure financial loss.
- 19.2 **Recall Insurance.** The insurance must include coverage for recall actions by the Supplier, or other coverage as agreed in writing by Forvia, and third parties (including the Company and/or our Customer). The Supplier shall waive its right of recourse against the Company and/or our insurance company and promises to also obtain such a waiver from its insurance company.
- 19.3 **Coverage.** The insurance must include an amount coverage of at least Twenty Million pounds sterling (£20,000,000) per occurrence and per year for bodily injury, property damage, consequential loss with a sub-limit for pure financial loss and Third and First party recall/Rip and Tear costs of at least Fifteen pounds sterling (£15,000,000).
- 19.4 **Additional Insured.** The Supplier shall have the Company named as an additional insured on its insurance policies. The Supplier shall, on the Company's request, furnish certificates or other acceptable forms of proof of insurance confirming the foregoing coverages. The receipt or review of such certificates or other forms of proof of coverage by the Company shall not relieve the Supplier from the Supplier's insurance obligations hereunder or reduce or modify such insurance obligations.
- 19.5 **Proof of Insurance.** The Supplier shall provide the Company with proof of the conclusion of the insurance contract, as well as the premium payments, immediately upon first request.
- 19.6 **No Limit on Liability.** Maintaining insurance at the limits set forth herein shall not limit the Supplier's responsibility. The amount of any compensatory damage obligations of the Supplier shall not be limited to insurance amounts.
- 19.7 **Duty to Inform.** The Supplier shall be required to inform the Company of any termination of the insurance contract, regardless of the reason for the termination, promptly within the termination notice period.
- 19.8 The Supplier shall conduct regular audits through its insurer in order to verify the compliance of its installations with local fire prevention regulations and undertakes to implement any necessary measures to mitigate risks highlighted by these audits that may impact the Company. Moreover, upon request of the Company, the Supplier shall provide the Company the reports issued following such audits.

## 20. TRANSFER OF OWNERSHIP AND RISK



## 20.1 **Transfer of Ownership.**

- 20.1.1** Ownership of the Contractual Product shall pass to the Company upon earlier of delivery or acceptance as the case may be.
- 20.1.2** If the Contracting Parties agree that ownership will only be transferred upon payment of the Price, the Supplier will transfer a share of the ownership of the Contractual Products to the Company pro rata the progression of the payment of the Price.
- 20.1.3** Even if the Supplier has to deliver several Contractual Products, the ownership of the Contractual Products will be transferred to the Company for each Contractual Product individually.
- 20.1.4** If the Supplier holds the Contractual Product in custody for the Company following transfer of ownership, the Supplier shall store such Contractual Products separately and label it clearly as the property of the Company. The Supplier shall be required to use the Contractual Products solely for the purpose of rendering additional Contractual Products and/or Contractual Services to the Company. Other use shall not be authorised.
- 20.1.5** The Supplier shall not be entitled to reserve ownership of, place liens on or otherwise encumber the Contractual Products without the express consent of the Company.
- 20.1.6** The Supplier shall ensure that no reservation of ownership exists on the part of its sub-suppliers or Subcontractors with respect to Contractual Products or portions thereof.

## 20.2 **Transfer of Risk.**

- 20.2.1** The Supplier shall bear the risk of accidental destruction or loss of the Contractual Products until it is delivered on the Company's production site/place of delivery or accepted as the case may be.
- 20.2.2** If the Contractual Product is destroyed within one (1) year after it is delivered or accepted, as the case may be, for reasons for which the Company is not responsible, the Supplier shall be obligated to perform the Contractual Products again promptly and on a priority basis pursuant to a new Purchase Order to be issued by the Company in accordance with provisions set forth in Section 4. The provisions of the Contract (including the Price) shall be applicable *mutatis mutandis* to the new Purchase Order.

## 21. **INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

### 21.1 **Background.**

- 21.1.1** Each Contracting Party shall remain the owner of its Background. Use of the Background of the other Contracting Party shall, unless otherwise regulated in Section 21.1.2, only be permissible with the prior written consent of that Contracting Party.



**21.1.2** If the Background of the Supplier is necessary for the use and further development of the Results, the Supplier shall grant the Company a Right of Use to its Background free of charge. If the Supplier cannot grant the Right of Use to its Background without the assistance of a third party, the Supplier shall reach an agreement with such third party on a Right of Use in favour of the Company, consistent with the license grant set forth in this Section 21.1.2.

**21.1.3** Unless otherwise set forth in the relevant Purchase Order, the grant by the Supplier of the Right of Use to its Background shall be deemed to be fully-paid up by the payment of the Price.

## **21.2 Results.**

**21.2.1** All Results shall belong to the Company. As the owner of the Results, the Company may, for all countries, freely use, grant Right(s) of Use, operate or transfer the Results. Use of the Results by the Supplier or third parties shall only be permissible with the prior written consent of the Company, unless otherwise regulated in Section 21.2.2.

**21.2.2** At the request of the Supplier, the Company may at its sole and exclusive option, and subject to restrictions set forth in a separate written license agreement, grant the Supplier a non-exclusive and non-transferable right to use the Results, provided, however that in no case shall Supplier be permitted to reverse engineer, decompose, make derivative works of or sublicense any of the Company's Background. Supplier shall be deemed to have transferred all ownership rights or other possessory rights to the Results, to the Company upon payment of the Price, without further action or requirement of the Company. If such a transfer is not legally permissible, shall be deemed to have granted the Company a Right of Use of such rights, which Right of Use shall be irrevocable, worldwide, perpetual, free, and exclusive to the extent legally permissible. If such transfer is of the nature that requires further action to memorialize such rights, the Supplier shall undertake any and all actions required to convey and confirm the transfer of the Right of Use incrementally as the Results come into existence.

**21.2.3** Unless otherwise set forth in the relevant Purchase Order, the transfer of the Results shall be deemed to be compensated by the payment of the Price.

**21.2.4** The Supplier will procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) arising from in any and all Industrial and Intellectual Property Rights in the Contractual Products.

## **21.3 Intellectual and/or Industrial Property Rights of Third Parties.**

**21.3.1** The Supplier shall ensure that it is not using or infringing any Industrial and Intellectual Property Rights of third parties (including the Subcontractors) within the framework of the performance of the Contract. For doing so, the Supplier evaluates the Intellectual Property infringement situation to the necessary degree and documents its



evaluation. Upon request by the Company, Supplier shall provide a copy of said documentation to the Company.

- 21.3.2** If the Supplier needs to use Industrial and Intellectual Property Rights of third parties, it shall require the prior written consent of the Company, and if authorised, it shall conclude a license agreement with said third parties which should also contain an appropriate Right of Use in favor of the Company. The Supplier shall bear any royalty payments or other remuneration that is incurred for the use of such Industrial and Intellectual Property Rights of third parties. If the Supplier is not responsible for the use of the Industrial and Intellectual Property Rights of third parties, the Contracting Parties shall jointly conclude an agreement with respect to the bearing of costs.

The Supplier warrants that the use of the Background, Results and the Customer Products by the Company do not infringe or will not infringe any Industrial and Intellectual Property Rights of any third party. The Supplier shall release, defend, indemnify, and hold the Forvia Indemnified Parties harmless against any and all Liabilities, brought by a third party on the grounds of infringement of Industrial and Intellectual Property Rights, trade secret violation or unfair competition (hereinafter "IP Claims") Company shall notify Supply promptly upon becoming aware of any IP Claim.

Supplier shall bear all costs, expenses and financial consequences resulting from an IP Claim (including any legal fees, royalty fee or license fee). At Company's sole discretion and Suppliers sole expense, Company will determine whether Supplier or Company will manage the response to any IP Claim. In the event Company manages an IP Claim, Supplier shall provide any support requested by Company.

- 21.3.3** Without prejudice to the Company's right to terminate the Contract and right to claim damages, in the event of an IP Claim, the Supplier undertakes to immediately implement at its sole expense, and at the Company's sole discretion, one of the following actions:

- a) obtain from the relevant third party a right of use for the Results and/or the Customer Products for the Company, Forvia and/or the Customer with no additional cost;
- b) replace or modify the Customer Products within a reasonable time period only to the extent necessary to cease any cause of an IP Claim, as described in Section 21.3.2.

Company or the Customer may also decide to obtain directly from the relevant third party a Right of Use for the Results and/or the Customer Products for the Company, FORVIA, and/or the Customer. Supplier shall bear all related costs in accordance with Section 21.3.2.

- 21.3.4** Promptly upon Company's request, Supplier agrees to recover at its sole expense, any of the Customer Products stored on any Forvia sites that the Company is no longer able to use.

## 22. CONFIDENTIALITY





- 22.1 **Confidential Information.** The Contracting Parties undertake to treat in a confidential manner any information of any nature whatsoever, in whatever form (including oral, written, magnetic or electronic form) in particular but not limited to any commercial and financial documents, technical details, data, Specifications, the Results, software, business plans, designs, studies, recommendations, Personal Data, Know-How and other Industrial and Intellectual Property Rights, hereinafter the Confidential Information, of which they become aware as a result of the Contract. Confidential Information shall not encompass information that:
- a) can be shown by the disclosing party to be already in the public domain, or
  - b) had become accessible to the public other than through a Contracting Party having failed in its contractual obligations, or
  - c) has been legally received from a third party without any confidentiality obligations, or
  - d) must be disclosed due to a statutory provision, a judgement or any other decision from a regulatory authority, provided, however, that the disclosing party has notified the non-disclosing party of such regulatory or judicial requirement and made best efforts to secure the confidential treatment by such authority therefor.
- 22.2 **Non-Use.** Each of the Contracting Parties undertake:
- a) not to use the Confidential Information for any other purpose than the performance of the Contract,
  - b) not to disclose or reveal in whole or in part, directly or indirectly, to any third party the Confidential Information, unless such disclosure is necessary for the performance of the Contract and has been approved by the other Contracting Party. In such a case, the Contracting Party which discloses Confidential Information shall ensure that such third party accept to be bound by the same terms and obligations as set forth herein,
  - c) not to copy or reproduce in whole or in part the Confidential Information except when necessary for the performance of the Contract.
- 22.3 **Restrictions on Tangible Items.** Drawings, models, templates, samples, and similar objects may not be provided or made available to unauthorized third parties. The reproduction of such objects shall only be permissible within the framework of operational needs and provisions of copyright law.
- 22.4 **Non-Disclosure Agreements.** Notwithstanding the provisions of Section 3, if the Contracting Parties have concluded a separate confidentiality agreement, the provisions of the confidentiality agreement shall have priority over this Section 22.

## 23. PERSONAL DATA PROTECTION

### 23.1 General Provisions.



- 23.1.1** Supplier undertakes to comply with the commitments and obligations provided for in this Section and to ensure that the terms of the Contract are respected by its Representatives, in particular by passing on commitments and obligations similar to those set out below. As such, Supplier undertakes to ensure that persons authorized to process the Personal Data are trained on Personal Data security issues and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 23.1.2** For the purpose of Sections 22 and 23, the Company concludes this Contract on its behalf, and in the name and on the behalf of the Affiliated Companies, as the case may be (where either of such Affiliated Company instead of the Company, would be the Personal Data Controller for the purpose of these Sections).
- 23.1.3** The Parties undertake to process any Personal Data in accordance with laws applicable to the data processing operations and with the Data Protection Act 2018, when applicable.
- 23.1.4** For the purposes of the Customer Products and except if the Purchase Order or the Particular Conditions state otherwise, if Company communicates Personal Data to Supplier or gives Supplier access to the Personal Data under its control, Supplier is considered a "Data processor" under the applicable regulations. In this case, Company retains full control over the Personal Data communicated to the Supplier.
- 23.1.5** It is expressly agreed that, under the contractual relationship and in the case of the processing of Personal Data, Supplier shall act exclusively on behalf of Company, on the basis of and in accordance with the stipulations of the Contract as well as any Company instructions. Supplier undertakes and warrants neither to exploit or use, make copies of nor to create files of any Personal Data contained in Company's information systems.
- 23.1.6** Each Party shall carry out all the formalities required by the processing of Personal Data.
- 23.1.7** As necessary, Company may request the execution of specific agreements relating to Data Protection matters, such as "Controller to Processor Agreements" or "Processor to Processor Agreements". Supplier undertakes to strictly follow the provisions of such specific agreements relating to Data Protection matters.
- 23.1.8** Supplier shall only provide Customer Products and/or Equipment which conform to the "Privacy by design principle" as enacted in the Data Protection Act 2018.
- 23.1.9** Supplier undertakes to cooperate in the most efficient manner with Company in order to protect and to allow the exercise of the rights of a person whose Personal Data it processes ("data subject") on behalf of Company (or Company's clients). Supplier shall immediately notify Company of any complaint received by Supplier regarding any data subject.
- 23.1.10** Supplier shall take all necessary measures to immediately address any request from the Company to allow the data subject to exercise their rights according to applicable laws on personal data protection





(Data Protection Act 2018), and EU General Data Protection Regulation n°2016/679 when applicable. Supplier shall also provide Company with all relevant information to enable the data subject to exercise their rights. Additionally, Supplier shall provide Company with all relevant information concerning the recipients of the Personal Data so that the latter is able to inform the data subject on the processing of said Personal Data and to respond to their requests. If Personal Data came from any Affiliate located in the United Kingdom, European Union or concerns EU citizens, the Supplier undertakes to:

- a) process Personal Data only inside the European Union or in third countries which do have an "adequate level" of Personal Data protection under applicable regulations; or
- b) benefit from a specific decision by a Personal Data protection authority (BCR, etc.) authorizing the Supplier to transfer Personal Data to third countries.

**23.1.11** Inform Company, at the request of the Company at any time, of the geographical locations of the processing, storage and transit of the Personal Data which have been transmitted to the Supplier.

**23.1.12** The Parties undertake to cooperate to be able to respond to the competent data protection authorities (requests, controls, audits, etc.). Supplier will provide, without delay, all relevant information to Company to meet the requirements and requests of the data protection authorities.

**23.1.13** In the event data breaches regarding Personal Data, Supplier shall notify Company within 24 hours of becoming aware of such breach.

## **23.2 Data Security/Cyber Security.**

**23.2.1** Supplier shall ensure the complete security of the processing of data transmitted by Company or that which Company provides access to (Personal Data or not), and shall protect such data against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, in particular where the processing of the data involves the transmission of the data within a network, as well as against any other form of unlawful processing or communication to unauthorized persons.

**23.2.2** Supplier shall:

- a) Ensure the security of its information systems in accordance with the "state of the art" and at least sufficient for the performance of the Customer Products and/or Equipment;
- b) Provide Company with the security policies (physical or logical) set in place and justify to the Company, on first demand, the level of competence and organizational and technological control by producing any recognized qualification, authorization or certification (ISO 27001, etc.), and in particular: technical documentation, the results of yearly risks analysis and tests of the efficiency of the security of the information;



- c) Encrypt or protect by any other dedicated and efficient means stored Personal Data;
- d) Implement and maintain appropriate technical and organizational measures and other protections for the proper security of all information, by not loading any Company Confidential Information on any laptop computers or portable electronic devices or any portable storage media that can be removed from Supplier's premises, unless such Information has been encrypted.
- e) Secure the exchange of Personal Data (encryption, authentication) with Company or with Company's clients, so that they cannot be exploited by an unauthorized third party.
- f) Implement protection of password theft or loss or unauthorized access or use of information, including implementation and enforcement of physical security measures at Supplier's premises with respect to access and maintenance of information that are at least equal to industry standards for such types of premises.

**23.2.3** Supplier undertakes to ensure that all Contractual Products and/or Equipment supplied and/or Contractual Services provided to Company, be exempt from all security breaches or a design defects enabling an attack ("Vulnerabilities") which may be detrimental to the security of Company's Personal Data or information system or the Personal Data of Customers or their information systems.

**23.2.4** As soon as a new Vulnerability in the Contractual Product and/or the Equipment supplied and/or Contractual Service provided has been identified by Supplier, its Subcontractor, any third party, or via a public information, Supplier shall immediately notify Company and cure the Vulnerability or set up any other solution for this purpose that does not affect the price, the performance, the functioning of the Contractual Product and/or the Equipment and/or the Contractual Service provided, or the security of Company's Personal Data or information system or the Personal Data of Customers or their information systems. The solution must be provided by the Supplier as soon as possible.

**23.2.5** Supplier guarantees the traceability and preservation of evidence for at least one year (unless otherwise provided by law) of the actions and the management of the proof of all its obligations regarding the security and confidentiality of Personal Data.

**23.2.6** In the event of a cyber security incident or data security breach (each, a "Cyber Security Event") that causes any actual or potential breach by Supplier of this Contract, GPC, Particular Conditions or any Purchase Order, including without limitation any delay in supplying the Contractual Products or performing the Contractual Services or access to information, Supplier shall inform Company by telephone call, and by text or email, of such cybersecurity incident, as soon as reasonably possible, but in any event within twenty-four (24) hours of Supplier discovering such Cyber Security Event. Supplier shall (i) provide Company with a summary of known information about such Cyber Security Event; (ii) implement remedial measures to remedy the effects of such Cyber Security Event; (iii) provide specific information about the Cyber Security Event in response to inquiries by Company; (iv) at



Supplier's sole expense, conduct an investigation of root causes and vulnerabilities leading to the Cyber Security Event; (v) within seven (7) days following the completion of such investigation; provide a written report to Company, including a detailed description of the Cyber Security Event; causes leading to such event; how Supplier has mitigated against future events; a timeline of the Cyber Security Event; suspected perpetrators of the Cyber Security Event; the information or access to information that may have been affected by such Cyber Security Event; and any financial impact to the Company related to such Cyber Security Event.

- 23.2.7** Supplier shall cooperate fully with Company in its investigation of the Cyber Security Event, including by promptly providing access and information requested by Company. Supplier shall fully implement all required remedial actions identified by Supplier or by Company, to stop such Cyber Security Event from continuing, or prevent a future event, not later than thirty (30) days' following the completion of Supplier's investigation of such incident, or such sooner time as is necessary to restore the security and Supplier's performance of obligations under any Purchase Order. Supplier shall provide Company with the name and contact information of one or more primary security representatives of Supplier who may be reached by Company twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- 23.2.8** If Company has suffers a loss as a result of any Cyber Security Event in connection with the payment for the Customer Products, Supplier shall only be entitled to receive payment under the Purchase Order for such Customer Products after, and to the extent of, and in proportion to, Company's completion of any and all investigations related thereto and subject to all indemnification obligations of Supplier, and all set-off rights of Company under the Purchase Order.
- 23.2.9** Supplier's information systems shall not contain any virus, malware, Trojan Horse, worm, time bomb, spyware, or other computer programming routine, device or code that could reasonably be anticipated to damage, delete, destroy, replicate, lock, disable, hold hostage, or otherwise detrimentally interfere with, surreptitiously intercept or expropriate any system. Supplier shall implement all required measures and other protections to ensure that its information systems do not contain any of the foregoing, including any backdoor or other computer programming routine, device or code that could adversely affect the security or confidentiality of Company's systems or Information.
- 23.2.9.1** Supplier shall release, defend, indemnify and hold the Forvia Indemnified Parties harmless from and against all Liabilities arising from or in connection with Supplier's or Supplier's Representative's business or information systems relating to any Cyber Security Event. No limitations of any Forvia Indemnified Party rights or remedies in any of Supplier's documents shall operate to reduce or exclude such indemnification.

### 23.3 **Personal Data Breach.**



**23.3.1** If Supplier suffers from a security incident or a Personal Data breach of Company's Personal Data (or the Personal Data of Customers), Supplier undertakes to immediately alert Forvia after becoming aware of it. Supplier undertakes to provide a 24/7 and 365 days/year contact for the management of the Personal Data breaches.

**23.3.2** Supplier undertakes to help Company, at no cost, to implement any action aimed at dealing with Personal Data breaches, including by notifying the relevant authorities and the persons concerned by those breaches. Supplier shall:

- a) Assist Company regarding any legal or regulatory formalities;
- b) Provide all the relevant information to Company to assess the extent of the Personal Data breach;
- c) Promptly specify the procedures used for the safeguard and remediation to manage these Personal Data breach, as well as their impact on the protection of the information system and data security;
- d) Cooperate and synchronize its communication with Company on these Personal Data violations to regulators, the media, Customers and/or the data subjects concerned.

#### **23.4 Personal Data Deletion.**

During the term of the Contract or upon its termination pursuant to Section 25, Supplier must, at the request of the Company, delete and/or return without delay to the Company all or part FORVIA's Personal Data or the Personal Data of Customers and delete existing copies unless, European Union or Member State law or other country law requires otherwise.

## **24. SUBCONTRACTORS.**

**24.1.1** Supplier shall only be permitted to use Subcontractors to render Customer Products or portions thereof with the prior written consent of the Company. Supplier shall be required to contractually and organizationally ensure that the Subcontractors are properly trained and comply with the provisions of the Contract.

**24.1.2** Any Subcontractor hired by the Supplier shall be compliant with Supplier's obligations related to processing of Personal Data. Supplier's contract with a Subcontractor particular, shall stipulate that all the same Data Protection obligations, standards and security policies as set forth in the Contract, including Section 23, apply.

**24.1.2.1** Supplier shall ensure that contracts with its Subcontractors clearly establish the responsibilities and obligations for the processing and security of any transmitted Personal Data.

**24.1.2.2** Supplier shall be responsible for the performance by the Subcontractor regarding the processing of Personal Data and security.

**24.1.2.3** Supplier shall maintain a list of Subcontractors processing Forvia's Personal Data or the Personal Data of Customers. This list will be updated at least once a year.



## 25. SAMPLES, PROTOTYPES, TOOLING AND SPARE PARTS

- 25.1 **Supplier Transfer.** Unless otherwise stated in a Purchase Order, Supplier shall transfer the ownership, title and risks of the Equipment that Supplier manufactures or causes to be manufactured within the framework of the Contract to the Company, which accepts said transfer of ownership, title and risks. The transfer of ownership, title and risks shall be determined in accordance with Section 20.
- 25.2 **Provided Materials and Equipment**
- 25.2.1 If Company makes Equipment available to Supplier by way of loan for the purpose of performance of the Contract, the Contracting Parties shall conclude a corresponding loan contract prior to Supplier's use of such Equipment.
- 25.2.2 If Company makes Materials and Equipment available to Supplier free of charge, such Materials and Equipment shall remain the property of Company. Supplier is obliged to examine the Material provided by the Company to detect any defects noticeable by sight without undue delay. Supplier must also perform a quantity and identification check. Any differences must be reported to the Company within one working day.
- 25.2.3 Materials and/or Equipment provided by Company ("Provided Equipment") may be used only to perform the Contract and may not be sub-loaned, made available to a third party, reproduced, copied, pledged or granted as security.
- 25.3 **Material Processing.** The processing of Materials provided by Company shall occur on behalf of the Company. If the value of the Materials provided by Company exceeds the value of the processing and – if applicable – of the other components of the newly manufactured objects, the newly manufactured objects shall become the property of Company and otherwise they shall be jointly owned by Company and Supplier in the ratio of the provided material to the value of the processing and the other components. For the avoidance of doubt, the above shall by no means restrict the obligation of Supplier to provide the Company with the unrestricted ownership, free from encumbrances whatsoever, of Customer Products.
- 25.4 **Property Marking.** At Supplier's expense, Equipment must be fitted with a plate positioned in a visible place which indicates the identification number, the name of the owner of the Equipment, in accordance with details provided by the Company, and the words "Property of FAURECIA which may not be sold, transferred, or pledged" or "Property of HELLA, depending on the FORVIA Company issued the Contract, which may not be sold, transferred, or pledged", (as determined by Company that is party to the Contract".
- 25.5 **PPAP Process.** Equipment will be approved for payment only after the successful completion and approval of the Production Part Approval Process (PPAP) sample submission by the Company and its Customer, successful audit and payment for such Equipment to the Company by





the Customer. Subject to compliance with the foregoing, payment terms for approved amounts shall be 90 days after PPAP approval and successful audit. The Company shall have the right to deduct 5% from the payment in the event the Supplier's PPAP sample submission is more than fifteen (15) calendar days late from its scheduled due date. For PPAP sample submissions submitted forty-five (45) or more calendar days after their scheduled due date, Company shall have the exclusive option to cancel any Purchase Order in whole or part, without any liability or obligation to Supplier. Approved invoices will be paid by Company after payment for such approved Equipment from the Customer, and in proportion to such payment actually received from the Customer. Invoices shall be subject to an audit of Supplier's records prior to such invoices being approved. Company shall have the right to audit the Supplier's books and records related to Equipment for a period of two years after PPAP submission by the Company to its Customer and in the event that the Company determines that any amount was not properly payable may debit the Supplier's accounts for such amounts. Supplier will cooperate in the audit and supply Company with all necessary information for the audit.

- 25.6 **Identification.** Prior to Supplier's first production shipment, Supplier must submit to the Company in writing a listing of the Identification Numbers for all Equipment (including all molds, tools, tooling, dies, jigs, fixtures, and other capital equipment), detailed descriptions and locations for each item with an Identification Number, tooling biographies and confirmation that each is properly marked as detailed above.
- 25.7 **Non-Disposal.** All Equipment, including molds, tools, tooling, dies, jigs, fixtures, and other equipment, shall not be scrapped or made available to third parties (for any purpose including but not limited to production purposes) without the prior written consent of the Company.
- 25.8 **Transfer of Equipment.** Immediately upon Company's request, all or any portion of the Company's Equipment in the possession of Supplier shall be immediately released to Company or delivered to Company by Supplier, either (a) for international shipments DDP at Company's plant (F.O.B. the Company's plant for all other shipments) properly packed and marked in accordance with the requirements of the carrier selected by Company to transport such Equipment, unless stated differently on the Purchase Order or (b) to any location designated by Company, in which event Company reimburse Supplier the reasonable and documented costs of delivering such Equipment to such location.
- 25.9 **Lien Waiver/Property Rights.** Where permitted by law, Supplier hereby waives any possession rights, lien rights, requirements for the posting of bond or other surety, or other rights that Supplier might otherwise have in any of such Equipment or other of the Company's property for work performed on such Equipment, Contractual Products or other goods manufactured with such Equipment or otherwise.
- 25.10 **Condition and Treatment of Equipment.** As the custodian of the Equipment and or Provided Materials, Supplier will protect the Equipment and/or Provided Materials against the risks of loss, theft,





damage or destruction. As a prudent and careful user, Supplier will keep the Equipment and/or Provided Materials in good working order and will be responsible for any extraordinary wear and tear or deviations in the manufacturing process. Supplier will inform Company, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment. Supplier will take out all necessary insurance to cover the replacement value of the Equipment, as well as liability insurance policies against damage that the Equipment may cause to third parties. Supplier will provide proof of insurance at least once a year during the term of the Contract.

**25.11 No Transfer of Ownership.** Performance by Supplier hereunder shall not transfer any right of ownership in, nor license to, nor permission to use, the Equipment except to the extent necessary to produce Customer Products or as otherwise agreed in writing by the Company. Company shall have the option at any time to purchase the Equipment, including any and all molds, tools, tooling, dies, jigs, fixtures, and other equipment, used in the manufacture of Contractual Products or delivery of Contractual Services for Company not already owned by the Company, at the then current book value, less any costs for repair or refurbishment.

## **25.12 Spare Parts**

### **25.12.1 Delivery Obligation**

**25.12.1.1** The Supplier agrees to supply 100% of the Spare Parts according to the terms of the Contract to the Company and its Affiliated Companies to meet their needs during serial production and after EOP -here and in the following understood as last series vehicle application of the Customer Product for a further period of 15 years.

**25.12.1.2** Without limiting the foregoing, the Supplier shall supply the Spare Parts at any time on simple request of the Company and throughout the term for the additional period during which the Customer is likely to order spare parts from the Company (e.g., 30 years for authorities).

**25.12.1.3** Supplier must actively notify Company about the end of contractual delivery obligation 12 months in advance and must offer one last delivery as all-time buy at conditions valid at time of request. Otherwise, delivery obligation is prolonged for 12 months to allow Company to agree on an all-time buy.

**25.12.1.4** Supplier needs to ensure that the obligations towards the Company referred to in this Section 25.12 will be fulfilled by their suppliers to ensure supply to the Company (e.g., 15- or 30-year supply obligation). The Supplier is liable for any commercial damage out of non-compliance with contractual obligations (such as night, and weekend shifts, charges by Customers (e.g., rental car charges of vehicles off road)). For the period after



EOP, Company may support with forecasts for planning purposes, yet, unless otherwise agreed by the Company in written, forecasts are never to be interpreted as binding.

**25.12.1.5** For 100% of Spare Parts after EOP the same contractual agreements apply as before EOP (e.g., the Supplier is expected to produce in lot size optimized production batches based on rolling releases for the following 6 months). In case of unpaired demands and paired tooling, supplier may notify Company about rolling 12 months sum unbalance requesting scrapping approval. Supplier forfeited the right to request raw material scrapping approval (if material cannot be reused) and compensation if not done on a 12-month base during project lifetime. Supplier may request compensation for overstock for the parts produced in 6-month time frame at end of product lifecycle. Minimum order quantity is smallest packaging unit of packaging approved by Company.

## **25.12.2 Price**

### **25.12.2.1 Price Validity**

25.12.2.1.1 During serial production until EOP of the Customer Product, the price for Spare Parts will be not higher than the agreed price for the Product specified in the Purchase Order, also considering commercial agreements (e.g. rebates).

25.12.2.1.2 The price for components of Products used as Spare Parts will be not higher than the Supplier's actual production or acquisition cost. In no case, however, the total price of all components of the Products will exceed the current Purchase Order price less assembly costs.

25.12.2.1.3 Supplier shall maintain the last Purchase Order price less any amortization for at least 5 years (but not less than the agreed warranty period for the Product) after EOP of the Customer Product. Potential cost increases in this period have to be agreed within the Letter of Nomination to be valid.

### **25.12.2.2. Price Changes**

If the Supplier believes a change in pricing for Spare Parts after the period acc. to Section 25.12.2.1.3 is justified (up or down), a price change request may be submitted to the Company as follows:

- The Company must be informed 9 months before the following calendar year, with earliest price validity starting 1st of January of the following calendar year.
- The Supplier's request is limited to significant and ongoing changes in component, raw material costs, or manufacturing costs.
- Supplier is obliged to provide detailed cost comparison between pre and post EOP phase with burden, selling, general and administrative expenses and profit values



being the same as for serial production. Set-up efforts must be stated separately.

- Supplier will provide actual invoices, published price changes, price change requests from Suppliers, all relevant sales information, evidence of actions taken to mitigate price increases, and other information reasonably requested by the Company (e.g., cost break downs, base figures for hourly/machine rates, set up efforts) to substantiate the requested price change. The Parties will negotiate in good faith any price change and not arbitrarily delay an agreement.
- Mutually agreed price changes will become effective after recovery of all backorders and not applied retroactively.
- The Supplier will continue to ship according to the Company's requirements under the current Purchase Order during these pricing negotiations.

### **25.12.3. Tooling**

- 25.12.3.1.** The Supplier agrees to maintain in good condition all tools and equipment necessary to produce Spare Parts, and all corresponding drawings, designs and manufacturing processes until the end of the period of time mentioned in Section 27.1.52.1.
- 25.12.3.2.** Prior EOP, Supplier must check amortization status and if own and Company provided tooling can supply entire service lifetime after EOP. Potential claims (e.g., tool repair) must be requested 6 months prior to EOP and no later.
- 25.12.3.3.** Supplier is not entitled to sell Company's drawing parts to other parties than Company and its Affiliates without explicit written approval by Company. If doing so, licensing and tooling fees apply. In case of third-party business Supplier must bear all tool related costs and the Company will not compensate any repair costs at EOP and after.
- 25.12.3.4.** All other associated costs with machines and tooling, such as maintenance, repair and re-qualification costs, are already incorporated in the piece price.

### **25.12.4. Compliance**

The Supplier has the same contractual responsibility for 100% of Spare Parts after EOP as in current series vehicle application and has responsibility for all associated expenses. Supplier will provide any most recent legal and/or material compliance documentation valid at time of the request required by the Company and the Customers to sell or import Spare Parts for any applicable market the parts are sold into and warrants compliance with all regulations.

### **25.12.5. IMDS**

The contents of the Spare Parts must be entered and maintained up to date to latest standard in IMDS also after EOP as long as the Products are offered in any market.



#### **25.12.6. Shelf-life**

Supplier must provide shelf-life information on individual labeled packaging units as well as applicable documentation and storage environment requirements in case of an all-time buy.

#### **25.12.7. Termination Survival**

25.12.7.1. Section 25.12 is applicable to future business, current business if agreed so and in case of any condition changes of past and current business (e.g., new prices).

**25.12.7.2.** Unless otherwise agreed in writing, or unless Company removes Tooling from Supplier, Supplier's obligations under this Section 25.12 shall survive termination or expiration of the Contract for any reason.

### **26. TERMINATION**

#### **26.1. Company's Termination for Convenience.**

26.1.1. Company shall be entitled to terminate this Contract or any Purchase Order, statement of work or agreement hereof, partially or entirely at any time for any reason by providing thirty (30) days advanced written notice to Supplier (including notice by e-mail).

26.1.2. Upon receipt of notice of termination, Supplier shall (a) stop work on the termination date to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work, (b) comply with Company's instructions regarding the protection, transfer and disposition of title to and possession of such work and materials. Supplier shall submit to the Company any claims relating to such termination as soon as possible, but in any event within 30 days from the effective date of such termination. Failure of Supplier to submit its claim within this time period shall be an absolute waiver of any right of compensation. Supplier hereby grants Company the right to audit and inspect the Supplier's books, records, and all other documents related to the Supplier's termination claims. Upon termination by under this Section, Company's sole and exclusive obligations shall be: (i) payment of the Purchase Order price for all finished supplies in the quantities ordered by the Company under the Purchase Order for which Supplier has not been paid; (ii) Supplier's actual cost of merchantable and useable work-in-process and raw materials incurred by Supplier under the Purchase Order, to the extent such costs are reasonable, and the parts and materials transferred to the Company under part (b) above; (iii) Supplier's actual costs, to the extent such costs are reasonable, of settling obligations to its subcontractors required under the Purchase Order, to the extent directly caused by the termination, but limited to the amount of the firm quantities of supplies and raw materials/components specified in Releases issued by the Company and then currently outstanding; (iv) Supplier's reasonable actual cost of carrying out its obligations under this Section and amounts due in connection with transition. Notwithstanding anything to the contrary herein or in any other document between the parties, Company shall have no obligation for and will not be required to pay Supplier for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Supplier fabricates or



procures in amounts exceeding those authorized in the Releases, work-in-process or parts or raw materials inventory can be returned to Supplier's vendors or subcontractors for credit or general administrative burden charges from termination of the Purchase Order or after the effective date of termination. In all cases, Company's obligation upon termination under this Section will not exceed the obligation Company would have had to the Supplier in the absence of termination. Company may, at its sole and exclusive discretion, require Supplier to manufacture and deliver up to a twenty-four (24) week bank of Contractual Products (the "Product Bank") at the pricing set forth in the applicable Purchase Order. In such case, the Product Bank shall remain subject to all of the terms set forth in this Contract.

- 26.1.3. Unless otherwise authorized in writing by Company, Supplier shall not make non-terminable commitments for materials or fabricate in advance of the time necessary to permit shipment(s) on the delivery date(s) specified in Company's Releases. Company shall in no event be liable or responsible for any such costs or amounts incurred by Supplier in breach of this provision.
- 26.1.4. Supplier shall not terminate or cancel a Purchase Order.
- 26.1.5. This Section 26 is subject always to Section 29.2.

## **26.2. Termination Upon Default.**

- 26.2.1. Company reserves the right to terminate a Purchase Order in whole or in part for default occasioned by the Supplier's threatened or actual failure to perform in accordance with the requirements of a Purchase Order (including the obligations arising under these Terms) or Release. Such termination shall be without liability to Company, except for accepted Customer Products. Supplier shall be liable for all Liabilities including but not limited to lost profits, penalties or costs imposed by Customer on Company, either in whole or in part caused by, arising from, or in connection with Supplier's default.
- 26.2.2. Company may terminate a Purchase order in whole or in part, in the event of a change in control/ownership of Supplier or the sale by the Supplier of a material part of the assets used to perform under a Purchase Order. Any such termination shall be a termination for cause and shall be without cost to Company. In such case, Supplier shall remain subject to the damages set forth in 25.2.1 the Company.
- 26.2.3. Company may immediately terminate, in whole or in part, any Purchase Order if Company determines, in its sole discretion, that Supplier has breached its obligations to perform in compliance with Company's Code of Ethics, QAA, Warranty Agreement and related policies. In such case, Supplier shall be liable for Liabilities arising from, or in connection with such default.
- 26.2.4. If Company believes Supplier may breach its obligations under this Contract or any Purchase Order or Statement of Work hereunder, Company may, but shall not be obligated to, demand adequate assurances from Supplier. In such case, Supplier shall provide, in the detail and in the form required by the Company such adequate assurances that it is capable of and will continue to perform in conformity with its obligations hereunder. Supplier shall provide such adequate assurances within five (5) calendar days following a written request by Company.



### 26.3. Termination Upon Insolvency or Bankruptcy.

Company may terminate a Purchase Order, without liability, in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against Supplier; or if Supplier fails to provide adequate written assurance of adequate performance after demand by the Company as set forth in Section 26.2.4; or if Supplier makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary course. If Company does not terminate a Purchase Order upon the occurrence of Supplier's Insolvency or Bankruptcy, Company may make such equitable adjustments to the price, payment terms and/or delivery requirements as Company deems appropriate to address the change in Supplier's circumstances, including Supplier's on-going liability to perform its obligations regarding warranty, defective Customer Products, or other requirements under a Purchase Order.

### 26.4. Termination or Suspension for Prolonged Excusable Delay or Force Majeure.

If any delay whether or not permissible in accordance with Section 27 below, lasts longer than thirty (30) days, Company may terminate the Purchase Order without liability and Supplier shall reimburse the Company for all costs associated with the termination.

### 26.5. Consequences of the Expiration or Termination of the Contract.

Provisions of the Contract that, by their nature, extend beyond the end of the Contract shall remain valid after the end of the Contract. This shall apply regardless the reason for which the Contract comes to an end.

Upon termination of the Contract for any reason and against reasonable consideration, Supplier shall immediately, upon demand by Company, deliver to the Company all inventories of raw materials and parts, work-in-process and/or finished Contractual Products and/or any related safety equipment used in the performance of the Contract and which are in its possession at the effective date of termination.

## 27. EXCUSABLE DELAY; FORCE MAJEURE

27.1. **Force Majeure.** If the performance of the Contract is prevented, delayed or suspended by reason of a Force Majeure event, Supplier shall, as soon as possible (but no more than one full business day) after the occurrence, provide written notice to the Company describing such delay, the causes thereof, remedial steps being taken to mitigate impact on Company and its Customer, the anticipated duration of the delay and the time that the delay will be cured consistent with this Section 27. Supplier's inability to perform as a result, or delays caused by, the Supplier's insolvency or lack of financial resources is deemed to be within the Supplier's control. The change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes or any labor strike or other labor disruption applicable to the Supplier or any of its Subcontractors or suppliers, will not excuse the Supplier's performance (under theories of force majeure, commercial impracticability or otherwise), and Supplier assumes these risks.

27.1.1. **Company Options.** During the delay or failure to perform by Supplier, Company may at its sole option: (a) purchase supplies from other sources





and reduce its schedules to Supplier by such quantities, without liability to Company; (b) require Supplier to deliver to Company at the Company's expense all finished goods, work in process and parts and materials produced or acquired for work under the Purchase Order; (c) have Supplier provide supplies from other sources in quantities and at a time requested by the Company and at the price set forth in the Purchase Order; or (d) Company may source the Customer Products from an alternative source and Supplier shall reimburse Company for any difference in cost in procuring such Customer Products, including but not limited to price differences, expedited shipping/freight costs or similar costs.

- 27.1.2. Supplier, at its sole cost and expense, shall use best efforts to mitigate any adverse effects or costs to Company due to any actual or potential delay, including (i) the implementation of a production contingency plan; (ii) expedited freight and shipping; (iii) sourcing through alternative locations/jurisdictions; and (iv) upon Company's express written authorization, increasing Supplier's inventory of finished goods or Contractual Products to a level sufficient to sustain deliveries during such delay. Supplier will cooperate with the Company in securing alternate supplies, providing requested information, including specifications and processes, as to the event and duration, and in any investigation into whether an event is under the Supplier's reasonable control or not.
- 27.1.3. Company may delay acceptance of delivery of the Contractual Products and/or performance of the Contractual Services by reason of an excusable delay. In such case, Supplier shall hold the Contractual Products or delay performance of the Contractual Services, at Company's direction and at no cost to Company, until the cause of the excusable delay has been removed.
- 27.1.4. Without limiting Supplier's obligations hereunder, in the event of any supply allocation, including that caused by a Force Majeure Event, Supplier shall give preference to Company for all of the Contractual Products and dedication of persons for the delivery of the Contractual Services ordered under any Purchase Order.
- 27.1.5. In addition, Supplier at its expense will take all necessary actions to ensure the supply of Customer Products to Company for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contracts. If upon Company's request, Supplier fails to provide within ten (10) days (or such shorter period as the Company requires) adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, the Company may terminate the Purchase Order without liability and the Supplier shall reimburse the Company for costs associated with the termination.

## **28. RECALL; RECALL LIABILITY**

Upon the occurrence of a Recall, if a potential cause for the Recall is determined in Company's reasonable judgment to be attributable to Supplier, Supplier will release, defend, indemnify and hold the Forvia Indemnified Parties harmless for all Liabilities, including but not limited to the costs of any services or other actions incurred to correct or to remedy any Recall. The Forvia Indemnified Party remedies under this Section shall include, but not be limited to, all Liabilities arising out of, resulting from or related to any such Recall. The term "Recall" shall mean (i) in the absence of an order



issued by any applicable governmental or regulatory agency or authority, notification by the Customer governmental or regulatory authority of such other country and to owners, purchasers, and dealers as required under applicable Law, that any motor vehicle or item of replacement equipment contains a defect related to motor vehicle safety or that such vehicle or item of replacement equipment fails to comply with an applicable Law, motor vehicle safety standard, or such other notification as may be required under any applicable Laws and/or (ii) an order by applicable governmental or regulatory agency or authority with respect to any motor vehicle or item of replacement equipment which fails to comply with an applicable motor vehicle safety standard or contains a defect which relates to motor vehicle safety, or an order by any other applicable governmental agency or authority requiring notification and remedial action on the part of the any Forvia Indemnified Party with respect to any motor vehicle or item of replacement equipment. Any decision by Company, in its sole discretion, to contest in a legal proceeding or any determination by any other applicable governmental agency or authority, with respect to a Recall order shall not waive or diminish in any manner any rights of the Forvia Indemnified Parties under the provisions of this Section. The Forvia Indemnified Party rights under this Section shall be cumulative and additional to any remedies provided by law or in equity.

## **29. LIMITATION ON REMEDIES, LIABILITIES AND DAMAGES**

- 29.1. Subject to Section 29.2, Company's entire Liability which means liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Contract, in each case howsoever caused including if caused by negligence to Supplier for any loss, liability or damage, including attorneys' fees, for any and all liabilities arising out of or related to the Customer Products, regardless of form of action, will be limited to Supplier's actual direct out-of-pocket expenses which are reasonably incurred by Supplier, and only to the extent that sufficient and acceptable documentary evidence of such damages is presented to Company. In no event will Supplier's recovery exceed the total amount of purchases by Company during the three (3) month period immediately preceding such claim. SUBJECT TO SECTION 29.2, IN NO EVENT WILL THE COMPANY OR ANY FORVIA INDEMNIFIED PARTY BE LIABLE TO THE SUPPLIER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWSOEVER ARISING OUT OF OR RELATED TO THE CUSTOMER PRODUCTS OR THE CONTRACT, REGARDLESS OF THE BASIS OF SUCH CLAIM.
- 29.2. Nothing in the Contract will operate to exclude or restrict any liability of a party for:
- 29.2.1.** death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977;
  - 29.2.2.** its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
  - 29.2.3. breach of its obligations arising under section 12 of Sale of Goods Act 1979;
  - 29.2.4.** breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982;



**29.2.5.** arising under Part 1 of the Consumer Protection Act 1987; and

**29.2.6.** any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

### 30. INDEMNIFICATION

Supplier agrees to indemnify, defend, protect and hold harmless Forvia Indemnified Parties from and against any and all Liabilities.

### 31. REMEDIES

- 31.1. **Cumulative Remedies.** The remedies provided by these GPC and at Law are cumulative and in addition to any other rights and remedies available to Company at applicable Law, in equity or otherwise. Supplier hereby waives any claims that it may have against the Company in tort, under statute or in equity, and subject to Section 29.2, confirms that Supplier's complete rights and remedies as against Company, including the right of indemnity and measure of damages in the event of Company's breach or default, are limited to those expressly conferred by or provided for in these GPC.
- 31.2. **Continued Performance.** Notwithstanding the termination of a Purchase Order, in whole or part, whether for cause or convenience, so long as during the Transition Period, as defined hereinafter, and provided that Company timely pays the pricing set forth on the Purchase Order for such Customer Products, Supplier shall have the absolute obligation to continue to provide or deliver the Customer Products in accordance with the terms of the Purchase Order for a reasonable period of time to permit Company the opportunity to procure a replacement supplier, to permit an orderly transition of the production of the Customer Products and to avoid any interruption of production at the Company's facilities or the facilities of the Customer. Such period being referred to herein as the "Transition Period." Supplier will cooperate with Company and its replacement supplier in transitioning the work to a replacement supplier.
- 31.3. **IRREPARABLE HARM.** THE PARTIES FURTHER AGREE THAT ANY BREACH OF THESE GPC OR A PURCHASE ORDER OR THREAT OF BREACH BY THE SUPPLIER THAT WOULD HAVE THE EFFECT OF INTERRUPTING PRODUCTION OF COMPANY OR THE CUSTOMER, WOULD RESULT IN IRREPARABLE HARM TO COMPANY, ITS CUSTOMERS AND THE BUSINESS AND REPUTATION OF EACH OF THEM, AND THAT MONEY DAMAGES WOULD NOT BE A SUFFICIENT REMEDY FOR ANY SUCH BREACH. THE PARTIES AGREE THAT IN SUCH EVENT COMPANY SHALL BE ENTITLED TO APPLY FOR EQUITABLE RELIEF, INCLUDING INJUNCTION AND SPECIFIC PERFORMANCE, REQUIRING FURTHER PRODUCTION OF CONTRACTUAL PRODUCTS AND/OR THE PROVISION OF CONTRACTUAL SERVICES, AS A REMEDY FOR ANY SUCH BREACH OR CLAIMED BREACH. FOR PURPOSES OF CLARITY, IN THE EVENT THAT SUPPLIER TAKES OR THREATENS TO TAKE ACTION (OR FAILS TO ACT) IN A MANNER THAT DISRUPTS OR THREATENS TO DISRUPT COMPANY'S ABILITY TO PRODUCE AND DELIVER TO ITS CUSTOMERS ON SCHEDULE, COMPANY SHALL HAVE THE RIGHT TO SEEK SPECIFIC PERFORMANCE OF A PURCHASE ORDER IN A COURT OF THE COMPANY'S CHOOSING WITHOUT APPLICATION OF PRINCIPLES OF CONFLICTS OF LAW.



- 31.4. **Legal Fees.** For purposes of clarity, in addition to any other remedy available to the Forvia Indemnified Parties, the Forvia Indemnified Parties shall be entitled to recover its costs, reasonable attorneys' fees and costs, witness and expert fees and other costs incurred in connection with any legal proceeding brought by or against any Forvia Indemnified Party.

## 32. SERVICE AND REPLACEMENT PARTS

During serial production, Supplier will sell to Company all Contractual Products necessary for it to fulfil its current model service and replacement parts requirements at the price(s) set forth in the Purchase Order issued for the production Contractual Products. If the Contractual Products are systems or modules, Supplier will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the fifteen (15)-year period after Company completes current model purchases, or such later period designated by the Customer, Supplier will sell goods and/or Contractual Products to the Company to fulfil the Company's past model service and replacement parts requirements. Unless otherwise agreed to by Company in writing, the price(s) during the first five (5) years of this period shall be the prices set forth in the final production Purchase Order. For the remainder of this period, the price(s) for Contractual Products shall be a reasonable price as agreed to by the parties in good faith.

## 33. CUSTOMER TERMS

Except to the extent of any conflict with explicit terms of a Purchase Order, Supplier shall comply with the general terms and conditions of purchasing of the Company's Customer or other agreement received by Company from Customer. Supplier shall be responsible for ascertaining the Customer's general terms and conditions that may affect Supplier's obligations hereunder. Without restricting the foregoing, Supplier shall take such steps within Supplier's control to enable the Company to meet its obligations to the Customer under the Customer's purchase orders.

- 33.1. **Customer Terms Update.** Company may, from time to time, in its sole discretion, provide Supplier with information regarding the applicable Customer Terms, but, in any event, Supplier shall remain responsible for ascertaining the Customer Terms that may affect Supplier's obligation hereunder and hereby agrees to be bound to such Customer Terms.
- 33.2. **Conflict of Terms.** If there is any conflict between the provisions of the Customer Terms and any provisions of the Purchase Order, Company shall have the sole and exclusive right to determine which terms shall govern.
- 33.3. **Customer Insolvency.** In the event that the Customer threatens or suffers an insolvency event, in the course of any proceedings relating to such insolvency event and in connection with actual or threatened termination by the Customer of its contract(s) with Company, Company permits a reduction in the prices paid by Customer for Contractual Products or Contractual Services, then the prices paid to Supplier for such Contractual Products or Contractual Services from and after the date of such reduction will be automatically adjusted proportionately by the same percentage as the price reduction granted to the Customer, and the Purchase Order(s) shall otherwise remain in effect without modification.



- 33.4. **Assignment of Accounts Payable.** In the event Customer fails to pay Company for the products incorporating the Customer Products, Company reserves the right to assign to Supplier the right to collect such amounts directly from the Customer, in whole or in part, and Supplier agrees to accept such assignment as payment for any invoices due from Company to Supplier on a dollar-for-dollar basis. In such case, Supplier shall release Company of any liens or similar obligations upon completion of such assignment.
- 33.5. **Payment Term Adjustments.** In addition to any other rights or remedies provided under this Contract or any Purchase Order, if the Customer designated Supplier as a Mandated Supplier, (i) Company will pay Supplier for the Customer Products received only after and to the extent of, and in proportion to, Company's actual receipt of payment from the Customer for those products into which the Customer Products are incorporated; (ii) any lengthening of Customer's payment terms to Company for those products into which the Customer Products are incorporated will automatically lengthen the payment terms as between Company and Supplier in proportion to the change in Customer Terms; and (iii) within three (3) days of any change in price, specifications or other terms negotiated or proposed between Supplier and Customer, Supplier shall notify Company in writing and immediately adjust its invoices to reflect any price reduction, provided that no change will be binding on Company without Company's specific written consent.

#### 34. APPLICABLE LAW - JURISDICTION

- 34.1. **Interpretation.** The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 34.2. **Negotiation.** The Contracting Parties shall endeavour to amicably resolve differences of opinion with respect to the interpretation, performance or termination of the Contract prior to bringing a complaint or initiating an arbitration proceeding.
- 34.3. **Venue.** The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations). Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

#### 35. GENERAL PROVISIONS

- 35.1. **Non-reduction of liability.** Consent by the Company shall not limit the liability of Supplier. Supplier shall be liable on an unrestricted basis for the acts and omissions of the Subcontractor.
- 35.2. **Tort Recovery.** Company's rights and Supplier's obligations under any Purchase Order shall not limit in any way whatsoever Supplier's common law tort obligations or Company's right to sue in tort in addition, or as an alternative to suing under contract principles. Supplier hereby waives the right to sue in tort in respect to any matter that is addressed, in whole or in part, by the Contractual Documents, including this Contract or any Purchase Order.





- 35.3. **Assignment of Claims.** Supplier shall not be entitled to assign claims arising from this Contract to third parties without the prior written consent of the Company. Company may not unfairly deny consent. If an extended reservation of title of a supplier of Supplier is present, consent shall be deemed to be given following separate written notice (a notice on the delivery note or on an invoice shall not suffice). If Supplier assigns its claims against Company without the necessary consent, the Company can, at its discretion, render performance to the Supplier or the relevant third party with obligation-discharging effect.
- 35.4. **Setoff and Retention.** Supplier shall only be entitled to set off any claims against Company, if such claims have been acknowledged by the Company or judicially established. This shall apply mutatis mutandis to rights of retention of Supplier. Company may deduct or set-off at any time indebtedness from any amounts due or to become due to Supplier (and/or Supplier's affiliates), with or without notice to Supplier.
- 35.5. **Relationship of the Contracting Parties.** If not explicitly agreed differently in writing, the Contract should not be interpreted as:
- 35.5.1. constituting a de facto company, a joint venture, an agency, a foundation, or any other association of any kind between the Contracting Parties; or
  - 35.5.2. constituting a joint and several liability between the Company and the Affiliates or between the Affiliates among themselves; or
  - 35.5.3. permitting to one of the Contracting Parties, towards a third party, to act or to declare itself as having the authority to act as an agent, a representative, or by any other means, to commit or to bind the other Party at any obligation; or
  - 35.5.4. constituting an exclusive engagement, profiting to the Supplier for the delivery of the Customer Products.
- 35.6. **Assignment and Transfer.**
- Company may freely assign in whole or in part this Contract, including any Purchase Order (including the Company's interest therein) to any Affiliates or to any third party, without Supplier's consent. Supplier shall not assign this Contract, including any Purchase Order or any portion thereof or any work thereunder or any interest therein, except that Supplier may, with the prior written consent of the Company, make an assignment of monies due or which may become due to the Supplier to a bank, or other financial institution: provided, however, that any such assignment shall be subject to set-off, recoupment or any other lawful means of enforcing any present or future claim or claims which Company may have against Supplier.
- 35.7. **Severability Clause.**
- Should any provision of the Contract be void, invalid, illegal, unenforceable, or in violation of any applicable laws, by virtue of a judicial decision, arbitration award, competition regulatory body's decision, or any other regulatory bodies' decision, or under any applicable laws, the provision of the Contract thus affected shall be curtailed and limited only to the extent





necessary to bring it within the requirements of the laws, and all other provisions of this Contract not affected or impaired shall remain in full force and effect.

**35.8. Dates, Working Days and Measures.** Unless otherwise regulated or agreed:

- 35.8.1. all dates shall be subject to the Gregorian calendar.
- 35.8.2. working days shall be all weekdays with the exception of Saturdays, Sundays and U.K public holidays.
- 35.8.3. for all physical quantities the International Systems of Units (SI) of the International Bureau of Weights and Measures shall apply.

**35.9. No Waiver.**

The fact that one of the Contracting Parties does not use a right arising from this Contract or by statute at any point in time or demand the use of such right by the other Contracting Party shall not constitute waiver of the use of such right. The Contracting Party shall be entitled to continue to assert such rights.

**35.10. Company's Website.**

- 35.10.1. Company's internet website (or such other website as may be directed through links on Company's website, or other supplier portal provided by Company) (the "Company Website") may contain specific additional requirements for certain items covered by the Purchase Orders, including supply chain and logistics, labelling, packaging, shipping, delivery and quality specifications, procedures, directions and/or instructions. Any such requirements shall be deemed to form part of this Contract and apply to the Purchase Order. Company may periodically update such requirements by posting revisions on Company's Website.
- 35.10.2. Company may modify the Purchase Order terms, GPC, QAA, Code of Conduct, Particular Conditions or this Contract from time to time by posting revised terms to Company's Website. Such revised terms shall apply to all Purchase Orders and Purchase Order revisions issued on or after the effective date of Company's posting of the modified terms and conditions. Supplier agrees that it is Supplier's obligation to review Company's Website periodically and waives notice of any updates to the Contract, or Purchase Order, other than as such updated terms may be posted on the Company's website.



**35.11. Proof of Origin.**

Where applicable, Supplier has to provide its long-term-supplier's declaration for Contractual Products having preferential origin as per Council Regulation (EC) No. 1207/2001 and the applicable addenda to the Company on an unsolicited basis by not later than January 15 of each year. The declaration must be valid for the respective calendar year (i.e., from January 01 – December 31 of the year). If there are any changes, Supplier shall promptly notify the Company and send a new long-term supplier declaration on an unsolicited basis.