



## General Purchasing Terms and Conditions Under German Law

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## 1. DEFINITIONS

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>Affiliated Company</b>	is any legal unit controlled by Faurecia European Company or by a successor of Faurecia European Company, 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>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 is already in existence at the time of the conclusion of the Contract and therefore, excludes results.
<b>Closed Order</b>	is a Purchase Order that contains all requisite characteristic of Contractual Products and/or Contractual Services, including delivery dates and exact delivery quantities.
<b>Company</b>	is the Affiliated Company that issues the Purchase Order.
<b>Contract</b>	is the entirety of all contractual documents that are listed in Section 3.1.
<b>Confidential Information</b>	Shall have the meaning set forth in Section 22.1 herein.
<b>Contracting Parties</b>	means collectively the Company and the Supplier; and Contracting Party means either of them, as the context infers.
<b>Contractual Products; or Products</b>	are all goods, products, equipment, tooling, components, assemblies or sub-assemblies or materials that are the subject matter of the Contract. 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 the subject matter of the Contract.
<b>Copyleft</b>	Copyleft means any Free and Open-Source 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, 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 to which the Company directly or indirectly delivers the Customer Products. If the Company was not nominated by the automobile manufacturer, the Customer is the Company that nominated the Company for the delivery of the Customer Products or engaged the Company therewith.

<b>Customer Products</b>	are the Company's products, including but not limited to the Contractual Products and/or Contractual Services.
<b>Default</b>	is constituted when the concerned Party is in breach of its contractual obligations.
<b>Defects</b>	<p>are material and legal defects. Contractual Products and/or Contractual Services have a material defect if (1) the Contractual Products and/or Contractual Services have not the agreed quality or Specifications, or (2) are not suitable for the use intended under the Contract or (3), to the extent the quality and/ or the intended use have not been explicitly or implicitly agreed upon, is not suitable for the customary use and its quality is not usual in items of the same kind. Without limiting the generality of the foregoing, delivery by the Supplier of a different kind of item or of an item of lesser value than the Contractual Products and/or Contractual Services is equivalent to a material defect.</p> <p>The Contractual Products and/or Contractual Services have a legal defect if third parties, in relation to the Contractual Products and/or Contractual Services, 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 to perform the Contractual Products and/or Contractual Services.
<b>FORVIA Group</b>	is the factual group formed by Faurecia European Company's Affiliated Companies and HELLA including its Affiliated Companies, including the Company.
<b>Faurecia European Company</b>	is an European company headquartered at 23-27, Avenue des Champs Pierreux, Nanterre, France, registered in the Commercial Register of Nanterre under number 542 005 376.
<b>Force Majeure</b>	is any event being unavoidable, unforeseeable and beyond the reasonable control of the Parties and would impair the ability of the affected Contracting Party to normally perform its contractual obligations, such as including without limitation any of the following: fire, flood, acts of God or of the public enemy, war or civil disturbances, any future laws, rules, regulations or acts of any government or any official or agency of such government. 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 of these 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 of these or individual files that have been marked as Public Domain by the legal owner are treated like FOSS within the framework of the contract. The designation as Public Domain means that the right holder have 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

**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**

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

**Industrial and Intellectual Property**

is constituted by the industrial and intellectual property of a Contracting Party or third party, including the Proprietary Rights and Know-How.

**Invoice**

is a commercial invoice that [entitles input tax deduction and] contains all the information necessary for identification and checking of the relevant delivery of the Contractual Products and/or Contractual Services.

**Know-How**

is know-how of any kind, particularly inventions, test and development reports, drawings, models, ideas, suggestions, and calculation results of a Contracting Party, which are not Proprietary Rights.

**Letter of Nomination**

is the document and its appendices whereby the Company



appoints the Supplier for the supply of Contractual Products and/or Contractual Services.

<b>Mandated Supplier</b>	Mandated Supplier is any Supplier that the Company's 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 Contractual Products and/or Contractual Services, with the exception of certain particulars, including delivery dates or exact delivery quantities, and which provides that delivery dates and exact delivery quantities are to take place within the framework of Releases, delivery schedules, purchase orders or other similar documents.
<b>Order Confirmation</b>	is a copy or separate confirmation of the Purchase Order signed by the Supplier.
<b>Particular Conditions</b>	are separate business terms and conditions, including any appendices thereto, that contain specific requirements which address special product, local market, or delivery requirements (if any), 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 relevant 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 Contractual Products and/or Contractual Services as set out in the Purchase Order.
<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, including Open Order, by means of which the Company orders Contractual Products and/or Contractual Services.
<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 Contractual Products and Contractual Services and shall be binding upon the Supplier pursuant to these GPCs. The Company may mandate additional quality requirements specific to the Products to be provided. In such case any additional requirements shall be deemed incorporated into the QAA by reference.

<b>Release</b>	is a call-off for Contractual Products and/or Services in case of Open Order
<b>Representative(s)</b>	means any employees, agents, contractors, subsidiaries, affiliates, successors and assigns authorized, or otherwise acting on behalf of a 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 the Contract within the framework of providing of the Contractual Products and/or Contractual Services.
<b>Right of Use</b>	is the right to exploit an item or a right. It encompasses the right of manufacturing, of performing further development, reproduction, dissemination, presentation, adaptation, redesign, use, and marketing. Unless otherwise expressly provided in the Contract, the Right of Use can be freely transferred and/or sub-licensed, is irrevocable, for the duration of the Industrial and Intellectual Property and valid worldwide.
<b>Specifications</b>	are the required properties for the Contractual Products and/or Contractual Services, specified by the Company, 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 Contractual Products and/or Contractual Services.
<b>Supplier</b>	is the Contracting Party that is required to provide Contractual Products and/or Contractual Services to the Company.

## 2. SCOPE OF APPLICATION

These GCP shall apply to all Purchase Orders, Letter of Nomination, Statements of Work, Particular Conditions, and all documents termed "purchase agreements" issued by the Company. The applicability of the general terms and conditions, or similar Supplier terms, of the Supplier shall be barred, even if an objection is not specifically raised against them.

## 3. CONTRACTUAL DOCUMENTS

- 3.1 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, especially General Terms and Conditions for the Use of FOSS, if applicable, (v) one or more Quality Assurance Agreement(s) or Warranty Agreement(s) issued by the Company (the "QAA"); 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 foregoing sequence.
- 3.2 The Contract constitutes the entire agreement between the Contracting Parties and supersedes all prior, express, or implied written or verbal, representations and/or agreements.



- 3.3 Any request of amendment of the Contract by a Contracting Party shall not unreasonably delay or suspend performance of the Contractual Products and/or Contractual Services. Amendments of the Contract must be in writing and must be validly signed by the Contracting Parties. This shall also apply to the amendment of this written form requirement.

#### **4. PURCHASE ORDER – FORMATION OF THE CONTRACT**

- 4.1 The Purchase Order issued by the Company may be sent by letter, email, fax, or any other electronic means determined by the Company. The Contract shall be concluded, if the Supplier dispatches an Order Confirmation to the Company by letter, email, fax, or any other electronic means determined by the Company within a period of ten (10) calendar days from dispatch of the Purchase Order. The date indicated on the Purchase Order shall be deemed to be the date of dispatch if the date of dispatch of the Purchase Order is not determinable.
- 4.2 The Company shall be entitled to revoke Purchase Orders in writing with immediate effect, without a statement of grounds at any time prior to the receipt of the Order Confirmation. Timely revocation shall not establish any claims whatsoever on the part of the Supplier for contract finalisation or compensation or compensatory damage payments.
- 4.3 If the Supplier does not dispatch an Order Confirmation and the Purchase Order has not been revoked in accordance with Section 4.2, the Contract shall, by way of deviation from Section 4.1, the first occurring expression of acceptance of a Purchase Order by Supplier shall be the earliest of: (i) the Supplier's Order Confirmation in accordance with the Sec. 4.1; (ii) Supplier's commencement of work on the Contractual Products and/or Contractual Services; (iii) performance of all or any portion of the Contractual Services for which a Purchase Order has been issued; (iv) shipment of any Contractual Products hereunder; (v) other conduct that indicates Supplier's acceptance, including but not limited Supplier's preparation for performance, each of which shall constitute acceptance of the Company's offer contained in a Purchase Order; or (vi) the Company accepts the respective Contractual Products and/or Contractual Services without reservation.

#### **5. CHANGES TO THE CONTRACTUAL PRODUCTS AND/OR CONTRACTUAL SERVICES**

- 5.1 The Company shall be entitled to request changes of the Contractual Products and/or Contractual Services from the Supplier at any time. The Supplier shall review the feasibility and the technical and commercial effects of the changes and transmit a written offer to the Company concerning implementation of the changes within reasonable time. The offer shall contain a detailed description of the effects of the changes (particularly with respect to the quality, the safety, the costs, and/or the delivery dates of the Contractual Products and/or Contractual Services) and the necessary documentation. In case the changes requested are due to quality or safety problems, the technical and commercial feasibility of such changes shall be reviewed immediately by the Supplier which shall send an offer forthwith.
- 5.2 If the Company accepts the Supplier's offer, the Contracting Parties shall undertake all necessary adjustments to the Contract in writing prior to implementation of the changes. This shall apply to the adjustment of the Specifications, the drawings, the Price, the delivery dates and/or other time periods.
- 5.3 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 either:
- reject the Supplier's offer/change and demand performance under the terms of any accepted Purchase Order or Particular Conditions;
  - engage a third party to implement the changes. In such case, the Supplier undertakes to deliver to the Company all drawings, Specifications and other documents that are necessary to the planning and implementation of the changes. If not already compensated within the framework of the Price, the Supplier may require reasonable remuneration for the use of the aforementioned documents following their delivery; or
  - terminate the Contract in whole or in part as per the provision of Section 25.





- 5.4 The Supplier may not make any change to the Contractual Products and/or Contractual Services, without prior written agreement by the Company. If the Supplier intends to make a change to the Contractual Product and/or Contractual Service, it shall notify the Company as early as possible, but not later than at least 9 (nine) months before the planned implementation of the change. The Supplier must assume all costs incurred by the Company due to these changes, e.g. 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**

The Supplier is a specialist in the supply of the Contractual Products and/or the performance of the Contractual Services (as the case may be). As such, the Supplier shall promptly transmit to the Company all necessary information, instructions, advisories, and warnings relating to the Contractual Products and/or Contractual Services, including their quality or their safety, regardless of the skills and/or Know-How of the Company. In particular, the Supplier shall:

- provide the Company with all information and instructions that are necessary for the correct storage and use of the Contractual Products and/or Contractual Services;
- ensure that the Specifications of the Contractual Products and/or Contractual Services are complete, suitable for and commensurate to the contractually agreed upon or known intended use.
- promptly inform the Company if the Contractual Products and/or Contractual Services violate legal provisions of countries in which the Customer Products are to be sold, distributed or used (this duty to inform shall not apply if the Supplier is neither aware, nor should be aware, of the countries in which the Customer Products will be/are sold or used);
- inform the Company of any quality risks or other inadequacies of which it is aware with respect to the Contractual Products and/or Contractual Services and promptly warn the Company if the Contractual Products and/or Contractual Services are defective, particularly if such Defect could endanger the safety of people or property; and
- propose measures to the Company to improve the quality and reduce the costs of the Contractual Products and/or Contractual Services.

## **7. ACCREDITATION - LICENCE - PERMIT & AUTHORISATION**

- 7.1 If required, the Supplier must be accredited, licenced, permitted and/or authorised by the governmental authorities or organizations listed in the Contract and shall take all necessary steps to maintain the accreditation, licence, permit and/or authorisation during the term of the Contract. The accreditation, licence, permit and/or authorisation must be provided by an independent organization authorized to do so and must include the Contractual Products and/or Contractual Services. The Supplier has to promptly inform the Company of any potential or actual change of its accreditation, licence, permit and/or authorisation status and the steps that have been taken in that regard.
- 7.2 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, licence, permit and/or authorisation mentioned in Section 7.1.

## **8. QUALITY ASSURANCE**

- 8.1 By concluding the Contract in accordance with the Sec. 4, the Supplier accepts the Company's quality management system, especially Quality Management- Guidelines for Suppliers or/and Logistics Guideline for Supplier and the Company's Quality Assurance Agreement (QAA) or Warranty Agreement, which has been communicated to the Supplier which may be amended by the Company from time to time. Supplier acknowledges and agrees that it has access to the QAA and to the Company's quality management systems,



and the terms of the QAA. Supplier agrees and warrants it shall strictly comply with the terms and conditions specified therein.

- 8.2 The Supplier shall provide the Contractual Products and/or Contractual Services in conformity with the quality procedure specified in the Contract. The Supplier shall deliver copies of all certificates relating to the Contractual Products and/or Contractual Services and the safety thereof to the Company.

## **9. STATUTES, REGULATIONS AND POLICIES**

### **9.1 Compliance with Laws**

The Supplier shall:

- comply with all applicable statutes, international conventions and regulations, including those in the areas of labour, health, safety, and the environment to the extent that the Supplier has to carry out works within the premises of the Company, comply with all of the internal instructions and the safety, health, and environmental provisions in effect at the Company's premises and, if necessary, obtain all necessary permits;
- comply with the provisions of the Convention of the United Nations on the Rights of the Child dated November 20th, 1989, which prohibit child labour;
- not use forced labour in any way as in Section 1 of the International Labour Organization Convention on the Abolition of Forced Labour dated June 25th, 1957; and comply with all requirements and demands of the Company with respect to ethics, social standards and Human Rights, and environmental sustainability, whether these obligations have been requested by the Company, by the Customer or agreed between the Company and the Customer.

### **9.2 Site Health, Safety and Environmental Policies.**

Supplier and its personnel performing any 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 at least Company's or Customer's minimum requirements for the site for such PPE. 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. Suppliers and their employees agree that FORVIA shall not in any event be liable for the adequacy of the health safety or environmental measures FORVIA has taken. FORVIA cannot and does not warrant or guarantee that health, safety or environmental measures will protect individuals from injury or death and has based its actions on regulatory requirements. FORVIA reserves the right to modify or add health, safety and environmental measures at each site at any time.

### **9.3 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 Contractual Product and / or a Contractual Service purchased by the Company, the Supplier shall: (a) pay to the Company, as compensation of damages, 15% of the net invoice amount of the volume of the Contractual Products and / or Contractual Services 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) produce 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 based on respective evidence.



## 9.4 Compliance / Code of Ethics/ Conduct

9.4.1 In case the Company is A Faurecia Company, to the extent legally permissible, the Supplier also promises to comply with the so-called "Faurecia Code of Ethics" and "Faurecia Code of Conduct" and agrees to comply therewith in the contractual relationships with its own suppliers, subcontractors, and service providers. The Faurecia Code of Ethics has been received by the Supplier and is also available at the URL address below:

<https://www.faurecia.com/sites/groupe/files/pages/FAU-C-LSG-2400%20Code%20Of%20Ethics.pdf>

In case the Company is A HELLA Company, to the extent legally permissible, the Supplier also promises to comply with the so-called "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 the URL address below:

[https://www.hella.com/hella.com/assets/media\\_global/Suppliers\\_Code\\_of\\_Conduct\\_English.pdf#:~:text=The%20HELLA%20Supplier%20Code%20of%20Conduct%20defines%20HELLA%27s\\_event%20that%20other%20regulations%20or%20laws%20impose%20more](https://www.hella.com/hella.com/assets/media_global/Suppliers_Code_of_Conduct_English.pdf#:~:text=The%20HELLA%20Supplier%20Code%20of%20Conduct%20defines%20HELLA%27s_event%20that%20other%20regulations%20or%20laws%20impose%20more)

Should the Supplier consider that a FORVIA Group employee has not acted in line with the ethical standards of the Faurecia Code of Ethics, the Supplier shall inform the Company thereof.

### 9.4.2 Anti-Corruption / Anti-Bribery

The Supplier warrants to always comply with all applicable anti-corruption laws, conventions or regulations, including, inter alia, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 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 Group.

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, 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 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, and without prejudice to any other rights and/or remedies which the Company have at law.

The Supplier shall release, defend, indemnify and hold the Company and its affiliated Companies harmless from and against any and all liabilities suffered or incurred in any jurisdiction by the Company or its affiliated Companies (including, inter alia, legal or other professional fees), caused by, arising from or related to (i) any failure by Supplier to comply with anti-corruption laws, regulations, orders or similar mandates; and/or (ii) Supplier's non-compliance with or breach of this Section 9.4.

## 9.5 Corporate and Environmental Responsibility

### 9.5.1. Corporate Responsibility

Upon request, the Supplier complete the Corporate Social Responsibility Assessment using the internet platform provided by FORVIA Group.



### 9.5.2. Environmental Responsibility

9.5.2.1 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.

9.5.2.2 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. In particular, it 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 Contractual Products and/or Contractual Services 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.

9.5.2.3 Supplier is responsible for registration and where necessary, authorization or notification of chemical substances contained in Contractual Products or Contractual Services in accordance with the statutory requirements that apply to the concerned market (e.g. according to Regulation (EC) No. 1907/2006 (REACH), EU). If a chemical substance being imported falls within the area of applicability of a relevant law, Supplier assumes responsibility for all obligations named above and all associated expenses.

9.5.2.4 Supplier must declare to the Company all SVHC-substances (Substances of Very High Concern) within the Contractual Product (including packaging) and Contractual Services, which are in a concentration bigger than 0.1 % percent by weight included. SVHC-substances are in an EU publication list which is subject to change. The Supplier is responsible for monitoring this list and adjusting its disclosure accordingly.

The Supplier is requested not to use SVHC in Contractual Products and/or Contractual Services and especially mixtures delivered to the Company.

9.5.2.5 Supplier shall ensure that all its subcontractors are contractually bound to comply with the terms of this Clause 9.5.2

### 9.5.3 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.

### 9.6 Records

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 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.

## 9.7 Export Control

The Supplier shall comply with United States and European trade controls and sanctions laws and regulations, as well as the trade controls and sanctions of any other jurisdictions in which the Supplier operates.

Before providing the Supplier must inform the Company if the products, services or technical information provided under the Contract are affected by such a trade control, sanction law or regulation.

The Supplier agrees that it will not export, re-export, divert or transfer, directly or indirectly, any product, samples, Provided Materials or technical information acquired from the Company, if any, under the Contract to a location or in a manner that at the time of such export, re-export, divesture, or transfer requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable law.

The Supplier will, upon Company's written request, provide export classification information for the products, services or technical information provided under the Contract.

The Company and the Supplier, each reserves the right to suspend or terminate performance of the Contract to the extent it reasonably concludes that performance of its obligations hereunder would cause it to violate U.S., European Union or other applicable trade controls and sanctions laws.

The Supplier confirms that it is not subject to restrictions under any U.S. or European Union restricted end user list, and is not 50% or more, directly or indirectly, owned or controlled by any individuals or entities identified on such lists. The Supplier will immediately notify the Company should it become subject to any such restrictions.

## 9.8 Liability

The 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 Sections 9.1, 9.2, 9.4 and 9.6. The Supplier shall be required to indemnify (including legal fees) and hold the Company harmless from all claims by third parties in relation thereto.

## 10. SUPPLIER'S PERSONNEL

- 10.1 The 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.
- 10.2 With regard to the agents used by the supplier, supplier ensures to comply with all statutory laws and, as far as applicable, tariff agreements regarding minimum working conditions and wages. Supplier shall pay to its entitled employees the minimum wage according to the German Act on Minimum Wages (Mindestlohngesetz = MiLoG), shall comply with the reporting and storage obligations stipulated there and shall document the working time of its employees, as far as this is necessary for the control of its compliance with MiLoG. As far as Supplier uses – after prior approval of the Company - Subcontractors or leases employees for the fulfilment of the contractual obligations, it shall obtain the written declaration of the Subcontractors respectively the lender, prior to letting them render services, that also the Subcontractor/the lender complies with the obligations stipulated in the MiLoG, as summarized in this paragraph. This obligation shall be passed on by SUPPLIER to the same extent to respective Subcontractors or lenders, that shall themselves obtain corresponding declarations of possible own Subcontractors or lenders.



- 10.3 Upon request, SUPPLIER shall provide to the Company the written declarations of respective SUBCONTRACTORS and lenders as well as their subcontractors and lenders within seven (7) calendar days. SUPPLIER shall hold harmless the Company from all financial claims according to Sec. 13 MiLoG in connection with Sec. 14 German Posted Workers Act (Arbeitnehmerentsendegesetz = AEntG) resulting from a violation of this agreements or rather a violation of the MiLoG itself. In this respect it is not of relevance if such violation had been caused by Supplier itself, a Subcontractor or lender assigned by Supplier or one of their subcontractors or lenders.
- 10.4 Should Supplier culpably violate other obligations from Subsections 10.2 to 10.4, it shall hold harmless the Company from all financial obligations and damages (such as administrative fines, penalties, damage claims etc.), to the extent permitted by law. The Contracting Parties agree that the fact that a contractual relationship comes into existence between the Company and an employee of Supplier according to Sec. 10 Para. 1 Sent. 1 German Employee Lending Act (Arbeitnehmerüberlassungsgesetz = AÜG) shall constitute damage, as far as the Company cannot engage the respective employee in an economically useful way. In this case, especially the remuneration to be paid by the Company to the respective employee shall be compensated.



## 11. AUDITS

- 11.1 The Company shall be entitled to conduct Audits on the Supplier's premises at any time during Supplier's normal working hours upon reasonable advance notification. Within the framework of the Audits, the Company shall be permitted, among other things, to check the quality assurance measures, the sustainability assurance measures, the Personal Data protection measures and Contractual Products before they are delivered.
- 11.2 In general, advance notification shall be deemed to be reasonable if it is made five (5) calendar days prior to the performance of the Audit. The Audits should not unnecessarily impede the Supplier's operational processes.
- 11.3 The Supplier declares its willingness to comprehensively cooperate with and assist the Auditor. In particular, the Supplier shall grant the Auditor access to the production facilities and other premises and provide the requested documents and information. The Auditor shall also be entitled to take Contractual Products with him for documentation purposes to control the compliance of the samples with the quality requirements of the Contract.
- 11.4 If the Audit reveals that the Supplier is not in compliance with the agreed upon quality standards, sustainability standards, or Personal Data security requirements, the Supplier shall promptly take all necessary and reasonable measures to achieve said quality standards or requirements. In particular, the Supplier shall implement the measures agreed upon during the Audit within the agreed upon time periods.
- 11.5 If Audits are conducted as a result of problems that relate to the performance of the Contractual Products and/or Contractual Services (quality problems, delivery difficulties, sustainability standards deviations, Personal Data breaches, etc.) and for which the Company is not responsible, the Supplier shall be required to reimburse the 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 invoice.
- 11.6 By way of clarification: any rights of the Company, particularly warranty and damage claims or right to terminate the Contract, shall not be affected by the conduct of an Audit or measures taken during or as a consequence of an Audit. In particular, the Supplier shall be required to independently review all measures and conduct them autonomously. The Company shall assist the Supplier within the framework of Audits solely with respect to compliance with the Supplier's contractual duties. If the Supplier desires additional information or assistance, an express consulting contract must be concluded with the Company.

## 12. PRODUCTION FLEXIBILITY

- 12.1 Quantities that may be indicated in an Open Order are given for information purposes only and do not represent a commitment of the Company. The actual quantities shall be specified by Releases.
- 12.2 Should the Customer impose an increase in vehicle production for which the Contractual Products and/or Contractual Services are required, the Supplier agrees to fulfil, further to the terms of the Contract, any additional requirements of Contractual Products and/or Contractual Services by the Company, at the agreed Price for the Order and without any extra payment.
- 12.3 Should the Customer impose a reduction or stoppage of vehicle production for which the Contractual Products and/or Contractual Services are required, the Company shall have the right, without any liability whatsoever:
  - with respect to production reduction, to adjust the quantities ordered from the Supplier accordingly, without additional cost; and
  - with respect to stoppage of production, to terminate the Contract following a prior notification and in accordance with the provisions of Section 25.3.



12.4 The Supplier shall organize its production in such a way as to permit the Supplier to respond to the circumstances described in this Section 12. Each of the Parties shall bear its own costs resulting from such circumstances.

### 13. DELIVERY

#### 13.1 Delivery Terms

13.1.1 Unless otherwise designated in the Purchase Order or Contract, delivery of the Contractual Products shall be made "**FCA [designated location in country of the Supplier] resp. DAP [designated location in country of the Company]**" (as that term is defined in Incoterms 2020 Edition).

13.1.2 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.

#### 13.2 Packaging

13.2.1 The 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.

13.2.2 The packaging and labelling must be in conformity with the applicable law and the provisions contained in the Purchase Order.

#### 13.3 Timing

13.3.1 The date(s) or deadlines for the performance of the Contractual Services and/ or delivery of the Contractual Products are of the essence to the Company. The Supplier is aware that substantial damage can arise if the Contractual Products and/or Contractual Services are not delivered or performed within these date(s) or deadlines.

13.3.2 Performance or delivery of the Contractual Products and/or Contractual Services in advance of the above dates and deadlines shall require the prior written approval of the Company.

13.3.3 The Supplier shall maintain reasonable backup processes and emergency plans ready for all Open Orders, in order to ensure the rendering of Contractual Products and/or Contractual Services 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 CONTRACTUAL PRODUCTS AND/OR CONTRACTUAL SERVICES**

- 14.1 Following delivery, the Company shall check the Contractual Products with respect to type, quantity, and obvious damage and promptly notify the Supplier of any Defects detected. Such notification sent within five (5) business days from delivery shall always be deemed to be made on time without regard to the individual case. In addition, the Company shall examine the Contractual Products within the framework of the ordinary production processes and give notice of any Defects promptly after they become known. Additional requirements regarding the incoming goods inspection set forth in provisions of any applicable legal system or the United Nations Convention on the International Sale of Goods shall not be applicable.
- 14.2 If the Supplier repeatedly renders Contractual Products under an Open Order, the Company shall be entitled to reject defective Contractual Products. In such case, the Supplier shall pick up the rejected Contractual Products at its own expense within eight (8) calendar days of receipt of notification of rejection. Following the expiration of this time period, the Company shall be entitled to send the rejected Contractual Products to the Supplier at the Supplier's expense and risk.
- 14.3 The Particular Conditions / Purchase Orders may contain additional acceptance processes.

## **15. SPECIFIC REMEDIES FOR DELAY**

- 15.1 The Supplier expressly acknowledges and agrees that if the Supplier is in Default with respect to the timing of delivery of the Contractual Products and/or Contractual Services conforming with the present Contract, the Company may request, after the Supplier has been able to explain the reasons of the Default, a penalty 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 Contractual Products and/or Contractual Services per completed working day, but not more than a total of ten (10) percent of the net Price of the delayed Contractual Products and/or Contractual Services. As being an incentive only, these penalties shall not affect any of the Company's other rights to claim damages and/or terminate totally or partially the Contract and/or the relevant Purchase Order and to receive compensation instead of performance of the delivery.
- 15.2 If the Company accepts delivery or performance of the delayed Contractual Products and/or Contractual Services, the Company may request, and the Supplier shall perform the payment of the penalty before the full payment of the Price.

## **16. PRICE, INVOICING AND PAYMENT TERMS**

### **16.1 General provisions**

16.1.1 The Company shall pay the Price set forth in the Contract.

16.1.2 The Price shall constitute lump-sum remuneration for the Contractual Products and/or Contractual Services and shall cover all costs of the Supplier associated with the rendering of the Contractual Products and/or Contractual Services, 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 Contractual Products and/or Contractual Services in whole or in part, the 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, the 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.

For this reason and subject to the provisions hereinafter, the Price shall be fixed and final. The Supplier shall not be authorised to 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, or the Contract being terminated.

### **16.2 Duties and taxes**

Prices are net of applicable taxes and customs duties. Duties and taxes shall be added by the Supplier to its invoices in accordance with all applicable laws.



### 16.3 Invoicing

All Invoices:

- must relate to a specific Purchase Order (the number of the Purchase Order has to be inserted);
- must will be issued at the earliest at the date when the Contractual Products and/or Contractual Services have been delivered or performed;
- must contain all information that is necessary in order to identify and check the Contractual Products and/or Contractual Services (including the Purchase Order number);
- must contain all information related to the payment terms; and
- must be sent in duplicate to the address named in the Purchase Order and are not attached to documents delivered together with the Contractual Products.

The Company shall be entitled to reject, return, and not pay Invoices that do not conform to the foregoing requirements without the Supplier's right to charge interest, pending the clarification and submission of the corrected Invoice. Should the Invoice issued by the Supplier prove to be invalid for formal, legal and/or material reasons, the Supplier shall compensate the Company for the damage resulting from the assessment of the tax liability as well as any sanctions and interest imposed on the Company by the tax authority. Any banking costs arising outside the Company's bank shall be borne by the Supplier.

### 16.4 Payment terms and conditions

The Contracting Parties will agree upon the payment terms in the Contract / Purchase Order. Subject to any legal provision in force, Price shall be due and payable and paid by the Company within sixty (60) days following the date on which the Invoice has been receipt by the Company.

### 16.5 Set-off

The Company shall be entitled to set-off the Price or any accounts payable by the Company against any counterclaim against the Supplier.

## 17. WARRANTY

17.1 Unless otherwise designated in the Purchase Order or the Letter of Nomination, the limitations period for Defect claims shall be fifty-four (54) months from delivery or acceptance of the respective Contractual Products and/or Contractual Services. In the event of an extension of the contractual warranty given by the Company to the Customer, Supplier undertakes to grant the same corresponding extension to the Company. Notwithstanding the foregoing, the Contractual Products and/or Contractual Services shall be subject to all warranties, express or implied, provided by applicable law.

17.2 The 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, labour, and lead times. The Supplier agrees that it is knowledgeable and capable of, and shall, in general, comply with the standards and practices of such industry(ies), as practiced by the 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 Contractual Products or Contractual Services for the purpose for which they are intended.

The 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.



### 17.3 The Supplier warrants:

- that all of the Contractual Products and/or Contractual Services, including Equipment and any special tools, dies, jigs, fixtures, patterns, raw materials and machinery obtained by the Supplier at the Company's expense and/or which are to become the property of the Company under a Purchase Order, shall conform to and fulfil all drawings, specifications, validations, samples and other descriptions furnished, specified or adopted by the Company, hereinafter the foregoing being the "Specifications," shall be merchantable, free from any apparent or hidden defects in design (to the extent designed by the Supplier), material and workmanship, legal and free of all liens, claims and encumbrances whatsoever;
- that the Contractual Products and/or Contractual Services is suitable for the agreed upon intended use (including, in the case that the Supplier is participating in the design of the Contractual Products, the performance in the component, system, subsystem and vehicle location specified by the Company and the environment in which the Contractual Products and/or Contractual Services 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;
- that the Contractual Products and/or Contractual Services 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;
- that the Contractual Products and/or Contractual Services are rendered in conformity with the initial sample, unless otherwise designated in the Purchase Order or the aforementioned documents; and
- that the Company shall receive good title to the Contractual Product free and clear of all liens and encumbrances.

17.4 The Supplier shall, at the request of the Company, actively participate at its own expense in Audits, discussions, and analyses that relate to the Contractual Products and/or Contractual Services and are initiated by the Company or the Customer.

### 17.5 Remedies

17.5.1 In the event that the Contractual Products and/or Contractual Services do not conform to the foregoing warranties, the Supplier shall, at the request and at the sole option of the Company, repair or replace the Contractual Products or correct or perform again the Contractual Services as soon as possible, and without prejudice to the right of the Company's to claim for potential damages or to terminate the Contract.

17.5.2 Should a defect only be discovered after further processing of the Contractual Products and/or Contractual Services, the Supplier shall be obliged to bear all the costs in connection with the exchange or rectification of defective Products and/or Services, in particular the costs of inspection, transportation, labor and material, regardless of whether these costs are incurred at the Supplier, at Company or at third parties. These costs shall also include all costs of any exchange or repair of products into which Company has fitted defective Products and/or Services.

17.5.3 The warranty period set forth in Section 17.1 shall be extended for the period during which the Contractual Products and/or Contractual Services have been unavailable. If the Contractual Products and/or Contractual Services are repaired or replaced, then a new warranty shall run for a new period starting from the end of the repairs or the replacement.

17.5.4 Should the defective delivery result in increased costs for the Company in meeting its own delivery deadlines (for instance costs of sorting out defective Products, increased inspection effort and costs in manufacturing, etc.), these costs shall be borne by the Supplier.



17.5.5 The Company shall be entitled to return defective Contractual Products at the cost of the Supplier or, after previous agreement with the Supplier, to sort out the defective Contractual Products and, if necessary, scrap them at the cost of the Supplier.

17.5.6 Should a recurrent failure make it necessary to replace a whole series of Products or Company' products into which the Contractual Products have been assembled, for instance because an analysis of defects in each individual case is not economical, not possible or not reasonable, the Supplier must also bear the above-mentioned costs also to the part of the affected series that does not show any technical defects.

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

- 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;
  - 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;
- Results.
- 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 the Company of the corresponding source code in accordance with the applicable license;
  - that the FOSS Licenses of the FOSS used in the Results do not allow or oblige the 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;
  - 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 Copyleft FOSS Licenses or Incompatible Licenses; and
- the compatibility between them of the various FOSS used and their compatibility with the proprietary licenses contained in the Results.

### 18. SUPPLIER'S LIABILITY AND PARTICIPATION BY THE COMPANY

- 18.1 The Supplier shall be liable for any damage to the Company, direct or indirect, physical, material or immaterial, consequential or not, caused by the Supplier and/or any of its Subcontractors, as well as for any third-party losses (including losses incurred by the Customer) with respect to the Contractual Products and/or Contractual Services and/or the performance of the Contract. The Supplier agrees to indemnify, and hold harmless the Company, subject to and in proportion to its liability, for any and all consequences arising out of such damage or loss, including but not limited to all additional costs invoiced by the Customer to the Company. The Supplier agrees to indemnify, defend and hold harmless the Company or any entity of FORVIA Group, for all costs related to recall campaign, corrective service action or crisis countermeasures initiated by the Company, any entity of FORVIA Group or the Customer which relate to the Contractual Products and/or Contractual Service.
- 18.2 As the expert in its field, the Supplier shall be fully responsible for all technical decisions, regardless of the level of assistance provided by the Company in the performance of the Contract.
- 18.3 The acceptance by the Company of the initial samples does not release the Supplier from liability for defect, damage or loss, and does not imply acceptance of the Contractual



Products and/or Contractual Services delivered and/or to be delivered. Acceptance by the Company of the Contractual Products and/or Contractual Services does not release the Supplier from liability for any hidden or concealed Defect regardless of when discovered, this notwithstanding the transfer of ownership and risks.

- 18.4 Any suggestions that are given or other acts of participation are to be classified as advice or recommendations and are in no way to be understood as definitive or as an instruction. The Supplier shall independently check such recommendations by the Company for plausibility, state of the art, technical discrepancies, substantive correctness, and completeness and adopt them as its own. If the Supplier implements advice or a recommendation although its own review result was negative, the Supplier shall remain fully responsible, unless it was instructed to do so by the Company in writing (including the signatures of two employees of the Company with representative authority).
- 18.5 Suggestions or other acts of participation by the Company shall not release the Supplier from its obligation to render Defect-free Contractual Products and meet all time periods and deadlines.

## **19. INSURANCE**

- 19.1 The 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, the 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 The insurance must include coverage for recall actions by the Supplier and third parties (including the Company and/or the Customer). The Supplier shall waive its right of recourse against the Company and/or the Company's insurance company and undertakes to also obtain such a waiver from its insurance company.
- 19.3 The insurance must include an amount coverage of at least Twenty Million Euros (20,000,000,00 euros) 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 Million Euros (15,000,000 euros).
- 19.4 The Supplier undertakes to provide the Company with proof of the conclusion of the insurance contract, as well as the premium payments, upon first request.
- 19.5 Keeping the insurance available shall not limit the Supplier's responsibility. This shall also apply to the amount of any compensatory damage obligations of the Supplier.
- 19.6 The Supplier shall be required to inform the Company of the termination of the insurance contract, regardless of the reason for the termination, promptly within the termination notice period.

## **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 delivery or acceptance.
- 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 shall 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 Contractual Products without the express consent of the Company. The Company may only deny consent for good reason.
- 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 Delivery of the Contractual Product shall be made FCA to the place stated in the Purchase Order (**Delivery Location**). The Supplier shall bear the risk of accidental destruction or loss of the Contractual Products until they are delivered to the Company's Delivery Location.
- 20.2.2 If the Contractual Product is destroyed within one (1) year after it is delivered or accepted 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 and/or Contractual Products and Contractual Services, 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.
- 21.1.3 Unless otherwise set forth in the relevant Purchase Order, the grant by the Supplier of the Rights of Use to its Background shall be compensated 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.
- 21.2.2 If necessary and legally permissible, the Supplier shall be required to transfer all ownership rights or other Proprietary Rights to the Results, to the Company or, if a transfer is not legally permissible, grant the Company a Right of Use of such rights, irrevocable which shall be exclusive to the extent possible. The Supplier shall undertake 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 compensated by the payment of the Price.

### 21.3 **Intellectual and/or Industrial Property Rights of third parties**



- 21.3.1 The Supplier shall ensure that it is not using any Intellectual and/or Industrial Property Rights of third parties (including the Subcontractors) within the framework of the performance of the Contract.
- 21.3.2 If the Supplier needs to use Intellectual and Industrial 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 Rights of Use in favour of the Company. The Supplier shall bear any royalty payments or other remuneration that is incurred for the use of such Intellectual and Industrial Property Rights of third parties.

The Supplier warrants that the use of the Background, Results, and the Contractual Products and/or Contractual Services by the Company does not infringe or will not infringe any Intellectual and Industrial Property of any third party. The Supplier shall release, defend, indemnify and hold the Company and FORVIA Group and the Customer harmless against any judicial or extrajudicial claims brought by a third party on the grounds of infringement of Intellectual and Industrial Property Rights or trade secret violation and unfair competition (hereafter "**IP Claims**"). The Company shall notify the Supplier forthwith upon being aware of an IP Claim, and conversely.

The Supplier shall bear all costs, expenses and financial consequences resulting from an IP Claim (including without being limited to legal fees, royalty and license fees, indemnities). At the Company's sole discretion and at the Supplier's sole expense, the Company will decide whether the Supplier or the Company will handle the IP Claim and the Supplier shall provide any support requested by the Company.

- 21.3.3 Without prejudice to the Company's right to terminate the Contract and right to claim damages, in case of IP rights infringement, the Supplier undertakes to immediately implement at its sole expense, and at the Company's request and sole discretion, one of the following actions:
- obtain from the relevant third party a Right of Use for the Results and/or the Contractual Products and/or Contractual Services for the Company, FORVIA Group and/or the Customer with no additional cost; or
  - replace or modify the Contractual Products and/or Contractual Services within a reasonable time only to the extent necessary to cease any infringement of the third party's Intellectual and Industrial Property Rights or violation of trade secret, as described in Section 21.3.2.

The 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 Contractual Products and/or Contractual Services for the Company, FORVIA Group and/or the Customer. In such case, the Supplier undertakes to bear all costs, expenses and financial consequences resulting from this agreement with the third party (including without being limited to legal fees, royalty and license fees, indemnities).

- 21.3.4 Promptly upon the Company's request, the Supplier agrees to recover at its sole expense, any of the Contractual Products and/or Contractual Services stored on any of our sites that the Company is no longer able to use.

## 22 CONFIDENTIALITY

- 22.1 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 Intellectual and/or Industrial Property Rights, (herein after the **Confidential Information**) of which they become aware as a result of the Contract. Confidential Information shall not encompass information that:
- was already in the public domain, or



- had become accessible to the public other than through the Contracting Parties having failed in their contractual obligations, or
- has been legally received from a third party who was completely at liberty to disclose, or
- has to be disclosed by of a statutory provision, a judgement or any other decision from a regulatory authority.

#### 22.2 Each of the Contracting Parties undertake:

- not to use the Confidential Information for any other purpose than the performance of the Contract;
- 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 Party. In such a case, the Contracting Party which discloses Confidential Information shall ensure that such third party agrees to be bound by the same terms and obligations as set forth herein; and
- not to copy or reproduce in whole or in part the Confidential Information except when necessary for the performance of the Contract.

22.3 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 Notwithstanding the provisions of Section 22, 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 The Supplier undertakes to comply with the commitments and obligations provided for in this Section in particular by passing on commitments and obligations similar to those set out below. As such, the Supplier undertakes to ensure that persons authorized to process Personal Data are trained on Personal Data compliance and 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 23 and 24, 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 "EU General Data Protection Regulation" n°2016/679 when applicable.
- 23.1.4 For the purposes of the Contractual Products and/or Contractual Services and except if the Purchase Order or the Particular Conditions state otherwise, if the Company communicates Personal Data to the Supplier or gives the Supplier access to the Personal Data under its control, the Supplier should be considered as a "**Data processor**" under the applicable regulations. In this case, the 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, the Supplier shall act on behalf of the Company, on the basis of and in accordance with the stipulations of these Contract as well as the instructions of the Company. As such, the Supplier undertakes and warrants not to exploit or use, not to make copies nor to create files of the Personal Data contained in the information systems of the Company for its own needs or for the account of third parties.





- 23.1.6 Each Party shall ensure to comply with 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 any eventual “**Controller to Processor Agreements**” or “**Processor to Processor Agreements**”. The Supplier undertakes to strictly follow the provisions of such specific agreements relating to Data Protection matters.
- 23.1.8 The Supplier shall only provide Contractual Products and/or Contractual Services and/or Equipment which conform to the “Privacy by design principle” as enacted in the EU General Data Protection Regulation n°2016/679.
- 23.1.9 The Supplier undertakes to cooperate in the most efficient manner with the 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 the Company (or the Company’s clients). The Supplier informs immediately the Company of any complaint sent to the Supplier by any data subject.
- 23.1.10 The Supplier undertakes 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 and EU General Data Protection Regulation n°2016/679 when applicable. It also shall provide the Company with all relevant information to enable the data subject to exercise their rights. The Supplier also shall provide the 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.
- 23.1.11 If Personal Data came from the Company or from any Affiliated Company located in European Union or concerns EU citizens, the Supplier undertakes to:
- 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
  - benefit from a specific decision by a Personal Data protection authority (BCR, etc.) authorizing the Supplier to transfer Personal Data to third countries.
- 23.1.12 Inform the Company at any time, at the request of the Company, of the geographical locations of the processing, storage and transit of the Personal Data which have been transmitted to the Supplier.
- 23.1.13 The Parties undertake to cooperate in order to be able to respond to the competent data protection authorities (requests, controls, audits, etc.). Within this framework, the Supplier will provide without any delay all relevant information to the Company to meet the requirements and requests of the data protection authorities.
- 23.1.14 In case of data breaches with regard to Personal Data the Supplier shall notify the company within 24 hours.

## 23.2 **Security/ Cyber Security**

- 23.2.1 In order to perform the Contractual Products and/or Contractual Services, the Supplier undertakes to ensure the complete security of the processing of data transmitted by the Company or which the Company give access to (Personal Data or not), and in particular to protect them 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 For this purpose, the Supplier undertakes to:
- ensure the security of its information systems in accordance with the “state of the art” and at least sufficient for the performance of the Contractual Products and/or Contractual Services and/or Equipment;
  - provide the 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;

- 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;
  - encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art; and
  - secure the exchange of Personal Data (encryption, authentication) with the Company or with the Company's clients, so that they cannot be exploited by an unauthorized third party.
  - 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 The Supplier undertakes to ensure that all Contractual Products and/or Equipment supplied and/or Contractual Services provided to the Company, be exempt from all the Vulnerabilities (defined as a security breach or a design defect enabling an attack) made public on that date and which may be detrimental to the security of the Company's Personal Data or information system or the Personal Data of the Company's clients or their information systems.
- 23.2.4 The Supplier undertakes, as soon as a new Vulnerability in the Contractual Product and/or the Equipment supplied and/or Contractual Service provided has been identified by himself, their Subcontractor, any third party or via a public information, to inform immediately the Company and fill this Vulnerability or set up any other solution for this purpose that does not affect the price, the performances, the functioning of the Contractual Product and/or the Equipment and/or the Contractual Service provided, or the security of the Company's Personal Data or information system or the Personal Data of the Company's clients or their information systems. The solution must be provided by the Supplier as soon as possible considering the type of Vulnerability.
- 23.2.5 The 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 the 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 required remedial measures to remedy the effects of such Cyber Security Event; (iii) provide specific information about the Cyber Security Event and response upon request by Company; (iv) provide 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 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 In connection with the above, Supplier shall, at its sole cost and expense, promptly investigate the Cyber Security Event and cooperate fully with Company in its investigation of the same, including by providing access and information to Company, as or when 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 In the event Company has suffered a loss as a result of any Cyber Security Event in connection with the payment for the Contractual Products or Contractual Services under this Contract, Supplier shall only be entitled to receive payment under the Purchase Order for such Contractual Products and/or Contractual Services only 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 this 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.
- 23.2.10 Supplier shall release, defend, indemnify and hold Company, its affiliated Companies and Customer(s), and their respective Representatives, contractors, invitees, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any kind or any nature (including consequential and special damages, personal injury and property damages, lost profits, production interruption costs, inspection, handling, reworking charges, trapped labour, professional and other legal fees and other costs associated with Company's administrative time, labour and materials) arising from or in connection with Supplier's or Supplier's Subcontractor's business or information systems relating to any Cyber Security Event. No limitations of Company's 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 the Supplier suffers from a security incident or a Personal Data breach of the Company's Personal Data (or the Personal Data of the Company's clients), the Supplier undertakes to immediately alert the Company after becoming aware of it. The Supplier undertakes to provide a 24/7 and 365 days/year contact for the management of the Personal Data breaches.
- 23.3.2 The Supplier undertakes to help the Company, at no cost, to implement any action aimed at dealing with these Personal Data breaches, including by notifying the relevant authorities and the persons concerned by those breaches. In this context, he will have to:
- assist the Company regarding any legal or regulatory formalities;
  - provide all the relevant information to the Company to assess the extent of the Personal Data breach;



- 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;  
cooperate and synchronize its communication with the Company on these Personal Data violations to regulators, the media, FORVIA, Customers or the data subjects concerned.

#### 23.4 Personal Data deletion

- 23.4.1 During the term of the Contract or upon its termination in terms of Section 25, the 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 the Customers and deletes existing copies unless, European Union or Member State law or other country law requires otherwise.
- 23.4.2 The deletion shall be made in a secured manner and definitive (without possibility of reconstitution) and concerned all the Supplier's and Subcontractor's equipment or information systems used to process Data.
- 23.4.3 The Supplier will ensure that its Subcontractors do the same within a reasonable time and must provide proof to the Company.

#### 23.5 Subcontractors

- 23.5.1 Any Subcontractor hired by the Supplier shall be compliant with subcontracting principles set by the on the processing of Personal Data and, in particular, shall stipulate that all the same Data Protection obligations, standards and security policies as set out in the Contract and specifically in this Section 23.
- 23.5.2 The Supplier undertakes to implement contracts with its Subcontractors which clearly establish their responsibilities and obligations for the processing and security of the Personal Data transmitted.
- 23.5.3 The Supplier shall be responsible for the performance by the Subcontractor of the obligations set out in this Section regarding the processing of Personal Data and security.
- 23.5.4 The supplier shall maintain a list of Subcontractors processing the Company's Personal Data or the Personal Data of the Company's client. This list will be updated at least once a year.

### 24 SAMPLES, PROTOTYPES, TOOLING, PROVIDED MATERIALS

- 24.1 Unless otherwise stated in the Purchased Order, the Supplier shall transfer the ownership, title and risks of the Equipment that the 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.
- 24.2 Provided Materials and Equipment
  - 24.2.1 If the Company makes the Equipment available to the Supplier by way of loan for the purpose of performance of the Contract, the Contracting Parties shall conclude a corresponding loan contract prior to the use of such Equipment by the Supplier. The statutory provisions shall apply, if the Contracting Parties do not conclude a separate loan contract.
  - 24.2.2 If the Company makes Materials and Equipment available to the Supplier free of charge these Materials and Equipment shall remain the property of the Company and the Supplier is obliged to examine the Material provided by the Company to detect any defects noticeable by sight without undue delay. The Supplier must also perform a quantity and identification check. Any differences must be reported to the Company within one working day.
  - 24.2.3 The Provided Materials and/or 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. The Supplier will inform the Company, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment.

- 24.3 The 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" or "Property of HELLA", depending on the FORVIA Company issued the Contract, which may not be sold, transferred, or pledged" at the Supplier's expenses.
- 24.4 The processing of the Materials provided by the Company takes place always on behalf of the Company. If the value of the Materials provided by the 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 the Company and otherwise they shall be jointly owned by the Company and the Supplier in the ratio of the provided material to the value of the processing and the other components. For the avoidance of doubt: The aforesaid shall by no means restrict the obligation of the Supplier to provide the Company with the unrestricted ownership, free from encumbrances whatsoever, with delivery of the Products.
- 24.5 As the custodian of the Equipment and or Provided Materials, the Supplier will protect the Equipment and/or Provided Materials against the risks of loss, theft, damage or destruction. As a prudent and careful user, the 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. The Supplier will inform the Company, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment. The 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. The Supplier will provide proof of insurance at least once a year during the term of the Contract.

## **25 TERMINATION**

### **25.1 Ordinary termination**

- 25.1.1 The Company shall be entitled to terminate this Contract partially or entirely in writing at any time without a statement of grounds with a reasonable termination notice period of at least three (3) months.
- 25.1.2 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.
- 25.1.3 The Supplier shall only be entitled to terminate unlimited-term Open Orders in writing at any time without a statement of grounds with a termination notice period of at least twelve (12) months. In the case of serial delivery, this right of termination shall not be permitted if the time span between the end of the Contract and the expected end of serial delivery (EOP) is less than two (2) years. The duty to provide substitute delivery of replacement parts shall not be reflected in the calculation of the time span

### **25.2 Termination in the event of breach of contract**

- 25.2.1 If the Supplier breaches material provisions of the Contract, in the event such a breach is remediable, the Company will ask the Supplier in writing to cease the breach and to remedy its substantial consequences, by taking (i) adequate measures to secure performance of the Contract and (ii) all other required appropriate corrective actions within a reasonable period of time.



The Company shall be entitled to terminate the Contract after the expiration of the said time period and only if the Supplier has failed to implement such measures and corrective actions.

- 25.2.2 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 and related policies. In such case, Supplier shall be liable for all costs, damages and expenses caused by or resulting from such default.

### 25.3 Termination due to Customer Termination

25.3.1 If for any reason whatsoever, the Customer does not award the Company for the program for which the Contract is entered into, the Company shall be entitled to terminate the Contract. Such termination shall take effect immediately upon receipt of the notice of termination, unless otherwise provided by mandatory law.

25.3.2 If for any reason whatsoever, the Customer ends the delivery contract with the Company for the program for which the Contract is entered into, the Company shall be entitled to terminate the Contract. The notice period shall be three (3) months, however, in no event it shall be longer than the notice period of the Customer.

### 25.4 Termination for prolonged Force Majeure

If the performance of the Contract is prevented or suspended by reason of an event of Force Majeure and such suspension lasts for more than two (2) continuing months, the Contracting Party not prevented by the event of Force Majeure from executing its contractual duties may, but shall not be obliged to, terminate the Contract without any liability whatsoever and without any payment or compensation, upon written notice to the prevented Contracting Party. Such termination shall take effect immediately upon receipt of the notice of termination.

### 25.5 Termination in the event of "Change of Control"

The Company shall be entitled to terminate the Contract in writing with a reasonable notice period, if subsequent to the effective date of the Contract, a third party directly or indirectly assumes control of the Supplier. "Control" within the meaning of this Section shall mean that a third party directly or indirectly obtains at least fifty percent (50%) of the shares or voting rights at the shareholders' meeting and/or any decision-making corporate body of the Supplier.

## 26 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, the Supplier shall immediately, upon demand by the 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 SPARE PARTS

27.1 The Supplier agrees to manufacture spare parts for the Contractual Products according to the terms of the Contract and according to the after-sale needs conveyed to the Supplier by the Company. Without limiting the foregoing, the Supplier shall supply the Company with spare parts, at any time, on simple request of the Company and throughout the term of the Contract and for the additional period during which the Customer is likely to order spare parts from the Company.

27.2 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 article 27.1.



- 27.3 The price of spare parts shall be the same as the Price in effect during the manufacturing program, to which may be added specific conditioning and transportation costs as agreed by the Company provided that sufficient evidence of such conditioning and transportation costs are provided by the Supplier to the Company.

## **28 FORCE MAJEURE**

- 28.1 In case of Force Majeure, the Contracting Party which is prevented to perform its obligations as per the present Contract shall not be held liable toward the other Contracting Party.
- 28.2 Each Contracting Party shall promptly inform the other Contracting Party of the existence of Force Majeure and take the necessary measures to keep the negative effect to a minimum.
- During any delay or failure of the Supplier to perform due to Force Majeure, the Company shall have the right to take all necessary measures to secure the continuous delivery of the Contractual Products and/or Contractual Services, including but not limited to, manufacturing or performing such Contractual Products and/or Contractual Services itself or purchasing the Contractual Products and/or Contractual Services from another source and Supplier shall reimburse Company for any difference in cost in procuring such Contractual Products or Contractual Services, including but not limited to price differences, expedited shipping/freight costs or similar costs.
- 28.3 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.
- 28.4 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.
- 28.5 For the avoidance of any doubt, the Supplier shall not be able to invoke delays on the part of its own suppliers or subcontractors unless the cause for these delays may be considered an event of Force Majeure under this clause.

## **29 APPLICABLE LAW - JURISDICTION**

- 29.1 The Contract shall be regulated by German substantive law. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to the Contract.
- 29.2 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.
- 29.3 The Contracting Parties agree that disputes, even in case of warranty claim or multiple defendants shall be exclusively decided by the competent courts of Frankfurt am Main, Germany.

## **30 GENERAL PROVISIONS**

### **30.1 Subcontractors**

The Supplier shall only be permitted to use Subcontractors to render Contractual Products and/or Contractual Services or portions thereof with the prior written consent of the Company. The Supplier shall be required to contractually and organizationally ensure that the



Subcontractors are properly trained and comply with the provisions of the Contract (particularly the non-disclosure obligation).

Consent by the Company shall not limit the liability of the Supplier. The Supplier shall be liable on an unrestricted basis for the acts and omissions of the Subcontractor.

### 30.2 **Assignment of claims**

The Supplier shall not be entitled to assign claims arising from this Contract to third parties without the prior written consent of the Company. The Company may not unfairly deny consent. If an extended reservation of title of a contractor/supplier of the 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 the Supplier assigns its claims against the 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.

### 30.3 **Set-off and retention**

The Supplier shall only be entitled to set-off any claims against the Company, if such claims have been acknowledged by the Company or judicially established. This shall apply mutatis mutandis to rights of retention of the Supplier.

### 30.4 **Relationship of the Contracting Parties**

If not explicitly agreed differently in writing, the Contract should not be interpreted as:

- constituting a de facto company, a joint venture, an agency, a foundation, or any other association of any kind between the Contracting Parties; or
- constituting a joint and several liability between the Company and the Affiliated Companies or between the Affiliated Companies among themselves; or
- 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
- constituting an exclusive engagement, profiting to the Supplier for the delivery of the Contractual Products and Contractual Services.

### 30.5 **Transfer of the Contract**

The Company is entitled to assign in whole or in part this Contract to the Affiliated Companies or to any third party that acquire the relevant portion of the Company or of its Affiliated Companies. The Supplier shall be entitled to terminate the Contract promptly within a reasonable period after the transfer thereof, if the Supplier proves facts, on the basis of which it appears highly probable that the third party cannot perform the contractual duties of the Contract on a sustained basis.

### 30.6 **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. The Parties are in such event obligated to renegotiate in good faith and replace such void, invalid, illegal, unenforceable provision or provision in violation of the applicable laws, by a valid provision as nearly as possible to the original intention of the Parties in accordance with the applicable laws.

### 30.7 **Dates, Working Days and Measures**

Unless otherwise regulated:

- all dates shall be subject to the Gregorian calendar;
- working days shall be all weekdays with the exception of Saturdays, Sundays and public holidays at the registered seat of the Company; and





- for all physical quantities the International Systems of Units (SI) of the International Bureau of Weights and Measures shall apply.

#### 30.8 **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.

#### 30.9 **Proof of origin**

The Supplier shall provide with each invoice a certificate of origin for the Contractual Product or as applicable, the Supplier has to provide by January 15th of each year his long-term-supplier's declaration for Contractual Products having preferential origin as per Council Regulation (EU) 2015/2447 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, the Supplier shall promptly notify the Company and send a new long-term supplier declaration on an unsolicited basis.

If the Supplier does not fulfil the obligation within the required time limit, or if he makes contradictory statements regarding the preferential treatment of Contractual Products, the Supplier shall hold harmless and indemnify the Company against all financial consequences due to Supplier's failure to comply with the above obligation.