

General Purchasing Terms and Conditions Under Japanese 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:

Affiliated Company	is any legal unit controlled by Faurecia S.E. or by a successor of Faurecia S.E., where " controlled " means direct or indirect possession of at least thirty five percent (35 %) of the shares or voting rights in such legal entity.
Audit	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.
Auditor	is the person or group of persons that are appointed by our Company at its sole discretion to undertake the Audit.
Background	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 excluding Results.
Closed Order	is a Purchase Order that contains all requisite characteristics of Contractual Products and/or Contractual Services, including delivery dates and exact delivery quantities.
Company	means the party that issues the Purchase Order.
Contract	is the entirety of all contractual documents that are listed in Article 3.1.
Contracting Parties	means collectively our Company and the Supplier; and Contracting Party means either of them.
Contractual Products	are all goods, products, equipment, tooling, components, assemblies or sub-assemblies or materials that are a subject matter of the Contract, in addition to 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).
Contractual Services	are all services that are a subject matter of the Contract.
Copyleft	means any 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.
Customer	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 our Company directly or indirectly delivers the Company Products. If our Company was not nominated by the automobile manufacturer, the Customer is the company that nominated our Company for the delivery of the Company Products or, as the case may be, engaged our Company therewith.

Company Products	are our Company's products, including but not limited to the Contractual Products and/or Contractual Services.
Default	is constituted when the concerned Party is in breach of its contractual obligations.
Defects	<p>are material and legal defects. The Contractual Products and/or Contractual Services has a material defect if (1) the Contractual Products and/or Contractual Services do not conform to the agreed quality or Specifications, (2) is not suitable for the use intended under the Contract or (3) to the extent the quality and / or the intended use has not been explicitly or implicitly agreed upon, it is not suitable for customary use and its quality is not usual in items of the same kind. Delivery by the Supplier of a different kind of item or of an item of a 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 has a legal defect if a third party, 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 our Company.</p>
Equipment	are auxiliary items, such as but not limited to samples, models, prototypes, calibers and tooling, manufactured or provided by the Contracting Party in order to perform the Contractual Products and/or Contractual Services.
FORVIA or FORVIA Group	is the factual group formed by Faurecia's Affiliated Companies and HELLA including its Affiliated Companies, including our Company.
Faurecia S.E.	is Faurecia S.E., a limited liability corporation headquartered at 23-27 avenue des Champs-Pierreux, 92000 Nanterre, France, registered in the Commercial Register of Nanterre under number 542 005 376.
Force Majeure	is an event which (a) was not foreseeable, (b) and not the fault of, nor caused by a Party's negligence, and which (c) is beyond the reasonable control of the affected Contracting Party and would impair the ability of the affected Contracting Party to perform normally its contractual obligations, such as acts of God, or of a public enemy/acts of terror or Governmental action specifically restricting the performance, fires, floods, unusually severe weather, explosions riots or war . Force Majeure does not include, however, any delay caused by arising from or related to (i) Strikes of the Supplier's personnel or strikes of its Subcontractors' (ii) Supplier's financial difficulties; (iii) a change in cost or availability of materials or components based on market conditions or Supplier actions; (iv) labor 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)	<p>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/).</p> <p>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.</p> <p>Furthermore, the term FOSS is used when it comes to Freeware which is made available to the user as commercial software free of charge.</p>
GENERAL TERMS AND CONDITIONS FOR THE USE OF FOSS	<p>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</p> <p>and includes FOSS used by the Supplier as well as FOSS used by its Sub-Suppliers</p>
GPC	are the General Purchasing Terms and Conditions, consisting of this document and any documents attached hereto or incorporated by reference.
HELLA	is HELLA GmbH & Co. KGaA, a German Company headquartered at Rixbecker Str. 75, 59552, Lippstadt, Germany, registered in the Commercial register of Paderborn under number HRB 6857
Incompatible License	means any license (including any Open Source License) containing at least one term contrary to the terms of another licence (including an Open Source License) preventing our 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 rights of a Contracting Party or third party, including Rights and Know-How.
Invoice	is a commercial invoice that contains all of the information necessary for identification and checking of the relevant delivery of the Contractual Products and/or Contractual Services and which entitles the recipient to account the invoiced amount as a liability for financial accounting purposes.
Know-How	is a know-how of any kind, particularly inventions, test and development reports, drawings, models, ideas, suggestions, and calculation results of the Supplier, which are not Proprietary Rights.

Letter of Nomination is the document and its appendices whereby our Company appoints the Supplier for the supply of Contractual Products and/or Contractual Services.

Liabilities include but are not limited to any claims, deductions, debits, losses, damages, demands, costs, expenses, of any kind or any nature, whether actual or threatened, including consequential, punitive and special damages, moral rights collections, personal and property damages, lost profits, production interruption costs, inspection, handling, reworking, trapped labor, legal and other professional fees, witness and expert fees, costs of defense and any other costs associated with FORVIA Group's internal or external time, labor, materials or similar cost; as such costs are incurred by or threatened against any FORVIA Group Indemnified Party, related to, arising out of, caused by or in connection with Supplier's performance of its obligations or breach of any obligation under this Contract at law, or otherwise and/or occasioned by Supplier's or Supplier's Representatives actions, omissions, negligence, gross negligence or misconduct, and including but not limited to (i) improper, unsafe or defective materials, workmanship or design of the Contractual Products and/or Contractual Services, except where strict and complete compliance by the Supplier with the Specifications prescribed by and originating with our Company constitutes the sole basis of the claim or alleged claim, or (ii) breach of any provisions of any Purchase Order or this Contract, including but not limited to any of the representations or warranties provided herein, (iii) the Supplier's failure to comply with all applicable Laws; or (iv) breach or alleged breach of intellectual property rights of a third party.

Open Order 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 individual call-offs, delivery schedules or other similar documents. Applicable when using the open order method.

Order Confirmation is a copy or separate confirmation of a Purchase Order signed by the Supplier.

Open Source License means any license corresponding to the requirements defined in the "Open Source Definition" (available on the URL: <http://opensource.org/osd>) by the Open Source Initiative, or by the "Free Software Foundation" (available on the URL : <https://www.gnu.org/philosophy/free-sw.en.html>), which Supplier declares to have read and understood and which comprise inter alia the following licenses or distribution models: the GNU General Public License (GPL) and GNU Lesser General Public License (LGPL), Apache

License, Mozilla Public License (MPL), Berkeley Software Distribution License (BSD-License).

Particular Conditions	are separate business terms and conditions, including any appendices, that contain specific requirements which address special product, local market or delivery requirements, including legal matters specific to a country where our Company or the Supplier is located. The Particular Conditions are intended to be applicable as per the Purchase Order and are binding on our Company and the Supplier.
Personal Data	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 and "personal information" which has the meaning stipulated under Article 2, Paragraph 1 of the Act on the Protection of Personal Information of Japan ("APPI").
Personal Data Controller	is, in relation to the APPI, a "personal information handling business operator" which has the meaning stipulated under Article 2, Paragraph 5 of the APPI.
Price	is the price that our Company has to pay as consideration for the Contractual Products and/or Contractual Services.
Proprietary Rights	are all intellectual property rights including, but not limited to, patents, trademarks, trade names, copyrights (including rights provided under Articles 27 and 28 of the Copyright Law of Japan) 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 issued, registered or unregistered and all rights or forms of protection of a similar nature anywhere in the world.
Provided Material	is any material and/or equipment provided free of charge by our Company to the Supplier.
Purchase Orders	are all documents, including Open Orders by open order method, by means of which our Company orders Contractual Products and/or Contractual Services.
Quality Assurance Agreement (QAA) or Warranty Agreement	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. Our 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.

Release	is a call-off for Contractual Products and/or Services in case of Open Order.
Results	is the entire Industrial and Intellectual Property, and all intellectual work and inventions, excluding Background, created by the respective Contracting Party after entering into the Contract within the framework of rendering the Contractual Products and/or Contractual Services.
Right of Use	is the right to exploit an item or a right of Industrial and Intellectual Property. It encompasses, in particular, 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.
Specifications	are the required properties and characteristics (including but not limited to all drawings, specifications, validations, samples and other descriptions) for the Contractual Products and/or Contractual Services, specified or adopted by FORVIA Group, usually contained in documents attached to the Purchase Order and/or any Letter of Nomination.
Subcontractor	is any third party that the Supplier entrusts with the execution of at least part of the Contractual Products and/or Contractual Services.
Supplier	is the Contracting Party that is required to provide Contractual Products and/or Contractual Services to our Company.

2. SCOPE OF APPLICATION

These General Purchasing Terms and Conditions ("GPC"), and more globally the Contract, are the result of a contractual negotiation between the Contracting Parties and shall apply to all Purchase Orders issued by our Company.

As a result, no terms or conditions (including any contractual terms submitted or asserted by the Supplier pursuant to an offer or pursuant to an Order Confirmation) other than those of the Contract will apply to the Contracting Parties.

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 our Company, (iii) the Letter of Nomination, if applicable (iv) Particular Conditions, including 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 our 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 Both parties shall engage in trade in good faith under respect for mutual interest.

3.3 Any request for an amendment of the Contract 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.

4. PURCHASE ORDER – FORMATION OF THE CONTRACT - RELEASES

4.1 The Purchase Order issued by our Company may be sent by letter, email, fax or any other electronic means as determined by our Company. The Contract shall be concluded, if the Supplier dispatches an Order Confirmation to our Company by letter, email, fax or any other electronic means as determined by our Company within a period of seven (7) calendar days, and the Order Confirmation is received by our Company.

4.2 Our Company may revoke Purchase Orders within seven (7) calendar days of sending the Purchase Orders and before the Order Confirmation sent by Supplier reaches Our Company. The 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 Article 4.2, the Contract shall, by way of deviation from Article 4.1, be deemed validly formed as soon as the Supplier executes the Purchase Order in whole or in part and our Company accepts the respective Contractual Products and Contractual Services without reservation.

4.4 The terms of Article 4.1 shall apply mutatis mutandis to the Releases. Each Release will be deemed part of the Contract (formed by the dispatch and the acceptance of an Open Order), and shall not be considered a separate agreement. As a consequence, the non-performance by the Supplier of a specific Release, will make the Supplier liable for all the financial consequences triggered by this non-performance. Repetitive or continuous non-performance of Releases by the Supplier may trigger the termination of the relevant Contract as per Article 26 of the present GPC.

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

5.1 Our 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 our Company concerning implementation of the changes within a 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 has to be reviewed immediately by the Supplier, which shall send an offer forthwith.

5.2 If our 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, in particular, 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 Articles 5.1 and 5.2, our Company shall be entitled to either:

5.3.1 reject the Supplier's offer/change and demand performance under the terms of any accepted Purchase Order or Particular Conditions;

5.3.2 engage a third party to implement the changes. In such a case, the Supplier promises to deliver to our 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 can demand reasonable remuneration for the use of the aforementioned documents following their delivery; or

5.3.3 terminate the Contract in whole or in part as per the provision of Article 26

5.4 The Supplier may not make any change to the Contractual Products and/or Contractual Services, without prior written agreement by our Company. Should our Company agree to Supplier's change, the Supplier must assume all costs incurred by our 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, ADVISORIES, WARNINGS

The Supplier is a specialist in the execution and performance of the Contractual Products and/or Contractual Services. As such, the Supplier shall promptly transmit to our Company all necessary information, 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 our Company. In particular, the Supplier shall:

- provide our Company with all information and advisories 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. The Supplier shall be required to promptly inform our Company if the Contractual Products and/or Contractual Services violate any laws or regulations in the countries in which the Company 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 Company Products are to be sold or used;
- inform our 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 our 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 our 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 in order 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 our 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 Our 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 Article 7.1.

8. QUALITY ASSURANCE, INSPECTIONS

8.1 Quality Management. By commencing performance under the Contract, the Supplier accepts our Company's Quality Assurance Agreement (QAA) or Warranty Agreement, as may be amended by our Company from time to time and agrees to adhere to the applicable quality management system for the site(s) and region(s) in which Supplier operates, especially Quality Management- Guidelines for Suppliers or/and Logistics Guideline for Supplier. The QAA and any additional quality management requirements mandated by our Company has been provided to the Supplier. Supplier acknowledges and agrees that it has access to the QAA,

and the terms of the QAA are hereby incorporated herein by reference. Supplier agrees and warrants it shall strictly comply with the terms and conditions specified therein.

The Supplier shall perform the Contractual Products and/or Contractual Services in conformity with the QAA and any 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 our Company.

- 8.2 Supplier Site Inspection.** Our Company may, from time to time, review and inspect the Supplier's testing, inspection, quality control and reliability procedures, as well as the data supporting the same.
- 8.3** If Company or any of its Representatives, subcontractors, suppliers or Customers, enter upon the premises owned or controlled by Supplier, Supplier shall: (i) indemnify and hold Company and Customer, and their respective Representatives, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any kind or nature (including legal or other professional fees) by reason or on account of property damage, death and/or personal injury, arising out of Supplier's performance of its obligations, which is occasioned by Supplier's (or Supplier's Representatives) actions, omissions, negligence, gross negligence or misconduct; and (ii) ensure that Supplier and its representatives are in compliance with all requirements of any workers' compensation legislation, health, safety and environmental regulations, or similar applicable laws of the jurisdictions in which the Supplier's premises are located.
- 8.4 Right of Product Inspection.** As per Company's audit rights, all materials, tooling, capital, equipment and workmanship utilized in the performance of any Purchase Order shall be subject to inspection and testing by our Company (and our Company's Customers) to the extent practicable at all times and places, including the period and place of manufacture. If any such inspection or testing is made in the manner agreed by Contracting Parties on the Supplier's premises or on the premises of any authorized subcontractor or agent of the Supplier, the Supplier or such authorized subcontractor or agent, as the case may be, shall provide, without additional charge, all reasonable facilities and assistance. Unless granted by our Company's authorized Representatives in writing, no inspection shall be deemed to be an approval or admission by our Company that the inspected Contractual Products or Contractual Services (or any related work-in-process or other physical inventory) fulfil the terms of any Purchase Order. Inspection and approval by our Company or our Company's authorized Representatives does not preclude rejection or other relief for any existing defects (whether latent or manifest) subsequently discovered. The Supplier shall provide and maintain, without additional charge, a testing and inspection system (which shall include quality control and reliability procedures) acceptable to our Company covering the materials and workmanship utilized in the performance of any Purchase Order.
- 8.5 No Waiver by Inspection.** In no case whatsoever shall (i) any inspection or testing by our Company (or the Customer) of the materials, tooling, capital, equipment and workmanship utilized in the performance of any Purchase Order, (ii) any review or inspection by our Company of the Supplier's testing, inspection, quality control or reliability procedures (or related data), or (iii) any acceptance by our Company of the Contractual Products or Contractual Services, relieve the Supplier from the strict and complete performance of all of the Supplier's obligations and warranties under any Purchase Order and the QAA. In no event shall payment be deemed to constitute acceptance by or on behalf of our Company of any nonconforming Contractual Products or Contractual Services.

9. STATUTES AND REGULATIONS

9.1 The Supplier shall:

- comply with all applicable statutes, international conventions and regulations, including those in the areas of labor, health, safety, and the environment ;

- to the extent that the Supplier has to carry out works within the premises of our 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 labor; not use forced labor in any way as in Article 1 of the International Labor Organization Convention on the Abolition of Forced Labor dated June 25th, 1957; and
- comply with all requirements and demands of our Company with respect to ethics, social acceptability, and environmental sustainability, whether these obligations have been requested by our Company, by the Customer or agreed between our Company and the Customer.

9.2 The Supplier acknowledges that the duties listed in Article 9.1 constitute material contractual obligations.

9.3 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.

9.4 The Supplier has to comply with all requirements and demands of our Company with respect to ethics, social acceptability, and environmental sustainability, whether these obligations have been requested by our Company, by the Customer or agreed between our Company and the Customer.

9.5 To the extent legally permissible, the Supplier also promises to comply with the "Faurecia Code of Ethics" and the "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>

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

9.6 The Supplier warrants that it shall, and shall procure that its affiliated companies, directors, officers, employees, agents, service providers, contractors and any person acting on its behalf, shall, at all times, conduct business in compliance with all applicable anti-corruption and trade control laws, conventions or regulations, including, inter alia, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the Loi Sapin 2.

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. The Supplier represents and warrants that itself, or any of its affiliated companies, has in place policies, procedures and systems designed to ensure compliance with Anti-Corruption Laws.

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

At our 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, our Company shall have the right to immediately withdraw from or terminate all legal transactions existing with the Supplier, and to cancel all negotiations, with immediate effect and without compensation, and without prejudice to any other remedies our Company may request from the Supplier by law.

The Supplier will indemnify and hold our Company harmless from and against any and all liability, claims, demands or expenses (including, inter alia, legal or other professional fees) arising from or relating to the Supplier's noncompliance.

At Company's request, Supplier shall furnish Company with 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.

- 9.7** For the purpose of this paragraph, "Government Official" is defined as any officer, employee or contractor of a government department or agency, any public international agency, or any person acting in any official capacity, or holding themselves out as a representative of the government, department, agency or public international agency.

9.8 Corporate and Environmental Responsibility

9.8.1 Corporate Responsibility

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

9.8.2 Environmental Responsibility

- 9.8.2.1** 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.

- 9.8.2.2** 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 our Company.

9.8.2.3 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.

9.8.2.4 Supplier must declare to our 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 our Company.

9.8.2.5 Supplier shall ensure that all its subcontractors are contractually bound to comply with the terms of this Clause 9.8.2

9.8.3 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 our Company by submission of a corresponding certificate.

The certification to these standards must be delivered by accredited certification bodies.

9.9 Export Control

9.9.1 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.

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

9.9.3 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 our Company, if any, under the Contract to a location or in a manner that at the time of such export, re-export, divestiture, 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.

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

9.9.5 Our 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.

9.9.6 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 our Company should it become subject to any such restrictions.

9.10 Liability

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

The Supplier acknowledges that any of the duties mentioned in this Article 9 constitutes a material contractual obligation.

10. SUPPLIER'S PERSONNEL

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.

11. AUDITS

11.1 Our Company shall be entitled to conduct Audits on the Supplier's and its Subcontractor's premises at any time during Supplier's normal working hours upon reasonable advance notification. Within the framework of the Audits, our Company shall be permitted, among other things, to check the QAA measures, the Personal Data protection measures and Contractual Products and/or Contractual Services before they are carried out.

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 and its Subcontractor declares its willingness to comprehensively cooperate with and assist the Auditor. In particular, the Supplier and its Subcontractor 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 in order to control the compliance of the samples with the quality requirements of the Contract.

11.4 The terms of Article 11.3 shall include that

- inspect materials (parts, jigs, tools, molds, equipment, etc.) used by Supplier and its Subcontractor in advance (on-site inspection), and
- in the middle of manufacturing, processing and repair processes dispatch persons designated by our Company to the site of Supplier and its Subcontractor to conduct inspection (interim inspection)
- and our Company may give Supplier and its Subcontractor the necessary instructions.

11.5 If the Audit reveals that the Supplier is not in compliance with the agreed upon quality standards or Personal Data security requirements, the Supplier shall promptly take all necessary and reasonable measures in order 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.

11.6 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, Personal Data breaches, etc.) and for which our Company is not responsible, the Supplier shall be required to reimburse our 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.

11.7 By way of clarification: any rights of our 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. Our Company shall assist the Supplier within the framework of Audits solely with respect to compliance with its

contractual duties. If the Supplier desires additional information or assistance, an express consulting contract must be concluded with our 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 our Company. The actual quantities shall be specified by Releases. Unless otherwise expressly stated in writing by a Purchase Order, Company shall not be required to purchase any Contractual Products or Contractual Services exclusively from Supplier.
- 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 quantities of Contractual Products and/or Contractual Services by our Company, at the agreed Price for the Purchase 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, our Company shall have the right, without any liability whatsoever:
- With respect to production reduction, to adjust the quantities indicated in a forecast or an Open Order to the Supplier accordingly; and
 - With respect to stoppage of production, to terminate the Contract following a prior notification and in accordance with the provisions of Article 26.3.
- 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 Article 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 the Contract, delivery of the Contractual Products shall be made "**DDP [delivered duties paid]**" (as that term is defined in Incoterms 2020 Edition). The place and time of delivery shall be stated in the Purchase Order.
- 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. The Supplier shall package the Contractual Products in conformity with the provisions contained in the Purchase Order, any Particular Conditions, and in the Faurecia Supplier Logistics Manual and Label Quality Procedure (which can be found on Faurecia's Supplier Portal).
- 13.2.2** The packaging and labelling must be in conformity with the applicable law and the provisions contained in the Purchase Order.
- 13.2.3** If the Contractual Products are not shipped in strict accordance with these terms and conditions, our Company's directions and/or the instructions set out in a Purchase Order or Release, if any, then the Supplier shall pay or reimburse our Company, as the case may be, for any excess costs occasioned thereby.

13.3 Timing

- 13.3.1** The date(s) or deadlines are mentioned in the Contract. The date(s) or deadlines for the performance of the Contractual Services and / or delivery of the Contractual Products are essential to our 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 our Company.
- 13.3.3** The Supplier has to 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.
- 13.3.4** Supplier shall not make divided delivery unless it is set forth in the contract or approved by our Company.

14. ACCEPTANCE OF CONTRACTUAL PRODUCTS AND/OR CONTRACTUAL SERVICES

- 14.1** Following delivery, our Company shall check the Contractual Products and/or Contractual Services 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 made on time. In addition, our Company shall examine the Contractual Products and/or Contractual Services 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. In the event that any defects are immediately detectable in the Contractual Products and/or Contractual Services upon incoming inspection after delivery, our Company shall return such the Contractual Products and/or Contractual Services to the Supplier.
- 14.2 Rejection of Contractual Products and/or Contractual Services.** Our Company reserves the right to reject the Contractual Products and/or Contractual Services if:
- i. at the completion date of the Contractual Products and/or Contractual Services, the Contractual Products and/or Contractual Services are not satisfactory without reservation, by reason of other than immaterial nonconformity or defect; or
 - ii. our Company's reservations have not been withdrawn within the time limits established by the Parties by reason of other than immaterial nonconformity or defect; or
 - iii. the Supplier has failed to comply with the Contractual Products and/or Contractual Services delivery schedule or completion deadlines.

14.3 Defective and/or nonconforming Contractual Products or Contractual Services.

- 14.3.1** If any of the Contractual Products or Contractual Services fails to meet the warranties contained in these GPC, the QAA, Particular Conditions, Purchase Orders, Specifications, or Customer requirements, any applicable laws or regulations or any other written agreements between the Parties, including but not limited to a Statement of Work, our Company shall have at any time, without prejudice, the right to terminate, to claim compensatory damages, and/or the option, to:
- i. have such Contractual Products repaired or replaced immediately by and at the sole expense of the Supplier, who shall have no right to raise any objections or claims regarding the production or delivery schedule or as to Contractual Services have such Contractual Services performed again immediately by and at the sole expense of the Supplier, who shall have no right to raise any objection; or

- ii. have such nonconforming Contractual Services performed by a third party designated by our Company, at the sole expense of the Supplier who shall have no right to raise any objection; or
- iii. have the purchase price for the Contractual Products or payment for Contractual Services promptly refunded promptly upon demand of our Company; or
- iv. otherwise satisfactorily deal with the defective or nonconforming Contractual Products or Contractual Services (including, to the extent applicable, participation in recall, claims adjustment and other similar programs) in a manner acceptable to our Company in its sole discretion, at the Supplier's sole expense.

14.3.2 Any rejected Contractual Products and/or Contractual Services must be recovered by the Supplier at its sole expense and risk within eight (8) calendar days following notice of rejection by our Company. It is expressly agreed that after such time, our Company may, without any liability whatsoever, at the Supplier's sole cost, expense and risk, either destroy the rejected Contractual Products, or return them to the Supplier.

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

14.4 The Particular Conditions / Purchase Orders may contain additional acceptance processes.

15. SPECIFIC REMEDIES FOR DELAY

15.1 The Supplier expressly acknowledge and agree that if the Supplier is in Default with respect to the timing of delivery of Contractual Products and/or Contractual Services conforming with the present Contract, our Company can request, after the Supplier has been able to explain the reasons of the Default, a specific remedy for delay in the amount of 0.04 percent of the net Price of the delayed Contractual Products and/or Contractual Services per completed calendar day. These penalties shall not affect our Company's other right to claim damages and/or terminate totally or partially the Contract and/or the Purchase Order and to receive compensation instead of performance of the delivery.

15.2 If our Company accepts the delayed Contractual Products and/or Contractual Services, our Company shall 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 Our Company shall be required to 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 applicable 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 our 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.

16.2 Duties and taxes

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

16.3 Invoicing

The Supplier shall send Invoices that:

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

Our Company shall be entitled to reject, return and not pay Invoices that do not conform to the foregoing requirements.

16.4 Payment terms and conditions

Subject to any legal provision in force, Price shall be due and payable and paid by our Company within sixty (60) days following the date on which the Invoice has been issued unless other agreement.

16.5 Set-off

Our Company shall be entitled to set off the Price or any accounts payable by our 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 twelve (12) months from delivery or acceptance of the respective Contractual Products and/or Contractual Services. Notwithstanding the foregoing, the Contractual Products and/or Contractual Services shall be subject to all warranties, express

or implied, provided by applicable law, provided, however, that Article 526 of the Commercial Act of Japan shall not apply.

17.2 Supplier represents that it is a professional with expertise in the constraints of the automotive, electronics or other industry for which it is contracted hereunder, particularly in terms of quality, cost availability of materials, labor and lead times. 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 our 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. Company's acceptance or validation of drawings, processes, specifications or initial samples will in no way reduce the warranty liability of the Supplier

17.3 The Supplier warrants:

- that the Contractual Products and/or Contractual Services are 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 our Company and the environment in which the Contracted Products are or may reasonably be expected to perform) or – if no intended use has been expressly agreed upon – ordinary use, and is designed to function on a defect-free basis for the duration of the intended use.
- that the Contractual Products and/or Contractual Services are rendered in accordance with the recognized rules of engineering – unless otherwise designated in the Purchase Order, as well as all applicable statutes and legal requirements;
- 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 our Company's expense and/or which are to become the property of our Company under a Purchase Order, shall conform to and fulfil all drawings, specifications, validations, samples and other descriptions furnished, specified or adopted by our Company, 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 are rendered in conformity with the initial sample, unless otherwise designated in the Purchase Order or the aforementioned documents;
- that our Company shall receive good title to the Contractual Product free and clear of all liens and encumbrances; and
- that the Contractual Products and/or Contractual Services are free of any apparent or hidden Defect.

17.4 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 our 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 Open Source 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 Open Source Licenses) and that it has acted in compliance with the FOSS Open Source Licenses;
- The Supplier shall in particular not use in or with a Result any Copyleft software unless the Supplier has obtained Company's prior written agreement;
- its compliance with the terms of any applicable license, in particular the FOSS Open Source 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 our Company of the corresponding source code in accordance with the applicable license;
- that the FOSS Open Source Licenses of the FOSS used in the Results do not allow or oblige our Company, its Customers or its distributors to disclose authentication information, cryptographic keys and/or any other information related to the coding of any of our Company's products;
- the use of an agreeable FOSS tool (including but not limited to Blackduck or Flexnet) for the FOSS contained in the Results to avoid the use of Open Source Licenses unauthorised by our Company and in particular FOSS Open Source 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.

17.5 In the event that the Contractual Products and/or Contractual Services does not conform to the foregoing warranty, the Supplier shall, at the request of our Company, repair or replace the Contractual Products or correct or perform again the Services as soon as possible, and without prejudice to the right of our Company's to claim for potential damages or to terminate the Contract in accordance with Article 26. The warranty period set forth in Article 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.

Should the defective delivery result in increased costs for our 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.

17.5.1 Our 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.

17.5.2 Should a recurrent failure make it necessary to replace a whole series of Products or Company's 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.

The Supplier shall also release, defend, indemnify and hold the FORVIA Group Indemnified Parties harmless from all Liabilities imposed upon the FORVIA Group Indemnified Parties related to, arising from or in connection with the acts, omissions or negligence of the Supplier in respect of the Contractual Products or Contractual Services and/or the Supplier's breach of these warranties.

18. SUPPLIER'S LIABILITY AND PARTICIPATION BY OUR COMPANY

- 18.1** The Supplier shall be liable for any damage to our Company, direct or indirect, physical, material or immaterial, consequential or not, caused by itself 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 our 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 our Company. Subject to its liability, the Supplier agrees to indemnify, defend and hold harmless our Company or any entity of FORVIA Group, for all costs related to recall campaign, corrective service action or crisis countermeasures initiated by our Company, any entity of FORVIA Group or the Customer.
- 18.2** The Supplier, as an expert in its business, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by our Company in the performance of the Contract.
- 18.3** The acceptance by our 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 our 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** Our Company's entire liability to the Supplier for any loss, liability or damage, including attorney's fees, for any claim arising out of, or related to the Contractual Products and/or Contractual Services provided to our Company and/or the performance of the Contract, regardless of the form of action, will be limited to the Supplier's actual direct damages and out of pocket expenses which are reasonably incurred by the Supplier and only to the extent that sufficient and acceptable documentary evidence of such damages is presented to our Company.

19. PARTICIPATION BY OUR COMPANY

- 19.1** As the expert in its field, the Supplier shall be fully responsible for all technical decisions.
- 19.2** Suggestions or other acts of participation by our Company shall not release the Supplier from its obligation to render defect-free Contractual Products and meet all time periods and deadlines.

20. INSURANCE

- 20.1** The Supplier must purchase and maintain at its own costs and expense, commercial general liability insurance from a financially sound and reputable insurance company in order to cover its liability toward our Company, our Customer or any third party.
- 20.2** The Supplier promises to provide our Company with proof of the conclusion of the insurance contract, as well as the premium payments, upon first request.
- 20.3** 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.
- 20.4** The Supplier shall be required to promptly inform our Company prior any change, modification or termination of the insurance policy, regardless of the reason for the change or termination.

21. TRANSFER OF OWNERSHIP AND RISK

- 21.1** **Transfer of ownership**

- 21.1.1** Ownership of the Contractual Product shall pass to our Company upon acceptance of the Contractual Products as per the provisions of Article 14 above, except if otherwise agreed by the Parties in the Contract.
- 21.1.2** If the Supplier holds the Contractual Product in custody for our Company following transfer of ownership, the Supplier shall store the Contractual Products as they are manufactured separately and label them clearly as the property of our 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 our Company. Other uses shall not be authorised.
- 21.1.3** The Supplier shall not be entitled to reserve ownership of Contractual Products without the express consent of our Company.
- 21.1.4** 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.

21.2 Transfer of risk

- 21.2.1** The Supplier shall bear the risk of destruction or loss of the Contracted Products until it is delivered to our Company's production site.
- 21.2.2** If the Contractual Product is destroyed within one (1) year after it is delivered, for reasons for which our Company is not responsible, the Supplier shall be obligated to produce the Contracted Products again promptly and on a priority basis pursuant to a new Purchase Order to be issued by our Company in accordance with provisions set forth in Article 4. The provisions of the Contract (including the Price) shall be applicable mutatis mutandis to the new Purchase Order.

22. Industrial and Intellectual Property Rights

22.1 Background

- 22.1.1** Each Contracting Party shall remain the owner of its Background. Use of the Background of the other Contracting Party shall, unless otherwise regulated in Article 22.1.2, only be permissible with the prior written consent of that Contracting Party.
- 22.1.2** 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 our Company a Right of Use to its Background. 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 our Company.
- 22.1.3** 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.

22.2 Results

- 22.2.1** If necessary and legally permissible, the Supplier shall be required to transfer all ownership rights or other possessory rights to the Results to our Company. After such transfer, our 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 our Company. Or, if a transfer is not legally permissible, grant our 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.
- 22.2.2** Unless otherwise set forth in the relevant Purchase Order, the transfer of the Results shall be compensated by the payment of the Price.

22.3 INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES

22.3.1 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.

22.3.2 If the Supplier needs to use Intellectual and Industrial Property Rights of third parties, it shall require the prior written consent of our Company, and if authorised, it shall conclude a license agreement with said third parties which should also contain an appropriate Rights of Use in favor of our 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.

22.3.3 The Supplier warrants that the use of the Background, the Results and the Contractual Products and/or Contractual Services by our 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 our Company and FORVIA Group and the Customer harmless against any Liabilities 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"). Our 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 our Company's sole discretion and at the Supplier's sole expense, our Company will decide whether the Supplier or our Company will handle the IP Claim and the Supplier shall provide any support requested by our Company. The Supplier will be responsible for and shall coordinate substantial decisions in relation to the above proceedings with our Company and/or FORVIA Group, in particular, conclusion of settlement agreements, withdrawal of complaints, acknowledgment of claim, etc. Our Company shall notify the Supplier forthwith upon being aware of the above actions, and conversely.

22.3.4 Without prejudice to our 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 our 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 our Company, FORVIA Group and/or the Customer with no additional cost; and
- replace or modify the Contractual Products and/or Contractual Services within a reasonable time period 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 22.3.2.

Our 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 our 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).

Promptly upon our 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 our Company is no longer able to use.

23. CONFIDENTIALITY

23.1 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 a statutory provision, a judgement or any other decision from a regulatory authority.

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

23.3 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.

23.4 Notwithstanding the provisions of Article 3, if the Contracting Parties have concluded a separate confidentiality agreement, the provisions of the confidentiality agreement shall have priority over this Article 23.

23.5 Supplier may contact our customers only if instructed to do so by individual transaction.

23.6 The purchase budget and unit price presented by our Company, the sales price and unit price presented by Supplier, and the sales price and unit price agreed between our Company and Supplier (hereinafter collectively referred to as "price information") are treated in accordance with confidential information.

23.7 Notwithstanding Article 23.6, our Company may disclose price information to FORVIA Group to the extent necessary for the purpose of joint and consignment purchases with FORVIA Group.

24. PERSONAL DATA PROTECTION

24.1 General provisions

24.1.1 The Supplier undertakes to comply with the commitments and obligations provided for in this Article and to ensure that the terms of the Contract are respected by its staff, whether permanent or non-permanent, and any Subcontractors, 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 the Personal Data are trained on Personal Data security issues and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- 24.1.2** The Parties undertake to process any Personal Data in accordance with laws applicable to the data processing operations, including with the APPI, and with the "EU General Data Protection Regulation" n°2016/679 when applicable.
- 24.1.3** Under current regulations, FORVIA Group may be the "Personal Data Controller" of its Personal Data, in particular for the Personal Data of its clients and / or its employees, or processes Personal Data for its clients (as a "Personal Data processor").
- 24.1.4** For the purposes of the Contractual Products and/or Contractual Services and except if the Purchase Order or the Particular Conditions state otherwise, if FORVIA Group 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, FORVIA Group retains full control over the Personal Data communicated to the Supplier.
- 24.1.5** It is expressly agreed that, under the contractual relationship and in the case of the processing of Personal Data, the Supplier shall act exclusively on behalf of FORVIA Group , on the basis of and in accordance with the stipulations of these Contract as well as the instructions of FORVIA Group. 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 FORVIA Group for its own needs or for the account of third parties.
- 24.1.6** Each Party shall carry out all the formalities required by the processing of Personal Data with the competent data protection authorities. Similarly, Parties will produce and document all relevant mandatory documents (internal records, etc.). The Supplier undertakes to provide FORVIA Group with all relevant information concerning formalities, internal or external records or any information necessary for the completion of their own formalities and internal documentation (if applicable: risk analysis, data protection impact assessment, etc.) or to demonstrate compliance to applicable data protection regulation.
- 24.1.7** The Supplier undertakes to strictly follow the provisions of all specific agreements relating to Data Protection matters, such as any eventual "Controller to Processor Agreements" or "Processor to Processor Agreements" signed between the Provider and FORVIA Group.
- 24.1.8** If the "EU General Data Protection Regulation" n°2016/679 is applicable, 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 such regulation.
- 24.1.9** The Supplier undertakes to cooperate in the most efficient manner with Faurecia 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 Faurecia (or Faurecia's clients). The Supplier informs immediately FORVIA Group of any complaint sent to the Supplier by any data subject.
- 24.1.10** The Supplier undertakes also to take into account immediately any request from FORVIA Group to allow the data subject concerned to exercise his rights. It also undertakes to provide FORVIA Group with all relevant information enabling it to justify to the data subject the implementation of his rights. The Supplier also shall provide FORVIA Group with all relevant information concerning the recipients of the Personal Data so that the latter is able to inform the data subject by the processing of said Personal Data and to respond to their requests.
- 24.1.11** If Personal Data came from Faurecia S.E.. 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 from FORVIA Group to third countries.

24.1.12 The Supplier shall inform FORVIA Group at any time, at the request of FORVIA Group, of the geographical locations of the processing, storage and transit of the Personal Data which have been transmitted to the Supplier.

24.1.13 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 FORVIA Group to meet the requirements and requests of the data protection authorities.

24.2 Data Security/Cyber Security

24.2.1 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 FORVIA or which FORVIA 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.

24.2.2 For this purpose, the Supplier undertakes to:

- a) Ensure the security of its information systems in accordance with the state of the art and at least sufficient for the performance of the Contractual Products and/or Contractual Services and/or Equipment;
- b) Provide FORVIA with the security policies (physical or logical) set in place and justify to FORVIA, on first demand, the level of competence and organizational and technological control by producing any recognized qualification, authorization or certification (ISO 27001, etc.), and in particular: technical documentation, the results of yearly risks analysis and tests of the efficiency of the security of the information;
- c) Comply with FORVIA's security policies, security standards and security procedures;
- d) Encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art;
- e) 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.
- f) Secure the exchange of Personal Data (encryption, authentication) with FORVIA or with FORVIA's clients, so that they cannot be exploited by an unauthorized third party.
- g) 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.
- h) Secure the exchange of Personal Data (encryption, authentication) with our Company or with our Company's clients, so that they cannot be exploited by an unauthorized third party.

24.2.3 The Supplier undertakes to ensure that all Contractual Products and/or Contractual Services provided and/or Equipment supplied to FORVIA, 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 FORVIA's Personal Data or information system or the Personal Data of FORVIA's clients or their information systems.

- 24.2.4** The Supplier undertakes, as soon as a new Vulnerability in the Contractual Product and/or Contractual Service provided and/or the Equipment supplied has been identified by itself, their Subcontractor, any third party or via a public information, to inform immediately FORVIA 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 Contractual Service provided and/or the Equipment, or the security of FORVIA's Personal Data or information system or the Personal Data of FORVIA's clients or their information systems. The solution must be provided by the Supplier as soon as possible considering the type of Vulnerability.
- 24.2.5** 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.
- 24.2.6** 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 our Company related to such Cyber Security Event.
- 24.2.7** 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 FORVIA 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.
- 24.2.8** 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.
- 24.2.9** 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.

24.2.10 Supplier shall indemnify and hold Company 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 labor, professional and other legal fees and other costs associated with Company's administrative time, labor 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.

24.3 Personal Data breach

24.3.1 If the Supplier suffers from a security incident or a Personal Data breach of FORVIA's Personal Data (or the Personal Data of FORVIA's clients), the Supplier undertakes to immediately alert Faurecia 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.

24.3.2 The Supplier undertakes to help FORVIA, 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, it will have to:

- Assist FORVIA regarding any legal or regulatory formalities;
- Provide all the relevant information to FORVIA 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 FORVIA on these Personal Data violations to regulators, the media, FORVIA, Customers or the data subjects concerned.

24.4 Personal Data deletion

24.4.1 During the term of the Contract or at the end of it, the Supplier must, at the request of Faurecia, delete and/or return without delay to FORVIA all or part FORVIA's Personal Data or the Personal Data of FORVIA's clients and deletes existing copies unless, European Union or Member State law or other country law requires otherwise.

24.4.2 The deletion is 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.

24.4.3 The Supplier will ensure that its Subcontractors do the same within a reasonable time and must provide proof to FORVIA.

24.5 Subcontractors

24.5.1 Any Subcontractor hired by the Supplier shall be compliant with subcontracting principles set by the Supplier on the processing of Personal Data and, in particular, the principles shall stipulate that all the same Data Protection obligations, standards and security policies as set out in the Contract and specifically in this Article 4.

24.5.2 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.

- 24.5.3** The Supplier shall be responsible for the performance by the Subcontractor of the obligations set out in this Article regarding the processing of Personal Data and security.
- 24.5.4** The Supplier maintains a list of Subcontractors processing FORVIA's Personal Data or the Personal Data of FORVIA's clients. This list will be updated at least once a year.

25. SAMPLES, PROTOTYPES, TOOLING, PROVIDED MATERIALS

- 25.1** 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 Faurecia. The transfer of ownership, title and risks shall be determined in accordance with Article 21.

25.2 Provided Materials and Equipment

- 25.2.1** If FORVIA 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.
- 25.2.2** If our Company makes Materials and Equipment available to the Supplier free of charge these Materials and Equipment shall remain the property of our Company and the Supplier is obliged to examine the Material provided by our 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 our Company within one working day.
- 25.3** Supplier shall be restricted in its use of any Tooling or Equipment such that Supplier may only use such Tooling or Equipment solely for purposes of performing its obligations to our Company or our Company's Customer under the applicable Purchase Order. 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.
- 25.4** 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 our 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.
- 25.5** The processing of the Materials provided by our Company takes place always on behalf of our Company. If the value of the Materials provided by our 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 our Company and otherwise they shall be jointly owned by our 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 our Company with the unrestricted ownership, free from encumbrances whatsoever, with delivery of the Products.
- 25.6** As the custodian of the Provided Materials and/or Equipment, the Supplier will protect the Provided Materials and/or Equipment against the risks of loss, theft, damage or destruction. As a prudent and careful user, the Supplier will keep the Provided Materials and/or Equipment in good working order and will be responsible for any extraordinary wear and tear or deviations in the manufacturing process. The Supplier will inform FORVIA, 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.

26. TERMINATION

26.1 Ordinary termination

26.1.1 Unless otherwise restricted by law, FORVIA shall be entitled to terminate this Contract partially or entirely in writing by letter with acknowledgment of receipt at any time without a statement of grounds with a reasonable termination notice period of at least three (3) months.

26.1.2 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.

26.1.3 In case 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 our Company's instructions regarding the protection, transfer, and disposition of title to and possession of such work and materials.

26.2 Termination in the event of breach of contract

26.2.1 If the Supplier breaches material provisions of the Contract, our Company will ask the Supplier in writing by letter with acknowledgement of receipt to cease the breach and to remedy its substantial consequences, in particular 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.

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

26.2.2. Our Company may immediately terminate, in whole or in part, any Purchase Order if our Company determines, in its sole discretion, that Supplier has breached its obligations to perform in compliance with our Company's Code of Ethics, QAA and related policies. In such a case, Supplier shall be liable for all costs, damages and expenses caused by or resulting from such default.

26.3 Termination due to Customer Termination

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

26.3.2 If for any reason whatsoever, the Customer ends the delivery contract with our Company for the program for which the Contract is entered into, our Company shall be entitled to terminate the Contract by letter with acknowledgment of receipt. The notice period shall be three (3) months following receipt of the letter, however, in no event shall it be longer than the notice period that the Customer must comply with under the delivery contract.

26.4 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) continuous months, the Contracting Party not prevented by the event of Force Majeure from executing its contractual duties may terminate the Contract without any liability whatsoever and without any payment or compensation, upon written notice by letter with acknowledgment of receipt to the prevented Contracting Party. Such termination shall take effect immediately upon receipt of the notice of termination.

26.5 Termination in the event of “Change of Control”

Our Company shall be entitled to terminate the Contract in writing by letter with acknowledgment of receipt 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.

27. 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 of 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 our Company, deliver to our 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.

28. SPARE PARTS

- 28.1** 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 our Company. Without limiting the foregoing, the Supplier shall supply our Company with spare parts, at any time, on simple request of our Company and throughout the term of the Contract and for the additional period during which the Customer is likely to order spare parts from our Company.
- 28.2** 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 28.1.
- 28.3** 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 our Company provided that sufficient evidence of such conditioning and transportation costs are provided by the Supplier to our Company.

29. FORCE MAJEURE; EXCUSABLE DELAY

- 29.1** 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.
- 29.2** Each Contracting Party shall promptly inform the other Contracting Party of the existence of Force Majeure and take the necessary measures in order to keep the negative effect to a minimum.

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.

During any delay or failure of the Supplier to perform due to Force Majeure, our 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.

- 29.3** 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.
- 29.4** 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 a 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.
- 29.5** Without limiting Supplier's obligations hereunder, in the event of any supply allocation, including as a result of a Force Majeure Event, Supplier shall give preference to our Company for all of the Contractual Products and dedication of persons for the delivery of the Contractual Services ordered under any Purchase Order.

30. COMPANY'S WEBSITE

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

31. APPLICABLE LAW - JURISDICTION

- 31.1** Japanese law shall apply excluding the provisions on conflicts of law and with exclusion of the provisions of the United Nations Convention on the International Sale of Goods.
- 31.2** The Contracting Parties shall endeavour to amicably resolve differences of opinion with respect notably to the interpretation, performance or termination of the Contract prior to initiating a mediation proceeding or filing a suit in the court as provided in Article 31.3.
- 31.3** The Contracting Parties agree that disputes, even in case of warranty claim or multiple defendants, not resolved amicably shall be exclusively filed before the Tokyo District Court, Japan, as exclusively agreed jurisdictional court in the first instance.

32. GENERAL PROVISIONS

32.1 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 our 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 our 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.

32.2 Assignment of claims

The Supplier shall not be entitled to assign claims or to provide claims as security arising from this Contract to third parties without the prior written consent of our Company. If the Supplier assigns claims or provides claims as security without the necessary consent, our Company can, at its discretion, render performance to the Supplier or the relevant third party with obligation-discharging effect.

32.3 Set-off and retention

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

32.4 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 our 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 Products and Services.

32.5 Transfer of the Contract

Our Company is entitled to assign in whole or in part this Contract to its Affiliated Companies or to any third party that acquires the relevant portion of our Company or of its Affiliated Companies. The Supplier shall be entitled to terminate the Contract 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.

The Supplier shall be entitled to assign this Contract in whole or in part subject to the prior authorisation of our Company.

32.6 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.

32.7 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.

32.8 Proof of origin

The Supplier has to provide its long-term-supplier's declaration for Contractual Products having preferential origin as per Council Regulation (EC) No. 1207/2001 and the applicable addenda or other law and regulations to our Company on an unsolicited basis when our Company requests. 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 our Company and send a new long-term supplier declaration on an unsolicited basis.

32.9 Notices

32.9.1 Upon start of its trade with our Company, the Supplier shall report information asked by our Company in a format of our Company's designation.

32.9.2 The Supplier shall notify in prior to our Company in the event of the following:

- when there is a change to the reported information submitted to our Company
- in the event of the Supplier's corporate division, merger, capital increase, capital reduction, dissolution, transfer or loan of a part or the entirety of business, and other conditions that will or may bring material change to the Supplier's asset or business conditions.

32.9.3 In addition to the Article 29.9, the Supplier shall cooperate with our Company through submission of investigation report, etc. concerning issues asked by our Company in the format of our Company's designation.

32.10 Elimination of Anti-Social Forces

32.10.1 In the event the Supplier corresponds to any one of the following regardless of whether as an individual or organization, our Company may terminate a part or the entirety of this contract or an Individual contract without notice:

- When the Supplier is, or was in the past, a criminal organization, member of a criminal organization, affiliated with a criminal organization, corporate extortionist, or other antisocial group (hereinafter referred to as "Anti-Social Force")
- When the Supplier's representative, manager or the party that holds the management right in essence is, or was in the past, an Anti-Social Force.
- When the Supplier's representative, manager or the party that holds the management right in essence provided capital to an Anti-Social Force, or is close relationship with an Anti-Social Force, etc.
- When the Supplier's representative, manager or the party that holds the management right in essence is publicly admitted to have engaged in violent or intimidating criminal conduct and brought to the attention of general public through media report, or when [Supplier's representative, manager or the party that holds the management right in essence] is related to such a person
- When a party contracted by the Supplier for performance of this contract or Individual Contract corresponds to any one of the categories listed in the four previous sections
- When the Supplier directly or through a third party conveys to our Company that it is a member of an Anti-Social Force or that its affiliate is an Anti-Social Force
- When the Supplier directly or through a third party commits fraud, violence or threat against our Company
- When the Supplier directly or through a third party damages reputation or credit, etc. of our Company or engages in a conduct that may result in the same
- When the Supplier directly or through a third party impairs our Company's business or engages in a conduct that may result in the same

32.10.2 In the event our Company terminates a part or the entirety of this contract or an Individual Contract pursuant to the previous paragraph, our Company shall not be liable to compensate any of the Supplier's losses.

32.11 Language

This GPC has been prepared in the English language; provided, however, that a Japanese translation thereof for reference may be prepared. In the event of any inconsistency or difference between the English version and the Japanese translation, the English version shall prevail in all respects.