

AURIA SOLUTIONS BELGIUM BVBA
GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

January 2026 Version

1. Conclusion; Offer; Acceptance; Exclusive Terms.

A. Each purchase order (as amended), together with these General Terms and Conditions (“Order”), constitutes an offer by Auria Solutions Belgium BVBA or its applicable Branch or subsidiary identified as the “Invoice To” party on the front of the Order (“**Buyer**”) to the party to whom this Order is addressed and its applicable Affiliates and subsidiaries (“**Seller**”) to enter into the agreement described herein, and shall constitute the full and exclusive statement of such offer and agreement. An Order does not constitute acceptance by the Buyer of any offer or proposal from the Seller, whether in the Seller’s quotation, acknowledgement, invoice or otherwise. In the event that any document issued by the Seller is deemed to be an offer, that offer is expressly rejected and replaced in its entirety by the offer comprising the Order.

B. A contract is formed when the Seller accepts the Buyer’s offer. Any Order shall be deemed to have been accepted by the Seller upon dispatch of goods, performance of services, commencement of work on goods, written confirmation or any other conduct by the Seller acknowledging the existence of a contract in respect of the Order.

C. Acceptance is expressly limited to these Terms and Conditions and to the terms and conditions expressly referred to in the Order. Any additional or deviating terms proposed by the Seller shall not constitute a rejection of the Order. No purported acceptance of an Order on terms that amend, supersede, supplement or otherwise modify these Terms shall be binding on the Buyer, and such terms shall be deemed to have been rejected and superseded by these Terms, unless the terms proposed by the Seller have been accepted in a physically signed document (a “**Signed Document**”) by the Buyer’s Vice President or his or her authorised representative (collectively, “**Buyer’s Authorised Representative**”), notwithstanding the acceptance of or payment for any consignment of goods or similar act by the Buyer. Any reference in the Order to any document issued by the Seller is made solely for administrative purposes or to incorporate the descriptions or specifications of the Goods (but only to the extent that such descriptions or specifications do not conflict with the descriptions and specifications in the Order).

D. In the event of any conflict between the Order and any prior or contemporaneous agreement or document exchanged between the Buyer and the Seller, the Order shall prevail.

E. The Seller acknowledges and accepts that, except where Auria Solutions Belgium BVBA is expressly designated as the Buyer (i.e. the “Invoice To” entity) on the Order, no Order constitutes or may be interpreted as a guarantee or other assurance by Auria Solutions Belgium BVBA of any obligations or liabilities of any Buyer named on an Order

Order.

2. **Applicability of general terms and conditions.**

A. These terms and conditions, as amended from time to time (the “**Terms and Conditions**”), are incorporated into and form part of every Order. These General Terms and Conditions apply to the purchase by the Buyer of all goods and/or services, as applicable, from the Seller as described on the front of each Order (collectively, “Goods”) or in any document expressly referred to on the front of an Order in which such Goods are described. The term “Goods” in these General Terms and Conditions includes, without limitation, raw materials, components, sub-assemblies, tooling, moulds, equipment and finished products, and all services, whether or not performed in connection with any of the foregoing items. Certain Terms and Conditions apply only to certain types of Goods, but only if expressly limited to those types of Goods.

B. These General Terms and Conditions apply to all Suppliers under an Order, including, without limitation, any Supplier who is a Directed Supplier. A “**Directed Supplier**” is a Supplier from whom the Buyer has been requested or recommended to purchase Goods at the direction or suggestion of the Buyer’s customer and/or the end-user Original Equipment Manufacturer (“OEM”) customer, if different (collectively, the “Customer”) (including through co-sourcing arrangements), or where, as a result of a product description, specification or other restriction imposed by the Customer, the Buyer is restricted to that Seller for the required Goods. Any Supplier who is a Targeted Supplier acknowledges the applicability of these General Terms and Conditions and agrees to be bound by them, including, but not limited to, the requirements for World Class Suppliers under Clause 7.2 of these General Terms and Conditions and the payment terms under Clause 34.

C. Each Order also incorporates by reference the Buyer’s Supplier Requirements Manual, EDI Specifications, Logistics Requirements, Customs Requirements, Packaging Guidelines, Code of Conduct and Code of Ethics, Information Security Policy, the Auria Additional Services Terms, and all other manuals, guidelines, policies, specifications, terms and requirements available from time to time under the heading “Information for Suppliers” accessible via supplier links on the Buyer’s website at www.auriasolutions.com or any successor website (together, the “**Web Guidelines**”). All Web Guidelines shall, as far as possible, be interpreted as consistent with and cumulative to these Terms; provided, however, that if such an interpretation is unreasonable

, these Terms shall prevail in the event of any conflict. The Buyer may at any time amend any Web Guidelines or add additional Web Guidelines by announcing such amended or new Web Guidelines via supplier links on the Buyer's website at www.auriasolutions.com or a successor website at least ten

(10) days before the amended or new Web Guidelines come into force. The Seller shall review the Buyer's website and the Web Guidelines periodically. The Seller's continued performance under the Order without written notice to the Buyer in accordance with clause 444 detailing the Seller's objection to amended or new Web Guidelines prior to the effective date of such amended or new Web Guidelines shall be deemed to constitute the Seller's acceptance of these amended or new Web Guidelines.

D. The Terms and Web Guidelines applicable to any Order shall be those in force on the date of issue stated on the latest Order or Order Amendment applicable to such Order, in which case the Terms and Web Guidelines shall apply in their entirety to such Order, as amended.

E. No exception to, deviation from or waiver of these General Terms and Conditions shall be valid or binding on the Buyer unless stated on the front of an Order or Order Amendment or made in a signed Written Document by the Buyer's authorised representative.

3. Documents Used in Purchasing. The following documents may be used by the Buyer as part of the Buyer's purchasing process. Unless otherwise (i) expressly provided in any of the following documents listed in subsections A to F that has been signed by the Buyer's authorised representative or (ii) expressly provided on the front of the Order, the Order supersedes all such documents in their entirety.

A. Long Term Agreement ("LTA"). This is an agreement relating to price reductions which, in some cases, is also used as an indicator of eligibility for a quotation for certain items.

B. Supply Agreement ("SA"). This is an agreement setting out the terms of the relationship between the Seller and the Buyer, including agreed price adjustments, and which in some cases is also used as an indicator of eligibility for a quotation for certain goods. These General Terms and Conditions (including, but not limited to, the provisions regarding the Seller's World Class suppliers and the Buyer's termination rights) apply to all purchases of Goods by the Buyer from the Seller under such a Supply Agreement, unless expressly provided otherwise therein.

C. Request for Quotation, Proposal or Information ("RFQ"). This is an initial step towards the potential generation of an offer from the Buyer to the Seller, which is set out in an

Order. It may contain Volume and Duration Forecasts (see Article 6) and specifications for the Goods being quoted.

D. Engineering Change Notice (“ECN”). This is an alternative initial step towards the potential generation of an offer from the Buyer to the Seller that is included in an Order. It may contain volume and duration forecasts (see Chapter 6) and specifications for the Goods being offered.

E. Quotation. Following the RFQ or ECN, this is generally the next step in generating the Buyer’s quotation to the Seller, which is incorporated into the Order. The Quotation may also contain Volume and Duration Forecasts (see Chapter 6) and may refer to expected prices.

F. Order. The Order describes the Goods being purchased, states the name and address of the Buyer and the Seller, and incorporates these General Terms and Conditions. In accordance with Article 1, each Order constitutes the Buyer’s offer to the Seller to enter into the agreement it describes and is the full and exclusive statement of that offer and agreement. Each Order is either a Spot-buy Order, a Blank Order or an Order based on a demand contract, depending on the quantity and duration as stated on the Order document. A Spot-buy Order is a one-off Order for a specific quantity of Goods. A Blank Order is an Order for Goods in accordance with the fixed quantities and delivery schedules specified in Releases issued by the Buyer in accordance with the Order. A Call Order is an Order for all or a specified portion of the Buyer’s requirement for Goods for a specified period in accordance with the fixed quantities and delivery schedules specified in Releases issued by the Buyer in accordance with the Order. All references to an Order refer to the original Order, as amended by any Order Amendments issued by the Buyer.

G. Release. This is a schedule in which the Buyer (i) specifies the fixed quantity of Goods that the Seller is required to deliver to the Buyer at least weekly, (ii) authorises the manufacture of materials and/or (iii) authorises the purchase of raw materials/components, each for the period stated therein. The Release specifies the fixed quantity of Goods and/or the fixed quantity of raw materials/components, as applicable, for which the Buyer is liable to the Seller and which the Seller is obliged to deliver to the Buyer for the period specified therein. The Release may also provide a forecast of the quantity of Goods to be ordered in excess of the fixed quantity. The forecast is not binding on the Buyer.

H. Order Amendment. This is an amendment to the Order issued by the Buyer on the Buyer’s purchase order form via the Buyer’s standard purchasing protocol to reflect a change or adjustment to the Order. If an Order Amendment has the same purchase order number as the original Order, it is still considered an amendment to the original Order and not a new Order. If Releases issued under an Order have the same purchase order number as an

Order, they shall not be considered an amendment to that Order and are intended solely as Releases under that Order.

4. **Term.** Unless a different end date is stated on the front of the Order or an Order Amendment, and subject to the Buyer's termination rights, the term of the Order shall be the period commencing on the issue date stated on the front of the Order or Order Amendment and continuing for the duration of the production life of the applicable OEM vehicle programme(s) for which the Goods covered by this Order are supplied (including model refreshes and programme expansions or reductions) as determined by the relevant OEM customer. The Seller's obligations regarding service and replacement parts shall remain in force following the termination or expiry of the Order or an amendment to the Order. If the Seller manufactures and/or supplies Goods to the Buyer pursuant to Releases issued under an expired Order, the terms of the expired Order shall continue to apply until the expired Order is replaced by a new Order, or by another written agreement between the Buyer and the Seller, for such Goods.

5. **Quantity.**

A. The quantity applicable to each Order is specified on the front of the Order. The specified quantity may be up to one hundred per cent (100%) (or "all") of the Buyer's requirement for the Goods. For all Blank Orders and Contractual Requirements Orders, the Buyer shall issue a Release (see Clause 3.G) to specify the quantities required for the identified delivery dates and delivery locations. The Seller acknowledges and agrees that, notwithstanding any provisions to the contrary in an Order, the Seller is obliged to supply Goods to the Buyer in at least the quantity and for at least the period specified in a Release. A Release shall specify a fixed quantity of Goods and/or a fixed quantity of raw materials/components for which the Buyer shall be liable in the event of termination (see Article 18.B). 18.B). Releases may contain volume and duration forecasts (see Article 6.B). 6), but Releases are only binding on the Buyer for, and the Buyer shall have no obligation or liability beyond, the quantity specified as fixed in the Release. The Seller acknowledges and agrees to accept the risk associated with the lead times of the various components if these exceed the fixed release quantities provided by the Buyer.

B. Unless the Order specifically stipulates that the Seller must produce one hundred per cent (100%) of the Buyer's requirements for the Goods, the Buyer shall be entitled to obtain part of such Goods from another third-party source or from the Buyer's internal resources.

6. **Volume and Duration Forecasts.** From time to time and in connection with quotations, requests and Orders, the Buyer may provide the Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the duration of a programme ("**Volume and Duration Forecasts**"). Volume and Duration Forecasts, unlike a

fixed-quantity Release, are not binding on the Buyer. Nor do they constitute evidence of a contract of requirement. The Seller acknowledges that the Volume and Duration Forecasts, like all other forward-looking forecasts, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they are made or subsequently. The Buyer makes no representation, warranty, guarantee or undertaking of any kind, whether express or implied, in relation to any Volume and Duration Forecasts or other estimates, predictions or projections provided to the Seller, including in relation to their accuracy or completeness. The Seller accepts that the Volume and Duration Forecasts may not be accurate and that the actual volume or duration may be less or more than the forecasts. The Seller acknowledges that this risk, and the potential reward, is an aspect of the automotive industry.

7. **Requirements for world-class suppliers.** The Seller must supply competitive world-class Goods in terms of *cost* (see Chapter 8), *quality* (see Article 9), *delivery* (see Article 110), *technology* (see Chapter 11) and *customer support* (see Chapter 12). Any reference to a World Class Supplier in these General Terms and Conditions and in any other document or agreement between the Buyer and the Seller incorporates by reference each of the foregoing elements (cost, quality, delivery, technology and customer support) and all terms, conditions and requirements relating to such elements in these General Terms and Conditions. If the Supplier fails to meet the requirements of a World Class Supplier, this shall constitute grounds for the immediate termination of the Order by the Buyer pursuant to Clause 18.A. of these Terms. 18.A.

8. **Costs.**

A. The prices for Goods set out in the Order may not be increased, including increases based on changes in the cost or availability of raw materials, components, labour, logistics, energy or services, overheads or fluctuations in exchange rates, unless expressly agreed by the Buyer in an Order amendment or in a signed written document from the Buyer's authorised representative.

B. The Seller agrees that any price reduction implemented by the Seller for Goods or related costs shall apply to all shipments of such Goods under the Order or an Order Amendment from and including the date of implementation of the price reduction by the Seller.

C. The Seller shall ensure that the price charged to the Buyer for the Goods remains competitive with the price for similar goods available to the Buyer from other suppliers.

D. The Seller agrees to participate in the Buyer's cost-saving and productivity programmes and initiatives and to implement the Seller's own cost-saving and productivity programmes and initiatives in order to reduce the Seller's costs.

E. All taxes, duties, levies or other charges of any nature whatsoever imposed by any state, local, foreign or other governmental authority which the Seller is obliged to collect or pay in connection with the production, sale, purchase, delivery, storage, processing, use, consumption, shipment, import or export of goods or materials or components used by the Seller in connection with the performance of the Order shall be the responsibility of the Seller. The Seller agrees to pay all such taxes, duties, levies or other charges and further agrees to reimburse the Buyer for any such payments made by the Buyer.

9. Quality.

A. The Seller must comply with all quality requirements of the Buyer and all quality requirements of the Buyer's Customer, including, but not limited to, the applicable schemes relating to ISO 9001 (minimum requirement) or IATF 16949 (preferred requirement), ISO 14001 (or their current successors or equivalents), and the various OEM End of Life Vehicle ("ELV") reporting and other requirements, in each case as amended or updated from time to time.

B. The Seller agrees to participate in the Buyer's quality and development programme(s) and to comply with all quality requirements and procedures specified by the Buyer, as revised from time to time. Subject to the Buyer's assessment of liability, the Seller may be held liable for all costs associated with the investigation of quality issues, containment and corrective actions relating to Goods supplied by the Seller to the Buyer (including third-party activities identified and initiated by the Buyer). The Seller is obliged to provide all reasonable support requested by the Buyer to immediately address and rectify issues relating to the quality of the delivered Goods. The Seller shall make additional resources available, if necessary and as identified by the Buyer, to support product development, process development, validation (including but not limited to AIAG standards, Level 3 (or current equivalent) PPAP), production launch, or any issue that may jeopardise the success of the manufacture or assembly of the Goods or of the Customer's relevant programme.

C. The Seller must ensure that the total (shared and dedicated) equipment and plant capacity are sufficient to meet the Buyer's requirements. Ongoing capacity analysis must take into account, at a minimum: downtime variation, downtime, maintenance and other customer requirements. Each production process must successfully complete a Run-at-Rate. The Run-at-Rate must demonstrate that the Seller's production process can produce at least a daily quantity of Goods of acceptable quality in less than 24 hours to meet the Seller's Capacity Planning Volume ("CPV"). The Buyer is not obliged to pay the Seller any additional costs provided that the released quantities do not exceed the Seller's CPV. The requirement for capacity and the CPV does not constitute a volume, programme or other obligation on the part of the Buyer.

D. The Seller is responsible for all sub-tier suppliers of goods or services. The Seller must maintain adequate development, validation, launch and ongoing monitoring to ensure that all Goods delivered to the Buyer comply with all specifications, standards, drawings, samples and descriptions, including, but not limited to, quality, performance, fit, form, function and appearance, under the Order.

E. For all Goods, the Seller shall, in addition to all other applicable warranties, provide the warranties set out in Article 13.

10. Delivery.

A. Deliveries must be made in quantities and at times as specified in the Order or in releases provided by the Buyer. The time and quantity of delivery are of the essence for every Order. The Seller must comply with the shipping instructions set out in the Order or the releases. The Buyer is not obliged to pay for Goods delivered to the Buyer in excess of the fixed quantities and delivery schedules specified in the Buyer's Release Orders or a Spot-buy Order. The Buyer is only obliged to pay for Goods and services actually received from the Seller. The Buyer may alter the frequency and/or quantity of the scheduled deliveries or order the temporary suspension of the scheduled deliveries. Upon each delivery, the Seller is deemed to have made the representations, warranties and covenants regarding its financial and operational condition as set out in Article 15 of these Terms and Conditions. 15.

B. Any additional shipping costs and/or other related costs necessary to comply with the delivery schedules set out in the Releases shall be borne entirely by the Seller, unless the delay or costs were solely the result of the Buyer's negligence and the Seller notifies the Buyer of a claim against the Buyer within ten (10) days of the occurrence of the alleged negligent act by the Buyer giving rise to such a claim.

C. Notwithstanding any delivery terms, Incoterms or similar language on the face of the Order or any agreement regarding payment of freight charges or place of delivery, for the purposes of determining the transfer of title and risk of loss in respect of any Goods, delivery shall not have taken place and title and risk of loss shall not have passed to the Buyer until the Goods have been delivered to the Buyer's "Ship To" location identified on the face of the Order and have been accepted at that location.

11. Technology

A. If the Buyer has provided or supplied the Seller with designs, drawings, specifications, blueprints or other materials containing proprietary information, the Seller shall not disclose or use such designs, drawings, specifications, blueprints or other materials, including copies thereof, for the benefit

the Seller or others, unless the Buyer has approved them on an Order or Order Amendment or in a signed Written document from the Buyer's authorised representative.

B. The Seller expressly warrants that all Goods covered by any Order do not infringe any patent, trade mark, copyright or other intellectual property of a third party. The Seller (i) agrees to defend, indemnify and hold harmless the Buyer and its Customers against all claims, demands, losses, lawsuits, damages, liabilities and costs (including actual fees for lawyers, experts and advisers, settlement costs and judgments) arising from any lawsuit, claim or action for actual or alleged direct or indirect infringement of, or inducement to infringe, any local or foreign patent, trademark, copyright or other proprietary right arising from the manufacture, use or sale of the ordered Goods, including infringement arising from compliance with specifications provided by the Buyer or for actual or alleged misuse or misappropriation of a trade secret as a direct or indirect consequence of the Seller's actions; and (ii) waives any claim against the Buyer and its Customers, including any indemnity or similar claim, known or unknown, contingent or latent, in any way related to a claim against the Seller or the Buyer for infringement of any patent, trade mark, copyright or other proprietary right, including claims arising from compliance with specifications supplied by the Buyer. The Seller hereby assigns to the Buyer all rights, claims and interests in and to all inventions, trade marks, copyrights and other intellectual property rights in any material created for and paid for by the Buyer under any Order. Technical information and data provided to the Buyer in connection with any Order shall be disclosed on a non-confidential basis.

C. The Seller expressly warrants that all copyrighted works of original authorship (including, but not limited to, computer programs, technical specifications, documentation and manuals), ideas, inventions (whether or not patentable, patented), know-how, processes, compilations of information, trade marks and other intellectual property (collectively referred to as **the** "Products") are original to the Seller and do not contain any intellectual property (including copyright, patents, trade secrets, mask works or trade mark rights) of third parties.

D. All Products created during the performance of an Order (separately or as part of Goods), and all intellectual property rights in Products, are the property of the Buyer and not of the Seller. The Seller agrees that all works of original authorship created by the Seller in connection with any Order are "works made for hire" or similar under the applicable intellectual property laws. To the extent that the Seller is the legal owner of any intellectual property rights in the Products, the Seller hereby assigns all rights, claims and interests, including copyright and patent rights, in such Products to the Buyer. The Seller shall perform (or cause to be performed) all further acts and deeds and execute and deliver (or cause to be executed or delivered) all further documents required by applicable law or as the Buyer

reasonably requests, in order to give the Buyer the full benefit of all rights, claims and interests transferred to the Buyer under this clause.

E. The Seller grants the Buyer an irrevocable, non-exclusive, worldwide licence, with the right to grant sub-licences to Affiliates, to use all technical information, know-how, copyrights and patents owned or managed by the Seller or its Affiliates for the purpose of manufacturing, having manufactured, using and selling Goods supplied by the Seller in connection with an Order. The licence shall take effect from the first delivery of Goods under the Order. For a period of two (2) model years from the first delivery of Goods by the Seller in connection with the Order, the Buyer shall pay the Seller a “reasonable royalty” for this licence, which the Seller acknowledges is included in the price paid by the Buyer to the Seller for the Goods. In the event that the Buyer procures the Goods from a party other than the Seller as a result of the termination of all or part of an Order due to the Seller’s insolvency pursuant to Clause 16 or the Seller’s breach pursuant to Clause 18.A., the Buyer’s licence shall be royalty-free, fully paid up, permanent and irrevocable. In the event that the Buyer procures the Goods from a party other than the Seller for any other reason whatsoever, the Buyer shall pay the Seller a “reasonable royalty” for a period of two (2) model years from the date of the first delivery of the Goods by the Seller, and thereafter the Buyer’s licence shall be royalty-free, fully paid up, permanent and irrevocable.

F. The Seller shall ensure that all of the Seller’s subcontractors have written contracts with the Seller that are in accordance with the terms of this Article 11 to ensure that the protection required by the Buyer from the Seller is also received from the subcontractors for the benefit of the Buyer and the Seller.

12. Customer service.

A. The Seller shall support all of the Buyer’s supplier initiatives and assist the Buyer in complying with its Customers’ initiatives, including providing such information or disclosures, complying with such requirements, standards, policies or laws, certifying such compliance and doing all other things that the Buyer deems necessary or desirable and within the Seller’s control to enable the Buyer to comply with the Buyer’s obligations under the terms and conditions of the Buyer’s Customers (“**Customer Terms**”). The Seller acknowledges that it is familiar with the automotive industry and the applicable Customer Terms. Upon the Seller’s written request, the Buyer shall cooperate with the Seller to explain to the Seller all applicable Customer Terms.

B. The Seller acknowledges that the Buyer may incorporate the Goods into goods or services which the Buyer sells to its Customer. The Seller agrees, as part of the consideration hereunder, that it is bound, in favour of the Buyer, by the

applicable Customer Terms. If there is a conflict between the Customer Terms and any provisions of the Order, the Buyer shall have the right to choose to give precedence to the provisions of the Customer Terms to the extent necessary or desirable to resolve such a conflict. The Seller indemnifies the Buyer against all claims and demands from the Buyer's Customer relating to or arising from the Seller's failure to comply with the Customer Terms and Conditions, including Customer Terms and Conditions that go beyond the requirements of or conflict with the terms of the Order.

13. Warranty.

A. The Seller expressly warrants that all Goods covered by any Order shall conform to all specifications, standards, drawings, samples or descriptions provided to or by the Buyer and with all industrial standards, laws and regulations applicable in countries where Goods or vehicles equipped with such Goods are to be sold, and that all Goods are merchantable, of good material and workmanship and free from defects. Furthermore, the Seller acknowledges that it is aware of the intended use by the Buyer and expressly warrants that all Goods covered by each Order are suitable and adequate for the specific purpose intended by the Buyer.

B. The Seller expressly warrants that, in respect of all Goods covered by the Order, the Seller shall transfer good title to the Buyer, free from all liens, claims or other encumbrances.

C. All warranties shall remain in force for the longer of (i) the period provided for by applicable law, or (ii) the warranty period provided by the Buyer to its Customer; provided, however, that the Buyer or its Customer, voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) in which the Goods, or parts, components or systems containing the Goods, to take corrective measures to address a defect or condition relating to motor vehicle safety or the vehicle's non-compliance with an applicable law, safety standard or directive, whether in connection with a recall campaign or any other customer satisfaction or corrective service action (a "**Remedial** Action"), the warranty shall continue for the period that may be required by the Buyer's Customer or the state, local or foreign government where the Goods are used or delivered, and the Seller shall fully comply with the requirements under Clause 13.I.

D. The warranty period for non-production goods shall be the longer of the following two periods: 1) two (2) years from final acceptance by the Buyer, 2) the period stated in the Seller's sales materials, or 3) the period agreed by the parties in a related agreement.

E. All warranties are intended to provide the Buyer with protection against all warranty claims made by the Customer against the Buyer. This includes, but is not

limited to, compliance with all warranties required by the Customer in respect of the relevant Goods or products into which the Goods are incorporated. All such warranties required by the Customer are incorporated herein by reference.

F. Any of the following communications shall constitute a notice of a breach of warranty under the Order: (i) any communication stating a defect, omission, claim of defect or other problem or quality issue with Goods sold under the Order; (ii) any communication to the Seller alleging that the Seller's Goods are in breach of a warranty or that the Seller is in default under the Order, and (iii) a termination by the Buyer under Clause 18.A of the Terms and Conditions. 18.A. Any such allegation of breach by the Buyer may only be withdrawn in writing by an authorised member of the Buyer's legal department.

G. To limit its liability, the Buyer may raise a full defence against any claim by a Customer that the Goods supplied by the Seller are defective, in breach of warranty, or otherwise fail to meet the applicable statutory or contractual requirements, as such a Customer may seek to hold the Buyer liable for problems caused wholly or partly by the Seller. The Seller and the Buyer agree that this defence is in the interests of both the Seller and the Buyer. The Seller hereby waives any argument that the Buyer's taking such action in any way limits the Buyer's right to bring a claim against the Seller for breach of warranty, contribution, indemnity or any other claim that may arise from or be related to the Customer's claim of defect, breach of warranty or otherwise.

H. In the event that the Seller wishes to participate in negotiations with the Buyer's Customer regarding any of the foregoing or any related legal proceedings or defence of such a claim, the Seller shall, in any event where the Seller receives a notice of default or claim for breach, promptly notify the Buyer of its request to participate in accordance with Clause 4.2 of these Terms and Conditions. 444.

I. Notwithstanding the expiry of the warranty period as set out in Clause 13.C or 13.D, the Seller shall nevertheless be liable for costs and damages in connection with the performance of a Remedial Action to the extent that such Remedial Action is based on a reasonable determination (including the use of statistical analysis or other sampling methodology) that the Goods do not comply with the warranties set out in the Order. Where applicable, the Seller shall pay all reasonable costs associated with determining whether a Remedial Action is necessary. The Buyer and the Seller agree that any Remedial Action relating to Goods for the Buyer shall be treated separately and distinctly from similar Remedial Actions concerning other Goods of the Seller; provided that such separate and distinct treatment is lawful and the Seller shall in no event fail to provide the Buyer with at least the same protection in respect of such Goods as the Seller provides to its other customers in connection with such similar Remedial Actions.

14. Modifications.

A. The Buyer reserves the right at any time to require, or to have the Seller make, changes to the Goods under an Order or Order Amendment, including, but not limited to, changes to the design (including drawings and specifications), materials, workmanship, methods of packaging and dispatch, and the date or place of delivery of the Goods covered by the Order, or to otherwise alter the scope of the work covered by the Order, including work relating to matters such as inspection, testing or quality control, and the Seller agrees to implement such changes immediately. Such changes shall be deemed not to affect the time of performance or the costs under the Order unless (i) the Seller notifies the Buyer in writing in accordance with Clause 4.2 of these Terms and Conditions. 444 of a claim for adjustment of the performance period or costs within ten (10) days of the Buyer notifying the Seller of the change and (ii) following verification of such a claim, the Buyer determines that an adjustment (upwards or downwards) is appropriate. Any such claim by the Seller for an adjustment to the performance period or costs under an Order must be solely and directly the result of the change specified by the Buyer, and notification of such a claim shall only be effective if accompanied by all relevant information sufficient for the Buyer to verify such a claim. Furthermore, the Buyer shall have the right to inspect all relevant documents, facilities, works or materials of

to verify a claim. The Seller shall take into account and inform the Buyer of the impact of a design change on the system in which the Goods covered by the Order are used. Nothing in this Article 14 shall relieve the Seller of the obligation to perform the Order as amended.

B. Without the Buyer's prior approval of an Order amendment or in a signed written document by an authorised representative of the Buyer, the Seller shall not make any changes to an Order or the Goods covered by the Order, including, but not limited to, changing (i) a third-party supplier to the Seller of services, raw materials or goods used by the Seller in connection with the performance of the Order, (ii) the place of business from which the Seller or such supplier operates, (iii) the location from which the Goods forming the subject matter of the Order are dispatched, (iv) the price of the Goods that are the subject of the Order, (v) the nature, type or quality of the services, raw materials or goods used by the Seller or its suppliers in connection with the Order; (vi) the fit, shape, function, appearance or performance of the Goods covered by the Order; or (vii) the method of manufacture, or any process or software used in the manufacture or supply of the Goods covered by the Order. Any changes made by the Seller to an Order or to the Goods covered by the Order without the Buyer's prior approval on an Order Amendment document or in a signed Written document from the Buyer's authorised representative shall constitute a breach of the Order.

15. Financial and operational position of the Seller.

A. The Seller represents and warrants to the Buyer on the date of each Order (such representations and warranties being deemed to be repeated on the date of the Seller's acceptance of each Release under the Order and at the time of each delivery under the Order) that it is not insolvent and pays all debts as they become due; that it complies with all loan covenants and other obligations; that all financial information provided by the Seller to the Buyer relating to the Seller is true and accurate; that such financial information is a fair representation of the Seller's financial position; and that all of the Seller's financial statements have been prepared in accordance with generally accepted accounting principles, applied uniformly and consistently.

B. The Seller shall permit the Buyer and its representatives to review the Seller's books and records relating to compliance with each Order and the Seller's general financial position, and agrees to grant the Buyer full access to all such books and records for that purpose upon the Buyer's request. The Seller further agrees to allow the Buyer to review the Seller's then-current information technology and security policies, architectures, standards, rules and procedures. The Seller agrees that, should the Seller encounter quality, delivery or operational issues in connection with an Order, the Buyer may, but is not obliged to, appoint a representative to be present at the Seller's facilities to observe the Seller's operations. The Seller agrees that, if the Buyer provides the Seller with any (financial or other) accommodation necessary for the Seller to fulfil its obligations under an Order, the Seller shall reimburse the Buyer for all costs, including fees of solicitors and other professionals, incurred by the Buyer in connection with such accommodation and shall grant the Buyer a right of access to use the Seller's business premises, machinery, equipment and other property necessary for the production of Goods covered by such an Order (and a charge to secure the right of access) under an access and security agreement.

16. Insolvency of the Seller. The Buyer may immediately terminate, unless prohibited by applicable law, all or part of any Order without any liability on the part of the Buyer to the Seller upon the occurrence of any of the following or any other similar or comparable event (each, a "Seller Insolvency"): (i) the insolvency of the Seller; (ii) the Seller's failure to provide the Buyer, without delay, with sufficient and reasonable assurance of the Seller's financial ability to meet the Seller's obligations under an Order in a timely manner; (iii) the filing of a voluntary petition for bankruptcy by the Seller; (iv) the filing of an involuntary petition for bankruptcy against the Seller; (v) the appointment of a receiver or administrator for the Seller; (vi) the execution of a transfer in favour of the Seller's creditors; or (vii) any concession by the Buyer (financial or otherwise) that is necessary for the Seller to fulfil its obligations under an Order.

17. Remedies for breach by the Seller.

A. The rights and remedies reserved to the Buyer in each Order, including, but not limited to, the right of access, recovery and inspection pursuant to Clause 23 of these Terms. 23 are cumulative with, and in addition to, any other or further remedies provided by law or in equity. Without prejudice to the generality of the foregoing, if the Seller or any Goods supplied by the Seller fail to comply with the warranties set out herein or fail to meet any of the conditions of a World Class Supplier under Article 7, the Buyer shall notify the Seller and the Seller shall, at the Buyer's request, indemnify the Buyer for all special, incidental and consequential damages caused by such a breach of warranty or non-conforming Goods, including, but not limited to, costs, expenses and losses incurred by the Buyer (a) in inspecting, sorting, testing, repairing or replacing non-conforming Goods or any system or component containing such non-conforming Goods; (b) as a result of production stoppages, (c) in carrying out Remedial Actions, and (d) in connection with claims for personal injury (including death) or property damage caused by such non-conforming Goods. At the Buyer's request, the Seller shall, at no cost to the Buyer, manage and process the warranty refund for non-conforming Goods in accordance with the Buyer's instructions. The Seller acknowledges and agrees that monetary damages would not be a sufficient remedy for any actual, anticipated or threatened breach of an Order by the Seller in relation to the supply of Goods to the Buyer and that, in addition to all other rights and remedies the Buyer may have, the Buyer shall be entitled to specific performance and to interim, provisional and permanent injunctive or other equitable relief as a remedy for such a breach, without proof of actual damage and without the requirement of a bond or other security.

B. Furthermore, notwithstanding the foregoing, the Seller acknowledges that the closure of the Customer's factory causes problems for which monetary compensation is not an adequate remedy. Whilst the costs of a factory closure can easily entail significant expenses, the damage to the Buyer's relationship with the Buyer's Customer due to potential loss of goodwill or business, and other damages that are equally difficult to quantify, is far more severe. In view of these risks, in the event of a breach or threatened breach by the Seller of any of the Seller's representations, warranties or covenants (including, but not limited to, any undertaking regarding being a World Class Supplier), the Buyer may, without notice to the Seller, source the manufacture of the Seller's Goods from another supplier or dual-source any of the Goods covered hereunder (i.e., have another supplier manufacture or be prepared to manufacture Goods currently manufactured by the Seller), in order to protect the Buyer and its Customers. This process of sourcing may take a considerable amount of time, and the Seller understands that, given the risks associated with the potential closure of the Buyer's Customer, the Buyer is entitled to initiate and carry out a sourcing change without prior notice to the Seller.

C. The Seller understands that relocating production during a programme, whilst undesirable, is part of the automotive industry and is a recognised risk for the Seller within the industry. Even the risk of the Seller's financial or operational uncertainty, in light of the enormous risks to the Buyer and the Buyer's Customer, is an example of a justifiable reason to relocate production without prior notice, and that any incidental or related activity by the Buyer is understandable and reasonable.

D. Notwithstanding anything to the contrary in an Order, the Buyer shall not release the Seller from any claim based wholly or partly on fraud or duress in connection with the Order or any breach or anticipated breach of the Order or any other Order between the Buyer and the Seller (even if that Order relates to other products).

E. A breach by the Seller or any of the Seller's subsidiaries or Affiliates under any contract or agreement with the Buyer or any of the Buyer's subsidiaries or Affiliates shall be deemed a breach of the Order and shall entitle the Buyer to exercise all available remedies.

18. Termination.

A. Buyer's Right to Terminate for Breach. The Buyer reserves the right to terminate immediately all or part of any Order, without any liability on the part of the Buyer to the Seller, if the Seller: (i) rejects, breaches or threatens to breach any of the terms of the Order, including, but not limited to, the Seller's warranties and World Class Supplier provisions; (ii) fails to perform or deliver Goods as specified by the Buyer; or (iii) fails to provide the Buyer with sufficient and reasonable assurance of the Seller's ability to fulfil any of the Seller's obligations under an Order in a timely manner, including, without limitation, the delivery of Goods; or if the Buyer terminates any other Order or contract between the Buyer and the Seller for breach in accordance with the terms of such other Order or contract (whether or not such other Order or contract relates to the Order). B. Buyer's Right to Terminate at Will.

(1) In addition to any other rights of the Buyer to terminate any Order, the Buyer may, at its sole discretion, immediately terminate all or part of an Order at any time and for any reason by written notice to the Seller.

(2) Upon receipt of a notice of termination in accordance with this Article 18.B(i), immediately cease all work under the Order; (ii) transfer and deliver to the Buyer the usable and marketable finished Goods, work-in-progress and raw materials/components that the Seller has produced or acquired: (ii) transfer and deliver to the Buyer the title to the usable and marketable finished Goods, work-in-progress

and raw materials/components produced or acquired by the Seller in connection with the Order, in relation to Services to be performed under the Order, or in accordance with agreed release amounts under the Order; (iii) satisfy any claims by subcontractors approved by the Buyer on the face of an Order or Order Amendment or in a signed Written document from the Buyer's Authorised Representative, for reasonable actual costs that have become irrecoverable as a result of such termination; (iv) take such steps as are reasonably necessary to protect property in the Seller's possession in which the Buyer has an interest; and (v) upon the Buyer's request, cooperate with the Buyer to restock the Goods covered by the Order from an alternative supplier designated by the Buyer.

(3) Upon termination of an Order by the Buyer pursuant to this Article 18.B, the Buyer shall pay to the Seller the following amounts, without duplication: (i) the price of the Order for all finished and completed Goods that meet the requirements of the

Order and for which payment has not yet been made; (ii) the Seller's reasonable actual costs for the usable and marketable work in progress and the raw materials/components transferred to the Buyer in accordance with subsection B(2)(ii) hereof, to the extent not already paid for by the Buyer's progress payments or otherwise in connection with the Order; (iii) the Seller's reasonable actual costs of settling claims for liabilities that the Seller would have incurred towards subcontractors approved by the Buyer on the face of an Order or an Order Amendment or in a Written Document signed by the Buyer's Authorised Representative in the absence of termination, and (iv) the Seller's reasonable actual costs of performing its obligations under sub-paragraphs B(2)(iv) and B(2)(v). The Buyer shall not be liable for, nor shall it be obliged to make any payments to the Seller, either directly or in respect of claims by the Seller's subcontractors, for any other alleged losses or costs, whether described as loss of anticipated profits, unabsorbed overheads, interest on receivables, product development and engineering costs, costs of rearranging or hiring facilities and equipment, unamortised amortisation costs, general and administrative expenses resulting from the termination of the Order or otherwise. Notwithstanding anything to the contrary, the Buyer's liability to the Seller upon termination pursuant to this Article 18.B shall not exceed the liability that the Buyer would have had towards the Seller in the absence of termination.

(4) Within twenty (20) days of the effective date of termination pursuant to this Section 18.B, the Seller shall provide the Buyer with its claim for termination, together with all supporting documentation consisting solely of those elements of the Buyer's obligation to the Seller listed in subsection B(3). The Buyer may inspect the Seller's records before or after payment

to verify the amounts claimed in the Seller's termination claim.

C. No right of termination by the Seller. As the Buyer's obligations to its Customers are entered into subject to the Seller's obligations under each Order, the Seller shall not be entitled to terminate or otherwise suspend performance under all or part of an Order for any reason whatsoever, including but not limited to the Seller's uncertainty regarding the Buyer's performance. In the event of a dispute between the Seller and the Buyer arising out of or in connection with an Order, the Buyer and the Seller shall endeavour to resolve the dispute in good faith; provided, however, that such a dispute shall not relieve the Seller of its obligation to provide the Buyer with a continuous, uninterrupted supply of Goods in accordance with the terms of the Order.

D. Transition of Supply. Upon the expiry or earlier termination of an Order for any reason, the Seller agrees to take such steps as may reasonably be required by the Buyer to effect the transition from the Seller to an alternative supplier, including, but not limited to, the actions set out below. The term "alternative supplier" expressly includes, but is not limited to, a facility owned or operated by the Buyer or its Affiliates.

(1) The Seller shall provide all notices necessary or desirable for the Buyer to award the Order to an alternative seller.

(2) The Seller shall continue the uninterrupted production and supply of Goods covered by the Order, at the prices, quantities and on the other terms specified in the Order, without any premium or other condition, for the entire period reasonably required for the Buyer to complete the transition to an alternative supplier of the Buyer's choice, including the provision of a sufficient stock of Goods, as determined at the Buyer's sole discretion, to ensure that the transition to an alternative supplier of the Buyer's choice proceeds smoothly.

(3) The Seller shall return to the Buyer all Goods held in pledge and all other goods supplied by or belonging to the Buyer or any of the Buyer's Customers in the same condition as upon receipt by the Seller, except for reasonable wear and tear.

(4) The Seller shall, at the Buyer's option, (i) assign to the Buyer all or any supply contracts or orders for raw materials or components relating to the Order, (ii) sell all or any inventory and work in progress relating to the Order to the Buyer at the Seller's expense; and (iii) sell all or any of the Seller's Assets relating to the Order to the Buyer at the undepreciated portion of the cost of such items, less

the amounts previously paid by the Buyer to the Seller for the cost of such items (see Clause 22).

19. Limitation of liability. In no event shall the Buyer be liable to the Seller for loss of profits or for any special, incidental or consequential damages. This limitation of liability shall apply regardless of the type of Order (including, but not limited to, Spot-buy Orders, Blanket Orders or requirements contract Orders). The Buyer's liability for any claim of any nature whatsoever or for any loss or damage arising out of or in connection with or resulting from any Order, the Goods or any other agreement between the Buyer and the Seller shall be limited to the Reasonable Limitation Period, if applicable, arising from the event giving rise to the claim. The Buyer and the Seller agree that "**Reasonable Accrued Amount**" means the following amounts without duplication: (i) the Order Price for all finished and completed Goods that meet the requirements of the Order and for which payment has not previously been made; (ii) the Seller's reasonable actual costs of the usable and marketable work in progress and raw materials/components transferred to the Buyer in accordance with the termination and covered by outstanding fixed Releases from the Buyer; and (iii) the Seller's reasonable actual costs of settling claims for liabilities that the Seller would have had towards the subcontractors approved in a signed Written document by the Buyer's authorised representative prior to the termination, limited to the amount of the fixed quantities of Goods and raw materials/components specified in Releases issued by the Buyer that are currently outstanding. The Buyer shall not be liable for, nor shall it be obliged to make payments to the Seller, either directly or in respect of claims by the Seller's subcontractors, for any other alleged losses or costs, whether described as loss of anticipated profits, return on investment, unabsorbed overheads, interest on receivables, product development and engineering costs, costs of rearranging facilities and equipment or rent, unamortised amortisation costs, general and administrative expenses resulting from the termination of the Order or otherwise. Notwithstanding the foregoing, the Buyer's liability to the Seller upon termination of an Order shall not exceed the liability that the Buyer would have had to the Seller in the absence of such termination.

20. Assignment. The Seller may not assign or delegate any of its duties or obligations under an Order without the prior consent of the Buyer, set out in writing on the Order or an Order Amendment or in a signed written document from the Buyer's authorised representative, which consent may be withheld at the Buyer's sole discretion. Any direct or indirect change in the ownership, control or management of the Seller shall be deemed to be an assignment under the Order for which the Buyer's prior consent is required. The Seller may assign its claims for amounts owed by the Buyer under an Order as security for the Seller's debts, but the Buyer shall not be obliged to pay the assignee until the Buyer receives written notice of the assignment, a true copy of the assignment and a release from the Seller that is reasonably acceptable to the Buyer. Such an assignment shall not prevent the Buyer from enforcing its rights against the Seller or the assignee, including, but not limited to, the Buyer's rights to set-off and repayment under Clause 35

of these Terms and Conditions. 35All of the Buyer's rights against the Seller or the assignee shall take precedence over the rights of such assignee. The Buyer may freely assign its rights and obligations under an Order to a third party without the Seller's consent.

21. Title in security.

A. All supplies, materials, moulds, machinery, equipment, patterns, tools, dies, templates, fasteners, blueprints, designs, specifications, drawings, photographic negatives and positives, artwork, copies, materials on loan for production or repair, related software and other items supplied by the Buyer or the Buyer's Customer, whether directly or indirectly, to the Seller or to a subcontractor of the Seller in connection with or relating to an Order, or for which the Seller has been remunerated by the Buyer or the Buyer's Customer (collectively, "**Conducted Property**"), shall be and remain the exclusive property of the Buyer (or its Customer, if applicable) and shall be held by the Seller on a bail-out basis. The Seller shall bear the risk of loss of and damage to the Packaged Property and the Seller shall, at its own expense, keep such Packaged Property insured in favour of the Buyer, naming the Buyer as the beneficiary and additional insured. The Packaged Property shall at all times be properly housed and maintained by the Seller; shall not be used by the Seller for any purpose other than the performance of the Order; shall be treated as personal property; shall be clearly marked by the Seller to identify it as the property of the Buyer and to state the Buyer's name and address; shall not be commingled with the Seller's property or that of any third party and shall not be removed from the Seller's premises without the Buyer's prior consent on an Order or Order Amendment or in a signed Written document from the Buyer's authorised representative. The Seller shall, at its own expense, maintain, repair and refurbish the Guided Property to a first-class condition. All replacement parts, additions, improvements and accessories for such Guided Property shall automatically become the property of the Buyer upon their incorporation into or attachment to the Guided Property. The Seller shall, at the Buyer's request, provide the Buyer with a written inventory or other record of all Guided Property.

B. The Seller agrees that the Buyer has the right at any time, with or without cause and without payment of any kind, to repossess or demand the return of all or part of the Guided Property, without the need to obtain a court order. Upon the Buyer's request, the Escorted Property shall be released to the Buyer immediately or delivered by the Seller to the Buyer, either (i) by means of FCA transport at the Seller's factory (Incoterms 2020), duly packed and marked in accordance with the requirements of the carrier selected by the Buyer to transport such property, or (ii) at a location designated by the Buyer, in which case the Buyer shall pay the Seller the reasonable costs of delivering such Escrowed Property to that location. Failure by the Seller to release or deliver any item of the Escorted Property to the Buyer at the end of the escrow period, as specified by the Buyer, (1) shall constitute a breach of the Order, and (2) shall render the Seller liable for, amongst other things, conversion and

responsibility for all costs and expenses, including actual legal fees, incurred by the Buyer in recovering such Bailed Property. The Seller waives any objection to the Buyer's repossession and removal of any Bailed Property for any reason whatsoever, including bankruptcy or insolvency proceedings. The Buyer shall be entitled to enter the Seller's premises at all reasonable times to inspect the Bailed Property and the Seller's records relating thereto. To the extent permitted by law, the Seller waives all liens, claims, charges, interests or other rights which the Seller might otherwise have or assert in or in respect of the Bailed Property for work carried out on such property, for the purchase price of Goods or otherwise. To the extent that intellectual property rights owned by or licensed to the Seller are incorporated in, or are otherwise necessary for the intended use of, any Property for which the Security has been provided, the Seller hereby grants the Buyer a fully paid-up, irrevocable, non-exclusive, worldwide, perpetual, to the maximum extent permitted by law, royalty-free licence, with the right to grant sub-licences to the extent necessary for any use of any Property for which the Security is provided, to use such intellectual property rights. The Seller agrees that any missing parts of or additions to any Guided Property shall be replaced by the Seller at current cost.

C. The Seller acknowledges and agrees that (i) the Buyer is not the manufacturer of the Packed Property, nor the manufacturer's agent, nor a dealer therein; (ii) the Buyer is supplying the Packaged Property to the Seller for the Seller's benefit; (iii) the Seller has inspected the Packaged Property and is satisfied that the Packaged Property is suitable and fit for its purposes; and (iv) THE BUYER HAS NOT GIVEN ANY WARRANTY OR

REPRESENTATION, EXPRESS OR IMPLIED, WITH REGARD TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR FUNCTIONING OF THE Packaged Property OR ITS FITNESS FOR A PARTICULAR PURPOSE. The Buyer shall not be liable to the Seller for any loss, damage, injury or costs of any kind whatsoever, caused directly or indirectly by the Packaged Property, including, but not limited to, its use or maintenance, or the repair, servicing or modification thereof, or by any interruption of service or for any loss of property of any nature whatsoever or however caused, including, but not limited to, any consequential damages, loss of profits or any other indirect, special or consequential damages.

D. The Seller authorises the Buyer to file a UCC-1 financing statement or similar document with the applicable filing authority to give notice of the Buyer's (or its Customer's, if applicable) ownership interest in the Secured Property. Failure to file a financing statement shall not alter or affect the Buyer's (or its Customer's, if applicable) ownership rights in the Secured Property. The Seller shall, at the Buyer's request, provide the Buyer with a written inventory of all Secured Property.

22. Seller's Property. Unless otherwise agreed between the Buyer and the Seller in a written agreement signed by both the Seller and the Buyer's Authorised Representative, the Seller shall, at its own expense: (i) deliver all Seller's Property (as defined below), (ii) maintain it in good condition and (iii) replace it if necessary. The Seller hereby grants the Buyer an irrevocable option to purchase, free and clear of all liens, claims and other encumbrances, all or any of the Seller's supplies, materials, moulds, machinery, equipment, patterns, tools, moulds, jigs, fixtures, blueprints, designs, specifications, drawings, photographic negatives and positives, artwork, copy layouts and other items necessary for the production of the Goods under an Order (collectively, "**Seller's Property**") which have been specially designed or configured for the manufacture or assembly of Goods under the Order, against payment by the Buyer of the undepreciated portion of the cost of such items of Seller's Property, less any amounts previously paid by the Buyer to the Seller for the cost of such Seller's Property. The Seller shall permit the Buyer to inspect the Seller's records to verify the amount due for any of the Seller's Property. This option shall not apply to any of the Seller's property used by the Seller for the production of a significant quantity of similar products for other customers of the Seller which cannot be readily obtained by the Seller's customer(s) from third parties, unless, at the Buyer's option upon exercising the option, the Seller assigns to the Buyer, and the Buyer or its nominee assumes the Seller's obligation to manufacture such products for the Seller's other customers using those items of the Seller's property during the period following the sale of the Seller's property to the Buyer. The Seller shall cooperate with reasonable requests from the Buyer for information relating to such an obligation towards the Seller's other customer(s) and to effect such a transfer and assumption. The Buyer's right to exercise the option under this Article 22 is not contingent upon any breach by the Seller or termination of the Order by the Buyer.

23. Right of access, repossession and inspection. The Buyer and its representatives shall have the right to enter the Seller's premises during normal business hours or, in the event of the Seller's closure, at reasonable times, to inspect the premises, systems, processes, Goods, stocks, work in progress, materials and all property of the Buyer covered by any Order and, without the need for a court order, enter and remove from the Seller's premises any property belonging to the Buyer or a Customer of the Buyer, including, but not limited to, the Goods held in pledge and other Goods, inventory, work in progress, materials or Goods of the Seller that have been or are agreed to be sold to the Buyer pursuant to the Order. Inspection of the Goods by the Buyer, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work in progress or finished Goods.

24. Subcontracting.

A. The Seller shall not subcontract any of its duties or obligations under an Order without the prior approval of the Buyer on the body of an Order or Order Amendment or in a signed written document from the Buyer's authorised representative. The Seller shall ensure that any subcontractor so approved complies

all requirements of the Buyer's Customer's production parts approval process and all other requirements of the Buyer. The Buyer or the Buyer's representative shall be entitled to inspect at any subcontractor's premises and at the Seller's premises to verify that the subcontracted Goods comply with the specified requirements. Verification by the Buyer or the Buyer's representative shall not (i) shift responsibility for quality from the Seller to the Buyer, (ii) relieve the Seller of the responsibility to supply acceptable Goods, nor (iii) preclude subsequent rejection of Goods by the Buyer. Notwithstanding any verification by the Buyer or the Buyer's representative, the Seller shall remain fully liable for all subcontracted work.

B. If the Seller's subcontracting of any work under an Order is approved by the Buyer on the face of an Order or Order amendment or in a written document signed by the Buyer's authorised representative, and as a condition of such approval, the Seller shall provide the Buyer with written evidence that the subcontractor agrees to be bound by these General Terms and Conditions and the Order.

C. In the event that the Seller is unable to fulfil any of its obligations under an Order, the Seller shall, at the Buyer's option and in addition to all other rights or remedies available to the Buyer under the Order or otherwise, assign to the Buyer all of the Seller's rights in respect of any subcontractors under such Order.

25. Non-conforming Goods. The Buyer may, at its option, reject and return or retain and rectify, both at the Seller's expense and risk, any Goods received under an Order that do not meet the requirements of the Order, even if the non-conformity does not become apparent to the Buyer until the manufacturing, processing or assembly stage or later. To the extent that the Buyer rejects Goods as non-conforming, the quantities under the Order shall not be reduced by the quantity of non-conforming Goods unless the Buyer notifies the Seller otherwise in writing. The Seller shall replace the non-conforming Goods with conforming Goods unless otherwise notified in writing by the Buyer, including but not limited to by means of a termination notice from the Buyer pursuant to Clause 18.A. of the Order. 18.A. Non-conforming Goods shall be held by the Buyer for disposal in accordance with the Seller's written instructions at the Seller's risk. The Seller's failure to provide written instructions within ten (10) days (or a shorter period that is commercially reasonable under the circumstances) of notification of non-conformity shall entitle the Buyer, at the Buyer's option, either to charge the Seller for storage and handling costs, or to dispose of the Goods without any liability on the part of the Buyer towards the Seller. The Seller shall reimburse the Buyer for (a) all amounts paid by the Buyer for the purchase price of the rejected non-conforming Goods and (b) all costs incurred by the Buyer in connection with the non-conforming Goods, including, but not limited to, inspection, sorting, testing, evaluations, storage, return, disposal or reprocessing, within ten (10) days of a debit note for the costs being issued by the Buyer. Payment by the Buyer for non-conforming Goods does not

constitute acceptance, nor does it limit or prejudice the Buyer's right to pursue any legal or equitable remedy, nor does it relieve the Seller of liability for latent defects.

26. Indemnity.

A. The Seller undertakes and agrees to indemnify and hold harmless the Buyer, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents, against all claims, liabilities, damages (including special damages, consequential damages, punitive damages and exemplary damages), costs and expenses (including actual fees for solicitors, experts and advisers, settlement costs and judgments) in connection with any claims (including legal proceedings, administrative claims, regulatory actions and other proceedings seeking redress for personal injury or death, property damage or economic loss) that are in any way related to or arising from the Goods, the Seller's representations, the Seller's performance of or failure to perform obligations under an Order, including claims based on the Seller's breach or alleged breach of warranty (whether or not the Goods have been incorporated into the Buyer's products and/or resold by the Buyer), any Remedial Action, any set-off, novation or refund by the Buyer, and claims for any breach of applicable law, regulation or statutory provision or government authority or order. The Seller's obligation to indemnify applies regardless of whether the claim arises from tort, negligence, contract, warranty, strict liability or otherwise, except to the extent that liability arises solely from gross negligence on the part of the Buyer. The Seller's indemnification obligations shall apply even if the Buyer supplies the design in whole or in part and specifies all or part of the processing to be used by the Seller, unless a separate written agreement signed by the Seller and the Buyer's authorised representative provides otherwise.

B. If the Seller carries out work on the Buyer's premises or makes use of the Buyer's property, whether on or off the Buyer's premises, the Seller shall indemnify the Buyer, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against all liabilities, claims, demands or costs (including actual costs for lawyers, experts and advisers, settlement costs and judgments) for damage to property or personal injury (including death) to the Buyer, its employees or any other person arising out of or in connection with the performance of work by the Seller or the use of the Buyer's property, except to the extent that such liability, claim or demand arises solely from the gross negligence of the Buyer.

27. Insurance. The Seller shall, at its own expense, obtain and maintain insurance cover that is customary in the industry and as otherwise required by law or reasonably requested by the Buyer from such insurance companies and in amounts reasonably acceptable to the Buyer. This includes, without limitation, the provision of full fire and comprehensive cover for the replacement value of (i) all property of

the Seller and (ii) all collateral property, both for their full replacement value. All such insurance cover must name the Buyer as the insured and additional insured. The Seller shall provide the Buyer with insurance certificates stating the amount of cover, policy number and expiry date or dates for insurance policies held by the Seller, and such certificates shall stipulate that the Buyer shall receive thirty (30) days' prior written notice from the insurer of any termination or reduction in the amount or scope of the cover. The provision of insurance certificates by the Seller or the purchase of insurance shall not relieve the Seller of its obligations or liabilities under an Order. If the Seller fails to maintain insurance under an Order, the Buyer shall be entitled to take out such insurance and the Seller shall, at the Buyer's request, reimburse the Buyer for all actual costs and expenses incurred in taking out such insurance.

28. Compliance.

A. The Seller agrees to comply with all state, local and foreign laws, Executive Orders, rules, regulations and ordinances that may apply to the Seller's performance of its obligations under any Order, and each Order shall be deemed to incorporate by reference all clauses required by the provisions of the said laws, orders, rules, regulations and ordinances. All purchased materials used in the manufacture of the Goods must comply with current government and safety regulations regarding restricted, toxic and hazardous materials, as well as with environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. All suppliers must comply with IATF 16949, ISO 14001 and ELV, or their current successors or equivalents as applicable, and as these may be amended or updated from time to time.

B. The Supplier declares that neither it nor any of its subcontractors, vendors, agents or other affiliated third parties (i) will use forced or involuntary labour or engage in human trafficking, in whatever form, including but not limited to, in contravention of the UK Modern Slavery Act 2015 (ii) employ children, except as part of a government-approved job training, apprenticeship or similar programme, or (iii) engage in unfair labour or corrupt trading practices in connection with the supply or provision of Goods under an Order.

C. The Seller shall establish and implement a code of conduct for business practices containing principles, policies and procedures consistent with the principles, policies and procedures set out in the Buyer's Code of Conduct and Code of Ethics, which are accessible via links for suppliers on the Buyer's website at www.auriasolutions.com or any successor thereto. The Seller must immediately report any breaches of the Seller's code of conduct to the Buyer's authorised representative. The Seller agrees to comply with all applicable anti-corruption laws, including but not limited to the U.S.

Foreign Corrupt Practices Act and the U.K. Bribery Act. Neither the Seller nor its subcontractors, vendors, agents or other associated third parties shall engage in any form of commercial bribery, nor shall they, directly or indirectly, provide or offer anything of value to or for the benefit of an official or employee of a government agency or of an entity owned by the government, controlled by the government or affiliated with the government, in order to obtain or retain a contract, business opportunity or other business advantage, or to influence an act or decision of that person in his or her official capacity. The Supplier shall respond immediately, fully and truthfully to all requests for information from the Buyer regarding compliance matters, as further set out in the Supplier Requirements Manual.

D. The Seller must notify the Buyer immediately upon becoming aware that a director, officer or employee of the Seller, or of any of its subsidiaries or Affiliates, is also a director, officer or immediate family member of a director or officer of the Buyer, or of any of its subsidiaries or Affiliates. For employees of the Seller only, the Seller is required to disclose this information to the Buyer only if the employee (excluding an officer or director of the Seller) is materially involved in the Seller's business relationship with the Buyer or receives any direct or indirect compensation or benefit based on the Seller's business relationship with the Buyer.

E. In the event that the Seller subcontracts any of its duties or obligations under an Order in accordance with Clause 24, the Seller must ensure that all subcontractors comply with the requirements of this Clause 28. At the Buyer's request, the Seller shall declare in writing that the Seller and its subcontractor comply with all these requirements. The Buyer shall have the right to inspect and monitor the Seller's and its subcontractor's compliance with the obligations of the Seller and its subcontractor under an Order. The Seller shall indemnify the Buyer, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against all liability claims, demands or expenses (including actual fees for lawyers, experts and consultants, settlement costs and judgments) arising out of or in connection with the Seller's or its subcontractor's non-compliance.

29. Approval requirements for production parts. With regard to Orders for production parts, the Seller agrees to comply with all requirements set out in the industry's production parts approval process manual and agrees to provide the Buyer with such information and data upon request, regardless of the authorised submission level, at Level No. 3 or its current equivalent, unless otherwise authorised by the Buyer on the face of an Order or Order Amendment or in a written document signed by the Buyer's authorised representative.

30. Identification of Goods. All Goods delivered under any Order and which are considered a finished part must be permanently marked by the Seller with the part number and the Buyer's name or code name, the Seller's name or code name, and the date of manufacture.

31. Shipping; Disclosure of Ingredients and Materials and Compliance.

A. The Seller agrees (i) to properly package, mark and dispatch Goods in accordance with the requirements of the Buyer, the relevant carriers and the laws and regulations of the country of manufacture, the country of destination and any country through which the Goods will be transported, including but not limited to laws and regulations relating to the handling and transport of dangerous goods or hazardous materials, and otherwise in a manner that ensures the lowest transport costs; (ii) to route the consignment in accordance with the Buyer's instructions; (iii) not to charge any costs for handling, packaging, storage, transport (including duties, taxes, fees, etc.); (iii) not to charge any costs for handling, packaging, storage, transport (including duties, taxes, fees, etc.), vehicle costs or other transport costs or the transport of Goods unless otherwise approved by the Buyer on the document of an Order or Order Amendment or in a signed Written document from the Buyer's authorised representative; (iv) to provide, with each consignment, documents stating the Order Number, the Order Amendment Number or the Release Number, the Buyer's part number, the Seller's part number if applicable, the number of items in the consignment, the number of boxes or containers in the consignment, the Seller's name and seller number, the consignment note number and the country of origin; and (v) to forward the original consignment note or other proof of dispatch for each consignment without delay in accordance with the Buyer's instructions and the carrier's requirements. The markings on each package and the identification of the Goods on packing lists, consignment notes and invoices must be sufficient to enable the Buyer to easily identify the Goods purchased.

B. The Seller shall, without delay, provide the Buyer, in whatever form and detail the Buyer requests, with (i) a list of all ingredients and materials used in the Goods, (ii) the quantities of such ingredients and materials, and (iii) information regarding any changes to or additions of such ingredients and materials. Prior to the dispatch of the Goods, the Seller agrees to provide adequate warning and notification in writing (including appropriate labelling on the Goods, containers and packaging) of any dangerous goods or hazardous materials that form an ingredient or part of a consignment of Goods, together with the special handling instructions required, to the relevant carriers, the Buyer, and their respective employees on how to exercise that degree of care and precaution which will comply with all laws or regulations and best prevent personal injury or property damage during the handling, transport, processing, storage, use, disposal or recycling of the Goods, containers and packaging shipped to the Buyer. The Seller shall comply with all applicable state, local and foreign laws and regulations relating to product and warning labels. If the Goods are shipped by the Seller to European destinations, the Seller shall, prior to the shipment of the Goods, inform the Buyer of the "Classification of Dangerous Goods" as required by the European Agreement concerning the "International Carriage of Dangerous Goods". At the Buyer's request

the Seller shall confirm in writing to the Buyer the origin of all ingredients or materials in the Goods. The Seller shall promptly provide in writing all information relating to the Goods requested by the Buyer or its Customers, so that the Buyer and its Customers may comply in a timely manner with reporting obligations under applicable legislation or customer requirements relating to consumer protection, REACH, “conflict minerals”, “conflict minerals”, declarable substance lists, or similar materials, ingredients, chemicals or substances, where applicable.

C. All wooden packaging (including pallets) must comply with international standards for softwood. In the event that the Seller fails to comply with these standards, the Seller shall be liable for all costs, expenses and fees incurred by the Buyer as a result, including, but not limited to, legal fees, replacement costs and transport costs.

32. Documents for the refund of customs duties, other government requirements and export controls.

A. At the Buyer’s request, the Seller shall promptly provide all documents required for the refund of customs duties, duly completed in accordance with the applicable government regulations. The Seller shall further provide, at its own expense, all necessary information (including written documentation and electronic transaction documents relating to the Goods, tools and equipment required for the Buyer to comply with customs-related or other government agency-related obligations, origin marking or labelling requirements, and certification or local content reporting requirements, to enable the Buyer to claim preferential tariff treatment upon entry for Goods, tools and equipment eligible under the applicable trade preference schemes, and to make all arrangements necessary for the Goods to be covered by all applicable duty deferral or free trade zone programmes of the importing country. The Seller shall, at its own expense, provide the Buyer or the service provider designated by the Buyer with all documentation necessary to export the Goods and to obtain all export licences or permits required for the export of the Goods, tools and equipment, unless otherwise specified in the Order, in which case the Seller shall provide all information necessary to enable the Buyer to obtain such licences or permits. Credits or benefits arising from an Order, including trade credits, export credits or the refund of duties, taxes or levies, shall accrue to the Buyer.

B. The Seller shall be liable for any incorrect information provided by the Seller or any failure by the Seller to comply with applicable customs regulations resulting in fines and/or additional duties for the Buyer. The Seller further acknowledges and agrees to comply with all security procedures required by applicable customs regulations. The Seller shall share with the Buyer all audit or inspection information relating to a customs inspection and/or validation at the Seller’s premises.

33. Invoices. All invoices and/or advance shipping notices (“ASN”) for Goods shipped under any Order must reference the Order Number, the Order Amendment Number or the Release Number, the Buyer’s part number, the Seller’s part number if applicable, the number of items in the consignment, the number of boxes or containers, the Seller’s name and number, and the consignment note number, before any payment is made for Goods by the Buyer. Furthermore, no invoice may refer to any terms and conditions that are separate from or differ from these General Terms and Conditions or the terms and conditions set out on the front of the Order. All invoices must be sent by the Seller within two (2) months of the date on which the Goods were received by or delivered to the Buyer. The Buyer reserves the right to return or reject any invoices or related documents that have been submitted incorrectly or in breach of these Terms. Payment terms shall commence upon receipt of the final correct invoice or ASN and its entry into the Buyer’s system by the Buyer’s relevant facility. Any payment by the Buyer of a non-compliant invoice shall not constitute acceptance of any non-compliant element or terms on that invoice.

34. Terms of payment.

A. If the Seller is included in the Buyer’s CPS system, the payment terms for the Seller shall be set out in the Buyer’s central accounts payable system. If the Seller is not a CPS seller and unless otherwise specified in the order or agreed, payment shall be made within 45 days at the end of the month following the delivery date.

B. If a payment date falls on a non-working day, payment shall be made on the next working day.

C. Notwithstanding any special payment terms applicable to an Order, (i) under no circumstances shall the Supplier be entitled to payment for Tooling until the Buyer has been paid by the Buyer’s Customer for such Tooling, (ii) under no circumstances shall a Seller who is a Directed Supplier be entitled to payment from the Buyer until the Buyer has been paid in full by the Buyer’s Customer for the relevant Goods; or (iii) the Buyer may, at its discretion, upon notice to the Seller, revise its payment terms for manufactured Goods to take account of any changes in the payment terms of the Buyer’s Customer applicable to the Goods under an Order.

35. Set-off, Offsetting and Contractual Refund.

A. All amounts (including the value of goods and services at their contractual or fair market value) owed by the Buyer or any subsidiary or Affiliated Company of the Buyer to the Seller or any subsidiary or Affiliated Company of the Seller, shall be net of any debt or other obligations of the Seller or any subsidiary or Affiliated Company of the Seller to the Buyer or any subsidiary or Affiliated Company of the Buyer. The Buyer or any subsidiary or Affiliated Company of

the Buyer may, without notice to the Seller or any subsidiary or Affiliated Company of the Seller, set off against or recover from amounts (including the value of goods and services at their contractual or fair market value) owed or to be owed by the Seller or any subsidiary or Affiliated Company of the Seller to the Buyer or any subsidiary or Affiliated Company of the Buyer, however and whenever arising. In the event that the Buyer or any of its subsidiaries or Affiliates reasonably believes it is exposed to a risk, the Buyer or any of its subsidiaries or Affiliates may withhold and reclaim a corresponding amount owed to the Seller or any of its subsidiaries or Affiliates as protection against such risk.

B. An “**Affiliate**” of a party means any other company that controls, is controlled by, or is under common control with that party. For the purposes of this definition, the term “control” means the ownership, directly or indirectly, of forty per cent (40%) or more of the capital or assets of a company, or the ability, through voting securities, contract or otherwise, to elect a majority of the board of directors or other governing body of such a company.

C. In addition to any rights otherwise provided for or permitted by law or an Order, the Buyer or any of its subsidiaries or Affiliates may set off the payment of all or part of the amount owed by the Buyer or any of its subsidiaries or Affiliates (even if such amount is not disputed, (even if such amount is not disputed, is conditional or unsettled and is otherwise due) up to the amount of any obligation of the Seller or any of its subsidiaries or Affiliates to the Buyer or any of its subsidiaries or Affiliates, even if such obligation is not due, disputed, conditional or unsettled, until such obligation has been discharged. Without limiting the generality of the foregoing, and by way of example only, in the event that the Seller or any of its subsidiaries or Affiliates is subject to insolvency, bankruptcy, receivership, liquidation or other similar proceedings, the Buyer or any of its subsidiaries or Affiliates may defer payments due to the Seller or any of its subsidiaries or Affiliates, by way of an administrative reservation or otherwise, against any potential loss arising from rejection or otherwise. The Seller unconditionally guarantees payment on the due date of all existing and future obligations of any of its subsidiaries or Affiliates to the Buyer or any of its subsidiaries or Affiliates, provided, however, that the amount guaranteed by the Seller shall not exceed the amount owed by the Buyer to the Seller under any Order at any time.

36. Exemption from sales tax. The Buyer shall notify the Seller of Goods purchased under any Order (i) that qualify for a relevant sales tax exemption or (ii) for which the Buyer pays all applicable sales tax or usage tax directly to the relevant government authority (collectively, “**Exempt Goods**”).

The Seller shall not include any applicable sales tax or usage tax on an invoice for Exempt Goods.

37. Advertising. The Seller shall not refer to the Buyer or the Buyer's customers in any advertising or public communications without the prior written and signed approval of the Buyer's authorised representative, and shall not use the Buyer's or the Buyer's customers' trademarks or trade names in any advertising or promotional material.

38. Force Majeure. Any delay or failure by the Buyer or the Seller to perform its obligations under the Order shall be excused if, and to the extent that, the party is unable to perform specifically as a result of an extraordinary and unforeseeable event or event beyond its reasonable control and through no fault or negligence of its own, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a government authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or the inability to obtain electricity (an "**Event of Force Majeure**"). The Seller acknowledges and agrees that labour problems or disruptions, strikes, delays by employees, the expiry of employment contracts or changes in the cost or availability of materials, parts, labour, logistics, energy or services based on market conditions, actions of suppliers, applicable legislation or contractual disputes shall not constitute Events of Force Majeure and shall not excuse performance by the Seller under this Article or under theories of force majeure, commercial impracticability or otherwise, and the Seller expressly accepts these risks and agrees that they are foreseeable. The Seller shall use its best endeavours to ensure that the consequences of any such event are minimised and shall resume full performance of the Order as soon as possible. As soon as possible (but no later than three full working days) following an event of force majeure, the Seller shall provide written notice describing the delay and assuring the Buyer of the expected duration of the delay and the time at which the delay will be remedied, and shall provide any other information reasonably requested by the Buyer. During the delay or non-performance by the Seller, the Buyer may, at its discretion: (a) purchase Goods from other sources and reduce or cancel its Releases to the Seller without liability to the Seller, and require the Seller to reimburse the Buyer for any additional costs incurred by the Buyer in obtaining the replacement Goods compared to the prices stated in the Order; (b) require the Seller to deliver to the Buyer, at the Buyer's expense, all finished Goods, work in progress and parts and materials produced or acquired for work under the Order; or (c) require the Seller to supply Goods from other sources in quantities and at a time requested by the Buyer and at the price stated in the Order. Furthermore, the Seller shall, at its own expense, take all measures deemed reasonably necessary by the Seller to ensure that, in the event of an anticipated work stoppage, strike or delay by the employees or as a result of the expiry of the Seller's employment contracts, an uninterrupted supply of Goods will be available to the Buyer in an area that will not be affected by such an interruption for a period of at least thirty (30) days. If, at the Buyer's request, the Seller is unable to provide sufficient assurances within ten (10) days (or a shorter period as required by the Buyer) that a Force Majeure event will not last longer than thirty

(30) days, or if an event of Force Majeure lasts longer than thirty (30) days, the Buyer may terminate the Order without liability and the Seller shall reimburse the Buyer for all costs associated with the cancellation.

39. Service and replacement parts.

A. Upon receipt of a release, the Seller shall sell to the Buyer all Goods required by the Buyer to meet the service and spare parts requirements of the Buyer and its Customer for the current model year at the then-current production prices plus the difference in actual net costs for the required unique packaging. If the Goods are systems, modules or assemblies, the Seller shall sell the components or parts of such systems, modules or assemblies at prices not exceeding, in total, the then-current production price of the system, module or assembly, less the labour costs associated with the system, module or assembly, plus the actual difference in net costs for the required unique packaging.

B. Upon cessation of production of the current model of the vehicle in question, the Seller shall sell to the Buyer the Goods required by the Buyer to meet the needs of the Buyer and its Customers for service and replacement parts for previous model years at the then-current prices as specified in the final Order for the production of the current model, plus any net cost difference for the required unique packaging for the first five (5) years of servicing previous models. For the remaining period during which the Buyer's Customer requires service parts, the prices shall be as specified in the latest Order for the current model production, plus any difference in actual net costs for required unique packaging, plus any difference in actual net costs for manufacturing costs as mutually agreed between the Buyer and the Seller.

40. Packaging. All packaging must comply with the Buyer's standard packaging requirements, which are accessible via the supplier links on the Buyer's website at www.auriasolutions.com or any successor thereto.

41. Claims by the Seller. Any claim by the Seller arising from an Order must be brought within one (1) year of the occurrence of the breach or other event giving rise to the Seller's claim, regardless of the Seller's lack of knowledge or the date of discovery of the breach or other event giving rise to such a claim.

42. Severability. If any provision(s) of the Order is (are) invalid or unenforceable under any law, statute, regulation, executive order or other legal rule, such provision(s) shall be deemed to have been amended or deleted, as the case may be, but only to the extent necessary to comply with such law, rule, regulation, order or provision, and the remaining provisions of the Order shall remain in full force and effect.

43. Electronic communications and electronic signatures. The Seller must comply with any method of electronic communication specified by the Buyer, including requirements for electronic fund transfers, the transmission of purchase orders, production releases, electronic signatures and communications. Emails, even those containing a signature block from one of the Buyer's representatives, do not constitute a Signed Written document.

44. Notices. All notices, claims and other communications to the Buyer required or permitted under the Order shall be made by email, written in the English language, and shall only be effective upon receipt by the Buyer at both of the following email addresses:

aurialegal@uriasolutions.com
procurement@uriasolutions.com

The Seller's failure to give any notice, claim or other communication to the Buyer in the manner and within the time limits specified in the Order shall constitute a waiver by the Seller of all rights and remedies that would otherwise have been available to the Seller upon giving such notice, claim or other communication.

45. Confidentiality.

A. The Seller shall (i) keep all Buyer's Information confidential and disclose it only to its employees who need to know such Buyer's Information to enable the Seller to supply Goods, tools and equipment to the Buyer under the Order and who are bound by confidentiality provisions comparable to those contained herein, and (ii) use Buyer's Information solely for the purpose of supplying Goods to the Buyer. "Buyer's Information" means all information provided to the Seller by the Buyer or its representatives or subcontractors in connection with the Buyer's business or the Order, including but not limited to, prices and other terms of the Order, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, production, packaging or shipping methods and processes, computer software and programs (including object code and source code), non-public information relating to the Buyer's customers, information relating to the Seller's relationship with the Buyer and the facts or status regarding the Seller's work in relation to the Buyer's customers and their relevant vehicle programmes. Buyer's Information also includes all materials or information that contain, or are based on, Buyer's Information, regardless of whether they were prepared by the Buyer, the Seller or any other person.

B. The Seller shall notify the Buyer without delay if it has provided information to a government authority regarding the delivered Goods, tools or equipment, including information provided to the US government in accordance with the following reporting requirements under US law: 49 CFR Part 573 (Reporting of Defects and Non-Compliance) and 49 CFR Part 579 (Reporting of Information and Notifications of Potential Defects) or their successors, as amended from time to time.

C. The Seller shall comply with all confidentiality, data privacy, data security and information management requirements of the Buyer's customers.

46. Data security. The Seller shall implement appropriate technical and organisational measures to ensure the security of its data and the Buyer's information, including: measures to control physical access to buildings and facilities, measures for user identification and authentication, monitoring and logging of access, appropriate controls for the transport, transmission, communication and storage of data, measures for the secure, and measures to ensure the separate processing of data for different purposes. The Seller shall immediately respond to all enquiries from the Buyer regarding its data security practices and shall submit to a data security audit at the Buyer's request. If the Seller becomes aware of an incident involving a breach or potential breach of the Seller's information security (e.g. security breaches, data loss, system failures, in

(such as security breaches, attacks by malicious software, or data misuse) and which may have consequences for the Buyer, in particular in the form of unauthorised access by third parties to the Buyer's Information (e.g. a data breach or cyberattack), the Seller must, without undue delay and free of charge, notify the Buyer of this by telephone, as well as:

- (1) take all necessary steps to ascertain the facts and limit the damage.
- (2) support the Buyer in restoring the Buyer's Information.
- (3) provide a security report describing the incident, including, but not limited to, the security controls identified, the information security risks identified, all Buyer Information to which access may have been gained, and the steps the Seller has taken to remedy the incident.
- (4) Permit the Buyer and its third-party contractors to conduct an audit of the Seller regarding information security matters reasonably related to the incident or as otherwise permitted under Clause 15.B.

47. Terms of Service – Additional Terms. In addition to these General Terms and Conditions, any Order for the purchase of services not related to the manufacture of the Goods is subject to the Buyer's Additional Terms of Service, which are accessible via supplier links on the Buyer's website at www.auriasolutions.com or any successor thereto (the "**Additional Terms of Service**"); provided that, in the event of any conflict between these General Terms and Conditions and the Additional Terms of Service, the Additional Terms of Service shall prevail in respect of all such services not related to the manufacture of the Goods.

48. Construction. When used in the Order, "including" means "including, without limitation" and terms defined in the singular include the plural and vice versa. Headings, titles and numbering are for ease of reference only and shall not affect the construction or interpretation of the Order.

49. English Language. The Order, these General Terms and Conditions, any Web Guidelines and all other documents that may be provided pursuant to or in connection with an Order are originally drawn up in the English language, which language shall be conclusive in all respects, and any translations into any other language are provided for convenience only and shall not be binding on the Buyer. All notices, consents, waivers and other communications required under the Order shall be given in the English language.

50. Survival. The Seller's obligations under the Order shall survive the expiry or termination of the Order, unless expressly provided otherwise in the Order.

51. Entire Agreement; Amendment. The Order, together with the annexes, documents or supplements specifically referred to in the Order, constitutes the entire agreement between the Seller and the Buyer in respect of the matters set out in the Order and supersedes

all prior oral or written representations and agreements. The Buyer may amend the General Terms and Conditions at any time by giving notice of such

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amended General Terms and Conditions via supplier links on the Buyer's website at www.auriasolutions.com or a successor website at least ten (10) days before the amended General Terms and Conditions come into effect. The Seller shall review the Buyer's website and the General Terms and Conditions periodically. The Seller's continued performance under the Order without written notice to the Buyer in accordance with clause 444, setting out the Seller's objection to any amended General Terms and Conditions prior to the effective date of such amended General Terms and Conditions, shall be subject to and shall constitute the Seller's acceptance of such amended General Terms and Conditions. Except as provided in the preceding sentences or as otherwise provided in these Terms, the Order may only be amended by an Order Amendment or a Signed Written document from the Buyer's authorised representative.

52. Applicable law; jurisdiction; venue. Each Order shall be governed by and construed in accordance with Belgian law, without regard to conflict of laws principles that would require the application of any other law. The Supplier agrees to the exclusive jurisdiction of the competent courts having personal jurisdiction over the Buyer in Belgium. The Supplier specifically waives all objections and defences regarding jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

