

AAH CZECH S.R.O.
TERMS AND CONDITIONS OF ORDER

January 2026 Version

1. Formation; offer; acceptance; exclusive terms.

A. Each order (as amended) together with these terms and conditions (hereinafter referred to as **the** “order”) constitutes an offer by AAH Czech s.r.o. or its relevant affiliate or subsidiary designated on the front of the order as the “Bill To” (hereinafter the “Buyer”) to which such Order is addressed, and to the relevant affiliates and subsidiaries of that party (hereinafter **the** “**Seller**”), **to enter into** the contract described therein, and constitutes the full and exclusive expression of such offer and agreement. The Order does not constitute acceptance by the Buyer of any offer or proposal by the Seller, whether in the Seller’s quotation, confirmation, invoice or elsewhere. In the event that any document issued by the Seller is deemed to be an offer, such offer is expressly rejected and is superseded in its entirety by the offer constituted by the Order.

B. The contract is concluded when the Seller accepts the Buyer’s offer. Each Order shall be deemed accepted by the Seller upon dispatch of the goods, provision of services, commencement of work on the goods, written confirmation, or any other act by the Seller acknowledging the existence of a contract relating to the Order.

C. Acceptance is expressly limited to these terms and conditions and any terms and conditions otherwise expressly stated on the front of the Order. Any additional or differing terms proposed by the Seller do not constitute a rejection of the Order. No purported acceptance of the Order on terms that amend, supersede, supplement or otherwise alter these Terms and Conditions shall be binding on the Buyer, and such terms shall be deemed rejected and superseded by these Terms and Conditions unless the terms proposed by the Seller are accepted by a physically signed written statement (“**Signed Written Statement**”) by the Buyer’s Vice-President or a person authorised by him (hereinafter collectively referred to as **the** “**Authorised Representative of the Buyer**”), irrespective of the Buyer’s acceptance or payment for the consignment of goods or any similar act by the Buyer. Any reference in the Order to any document issued by the Seller is made solely for the purposes of administrative tracking or to incorporate 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 current contract or document exchanged between the Buyer and the Seller, the Order shall prevail.

E. The Seller acknowledges and agrees that, except where AAH Czech s.r.o. is expressly named as the Buyer in the Order (i.e. the “Bill To” entity), no Order constitutes or shall be construed as a guarantee or other security from

AAH Czech s.r.o. for any liabilities or obligations of any Buyer named in the Order.

2. **Applicability of the Terms and Conditions.**

A. These terms and conditions, as amended from time to time (“**Terms and Conditions**”), form part of every Order. These Terms and Conditions apply to the purchase of all goods and/or services from the Seller, as described on the front page of each Order (hereinafter collectively referred to as “**Goods**”) or in any document expressly referred to on the front page of the Order and which describes such Goods. The term “Goods” in these Terms includes, without limitation, raw materials, components, sub-assemblies, tools, moulds, equipment and finished products, and all services, whether performed in connection with any of the foregoing items. Certain Terms apply only to specific types of Goods, but only where they are expressly limited to those types of Goods.

B. These Terms apply to all sellers under the order, including, without limitation, the seller who is the designated supplier. “**Designated Supplier**” means any Seller from whom the Buyer has been required or advised to procure Goods at the direction or suggestion of the Buyer’s customer and/or the original equipment manufacturer’s (“**OEM**”) end customer, if different (collectively, **the “Customer**”) (including joint supply arrangements), or where the Buyer is restricted to such a Seller for the required Goods due to the Customer’s product description, specification or other restriction. Each Seller that is a Managed Supplier acknowledges the applicability of these Terms and agrees to be bound by them, including, without limitation, the world-class supplier requirements under Section 7 and the payment terms under Section 34.

C. Each order also incorporates by reference the Buyer’s Supplier Requirements Manual, EDI specifications, logistics requirements, customs requirements, packaging instructions, code of business conduct and ethics, information security policies, Auria’s supplementary service terms and conditions, and all other manuals, guidelines, policies, specifications, terms and requirements which are from time to time available under the heading “Supplier Information” and which are accessible via the supplier links on the Buyer’s website [at www.auriasolutions.com](http://www.auriasolutions.com) or on any successor website (collectively, **the “Online Manuals**”). All web manuals shall be interpreted, to the fullest extent possible, in accordance with and cumulatively with these Terms and Conditions; however, if such interpretation is not reasonable, then in the event of a conflict, these Terms and Conditions shall prevail. The Purchaser may at any time amend any web manuals or add further web manuals, by publishing a notice of such amended or new web manuals via the Supplier’s links on the Purchaser’s website [at www.auriasolutions.com](http://www.auriasolutions.com) or on any successor website at least ten (10) days prior to the effective date of any amended or new web manuals. The Seller shall regularly check the Buyer’s website and web guides. The Seller’s continued performance of the Order without written notice

The Buyer's failure to provide the Seller, in accordance with Section 444, with a detailed statement of the Seller's objection to any amended or new web guide prior to the effective date of such amended or new web guide shall constitute the Seller's consent to such amended or new web guide.

D. The Terms and Web Guides applicable to each Order are the Terms and Web Guides in force on the date of issue stated on the subsequent Order or on any amendment to the Order relating to such Order; in which case the Terms and Conditions and web guides shall apply to each such Order in their entirety.

E. No exception, variation or waiver of these Terms and Conditions shall be valid or binding on the Buyer unless stated on the front page of the Order or the amendment to the Order, or unless made in writing and signed by an Authorised Representative of the Buyer.

3. Documents used in the purchasing process. The Buyer may use the following documents as part of the procurement and purchasing process. Unless (i) expressly provided otherwise in one of following documents listed in sub-sections A to F, which has been signed by the Buyer's Authorised Representative, or ii) expressly stated on the front page of the Order, the Purchase 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 the quotation of certain trades.

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 is also used in some cases as an indicator of eligibility to quote for certain transactions. These terms and conditions (including, among other things, the provisions regarding world-class suppliers and the buyer's rights to terminate the contract) govern 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 the initial step towards the potential creation of a quotation by the Buyer to the Seller contained in a Purchase Order. It may include volume and time projections (see Section 6) and specifications of the Goods offered.

D. Notice of Technical Changes ("ECN"). This is an alternative initial step in the potential generation of a buyer's quotation to the seller, as contained in the order. It may include volume and duration projections (see Section 6) and specifications of the Goods being offered.

E. Quotation. Following an RFQ or ECN, this is typically the next step in the creation of a buyer's offer to the seller contained in the Purchase Order. It may also include volume and time projections (see Section 6) and may refer to estimated prices.

F. Order. The Order describes the goods being purchased, states the name and address of the Buyer and the Seller, and incorporates these Terms and Conditions. In accordance with Section 1, each

Order constitutes an offer by the Buyer to the Seller to enter into the contract it describes and is the complete and exclusive expression of that offer and contract. Each Order is either a Spot-Buy Order, a Blanket Order or an Order under a Request for Quotation, depending on the quantity and duration specified on the face of the Order. A spot-buy Order is a one-off order for a specific quantity of Goods. A Blanket Order is an order for Goods in accordance with the fixed quantities and delivery schedules set out in the notices issued by the Buyer pursuant to the Order. An Order under a Requirements Agreement is an order for all of the Buyer's requirements for Goods or a specified portion thereof for a specific period of time in accordance with the fixed quantities and delivery schedules set out in notices issued by the Buyer pursuant to the Order. All references to the Order mean the original Order as amended by any addenda to the Order issued by the Buyer.

G. Release. This is a schedule by which the Buyer (i) specifies a fixed quantity of Goods to be supplied by the Seller to the Buyer at least once a week, (ii) approves the production of materials and/or (iii) approves the purchase of raw materials/components, in each case for the period specified therein.

The release specifies the binding quantity of Goods and/or the binding quantity of raw materials/components for which the Buyer is obliged to pay the Seller and which the Seller is obliged to supply

to the Buyer for the period specified therein. The release may also specify an estimate of the quantity of Goods to be ordered in excess of the fixed quantity. This forecast is not binding on the Buyer.

H. Order amendment. This refers to an amendment to the Order issued by the Buyer on the Buyer's order form via the Buyer's standard purchasing protocol, which reflects a change or modification to the Order. If an Order Change has the same purchase order number as the original Order, it is still considered a change to the original Order, not a new Order. If releases issued under an Order have the same purchase order number as the Order, they are not considered a change to the Order and are designated solely as releases under that Order.

4. Duration. Unless a different termination date is stated on the front of the Order or any addendum to the Order, and subject to the Buyer's rights to terminate the Order, the term of the Order shall be the period commencing on the issue date stated on the front of the Order or an amendment to the Order and continuing for the duration of production of the relevant OEM vehicle programme(s) for which the Goods covered by such Order are (including model refreshes and programme extensions or reductions), as determined by the relevant OEM customer. The Seller's obligations regarding servicing and spare parts shall remain in force even after the termination or expiry of the Order or any amendment to the Order. If the Seller manufactures and/or supplies Goods to the Buyer on the basis of releases issued under an Order that has expired, then the terms of the expired Order has expired shall continue to apply until the Order that has expired is replaced by a new Order or another written agreement between the Buyer and the Seller relating to such Goods.

5. Quantity.

A. The quantity applicable to each order is stated on the front of the order. The stated quantity may relate to up to one hundred per cent (100%) (or “all”) of the Buyer’s requirements for the Goods. For all Blanket Orders and orders under a demand contract, the Buyer shall issue a release (see Section 3.G) specifying the quantities required for the specified delivery dates and delivery locations. The Seller acknowledges and agrees that, notwithstanding anything in any Order to the contrary, the Seller is obliged to supply the Buyer with Goods in at least the quantity and for at least the period specified in any Release. The 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 of the contract (see Section 18.B). Releases may include volume and time projections (see Section 6), but releases are binding on the Buyer only for the quantities specified in the release as fixed, and the Buyer shall have no obligations or liabilities in respect of them beyond such quantities. The Seller acknowledges and agrees to assume the risk associated with the delivery times of various components if they exceed the fixed quantities specified in the release provided by the Buyer.

B. Unless expressly stated in the Order that the Seller shall manufacture one hundred per cent (100%) of the Buyer’s requirements for the Goods, the Buyer shall be entitled to source part of such Goods from another third-party supplier or from the Buyer’s internal resources.

6. **Volume and Duration Projections. From time to time** and in connection with quotations, enquiries 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 the programme (“**Volume and Duration Projections**”). Unlike the release of a fixed quantity, Volume and Duration Projections are not binding on the Buyer. Nor do they constitute evidence of a contract of requirements. The Seller acknowledges that Volume and Duration Projections, like any other forward-looking projections, are based on a number of economic and commercial factors, variables and assumptions, some or all of which may change over time and may or may not be accurate at the time they were created or subsequently. The Buyer makes no representation, warranty, guarantee or undertaking of any kind or nature, express or implied, regarding any volume and duration forecasts or other estimates, forecasts or projections provided to the Seller, including their accuracy or completeness. The Seller acknowledges that Volume and Duration Projections may not be accurate and that the actual volume or duration may be lower or higher than the projections. The Seller acknowledges that this risk and potential reward is an aspect of the automotive industry.

7. **Requirements for world-class suppliers.** The Seller must provide goods that are globally competitive in terms of *cost* (see Section 3.1), *quality* (see Section 9), *supply* (see Section 110), *technology* (see Section 11) and *customer support* (see Section 12). Any reference to a world-class supplier in these terms and conditions and in any other document or agreement between the Buyer and the Seller incorporates by reference each of the above elements (cost, quality, delivery, technology and customer support) and all terms, conditions and requirements relating to these elements in these Terms and Conditions. Failure by the Seller to meet the requirements of a

constitutes grounds for immediate termination of the order by the Buyer in accordance with Clause 4.18.A.

8. Costs.

A. The prices charged for the Goods specified in the Order shall not be subject to increase, including increases based on changes in the costs or availability of raw materials, components, labour, logistics, energy or services, overheads or exchange rate fluctuations, unless expressly agreed by the Buyer in an addendum to the Order or signed in writing by the Buyer's Authorised Representative.

B. The Seller agrees that any price reduction made by the Seller in respect of any Goods or related charges shall apply to all shipments of such Goods under the Order or any amendment to the Order from the time the Seller makes the price reduction and thereafter.

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

D. The Seller undertakes to participate in the Buyer's cost-saving and productivity programmes and initiatives and to implement its own cost-saving and productivity programmes and initiatives with the aim of reducing the Seller's costs.

E. All taxes, duties, tariffs or other charges of any kind levied by any state, local, foreign or other governmental authority which the Seller is obliged to collect or pay in connection with the manufacture, sale, purchase, supply, storage, processing, use, consumption, transport, import or export of any Goods or any materials or components used by the Seller in connection with performance under the Order shall be borne by the Seller. The Seller undertakes to pay all such taxes, tariffs, duties or other charges and further undertakes to reimburse the Buyer for all such payments made by the Buyer.

9. Quality. A. The Seller shall comply with all the Buyer's quality requirements, including, but not limited to, the relevant plans relating to ISO 9001 (minimum requirement) or IATF 16949 (preferred requirement), ISO 14001 (or their current successors or equivalents) and various OEM requirements for reporting on end-of-life vehicles ("ELV") and other requirements, in each case as amended from time to time.

B. The Seller undertakes to participate in the Buyer's quality and development programme(s) and to comply with all quality requirements and procedures established by the Buyer, which shall be revised from time to time. Subject to the Buyer's liability assessment, the Seller may be held liable for all costs associated with the investigation of quality issues, their mitigation and corrective actions arising from Goods supplied by the Seller

to the Buyer (including activities of third parties identified and initiated by the Buyer). The Seller is obliged to provide all reasonable support requested by the Buyer to promptly resolve and rectify quality issues relating to the Goods supplied. The Seller is obliged to provide additional resources as required and as specified by the Buyer to support product development, process development, validation (including, but not limited to, AIAG standards, Level 3 (or its current equivalent) PPAP), the start of production, or any issue that could jeopardise the success of the production or assembly of any Goods or the Customer's relevant programme.

C. The Seller must ensure that the total equipment (both shared and dedicated) and facility capacity are sufficient to meet the Buyer's needs. Ongoing capacity analysis must take into account at least: fluctuations in scrap rates, 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 one-day quantity of Goods of acceptable quality in less than 24 hours, in order to meet the Seller's Capacity Planning Volume ("CPV"). The Buyer is not obliged to pay the Seller any additional costs if the released quantity does not exceed the Seller's CPV. The capacity requirement and CPV do not constitute a volume, schedule or any other commitment on the part of the Buyer.

D. The Seller is responsible for all subcontractors of goods or services. The Seller must maintain appropriate development, verification, commissioning and ongoing supervision 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, as set out in the Order.

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

10. Delivery.

A. Deliveries shall be made in the quantities and at the times specified in the Order or in the call-offs submitted by the Buyer. The time and quantity of deliveries are essential terms of every Order. The Seller is obliged to comply with the shipping instructions set out in the Order or in the call-offs. The Buyer shall not be obliged to make payment for Goods delivered to the Buyer in excess of the binding quantities and delivery schedules specified in the Buyer's call-offs or in the spot-buy order. The Buyer shall be obliged to pay only for Goods and services actually received from the Seller. The Buyer may amend the rate and/or quantity of scheduled deliveries or order a temporary suspension of scheduled deliveries, neither of which shall entitle the Seller to a price adjustment for the Goods covered by any Order. With each delivery, the Seller is deemed to have made the representations, warranties and undertakings regarding its financial and operational position set out in Section 15.

B. The costs of premium transport and/or other related costs necessary to meet the delivery schedules set out in the Reports shall be borne exclusively by the Seller,

unless the delay or costs arose solely as a result of the Buyer's negligence and the Seller notifies the Buyer of any claim against the Buyer within ten (10) days of the occurrence of the alleged negligent act by the Buyer giving rise to such claim.

C. Notwithstanding any delivery terms, Incoterms or similar terms stated on the face of the Order or any agreement regarding the payment of transport costs or the place of delivery, for the purposes of determining the transfer of title and risk of loss in respect of any Goods, delivery shall not be deemed to have taken place and title and risk of loss shall not pass to the Buyer until the Goods have been delivered to the Buyer's "Ship To" address specified on the front of the Order and have been accepted at that location.

11. Technology

A. If the Buyer has provided or supplied the Seller with any designs, drawings, specifications, plans or other materials containing proprietary information, the Seller shall not disclose or use such designs, drawings, specifications, plans or other materials, including copies thereof, for the benefit of the Seller or any other person, except where the Buyer has approved them on the front of the Order or an amendment to the Order, or in writing signed by an Authorised Representative of the Buyer.

B. The Seller expressly warrants that all Goods covered by any Order do not and have not infringed any patent, trade mark, copyright or other intellectual property rights of any third party. The Seller (i) agrees to defend, indemnify and hold harmless the Buyer and its Customers from and against all claims, demands, losses, suits, damages, liabilities and expenses (including actual fees for solicitors, experts and advisers, settlement costs and court judgments) arising in connection with any action, claim or suit for actual or alleged direct or contributory infringement or inducement to infringe any domestic or foreign patent, trademark, copyright or other proprietary right arising from the manufacture, use or sale of the ordered Goods, including infringement resulting from compliance with specifications provided by the Buyer, or for any actual or alleged misuse or misappropriation of trade secrets arising directly or indirectly from the Seller's conduct; and (ii) waives any claims against the Buyer and its Customers, including any claims for damages or similar claims, whether known or unknown, contingent or latent, in any way related to a claim made against the Seller or the Buyer on the grounds of infringement of any patent, trademark, copyright or other proprietary right, including claims arising from compliance with specifications provided by the Buyer. The Seller hereby assigns to the Buyer all rights, title and interest in all inventions, trade marks, copyright and other proprietary rights in any material created and paid for by the Buyer in connection with each Order. Technical information and data provided to the Buyer in connection with each Order shall be treated as non-confidential.

C. The Seller expressly warrants that all works of authorship (including, without limitation, computer programs, technical specifications, documentation and manuals), ideas, inventions

(whether patentable, patented or not), know-how, processes, compilations of information, trade marks and other intellectual property (collectively, **the “Deliverables”**) are the Seller’s original works and do not contain any intellectual property (including copyright, patents, trade secrets, design rights or trade mark rights) of any third party.

D. All Deliverables created in the course of fulfilling any Order (whether separately or as part of any Goods) and all intellectual property rights in the Deliverables are owned by the Buyer, not the Seller. The Seller agrees that all original copyright works created by the Seller in connection with each Order are “works made to order” or fall under a similar doctrine under applicable intellectual property law. To the extent that the Seller holds any intellectual property rights in the Deliverables by operation of law, the Seller hereby assigns to the Buyer all rights, title and interest, including copyright and patent rights, in such Deliverables. The Seller shall perform (or cause to be performed) all further acts and matters and shall prepare and deliver (or cause to be prepared and delivered) all further documents required by applicable law or reasonably requested by the Buyer, so that all rights, title and interests assigned to the Buyer under this section shall vest in the Buyer.

E. The Seller grants the Buyer an irrevocable, non-exclusive, worldwide licence, with the right to sub-license to Affiliates, to use all technical information, know-how, copyrights and patents owned or controlled by the Seller or its Affiliates for the manufacture, manufacture, use and sale of any Goods supplied by the Seller pursuant to the Order. The licence shall take effect from the first delivery of Goods pursuant to the Order. For a period of two (2) model years from the first delivery of Goods by the Seller pursuant to the Order, the Buyer shall pay the Seller a “reasonable licence fee” for this licence, which the Seller acknowledges as being included in the price paid by the Buyer to the Seller for the Goods. In the event that the Buyer obtains the Goods from a party other than the Seller as a result of the termination of the entire Order or part thereof due to the Seller’s insolvency pursuant to Article 16 or a breach of the Seller’s obligations pursuant to Article 18.A, then the Buyer’s licence shall be free of charge, fully paid up, perpetual and irrevocable. In the event that the Buyer obtains the Goods from a party other than the Seller for any other reason, the Buyer shall pay the Seller a “reasonable licence fee” for a period of two (2) model years from the date of the first delivery of the Goods by the Seller, after which the Buyer’s licence shall be free of charge, fully paid up, perpetual and irrevocable.

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

12. Customer Support. A. The Seller shall support all of the Buyer’s supplier initiatives and assist the Buyer in fulfilling its customers’ initiatives, including providing such information or disclosures, complying with such requirements, standards, policies

or laws, certifying such compliance, and performing all other acts that the Buyer deems necessary or desirable and which are within the Seller's control, in order to enable the Buyer enable it to fulfil its obligations in accordance with **the terms** and conditions of the Buyer's customers ("**Customer Terms**"). The Seller confirms that it is familiar with the automotive industry and the relevant Customer Terms. Upon written request from the Seller, the Buyer is obliged to cooperate with the Seller and explain to it all applicable Customer Terms.

B. The Seller acknowledges that the Buyer may incorporate the Goods into the goods or services it sells to its own customers. The Seller agrees that, as part of the consideration under this Agreement, it is bound by the relevant Customer Terms in favour of the Buyer. In the event of any conflict between the Customer Terms and Conditions and any provisions of the Order, the Buyer shall have the right to determine that the provisions of the Customer Terms and Conditions shall prevail to the extent necessary or desirable to resolve such conflict. The Seller shall indemnify the Buyer against all claims and demands made by the Buyer's Customer that relate to or are caused by the Seller's failure to comply with the Customer Terms and Conditions, including any Customer Terms and Conditions that exceed the requirements of the Order or are inconsistent with it.

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 the Buyer, and all industry standards, laws and regulations in force in the countries where the Goods or vehicles equipped with such Goods are to be sold, and that all Goods shall be merchantable, of good material and workmanship, and free from defects. The Seller further confirms that it is aware of the Buyer's intended use and expressly warrants that all Goods covered by each Order shall be suitable and adequate for the specific purpose intended by the Buyer.

B. The Seller expressly warrants that the Seller shall transfer to the Buyer full title to all Goods under the Order, free from any liens, claims or other encumbrances.

C. All warranties shall remain in force for the longer of the following periods: (i) the period specified by the relevant legislation 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 the owners of vehicles (or other finished products) in which the Goods or any parts, components or systems containing the Goods are installed, to take remedial action to rectify a defect or condition relating to the safety of motor vehicles or the non-compliance of the vehicle with applicable legislation, safety standards or guidelines, whether in connection with a recall campaign or other customer satisfaction initiative or remedial service campaign ("**Remedial Action**"), the warranty shall remain in force for such period as may be prescribed by the Buyer's customer or by the state, local or foreign government where the Goods are used or supplied, and the Seller shall be obliged to comply fully with the requirements under Article 13.I.

D. The warranty period for non-manufactured Goods is the longer of the following periods: 1) two (2) years from final acceptance by the Buyer, 2) the period specified in the Seller's sales materials, or 3) the period agreed by the parties in any related contract.

E. The purpose of all warranties is to provide the Buyer with protection against any warranty claims made against the Buyer by its Customer. This includes, among other things, the fulfilment of all warranties required by the Customer relating to the Goods in question or to products in which the Goods are incorporated. All such warranties required by the Customer are incorporated by reference.

F. Any of the following communications shall be deemed a notice of breach of warranty under the Order: (i) any communication setting out a defect, non-conformity, complaint regarding a defect or any other issue or quality problem with the Goods sold under the Order; (ii) any communication to the Seller alleging that the Seller's Goods breach any warranty or that the Seller is in default of performance of the Order; and (iii) a notice of termination of the contract by the Buyer pursuant to Section 18.A. Any such claim of breach by the Buyer may only be waived in writing by an authorised member of the Buyer's legal department.

G. In order to mitigate its own losses, the Buyer may fully defend any claim by a Customer that any Goods supplied by the Seller are defective, breach a warranty or otherwise fail to meet 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, by taking such action, the Buyer in any way restricts the Buyer's right to bring against the Seller a claim for breach of warranty, contribution, indemnity or any other claim that may arise from the Customer's claim for a defect, breach of warranty or otherwise related thereto.

H. In the event that the Seller wishes to participate in any proceedings with the Buyer's Customer relating to the foregoing or any related legal dispute or defence of such a claim, then in any event where the Seller receives a notice of non-performance or a claim for breach, the Seller shall immediately notify the Buyer of its request to participate in accordance with Article 444.

I. Notwithstanding the expiry of the warranty period specified in Section 13.C or 13.D, the Seller shall nevertheless be liable for the costs and damages associated with the implementation of remedial measures to the extent that such remedial measures are based on a reasonable finding (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 bear all reasonable costs associated with determining whether a Remedial Measure is necessary. The Buyer and the Seller agree that any Remedial Action relating to the Goods for the Buyer shall be treated separately and differently from similar Remedial Actions relating to other goods of the Seller; provided that such separate and different

treatment is in accordance with the law and the Seller shall in no event neglect its obligation 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 Measures.

14. Modifications.

A. The Buyer reserves the right at any time to order changes or to require the Seller to make changes to the Goods under any Order or amendments thereto, including, without limitation, changes to the design (including drawings and specifications), materials, workmanship, methods of packaging and transport, and the date or place of delivery of the Goods to which the Order relates, or otherwise to alter the scope of work to which the Order relates, including work relating to matters such as inspection, testing or quality control, and the Seller undertakes to implement such changes without delay. Any such changes shall be deemed not to affect the performance period or costs under the Order unless (i) the Seller provides the Buyer with written notice in accordance with Section (ii). 444 regarding 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 review of such a claim, the Buyer decides that an adjustment (upwards or downwards) is appropriate. Any such claim by the Seller for an adjustment to the time of performance or costs under the Order must be solely and directly the result of a change ordered by the Buyer, and any notice of such a claim shall only be effective if accompanied by all relevant information enabling the Buyer to verify such a claim. Furthermore, the Buyer shall have the right to inspect all relevant records, equipment, work or materials of the Seller in order to verify any claim. The Seller shall be obliged to consider and inform the Buyer of the impact of the design change on the system in which the Goods covered by the Order are used. Nothing in this Section 14 shall relieve the Seller of the obligation to continue to fulfil the Order as amended.

B. Without the Buyer's prior consent on the front of the Order amendment or in writing signed by the Buyer's Authorised Representative, the Seller shall not make any changes to the Order or the Goods to which the Order relates, including, without limitation, changes to (i) any supplier of services, raw materials or goods used by the Seller in connection with performance under the Order, (ii) the premises from which the Seller or such supplier operates, (iii) the place from which any Goods covered by the Order are dispatched, (iv) the price of any Goods covered by the Order, (v) the nature, type or quality of any services, raw materials or goods used by the Seller or its suppliers in connection with the Order; (vi) the suitability, form, function, appearance or performance of any Goods covered by the Order; or (vii) the method of manufacture or any process or software used in the manufacture or provision of any Goods under the Order. Any changes to the Order or the Goods covered by the Order made by the Seller without the Buyer's prior approval on the front page of an addendum to the Order or in writing signed by the Buyer's Authorised Representative shall constitute a breach of the Order.

15. Financial and operational status of the Seller.

A. The Seller represents and warrants to the Buyer as at the date of each Order (such representations and warranties shall be deemed to be repeated as at the date of acceptance of each release under the Order by the Seller and at the time of each delivery under the Order), that it is not insolvent and that it pays all debts as they become due; that it complies with all credit agreements and other obligations; that all financial information provided by the Seller to the Buyer and relating to the Seller is true and accurate; that such financial information faithfully reflects 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 consistently and thoroughly.

B. The Seller shall allow the Buyer and its representatives to inspect the Seller's books and records relating to the performance of each Order and the Seller's overall financial position, and undertakes to provide the Buyer, upon request, with full and complete access to all such books and records for this purpose. The Seller further agrees to allow the Buyer to conduct an audit of the Seller's current policies, architecture, standards, rules and procedures in the field of information technology and security. The Seller agrees that if any issues arise with the Seller regarding quality, deliveries or operations in connection with any Order, the Buyer may, but is not obliged to, appoint a representative to be present at the Seller's premises to monitor its activities. The Seller agrees that if the Buyer provides the Seller with any assistance (financial or otherwise) necessary for the Seller to fulfil its obligations under any Order, the Seller shall reimburse

the Buyer all costs, including fees for legal representation and other experts, incurred by the Buyer in connection with such assistance, and shall grant the Buyer a right of access to use the premises, machinery, equipment and other assets of the Seller necessary for the manufacture of the Goods covered by such an Order (and a charge to secure the right of access) pursuant to an access and security agreement.

16. Insolvency of the Seller. The Buyer may immediately terminate, unless prohibited by applicable law, the entire Order or any part thereof, without the Buyer being liable to the Seller any liability should any of the following events occur, or any other similar or comparable event (hereinafter referred to as **the "Seller's insolvency"**): (i) the ; (ii) the Seller's failure to provide the Buyer without delay sufficient and reasonable assurance of the Seller's financial ability to fulfil in a timely manner any of the Seller's obligations arising from any Order; (iii) the filing of a voluntary petition for the Seller's bankruptcy by the Seller; (iv) the filing of an involuntary petition for bankruptcy against the Seller; (v) the appointment of a liquidator or administrator for the Seller's estate; (vi) the assignment of a claim in favour of the Seller's creditors; or (vii) any measure taken by the Buyer (financial or otherwise) that is necessary to enable the Seller to fulfil its obligations arising from any Order.

17. Remedies in the event of a breach by the Seller.

A. The rights and remedies reserved to the Buyer in each Order, including, without limitation, the rights of entry, reclamation and inspection under Clause 23, are cumulative with and supplementary to all other or further remedies provided by law or in equity. Without limiting the generality of the foregoing, if the Seller or any Goods supplied by it fail to comply with the warranties set out herein or fail to meet any of the world-class supplier conditions under Section 7, the Buyer shall notify the Seller and

the Seller shall, at the Buyer's request, reimburse the Buyer for all special, incidental and consequential damages caused by such breach of warranty or non-conforming Goods, including, without limitation, 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 Measures; and (d) in connection with claims for damages for personal injury (including death) or property damage caused by such non-conforming Goods. If requested by the Buyer, the Seller shall, free of charge to the Buyer, manage and process warranty returns for non-conforming Goods in accordance with the Buyer's instructions. The Seller acknowledges and agrees that monetary damages would not be an adequate remedy for any actual, anticipated or threatened breach of any Order by the Seller in respect of its supply of Goods to the Buyer, and that, in addition to all other rights and remedies which the Buyer may have, the Buyer shall be entitled to specific performance and to interim, preliminary and permanent injunctions or other equitable relief as a remedy for any such breach, without the need to prove actual damage and without the requirement of a bond or other security.

B. Furthermore, notwithstanding the foregoing, the Seller acknowledges that a shutdown of the Customer's plant causes problems for which monetary damages are not a sufficient remedy. Whilst the costs of plant shutdown can easily amount to substantial sums, the damage to the Buyer's relationship with the Buyer's Customer resulting from potential loss of reputation or business, and other damages that are equally difficult to quantify, are far more severe. In view of these risks, in the event of a breach or threatened breach of any of the Seller's representations, warranties or undertakings (including, without limitation, any undertaking relating to the Seller being a world-class supplier) by the Seller, without prior notice to the Seller, arrange for the manufacture of the Goods by a supplier other than the Seller or to source any Goods covered by this declaration from a second supplier (i.e. to have another supplier manufacture or be prepared to manufacture the Goods manufactured by the Seller) in order to protect the Buyer and its Customers. This process of switching suppliers may take a considerable amount of time, and the Seller acknowledges that, given the risks posed by a potential cessation of operations by the Buyer's Customer, the Buyer is entitled to initiate and switch suppliers without prior notice to the Seller.

C. The Seller understands that securing resources during the programme, although undesirable, is part of doing business in the automotive industry and is a recognised risk for sellers in this sector. Even the risk of financial or operational uncertainty for the Seller is, in view of the enormous risks to the Buyer and its customer, an example of a legitimate

reason for relocating production, without notice, and that any ancillary or related activity by the Buyer is understandable and reasonable.

D. Notwithstanding anything to the contrary contained in any Order, the Buyer does not waive any claims against the Seller that are wholly or partly based on any fraud or coercion in connection with the Order or on any breach or alleged breach of the Order or any other Order between the Buyer and the Seller (even if that Order relates to other products).

E. Any breach of contract or agreement with the Buyer or its subsidiaries or affiliates by the Seller or any of its subsidiaries or affiliates shall be deemed a breach of the Order, entitling the Buyer to pursue all available remedies.

18. Termination.

A. The Buyer's right to terminate the contract on the grounds of breach. The Buyer reserves the right to terminate the entire Order or any part thereof immediately, without the Buyer incurring any liability to the Seller, if the Seller: (i) refuses, breaches or threatens to breach any term of the Order, including, without limitation, the Seller's warranties and the world-class supplier provisions; (ii) fails to perform or deliver the Goods in accordance with the Buyer's instructions; or (iii) fails to provide the Buyer with sufficient and reasonable assurance of the Seller's ability to fulfil in a timely manner any of the Seller's obligations arising from the Order, including, without limitation, the delivery of the 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 is related to the Order).

B. The Buyer's right to terminate the contract for convenience. (1) In addition to any other rights of the Buyer to terminate any Order, the Buyer may, at its option, at any time and for any reason, terminate the whole or any part of the Order immediately by written notice to the Seller.

(2) Upon receipt of notice of termination under this Section 18.B, the Seller shall, unless the Buyer specifies otherwise in writing, (i) immediately cease all work under the Order; (ii) transfer title to and hand over to the Buyer any usable and marketable finished Goods, work in progress and raw materials/components that the Seller has manufactured or procured; (iii) settle all claims of subcontractors approved by the Buyer on the front page the Order or an addendum to the Order or in a written statement signed by the Buyer's Authorised Representative, if any, for the payment of reasonable actual costs which become irrecoverable as a result of such termination; (iv) take steps as

necessary to protect the assets held by the Seller in which the Buyer has an interest, and (v) upon the Buyer's request, to cooperate with the Buyer in arranging for the supply of the Goods covered by the Order to an alternative supplier designated by the Buyer.

(3) Upon termination of any Order by the Buyer pursuant to this Section 18.B, the Buyer shall pay to the Seller, without duplication, the following amounts: (i) the price of the Order for all finished and completed Goods that meet the requirements of the Order and have not previously been paid for; (ii) the Seller's reasonable actual costs for usable and marketable work-in-progress and raw materials/components transferred to the Buyer in accordance with sub-section B(2)(ii) of this section, to the extent that they have not already been settled by the Buyer's interim payments or otherwise under the Order; (iii) the Seller's reasonable actual costs of settling claims arising from liabilities that the Seller may have towards subcontractors approved by the Buyer on the front page of the Order or in an addendum to the Order or in a signed written document by the Buyer's Authorised Representative

in the event that the contract had not been terminated, and (iv) the Seller's reasonable actual costs of fulfilling its obligations under sub-clauses B(2)(iv) and B(2)(v). The Buyer shall not be liable for any other alleged losses or costs, whether described as loss of anticipated profit, unabsorbed overheads, interest on receivables, product development and engineering costs, costs of rearranging or leasing plant and equipment, unamortised depreciation costs, general and administrative costs arising from the termination of the Order or otherwise, and shall not be obliged to pay them to the Seller, nor on the basis of claims by the Seller's subcontractors. Notwithstanding anything to the contrary in this provision, the Buyer's liability to the Seller following termination under this Section 18.B shall not exceed the liability that the Buyer would have had towards the Seller had the termination not occurred.

(4) Within twenty (20) days of the effective date of termination under this Section 18.B, the Seller shall submit to the Buyer its claim for termination of the contract together with all supporting data, which shall consist exclusively of items of the Buyer's liability to the Seller as set out 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 request for termination of the contract.

C. The Seller shall not have the right to terminate the contract. As the Buyer's obligations to its customers are accepted subject to the Seller's obligations under each Order, the Seller shall not have the right to terminate or otherwise suspend performance of the whole or any part of an Order for any reason, including, without limitation, the Seller's uncertainty regarding performance by the Buyer. In the event of any dispute between the Seller and the Buyer arising out of or in connection with any Order, the Buyer and the Seller shall endeavour to resolve the dispute in good faith; however, no such dispute

shall not relieve the Seller of its obligation to provide the Buyer with continuous and uninterrupted supplies of the Goods in accordance with the terms of the Order.

D. Transition of Supplies. Upon the expiry or earlier termination of any Order for any reason, the Seller agrees to take such steps as the Buyer may reasonably require to effect a transition from the Seller to an alternative supplier, including, without limitation, the steps set out below. The term “alternative seller” expressly includes, but is not limited to, facilities owned or operated by the Buyer or its affiliates.

(1) The Seller shall provide all notifications necessary or desirable to enable the Buyer to place the order with another seller.

(2) The Seller shall be obliged to continue the uninterrupted manufacture and supply of the Goods covered by the Order at the prices, quantities and under the other terms and conditions set out in the Order, without any surcharge or other conditions, for the entire period reasonably required by the Buyer to complete the transition to any alternative supplier chosen by the Buyer, including the provision of sufficient stock of the Goods at the Buyer’s discretion to ensure a smooth transition to any alternative supplier chosen by the Buyer.

(3) The Seller shall be obliged to return to the Buyer all pledged assets and any other assets supplied by the Buyer or its customers in the condition in which they were received, subject to reasonable wear and tear.

(4) The Seller shall, at the Buyer’s option, (i) assign to the Buyer all supply contracts or orders for raw materials or components relating to the Order, (ii) sell to the Buyer, at the Seller’s expense, all stock and work in progress relating to the Order, and (iii) sell to the Buyer, for the unamortised portion of the purchase price of such items, less any amounts previously paid by the Buyer to the Seller for the purchase price of such items, all of the Seller’s assets relating to the Order (see Article 22).

19. Limitation of Liability. Under no circumstances 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, without limitation, spot-buy Orders, Blanket Orders or call-off Orders). The Buyer’s liability for claims of any kind or for any loss or damage arising from any Order, Goods or other agreement between the Buyer and the Seller, or in connection therewith, shall be subject to reasonable limitation periods, provided such claim arose as a result of an event giving rise to the claim.

The Buyer and the Seller agree that “**Reasonable Limitation Period**” means the following amounts, without duplication: (i) the Order price for all finished and completed Goods that comply with the requirements of the Order and which has not previously been paid; (ii) the Seller’s reasonable actual costs

incurred by the Seller for usable and marketable work-in-progress and raw materials/components,

which have been transferred to the Buyer in accordance with the termination of the contract and which are covered

by outstanding binding releases from the Buyer; and (iii) the Seller's reasonable actual costs of settling claims for liabilities that the Seller would have had towards

to subcontractors approved in a signed written document by the Buyer's Authorised Representative had the contract not been terminated, limited to the amount of the binding quantities of Goods and raw materials/components specified in the Notices issued by the Buyer, which are currently outstanding. The Buyer shall not be liable for any other alleged losses or costs, whether described as loss of anticipated profits, reimbursement of investments, unabsorbed overheads, interest on

receivables, product development and design costs, costs of rearranging or leasing plant and equipment, unamortised depreciation costs, general and administrative costs arising from the termination of the Order or otherwise, and shall not be obliged to pay them to the Seller, even on the basis of claims

of the Seller's subcontractors. Notwithstanding anything to the contrary in this provision, the Buyer's liability to the Seller following the termination of any Order shall not exceed the liability the Buyer would have had to the Seller had such Order not been terminated.

20. Assignment. The Seller shall not assign or transfer any of its duties or obligations arising from any Order without the prior consent of the Buyer as set out on the front page of the Order or an amendment thereto, or in writing signed by an authorised representative, such consent being subject to the Buyer's discretion. Any direct or indirect change in the ownership, control or management of the Seller shall be deemed an assignment under the Order, which requires the Buyer's prior consent. The Seller may assign its claims for amounts due from the Buyer under any Order as security for the Seller's debt; however, the Buyer shall not be obliged to pay the assignee until the Buyer has received written notice of the assignment, a true copy of the assignment and a release from the Seller that is reasonably acceptable to the Buyer. Any such assignment shall not prevent the Buyer from enforcing its rights against the Seller or the assignee, including, without limitation, the Buyer's rights to set-off and recourse under Section 3.35, and all such rights of the Buyer against the Seller or the assignee shall take precedence over the rights of such assignee. The Buyer may freely assign to any third party its rights and obligations arising from any Order without the Seller's consent.

21. Pledged Assets.

A. All supplies, materials, moulds, machinery, equipment, designs, tools, dies, jigs, fixtures, plans, designs, specifications, drawings, photographic negatives and positives, works of art, mock-ups, consignment materials for manufacture or repair, related software and other items supplied by the Buyer or the Buyer's Customer, whether directly or indirectly, to the Seller or any subcontractor of the Seller in connection with or in relation to any Order, or for which the Seller has been paid by the Buyer or the Buyer's Customer (hereinafter collectively referred to as **the "Pledged Assets"**), are and shall remain the exclusive property of the Buyer (or its Customer, as the case may be) and shall be held by the Seller on the basis of a lien at its discretion. The Seller bears the risk of loss and damage to the pledged property and shall, at its own expense, keep such pledged property insured in favour of the Buyer, naming the Buyer as the beneficiary

and additional insured. The pledged property must be properly stored and maintained by the Seller at all times; the Seller may not use it for any purpose other than the fulfilment of the Order; it shall be deemed personal property; the Seller must visibly mark it so that it is identified as the Buyer's property and state the Buyer's name and address; it must not be mixed with the Seller's property or that of a third party and must not be removed from the Seller's premises without the Buyer's prior consent on the front of the Order or an addendum to the Order or in a signed written statement by the Buyer's Authorised Representative. The Seller is obliged, at its own expense, to maintain, repair and refurbish the pledged property in first-class condition. All spare parts, accessories, improvements and fittings of such pledged property shall automatically become the property of the Buyer as soon as they are incorporated into or attached to the pledged property. The Seller shall provide the Buyer, upon request, with a written inventory or other statement of account of all pledged property.

B. The Seller agrees that the Buyer has the right at any time, with or without cause and without any charge, to take back into its possession or demand the return of any or all of the pledged property, without the need to obtain a court order. Upon the Buyer's request, the Pledged Assets must be immediately released to the Buyer or delivered to the Buyer by the Seller, either (i) by means of transport on an FCA basis at the Seller's premises (Incoterms 2020), duly packed and labelled in accordance with the requirements of the carrier selected by the Buyer for the carriage of such property, or (ii) to any place designated by the Buyer, in which case the Buyer shall reimburse the Seller for the reasonable costs of delivering such Pledged Property to such place. If the Seller fails to release or deliver any Pledged Asset to the Buyer at the end of the Pledge in accordance with the Buyer's instructions,

(1) this shall constitute a breach of the Order and (2) the Seller shall be liable, inter alia, for conversion and for all costs and expenses, including actual legal fees, incurred by the Buyer in recovering such Pledged Property. The Seller waives any objection to the repossession and removal of any pledged property by the Buyer for any reason or without cause, including bankruptcy or insolvency proceedings. The Buyer shall have the right at any time, within a reasonable period, to enter the Seller's premises and inspect the pledged property and the Seller's records relating to such property. To the maximum extent permitted by law, the Seller waives any liens, claims, easements, interests or other rights that the Seller might otherwise have or assert in or in relation to any Pledged Assets, whether in respect of work performed on such assets, the purchase price of any Goods, or otherwise. To the extent that any intellectual property rights owned by the Seller or licensed to the Seller are embodied in any Pledged Assets or are otherwise necessary for the intended use of any

Pledged Asset, the Seller hereby grants the Buyer a fully paid-up, irrevocable, non-exclusive, worldwide, perpetual licence, to the maximum extent permitted by law, free of charge, with the right to sub-license as necessary for any use of any Pledged Asset, to use such intellectual property rights. The Seller agrees that any missing parts or components of any Pledged Assets shall be replaced by the Seller at normal cost.

C. The Seller acknowledges and agrees that (i) the Buyer is not the manufacturer of the Pledged Assets, nor its agent, nor a dealer in them; (ii) the Buyer is pledging

the pledged assets to the Seller for the benefit of the Seller; and (iii) The Seller has inspected the Pledged Assets and is satisfied that the Pledged Assets are suitable and fit for their intended purposes, and (iv) the Buyer has not made and does not make any warranty or representation, whether express or implied, regarding the suitability, condition, merchantability, design or functionality of the Pledged Assets or their fitness for any particular purpose. The Buyer shall not be liable to the Seller for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the Pledged Assets, including, without limitation, their use or maintenance, or their repairs, servicing or adjustment, or any interruption of operations, or for any loss of business, however caused, including, without limitation, any foreseeable damages, loss of profit 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 relevant authority, which notifies the authority of the Buyer's (or, where applicable, its Customer's) ownership interest in the Pledged Assets. Failure to file a financing statement does not alter or affect the Buyer's (or, where applicable, its Customer's) ownership rights to the Pledged Assets. The Seller shall provide the Buyer, upon request, with a written inventory of all pledged assets.

22. The Seller's assets. Unless the Buyer and the Seller agree otherwise in a written agreement signed by both the Seller and the Buyer's Authorised Representative, the Seller shall, at its own expense:

(i) equip, (ii) maintain in good condition and (iii) where necessary, replace all the Seller's Assets (as defined below). The Seller hereby grants the Buyer an irrevocable option to purchase, free from any liens, claims and other encumbrances, any or all supplies, materials, moulds, machinery, equipment, designs, tools, dies, jigs, fixtures, plans, drawings, specifications, drawings, photographic negatives and positives, the Seller's works of art, copies and other items necessary for the manufacture of the Goods pursuant to any Order (hereinafter collectively referred to as "**Seller's Property**"), which are specially designed or configured for the manufacture or assembly of the Goods under the Order, upon payment by the Buyer of the unamortised portion of the costs of such items of Seller's Property, less any amounts previously paid by the Buyer to the Seller for the costs of such Seller's Property. The Seller shall permit the Buyer to audit the Seller's records for the purpose of verifying the amount due for any of the Seller's Assets. This option does not apply to any of the Seller's Assets which the Seller uses to manufacture a significant quantity of similar products for other customers of the Seller, which the customer(s) cannot readily obtain from third parties, unless, at the Buyer's option upon exercising the option, the Seller assigns to the Buyer, and the Buyer or a person authorised by the Buyer assumes the Seller's obligation to manufacture such products for the Seller's other customers using these items of the Seller's assets during the period following the sale of the Seller's assets to the Buyer.

The Seller shall cooperate with the Buyer in response to the Buyer's reasonable requests for information regarding any such obligation to the Seller's other customers and regarding the execution of such assignment and assumption. The Buyer's right to exercise the option under this Article 22 is not conditional upon any breach by the Seller or termination of the Order by the Buyer.

23. Rights of Access, Remediation and Inspection. The Buyer and its representatives shall have the right to enter the Seller's premises during normal working hours or, in the event of a shutdown by the Seller, at a reasonable time, to inspect the facilities, systems, processes, Goods, stock, work in progress, materials and all property of the Buyer to which any Order relates and, without the need for a court order, to enter the Seller's premises and remove property belonging to the Buyer or any of the Buyer's customers, including, but not limited to, pledged property and other Goods, stock, work in progress, materials or the Seller's property which has been or is to be sold to the Buyer pursuant to an 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 the Goods in progress or the finished Goods.

24. Subcontracting.

A. The Seller shall not subcontract any of its duties or obligations under any Order without the prior consent of the Buyer on the front page of the Order or an amendment thereto, or in writing signed by an Authorised Representative of the Buyer. The Seller shall ensure that any subcontractor so approved meets all the Buyer's Customer's requirements for the approval process of production parts and all other requirements of the Buyer. The Buyer or the Buyer's representative shall have the right to verify, at the premises of any subcontractor and at the Seller's premises, whether the Goods supplied by the subcontractor comply with the specified requirements. Verification carried out by the Buyer or the Buyer's representative (i) does not transfer responsibility for the subcontractor's quality from the Seller to the Buyer, (ii) does not relieve the Seller of its responsibility to provide acceptable Goods, nor (iii) preclude subsequent rejection of the Goods by the Buyer. Notwithstanding any verification by the Buyer or its representative, the Seller remains fully liable for any work subcontracted to third parties.

B. Where the subcontracting of any work by the Seller under any Order is approved by the Buyer on the front of the Order or in an addendum to the Order or in writing signed by an Authorised Representative of the Buyer, 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 Terms and Conditions and the Order.

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

25. Non-conforming Goods. The Buyer may, at its option, reject and return or retain and rectify, at the Seller's risk and expense, any Goods received under any Order that do not conform to the requirements of the Order, even if such non-conformity becomes apparent only during the stage of manufacture, processing or assembly or at a later stage. If the Buyer rejects the Goods as non-conforming, the quantity specified in the Order shall not be reduced by the quantity of non-conforming Goods, unless the Buyer notifies the

the Seller otherwise in writing. The Seller shall replace the non-conforming Goods with conforming Goods unless the Buyer notifies the Seller otherwise in writing, including, inter alia, pursuant to the Buyer's notice of termination under Article 3. 18.A. Non-conforming Goods shall be retained by the Buyer for disposal in accordance with the Seller's written instructions at the Seller's risk. If the Seller fails to provide written instructions within ten (10) days (or within a shorter period that may be commercially reasonable under the circumstances) of notification of non-conformity, this entitles the Buyer, at its discretion, to charge the Seller for the costs of storage and handling or to dispose of the Goods, without the Buyer incurring any liability towards the Seller. The Seller shall reimburse the Buyer for (a) all sums paid by the Buyer in respect of 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, without limitation, inspection, sorting, testing, evaluation, storage, return, disposal or reworking, within ten (10) days of the Buyer issuing a document evidencing the costs. The Buyer's payment for non-conforming Goods does not constitute acceptance, nor does it limit or waive the Buyer's right to pursue any legal or equitable remedy, nor does it relieve the Seller of liability for latent defects.

26. Indemnification. A. The Seller hereby undertakes and agrees to indemnify the Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents against any claims, liabilities, damages (including special, consequential, punitive and exemplary damages), costs and expenses (including actual fees for solicitors, experts and advisers, settlement costs and court judgments) arising in connection with any claims (including legal proceedings, administrative claims, regulatory actions and other proceedings for compensation for personal injury or death, property damage or economic loss) which in any way relate to the Goods, the Seller's representations, the performance or non-performance of the Seller's obligations under any Order, including claims based on a breach or alleged breach of warranty by the Seller (regardless of whether the Goods have been incorporated into the Buyer's products and/or resold by the Buyer), any Remedial Action, any set-off, settlement or recovery of a claim by the Buyer, and claims for breach of any applicable law, decree or regulation or government licence or order. The Seller's obligation to indemnify shall apply regardless of whether the claim arises from tort, negligence, contract, warranty, strict liability or otherwise, except to the extent of liability arising solely from the Buyer's gross negligence. The Seller's obligation to indemnify shall also apply where the Buyer supplies the entire design or part thereof and specifies the entire work or part thereof to be used by the Seller, unless otherwise provided for in a separate written agreement signed by the Seller and the Buyer's authorised representative.

B. If the Seller carries out any work on the Buyer's premises or uses the Buyer's property, whether on or off the Buyer's premises, the Seller shall indemnify and hold harmless the Buyer, its affiliates and subsidiaries and their respective directors, officers, employees and agents from any liability, claims, demands or expenses (including actual legal fees, expert and consultant fees, settlement costs and court judgments) for damage to the Buyer's property or injury (including death) to the Buyer, its employees or any other person arising out of or in connection with the performance of the Seller's work or the use of the Buyer's property, except to the extent that such liability, claim or demand arises solely as a result of the Buyer's gross negligence.

27. Insurance. The Seller shall, at its own expense, obtain and maintain insurance cover customary in the industry and otherwise required by law or reasonably required by the Buyer from such insurers and in such amounts as are reasonably acceptable to the Buyer. This includes, without limitation, obtaining full fire insurance and insurance with extended cover to replacement value for (i) all of the Seller's property and (ii) all pledged property, both at their full replacement value. All such insurance cover must name the Buyer as the beneficiary and additional insured. The Seller shall provide the Buyer with insurance certificates stating the amount of cover, the policy number and the expiry date(s) of the insurance maintained by the Seller, and such certificates must state 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 cover. The provision of insurance certificates or the purchase of insurance by the Seller shall not relieve the Seller of its obligations or liabilities under any Order. If the Seller does not maintain any insurance in accordance with any Order, the Buyer shall be entitled to procure such insurance and the Seller shall be obliged to reimburse the Buyer, upon request, for all actual costs and expenses incurred in procuring such insurance.

28. Compliance with Regulations.

A. The Seller undertakes to comply with all national, local and foreign laws, regulations, rules, ordinances and decrees that may apply to the performance of the Seller's obligations under each Order, and each Order shall be deemed to incorporate by reference all clauses required by the provisions of such laws, regulations, rules, ordinances and decrees. All purchased materials used in the manufacture of the Goods must comply with current government and safety restrictions regarding restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic aspects applicable in the country of manufacture and sale. All suppliers must meet the requirements of the IATF16949, ISO 14001 and ELV, or their current successors or equivalents, which may be amended or updated from time to time.

B. The Seller declares that neither it nor any of its subcontractors, suppliers, agents or other associated third parties (i) shall use forced or compulsory labour or engage in human trafficking, in any form whatsoever, including, without limitation, in breach of the UK Modern Slavery Act 2015 (ii) will not employ any child, except where this is part of a government-approved work training, apprenticeship or similar programme; or (iii) will not engage in labour exploitation or corrupt business practices in connection with the supply or provision of Goods under any Order.

C. The Seller is obliged to adopt and implement a code of conduct for business practices containing principles, rules and procedures that are consistent with the principles, rules and procedures set out in the Buyer's Code of Business Conduct and Ethics, which is accessible via the supplier links on the Buyer's website at www.auriasolutions.com or on any successor website. The Seller is obliged to immediately report any breaches of the Seller's code of conduct

to the Buyer's authorised representative. The Seller undertakes to comply with all applicable anti-corruption laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Bribery Act, and neither the Seller nor any of its subcontractors, suppliers, agents or other affiliated third parties shall engage in any form of commercial bribery, nor shall they, directly or indirectly, provide or offer to provide anything of value to any official or employee of a government body or any state-owned, state-controlled or government-affiliated entity for the purpose of obtaining or retaining any contract, business opportunity or other commercial advantage, nor for the purpose of influencing any action or decision of that person in their official capacity. The Supplier shall respond promptly, fully and truthfully to all requests from the Purchaser for information relating to compliance matters, as further set out in the Supplier Requirements Manual.

D. The Supplier shall provide the Purchaser with written notice immediately upon becoming aware that any director, officer or employee of the Supplier or any of its subsidiaries or affiliates is also a director, an executive or an immediate family member of any director or executive of the Buyer or any of its subsidiaries or affiliates. In the case of the Seller's employees only, the Seller shall be required to disclose such information to the Buyer only if the employee (other than a manager or director of the Seller) is materially involved in the Seller's business relationship with the Buyer or receives any direct or indirect remuneration or benefit arising from the Seller's business relationship with the Buyer.

E. Where the Seller enters into a subcontract for any of its duties or obligations under any Order in accordance with Clause 24, the Seller shall ensure that all subcontractors comply with the requirements set out in this section. 28. At the Buyer's request, the Seller shall confirm in writing that the Seller and its subcontractors comply with all such requirements. The Buyer shall have the right to inspect and monitor compliance with the obligations of the Seller and its subcontractors under any Order. The Seller shall indemnify and hold harmless the Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any and all liability claims, demands or expenses (including actual fees for solicitors, experts and advisers, settlement costs and court judgments) arising out of or in connection with any breach of the Seller's or its subcontractor's obligations.

29. Requirements for the approval of production parts. With regard to orders for production parts, the Seller undertakes to comply with all requirements set out in the industry's production parts approval manual and undertakes to submit this information and related data to the Buyer upon request, regardless of the approved submission level, at Level 3 or its current equivalent, unless the Buyer authorises otherwise on the front of the Order or an Order Addendum or in a written statement signed by an authorised representative of the Buyer.

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

31. Transport; disclosure of components and materials and compliance with regulations.

A. The Seller undertakes (i) to properly pack, mark and dispatch the Goods in accordance with the requirements of the Buyer, the carriers involved and the laws and regulations of the country of manufacture, the country of destination and all countries through which the Goods will be transported, including, without limitation, laws and regulations governing the handling and transport of dangerous goods or hazardous materials, and otherwise in a manner that ensures the lowest possible transport costs; (ii) to route the shipment in accordance with the Buyer's instructions; (iii) not to charge any fees for handling, packaging, storage, transport (including customs duties, taxes, charges, etc.), vehicle costs or other costs of transport or carriage of the Goods, unless the Buyer approves otherwise on the front of the Order or in an addendum to the Order or in writing signed by the Buyer's Authorised Representative; (iv) to provide documentation for each consignment stating the Order number, Order amendment or release number, the Buyer's part number, or the Seller's part number where applicable, the number of items in the consignment, the number of cartons or containers in the consignment, the Seller's name and dealer number, the consignment note number and the country of origin; and (v) to immediately hand over the original consignment note or other proof of receipt of the consignment for each consignment 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 purchased Goods.

B. The Seller shall promptly provide the Buyer, in any form and detail requested by the Buyer, with (i) a list of all components and materials contained in the Goods, (ii) the quantities of such components and materials, and (iii) information regarding any changes or additions to such components and materials. Prior to dispatch of the Goods, the Seller undertakes to provide the Buyer with sufficient warning and written notice (including appropriate labels on the Goods, containers and packaging) regarding any dangerous goods or hazardous materials that form part of or are included in any consignment of Goods, together with such specific handling instructions as are necessary to advise the carriers involved, the Buyer and their respective employees on how to exercise due care and caution when handling, transporting, processing, registration, use, disposal or recycling of the Goods, containers and packaging shipped to the Buyer, to exercise such care and caution as will comply with all laws and regulations and best prevent personal injury or damage to property. The Seller shall comply with all applicable national, local and foreign laws and regulations regarding product labelling and warnings. Where the Seller ships Goods to European destinations, the Seller shall, prior to dispatch, inform the Buyer of the "Classification of Dangerous Goods" in accordance with the requirements of the European Agreement concerning the "International Carriage of Dangerous Goods". Upon the Buyer's request, the Seller shall confirm in writing to the Buyer the origin of all components or materials in the Goods. The Seller shall promptly provide in writing all information regarding the Goods requested by the Buyer or its customers, so that the Buyer and its customers may timely comply with reporting requirements under applicable laws or customer requirements

relating to consumer protection, the REACH Regulation, “extended minerals”, “conflict minerals”, lists of declarable substances or similar materials, components, chemicals or substances, where applicable.

C. All wooden packaging (including pallets) must comply with international standards for softwood. Should the Seller fail to comply with these standards, the Seller shall be liable for all costs, expenses and charges incurred by the Buyer as a result, including, without limitation, legal fees, replacement costs and transport costs.

32. Documents for duty drawback, other government requirements and export controls.

A. At the Buyer’s request, the Seller shall promptly provide all documents required for the purposes of duty drawback, duly completed in accordance with the relevant government regulations. The Seller shall further provide, at its own expense, all necessary information (including written documentation and electronic records of transactions relating to the Goods, tools and equipment necessary for the Buyer to fulfil all obligations relating to customs regulations or other government agencies, origin marking or labelling requirements, and certification or local content reporting requirements, so that the Buyer may claim preferential tariff treatment upon the entry of the Goods, tools and equipment covered by the relevant trade preference schemes, and to take all measures necessary to ensure that the Goods are covered by any applicable duty deferral scheme(s) or free trade scheme(s) of the importing country. The Seller shall, at its own expense, provide the Buyer or a service provider designated by the Buyer with all documentation enabling the export of the Goods and shall obtain all export licences or permits necessary for the export of the Goods, tools and equipment, unless otherwise specified in the Order; in such a case, the Seller shall provide all information that may be necessary for the Buyer to obtain such licences or permits. Any credits or benefits arising from or in connection with any Order, including trade credits, export credits or refunds of duties, taxes or charges, shall accrue to the Buyer.

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

33. Invoices. All invoices and/or advance shipping notices (“ASNs”) for Goods dispatched under each Order must include the Order number, the Order change number or release number, the Buyer’s part number, or the Seller’s part number where applicable, the number of items in the consignment, the number of cartons or containers, the Seller’s name and number, and the consignment note number, prior to the Buyer making any payment for the Goods. Furthermore, no invoice may contain a reference to any term that differs from these Terms and Conditions or the terms stated on the face of the Order. The Seller must send all invoices within two (2) months of the date on which the Buyer

received the Goods or they were made available to it. The Buyer reserves the right to return or reject any invoices or related documents submitted incorrectly or in breach of these Terms and Conditions. The payment terms shall commence upon receipt of the last correct invoice or ASN and their entry into the Buyer's system by the Buyer's relevant equipment. Any payment by the Buyer of a non-compliant invoice shall not constitute acceptance of any non-compliant element or condition on such invoice.

34. Payment Terms.

A. The payment terms will be set for the seller in the buyer's central accounts payable system, provided the seller is registered in the buyer's CPS system. If the seller is not registered in the CPS system and unless otherwise specified or agreed in the order, payment will be made within 45 days at the end of the month following the date of delivery.

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

C. Notwithstanding the specific payment terms relating to the Order (i) under no circumstances shall the Seller be entitled to payment for the Tools before the Buyer has been paid by its Customer for such Tools, (ii) under no circumstances shall a Seller who is a Managed 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, where applicable, for the goods into which such Goods are incorporated, and (iii) the Buyer may, at its option and upon notice to the Seller, adjust its payment terms for manufactured Goods to reflect any change in the payment terms of the Buyer's Customer relating to the Goods under any Order.

35. Set-off, Offset and Contractual Reimbursement.

A. All amounts (including the value of goods and services at their contractual or fair market value) payable by the Buyer or any of the Buyer's subsidiaries or affiliated companies to the Seller or any of the Seller's subsidiaries or affiliated companies shall be set off against any debts or other liabilities of the Seller or any of the Seller's subsidiaries or affiliated companies to the Buyer or any of the Buyer's subsidiaries or affiliated companies. The Buyer or any of the Buyer's subsidiaries or associated companies may, without prior notice to the Seller or any of the Seller's subsidiaries or associated companies, set off or enforce any amounts (including the value of goods and services at their contractual or fair market value) which are or become due from the Seller or the Seller's subsidiaries or associated companies to the Buyer or the Buyer's subsidiaries or associated companies, irrespective of how and when they arise. In the event that

the Buyer or any of its subsidiaries or associated companies reasonably feels at risk, the Buyer or any of its subsidiaries or associated companies may withhold and recover the corresponding

amount due to the Seller or any of its subsidiaries or affiliates to protect against such risk.

B. **"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 direct or indirect ownership of forty per cent (40%) or more of the capital or equity of a company, or the ability to elect, through voting securities, contract or otherwise, a majority of the board of directors or other governing body of such company.

C. In addition to any other rights provided for or permitted by law or any order, the Buyer or any of its subsidiaries or associated companies may withhold or defer payment of all or part of any amount due from the Buyer or any of its subsidiaries or associated companies (even if such amount is not in dispute), conditional or unsecured and is otherwise due) to the extent of any liability of the Seller or any of its subsidiaries or associated companies to the Buyer or any of its subsidiaries or associated companies, even if such liability is not due, is in dispute, conditional or unliquidated, until such liability is resolved. 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 associated companies is subject to insolvency, bankruptcy, administrative, liquidation or other similar proceedings, the Buyer or its subsidiaries or associated companies may defer payments due to the Seller or any of its subsidiaries or associated companies by way of administrative retention or otherwise against any damages arising from refusal or for any other reason. The Seller unconditionally guarantees the payment of all existing and future liabilities of any of its subsidiaries or associated companies to the Buyer or any of its subsidiaries or associated companies at the time they fall due, 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 such time and date.

36. Exemption from sales tax. The Buyer shall notify the Seller of Goods purchased under each Order, (i) to which the relevant sales tax exemption applies or (ii) for which the Buyer pays the relevant sales tax or use tax directly to such governing body (hereinafter collectively referred to as **"Exempt Goods"**). The Seller shall not include any applicable sales or use tax on the invoice for Exempt Goods.

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

38. Force Majeure. Any delay or failure by the Buyer or the Seller to perform their obligations under the Order shall be excused if and to the extent that the party is unable to perform specifically due to an extraordinary and unforeseeable event or an event beyond its reasonable control and without

its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or adopted by a government authority; embargoes; fires; explosions; natural disasters; civil unrest; wars; sabotage; or the inability to obtain energy (“**Force Majeure Event**”). The Seller acknowledges and agrees that labour disputes or work stoppages, strikes, work slowdowns by employees, the expiry of employment contracts, or changes in the cost or availability of materials, components, labour, logistics, energy or services due to market conditions, supplier actions, applicable laws or contractual disputes do not constitute force majeure events and do not excuse the Seller’s performance under this section or under theories of force majeure, commercial impracticability or other theories, and the Seller expressly assumes these risks and agrees that they are foreseeable. The Seller shall use its best endeavours to ensure that the impact of any such event or events is minimised and to resume full performance under the Order as soon as possible. As soon as possible (but no later than three full working days) after the force majeure event, the Seller shall notify the Buyer in writing of the nature of such delay, inform the Buyer of the expected duration of the delay and the time when the delay will be resolved, and provide any further information reasonably requested by the Buyer. During any delay or non-performance on the part of the Seller, the Buyer may, at its option: (a) purchase the Goods from other sources and reduce or cancel its call-off from the Seller without liability to the Seller, and require the Seller to reimburse the Buyer for any additional costs incurred in procuring substitute Goods compared to the prices set out in the Order; (b) require the Seller to deliver to the Buyer, at the Seller’s expense, all finished Goods, work in progress, and parts and materials manufactured or procured for the work under the Order; or (c) require the Seller to procure the Goods from other sources in the quantity and at the time required by the Buyer and at the price specified in the Order. In addition, the Seller shall, at its own expense, take all measures which the Seller deems reasonably necessary to ensure that, in the event of any anticipated interruption in the supply of Goods, strike or slowdown by employees, or as a result of the expiry of the Seller’s employment contracts, uninterrupted supplies of the Goods are available to the Buyer in an area not affected by such interruption of supplies, for a period of at least thirty (30) days. If, upon the Buyer’s request, the Seller fails to provide within ten (10) days (or within a shorter period requested by the Buyer) adequate assurances that any Force Majeure event will not exceed thirty (30) days, or if any Force Majeure event lasts longer than thirty (30) days, the Buyer may cancel the Order without liability and the Seller shall reimburse the Buyer for all costs associated with the cancellation.

39. Service and spare parts.

A. Upon receipt of the release, the Seller shall sell to the Buyer all goods required by the Buyer to meet the Buyer’s and its customer’s requirements for service and spare parts for the current model year, at current list prices plus any actual difference in net costs for the required custom packaging. If the Goods are a system, module or assembly, the Seller shall sell the components or parts of such systems, modules or assemblies at prices which, in aggregate, shall not exceed the current manufacturing price of the system, module or assembly, reduced by the labour costs associated with the system, module or assembly and any actual net cost difference for the required unique packaging.

B. Upon discontinuation of production of the current model of the vehicle in question, the Seller shall sell to the Buyer the goods necessary to meet the requirements of the Buyer and its customers for servicing and

spare parts for previous model years at the prices stated in the last order for the production of the current model, plus any actual difference in the net costs of the required unique packaging for the first five (5) years of servicing the previous model. For the remaining period during which the Buyer's customer requires service parts, the prices stated in the latest Order for the production of the current model shall apply, plus any actual difference in the net costs of the required unique packaging, plus any actual difference in the net costs of production, 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's links on the Buyer's website at www.auriasolutions.com or on any successor website.

41. Seller's Claims. Any action by the Seller arising out of any Order must be commenced within one (1) year of the date on which the breach or other event giving rise to the Seller's claim occurred, notwithstanding that the Seller was unaware of or failed to discover the breach or other event giving rise to the claim.

42. Severability. If any term(s) of the Order is (are) invalid or unenforceable under any law, regulation, decree, executive order or other legal provision, such term(s) shall be deemed amended or deleted, but only to the extent necessary to achieve compliance with such law, regulation, decree, order or provision, and the remaining provisions of the Order shall remain in full force and effect.

43. Electronic communication and electronic signatures. The Seller is obliged to comply with all methods of electronic communication specified by the Buyer, including requirements for electronic fund transfers, the transmission of orders, production release, electronic signatures and communication. Emails, even those containing the signature block of one of the Buyer's representatives, do not constitute a signed document.

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

aurialegal@auriasolutions.com
procurement@auriasolutions.com

If the Seller fails to submit any notice, complaint or other communication to the Buyer in the manner and within the time limits specified in the Order, this shall mean that the Seller waives all rights and remedies that would otherwise be available to it upon submission of such notice, complaint or other communication.

45. Confidentiality.

A. The Seller shall (i) maintain the confidentiality of all the Buyer's information and disclose it only to its employees who need to know such information in order for the Seller to supply the Goods, tools and equipment to the Buyer pursuant to the Order, and who are bound by confidentiality provisions comparable to those contained in this document, and (ii) to use the Buyer's information solely for the purpose of delivering the Goods to the Buyer. "**Buyer's Information**" means all information provided to the Seller by the Buyer or its representative or subcontractor in connection with the Buyer's business or the Order, including, without limitation, the pricing and other terms of the Order, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or transport methods and procedures, computer software and programs (including object and source code), non-public information relating to the Buyer's customers, information regarding the Seller's relationship with the Buyer, and facts or circumstances relating to the Seller's work in connection with the Buyer's customers and their respective vehicle programmes. The Buyer's Information also includes any materials or information that contain or are based on the Buyer's Information, whether prepared by the Buyer, the Seller or any other person.

B. The Seller shall promptly notify the Buyer if it has provided the Government with information relating to the delivered goods, tools or equipment, including information provided to the US Government in accordance with the following reporting requirements under US legislation: 49 CFR Part 573 (Reporting of Defects and Non-conformities) and 49 CFR Part 579 (Reporting of Information and Notifications of Potential Defects) or their successors, as amended.

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

46. Data security. The Seller shall implement appropriate technical and organisational measures to ensure the security of its data and information relating to the Buyer, including: measures to control physical access to premises and equipment, measures for user identification and authentication, monitoring and logging of access, appropriate controls for the transport, transmission, communication and storage of data, measures for secure data backup, and measures to ensure separate processing of data as required for different purposes. The Seller shall promptly respond to all enquiries from the Buyer regarding its data security procedures and, at the Buyer's request, shall undergo a data security audit. If the Seller becomes aware of an incident involving a breach or potential breach of the security of the Seller's information (e.g. security vulnerabilities, data loss, malfunctions, threats, attacks by malware causing damage, misuse of data) and which may affect the Buyer, in particular in the form of unauthorised access by third parties to the Buyer's information (e.g. data leaks or cyber attacks), the Seller shall, without undue delay and free of charge, inform the Buyer of this fact by telephone, as well as:

- (1) take all necessary steps to ascertain the actual state of affairs and limit the damage.
- (2) assist the Buyer in restoring the Buyer's information.
- (3) submit a security report describing the incident, including, among other things, the security controls identified, the identified risks to information security, all of the Buyer's information to which access may have been gained, and the steps the Seller has taken to remedy the incident.
- (4) allow the Buyer and its third-party contractual partners to conduct an audit at the Seller's premises of matters relating to information security that are reasonably relevant to the incident, or as otherwise permitted under Section 15.B.

47. Terms of Service – Supplementary Terms. In addition to these Terms and Conditions, every order for the purchase of services not related to the manufacture of Goods shall be governed by the Buyer's Supplementary Terms of Service, which are accessible via the Supplier's links on the Buyer's website at www.auriasolutions.com or on any successor website (hereinafter referred to as "**Supplementary Terms of Service**"); provided that, in the event of any conflict between these Terms and Conditions and the Supplementary Terms of Service, the Supplementary Terms of Service shall prevail in respect of all such services not related to the manufacture of Goods.

48. Construction. When used in the Order, the word "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 do not affect the construction or interpretation of the Order.

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

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

51. Entire Agreement; Amendment. The Order, together with any annexes, attachments or addenda expressly referred to in the Order, constitutes the entire agreement between the Seller and the Buyer regarding the matters contained in the Order and supersedes all prior oral or written representations and agreements. The Buyer may amend the Terms and Conditions at any time by publishing a notice of such amended Terms and Conditions via the Supplier's links on the Buyer's website at www.auriasolutions.com or on any successor website at least ten (10) days prior to the effective date of any amended Terms and Conditions. The Seller shall regularly check the Buyer's website and

the terms and conditions. The Seller's continued performance of the order without written notice to the Buyer in accordance with Article 444, which shall set out in detail the Seller's

30

with any amended Terms and Conditions prior to the effective date of such amended Terms and Conditions, shall constitute the Seller's consent to such amended Terms and Conditions. Except as provided in the preceding sentences or as otherwise provided in these Terms and Conditions, an Order may only be amended by an addendum to the Order or by the written signature of the Buyer's authorised representative.

52. Governing Law; Jurisdiction; Venue. Each Order shall be governed by and construed in accordance with the laws of the Czech Republic, 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 the Czech Republic. The Supplier expressly waives all objections and defences with regard to the jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

