

AURIA SOLUTIONS GMBH
General Terms and Conditions of Purchase

This non-binding document has been machine-translated and is provided for clarity only. The English version of this document is the binding version.

January 2026 Version

1. Formation; Offer; Acceptance; Exclusive Terms.

A. Each order (in its current version), together with these General Terms and Conditions (“Order”), constitutes an offer by Auria Solutions GmbH or its respective affiliates or subsidiaries, identified on the front of the Order as the “Invoice Recipient” (“Buyer”), to the party to whom this Order is addressed , and to the respective affiliated companies and subsidiaries of that party (“the Seller”) to enter into the contract described therein, and constitutes the full and exclusive statement of such offer and contract. An order does not constitute acceptance by the Buyer of any offer or proposal by the Seller, whether in the form of an offer, confirmation, invoice or any other document from the Seller. In the event that any document issued by the Seller is deemed to be an offer, such offer is hereby expressly rejected and superseded in its entirety by the offer contained in the Order.

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

C. Acceptance is expressly limited to these terms and conditions and those terms and conditions expressly referred to on the front of the order. Any additional or differing terms proposed by the seller shall not be deemed a rejection of the order. Any purported acceptance of an order on terms that amend, supersede, supplement or otherwise modify these terms shall not be binding on the Buyer, and such terms shall be deemed rejected and superseded by these terms, unless the terms proposed by the Seller are accepted in a physically signed letter (a “**Signed Letter**”) by the Buyer’s Vice-President or his authorised representative (together, **the “Buyer’s Authorised Representative”**), notwithstanding the Buyer’s acceptance of a consignment of goods or payment for such goods or any similar act by the Buyer. Any reference in the Order to a document issued by the Seller is for administrative tracking purposes only or to incorporate the descriptions or specifications of the Goods (but only to the extent that such descriptions or specifications do not conflict with the descriptions and specifications in the Order).

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

E. The Seller acknowledges and agrees that, unless Auria Solutions GmbH is expressly named as the buyer (i.e. as the invoice recipient) on the order, no order constitutes or may be construed as a guarantee or other assurance by Auria Solutions GmbH regarding the obligations or liabilities of any buyer named on the order.

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

A. These terms and **conditions**, which may be amended from time to time (the “Terms”), form part of every order. These Terms apply to the purchase by the Buyer of all goods and/or services from the Seller, as described on the front of each order (collectively referred to as “Goods”) or in a document. The term “Goods” in these Terms and Conditions includes, without limitation, raw materials, components, sub-assemblies, tools, moulds, equipment and finished products, as well as all services, whether or not provided in connection with any of the foregoing. Some of the Terms and Conditions apply only to certain types of Goods, but only where they are expressly limited to such types of Goods.

B. These terms and conditions apply to all sellers in connection with an order, including, without limitation, any seller who is a designated supplier. A “**designated supplier**” is any seller from whom the buyer has been asked or recommended to procure goods at the instruction or suggestion of the buyer’s customer and/or the original equipment manufacturer’s (“OEM”) end customer, if different (collectively referred to as the “customer”) (including through co-sourcing agreements), or where the Buyer is restricted to that Seller for the required goods due to the Customer’s product description, specification or other restrictions. Any Supplier who is a “Directed Supplier” acknowledges the applicability of these Terms and Conditions and agrees to be bound by them, including, but not limited to, the requirements for world-class suppliers set out in Section 7 and the payment terms set out in Section 34.

C. Each order also incorporates by reference the Buyer’s Buyer’s Supplier Requirements Manual, the EDI specifications, the logistics requirements, the customs requirements, the packaging guidelines, the Code of Conduct and Ethics, the information security guidelines, the Auria Terms and Conditions for Ancillary Services, and all other manuals, guidelines, principles, specifications, terms and requirements available from time to time under the heading “Supplier Information” and accessible via accessible via supplier links on the Buyer’s website at www.auriasolutions.com or any successor website (together, the “Hyperlinks”). All Hyperlinks shall, as far as possible, be interpreted in a manner consistent with and cumulative to these General Terms and Conditions; however, should such an interpretation be unreasonable, in the event of a

conflict, these General Terms and Conditions shall prevail. The Buyer is entitled to amend the Web Guides at any time or to add additional Web Guides by publishing these amended or new Web Guides via supplier links on the Buyer's website at www.auriasolutions.com or a successor website at least ten (10) days prior to their entry into force. The Seller must regularly check the Buyer's website and the hyperlink. The order must be fulfilled unless the Seller's objections to an amended or new Web Guide have been submitted in writing to the Buyer prior to the effective date.

D. The terms and conditions and hyperlink applicable to each order are those in force on the issue date specified on the order, or any order amendment applicable to that order, in which case the terms and conditions and hyperlink in their amended form shall apply in full to each such order.

E. Exceptions, deviations or waivers of these terms and conditions shall only be valid or binding on the Buyer if they are stated on the front of an Order or Order Amendment or are set out in a letter signed by an authorised representative of the Buyer.

3. Documents used in procurement. The following documents may be used by the Buyer as part of the Buyer's procurement and purchasing process. Unless expressly provided otherwise (i) in any of the documents listed in sub-sections A to F, signed by the Buyer's authorised representative, or (ii) on the front of the Purchase Order, the Purchase Order supersedes all such documents in their entirety.

A. Long-Term Agreement ("LTA"). This is an agreement regarding price discounts, which in some cases is also used as an indicator of eligibility to bid on certain transactions.

B. Supply Agreement ("SA"). This is an agreement governing the relationship between the Seller and the Buyer, including agreed price adjustments, and which is in some cases also used as an indicator of eligibility to bid for certain transactions. These terms and conditions (including, but not limited to, the provisions regarding the seller as a world-class supplier and the buyer's termination rights) apply to all purchases of goods by the buyer from the seller under such a supply agreement, unless expressly provided otherwise therein.

C. Request for Offers, Proposals or Information ("RFX"). This is an initial step towards potentially creating an offer from the Buyer to the Seller, which is included in a purchase order. It may contain volume and duration forecasts (see Section 6) and specifications for the goods to be offered.

D. Engineering Change Request ("ECR"). This is an alternative preliminary step towards potentially creating an offer from the Buyer to the Seller, which is included in a

purchase order. It may contain volume and duration forecasts (see Section 6) and specifications for the goods to be offered.

E. Offer. Following the enquiry or the ECR, this is usually the next step in preparing the buyer's offer to the seller, which is included in the order. It may also contain volume and duration forecasts (see Section 6) and may refer to estimated prices.

F. Purchase Order. The purchase order describes the goods to be purchased, states the name and address of the buyer and the seller, and incorporates these terms and conditions. In accordance with Section 1, each purchase order constitutes the buyer's offer to the seller to enter into the contract described therein and is the complete and exclusive statement of that offer and contract. Each order is either a spot-buy order, a blanket order or a call-off order, depending on the quantity and term specified on the front of the order. A spot-buy order is a one-off order for a specific quantity of goods. A framework order is an order for goods in accordance with the fixed quantities and delivery schedules specified in the call-offs issued by the Buyer pursuant to the order. An on-demand order is an order for all or a specific portion of the Buyer's requirements for goods for a specific period, in accordance with the fixed quantities and delivery schedules specified in the call-offs issued by the Buyer pursuant to the order. All references to an order refer to the original order as amended by the order amendments issued by the Buyer.

G. Call-offs / Delivery Schedule. This is a schedule by which the Buyer (i) specifies the fixed quantity of goods that the Seller must deliver to the Buyer at least weekly, (ii) authorises the manufacture of materials and/or (iii) authorises the purchase of raw materials/components, in each case for the period specified therein. The Release specifies the fixed quantity of goods and/or the fixed quantity of raw materials/components for which the Buyer is liable to the Seller and which the Seller is obliged to deliver to the Buyer for the period specified therein. The Release may also contain a forecast of the quantity of goods to be ordered in excess of the fixed quantity. The forecast is not binding on the Buyer.

H. Order Amendment. This is an amendment to the order issued by the Buyer on the Buyer's order form via the Buyer's standard purchasing protocol to reflect an addition to or change in the order. If an order amendment has the same order number as the original order, it shall be deemed an amendment to the original order and not a new order. Where releases issued under an order have the same order number as an order, they shall not be deemed to be an amendment to that order and are intended solely as releases under that order.

4. **Term.** Unless a different end date is specified on the front page of the order or an order amendment, and subject to the Buyer's termination rights, the term of the order shall be the period commencing on the issue date specified on the front page of the order or the order amendment and continuing for the duration of the production period of the relevant

OEM vehicle programme(s) for which the goods covered by this Order are supplied (including model refreshes and programme extensions or reductions), as determined by the relevant OEM customer. The Seller's obligations regarding service and spare parts shall survive the termination or expiry of the Order or any Order Amendment. If the Seller manufactures and/or supplies goods to the Buyer in accordance with releases issued under an expired Order, the terms of the expired Order shall continue to apply until the expired Order is superseded by a new Order or another written agreement between the Buyer and the Seller for those goods.

5. **Order Quantity.**

A. The quantity applicable to each order is specified on the front of the order. The specified quantity may be up to one hundred per cent (100%) (or "all") of the Buyer's requirement for the goods. For all framework and call-off orders, the Buyer shall issue a release (see Section 3.G) to specify the quantities required for specific delivery dates and delivery locations. The Seller acknowledges and agrees that, notwithstanding any provision to the contrary in an order, it is obliged to supply the Buyer with the goods in at least the quantity and for the period specified in a release. A release specifies a fixed quantity of goods and/or a fixed quantity of raw materials/components for which the Buyer is liable in the event of termination (see Section 18.B). Delivery calls may contain quantity and time forecasts (see Section 6). However, the release orders are binding on the Buyer only in respect of the quantity specified as binding in the release order, and the Buyer has no further obligation or liability. The Seller acknowledges and agrees to assume the risk associated with the delivery times of the various components where these exceed the fixed release quantities specified by the Buyer.

B. Unless the order expressly provides that the Seller is to manufacture one hundred per cent (100%) of the Buyer's requirement for the goods, the Buyer shall be entitled to procure part of such goods from another third-party source or from the Buyer's internal sources.

6. Volume and duration forecasts. 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 a programme ("**Volume and Duration** Forecasts"). Unlike a release for a fixed quantity, Volume and Duration Forecasts are not binding on the Buyer. Nor do they constitute evidence of a contract of supply. The Seller acknowledges that the volume and duration forecasts, like all other forward-looking forecasts, are based on a range of economic and business factors, variables and assumptions which may change in whole or in part over time and which may or may not prove to be accurate at the time of their preparation or at a later date. The Buyer makes no express or implied representations, warranties, guarantees or undertakings of any kind in relation to the volume and duration

forecasts or other estimates, forecasts or projections provided to the Seller, including in relation to their accuracy or completeness. The Seller accepts that the volume and duration forecasts may

not be accurate and that the actual volume or duration may be lower or higher than the forecasts. The Seller acknowledges that this risk and the potential reward are an inherent aspect of the automotive industry.

7. Requirements for world-class suppliers. The Seller must offer world-class goods that are competitive *in terms of cost* (see Section 8), *quality* (see Section 9), *delivery* (see Section 110), *technology* (see Section 11) and *customer service* (see Section 12). Any reference to a world-class supplier in these Terms and Conditions and in any other documents or agreements between the Buyer and the Seller incorporates by reference each of the aforementioned elements (cost, quality, delivery, technology and customer service) as well as all terms, conditions and requirements relating to these elements in these Terms and Conditions. Failure by the Seller to meet the requirements for a world-class supplier shall entitle the Buyer to terminate the contract immediately in accordance with Section 18.A.

8. Costs.

A. Prices for the goods listed in the order may not be increased, in particular due to changes in the cost or availability of raw materials, components, labour, logistics, energy or services, overheads or exchange rate fluctuations, unless the Buyer expressly agrees to this on the front of an order amendment or in a letter signed by an authorised representative of the Buyer.

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

C. The Seller shall ensure that the price charged to the Buyer for the Goods remains competitive with the price of similar goods offered to the Buyer by other sellers.

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 to reduce the Seller's costs.

E. All taxes, customs duties, levies or other charges of any kind imposed by state, local, foreign or other authorities and which the Seller is required to collect or pay in connection with the manufacture, sale, purchase, delivery, storage, processing, use, consumption, dispatch, import or export of goods or of materials or components used by the Seller in connection with its performance under the Order, shall be the responsibility of the Seller. The Seller agrees to pay all such taxes, duties,

levies or other charges and further agrees to reimburse the Buyer for any payments made by the Buyer.

9. Quality.

A. The Seller is obliged to meet all the Buyer's quality requirements and all the quality requirements of the Buyer's customer, including, but not limited to, the applicable schemes relating to ISO 9001 (minimum requirement) or IATF 16949 (preferred requirement), ISO 14001 (or their current successors or equivalents) and the various OEM end-of-life vehicle reporting and other requirements, as amended or updated from time to time.

B. The Seller undertakes to participate in the Buyer's quality and development programmes and to comply with all quality requirements and procedures established by the Buyer, as amended from time to time. Based on the Buyer's assessment of liability, the Seller may be held responsible for all costs associated with the investigation of quality issues, their containment and corrective actions relating to the goods supplied by the Seller to the Buyer

(including third-party activities identified and initiated by the Buyer). The Seller is obliged to provide any reasonable assistance requested by the Buyer to resolve concerns regarding the quality of the goods supplied without delay. The Seller shall, where required and as directed by the Buyer, provide additional resources to support product development, process development, validation (including, but not limited to, AIAG standards, Level 3 (or the current equivalent) PPAP), production launch or any other issue that could jeopardise the success of the manufacture or assembly of goods or the relevant customer programme.

C. The Seller must ensure that the total equipment (both shared and dedicated) and plant capacity are sufficient to meet the Buyer's requirements. The ongoing capacity analysis must at least the following factors : scrap rate fluctuations, downtime, maintenance and other customer requirements. Every 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 one day's volume of goods in acceptable quality can , to meet the Seller's capacity planning volume ("CPV"). The Buyer is not obliged to pay the Seller any additional costs provided that the call-off quantities do not exceed the Seller's CPV. The capacity requirement and the CPV do not constitute any quantity, programme or other obligation on the part of the Buyer.

D. The Seller is responsible for all subcontractors supplying goods or services. The Seller must ensure appropriate development, validation, launch and ongoing monitoring to guarantee 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 provides the warranties set out in Section 13 in addition to any other applicable warranties.

10. Delivery.

A. Deliveries shall be made in the quantities and at the times specified in the Order or in notices issued by the Buyer. The time and quantity of delivery are of the essence for each Order. The Seller shall comply with the shipping instructions specified in the Order or in the delivery calls. The Buyer shall not be obliged to make payments for goods delivered to the Buyer in excess of the fixed quantities and delivery dates specified in the Buyer's releases or a spot-buy order. The Buyer is only obliged to pay for goods and services actually received from the Seller. The Buyer may alter the rate and/or quantity of scheduled deliveries or order a temporary suspension of scheduled deliveries; neither of these entitles the Seller to alter the price of the goods covered by an order. With each delivery, the Seller is deemed to have given the representations, warranties and undertakings regarding its financial and operational position set out in Section 15.

B. The Seller shall bear sole responsibility for premium delivery charges and/or any other related costs necessary to meet the delivery deadlines specified in the approvals, unless the delay or costs are solely attributable to the Buyer's negligence and the Seller notifies the Buyer of such a claim within ten (10) days of the occurrence of the alleged negligence on the part of the Buyer giving rise to such a claim.

C. Notwithstanding any delivery terms, Incoterms or similar wording on the front of the order, or any agreement regarding the payment of freight charges or the place of delivery, the goods shall not be deemed to have been delivered, and title and risk of loss shall not be deemed to have passed to the Buyer, until the goods have been delivered to the Buyer's delivery address specified on the front of the order and accepted at that location.

11. Technology

A. If the Buyer has provided the Seller with designs, drawings, specifications, blueprints or other materials containing proprietary information, the Seller shall not disclose such designs, drawings, specifications, blueprints or other materials, including copies thereof, unless the Buyer has authorised this on the front of an order or an order amendment or in a letter signed by an authorised representative of the Buyer.

B. The Seller expressly warrants that all goods forming the subject of any order do not and will not infringe any patents, trade marks, copyright or other intellectual property rights of third parties. The Seller (i) undertakes to defend, indemnify and hold harmless the Buyer and its customers

from all claims, demands, losses, suits, damages, liabilities and expenses (including actual fees for solicitors, experts and consultants, settlement costs and judgments) arising from any action, claim or proceeding relating to any actual or alleged direct or contributory infringement of, or inducement to infringe, any US or foreign patent, trade mark, copyright or any other proprietary right arising from the manufacture, use or sale of the ordered goods, including infringement resulting from compliance with specifications supplied by the Buyer, or arising from actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from the Seller's actions; and (ii) waives all claims against the Buyer and its customers, including all indemnity or similar claims, whether known or unknown, contingent or latent, that are in any way connected with a claim asserted against the Seller or the Buyer for infringement of a patent, trade mark, copyright or other proprietary rights, including claims arising from compliance with the specifications supplied by the Buyer. The Seller hereby assigns to the Buyer all rights, title and interest in all inventions, trade marks, copyrights and other proprietary rights in materials created for the Buyer in connection with the relevant order and paid for by the Buyer. Technical information and data provided to the Buyer in connection with any Order shall be disclosed on a non-confidential basis.

C. The Seller expressly warrants that all copyrightable works (including, but not limited to, 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 referred to as "Deliverables") belong to the Seller and do not contain any intellectual property (including copyright, patents, trade secrets, topographies of semiconductor products or trade marks) of third parties.

D. All Deliverables created in the course of performing an Order (whether separately or as part of Goods), as well as all intellectual property rights in the Deliverables, are the property of the Buyer and not of the Seller. The Seller agrees that all works of original authorship created by the Seller in connection with any Order shall be deemed "works made for hire" or similar doctrine under applicable intellectual property law. To the extent that the Seller holds any intellectual property rights in the goods by operation of law, the Seller hereby assigns all rights, title and interest, including copyright and patent rights, in such goods to the Buyer. The Seller shall take all further actions and steps (or cause them to be taken) and shall execute and deliver (or cause to be executed and delivered) all further documents required by applicable law or reasonably requested by the Buyer in order to transfer to the Buyer all rights, title and interest to which the Buyer is entitled under this section.

E. The Seller grants the Buyer an irrevocable, non-exclusive, worldwide licence, with the right to grant sub-licences to affiliated companies, to use technical information, know-how, copyrights and patents owned by or

under the control of the Seller or its affiliates, for the purpose of manufacturing, having manufactured, using and selling the goods supplied by the Seller under an Order. The licence shall take effect from the first delivery of goods under the Order. For a period of two (2) model years from the Seller's first delivery of goods under 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. If the Buyer obtains the Goods from a party other than the Seller because the Order has been terminated in whole or in part due to the Seller's insolvency pursuant to Clause 16 or a breach by the Seller pursuant to Clause 18.A., the Buyer's licence shall be free of charge, fully paid up, perpetual and irrevocable. If the Buyer obtains the Goods from a party other than the Seller for any other reason, the Buyer must pay the a "reasonable licence fee" for a period of two (2) model years from the date of the Seller's first delivery of the Goods; thereafter, 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 enter into written agreements with the Seller that comply with the provisions of this Section 11 to ensure that the protective measures required by the Buyer from the Seller are also maintained by 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 the provision of such information or disclosures, compliance with such requirements, standards, guidelines or laws, certifying such compliance, and all other matters which the Buyer deems necessary or desirable and which are within the Seller's sphere of influence, in order to enable the Buyer to fulfil the Buyer's obligations in accordance with the terms and requirements of the Buyer's customers ("**Customer Terms**"). The Seller confirms that it is familiar with the automotive industry and the applicable Customer Terms. Upon written request from the Seller, the Buyer shall cooperate with the Seller to explain the applicable Customer Terms to it.

B. The Seller acknowledges that the Buyer may incorporate the Goods into goods or services which the Buyer sells to its customers. As part of the consideration, the Seller agrees that it is bound by the applicable Customer Terms in favour of the Buyer. In the event of any conflict between the Customer Terms and the provisions of the Order, the Buyer shall have the right to give preference to the provisions of the Customer Terms 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 in connection with the Seller's failure to comply with the Customer Terms or arising from the Seller's failure to comply with the Customer Terms, including any Customer Terms that go beyond the requirements of the Order or conflict with the terms of the Order.

13. Warranty.

A. The Seller expressly warrants that all goods forming the subject matter of the relevant order shall comply with all specifications, standards, drawings, samples or descriptions made available to or provided by the Buyer, as well as all industry standards, laws and regulations applicable in the countries in which the goods or the vehicles fitted with such goods are to be sold, and that all goods are of merchantable quality, of good material and workmanship, and free from defects. Furthermore, the Seller acknowledges that it is aware of the Buyer's intended use and expressly warrants that all goods covered by the relevant order are suitable and adequate for the purpose intended by the Buyer.

B. The Seller expressly warrants that it transfers to the Buyer full title to all goods delivered under the order, free from any liens, claims or other encumbrances.

C. All warranties shall apply for the longer of the following two periods: (i) the period prescribed by law or (ii) the warranty period granted by the Buyer to its customer; However, in the event that the Buyer or its customer, voluntarily or pursuant to a government mandate, offers remedies to the owners of vehicles (or other finished products) into which the goods or parts, components or systems containing the goods are fitted, in order to remedy a defect or condition relating to the safety of motor vehicles or the vehicle's non-compliance with applicable laws, If the goods, or parts or systems into which they are incorporated, are installed to remedy a defect or condition relating to the safety of a motor vehicle or the vehicle's non-compliance with an applicable law, safety standard or directive, whether as part of a recall or any other customer satisfaction or remedial measure (a "**Remedial Measure**"), the warranty shall remain in force for the period prescribed by the purchaser's customer or by the state, local or foreign government in which the goods are used or supplied, and the seller must fully comply with the requirements set out in Section 13.I.

D. The warranty period for non-manufactured goods shall be 1) two (2) years following final acceptance by the Buyer, 2) the period specified in the Seller's sales documentation, or 3) the period agreed by the parties in a relevant contract, whichever is the longer.

E. All warranties are intended to protect the buyer against all warranty claims that its customer may bring against it. This includes, but is not limited to, the fulfilment of all warranties required by the customer in relation to the goods in question or the products into 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 to constitute notice of a breach of warranty under the Contract: (i) any communication in which a defect, non-performance,

an allegation of a defect, or any other problem or quality issue with the goods sold under the Order; (ii) any notice to the Seller alleging that the Seller's goods breach a warranty or that the Seller is in default under the Order; and (iii) a notice of termination by the Buyer pursuant to Section 18.A. Any such allegation of a breach by the Buyer may only be withdrawn in writing by an authorised member of the Buyer's legal department.

G. As a measure of mitigation, the Buyer may defend any claim by a customer alleging that the goods supplied by the Seller are defective, breach a warranty or otherwise fail to meet applicable statutory or contractual requirements, as such a customer might 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 claim that the Buyer, by taking such measures, in any way restricts the Buyer's right to assert a claim against the Seller for breach of warranty, contribution, indemnity or other claim arising from or in connection with the customer's claim for a defect, breach of warranty or other reasons.

H. In the event that the Seller wishes to participate in negotiations with the Buyer's customer regarding any of the aforementioned matters, or in any related legal proceedings or in the defence against such a claim, the Seller must, in any instance where it receives a notice of default or a claim for breach of contract, immediately notify the Buyer of its request to participate in accordance with Section 444.

I. Notwithstanding the expiry of the warranty period set out in Section 13.C or 13.D, the Seller shall nevertheless be liable for costs and damages in connection with the performance of remedial measures, provided that such remedial measures are based on a reasonable determination (including the use of statistical analysis or other sampling methods) 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 remedy is required. The Buyer and the Seller agree that any remedies relating to goods for the Buyer shall be treated separately and distinctly from similar remedies for other goods of the Seller, provided that such separate and distinct treatment is lawful and that the Seller shall in no event fail to afford the Buyer, in respect of such goods, at least the same protection as the Seller affords its other customers in connection with such similar remedial measures.

14. Modifications.

A. The Buyer reserves the right at any time to order changes to the goods under an order or an amendment to an order, or to cause the Seller to make changes to the goods, including, but not limited to, changes to the design (including drawings and specifications), materials, workmanship,

packaging and shipping methods, and the delivery date or place of the goods covered by the Order, or to otherwise alter the scope of the work covered by the Order, including work relating to matters such as inspection, testing or quality control, and the Seller agrees to make such changes without delay. Such changes shall be deemed not to affect the performance time or costs under the Order, unless (i) the Seller notifies the Buyer in writing in accordance with Section 444 of a claim for adjustment of the performance time or costs within ten (10) days of the Buyer notifying the Seller of the change in writing, and (ii) the Buyer, upon reviewing such a claim, determines that an adjustment (upwards or downwards) is appropriate. Any such claim by the Seller for an adjustment to the performance period or costs under an order must arise exclusively and directly from the change ordered by the Buyer, and a notice of such a claim shall only be effective if it is accompanied by all relevant information enabling the Buyer to verify the claim. Furthermore, the Buyer shall have the right to inspect all relevant records, facilities, works or materials of the Seller in order to verify a claim. The Seller shall take into account the impact of a design change on the system in which the goods covered by the order are used and shall inform the Buyer thereof. Nothing in this Section 14 shall relieve the Seller from the obligation to perform the Order as amended.

B. Without the prior consent of the Buyer on the face of an order amendment or in a letter signed by the Buyer's authorised representative, the Seller shall not make any changes to an order or the goods covered by the order, including, but not limited to, the change of (i) a third-party supplier to the Seller of services, raw materials or goods used by the Seller in connection with its performance under the Order, (ii) the location from which the Seller or such a supplier operates, (iii) the place from which the goods covered by the Order are dispatched, (iv) the price of the goods covered by the Order, (v) the nature, type or quality of services, raw materials or goods used by the Seller or its suppliers in connection with the Order; (vi) the fit, form, function, appearance or performance of the goods covered by the order; or (vii) the production method, process or software used in the production or provision of the goods under the order. Any changes made by the Seller to an Order or to the goods covered by the Order without the Buyer's prior consent on the front of an Order amendment or in a letter signed by an authorised representative of the Buyer shall constitute a breach of the Order.

15. Financial and operational position of the Seller.

A. The Seller warrants to the Buyer as at the date of each Order (these representations and warranties shall be deemed to be repeated as at the date of acceptance of each release by the Seller under the Order and at the time of each delivery under the order), that it is not insolvent and pays all debts as they fall due; that it complies with all loan obligations and other obligations; that all financial information provided by the Seller to the Buyer regarding the Seller is true

and accurate; that such financial information fairly presents the financial position of the Seller; and that all financial statements of the Seller have been prepared in accordance with generally accepted accounting principles, which have been applied consistently and uniformly.

B. The Seller shall permit the Buyer and its representatives to inspect the Seller's books and records in relation to compliance with individual orders and the Seller's general financial position, and agrees to grant the Buyer unrestricted access to all such books and records for this purpose upon the Buyer's request. The Seller further agrees to permit the Buyer to review the Seller's information technology and security policies, architectures, standards, rules and procedures in force at the relevant time. The Seller agrees that, in the event of quality, delivery or operational issues on the part of the Seller in connection with an Order, the Buyer may, but is not obliged to, appoint a representative to be present at the Seller's premises to observe the Seller's operations. The Seller agrees that, if the Buyer provides the Seller with (financial or other) assistance necessary for the fulfilment of its obligations under an Order, the Seller shall reimburse the Buyer for all costs, including legal and other professional fees, incurred by the Buyer in connection with such assistance, and shall grant the Buyer, under an access and security agreement, a right of access to the Seller's premises, machinery, equipment and other property necessary for the manufacture of the goods covered by this order (as well as a charge to secure the right of access).

16. Insolvency of the Seller. The Buyer shall be entitled to terminate any Order in whole or in part without the Buyer being liable to the Seller if any of the following or any other similar or comparable event (each an "**Insolvency of the Seller**") occurs: (i) insolvency of the Seller; (ii) the Seller's failure to provide the Buyer, without delay, with reasonable and acceptable assurance of the Seller's financial capacity to fulfil the Seller's obligations under an Order in a timely manner; (iii) the filing of a voluntary petition for bankruptcy by the Seller; (iv) the filing of an involuntary petition for bankruptcy against the Seller; (v) the appointment of an insolvency administrator or receiver for the Seller; (vi) the execution of an assignment in favour of the Seller's creditors; or (vii) any concession by the Buyer (financial or otherwise) that is necessary to enable the Seller to fulfil its obligations under an order.

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

A. The rights and remedies reserved to the Buyer in any Order, including but not limited to the rights of access, recovery and inspection under Section 23, are cumulative with and in addition to any other or further remedies provided for by law or in equity. Without limiting the generality of the foregoing, if the Seller or any goods supplied by the Seller do not comply with the warranties set out herein or any of the terms of an

In the case of world-class suppliers as defined in Section 7, the Buyer shall notify the Seller and, at the Buyer's request, the Seller shall indemnify the Buyer against all special, incidental and consequential damages caused by such a breach of warranty or non-conforming goods, including, but not limited to, costs, expenses and losses incurred by the Buyer (a) in inspecting, sorting, testing, repairing or replacing non-conforming goods or systems or components containing such non-conforming goods; (b) as a result of production stoppages, (c) in the implementation of remedial measures, and (d) in connection with claims for personal injury (including death) or property damage caused by such non-conforming goods. At the Buyer's request, the Seller shall, at no cost to the Buyer, manage and process warranty chargebacks for non-conforming goods in accordance with the Buyer's instructions. The Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipated or threatened breach of an order by the Seller in relation to the supply of goods to the Buyer and that, in addition to all other rights and remedies available to it, the Buyer entitled to specific performance as well as to a temporary, provisional and permanent injunction or other equitable remedy as a remedy for such a breach, without the need to prove actual damage and without the requirement of a bond or other security.

B. Notwithstanding the foregoing, the Seller acknowledges that the shutdown of the Customer's plant gives rise to problems for which financial compensation is not a sufficient remedy. Whilst the costs of a plant shutdown can easily amount to substantial sums, the damage to the Buyer's relationship with the Buyer's customer, arising from the potential loss of goodwill or business and other damages that are equally difficult to quantify, is far more severe. Due to these risks, in the event of a breach or threatened breach by the Seller of any of the Seller's representations, warranties or obligations (including, but not limited to, the obligation to be a world-class supplier), without notifying the Seller, transfer the production of the goods from the Seller to another supplier or source the goods in question from two sources (i.e. have another supplier produce the goods manufactured by the Seller or be prepared to produce them) in order to protect the Buyer and its customers. This process of business transfer may take a considerable amount of time, and the Seller acknowledges that, in view of the risks associated with the potential closure of the Buyer's customer, the Buyer is entitled to initiate and transfer business without prior notification to the Seller.

C. The Seller is aware that, whilst the resumption of business during a programme is undesirable, it is part of the automotive business and constitutes a recognised risk for the Seller within the industry. Even the risk of the Seller's financial or operational instability, given the enormous risks to the Buyer and its customers, is an example of a justifiable reason to relocate production without prior notice, and that all related activities of the Buyer are understandable and reasonable.

D. Notwithstanding any contrary provisions in an order, the buyer shall not waive

any claims against the seller that are based wholly or partly on fraud or coercion in

connection with the Order or on a breach or anticipated breach of the Order or any other order between the Buyer and the Seller (even if such order relates to other products).

E. Any breach by the Seller or any subsidiary or affiliate of the Seller of any contract or agreement with the Buyer or any subsidiary or affiliate of the Buyer shall be deemed a breach of the Order and shall entitle the Buyer to exercise all available remedies.

18. Termination.

A. Buyer's Right to Terminate for Breach of Contract. The Buyer reserves the right to terminate any Order immediately, in whole or in part, without the Buyer being liable to the Seller, if the Seller: (i) rejects, breaches or threatens to breach any of the terms of the Order, including, but not limited to, the Seller's warranties and the provisions for world-class suppliers; (ii) fails to manufacture or deliver the goods as specified by the Buyer; or (iii) fails to provide the Buyer with a reasonable and reasonable assurance that the Seller is able to fulfil its obligations under the Order in a timely manner, including, but not limited to, the delivery of goods; or if the Buyer terminates any other order placed by the Buyer with the Seller on the grounds of non-performance in accordance with the terms of that other order (whether or not that other order is related to the Order).

B. The Buyer's right to terminate for cause.

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

(2) Upon receipt of notice of termination pursuant to this Section 18.B(ii), the Seller shall transfer and deliver to the Buyer all usable and marketable finished goods, work-in-progress and raw materials/components manufactured or acquired by the Seller under the Order to the Buyer; (iii) to settle all claims by subcontractors authorised by the Buyer on the face of an Order or Order Amendment or in a letter signed by the Buyer's authorised representative, for reasonable actual costs rendered irrecoverable by such termination; (iv) to take such steps as may be reasonably necessary to protect the property in the Seller's possession in which the Buyer has an interest; and (v) upon the Buyer's request, to cooperate with the Buyer in transferring the goods covered by the order to an alternative supplier designated by the Buyer.

(3) Upon termination of an order by the Buyer pursuant to this section 18.B, the Buyer shall pay the Seller the following amounts without delay: (i)

the order price for all finished and completed goods that meet the requirements of the order and have not yet been paid for; (ii) the Seller's reasonable actual costs for the usable and marketable unfinished products and raw materials/components provided to the Buyer in accordance with subsection B(2)(iii) the Seller's reasonable actual costs of settling claims for the obligations the Seller would have had towards subcontractors approved by the Buyer on the face of an order or order amendment or in a letter signed by the Buyer's authorised representative, had there been no termination; and (iv) the Seller's reasonable actual costs of fulfilling its obligations under subsections B(2)(iv) and B(2)(v). The Buyer shall not be liable and shall not be obliged to make any payments to the Seller, either directly or in respect of claims by the Seller's subcontractors, for any other alleged losses or costs, whether described as lost profits, unabsorbed overheads, interest on receivables, product development and design costs, costs of redesigning facilities and equipment or rents, unamortised depreciation costs, general and administrative costs resulting from the termination of the order, or otherwise described. Notwithstanding any provision to the contrary, the Buyer's liability to the Seller upon termination pursuant to this Section 18.B shall not exceed the liability the Buyer would have had to the Seller had the termination not occurred.

(4) Within twenty (20) days of the date on which the termination under this Section 18.B takes effect, the Seller shall submit to the Buyer its claim for termination, together with all supporting data, consisting exclusively of the items listed in Subsection I of the Buyer's obligation to the Seller. B(3). The Buyer is entitled to examine the Seller's documents before or after payment in order to verify the amounts claimed in the Seller's notice of termination.

C. No right of termination on the part of the Seller. As the Buyer's obligations to its customers are entered into in reliance on the Seller's obligations under the individual orders, the Seller shall have no right to terminate or otherwise suspend the performance of all or any part of the orders for any reason, including, but not limited to, the Seller's uncertainty regarding the Buyer's performance. In the event of any dispute between the Seller and the Buyer arising out of or in connection with an Order, the Buyer and the Seller shall endeavour to resolve the dispute in good faith; however, this shall not relieve the Seller of its obligation to ensure a continuous, uninterrupted supply of goods to the Buyer in accordance with the terms of the Order.

D. Transition of Supply. Upon the expiry or early termination of an Order, for whatever reason, the Seller agrees to take such steps as the Buyer may reasonably require to effect the transition from the Seller to an alternative seller, including, but not limited to, the steps set out below. The term "alternative seller" expressly includes, but is not limited to, an entity that

is owned or operated by the Buyer or its affiliates, but is not limited thereto.

(1) The Seller shall make all notifications necessary or desirable to enable the Buyer to transfer the order to another seller.

(2) The Seller shall be obliged to continue the uninterrupted production and supply of the goods covered by the Order at the prices, quantities and other terms specified in the Order, without any surcharge or other conditions, for the entire period reasonably required by the Buyer to complete the transition to an alternative seller selected by the Buyer, including the provision of sufficient stock, to be determined at the Buyer's sole discretion, to ensure that the transition to an alternative seller chosen by the Buyer proceeds smoothly.

(3) The Seller shall be obliged to return to the Buyer all pledged goods and all other items provided by the Buyer or one of its customers, or belonging to them, in the same condition in which they were received, except for reasonable wear and tear.

(4) At the Buyer's request, the Seller shall be obliged (i) to assign to the Buyer all supply contracts or purchase orders for raw materials or components relating to the Order, (ii) to sell to the Buyer, at the Seller's expense, all stock and work-in-progress relating to the Order, and (iii) to sell to the Buyer all of the Seller's property relating to the Order at the unamortised portion of the cost of such items, less any amounts previously paid by the Buyer to the Seller for the cost of such items (see Clause 22).

19. Limitation of Liability. In no event shall the Buyer be liable to the Seller for loss of profit or for any special, incidental or consequential damages. This limitation of liability shall apply regardless of the nature of the order (including, but not limited to, spot-buy orders, framework orders or call-off orders). The Buyer's liability for claims of any kind or for losses or damages arising out of or in connection with the Order, the Goods or any other agreement between the Buyer and the Seller shall be limited to the reasonable obsolescence, if any, caused by the event giving rise to the claim. The Buyer and the Seller agree that "**Reasonable Obsolescence**" means the following amounts, without duplication: (i) the order price for all finished and completed goods that meet the requirements of the order and have not yet been paid for; (ii) the Seller's reasonable actual costs for usable and commercially viable unfinished products and raw materials/components delivered to the Buyer pursuant to the termination and covered by outstanding binding approvals from the Buyer; and (iii) the Seller's reasonable actual costs of settling claims for obligations which the Seller would have had towards the subcontractors, as approved in a letter signed by the Buyer's authorised representative

, had the termination not occurred, limited to the amount of the fixed quantities of goods and raw materials/components specified in the releases issued by the Buyer and currently outstanding. The Buyer shall not be liable and shall not be obliged to make any payments to the Seller, either directly or in respect of claims by the Seller's subcontractors, for any other alleged losses or costs, whether in the form of loss of profit, recovery of investments, unabsorbed overheads, interest on receivables, product development and design costs, costs of redesigning facilities and equipment or rent, unamortised depreciation costs, or general and administrative costs arising from the termination of the order or for other reasons. Notwithstanding any provision to the contrary, the Buyer's liability to the Seller upon termination of an order shall not exceed the liability the Buyer would have had to the Seller had the order not been terminated.

20. Assignment. The Seller shall not be entitled to assign or delegate its duties or obligations under an Order without the prior consent of the Buyer, as set out on the front of an Order or an Order Amendment or in a letter signed by an authorised representative of the Buyer, such consent being subject to the Buyer's sole 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 prior consent of the Buyer. The Seller shall be entitled to assign its claims against the Buyer arising from an Order as security for the Seller's debts. However, the Buyer shall not be obliged to pay the assignee until the Buyer has received written notice of the assignment, an exact copy of the assignment and a release from the Seller acceptable to the Buyer. Such an assignment shall not prevent the Buyer from enforcing its rights against the Seller or the assignee, including, but not limited to, the Buyer's rights to set-off and reimbursement under Section 35. All such rights of the Buyer against the Seller or the assignee shall take precedence over all rights of the assignee. The Buyer may freely assign its rights and obligations under an Order to a third party without the Seller's consent.

21. Retention of Title

A. All deliveries, materials, moulds, machinery, equipment, samples, tools, dies, jigs, blueprints, designs, specifications, drawings, photographic negatives and positives, artistic works, master copies, material handed over for production or repair, associated software and other items which have been made available to the Seller or a subcontractor of the Seller, directly or indirectly, in connection with an order, or for which the Seller has received remuneration from the Buyer or the Buyer's customer, either directly or indirectly made available to the Seller or a subcontractor of the Seller in connection with an order, or for which the Seller has received reimbursement from the Buyer or the Buyer's customer (collectively referred to as "**Reserved Property**"), are and shall remain the exclusive property of the Buyer and shall be held by the Seller on a retention of title basis at its discretion. The Seller shall bear the risk of loss and damage to the pledged goods and is obliged to insure the pledged goods

at its own expense for the benefit of the Buyer, with the Buyer being named as the beneficiary and additional insured. The pledged goods must be properly stored and maintained by the seller at all times; they must not be used by the seller for any purpose other than the fulfilment of the order; they are to be regarded as personal property; they must be clearly marked by the seller to identify them as the property of the buyer and to indicate 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, as set out on the front of an order or order amendment or in a signed letter from the buyer's authorised representative. The Seller is obliged, at its own expense, to maintain, repair and refurbish the pledged goods to a first-class condition. All spare parts, additions, improvements and accessories for the pledged goods shall automatically become the property of the buyer as soon as they are installed in or attached to the pledged goods. The seller is obliged to provide the buyer, upon request, with a written inventory or other list of all pledged goods.

B. The Seller agrees that the Buyer has the right, at any time, with or without cause and without payment of any kind, to repossess one or all of the pledged items or to demand their return, without the need for a court order. Upon the Buyer's request, the Pledged Goods shall be released to the Buyer without delay or delivered by the Seller to the Buyer, either (i) by FCATransport to the Seller's premises (Incoterms 2020), duly packed and labelled in accordance with the requirements of the carrier selected by the Buyer for the transport of the pledged goods, or (ii) to a location specified by the Buyer, in which case the Buyer shall pay the Seller the reasonable costs of delivering the pledged goods to that location. If the Seller fails to release or deliver the Pledged Goods at the end of the Pledge Agreement in accordance with the Buyer's instructions, this shall (1) constitute a breach of the order and (2) render the Seller liable, inter alia, for conversion and for all costs and expenses, including actual legal costs, incurred by the Buyer in recovering the pledged goods. The Seller waives any objection to the repossession and removal of pledged items by the Buyer, for whatever reason, including bankruptcy or insolvency proceedings. The Buyer shall have the right to enter the Seller's premises at any reasonable time to inspect the pledged item and the Seller's records relating thereto. To the extent permitted by law, the Seller waives any liens, claims, charges, interests or other rights which it might otherwise have or be able to assert in or in respect of the pledged item for work carried out on that item, for the purchase price of goods or otherwise. To the extent that intellectual property rights owned by or licensed to the Seller are embodied in a pledged item or are otherwise necessary for the intended use of the pledged item, the Seller hereby grants the Buyer a fully paid-up, irrevocable, non-exclusive, worldwide, perpetual and, to the fullest extent permitted by law, royalty-free licence to use such intellectual property rights, with the right to sub-license, to the extent necessary for the use of the pledged item

. The Seller agrees that any missing components or inserts for a delivered item shall be replaced by the Seller at current cost.

C. The Seller acknowledges and agrees that (i) the Buyer is neither the manufacturer of the pledged item nor the manufacturer's representative nor a dealer; (ii) the Buyer is making the pledged item available to the Seller for the Seller's benefit; (iii) the Seller has inspected the pledged item and satisfied itself that the pledged item is suitable and fit for its purposes, and (iv) the Buyer has not made, and does not make, any express or implied warranty or representation regarding the fitness, condition, merchantability, design or operation of the Pledged Item or its suitability for any particular purpose. The Buyer shall not be liable to the Seller for any loss, damage, injuries or expenses of any kind arising directly or indirectly from the Pledged Property, including but not limited to its use or maintenance or its repair, servicing or modification, or from any interruption of service, or for any business losses of any kind or however caused, including but not limited to foreseeable damages, loss of profits or 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 to notify the Buyer's title to the encumbered property. Failure to file a financing statement shall not affect the Buyer's title to the encumbered property. The Seller shall, upon the Buyer's request, provide the Buyer with a written inventory of the entire collateral.

22. Property of the Seller. Unless otherwise agreed in writing between the Buyer and the Seller in an agreement signed by both the Seller and the Buyer's authorised representative, the Seller shall, at its own expense, (i) provide all the Seller's property (as defined below), (ii) maintain it in good condition, and (iii) to replace it if necessary. The Seller hereby grants the Buyer an irrevocable option, free from all liens, claims and other encumbrances, to acquire all or part of the supplies, materials, moulds, machinery, equipment, samples, tools, dies, jigs, blueprints, designs, specifications, drawings, photographic negatives and positives, and artistic works, (collectively, "**Seller's Property**"), which have been specifically developed or configured for the manufacture or assembly of goods under the Order, provided that the Buyer has paid the undepreciated portion of the cost of such items of Seller's Property, less any amounts already paid by the Buyer to the Seller for the cost of such Seller's Property. The Seller must permit the Buyer to inspect the Seller's records to verify the amount owed for the Seller's Property. This option shall not apply to items owned by the Seller which are used by the Seller to manufacture a substantial quantity of similar products for other customers of the Seller, which cannot readily be obtained by the Seller's customers from third parties, unless, at the Buyer's option upon exercise of the option, the Seller assigns the Seller's obligation to the Buyer and the Buyer or its agent assumes the Seller's obligation to manufacture these products

for the Seller's other customers using those parts of the Seller's property in the period following the sale of the Seller's property to the Buyer. The Seller shall cooperate with the Buyer if the Buyer reasonably requests information regarding such obligations to the Seller's other customers in order to effect such assignment and assumption. The Buyer's right to exercise the option under this Section 22 is not contingent upon any breach by the Seller or the termination of the order by the Buyer.

23. Right of Access, Complaints and Inspection. The Buyer and its representatives shall have the right to enter the Seller's premises during normal business hours or, in the event of a suspension of the Seller's operations, at reasonable times, to inspect the operations, systems, processes, goods, stock, work-in-progress, materials and any property of the Buyer covered by the relevant order, and, without the need of a court order, to enter the Seller's premises and remove property belonging to the Buyer or a customer of the Buyer, including, but not limited to, pledged goods and other goods, stock, work-in-progress, materials or property of the Seller that has been or is to be sold to the Buyer under the order. Inspection of the goods by the Buyer, whether during manufacture, prior to delivery or within a reasonable period after delivery, shall not constitute acceptance of the unfinished or finished goods.

24. Subcontracting.

A. The Seller shall not subcontract any of its duties or obligations under an Order without the Buyer's prior approval on the front of the Order or an Order Amendment, or in a letter signed by an authorised representative of the Buyer. The Seller must ensure that any subcontractor so approved complies with all requirements of the Buyer's customer regarding the approval procedure for production parts and all other requirements of the Buyer. The Buyer or a representative of the Buyer shall have the right to visit the premises of the subcontractor and the Seller to verify that the subcontractor's goods comply with the specified requirements. Inspection by the Buyer or the Buyer's representative shall not result in (i) the responsibility for the subcontractor's quality being transferred from the Seller to the Buyer, (ii) the Seller being relieved of responsibility for the delivery of acceptable goods, or (iii) the exclusion of any subsequent rejection of the goods by the Buyer. Notwithstanding any inspection by the Buyer or the Buyer's representative, the Seller shall remain fully responsible for the work subcontracted.

B. In the event that the subcontracting of work under an order by the Seller is approved by the Buyer on the front of an order or an order amendment, or in a letter signed by an authorised representative of the Buyer, the Seller must, as a condition of such approval, provide the Buyer with written evidence that the subcontractor agrees to these terms and conditions and the order.

C. In the event that the Seller is unable to fulfil any of its obligations under an Order, the Seller shall, at the Buyer's option and in addition to 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 respect of the subcontractors under that Order.

25. Non-conforming goods. The Buyer may, at its discretion, reject and return goods received under an order that do not meet the requirements of the order, or retain them and require rectification, both at the Seller's risk and expense, even if the non-conformity is only discovered by the Buyer at the manufacturing, processing or assembly stage or later. Where the Buyer rejects the goods as non-conforming, the quantities of the order shall not be reduced by the quantity of the non-conforming goods, unless the Buyer notifies the Seller otherwise in writing. The Seller is obliged to replace defective goods with conforming goods, unless the Buyer notifies the Seller otherwise in writing, in particular by means of a notice of termination from the Buyer in accordance with Section 18.A. Non-conforming goods shall be held by the Buyer for disposal in accordance with the Seller's written instructions at the Seller's risk. Should the Seller fail to provide written instructions within ten (10) days (or a shorter period that is commercially reasonable in the circumstances) of notification of the breach of contract, the Buyer shall be entitled, at its discretion, to charge the Seller for the costs of storage and handling or to dispose of the goods without the Buyer being liable to the Seller. The Seller shall reimburse the Buyer for (a) all amounts paid by the Buyer as the purchase price for rejected defective goods, and (b) all costs incurred by the Buyer in connection with the defective goods, including, but not limited to, inspection, sorting, testing, evaluation, storage, return, disposal or reworking, within ten (10) days of the Buyer issuing a debit note for such costs. The Buyer's payment for defective goods does not constitute acceptance, does not limit the Buyer's right to pursue legal or equitable remedies, and does not relieve the Seller of its liability for latent defects.

26. Liability.

A. The Seller hereby undertakes to indemnify the Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents, against all claims, liabilities, damages (including special damages, consequential damages, punitive damages and exemplary damages), costs and expenses (including actual fees for solicitors, experts and consultants, settlement costs and judgments) arising in connection with any claims (including legal proceedings, administrative claims, regulatory actions and other proceedings seeking redress for personal injury, property damage or economic loss) that are in any way related to the Goods, the Seller's representations, the performance or non-performance by the Seller of its obligations under an 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 measures,

any set-off, deduction or refund by the Buyer, as well as claims arising from the breach of applicable laws, regulations or rules or government licences or orders. 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 that liability is attributable solely to the Buyer's gross negligence. The Seller's indemnification obligations shall also apply where the Buyer supplies the entire design or part thereof and specifies all or part of the processing used by the Seller, unless a separate written agreement signed by the Seller and the Buyer's authorised representative provides otherwise.

B. Where the Seller carries out work on the Buyer's premises or uses the Buyer's property, whether on or off the Buyer's premises, the Seller shall indemnify the Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents against any liability, claims, claims or expenses (including actual fees for solicitors, experts and advisers, settlement costs and judgments) for damage to the Buyer's property or injury (including death) to its employees or other persons, experts and advisers, settlement costs and judgments) for damage to the Buyer's property, its employees or other persons (including death) arising out of or in connection with the performance of work by the Seller or the use of the Buyer's property, unless such liability, claim or demand is attributable solely to the Buyer's gross negligence.

27. Insurance. The Seller shall, at its own expense, take out and maintain insurance cover in accordance with industry standards, to the extent required by law or reasonably requested by the Buyer, with insurers and in amounts acceptable to the Buyer. This includes, without limitation, comprehensive fire and extended insurance covering the replacement value of (i) all of the Seller's property and (ii) any pledged property, in each case at full replacement value.

All such insurance policies must name the Buyer as the beneficiary and an additional insured. The Seller shall provide the Buyer with certificates of insurance showing the amount of cover, the policy number and the expiry date(s) of the insurance policies maintained by the Seller, and such certificates must provide that the Buyer shall have thirty

(30) days' written notice from the insurer of any termination or reduction in the amount or scope of the insurance cover. The provision of insurance certificates or the taking out of insurance by the seller does not release the seller from its obligations or liabilities under an order. If the Seller fails to take out insurance in connection with an order, the Buyer shall be entitled to take out such insurance, and the Seller shall be obliged to reimburse the Buyer, upon request, for all actual costs and expenses incurred in taking out such insurance.

28. Sustainability

A. The Seller undertakes to comply with all national, local and foreign laws, executive orders, rules, regulations and ordinances applicable to the fulfilment of the Seller's obligations under the individual orders, and it is understood that each order incorporates by reference all clauses required under the provisions of the aforementioned laws, orders, rules, regulations and ordinances. All purchased materials used in the manufacture of the goods must comply with current regulatory and safety requirements regarding restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. All suppliers must comply with the IATF 16949, ISO 14001 and ELV standards, or their current successors or equivalent standards, which may be amended or updated from time to time.

B. The Seller warrants that neither it nor any of its subcontractors, vendors, agents or other associated third parties (i) uses forced or compulsory labour or engages in human trafficking in any form, including, without limitation, in breach of the UK Modern Slavery Act 2015 (ii) employ children, except within the framework of a government-approved vocational training, apprenticeship or similar programme, or (iii) engage in abusive employment or corrupt business practices in connection with the supply or provision of goods under an order.

C. The Seller shall adopt and enforce a Code of Conduct for Business Practices containing principles, policies and procedures consistent with those set out in the Buyer's Code of Conduct for Business Conduct and Ethics, which is accessible via supplier links on the Buyer's website at www.auriasolutions.com or any successor website. The Seller is obliged to report any breaches of the Seller's Code of Conduct immediately to the Buyer's authorised representative. The Seller undertakes to comply with all applicable anti-corruption laws, in particular the U.S. Foreign Corrupt Practices Act and the U.K. Neither the Seller nor any of its subcontractors, vendors, agent or other third party involved shall engage in any form of bribery or, directly or indirectly, offer or provide anything of value to an official or employee of a government authority or a government, government-controlled or government-related entity in order to obtain or retain a contract, business opportunity or other business advantage, or to influence an act or decision of such person in their official capacity. The Supplier shall respond promptly, fully and truthfully to all requests for information from the Purchaser regarding compliance matters, as further detailed in the Supplier Requirements Manual.

D. The Supplier must notify the Purchaser in writing without delay if it becomes aware that a director, senior executive or employee of the Supplier or any of its subsidiaries or affiliated companies is also a director, an executive or an immediate family member of a director or executive of the Buyer or any of its subsidiaries or affiliated companies. With regard to the Supplier's employees, the Supplier must

information to the Buyer only if the employee (other than a senior executive or director of the Seller) is materially involved in the Seller's business relationship with the Buyer or receives direct or indirect remuneration or a benefit arising from the Seller's business relationship with the Buyer.

E. In the event that the Seller subcontracts any of its duties or obligations under an Order in accordance with Section 24, the Seller shall ensure that all subcontractors comply with the requirements of this Section. **Error! Reference source not found.** Upon the Buyer's request, the Seller shall confirm in writing that the Seller and its subcontractors meet all such requirements. The Buyer shall have the right to verify and monitor compliance with the obligations of the Seller and its subcontractors under an order. The Seller shall indemnify the Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents against any and all claims, claims or expenses (including actual fees for solicitors, experts and consultants, settlement costs and judgments) arising out of or in connection with the failure of the Seller or its subcontractor to comply with the regulations.

29. Production Part Approval Procedure. With regard to orders for production parts, the Seller agrees to comply fully with the requirements set out in the Production Part Approval Process Manual, and agrees to provide the Buyer with such information and data upon request, irrespective of the approved submission level at Level 3 or the relevant level, unless the Buyer has granted other approval on the front page of an order or order amendment or in a letter signed by an authorised representative of the Buyer.

30. Marking of Goods. All goods delivered under any order that are considered finished parts must be permanently marked with the part number and the Buyer's name or code designation, the Seller's name or code designation, and the Seller's date of manufacture.

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

A. The Seller undertakes to (i) 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 are transported, including, without limitation, the laws and regulations governing the handling and transport of dangerous goods or hazardous materials, and in a manner that ensures the lowest possible transport costs; (ii) to arrange for shipment in accordance with the Buyer's instructions; (iii) not to charge any costs for handling, packaging, storage, transport (including customs duties, taxes, charges, etc.), costs for vehicles or other means of transport, or for the carriage of the goods, unless the Buyer has approved this in writing in an order or order amendment;

unless the Buyer has approved this on the front of a purchase order or purchase order amendment or in a letter signed by an authorised representative of the Buyer; (iv) to attach to each consignment documents showing the order number, order amendment or release number, the Buyer's part number, the Seller's part number where applicable, the quantity of the consignment, the number of cartons or containers in the consignment, the Seller's name and supplier number, the consignment note number and the country of origin; and (v) to forward the original consignment note or other shipping receipt for each consignment without delay in accordance with the Buyer's instructions and the carrier's requirements. The markings on each package and the identification of the goods on the packing lists, consignment notes and invoices must be sufficient to enable the Buyer to easily identify the goods purchased.

B. The Seller is obliged to provide the Buyer without delay, in the form and level of detail requested by the Buyer, with (i) a list of all ingredients and materials contained in the goods, (ii) the quantity of such ingredients and materials, and (iii) information regarding any changes or additions to such ingredients and materials. The Seller undertakes to give the Buyer sufficient written warning and information prior to dispatch of the goods (including appropriate labelling on the goods, containers and packaging) that the goods are dangerous goods or hazardous substances forming part of a consignment, together with specific handling instructions necessary to inform the carriers involved, the Buyer and their respective employees on how to exercise the degree of care and caution required by laws and regulations, and best prevent personal injury or property damage, when handling, transporting, processing, registering, using, disposing of or recycling the goods, containers and packaging delivered to the Buyer. The Seller must comply with all applicable national, local and foreign laws and regulations regarding product and warning labels. If the Goods are shipped by the Seller to European destinations, the Seller must inform the Buyer prior to shipment of the "classification of dangerous goods" in accordance with the European Agreement concerning the "International Carriage of Dangerous Goods". At the Buyer's request, the Seller shall confirm in writing to the Buyer the origin of the components or materials contained in the goods. The Seller shall promptly provide the Buyer or its customers in writing with all information regarding the goods that the Buyer or its customers request, so that the Buyer and its customers may comply with reporting obligations under applicable law or customer requirements regarding consumer protection, REACH, "extended minerals", "conflict minerals", lists of reportable substances or similar materials, ingredients, chemicals or substances, if any, in a timely manner.

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, but not limited to, legal fees, replacement costs and transport costs.

**32. Customs refund documents, other government requirements
and export controls.**

A. At the Buyer's request, the Seller shall promptly provide all documents required for the customs duty refund, duly completed in accordance with the relevant government regulations. The Seller shall also, at its own expense, provide all necessary information (including written documents and electronic transaction records relating to the goods, tools and equipment) required by the Buyer to fulfil customs or other regulatory obligations, origin marking or labelling requirements, as well as certification or local content reporting requirements, in order to enable the Buyer to claim preferential tariff treatment upon importation of goods, tools and equipment covered by applicable trade preference schemes, and to make all arrangements necessary to ensure that the goods fall under the applicable customs suspension or free trade zone programmes of the importing country. The Seller shall, at its own expense, provide the Buyer or the service provider designated by the Buyer with all documents required for the export of the goods and shall obtain all export licences or authorisations required for the export of the goods, tools and equipment permits required for the export of the goods, tools and equipment, unless otherwise specified in the order; in which case, the Seller shall provide all information necessary for the Buyer to obtain such licences or permits. Any credits or benefits arising from an order, including trade credits, export credits or the refund of customs duties, taxes or fees, shall accrue to the Buyer.

B. The Seller shall be liable for any misrepresentation or failure by the Seller to comply with applicable customs regulations that results in penalties and/or additional charges being imposed on the Buyer. The Seller further acknowledges and agrees to comply with all security procedures required under applicable customs regulations. The Seller shall provide the Buyer with all audit or inspection information relating to any customs inspection and/or validation at the Seller's premises.

33. Invoices. All invoices and/or advance shipping notices ("ASNs") for goods shipped under any order must include the order number, the order amendment or release number, the Buyer's part number, the Seller's part number where applicable, the quantity of the consignment, the number of cartons or containers, the Seller's name and number, and the consignment note number, prior to any payment for the goods being made by the Buyer. Furthermore, no invoice may refer to terms and conditions other than these General Terms and Conditions or the terms appearing on the front of the purchase order. All invoices must be sent by the Seller within two (2) months of the date on which the goods were received by or made available to the Buyer. The Buyer reserves the right to return or reject any invoices or related documents that have been submitted incorrectly or in breach of these terms and conditions. Payment periods shall commence upon receipt of the final correct invoice or ASN and its entry into the Buyer's system by the relevant department of the Buyer. Payment by the Buyer of an incorrect invoice shall not constitute acceptance of the incorrect elements or terms of such invoice.

34. Terms of payment.

A. Unless otherwise stated in an order, payment terms are 45 days from the end of the month in which the invoice date falls.

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

C. Notwithstanding the payment terms applicable to an order, (i) the Seller shall in no event be entitled to payment for tools until the Buyer has been paid by its customer for such tools, (ii) a Seller who is a direct supplier shall in no event be entitled to payment by 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, (iii) the Buyer may, at its discretion, amend its terms of payment for production goods upon notification to the Seller to reflect changes in the terms of payment of the Buyer's customer applicable to the goods under an order.

35. Set-off, netting and contractual reimbursement.

A. All amounts (including the value of goods and services at their contract or market value) payable by the Buyer or any subsidiary or affiliate of the Buyer to the Seller or any subsidiary or affiliate of the Seller, shall be understood to be net of all debts or other obligations of the Seller or any subsidiary or affiliate of the Seller to the Buyer or any subsidiary or affiliate of the Buyer. The Buyer or a subsidiary or affiliate of the Buyer may, without notifying the Seller or a subsidiary or affiliate of the Seller, set off amounts due or becoming due (including the value of goods and services at their contract or market value) owed by the Seller or a subsidiary or affiliate of the Seller to the Buyer or a subsidiary or affiliate of the Buyer, regardless of how and when they arise, or reclaim such amounts. In the event that the Buyer or any of its subsidiaries or Affiliates reasonably considers itself to be at risk, the Buyer or any of its subsidiaries or Affiliates may withhold and set off an appropriate amount due to the Seller or any of its subsidiaries or Affiliates in order to protect itself against such risk.

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

C. In addition to any rights otherwise provided for or permitted by law or any order, the Buyer or any of its subsidiaries or affiliated companies may withhold or defer payment of all or part of the amount due from the Buyer or any of its subsidiaries or affiliated companies (even if such amount is undisputed, (even if such amount is not in dispute, conditional or unfulfilled and is otherwise due) to the extent of any obligation of the Seller or any of its subsidiaries or affiliated companies towards the Buyer or any of its subsidiaries or affiliated companies, until such obligation is fulfilled, even if that obligation is not due, in dispute, conditional or unfulfilled. Without limiting the generality of the foregoing, and by way of example only, the Buyer or any of its subsidiaries or affiliated companies may, in the event of insolvency, bankruptcy, receivership, liquidation or similar proceedings, the Buyer or any of its subsidiaries or affiliated companies may defer payments due to the Seller or any of its subsidiaries or affiliated companies, whether by way of a stay of execution or otherwise, in order to protect itself against potential losses arising from a refusal or otherwise. The Seller unconditionally guarantees payment upon maturity of all existing and future obligations of its subsidiaries or affiliated companies towards the Buyer or any of its subsidiaries or affiliated companies, provided, however, that the amount guaranteed by the Seller does not exceed the amount owed by the Buyer to the Seller under an order at any given time.

36. Exemption from VAT. The Buyer must inform the Seller of the goods purchased under each order which (i) qualify for a corresponding VAT exemption or (ii) in respect of which the Buyer pays the applicable VAT or consumption tax directly to the competent authority (collectively, “**VAT-exempt goods**”). The Seller must not show any VAT on invoices for tax-exempt goods.

37. Advertising. The Seller shall not refer to the Buyer or its customers in any advertising or public announcements unless the Buyer’s authorised representative has given prior written consent, 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 fulfil their obligations under the Order shall be excused if and to the extent that the party is unable to perform due to an extraordinary and unforeseeable event or occurrence beyond their reasonable control and through no fault or negligence on their part, such as: force majeure, restrictions, prohibitions, priorities or allocations imposed or taken by a government authority, embargoes, fires, explosions, natural disasters, civil unrest, wars, sabotage or the inability to obtain energy (a “**Force Majeure Event**”). The Seller acknowledges and agrees that labour problems or disruptions, strikes, work-to-rule, the expiry of employment contracts, or changes in the cost or availability of materials, components, labour, logistics, energy or services due to market conditions, actions by suppliers, applicable law

or contractual disputes do not constitute events of force majeure and do not relieve the Seller from performance under this section or under theories of force majeure, commercial impracticability or otherwise, and the Seller expressly assumes these risks and agrees that they are foreseeable. The Seller shall use all reasonable endeavours to ensure that the impact of any such event or occurrence is minimised and shall resume full performance of the Order as soon as possible. The Seller shall, as soon as possible (but no later than three full working days) following a force majeure event, provide written notice describing the delay and assuring the Buyer of the expected duration of the delay and the date by which the delay will be resolved, and shall provide any other information reasonably requested by the Buyer. During the delay or non-performance by the Seller, the Buyer may, at its discretion: (a) purchase goods from other sources and reduce or cancel its call-offs from the Seller without liability to the Seller, and require the Seller to reimburse the Buyer for all additional costs incurred in procuring the replacement goods compared to the prices set out in the Order; (b) require the Seller to deliver to the Buyer, at the Buyer's expense, all finished goods, work-in-progress, and parts and materials manufactured or procured for the work under the Order; or (c) require the Seller to supply goods from other sources in the quantities and at the time requested by the Buyer and at the price specified in the Order. Furthermore, the Seller shall, at its own expense, take all measures it deems appropriate to ensure that, in the event of an anticipated work stoppage, a strike or a slowdown in the pace of work, or as a result of the expiry of the Seller's employment contracts, an uninterrupted supply of goods to the Buyer is available from an area not affected by such an interruption for a period of at least thirty (30) days. If, upon the Buyer's request, the Seller fails to provide reasonable assurances within ten (10) days (or a shorter period requested by the Buyer) that a force majeure event will not last longer than thirty (30) days, or if a force majeure event lasts longer than thirty (30) days, the Buyer may terminate the order without liability and the Seller must reimburse the Buyer for all costs associated with the termination.

39. Service and Spare Parts.

A. Upon receipt of an authorisation, the Seller shall sell to the Buyer all goods required by the Buyer to meet the service and spare parts requirements of the Buyer and its customers for the current model year, at the then-current production prices plus the actual net cost difference for the required individual packaging. If the goods consist of systems, modules or assemblies, the Seller shall sell the components or parts of such systems, modules or assemblies at prices which, in total, are not higher than the production price of the system, module or assembly in force at that time, less the labour costs for the system, module or assembly and plus the actual net cost difference for the necessary individual packaging.

B. Following the discontinuation of production of the current model of the vehicle in question, the Seller shall sell to the Buyer the goods required by the Buyer to meet the

service and

spare parts requirements of the Buyer and its customers for past model years, at the prices specified in the final order for the production of the current model, plus the actual net cost difference for the necessary individual packaging for the first five (5) years of service for past models. For the remaining period during which the Buyer's customer requires spare parts, the prices specified in the final order for the production of the current model shall apply, plus the actual net cost difference for the required one-off packaging and plus the actual net cost difference for the manufacturing costs mutually agreed between the Buyer and the Seller.

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

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

42. Severability. If one or more provisions of this Agreement are invalid or unenforceable under any law, regulation, decree, by-law or other legal provision, such provision(s) shall be deemed to be reworded or deleted, but only to the extent necessary to comply with such law, regulation, decree or legal provision, and the remaining provisions of the Agreement shall remain in full force and effect.

43. Electronic Communication and Electronic Signatures. The Seller shall comply with all methods of electronic communication prescribed by the Buyer, including requirements for electronic fund transfers, the transmission of orders, production approvals, electronic signatures and communication. Emails, even if they contain a signature block of a representative of the Buyer, shall not be deemed a signed document.

44. Notices. All notices, claims and other communications to the Buyer required or permitted under the Order must be sent by email and shall only be effective if received by the Buyer at the following two email addresses:

aurialegal@auriasolutions.com
procurement@auriasolutions.com

If the Seller fails to provide the Buyer with a notice, claim or other communication in the manner specified in the Order and within the time limits set out therein, this shall be deemed a waiver by the Seller of all rights and remedies that would otherwise have been available to it in respect of such notice, claim or communication.

45. Confidentiality.

A. The Seller shall be obliged (i) to treat all of the Buyer's information as confidential and to disclose it only to its employees who need to know such information in order for the Seller to supply goods, tools and equipment to the Buyer under the Order, and who are bound by confidentiality provisions comparable to those contained herein, and (ii) to use the Buyer's information solely for the purpose of supplying goods to the Buyer. "**Buyer's Information**" means all information made available to the Seller by the Buyer or its agents or subcontractors in connection with the Buyer's business or the Order, including, but not limited to, pricing and other terms of the Order, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and procedures, computer software and programs (including object and source code), non-public information regarding the Buyer's customers, information regarding the Seller's relationship with the Buyer, and the facts or status of the Seller's work in connection with the Buyer's customers and their relevant vehicle programmes. The Buyer's information also includes any materials or information containing or based on the Buyer's information, regardless of whether they were created by the Buyer, the Seller or any other person.

B. The Seller must notify the Buyer immediately if it has provided any government with information regarding the delivered goods, tools or equipment, including information provided to the US Government in accordance with the following reporting obligations under US law: 49 CFR Part 573 (Defect and Noncompliance Reporting) and 49 CFR Part 579 (Reporting of Information and Communications about Potential Defects) or their successors, as amended from time to time.

C. The Seller shall comply with all requirements of the Buyer's customers 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 the Buyer's information, including: measures to control physical access to premises and facilities, measures for user identification and authentication, monitoring and logging of access, appropriate controls for the transport, transmission, communication and storage of data, measures for secure data backup, and measures for the separate processing of data where appropriate for different purposes. The Seller shall respond promptly to all enquiries from the Buyer regarding its data security practices and shall undergo a data security audit at the Buyer's request. Should the Seller become aware of an incident that

involves a breach or potential breach of the Seller's information security (e.g. security breaches, data loss, disruptions, threats, attacks by malicious software, data misuse) and could affect the Buyer, in particular in the form of unauthorised third-party access to the Buyer's information (e.g. data leak or cyber attack), the Seller shall inform the Buyer of this immediately and free of charge by telephone, and shall:

- (1) take all necessary measures to clarify the facts and limit the damage.
- (2) assist the Buyer in recovering the Buyer's information.
- (3) provide a security report describing the incident, including, but not limited to, the security assessments carried out, the identified information security risks, any of the Buyer's information that may have been accessed, and the steps taken by the Seller to remedy the incident.
- (4) to permit the Buyer and its third-party contractors to conduct an audit of the Seller in relation to information security matters 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, any order for the purchase of services not related to the production of the Goods shall be subject to the Buyer's Supplementary Terms and Conditions, which are accessible via supplier links on the Buyer's website at www.auriasolutions.com or any successor website (the "Supplementary Terms"), provided that, in the event of any conflict between these Terms and Conditions and the Supplementary Terms and Conditions, the Supplementary Terms and Conditions shall prevail in respect of all such services not related to the production of the Goods.

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

49. English Language. The Order, these Terms and Conditions, all Web Guides and all other documents provided in connection with or in relation to an Order are originally drafted in English, which shall be the authoritative version in all respects, and any translations into another language are for convenience only and shall not be binding on the Buyer. All notices, consents, waivers and other communications required under the Order shall be in English.

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

51. Entire Agreement; Amendment. The Order, together with any annexes, schedules or addenda expressly referred to in the Order, constitutes the entire agreement between the Seller and the Buyer in respect of 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 the amended Terms and Conditions on the Buyer's website at www.auriasolutions.com or any successor website at least ten (10) days prior to the amended Terms and Conditions coming into effect. The Seller is obliged to check the Buyer's website and the Terms and Conditions regularly. The Seller's continued performance of the order without written notification to the Buyer in accordance with Section 444, setting out in detail the Seller's objections to the amended terms prior to their coming into effect, shall constitute acceptance of the amended terms by the Seller and shall be deemed as such. Unless otherwise provided in the preceding sentences or in these terms and conditions, the order may only be amended by an order amendment or a letter signed by the Buyer's authorised representative.

52. Governing Law; Jurisdiction; Venue. Every order shall be governed by German law, without regard to any conflict of laws principles that would require the application of another law. The Supplier agrees to the exclusive jurisdiction of the courts in Germany having personal jurisdiction over the Purchaser. The Supplier expressly waives all objections and defences regarding the jurisdiction and venue of these courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

