

**AURIA SOLUTIONS SLOVAKIA S.R.O. TERMS
AND CONDITIONS OF ORDER**

January 2026 Version

1. Formation; offer; acceptance; exclusive terms.

A. Each order (as amended) together with these terms and conditions (hereinafter referred to as the "order") constitutes an offer by Auria Solutions Slovakia s.r.o. or its relevant subsidiary or branch designated as the "Account for" on the face of the order (hereinafter referred to as **the "Buyer"**) **to the party** to whom such order is addressed, and to the relevant branches and subsidiaries of that party (hereinafter referred to as **the "Seller"**) **to enter into** the contract described therein, and constitutes the full and exclusive statement of such offer and agreement. The Order does not constitute acceptance by the Buyer of any offer or proposal made by the Seller, whether in an offer, confirmation, invoice or otherwise by the Seller. In the event that any document issued by the Seller is deemed to be an offer, such offer is expressly rejected and is superseded in its entirety by the offer constituted by the Order.

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

C. Acceptance is expressly limited to these Terms and Conditions and to any terms and conditions otherwise expressly referred to on the first page of the Order. Any additional or different terms proposed by the Seller shall not constitute a rejection of the Order. No purported acceptance of the Order on terms that amend, supersede, supplement or otherwise alter these Terms shall be binding on the Buyer, and such terms shall be deemed rejected and superseded by these Terms unless the terms proposed by the Seller are accepted in a physically signed written document ("**Signed Document**") by the Buyer's Vice-President or a person authorised by him (hereinafter collectively referred to as the "**Authorised Representative of the Buyer**"), irrespective of the acceptance or payment of any consignment of goods or any similar act by the Buyer. Any reference in the Order to any document issued by the Seller is made solely for the purposes of administrative tracking or for the purpose of incorporating 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, except where Auria Solutions Slovakia s.r.o. is expressly designated as the Buyer in the Order (i.e.

the “Bill To” entity), no Order constitutes or shall be construed as a guarantee or other security on the part of Auria Solutions Slovakia s.r.o. for any liabilities or obligations of any Buyer named in the Order.

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

B. These Terms apply to all Suppliers under the Order, including, without limitation, any Supplier who is a Designated Supplier. **"Directed Supplier"** means any Seller from whom the Buyer has been requested or recommended to procure Goods at the direction or suggestion of the Buyer’s customer and/or the original equipment manufacturer’s (**“OEM”**) end customer, if different (collectively, **the “Customer”**) (including joint procurement agreements), or where the Buyer is restricted to such a Seller for the required Goods as a result of the Customer’s product description, specification or other restriction. Each Seller that is a Designated Supplier acknowledges the applicability of these Terms and agrees to be bound by these Terms, including, without limitation, the World-Class Supplier requirements under Section 7 and the payment terms under Section 7. 34.

C. Each Order incorporates by reference the Purchaser’s Supplier Requirements Manual, EDI Specifications, Logistics Requirements, Customs Requirements, Packaging Instructions, Code of Business Conduct and Ethics, Information Security Policy, Auria’s Terms and Conditions for Ancillary Services, and all other manuals, guidelines, principles, specifications, terms and requirements which are made available on an ongoing basis under the heading “Information for Suppliers” and which are accessible via links for suppliers on the Customer’s website www.auriasolutions.com or on any successor website (collectively, the **"web manuals"**). All web manuals shall, to the greatest extent possible, be interpreted in accordance with and cumulatively with these Terms and Conditions; however, if such interpretation is not appropriate, in the event of any conflict, these Terms and Conditions shall prevail. The Purchaser may at any time amend any web guidelines or add further web guidelines, by publishing a notice of such amended or new web guidelines via the Supplier’s links on the Purchaser’s website www.auriasolutions.com or on any successor website at least ten (10) days prior to the effective date of any amended or new web guidelines. The Seller shall regularly check the Buyer’s website and the web guides. The Seller’s continued performance under the order without written notice

to the Buyer in accordance with Section 444, setting out in detail the Seller's objections to any amended or new web guide prior to the effective date of such amended or new web guide, shall be subject to and shall constitute acceptance of such amended or new web guide by the Seller.

D. The Terms and Web Guides applicable to each Order are the Terms and Web Guides in force on the date of issue specified on the later of the following dates: the Order or any amendment to the Order relating to such Order; in such a case, the Terms and Conditions and online guides shall apply to each such Order as amended in their entirety.

E. No exception, deviation or waiver of these terms and conditions shall be valid or binding on the Buyer unless stated on the first page of the Order or an addendum to the Order, or unless made in writing and signed by an authorised representative of the Buyer.

3. Documents used in the purchase. The Buyer may use the following documents as part of the procurement and purchasing process. Unless otherwise (i) expressly stated in one of following documents listed in subsections A to F, which has been signed by an authorised representative of the Purchaser, or (ii) expressly stated on the front page of the Order, the Order supersedes all such documents in their entirety.

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

B. Supply Agreement ("SA"). This is an agreement setting out the terms of the relationship between the Seller and the Buyer, including agreed price adjustments, and which is in some cases also used as an indicator of eligibility to submit a quotation for a specific transaction. These terms (including, among other things, provisions regarding the Seller's world-class suppliers and the Buyer's rights to terminate the contract) govern all purchases of Goods by the Buyer from the Seller under such a Supply Agreement, unless expressly stated otherwise therein.

C. Request for Quotation, Proposal or Information ("RFQ"). This is the initial step in the potential process of the buyer making an offer to the seller, as set out in the order. It may include forecasts of volume and duration (see Section 6) and specifications of the Goods being offered.

D. Engineering Change Notice ("ECN"). This is an alternative initial step in the potential creation of an offer by the buyer to the seller contained in an order. It may include volume and duration forecasts (see Section 6) and specifications of the Goods offered.

E. Quotation. Following an RFQ or ECN, this is usually the next step in the buyer's offer to the seller contained in the purchase order. It may also contain volume and duration forecasts (see Section 6) and may refer to estimated prices.

F. Order. The Order describes the Goods being purchased, states the name and address of the Buyer and the Seller, and incorporates these Terms and Conditions. In accordance with Section 1, each Order constitutes an offer by the Buyer to the Seller to enter into the contract described therein and is the full and exclusive expression of such offer and agreement. Each Order is either a spot purchase order, a bulk order or an order under a requirements contract, depending on the quantity and duration specified on the first page of the Order. A spot purchase order is a one-off order for a specific quantity of Goods. A blanket order is an order for Goods in accordance with the fixed quantities and delivery schedules specified in the call-offs issued by the Customer on the basis of the Order. An Order under a Requirements Agreement is an order for all of the Purchaser's requirements for Goods or for a specified portion thereof for a specific period of time in accordance with the fixed quantities and delivery schedules set out in the release orders issued by the Purchaser pursuant to the Order. All references to the Order mean the original Order, as amended and supplemented by any addenda to the Order issued by the Purchaser.

G. Release. This is a schedule by which the Buyer (i) specifies a fixed quantity of Goods to be supplied by the Seller to the Buyer at least once a week, (ii) approves the production of materials and/or (iii) approves the purchase of raw materials/components, always for the period specified therein. The release specifies the binding quantity of Goods and/or the binding quantity of raw materials/components for which the Buyer is obliged to pay the Seller and which the Seller is obliged to provide to the Buyer for the period specified therein. The release may also include 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 addendum to the order issued by the Buyer on the Buyer's order form via the Buyer's standard purchase protocol, which expresses a change or modification to the order. If the change to the Order has the same purchase order number as the original Order, it is still considered a change to the original Order and not a new Order. If releases issued under an Order have the same purchase order number as the Order, they shall not be considered an amendment to that Order and shall be designated solely as releases under that Order.

4. Duration. Except where a different termination date is stated on the front of the Order or in any amendment to the Order, and subject to the Buyer's rights to terminate the Order, the term of the Order shall be the period commencing on the issue date stated on the front page of the Order or in an amendment to the Order and continuing for the duration of the production life of the relevant (programmes) of the OEM vehicles for which the Goods covered by such an Order are supplied (including model refreshes and programme extensions or reductions), as determined

the relevant OEM customer. The Seller's obligations regarding servicing and spare parts shall remain in force even after the termination or expiry of the Order or any amendment thereto. If the Seller manufactures and/or supplies Goods to the Buyer pursuant to releases issued under an Order that has expired, then the terms of the expired Order shall continue to apply until the expired Order is replaced by a new Order or another written agreement between the Buyer and the Seller for such Goods.

5. Quantity.

A. The quantity applicable to each order is stated on the front of the order. The stated quantity may relate to up to one hundred per cent (100%) (or "all") of the Buyer's requirements for the Goods. For all Blanket Orders and orders under a Requirements Agreement, the Purchaser shall issue a release (see Section 3.G) to specify the quantities required for the specified delivery dates and delivery locations. The Seller acknowledges and agrees that, notwithstanding anything in any Order that may conflict with this provision, the Seller is obliged to supply the Buyer with Goods in at least the quantity and for the period specified in each release. The Release shall specify a fixed quantity of Goods and/or a fixed quantity of raw materials/components for which the Buyer shall be liable in the event of termination of the Contract (see Clause 18.B). Release orders may contain volume and time forecasts (see Section 6), but release orders are binding on the Buyer only for the quantity specified as fixed in the release order, and the Buyer shall have no obligations or liabilities beyond that quantity. The Seller acknowledges and agrees to assume the risk associated with the delivery times of various components if they exceed the binding quantities specified by the Buyer in the release.

B. Unless the Order expressly stipulates that the Seller shall manufacture one hundred per cent (100%) of the Buyer's requirements 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 resources.

6. **Estimated volume and duration. From time to time and in** connection with quotations, requirements and orders, the Buyer may provide the Seller with estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the duration of the programme's duration ('**volume and duration** projections'). Unlike the release of a fixed quantity, volume and duration projections are not binding on the Buyer. Nor do they constitute evidence of a contract requirements. The Seller acknowledges that Volume and Duration Forecasts, like any other forward-looking forecasts, are based on numerous economic and commercial factors, variables and assumptions, some or all of which may change over time and may or may not be accurate at the time of their preparation or subsequently. The Buyer makes no representation, warranty, guarantee or undertaking of any kind or nature, express or implied, regarding any volume and duration forecasts or other estimates, forecasts or projections provided to the Seller, including their accuracy or completeness. The Seller accepts that the Volume and Duration Projections may not be accurate and that the actual

volume or duration may be lower or higher than the projections. The Seller acknowledges that this risk and potential reward are an aspect of the automotive industry.

7. Requirements for a world-class supplier. The Seller must provide goods on the Site that are world-class in terms of *cost* (see Section 8), *quality* (see Section 9), *delivery* (see Section 110), *technology* (see Section 11) and *customer support* (see Section 12). Any reference to a world-class supplier in these terms and conditions and in any other document or agreement between the buyer and the seller incorporates by reference each of the above elements (cost, quality, delivery, technology and customer support) and all terms, provisions and requirements relating to these elements in these terms and conditions. Failure by the Seller to meet the requirements of a world-class supplier shall constitute grounds for immediate termination of the order by the Buyer in accordance with Clause 18.A.

8. Costs.

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

B. The Seller agrees that any price reduction by the Seller on any Goods or related charges shall apply to all shipments of such Goods under the Order or any amendment to the Order from and following the implementation of the price reduction by the Seller.

C. The Seller shall ensure that the price charged to the Buyer for the Goods remains competitive with the price of similar goods available to the Buyer from 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, with the aim of reducing the Seller's costs.

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

9. Quality.

A. The Seller must comply with all the Buyer's quality requirements and all the quality requirements of the Buyer's customers, including, without limitation, the relevant plans relating to ISO 9001 (minimum requirement) or IATF 16949 (preferred requirement), ISO 14001 (or their current successors or equivalents) and various OEM requirements for reporting on end-of-life vehicles ("ELV") and other requirements, in each case as amended from time to time.

B. The Seller agrees to participate in the Buyer's quality and development programme(s) and to comply with all quality requirements and procedures established by the Buyer, which are subject to ongoing review. Subject to the Buyer's assessment of liability, the Seller may be liable for all costs associated with the investigation of quality issues, their mitigation and corrective actions in relation to the goods supplied by the Seller to the Buyer (including the activities of third parties identified and initiated by the Buyer). The Seller is obliged to provide any and all reasonable support requested by the Buyer for the immediate resolution and rectification of quality issues relating to the delivered Goods. The Seller is obliged to provide additional resources, if necessary and as specified by the Buyer, to support product development, process development, validation (including, but not limited to, AIAG standards, Level 3 (or its current equivalent) PPAP), production start-up or any issue that may jeopardise the success of the production or assembly of any Goods or the Customer's relevant programme.

C. The Seller must ensure that the total equipment (shared and specific) and facility capacity are commensurate with the Buyer's needs. Ongoing capacity analysis must take into account at least: changes in scrap rates, downtime, maintenance and other customer requirements. Each production process must successfully complete a Run-at-Rate. The Run-at-Rate must demonstrate that the Seller's production process is capable of producing at least a one-day quantity of Goods of acceptable quality in less than 24 hours, in order to meet the Seller's planned capacity volume ("CPV"). The Buyer is not obliged to pay the Seller any additional costs provided that the released quantities do not exceed the Seller's CPV. The capacity requirement and CPV do not constitute a volume, programme or other commitment on the part of the Buyer.

D. The Seller is responsible for all subcontractors of goods or services. The Seller must maintain appropriate development, validation, commissioning and ongoing supervision to ensure that all Goods provided 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 per the Order.

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

10. Delivery.

A. Deliveries shall be made in the quantities and on the dates specified in the Order or in notifications provided by the Buyer. The time and quantity of delivery are essential terms of every Order. The Seller is obliged to comply with the shipping

instructions specified in the Order

or in the release. The Buyer is not obliged to make payment for Goods delivered to the Buyer that exceed the binding quantities and delivery schedules specified in the Buyer's Statements or in the Order for Immediate Purchase. The Buyer is obliged to pay only for Goods and services actually received from the Seller. The Buyer may alter the scope and/or quantity of scheduled deliveries or order a temporary suspension of scheduled deliveries, neither of which entitles the Seller to alter the price of the Goods covered by any Order. For each delivery, it is assumed that the Seller has made the representations, warranties and undertakings regarding its financial and operational position set out in Section 15.

B. The costs of premium transport and/or other related expenses necessary to meet the delivery schedules set out in the Launch shall be borne exclusively by the Seller, provided that the delay or expenses were not solely the result of the Buyer's negligence and the Seller does not notify the Buyer of any claim against the Buyer within ten (10) days of the occurrence of the alleged negligent act by the Buyer that gave rise to such a claim.

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

11. Technology

A. If the Buyer has provided or supplied the Seller with any designs, drawings, specifications, plans or other materials containing proprietary information, the Seller shall not disclose or use such designs, drawings, specifications, plans or other materials, including any copies thereof, except as approved by the Buyer on the front page of the Order or in an addendum to the Order or in a signed written form by an authorised representative of the Buyer.

B. The Seller expressly warrants that all Goods covered by any Order do not infringe and will not infringe any patent, trade mark, copyright or other intellectual property rights of any third party. The Seller (i) undertakes to defend, indemnify and hold harmless the Buyer and its Customers from and against all claims, demands, losses, suits, damages, liabilities and expenses (including actual fees for lawyers, experts and consultants, settlement costs and judgments) arising from any action, claim or proceeding for actual or alleged direct or contributory infringement or inducement to infringe any local or foreign patent, trademark, copyright or other proprietary right arising from the manufacture, use or sale of the ordered Goods, including infringement arising from compliance with specifications provided by the Buyer or for actual or alleged misuse or misappropriation of trade secrets arising directly or indirectly from the Seller's activities; and (ii) waives any claims against the Buyer and its

Customers, including any claims for damages or similar claims, whether known or unknown, contingent or latent, in any way related to a claim made against the Seller or the Buyer on the grounds of infringement of any patent, trade mark, copyright or other proprietary right, including claims arising from compliance with specifications provided by the Buyer. The Seller hereby assigns to the Buyer all rights, claims and interests in all inventions, trade marks, copyright and other proprietary rights in any material created and paid for by the Buyer in connection with each Order. Technical information and data provided to the Buyer in connection with each Order shall be disclosed as non-confidential.

C. The Seller expressly warrants that all original copyrighted works (including, without limitation, computer programs, technical specifications, documentation and manuals), ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, trade marks and other intellectual property (hereinafter referred to as the **“Deliverables”**) shall be original to the Seller and shall not contain any intellectual property (including copyright, patents, trade secrets, design rights or trade mark rights) of any third party.

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

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

free of charge, fully paid up, perpetual and irrevocable. In the event that the Buyer obtains the Goods from a party other than the Seller for any other reason, the Buyer shall pay the Seller a “reasonable licence fee” for a period of two (2) model years from the date of the first delivery of the Goods by the Seller, and 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 have entered into written agreements with the Seller in accordance with the terms of this Section 11 to ensure that the protection required by the Buyer from the Seller is also obtained by the subcontractors for the benefit of the Buyer and the Seller.

12. Customer support.

A. The Seller is obliged to support all of the Buyer’s supply chain initiatives and to assist the Buyer in meeting the requirements of the Buyer’s customers, including by providing such information or disclosing information, complying with such requirements, standards, principles or laws, certifying such compliance, and performing all other activities which the Buyer deems necessary or desirable and which are within the Seller’s control, so that the Buyer may fulfil its obligations arising from **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 and Conditions. Upon written request from the Seller, the Buyer is obliged to cooperate with the Seller and explain all applicable Customer Terms and Conditions to the Seller.

B. The Seller acknowledges that the Buyer may incorporate the Goods into goods or services which it sells to its customer. The Seller agrees that, as part of the consideration under this Agreement, it is bound by the relevant Customer Terms and Conditions in favour of the Buyer.

In the event of any conflict between the Customer Terms and Conditions and any provisions of the Order, the Buyer shall have the right to determine that the provisions of the Customer Terms and Conditions shall prevail to the extent necessary or desirable to resolve such conflict. The Seller shall indemnify the Buyer and hold the Buyer harmless from and against all claims and demands made by the Buyer’s Customer that relate to or arise from the Seller’s failure to comply with the Customer Terms and Conditions, including any Customer Terms and Conditions that exceed the requirements or conflict with the terms of the Order.

13. Warranty.

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

and expressly warrants that all Goods covered by each Order shall be suitable and adequate for the specific purpose intended by the Buyer.

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

C. All warranties shall remain in force for the longer of the following periods: (i) the period prescribed by applicable law or (ii) the warranty period granted by the Buyer to its Customer; provided, however, that the Buyer or its Customer, voluntarily or pursuant to a government mandate, submits to the owners of vehicles (or other finished products) on which the Goods or any parts, components or systems containing the Goods are installed, an offer to carry out remedial measures to rectify a defect or condition relating to the safety of motor vehicles or the vehicle's non-compliance with any applicable law, safety standard or directive, whether in connection with a product recall campaign or other customer satisfaction initiative or remedial service campaign ("**Remedial Action**"), the warranty shall remain in force for such period as may be ordered by the Buyer's Customer or by the state, local or foreign government where the Goods are used or supplied, and the Seller shall be obliged to comply fully with the requirements set out in Article 13.I.

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

E. The purpose of all warranties is to provide the Buyer with protection against all warranty claims made against the Buyer by its Customer. This includes, but is not limited to, the fulfilment of all warranties required by the Customer relating to the relevant Goods or 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 a notice of breach of warranty under the Order: (i) any communication stating a defect, non-performance, complaint regarding a defect, or any other issue or quality problem with the Goods sold under the Order; (ii) any communication with the Seller alleging that the Seller's Goods breach any warranty or that the Seller is failing to fulfil its obligations under the Order; and (iii) a notice of termination of the contract by the Buyer pursuant to clause 18.A. Any such claim of breach by the Buyer may only be waived in writing by an authorised member of the Buyer's legal department.

G. To mitigate its own losses, the Buyer may fully defend itself against any claim by a Customer that any Goods supplied by the Seller are defective, breach a warranty or otherwise fail to meet the relevant statutory or contractual requirements, as such a Customer may seek to hold the Buyer liable for problems

caused wholly or partly by the Seller. The Seller and the Buyer agree that this defence is in the interests of both the Seller and the Buyer. The Seller hereby waives any argument that, by taking such action, the Buyer in any way limits the Buyer's right to assert against the Seller a claim for breach of warranty, contribution, compensation or any other claim that may arise from the Customer's claim for a defect, breach of warranty or otherwise related thereto.

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

I. Notwithstanding the expiry of the warranty period specified in Section 13.C or 13.D, the Seller shall nevertheless be liable for the costs and damages associated with the performance of any remedial action to the extent that such remedial action is based on a reasonable finding (including the use of statistical analysis or other sampling methodology) that the Goods do not conform to the warranties set out in the Order. Where necessary, the Seller shall bear all reasonable costs associated with determining whether a Remedial Measure is necessary. The Buyer and the Seller agree that any Remedial Measure relating to the Goods for the Buyer shall be treated separately and differently from similar Remedial Measures concerning other goods of the Seller; provided that such separate and different treatment is in accordance with the law and the Seller shall in no event provide the Buyer with at least the same level of protection for such Goods as the Seller provides to its other customers in connection with similar Remedies.

14. Modifications.

A. The Buyer reserves the right at any time to order changes or to require the Seller to make changes to the Goods under any Order or amendment thereto, including, without limitation, changes to the design (including drawings and specifications), materials, workmanship, methods of packaging and transport, and the date or place of delivery of the Goods covered by the Order, or otherwise to alter the scope of work covered by the Order, including work relating to matters such as inspection, testing or quality control, and the Seller undertakes to carry out such changes without delay. Any such changes shall be deemed to be changes that do not affect the time of performance or the costs under the Order, provided that (i) the Seller does not provide the Buyer with written notice in accordance with Article 444 of a claim for adjustment of the time of performance or costs within ten (10) days of the Buyer notifying the Seller of the change, and (ii) following a review of such a claim, the Buyer determines that an adjustment (upwards or downwards) is reasonable. Any such claim by the Seller for an adjustment to the time of performance or costs under the Order must be solely and directly the result of a change ordered by the Buyer, and any notice of such a claim shall only be effective if accompanied by all relevant information sufficient to enable the Buyer to verify such a claim. Furthermore, the Buyer shall have the right to audit all

relevant records, equipment, works or materials of the Seller for the purpose of verifying any claim. The Seller shall consider and inform the Buyer of the impact of the design change on the system in which the Goods covered by the Order are used. Nothing in this Section 14 shall excuse the Seller from continuing to fulfil the Order in its amended form.

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

15. The Seller's financial and operational position.

A. The Seller represents and warrants to the Buyer as at the date of each Order (and such representations and warranties shall be deemed to be repeated as at the date of acceptance of each release under the Order by the Seller and at the time of each delivery under the Order), that it is not insolvent and pays all debts as they fall due; that it complies with all credit agreements and other obligations; that all financial information provided by the Seller to the Buyer and relating to the Seller is true and accurate; that such financial information faithfully reflects the Seller's financial position; and that all the Seller's financial statements have been prepared in accordance with generally accepted accounting principles, applied consistently and thoroughly.

B. The Seller shall allow the Buyer and its representatives to inspect the Seller's books and records relating to compliance with each Order and the Seller's overall financial position, and undertakes to provide the Buyer, upon request, with full and complete access to all such books and records. The Seller further agrees to allow the Buyer to conduct an audit of the Seller's current policies, architectures, standards, rules and procedures in the field of information technology and security. The Seller agrees that, should any issues arise with the quality, delivery or operation of any order, the Buyer may, but is not obliged to, appoint a representative to be present at the Seller's premises to observe

its activities. The Seller agrees that if the Buyer provides the Seller with any assistance (financial or otherwise) necessary for the Seller to fulfil its obligations arising from any Order, the Seller shall reimburse the Buyer for all costs, including fees for legal services and other professionals, incurred by the Buyer in connection with such accommodation, and shall grant the Buyer the right of access to the Seller's premises, machinery, equipment and other assets necessary for the manufacture

the Goods covered by such an Order (and a lien to secure the right of access), pursuant to an access and security agreement.

16. Insolvency of the Seller. The Buyer may immediately terminate, provided that not prohibited by applicable law, the entire Order or any part thereof without any liability of the Buyer towards the Seller, if any of the following events or any other similar or comparable event occurs (hereinafter referred to as “**the Seller's insolvency**”): (i) the Seller's insolvency; (ii) the Seller's failure to provide the Buyer, without delay, with adequate and reasonable assurance of the Seller's financial ability to fulfil, in a timely manner, any of the Seller's obligations arising from any Order; (iii) the filing of a voluntary petition for the declaration of bankruptcy by the Seller; (iv) the filing of an involuntary petition for the declaration of bankruptcy against the Seller; (v) the appointment of a liquidator or administrator for the Seller's estate; (vi) the assignment of a claim in favour of the Seller's creditors ; or (vii) any adjustment by the Buyer (financial or otherwise) necessary to enable the Seller to fulfil its obligations under any Order.

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

A. The rights and remedies reserved to the Buyer in each Order, including, without limitation, the rights of entry, reclamation and inspection under Clause 23, are cumulative with and supplementary to all other or further remedies provided by law or 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 fail to meet any of the World-Class Supplier criteria under Section 7, the Buyer shall notify the Seller thereof, and the Seller shall, at the Buyer's request, reimburse the Buyer for all special, incidental and consequential damages caused by such breach of warranty or non-conforming Goods, including, without limitation, the costs, expenses and losses incurred by the Buyer (a) in inspecting, sorting, testing, repairing or replacing non-conforming Goods or any system or component containing such non-conforming Goods; (b) as a result of production stoppages, (c) in carrying out Remedial Measures, and (d) in connection with claims for personal injury (including death) or property damage caused by such non-conforming Goods. If requested by the Buyer, the Seller shall, at no cost to the Buyer, manage and process warranty returns for non-conforming Goods in accordance with the Buyer's instructions. The Seller acknowledges and agrees that monetary compensation would not be a sufficient remedy in the event of any actual, anticipated or threatened breach of any Order by the Seller in connection with its supply of Goods to the Buyer, and that, in addition to all other rights and remedies which the Buyer may have, the

entitled to specific performance and to interim, provisional and permanent injunctions or other equitable remedies as a remedy for any such breach without proving actual damage and without requiring a bond or other security.

B. Furthermore, notwithstanding the foregoing, the Seller acknowledges that the shutdown of the Customer's plant causes problems for which monetary damages are not a sufficient remedy. Whilst the costs of plant shutdown can easily amount to substantial sums, far worse is the damage to the Buyer's relationship with the Buyer's Customer resulting from potential loss of goodwill or business and other damages that are equally difficult to quantify.

In view of these risks, in the event of a breach or threatened breach of any of the Seller's representations, warranties or obligations of the Seller (including, but not limited to, any obligation relating to the Seller being a world-class Supplier) by the Seller, without notifying the Seller, to arrange for the manufacture of the Goods by the Seller to another supplier or to dual-source any Goods covered by this representation (i.e. to have another supplier manufacture or be prepared to manufacture Goods manufactured by the Seller) in order to protect the Buyer and its Customers. This process of transferring business may take a considerable amount of time, and the Seller understands that, given the risks posed by the potential loss of the Buyer's Customer, the Buyer is entitled to commence and transfer the business without prior notice to the Seller.

C. The Seller acknowledges that business disruption during the programme, whilst undesirable, is part and parcel of the automotive industry and is a recognised risk for sellers in this sector. Even the risk of financial or operational uncertainty on the part of the Seller, given the enormous risks to the Buyer and the Buyer's Customer, constitutes a valid reason for relocating production without prior notice, and any ancillary or related activity by the Buyer is understandable and reasonable.

D. Notwithstanding anything to the contrary in any order, the Buyer shall not be deprived of any claim against the Seller which is wholly or partly based on any fraud or coercion in connection with the Order or on any breach or alleged breach of the Order or any other order between the Buyer and the Seller (even if this order relates to other products).

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

18. Termination.

A. The Buyer's Right to Terminate for Breach. The Buyer reserves the right to terminate the entire Order or any part thereof immediately without any liability on the part of the Buyer to the Seller if the Seller: (i) refuses, breaches or threatens to breach any of the terms of the Order, including, without limitation, the Seller's warranties and the provisions regarding world-class suppliers; (ii) fails to perform or deliver the Goods in accordance with the Buyer's instructions; or (iii) fails to provide the Buyer with adequate and reasonable assurance of the Seller's ability to fulfil in a timely manner any of the Seller's obligations arising from the Order, including, but not limited to, the delivery of the Goods; or if the Buyer terminates any other Order or contract between the Buyer and the Seller for breach in accordance with the terms of such other Order or contract (regardless of whether such other Order or contract is related to the Order).

B. The Buyer's right to terminate the contract for convenience. (1) In addition to any other rights of the Buyer to terminate any Order, the Buyer may, at its sole discretion, at any time and for any reason, immediately terminate the whole or any part of an Order by written notice to the Seller. (2) Upon receipt of notice of termination under this Section 18.B, the Seller shall, unless the Buyer specifies otherwise in writing, (i) immediately cease all work under the Order; (ii) transfer title to and deliver to the Buyer usable and marketable finished Goods, work-in-progress and raw materials/components which the Seller has manufactured or procured; (iii)

settle all claims of subcontractors which the Buyer has approved on the front page of the Order or in an addendum to the Order or in a signed written form by an authorised representative

, if any, at reasonable actual costs which have become unenforceable as a result of such termination; (iv) take such steps as are reasonably necessary to protect the property owned by the Seller in which the Buyer has an interest; and (v) upon the Buyer's request, cooperate with the Buyer in arranging for the supply of the Goods covered by the Order to an alternative supplier designated by the Buyer.

(3) Upon termination of any Order by the Buyer pursuant to this Section 18.B, the Buyer shall pay to the Seller, without duplication, the following sums: (i) the price of the Order for all finished and completed Goods that meet the requirements of the Order and have not previously been paid for; (ii) the Seller's reasonable actual costs for usable and marketable work-in-progress and raw materials/components transferred to the Buyer in accordance with sub-section B(2)(ii) of this paragraph, to the extent that these have not yet been settled by the Buyer's interim payments or otherwise under the Order; (iii) the Seller's reasonable actual costs of settling claims for liabilities that the Seller would have had towards subcontractors approved by the Buyer on the first page of the Order or in an amendment to the Order or in a signed written document from the Buyer's Authorised Representative in the event the contract had not been terminated; and (iv) the Seller's reasonable actual costs of fulfilling its obligations under sub-clauses B(2)(iv) and B(2)(v). The Buyer shall not be liable and shall not be obliged to pay the Seller, either directly or on the basis of claims by the Seller's subcontractors, for any other alleged losses or costs,

whether described

as loss of anticipated profits, unabsorbed overheads, interest on claims, product development and engineering costs, costs of rearranging or leasing plant and equipment, unamortised depreciation costs, general and administrative costs arising from the termination of the order, or otherwise. Notwithstanding anything to the contrary in this provision, the Buyer's liability to the Seller following termination under this Section 18.B shall not exceed the liability that the Buyer would have had to the Seller had the contract not been terminated.

(4) Within twenty (20) days of the effective date of termination under this Section 18.B, the Seller shall submit to the Buyer its claim for termination of the contract together with all supporting data, which shall consist exclusively of items of the Buyer's liability to the Seller as set out in Subsection B(3). The Buyer may audit the Seller's records before or after payment to verify the amounts claimed in the Seller's request for termination of the contract.

C. The Seller has no right to terminate the contract. As the Buyer's obligations towards its Customers are assumed on the basis of the Seller's obligations arising from each Order, the Seller shall not be entitled to terminate or otherwise suspend performance under the whole or any part of an Order for any reason, including, without limitation, the Seller's uncertainty regarding performance by the Buyer. In the event of any dispute between the Seller and the Buyer arising out of or in connection with any Order, the Buyer and the Seller shall work in good faith to resolve the dispute; provided, however, that no such dispute shall excuse the Seller's obligation to provide the Buyer with continuous and uninterrupted supplies of the Goods in accordance with the terms of the Order.

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

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

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

(3) The Seller shall return to the Buyer all pledged assets and any other assets which it has provided or which belong to the Buyer or any of the Buyer's customers, in the condition in which it received them, subject to reasonable wear and tear.

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

19. Limitation of Liability. The Buyer shall in no event be liable to the Seller for loss of profits or for special, incidental or consequential damages. This limitation of liability provision applies regardless of the type of Order (including, without limitation, Spot Orders, Blanket Orders or orders under a Request for Quotation). The Buyer's liability for any claim of any kind or for any loss or damage arising out of or in connection with any Order, the Goods or any other contract between the Buyer and the Seller, or in connection therewith, or arising therefrom, shall be limited to any reasonable depreciation that has arisen as a result of 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 previously been paid for; (ii) the Seller's reasonable actual costs for usable and marketable work-in-progress and raw materials/components that have been transferred to the Buyer in accordance with the termination of the contract and which are covered by outstanding binding releases from the Buyer; and (iii) the Seller's reasonable actual costs of settling claims for liabilities that the Seller would have owed to subcontractors, which were approved in writing and signed by the Buyer's Authorised Representative had the contract not been terminated, limited to the amount of the binding quantities of Goods and raw materials/components specified in the releases issued by the Buyer, which are currently outstanding. The Buyer shall not be liable for any other alleged losses or costs, whether described as loss of anticipated profits, return on investment, unabsorbed overheads, interest on receivables, product development and engineering costs, costs of rearrangement or leasing of plant and equipment, unamortised depreciation costs, general and administrative costs arising from the termination of the Order or for other reasons, nor shall the Buyer be required to make such payments to the Seller, either directly or on the basis of claims by the Seller's subcontractors. Notwithstanding anything to the contrary in this provision, the Buyer's liability to the Seller upon termination of any Order shall not exceed the liability that the Buyer would have had to the Seller had such Order not been terminated.

20. Assignment. The Seller shall not assign or delegate any of its duties or obligations arising from any Order without the prior consent of the Buyer set out on the first page of the Order or in an addendum to the Order, or in writing signed by an authorised representative of the Buyer, which consent the Buyer may, at its 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 may assign its claims for sums due from the Buyer under any Order as security for the Seller's debts, but the Buyer shall not be obliged to pay the assignee until the Buyer receives written notice of the assignment, a certified copy of the assignment and a release from the Seller that is reasonably acceptable to the Buyer. No such assignment shall prevent the Buyer from exercising its rights against the Seller or the assignee, including, without limitation, the Buyer's rights to set-off and recovery of the claim under Section 35, and all such rights of the Buyer against the Seller or the assignee shall take precedence over any rights of such assignee. The Buyer may freely assign its rights and obligations arising from any order to any third party without the Seller's consent.

21. Pledged assets.

A. All deliveries, materials, moulds, machinery, equipment, designs, tools, moulds, jigs, fixtures, plans, designs, specifications, drawings, photographic negatives and positives, works of art, mock-ups, copies, material sent for manufacture or repair, related software and other items provided by the Buyer or the Buyer's customer, whether directly or indirectly, to the Seller or any subcontractor of the Seller in connection with or in relation to any Order, or for which the Buyer or the Buyer's Customer has reimbursed the Seller (hereinafter collectively referred to as **the "Pledged Assets"**), are and shall remain the exclusive property of the Buyer (or, where applicable, its Customer) and are held by the Seller on a voluntary lien basis. The Seller bears the risk of loss and damage to the pledged property and, at its own expense, shall keep such pledged property insured in favour of the Buyer, naming the Buyer as the beneficiary and additional insured party. The pledged property must always be properly stored and maintained by the Seller; the Seller must not use it for any purpose other than the fulfilment of the Order; it shall be deemed to be personal property; the Seller must clearly mark it so that it is identifiable as the Buyer's property and must state the Buyer's name and address; it must not be mixed with the Seller's property or that of a third party and must not be removed from the Seller's premises without the prior consent of the Buyer on the front page of the Order or an addendum to the Order or in a signed written form by an authorised representative of the Buyer. The Seller is obliged, at its own expense, to maintain, repair and restore the Secured Assets to a first-class condition. All spare parts, accessories, improvements and fittings of such Pledged Assets shall automatically become the property of the Buyer upon their incorporation into or connection to the Pledged Assets. The Seller shall provide the Buyer, upon request, with a written inventory or other statement of all pledged assets.

B. The Seller agrees that the Buyer has the right at any time, with or without cause and without any payment, to repossess or request the return of any or all of the Pledged Assets, without the need to obtain a court order. At the Buyer's request, the Pledged Assets must be handed over to the Buyer without delay

to the Buyer or delivered to the Buyer by the Seller, either (i) by transport under FCA terms at the Seller's premises (Incoterms 2020), duly packed and labelled in accordance with the requirements of the carrier selected by the Buyer for the transport of such assets, or (ii) to any location designated by the Buyer, in which case the Buyer shall pay the Seller reasonable costs for the delivery of such Pledged Assets to such location. If the Seller fails to release or deliver to the Buyer any item of the Pledged Assets at the end of the Pledge in accordance with the Buyer's instructions, (1) this shall constitute a breach of the Order and (2) the Seller shall be liable, inter alia, for conversion and for all costs and expenses, including actual legal fees, incurred by the Buyer in recovering such Pledged Assets. The Seller waives any objection to the repossession and removal of any Pledged Assets by the Buyer for any reason or without cause, including bankruptcy or insolvency proceedings. The Buyer shall have the right at any time, at a reasonable hour, to enter the Seller's premises to inspect the Pledged Assets and the Seller's records relating to such assets. To the maximum extent permitted by law, the Seller waives any liens, claims, charges, interests or other rights which it might otherwise have or be entitled to assert in respect of or in relation to any Pledged Assets in respect of work carried out on such assets, the purchase price of any Goods or otherwise. To the extent that any intellectual property rights owned by the Seller or licensed to the Seller are embodied in any Pledged Assets or are otherwise necessary for the intended use of any Pledged Assets, the Seller hereby grants the Buyer a fully paid-up, irrevocable, non-exclusive, worldwide, perpetual licence, to the maximum extent permitted by law, free of charge, with the right to sub-license as necessary, for any use of any Pledged Assets, to use such intellectual property rights. The Seller agrees that any missing parts or components of any Pledged Assets shall be replaced by the Seller at normal cost.

C. The Seller acknowledges and agrees that (i) the Buyer is not the manufacturer of the Pledged Assets, nor the manufacturer's agent or distributor; (ii) the Buyer pledges the Pledged Assets to the Seller for the benefit of the Seller; and (iii) the Seller has inspected the Pledged Assets and is satisfied that the Pledged Assets are suitable and fit for their intended purposes, and (iv) THE BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, AS TO THE SUITABILITY, CONDITION, MERCHANTABILITY, DESIGN OR FUNCTIONALITY OF THE PLEDGED ASSETS NOR AS TO THEIR SUITABILITY FOR ANY SPECIFIC PURPOSE. The Buyer shall not be liable to the Seller for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the Pledged Assets, including, without limitation, their use or maintenance, or their repair, servicing or modification, or any interruption of operations, or for any loss of business, regardless of whether caused in any manner, including, without limitation, any consequential damages, loss of profit or any other indirect, special or consequential damages.

D. The Seller authorises the Buyer to file a UCC-1 financing statement or a similar document with the relevant filing authority in order to notify the Buyer's (or, where applicable, its Customer's) ownership interest in the Secured Assets. Failure to file a financing statement shall not alter or supplement the Buyer's (or, where applicable, its Customer's) ownership rights in the Pledged Assets. The Seller shall provide the Buyer, upon request, with a written inventory of all pledged assets.

22. The Seller's Assets. Unless the Buyer and the Seller agree otherwise in a written agreement signed by the Seller and the Buyer's Authorised Representative, the Seller shall, at its own expense: (i) procure, (ii) maintain in good condition and (iii) where necessary, replace all the Seller's Assets (as defined below). The Seller hereby grants the Buyer an irrevocable option to purchase, free from any liens, claims and other encumbrances, any or all supplies, materials, moulds, machinery, equipment, designs, tools, moulding tools, jigs, fixtures, plans, drawings, specifications, drawings, photographic negatives and positives, works of art of the Seller, copies and other items necessary for the manufacture of the Goods pursuant to any Order (hereinafter collectively referred to as **the "Seller's Assets"**), which are specially designed or configured for the manufacture or assembly of the Goods pursuant to the Order, upon payment by the Buyer of the unamortised portion of the costs of such items of the Seller's Assets, less any sums previously paid by the Buyer to the Seller for the costs of such Seller's Assets.

The Seller shall allow the Buyer to audit the Seller's records for the purpose of verifying the amount due for any of the Seller's Assets. This option shall not apply to any of the Seller's assets which the Seller uses to manufacture a significant quantity of similar products for other customers of the Seller, which the Seller's customer(s) cannot readily obtain from third parties, unless, upon the Buyer's decision when exercising the option, the Seller assigns to the Buyer, and the Buyer or a person authorised by the Buyer assumes, the Seller's obligation to manufacture such products for the Seller's other customers using these items of the Seller's Assets during the period following the sale of the Seller's Assets to the Buyer. The Seller shall be obliged to cooperate with the Buyer in respect of the Buyer's reasonable requests for information concerning any such obligation towards the Seller's other customers and in respect of the effecting of such assignment and assumption. The Buyer's right to exercise the option under this Article 22 is not conditional upon a breach of the Order by the Seller or its termination by the Buyer.

23. Rights of access, inspection and audit. The Buyer and its representatives shall have the right to enter the Seller's premises during normal working hours or, in the event of a shutdown by the Seller, at a reasonable time, to inspect the facilities, systems, processes, Goods, stock, work-in-progress, materials and any property of the Buyer to which any Order relates and, without the need for a court order, to enter the Seller's premises and remove property belonging to the Buyer or any of the Buyer's customers, including, without limitation, Pledged Assets and other Goods, stock, work in progress, materials or the Seller's property which has been or is agreed to be sold to the Buyer pursuant to an Order.

Inspection of the Goods by the Buyer, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of the Goods in progress or finished Goods.

24. **Subcontracting.**

A. The Seller shall not assign any of its duties or obligations arising from any Order to a subcontractor without the prior consent of the Buyer as set out on the first page of the Order or in an addendum to the Order, or in writing signed by an authorised representative of the Buyer. The Seller shall ensure that any subcontractor so approved meets all the Buyer's Customer's requirements for the approval process of manufactured parts and all other requirements of the Buyer. The Buyer or the Buyer's representative shall have the right to verify, at the premises of any subcontractor and at the Seller's premises, whether the Goods supplied by the subcontractor meet the specified requirements. Such verification by the Buyer or the Buyer's representative

(i) does not transfer responsibility for the subcontractor's quality from the Seller to the Buyer, (ii) does not relieve the Seller of its responsibility to supply acceptable Goods, nor (iii) does it preclude subsequent rejection of the Goods by the Buyer. Notwithstanding any verification by the Buyer or the Buyer's representative, the Seller remains fully responsible for any work commissioned from a subcontractor.

B. In the event that the Buyer approves the Seller's subcontracting of any work under any order on the front of the order or in an addendum to the order or in writing signed by an authorised representative of the Buyer, and as a condition of such approval, the Seller shall provide the Buyer with written evidence that the subcontractor agrees to be bound by these terms and conditions and the order.

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

25. Non-conforming Goods. The Buyer may, at its discretion, reject and return or retain and rectify, at the Seller's risk and expense, Goods received under any Order which do not meet the requirements of the Order, even if the non-conformity only becomes apparent during the production, processing or assembly stage or at a later date. If the Buyer rejects the Goods as non-conforming, the quantities specified in the Order shall not be reduced by the quantity of non-conforming Goods, unless the Buyer notifies the Seller otherwise in writing. The Seller shall replace the non-conforming Goods with conforming Goods, unless the Buyer notifies the Seller otherwise in writing, including, inter alia, by means of a notice of termination of the contract by the Buyer pursuant to Article 18.A.

The non-conforming Goods shall be held by the Buyer for disposal in accordance with the Seller's written instructions at the Seller's risk. If the Seller fails to provide written instructions within ten (10) days (or within a shorter period that may be commercially reasonable in the circumstances) of notification of non-conformity, the Buyer shall be entitled, at its discretion, to charge the Seller for storage and handling costs or to dispose of the Goods without any liability on the part of the Buyer towards the Seller. The Seller shall be obliged to reimburse the Buyer for (a) all sums paid by the Buyer in respect of the purchase price of the rejected non-conforming Goods and (b) all costs

incurred by the Buyer in connection with the non-conforming Goods, including, but not limited to, inspection, sorting, testing, evaluation, storage, return, disposal or reprocessing, within ten (10) days of the issuance of a credit note for the reimbursement of costs by the Buyer. The Buyer's payment for non-conforming Goods does not constitute acceptance, nor does it limit or diminish the Buyer's right to seek any legal or equitable remedy, nor does it relieve the Seller of liability for latent defects.

26. Indemnity.

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

B. If the Seller carries out any work on the Buyer's premises or uses the Buyer's property, whether on the Buyer's premises or elsewhere, the Seller shall indemnify and hold harmless the Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents from any liabilities, claims, demands or expenses (including actual fees for legal services, experts and consultants, settlement costs and court judgments) for damage to property or injury

(including death) to the buyer, its employees or any other person arising out of or in connection with the performance of works by the seller or the use of the buyer's property, except to the extent that such liability, claim or demand arises solely from the buyer's gross negligence.

27. Insurance. The Seller shall, at its own expense, obtain and maintain insurance cover customary in the industry and otherwise required by law or reasonably required by the Buyer from such insurers and in such amounts as are reasonably acceptable to the Buyer. This includes, without limitation, securing full fire insurance and extended replacement value cover for (i) all of the Seller's property and (ii) any Pledged Property, both at their full replacement value. In all such insurance policies, the Buyer must be named as the beneficiary and an additional insured. The Seller shall provide the Buyer with certificates of insurance which shall state the amount of insurance cover, the policy number and the expiry date(s) of the insurance maintained by the Seller, and these certificates must state that the Buyer shall receive written notice from the insurer thirty (30) days in advance of any termination or reduction in the amount or scope of the insurance cover. The submission of insurance certificates or the purchase of insurance by the Seller does not relieve the Seller of its obligations or liabilities arising from any Order. If the Seller fails to arrange insurance in accordance with any Order, the Buyer shall be entitled to arrange such insurance and the Seller shall reimburse the buyer shall, upon request, bear all actual costs and expenses incurred in obtaining such insurance.

28. Compliance with regulations.

A. The Seller undertakes to comply with all national, local and foreign laws, executive regulations, regulations, rules and decrees that may apply to the performance of the Seller's obligations under each Order, and each Order shall be deemed to include all provisions required by the provisions of such laws, regulations, rules, decrees and ordinances. All purchased materials used in the manufacture of the Goods must comply with current government and safety restrictions regarding restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic aspects applicable in the country of manufacture and sale. All suppliers must comply with the requirements of the IATF16949, ISO14001 and ELV standards, or their current successors or equivalents, which may be subject to change or update from time to time.

B. The Seller declares that neither it nor any of its subcontractors, dealers, agents or other associated third parties (i) will use forced or involuntary labour or engage in human trafficking, in whatever form, including, but not limited to, breaches of the UK Modern Slavery Act 2015 (ii) shall not employ any child, except where the child is part of a government-approved work training programme, apprenticeship or similar scheme, or (iii) engage in labour exploitation or corrupt business practices in connection with the supply or provision of Goods under any Order.

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

to the Buyer's authorised representative. The Seller undertakes to comply with all applicable anti-corruption laws, including, but not limited to, the US Foreign Corrupt Practices Act and the UK Bribery Act. Neither the Seller nor any of its subcontractors, sellers, agents or other affiliated third parties shall engage in any form of commercial bribery, nor shall they, directly or indirectly, provide or offer to provide anything of value to any official or employee of a government body or any state-owned, state-controlled or government-affiliated entity with the aim of obtaining or retaining any contract, business opportunity or other commercial advantage, or of influencing any action or decision of that person in their official capacity. The Supplier shall respond promptly, fully and truthfully to all requests from the Purchaser for information relating to compliance matters, as further detailed in the Supplier Requirements Manual.

D. The Seller shall provide the Buyer with written notice immediately upon becoming aware that any director, officer or employee of the Seller or any of its subsidiaries or affiliates is also a director, officer or immediate family member of any director or officer of the Buyer or any of its subsidiaries or affiliates. As regards the Seller's employees only, the Seller must disclose this information to the Buyer only if the employee (with the exception of a director or manager of the Seller) is materially involved in the Seller's business relationship with the Buyer or receives any direct or indirect remuneration or benefit arising from the Seller's business relationship with the Buyer.

E. Where the Seller subcontracts any of its duties or obligations arising from any Order in accordance with Clause 24, the Seller shall ensure that all subcontractors comply with the requirements of this Section 28. 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 audit and monitor compliance with the obligations of the Seller and its subcontractors under any Order. The Seller shall indemnify and hold harmless the Buyer, its affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any claims, demands or expenses (including actual fees for lawyers, experts and consultants, settlement costs and judgments) arising from or in connection with any failure by the Seller or its subcontractor to fulfil their obligations.

29. Requirements for the approval of manufactured parts. With regard to orders for manufactured parts, the Seller undertakes to comply with all requirements set out in the industry handbook for the approval process of manufactured parts and undertakes to submit this information and related data to the Buyer upon request, regardless of the authorised submission level, at Level 3 or its current equivalent, unless the Buyer authorises otherwise on the first page of the Order or an amendment to the Order, or in a signed written form by an authorised representative of the Buyer.

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

31. Transport; Disclosure of information on components and materials and compliance therewith.

A. The Seller undertakes (i) to properly pack, mark and dispatch the Goods in accordance with the requirements of the Buyer, the carriers involved and the laws and regulations of the country of manufacture, the country of destination and any country through which the Goods are to be transported, including, without limitation, the laws and regulations governing the handling and transport of dangerous goods or hazardous materials, and otherwise in a manner that ensures the lowest possible transport costs; (ii) to route the consignment in accordance with the Buyer's instructions; (iii) not to charge any fees for handling, packaging, storage, transport (including customs duties, taxes, charges, etc.), vehicle costs or other costs of transport or carriage of the Goods, unless the Customer approves otherwise on the first page of the Order or in an addendum to the Order or in a signed written form by an authorised representative of the Customer; (iv) to submit, with each consignment, documents stating the Order number, Order change number or release number, the Buyer's part number or, where applicable, the Seller's part number, the number of items in the consignment, the number of cartons or containers in the consignment, the Seller's name and seller number, the consignment note number and the country of origin; and (v) to send the original consignment note or other proof of receipt of the consignment for each consignment without delay, in accordance with the Buyer's instructions and the carrier's requirements. The markings on each package and the identification of the Goods on packing lists, consignment notes and invoices must be sufficient to enable the Buyer to easily identify the purchased Goods.

B. The Seller shall be obliged to provide the Buyer without delay, in any form and with any level of detail requested by the Buyer, with (i) a list of all components and materials forming part of the Goods, (ii) the quantity of such components and materials, and (iii) information regarding any changes or additions to these components and materials. Prior to dispatch of the Goods,

the Seller undertakes to provide the Buyer with sufficient warning and written notice (including appropriate labels on the Goods, containers and packaging) of any dangerous goods or hazardous materials that form part of or are included in any consignment of the Goods, together with such specific handling instructions as are necessary to inform the carriers involved, the Buyer and their respective employees on how to proceed with such care and caution as will comply with all laws and regulations and best prevent injury to persons or damage to property during the handling, transport, processing, registration, use, disposal or recycling of the Goods, containers and packaging shipped to the Buyer. The Seller is obliged to comply with all applicable national, local and foreign laws and regulations regarding product labelling and warnings. If the Seller ships Goods to European destinations, it shall notify the Buyer of the "Classification of dangerous goods" in accordance with the requirements of the European Agreement on the "International Carriage of Dangerous Goods" prior to dispatch. At the Buyer's request, the Seller shall confirm in writing to

the Buyer the origin of any components or materials in the Goods. The Seller shall promptly provide in writing any information regarding the Goods

requested by the Buyer or its Customers, so that the Buyer and its Customers may comply in a timely manner with reporting requirements under applicable legislation or customer requirements relating to consumer protection, the REACH Regulation, “extended minerals”, “conflict minerals”, lists of declarable substances or similar materials, components, chemicals or substances, where applicable.

C. All wooden packaging (including pallets) must comply with international standards for softwood. Should the seller fail to comply with these standards, they shall be liable for all costs, expenses and charges incurred by the buyer as a result, including, but not limited to, legal representation fees, replacement costs and transport costs.

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

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

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

33. Invoices. All invoices and/or advance shipping notices (“ASNs”) for Goods dispatched under each Order must include the Order number, the Order change number or release number, the Buyer’s part number, and, where applicable, the Seller’s part number,

the number of items in the consignment, the number of cartons or containers, the Seller's name and number, and the consignment note number, prior to the Buyer making any payment for the Goods. Furthermore, no invoice may contain any reference to terms and conditions that differ from these Terms and Conditions or the terms and conditions set out on the front of the Order. The Seller must send all invoices within two (2) months of the date on which the Goods were received or delivered to the Buyer. The Buyer reserves the right to return or reject any invoices or related documents submitted incorrectly or in breach of these Terms and Conditions. The payment terms shall commence upon receipt of the last correct invoice or ASN and their entry into the Buyer's system by the Buyer's relevant equipment. Any payment by the Buyer for a non-compliant invoice shall not constitute acceptance of any non-compliant element or condition on such invoice.

34. Payment terms.

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

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

C. Notwithstanding any specific payment terms applicable to the Order, (i) under no circumstances shall the Seller be entitled to payment for the Equipment until the Buyer has paid its Customer for such Equipment, (ii) under no circumstances shall a Seller who is a Designated Supplier be entitled to payment from the Buyer until the Buyer has paid the Buyer's Customer in full for the relevant Goods or, where applicable, for the goods into which such Goods are incorporated, and (iii) the Buyer may, at its discretion and upon notification to the Seller, amend its payment terms for manufactured Goods to reflect any change in the payment terms of the Buyer's Customer relating to the Goods under any Order.

35. Set-off, Offsetting and Contractual Refunds.

A. All sums (including the value of goods and services at contract or fair market value) payable by the Buyer or any of the Buyer's subsidiaries or affiliates to the Seller or any of the Seller's subsidiaries or affiliates shall be set off against any debts or other liabilities of the Seller or any of the Seller's subsidiaries or affiliates to the Buyer or any of the Buyer's subsidiaries or affiliated companies. The Buyer or any of the Buyer's subsidiaries or associated companies may, without prior notice to the Seller or any of the Seller's subsidiaries or associated companies, set off or recover any sums (including the value of goods and services at their contractual or fair market value) which are

or become due from the Seller or the Seller's subsidiaries or associated companies to the Buyer or the Buyer's subsidiaries or associated companies, regardless of how and when they arise. In the event that the Buyer or any of its subsidiaries or associated companies reasonably feels that it is exposed to a risk, the Buyer or any of its subsidiaries or associated companies may withhold and claim the corresponding amount due to the Seller or any of its subsidiaries or associated companies to protect against such risk.

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

C. In addition to any other rights provided for or permitted by law or the Order, the Buyer or any of its subsidiaries or affiliates may withhold or defer payment of all or part of any amount due from the Buyer or any of its subsidiaries or affiliates (even if such amount is not in dispute, conditional or unsettled and is otherwise due) to the extent of any liability of the Seller or any of its subsidiaries or affiliates to the Buyer or any of its subsidiaries or affiliates, even if such liability is not due, disputed, conditional or unsettled, until such liability is resolved. Without limiting the generality of the foregoing, and by way of example only, in the event that the Seller or any of its subsidiaries or affiliates becomes subject to bankruptcy proceedings, insolvency, receivership, liquidation or any other similar proceedings,

the Buyer or its subsidiaries or affiliates may withhold payments due to the Seller or any of its subsidiaries or affiliates by way of administrative retention or otherwise, against potential damages arising from refusal or for other reasons. The Seller unconditionally guarantees the payment of all existing and future liabilities of any of its subsidiaries or affiliated companies to the Buyer or any of its subsidiaries or affiliated companies, provided, however, that the amount guaranteed by the Seller shall not exceed the amount owed by the Buyer to the Seller under any Order at any given time.

36. Exemption from sales tax. The Buyer shall notify the Seller of the Goods purchased under each Order, (i) to which the relevant sales tax exemption applies or (ii) for which the Buyer pays any applicable sales tax or usage tax directly to the relevant tax authority (hereinafter collectively referred to as **"Tax-Exempt Goods"**).

The Seller shall not include any applicable sales tax or usage tax on the invoice for the tax-exempt Goods.

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

38. Force Majeure. Any delay or failure to perform the Buyer's or Seller's obligations under the Order shall be excused if and to the extent that a party is unable to perform specifically due to an extraordinary and unforeseeable event or an event beyond its reasonable control and through no fault or negligence on its part, such as: force majeure; restrictions, prohibitions, priorities or allocations imposed or adopted by a government authority; embargoes; fires; explosions; natural disasters; civil unrest; wars; sabotage; or the inability to obtain energy ("**Force Majeure Event**"). The Seller acknowledges and agrees that labour disputes or work stoppages, strikes, work slowdowns by employees, the expiry of employment contracts, or changes in the cost or availability of materials, components, labour, logistics, energy or services due to market conditions, supplier actions, applicable laws or contractual disputes do not constitute force majeure events and do not excuse performance by the Seller under this section or under theories of force majeure, commercial impracticability or other theories, and the Seller expressly assumes these risks and agrees that they are foreseeable. The Seller shall use its best endeavours to ensure that the effects of any such event or events are minimised and to resume performance under the Order in full as soon as possible. The Seller shall, as soon as possible (but no later than three full working days) after the occurrence of a force majeure event, provide written notice describing such delay and assuring the Buyer of the expected duration of the delay and the time by which the delay will be remedied, and shall provide any further information reasonably requested by the Buyer. During the delay or non-performance on the part of the Seller, the Buyer may, at its discretion: (a) purchase the Goods from other sources and reduce or cancel the order placed with the Seller without liability to the Seller, and require the Seller to reimburse the Buyer for any additional costs incurred by the Buyer in obtaining substitute 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 quantity and at the time required by the Buyer and at the price specified in the Order. Furthermore, the Seller shall, at its own expense, take all measures which the Seller deems reasonably necessary to ensure that, in the event of any anticipated interruption in the supply of Goods, a strike or work slowdown by employees, or as a result of the expiry of the Seller's employment contracts, uninterrupted supplies of the Goods are available to the Buyer in an area not affected by such an interruption, for a period of at least thirty (30) days. If, at the Buyer's request, the Seller fails to provide, within ten (10) days (or within a shorter period as requested by the Buyer), reasonable assurances that any event of force majeure will not exceed thirty (30) days, or if any event of force majeure lasts longer than thirty (30) days, the Buyer may cancel the Order without liability and the Seller shall reimburse the Buyer all costs associated with the cancellation.

39. Service and spare parts.

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

B. Once production of the current model of the relevant vehicle has ceased, the seller shall sell to the buyer the goods necessary to meet the buyer's and its customers' requirements for servicing and spare parts for previous model years at the prices stated in the final production order for the current model, plus any actual difference in the net costs of the required custom packaging for the first five (5) years of servicing the previous model. For the remaining period during which the Buyer's customer requires service parts, the prices shall be those stated in the latest production order for the current model, plus any actual difference in the net cost of the required unique packaging, plus any actual difference in the net cost of production, as mutually agreed between the Buyer and the Seller.

40. Packaging. All packaging must comply with the Customer's standard packaging requirements, which are accessible via the Supplier's links on the Customer's website www.auriasolutions.com or on any other website that replaces it.

41. Seller's Claims. Any action by the Seller arising out of any Order must be commenced within one (1) year of the occurrence of the breach or other event giving rise to the Seller's claim, regardless of whether the Seller was aware of or had discovered the breach or other event giving rise to the claim.

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

43. Electronic Communication and Electronic Signatures. The Seller is obliged to comply with all methods of electronic communication specified by the Buyer, including requirements for the electronic transfer of funds, the transmission of orders, the issuance of production authorisations, electronic signatures and communication. An email, even one containing a signature block of one of the Buyer's representatives, does not constitute a signed document.

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

aurialegal@uriasolutions.com
procurement@uriasolutions.com

If the Seller fails to provide the Buyer with any notice, claim or other communication in the manner and within the time limits specified in the Order, this shall constitute a waiver by the Seller of all rights and remedies that would otherwise be available to it upon the giving of such notice, claim or other communication.

45. Confidentiality.

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

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

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

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

access by third parties to the Buyer's information (e.g. data leaks or cyber attacks), the Seller shall inform the Buyer of this without undue delay and free of charge by telephone, and

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

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

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

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

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

51. Entire Agreement; Amendment. The Order, together with any annexes, documents 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 a notice of such amended Terms and Conditions via the Supplier's links on the Buyer's website www.auriasolutions.com or on any successor website at least ten (10) days prior to the effective date

the effectiveness of any amended contractual terms. The Seller shall regularly check the Buyer's website and the Terms and Conditions. The Seller's continued performance of the Order without written notice to the Buyer in accordance with Clause 444, setting out in detail the Seller's objections to any amended Terms prior to the effective date of such amended Terms, shall constitute the Seller's consent to such amended Terms. Except as provided in the preceding sentences or as otherwise provided in these Terms and Conditions, an Order may only be amended by an addendum to the Order or by a signed written statement from the Buyer's authorised representative.

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

