

AURIA SOLUTIONS VITORIA S.L.
TERMS AND CONDITIONS OF THE PURCHASE ORDER

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

January 2026 Version

1. Formation; Offer; Acceptance; Exclusive Terms.

A. Each Purchase Order (as amended), together with these Terms and Conditions (“**Purchase Order**”), constitutes an offer by Auria Solutions Vitoria S.L. or its relevant affiliate or subsidiary identified as the “Recipient” on the front of the Purchase Order (“**Buyer**”) to the party named as the recipient of said Purchase Order and to the relevant affiliates and subsidiaries of that party (“**Seller**”) to enter into the contract described therein and shall be the complete and exclusive statement of said offer and contract. A Purchase Order does not constitute acceptance by the Buyer of any offer or proposal from the Seller, whether contained in a quotation, acknowledgement of receipt, invoice or other document from the Seller. In the event that any document issued by the Seller is deemed to be an offer, such offer is expressly rejected and superseded in its entirety by the offer constituted by the Purchase Order.

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

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these Terms and Conditions shall be binding on the Buyer, and such terms and conditions shall be deemed rejected and superseded by these Terms and Conditions unless the terms or conditions proposed by the Seller are accepted in a physically signed document (a “**Signed Document**”) by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

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

E. The Seller acknowledges and agrees that, unless Auria Solutions Vitoria S.L. is expressly identified as the Buyer (i.e. the invoiced entity) in the Purchase Order, no Order shall constitute or be construed as representing a guarantee or other assurance by Auria Solutions Vitoria S.L. of any obligations or liabilities of any Buyer identified in an Order.

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

A. These terms and conditions, in their current version (the “**Terms and Conditions**”), are incorporated into and form part of each Order. These Terms and Conditions apply to the Buyer’s purchase of all goods and/or services, as applicable, from the Seller, as described on the front of each Order (collectively, the “Goods”) or in any document expressly referred to on the front of such Order that describes such Goods. The term "Goods" throughout these Terms and Conditions includes, without limitation, raw materials, components, sub-assemblies, tools, moulds, equipment and finished products, and all services, whether or not performed in connection with any of the foregoing. Some of the Terms and Conditions apply only to certain types of Products, but only where they are expressly limited to such types of Products.

B. These Terms and Conditions apply to all Sellers under an Order, including, without limitation, any Seller who is a Designated Supplier. A “**Designated Supplier**” is any Seller from whom the Buyer has been requested or advised to purchase Goods at the direction or suggestion of the Buyer’s customer and/or the end-customer Original Equipment Manufacturer (“**OEM**”), if different (collectively, the “Customer”) (including through co-sourcing arrangements), or where, due to the Customer’s product description, specification or other restriction, the Buyer is restricted to such Seller for the required Goods. Each Supplier that is a Designated Supplier acknowledges the applicability of these Terms and Conditions and agrees to be bound by these Terms and Conditions, including, without limitation, the World-Class Supplier requirements under Section 7 and the payment terms in Section 34.

C. Each Order also incorporates by reference the Buyer’s Supplier Requirements Manual, EDI Specifications, Logistics Requirements, Customs Requirements, Packaging Guidelines, Code of Conduct and Business Ethics, Information Security Policy, Auria’s Supplementary Service Terms, and all other manuals, guidelines, policies, specifications, terms, conditions and requirements available from time to time under the heading “Supplier Information” accessible via the supplier links on the Buyer’s website at www.auriasolutions.com or any successor website (collectively, the “Web Guides

”). All Web Guides shall be interpreted, to the extent possible, consistently and cumulatively with these General Terms and Conditions; however, if such interpretation is unreasonable, these General Terms and Conditions shall prevail in the event of a conflict. The Buyer may amend any of the Web Guides or add additional Web Guides at any time by publishing a notice of such amended or new Web Guides via supplier links on the Buyer’s website at www.auriasolutions.com or any successor website at least ten (10) days prior to the new or amended Web Guides coming into effect. The Seller shall periodically review the Buyer’s website and the Web Guidelines. If the Seller continues to perform the Purchase Order without notifying the Buyer in writing in accordance with Section 444, setting out the Seller’s objection to any amended or new Web Guidelines prior to the effective date of such amended or new Web Guidelines, this shall constitute the Seller’s acceptance of such amended or new Web Guidelines.

D. The Terms and Conditions and Web Guidelines applicable to each Order are the Terms and Conditions and Web Guidelines in force on the issue date stated in the Purchase Order or in any amendment to the Purchase Order applicable to that Order, whichever is later, in which case the Terms and Conditions and Web Guides shall apply to each of such Orders, in their amended form, in their entirety.

E. No exception, deviation or waiver of these Terms and Conditions shall be valid or binding on the Buyer unless specified on the face of a Purchase Order or an amendment to the Purchase Order or made in Writing signed by the Buyer’s Authorised Representative.

3. Documents Used in Purchasing. The Buyer may use the following documents as part of the Buyer’s procurement and purchasing process. Unless (i) expressly provided otherwise in one of the following documents listed in subsections A to F that has been signed by the Buyer’s Authorised Representative or (ii) expressly provided otherwise on the face of the Purchase Order, the Purchase Order supersedes all such documents in their entirety.

A. Long-Term Agreement (“LTA”). This is an agreement relating to price reductions which is also used, in some cases, as a benchmark for quoting prices in 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 changes, and is also used, in some cases, as an indicator of eligibility to quote for certain business. These Terms and Conditions (including, without limitation, the Seller’s World-Class Supplier provisions and the Buyer’s termination rights) shall govern all purchases of Goods by the Buyer from the Seller under such Supply Agreement, unless expressly provided otherwise therein.

C. Request for quotation, proposal or information (“RFX”). This is an introductory step towards potentially generating an offer from the Buyer to the Seller contained in an order. It may include volume and duration projections (see section 6) and the specifications of the goods covered by the offer.

D. Engineering Change Request (“ECR”). This is an alternative introductory step to potentially generate an offer from the Buyer to the Seller contained in an order. It may include volume and duration projections (see section 6) and specifications of the Goods covered by the offer.

E. Offer. Following the request for quotation or ECR, this is usually the next step in generating the Buyer’s offer to the Seller contained in the Purchase Order. It may also include volume and duration projections (see section 6) and may refer to anticipated prices.

F. Order. The Purchase Order describes the Products to be purchased, specifies the name and address of the Buyer and the Seller, and incorporates these General Terms and Conditions. In accordance with Section 1, each Order constitutes the Buyer’s offer to the Seller to enter into the contract it describes and is the complete and exclusive statement of such offer and contract. Each Order may be a Spot Purchase Order, an Open Order or a Requirements Contract Order, depending on the quantity and duration specified on the front of the Purchase Order. A Spot Purchase Order is a single order for a specific quantity of Products. An Open Order is an order for goods in accordance with the firm quantities and delivery dates specified in the notices issued by the Buyer under the Purchase Order. A Supply Contract Order is an Order for all or a specified part of the Buyer’s requirements for goods, over a specified period of time, in accordance with the firm quantities and delivery dates specified in the notices issued by the Buyer under the Purchase Order. Any reference to an order shall be deemed to refer to the original Order, as amended by the Buyer.

G. Forecasts. This is a programme whereby the Buyer (i) specifies the firm quantity of Goods that the Seller must deliver to the Buyer at least weekly, (ii) authorises the manufacture of materials, and/or (iii) authorises the purchase of raw materials/components, each for the period specified therein. The forecast indicates the firm quantity of Goods and/or the firm quantity of raw materials/components, as applicable, for which the Buyer is liable to the Seller and which the Seller is obliged to supply to the Buyer for the period specified therein. The forecast may also include an estimate of the quantity of Goods to be ordered in excess of the firm quantity. The estimate is not binding on the Buyer.

H. Purchase Order Amendment. This is an amendment to the Purchase Order issued by the Buyer on the Buyer’s standard Purchase Order form

via the Buyer's standard purchasing protocol to reflect an amendment or modification to the Purchase Order. If an Order amendment bears the same Order number as the original Purchase Order, it shall be deemed an amendment to the original Purchase Order and not a new Order. If notices issued under a Purchase Order bear the same Purchase Order number as a Purchase Order, they shall not be deemed an amendment to that Purchase Order and shall be deemed only to be notices issued under that Purchase Order.

4. **Term.** Unless a different expiry date is specified on the front of the Purchase Order or in any amendment to the Purchase Order, and without prejudice to the Buyer's rights of termination, the term of the Purchase Order is the period commencing on the issue date stated on the front of the Purchase Order or the amendment to the Purchase Order and continuing for the production life of the applicable OEM vehicle programme(s) for which the Products covered by such Order are supplied (including model years and programme extensions or reductions) as determined by the applicable OEM customer. The Seller's obligations regarding service and spare parts shall remain in force following the termination or expiry of the Purchase Order or any amendment thereto. If the Seller manufactures and/or delivers Goods to the Buyer pursuant to Release Orders issued under an expired Purchase Order, the terms of the expired Purchase Order shall continue to govern until the expired Purchase Order is superseded by a new Purchase Order, or by another written agreement between the Buyer and the Seller, for such Goods.

5. **Quantity.**

A. The quantity applicable to each Order is specified on the front of the Purchase Order. The specified quantity may be up to one hundred per cent (100%) (or "all") of the Goods required by the Buyer. For all open Orders and contractual Orders, the Buyer shall issue a Release (see section 3.G) to specify the quantities required by the Buyer. 3.G) to specify the quantities required for the identified delivery dates and delivery locations. The Seller acknowledges and agrees that, notwithstanding any provision to the contrary contained in any Order, the Seller is obliged to supply Goods to the Buyer in at least the quantity and for at least the period specified in any Release. A Release shall specify a firm quantity of Goods and/or a firm quantity of raw materials/components for which the Buyer shall be liable in the event of termination (see Section 18.B Releases may include projections of volume and duration (see Section 6), but Releases shall only be binding on the Buyer and the Buyer shall have no obligation or liability beyond the quantity specified as firm in the Release. The Seller acknowledges and accepts the risk associated with delivery times for the various components if these exceed the firm quantities in the Delivery Note provided by the Buyer.

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

6. Volume and Duration Projections. From time to time and in connection with quotations, requisitions and Orders, the Buyer may provide the Seller **with** estimates, forecasts or projections of its future volume or quantity requirements for the Goods and/or the duration of a programme (“**Volume and Duration Projections**”). The Volume and Duration Projections, unlike a forecast for a firm quantity, are not binding on the Buyer. Nor do they constitute evidence of a purchase order. The Seller acknowledges that Volume and Duration Projections, like any other forward-looking projection, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or thereafter. The Buyer makes no representation, warranty, undertaking or commitment of any kind or nature, express or implied, in respect of any Volume and Duration Projections or other estimates, forecasts or projections provided to the Seller, including as to 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 the potential reward, is an aspect of the automotive industry.

7. Requirements for world-class suppliers. The Seller must supply world-class goods that are competitive in terms of *cost* (see Section 8), *quality* (see Section 9), *delivery* (see Section 110), *technology* (see Section 11) and *customer service* (see Section 12). Every reference to a World-Class Supplier in these Terms and Conditions and in any other document or agreement between the Buyer and the Supplier incorporates by reference each of the foregoing elements (cost, quality, delivery, technology and customer support) and all conditions, provisions and requirements relating to such elements in these Terms and Conditions. The Seller’s failure to meet the requirements of a World-Class Supplier constitutes grounds for the Buyer to terminate the Purchase Order immediately pursuant to Section 18.A .gro

8. Cost.

A. The prices charged for the Products set out in the Purchase Order are not subject to increase, specifically including any increase based on changes in the cost or availability of raw materials, labour, logistics, energy or services, overheads or exchange rate fluctuations, unless the Buyer specifically agrees to this on the front of an amendment to the Purchase Order or in a Written Document signed by the Buyer’s Authorised Representative.

B. The Seller agrees that any price reduction implemented by the Seller in respect of any Goods or related charges shall apply to all shipments of such Goods under the Purchase Order or any amendment to the Purchase Order on or after the date on which the Seller implements the price reduction.

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

D. The Seller undertakes to participate in the Buyer's cost-saving and productivity programmes and initiatives and to implement its own cost-saving and productivity programmes and initiatives to reduce 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 which the Seller is required to collect or pay in respect of the production, sale, purchase, delivery, storage, processing, use, consumption, shipment, import or export of any Goods or of any material or component used by the Seller in connection with its performance under the Purchase Order. The Seller undertakes to pay all taxes, duties, levies or other charges and, furthermore, undertakes to reimburse the Buyer for any such payment made by the Buyer.

9. Quality.

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

B. The Seller undertakes to participate in the Buyer's quality and development programmes and to comply with all quality requirements and procedures specified by the Buyer, as periodically revised. Subject to the Buyer's assessment of liability, the Seller may be held liable for any and all costs associated with the investigation, containment and corrective measures for quality issues arising from the Products supplied by the Seller to the Buyer (including third-party activities identified and initiated by the Buyer). The Supplier is obliged to provide all reasonable support requested by the Purchaser to immediately address and rectify concerns regarding the quality of the Goods supplied. The Seller shall provide additional resources, as necessary and identified by the Buyer, to support product development, process development, validation (including, without limitation, AIAG standards, Level 3 (or its current equivalent) PPAP), production launch, or any matter that may jeopardise the successful manufacture or assembly of any Goods or the applicable Customer programme.

C. The Seller must ensure that the overall capacity of the equipment (shared and dedicated) and the plant is adequate to meet the Buyer's requirements. The ongoing capacity analysis must take into account at least: scrap variation, downtime, maintenance and other Customer requirements. Each production process must successfully complete a Run-at-Rate. The Run-at-Rate must demonstrate that the Supplier's production process can produce, in less than 24 hours,

at least one day's quantity of Goods of acceptable quality to meet the Seller's Capacity Planning Volume ("CPV"). The Buyer is not obliged to pay the Seller any incremental costs provided that the released quantities do not exceed the Seller's CPV. The capacity requirement and the CPV do not constitute a volume, schedule or other commitment on the part of the Buyer.

D. The Seller is responsible for all sub-suppliers of goods or services. The Seller shall maintain adequate development, validation, release and ongoing monitoring to ensure that all Goods supplied to the Buyer conform to all specifications, standards, drawings, samples and descriptions, including, without limitation, in respect of quality, performance, fit, form, function and appearance, under the Purchase Order.

E. For all Products, in addition to any other applicable warranties, the Seller shall provide the warranties specified in Section 13.

10. Delivery.

A. Deliveries shall be made in both the quantities and within the timeframes specified in the Purchase Order or in the Notices provided by the Buyer. The delivery timeframe and quantity are essential to each Order. The Seller shall comply with the shipping instructions specified in the Purchase Order or in the Delivery Notes. The Buyer shall not be obliged to make any payment for Goods delivered to the Buyer in excess of the firm quantities and delivery times specified in the Buyer's Notices or in a Spotbuy order. The Buyer is only obliged to pay for Goods and services actually received from the Seller. The Buyer may modify the frequency and/or quantity of scheduled shipments or arrange for the temporary suspension of scheduled shipments, without any of these circumstances entitling the Seller to a modification of the price of the Goods covered by any Order. With each delivery, the Seller shall be deemed to have made the representations, warranties and covenants regarding its financial and operational position set out in Section 15.

B. The costs of premium shipping and/or other related expenses necessary to meet the delivery deadlines set out in the Notices shall be the sole responsibility of the Seller, unless the delay or expense is due solely to the Buyer's negligence and the Seller notifies the Buyer of any claim against the Buyer within ten (10) days of the occurrence of the alleged negligent act by the Buyer giving rise to such claim.

C. Notwithstanding any delivery terms, Incoterms or similar language on the face of the Purchase Order or any agreement relating to 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 have taken place and title and risk of loss shall not have passed to the Buyer until the Goods

have been delivered to the Buyer's "Ship To" location identified on the front of the Purchase Order and have been accepted at that location.

11. Technology

A. If the Buyer has provided or supplied the Seller with designs, drawings, specifications, plans or other materials containing proprietary information, the Seller shall not disclose or use for the benefit of the Seller or any third party such designs, drawings, specifications, plans or other materials, including copies thereof, unless so approved by the Buyer on the face of an Order or an Order Amendment or in a Written Document signed by the Buyer's Authorised Representative.

B. The Seller expressly warrants that all Goods covered by each Order shall not infringe, nor do they infringe, any patent, trade mark, copyright or other intellectual property rights of third parties. The Seller (i) agrees to defend, hold harmless and indemnify the Buyer and its Customers against all claims, demands, losses, lawsuits, damages, liabilities and expenses (including actual fees of solicitors, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged infringement, direct or indirect, or inducement to infringe, any patent, trade mark, copyright or other property right of the United States or other countries as a result of the manufacture, use or sale of the Products ordered, including infringement arising from compliance with specifications provided by the Buyer or from the actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from the Seller's actions; and (ii) waives any claim against the Buyer and its Customers, including any claim for indemnity or similar, whether known or unknown, contingent or latent, in any way related to a claim brought against the Seller or the Buyer for infringement of any patent, trade mark, copyright or other proprietary right, including claims arising from compliance with specifications provided by the Buyer. The Seller hereby assigns to the Buyer all rights, title and interest in all inventions, trade marks, copyright and other proprietary rights in any material created and paid for by the Buyer under each Order. Technical information and data provided to the Buyer in connection with each Order shall be disclosed on a non-confidential basis via .

C. The Seller expressly warrants that all original works of authorship subject to copyright (including, without limitation, computer software, technical specifications, documentation and manuals), ideas, inventions (whether patentable, patented or not), know-how, processes, compilations of information, trade marks and other intellectual property (collectively, "Deliverables") shall be the Seller's original work and shall not incorporate any intellectual property (including copyright, patents, trade secrets, masked works or trade mark rights) of third parties.

D. All Deliverables created in the course of the performance of any Order (separately or as part of any Goods), and all intellectual property rights in the Deliverables, are the property of the Buyer and not the Seller. The Seller agrees that all works of original authorship created by the Seller in connection with each Order are “works made for hire” or similar doctrine under applicable intellectual property law. To the extent that, by operation of law, the Seller holds any intellectual property rights in the Final Products, the Seller assigns to the Buyer all rights, titles and interests, including copyright and patent rights, in such Final Products. The Seller shall perform (or cause to be performed) all other acts and formalities, and shall execute and deliver (or cause to be executed and delivered) all other documents, required by applicable law or reasonably requested by the Buyer, to confer upon the Buyer the full benefit of any rights, title and interest 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 its Affiliates, to use any technical information, know-how, copyright and patents owned or controlled by the Seller or its Affiliates for the purpose of manufacturing, having manufactured, using and selling any Goods supplied by the Seller pursuant to an order. The licence shall take effect from the first delivery of Goods pursuant to the Purchase Order. For a period of two (2) years from the first delivery of Products by the Seller pursuant to the Purchase Order, the Buyer shall pay the Seller a “reasonable royalty” for such licence, which the Seller acknowledges is included in the price paid by the Buyer to the Seller for the Products. In the event that the Buyer acquires the Products from a party other than the Seller as a result of the total or partial termination of an order due to the Seller’s insolvency pursuant to Section 16 or the Seller’s breach pursuant to Section 18.A., the Buyer’s licence shall be free of charge, fully paid up, permanent and irrevocable. In the event that the Buyer acquires the Products from a party other than the Seller for any other reason, the Buyer shall pay the Seller a “reasonable royalty” for a period of two (2) years from the date of the first delivery of Products by the Seller, and thereafter the Buyer’s licence shall be royalty-free, fully paid-up, perpetual and irrevocable.

F. The Seller shall ensure that all of the Seller’s subcontractors have written agreements with the Seller that comply with the terms of this Section 11 to ensure that the protections required by the Buyer from the Seller are also obtained from the subcontractors for the benefit of the Buyer and the Seller.

12. Customer service.

A. The Seller shall support all initiatives of the Buyer’s suppliers and shall assist the Buyer in complying with its Customers’ initiatives, including by providing such information or disclosures, complying with such requirements, standards, policies or laws, certifying such compliance, and doing all other things that the

Buyer deems necessary or desirable and within the Seller's control to enable the Buyer to fulfil the Buyer's obligations under the terms, conditions and requirements of the Buyer's Customers ("**Customer** Conditions"). The Seller acknowledges that it is familiar with the automotive sector and with the applicable Customer Conditions. Upon written request by the Seller, the Buyer shall cooperate with the Seller to explain to the Seller any applicable Customer Terms.

B. The Seller acknowledges that the Buyer may incorporate the Goods into the goods or services that the Buyer sells to its Customer. The Seller agrees, as part of the consideration hereunder, that it is bound, in favour of the Buyer, by the applicable Customer Terms. In the event of a conflict between the Customer's Terms and Conditions and any provision of the Purchase Order, the Buyer shall be entitled to elect that the provisions of the Customer's Terms and Conditions shall prevail to the extent necessary or appropriate to resolve such conflict. The Supplier shall indemnify and hold harmless the Purchaser against any and all claims and demands made by the Purchaser's Customer in connection with the Supplier's breach of the Customer's Terms and Conditions or caused thereby, including any Customer's Terms and Conditions that exceed the requirements of the Purchase Order terms or conflict with them.

13. **Warranty.**

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

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

C. All warranties shall remain in force for the longer of (i) the period provided for by applicable law, or (ii) the warranty period offered by the Buyer to its Customer; However, in the event that the Buyer or its Customer, voluntarily or pursuant to a government mandate, makes an offer to the owners of vehicles (or other finished products) in which the Goods are installed, or any parts, components or systems incorporating the Goods, to provide remedial measures to address a defect or condition relating to the safety of motor vehicles or the vehicle's non-compliance with any applicable law, standard or safety guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (a "**Corrective** Action"), the warranty shall continue for the

period of time as may be prescribed by the Buyer's Customer or the state, local or foreign government where the Products are used or supplied, and the Seller shall fully comply with the requirements set out in Section 13.I.

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

E. All warranties are intended to protect the Buyer against any warranty claim made against the Buyer by its Customer. This includes, but is not limited to, compliance with any warranty required by the Customer in relation to the Goods in question or the products into which the Goods are incorporated. All warranties required by the Customer are incorporated by reference.

F. Any of the following communications shall constitute notice of breach of warranty under the Purchase Order: (i) any communication specifying a defect, non-conformity, claim for defect or other quality issue or concern with the Goods sold under the Purchase Order; (ii) any communication to the Seller alleging that the Seller's Goods breach any warranty or that the Seller is in breach of the Purchase Order; and (iii) a notice of termination from the Buyer pursuant to Section 18.A. Any 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 damages, the Buyer may fully defend any claim by any Customer that the Goods supplied by the Seller are defective, breach warranty or fail to comply with applicable legal or contractual requirements, as such Customer may seek to hold the Buyer liable for problems caused wholly or partly by the Seller. The Seller and the Buyer agree that such defence is in the interests of both the Seller and the Buyer. The Seller hereby the Seller waives any argument to the effect that the Buyer's taking of any such action in any way limits the Buyer's right to bring a claim against the Seller for breach of warranty, contribution, indemnity or any other claim that may arise from or be related to the Customer's claim for defect, breach of warranty or otherwise.

H. In the event that the Seller wishes to participate in any negotiations with the Buyer's Customer in relation to any of the foregoing or any related litigation or defence of any such claim, then in each case where the Seller receives notice of breach or a claim of breach, the Seller shall promptly notify the Buyer of its request to participate in accordance with Section 444.

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

14. Changes.

A. The Buyer reserves the right, at any time, to order changes, or to require the Seller to make changes, to the Goods covered by any Purchase Order or amendment thereto, including, among others, changes to the design (including drawings and specifications), materials, processing, packaging and shipping methods, and the date or place of delivery of the Goods covered by the Purchase Order, or to otherwise modify the scope of the work covered by the Purchase Order, including work relating to matters such as inspection, testing or quality control, and the Seller undertakes to carry out such changes without delay. Such changes shall be deemed not to affect the time for performance or the cost of the Purchase Order unless (i) the Seller notifies the Buyer in writing in accordance with Section 444 of a claim for adjustment of the time for performance or the cost within ten (10) days of the Buyer's notification of the change to the Seller and (ii) upon review of such claim, the Buyer determines that an adjustment (upwards or downwards) is warranted. Any claim by the Seller to adjust the completion time or cost of an order must be solely and directly the result of the change ordered by the Buyer, and any notification 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 be entitled to audit all relevant records, facilities, works or materials of the Seller to verify any claim. The Seller shall take into account and inform the Buyer of the impact of any design change on the system in which the Products covered by the Purchase Order are used. Nothing in this Section 14 shall excuse the Seller from proceeding with the amended Purchase Order.

B. Without the Buyer's prior approval on the face of an amendment to the Purchase Order or in a Writing Signed by the Buyer's Authorised Representative, the Seller shall not make any changes to any Purchase Order or to the Goods covered by the Purchase Order, including, without limitation, changes to (i) any third-party supplier of services, raw materials or goods used by the Seller in connection with its performance under the Purchase Order, (ii) the premises from which the

Seller or such supplier, (iii) the location from which any of the Products covered by the Purchase Order are shipped, (iv) the price of any of the Products covered by the Purchase Order, (v) the nature, type or quality of any of the services, raw materials or goods used by the Seller or its suppliers in connection with the Purchase Order; (vi) the fit, form, function, appearance or performance of any of the Products included in the Purchase Order; or (vii) the method of production, or any process or software used in the production or supply of any of the Products included in the Purchase Order. Any change made by the Seller to any Order or to the Goods covered thereby without the Buyer's prior approval on the face of an amendment to the Purchase Order or in a Writing signed by the Buyer's Authorised Representative shall constitute a breach of the Purchase Order.

15. Financial and operational position of the Seller.

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

B. The Seller shall permit the Buyer and its representatives to inspect the Seller's books and records relating to the fulfilment of each Order and to the Seller's general financial position, and undertakes to provide the Buyer with full and complete access to all such books and records for that purpose, upon the Buyer's request. Furthermore, the Seller undertakes to allow the Buyer to conduct an audit of the Seller's information technology and security policies, architectures, standards, rules and procedures in force at that time. The Seller agrees that, if the Seller experiences any quality, delivery or operational issues in relation to any Order, the Buyer may, but shall not be obliged to, appoint a representative to be present at the Seller's premises to observe the Seller's operations. The Seller agrees that, if the Buyer provides the Seller with any accommodation (financial or otherwise) necessary for the Seller to fulfil its obligations under any Order, the Seller shall reimburse the Buyer for all costs, including lawyers' fees and other professional fees, incurred by the Buyer in connection with such accommodation, and shall grant the Buyer a right of access to use the Seller's premises, machinery, equipment and other assets necessary for the production of Goods covered by such 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 all or part of each Order without any liability on the part of the Buyer towards the Seller in the event of any of the following events or any other similar or comparable event (each, a “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 punctually any of the Seller’s obligations under any Order; (iii) the filing of a voluntary petition for bankruptcy by the Seller; (iv) the filing of an involuntary petition for bankruptcy against the Seller; (v) the appointment of a receiver or trustee in respect of the Seller; (vi) the enforcement of an assignment for the benefit of the Seller’s creditors; or (vii) any adjustment by the Buyer (financial or otherwise) that is necessary for the Seller to fulfil its obligations under any Order.

17. Remedies for Breach by the Seller.

A. The rights and remedies reserved to the Buyer in each Order, including, without limitation, the rights of entry, claim and inspection under Section 23, shall be cumulative and in addition to all other remedies provided by law or equity. Without limiting the generality of the foregoing, in the event that the Seller or any of the Goods supplied by the Seller fail to conform to the warranties set out herein or fail to meet any of the conditions of a World-Class Supplier under Section 7, the Buyer shall notify the Seller and the Seller, if so requested by the Buyer, shall reimburse the Buyer for any special, incidental and consequential damages caused by such breach of warranty or non-conforming Goods, including, but not limited to, costs, expenses and losses incurred by the Buyer (a) in the inspection, sorting, testing, repair or replacement of non-conforming Goods or any system or component incorporating such non-conforming Goods; (d) in connection with claims for personal injury (including death) or property damage caused by such defective Products. If requested by the Buyer, the Seller shall administer and process, at no cost to the Buyer, warranty returns for defective Products in accordance with the Buyer’s instructions. The Seller acknowledges and agrees that damages shall not be sufficient to compensate for any actual, anticipated or threatened breach of any Order by the Seller in relation to the delivery of Goods to the Buyer and that, in addition to all other rights and remedies which the Buyer may have, the Buyer shall be entitled to specific performance and to interim, preliminary and permanent injunctions or other equitable remedies as compensation for such breach, without proof of actual damage and without the need for security or other guarantee.

B. Furthermore, notwithstanding the foregoing, the Seller acknowledges that the closure of the Customer’s plant creates problems for which monetary damages are not a sufficient remedy. Whilst the cost of closing a plant can easily give rise to substantial costs, the damage to the Buyer’s relationship with the Buyer’s Customer through the potential loss of goodwill or business, and other damages that are equally difficult to quantify, are far worse. Due to these risks, in the event of a breach or

threat of breach by the Seller of any of the Seller's representations, warranties or covenants (including, without limitation, any commitment relating to being a World-Class Supplier), the Buyer may, without prior notice to the Seller, switch the production of the Seller's Goods to another supplier or dual-source any of the Goods covered hereunder (i.e. arrange for another supplier to produce or be prepared to produce Goods currently being produced 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 Supplier understands that, given the risks involved in the possible closure of the Buyer's Customer, it is justified for the Buyer to initiate and transfer the business without prior notice to the Supplier.

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

D. Notwithstanding any provision to the contrary contained in any Order, the Buyer does not release the Seller from any claim based wholly or partly on any fraud or coercion in relation to the Purchase Order or any breach or anticipated breach of the Purchase Order or of any other Order between the Buyer and the Seller (even if such Order relates to other products).

E. Any breach by the Seller or any of its subsidiaries or Affiliates of any contract or agreement with the Buyer or with any of its subsidiaries or Affiliates shall be deemed a breach of the Purchase Order entitling the Buyer to exercise any and all available remedies.

18. Termination.

A. Buyer's Right to Terminate for Breach. The Buyer reserves the right to terminate immediately all or part of each Order, without any liability on the part of the Buyer towards the Seller, if the Seller (i) repudiates, breaches or threatens to breach any of the terms of the Purchase Order, including, without limitation, the Seller's warranties and the provisions regarding World-Class Suppliers; (ii) fails to comply with or deliver the Goods as specified by the Buyer; or (iii) fails to provide the Buyer with adequate and reasonable assurance of the Seller's ability to perform any of the Seller's obligations under any Order in a timely manner, including, without limitation, the delivery of Goods; or if the Buyer terminates for breach any other Order issued by the Buyer to the Seller in accordance with the terms of such other Order (whether or not such other Order is related to the Purchase Order).

B. Buyer's right to terminate the contract at will.

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

(2) Upon receipt of notice of termination pursuant to this Section 18.B, the Seller, unless otherwise instructed in writing by the Buyer, shall (i) immediately cease all work under the Purchase Order; (ii) transfer title to and deliver to the Buyer the finished Goods, work in progress and usable and marketable raw materials/components that the Seller has produced or acquired: pursuant to the Purchase Order, in connection with the Services to be performed under the Purchase Order, or in accordance with the final release amounts under the Purchase Order; (iii) settle all claims by subcontractors approved by the Buyer on the face of an order or an amendment to the Purchase Order or in a Writing signed by the Buyer's Authorised Representative, where applicable, for reasonable actual costs that are irrecoverable as a result of such termination; (iv) take such steps as are reasonably necessary to protect the goods in the Seller's possession in which the Buyer has an interest; and (v) at the Buyer's request, cooperate with the Buyer to arrange for the reallocation of the Goods covered by the Purchase Order to an alternative supplier designated by the Buyer.

(3) Upon completion of any Order by the Buyer pursuant to this Section 18.B, the Buyer shall pay the Seller the following amounts, without duplication: (i) the price of the Purchase Order for all finished goods and finished products that meet the requirements of the Purchase Order and have not previously been paid for; (ii) the Seller's reasonable actual cost of usable and marketable work in progress and of raw materials/components transferred to the Buyer in accordance with subsection B(2)(ii), to the extent that these have not already been paid by the Buyer by way of progress payments or otherwise under the Purchase Order; (iii) the reasonable actual cost to the Seller of settling claims for obligations that the Seller may have had to subcontractors approved by the Buyer on the face of an order or amendment to an Order or in a Document Signed by the Buyer's Authorised Representative in the absence of termination, and (iv) the reasonable actual cost to the Seller 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 make payments to the Seller, either directly or on account 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 reorganisation or rental of premises and equipment, unamortised depreciation costs,

and administrative charges arising from the termination of the Purchase Order or otherwise. Notwithstanding any provision to the contrary, the Buyer's liability to the Seller upon termination pursuant to this Section 18.B shall not exceed the liability that the Buyer would have had to the Seller in the absence of termination.

(4) Within twenty (20) days of the effective date of termination pursuant to this Section 18.B, the Seller shall submit to the Buyer its termination claim, together with all supporting documentation, which shall consist exclusively of the elements of the Buyer's obligation to the Seller listed 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 termination claim.

C. The Seller has no right of termination. As the Buyer's commitments to its Customers are made in reliance on the Seller's commitments under each Order, the Seller shall not be entitled to terminate or otherwise suspend performance of all or part of any Order for any reason, including, without limitation, the Seller's uncertainty regarding the Buyer's performance. In the event of a dispute between the Seller and the Buyer arising out of or in connection with any Order, the Buyer and the Seller shall endeavour to resolve the dispute in good faith; however, such a dispute shall not relieve the Seller of its obligation to provide the Buyer with a continuous and uninterrupted supply of Products in accordance with the terms of the Purchase Order.

D. Transition of Supply. 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 the transition from the Seller to an alternative supplier, including, without limitation, the actions set out below. The term "alternative supplier" expressly includes, but is not limited to, a facility owned or operated by the Buyer or its Affiliates.

(1) The Seller shall provide all necessary or appropriate notifications to enable the Buyer to switch the Purchase Order to an alternative supplier.

(2) The Supplier shall continue the uninterrupted production and delivery of the Goods covered by the Purchase Order, at the prices, quantities and on the other terms set out in the Purchase Order, without any premium or other condition, for the entire period reasonably necessary for the Purchaser to complete the transition to any alternative supplier chosen by the Purchaser, including the provision of a sufficient stock of Goods, as determined by the Buyer in its sole discretion, to ensure that the transition to any alternative supplier chosen by the Buyer proceeds smoothly.

(3) The Seller shall return to the Buyer all Secured Goods and any other goods supplied by or belonging to the Buyer or any of the Buyer's Customers in as good a condition as when they were received by the Seller, save for reasonable wear and tear.

(4) The Seller shall, at the Buyer's option, (i) assign to the Buyer all or any of the supply contracts or Orders for raw materials or components relating to the Purchase Order, (ii) sell to the Buyer, at the Seller's cost, all or any of the stock and work in progress relating to the Purchase Order; and (iii) sell to the Buyer, for the unamortised portion of the cost of such items, less any amount previously paid by the Buyer to the Seller for the cost of such items, some or all of the Seller's Goods relating to the Purchase Order (see Section 22).

19. Limitation of Damages. In no event shall the Buyer be liable to the Seller for lost profits or for special, incidental or consequential damages. This limitation of liability provision applies irrespective of the type of Order (including, without limitation, Spot Purchase Orders, Global Orders or Requirements Contract Orders). The Buyer's liability for any claim of any kind or for any loss or damage arising out of or in connection with or as a result of each Order, the Goods or any other agreement between the Buyer and the Seller is the Reasonable Obsolescence, if any, created by the event giving rise to the claim. The Buyer and the Seller agree that "**Reasonable Obsolescence**" means the following amounts, without duplication: (i) the Purchase Order price for all finished and completed Goods that comply with the requirements of the Purchase Order and which have not been previously paid for; (ii) the Seller's reasonable actual cost for usable and marketable work in progress and raw materials/components transferred to the Buyer pursuant to the settlement and covered by outstanding firm releases from the Buyer; and (iii) the reasonable actual cost to the Seller of settling claims for obligations that the Seller would have had towards subcontractors, approved in a Document Signed by the Buyer's Authorised Representative in the absence of a resolution, limited to the amount of the firm quantities of Goods and raw materials/components specified in the Releases issued by the Buyer that are currently outstanding. The Buyer shall not be liable and shall not be obliged to make payments to the Seller, either directly or on account of claims by the Seller's subcontractors, for any other alleged losses or costs, whether described as loss of anticipated profits, return on investment, unabsorbed overheads, interest on claims, product development and engineering costs, costs or rentals for the reorganisation of facilities and equipment, unamortised depreciation costs, general and administrative charges resulting from the termination of the Purchase Order or otherwise. Notwithstanding any provision to the contrary, 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 under any Order without the prior consent of the Buyer on the face of an Order or

amendment to the Order or in a written document signed by the Buyer's Authorised Representative, such consent to be granted at the Buyer's discretion. Any direct or indirect change in the ownership, control or management of the Seller shall be deemed an assignment under the Purchase Order requiring the Buyer's prior consent. The Supplier may assign its claims for sums due from the Purchaser under any Order as security for the Supplier's debts, but the Purchaser shall not be obliged to pay the assignee until the Purchaser receives written notice of the assignment, a true copy of the assignment and a release from the Supplier that is reasonably acceptable to the Purchaser. Such assignment shall not prevent the Buyer from enforcing its rights against the Seller or the assignee, including, without limitation, the Buyer's rights to set-off and recourse under Section 35. All of the Buyer's rights against the Seller or the assignee shall take priority over the rights of the assignee. The Buyer may freely assign to third parties its rights and obligations arising from any Order without the Seller's consent.

21. Title in security.

A. All supplies, materials, moulds, machinery, equipment, patterns, tools, dies, templates, accessories, plans, designs, specifications, drawings, photographic negatives and positives, artwork, proof copies, material consigned for production or repair, related software and other items supplied by the Buyer or the Buyer's Customer, whether directly or indirectly, to the Seller or any of the Seller's sub-suppliers in connection with any Order, or for which the Seller has been reimbursed by the Buyer or the Buyer's Customer (collectively, "**Pledged Assets**"), shall be and remain the exclusive property of the Buyer and shall be held by the Seller on a bail-out basis. The Seller shall bear the risk of loss and damage to the Pledged Goods and shall, at its own expense, keep such Pledged Goods insured for the benefit of the Buyer, naming the Buyer as the beneficiary of the loss and as an additional insured. The Pledged Goods shall at all times be properly safeguarded and maintained by the Seller; the Seller shall not use them for any purpose other than the fulfilment of the Purchase Order; they shall be treated as personal property; the Seller shall mark them visibly to identify them as the Buyer's property and shall indicate the Buyer's name and address; shall not be commingled with the Seller's property or that of third parties and shall not be removed from the Seller's premises without the Buyer's prior approval on the face of an order or an amendment to the Purchase Order or in a Signed Writing from the Buyer's Authorised Representative. The Seller shall, at its own expense, maintain, repair and recondition the Secured Goods to first-class condition. All spare parts, additions, improvements and accessories to the Secured Goods shall automatically become the property of the Buyer upon their incorporation or attachment to the Secured Goods. The Seller shall provide the Buyer, upon request, with a written inventory or other list of all Secured Goods.

B. The Seller agrees that the Buyer is entitled, at any time, with or without cause and without payment of any kind, to repossess or demand the return of any or all of the Pledged Assets, without the need to obtain a court order. Upon request

Upon the Buyer's request, the Secured Goods shall be delivered immediately to the Buyer or handed over to the Buyer by the Seller, either (i) on a FCA basis at the Seller's premises (Incoterms 2020), duly packed and marked in accordance with the requirements of the carrier selected by the Buyer to transport such goods, or (ii) to any place designated by the Buyer, in which case the Buyer shall pay the Seller the reasonable cost of delivering such Secured Goods to such place. Failure by the Seller to fulfil the obligation to deliver the Secured Goods to the Buyer upon completion of the contract, in accordance with the Buyer's instructions, (1) shall constitute a breach of the Purchase Order, and (2) shall render the Seller liable, inter alia, for conversion and for all costs and expenses, including actual legal fees, incurred by the Buyer in recovering such Pledged Goods. The Seller waives any objection to the Buyer's recovery and removal of any Pledged Goods for any reason or without cause, including in the context of bankruptcy or insolvency proceedings. The Buyer shall be entitled to enter the Seller's premises at any reasonable time to inspect the Pledged Goods and the Seller's records relating thereto. To the extent permitted by law, the Seller waives any right of retention, claim, charge, interest or other right that the Seller might otherwise have or assert in respect of any of the Secured Assets arising from work performed on such property, the purchase price of any Asset or otherwise. To the extent that any intellectual property rights owned by the Seller or licensed to the Seller are incorporated into, or are otherwise necessary for the intended use of, any Pledged Property, the Seller grants the Buyer a fully paid-up, irrevocable, non-exclusive, worldwide, perpetual to the fullest extent permitted by law, royalty-free licence, with the right to sub-license as necessary for any use of any Pledged Property, to use such intellectual property rights. The Seller agrees that any missing component or insert of any Pledged Property shall be replaced by the Seller at current costs.

C. The Seller acknowledges and agrees that (i) the Buyer is not the manufacturer of the Secured Asset, nor the manufacturer's agent or a distributor thereof; (ii) the Buyer is securing the Secured Asset from the Seller for the benefit of the Seller; and (iii) the Seller has inspected the Secured Asset and is satisfied that the Secured Asset is suitable and fit for its purposes, and (iv) THE BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR PERFORMANCE OF THE SECURED ASSET OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. The Buyer shall not be liable to the Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Secured Asset, including, without limitation, its use or maintenance, or its repair, servicing or adjustment, or by any interruption of service or by any loss of business of any kind or form caused, including, without limitation, any anticipated damage, loss of profits or any other indirect, special or consequential damage.

D. The Seller authorises the Buyer to file a UCC1 financing statement or a similar document with the relevant filing authority to notify the Buyer's security interest in the Secured Property. Failure to file a financing statement shall not alter or modify the Buyer's ownership rights in the Secured Property. The Seller shall provide the Buyer, upon the Buyer's request, with a written inventory of all Secured Property.

22. Seller's Property. Unless the Buyer and the Seller agree otherwise in a written agreement signed by both the Seller and the Buyer's Authorised Representative, the Seller shall, at its own expense: (i) provide, (ii) maintain in good condition, and (iii) replace as necessary all Seller's Property (as defined below). The Seller hereby grants the Buyer an irrevocable option to purchase, free from any encumbrance, claim or other charge, all or part of the supplies, materials, moulds, machinery, equipment, patterns, tools, dies, templates, accessories, plans, designs, specifications, drawings, photographic negatives and positives, artwork and other items of the Seller necessary for the production of the Goods pursuant to any Order (collectively, the "Seller's Goods"), copies and other items necessary for the production of the Goods covered by any Order (collectively, "**Seller's Goods**") that are specially designed or configured for the manufacture or assembly of the Goods covered by the Purchase Order, upon payment by the Buyer of the unamortised portion of the cost of such items of the Seller's Goods, less any amount previously paid by the Buyer to the Seller for the cost of such Seller's Goods. The Seller shall permit the Buyer to audit the Seller's records to verify the amount due in respect of any of the Seller's Goods. This option shall not apply to any Seller's Property used by the Seller to produce a substantial quantity of similar products for other customers of the Seller which cannot be readily obtained by the Seller's customer(s) from third parties unless, at the Buyer's option following the exercise of the option, the Seller assigns to the Buyer, and the Buyer or its nominee assumes, the Seller's obligation to produce such products for the Seller's other customers using those items of the Seller's Property during the period following the sale of the Seller's Property to the Buyer. The Seller shall cooperate with the Buyer's reasonable requests for information regarding any such obligation to the Seller's other customers and to effect such assignment and assumption. The Buyer's right to exercise the option under this Section 22 is not conditional upon any breach by the Seller or upon the Buyer's termination of the Purchase Order.

23. Rights of entry, claim and inspection. The Buyer and its representatives shall be entitled to enter the Seller's premises during normal business hours or, in the event of the Seller's closure, at reasonable times, to inspect the premises, systems, processes, Goods, inventories, work in progress, materials and any property of the Buyer covered by each Purchase Order and, without the need for a court order, may enter the Seller's premises and remove goods belonging to the Buyer or any of the Buyer's Customers, including, without limitation, Goods in Custody and other Goods, inventories, work in progress, materials or the Seller's Property that have been or are agreed to be sold to the

Purchaser pursuant to the Purchase Order. Inspection of the Goods by the Purchaser, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work in progress or finished Goods.

24. Subcontracting.

A. The Seller shall not subcontract any of its duties or obligations under any Order without the prior approval of the Buyer on the face of an Order or an amendment to an Order or in a Writing signed by the Buyer's Authorised Representative. The Seller shall ensure that any subcontractor so approved complies with all requirements of the Buyer's Customer's production part approval process and any other requirements of the Buyer. The Buyer or its representative shall be entitled to verify at the premises of any subcontractor and at the Seller's premises that the subcontracted Goods meet the specified requirements. Verification by the Buyer or its representative shall not (i) transfer responsibility for the subcontractor's quality from the Seller to the Buyer, (ii) relieve the Seller of its responsibility to supply acceptable Products, or (iii) preclude subsequent rejection of the Products by the Buyer. Notwithstanding any verification by the Buyer or the Buyer's representative, the Seller shall remain fully responsible for any subcontracted work.

B. In the event that the Seller's subcontracting of any of the work covered by any Order is approved by the Buyer on the face of an Order or an amendment to the Purchase Order or in a Written Document signed by the Buyer's Authorised Representative, and as a condition of such approval, the Seller shall provide the Buyer with written evidence that the subcontractor agrees to be bound by these General Terms and Conditions and the Order.

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

25. Non-conforming Goods. The Buyer, at its option, may reject and return or retain and rectify, both at the Seller's expense and risk, any Goods received under any Order that do not comply with the requirements thereof, even if the Buyer does not become aware of the non-conformity until the manufacturing, processing or assembly stage or thereafter. To the extent that the Buyer rejects Products for non-conformity, the quantities in the Purchase Order shall not be reduced by the quantity of non-conforming Products, unless the Buyer notifies the Seller otherwise in writing. The Seller shall replace non-conforming Goods with conforming Goods unless the Buyer notifies the Seller otherwise in writing, including, without limitation, by means of a notice of termination by the Buyer pursuant to Section 18.A. Non-conforming Goods shall be retained by the Buyer for disposal in accordance with the Seller's written instructions at the Seller's expense and risk. Should the Seller fail to provide

written instructions within ten (10) days (or within such shorter period as is commercially reasonable in the circumstances) of notification of the non-conformity, the Buyer shall be entitled, at its option, to charge the Seller for storage and handling costs, or to dispose of the Goods without any liability on the part of the Buyer to the Seller. The Seller shall reimburse the Buyer (a) the amounts paid by the Buyer towards the purchase price of any rejected non-conforming Goods, and (b) the costs incurred by the Buyer in connection with the non-conforming Goods, including, without limitation, those for inspection, sorting, testing, evaluation, storage, return, disposal or reworking, within ten (10) days of the Buyer issuing a debit note for the costs. Payment by the Buyer for the non-conforming Goods shall not constitute acceptance, nor shall it limit or prejudice the Buyer's right to pursue any legal or equitable remedy, nor shall it relieve the Seller of liability for latent defects.

26. Indemnity.

A. The Seller hereby undertakes 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 of solicitors, experts and consultants, costs of settlement and judgments) incurred in connection with any claim (including lawsuits, administrative claims, regulatory actions and other proceedings for personal injury or death, property damage or financial loss) relating in any way to the Products, the Seller's representations, the Seller's performance or non-performance of obligations arising from any Order, including claims based on the Seller's breach or alleged breach of warranty (regardless of whether the Products have been incorporated into the Buyer's products and/or resold by the Buyer), any remedial action, compensation or recovery by the Buyer, and claims for any breach of any applicable law, ordinance or regulation or government authorisation or order. The Seller's obligation to indemnify shall apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except to the extent that any liability arises solely from the Buyer's gross negligence. The Seller's indemnity obligations shall apply even if the Buyer supplies all or part of the design and specifies all or part of the processing used by the Seller, unless a separate written agreement signed by the Seller and the Buyer's Authorised Representative provides otherwise.

B. If the Seller carries out any work on the Buyer's premises or uses the Buyer's property, whether on or off the Buyer's premises, the Seller shall indemnify and hold harmless the Buyer, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any liability, claims, suits or expenses (including actual fees of

solicitors, experts and consultants, settlement costs and 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 the Seller's work or the use of the Buyer's property, except to the extent that such liability, claim or suit arises solely from the Buyer's gross negligence.

27. Insurance. The Seller shall obtain and maintain, at its sole expense, insurance cover customary in the industry and such cover as is required by law or reasonably requested by the Buyer, with insurers and for sums reasonably acceptable to the Buyer. This includes, but is not limited to, the provision of comprehensive fire insurance and extended cover for the replacement value of (i) all the Seller's Goods and (ii) any Goods on Consignment, both at their full replacement value. All such insurance policies shall name the Buyer as the beneficiary of the loss and as an additional insured. The Seller shall provide the Buyer with insurance certificates setting out the amount of cover, the policy number and the expiry date(s) of the insurance policies held by the Seller, and such certificates must state that the Buyer shall receive written notice from the insurer thirty (30) days in advance in the event of termination or reduction of the amount or scope of the cover. The provision by the Seller of insurance certificates or the taking out of insurance shall not relieve the Seller of its obligations or liabilities under any Order. If the Seller fails to maintain any insurance under any Order, the Buyer shall be entitled to take out such insurance and the Seller shall reimburse the Buyer, upon request, for all actual costs and expenses incurred in taking out such insurance.

28. Compliance.

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

B. The Supplier declares that neither it nor any of its subcontractors, suppliers, agents or other associated third parties (i) shall use forced or involuntary labour or engage in human trafficking in any form, including, but not limited to, a breach of the UK Modern Slavery Act 2015; (ii) employ any child, except as part of a government-approved work experience, apprenticeship or similar scheme; or (iii) engage in abusive employment 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 with principles, policies and procedures consistent with the principles, policies and procedures set out in the Buyer's Code of Conduct and Business Ethics. The Buyer's Code of Conduct and Business Ethics is accessible via the supplier links on the Buyer's website at www.auriasolutions.com or any successor website. The Seller shall promptly notify the Buyer's Authorised Representative of any breach of the Seller's code of conduct. The Seller undertakes to comply with all applicable anti-corruption laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act, and neither the Seller nor any of its subcontractors, suppliers, agents or other associated 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, or for the benefit of, any official or employee of a government authority or of any government-owned, government-controlled or government-affiliated entity in order to obtain or retain any contract, business opportunity or other commercial benefit, or to influence any act or decision of that person in their official capacity. The Supplier shall respond promptly, fully and truthfully to all requests for information from the Purchaser relating to compliance matters, as detailed in the Supplier Requirements Manual.

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

E. In the event that the Seller subcontracts any of its duties or obligations under any Order in accordance with Section 24, the Seller shall ensure that all subcontractors comply with the requirements of this Section 28. At the Buyer's request, the Seller shall certify in writing the compliance of the Seller and its subcontractors with all such requirements. The Buyer shall be entitled to audit and monitor compliance with the obligations of the Seller and its subcontractors under any Order. The Supplier shall indemnify and hold harmless the Purchaser, its Affiliates and subsidiaries, and their respective directors, officers, employees and agents from and against any and all claims, liabilities, suits or expenses (including actual fees of solicitors, experts and consultants, settlement costs and judgments) arising out of or in connection with any breach by the Supplier or its subcontractor.

29. Requirements for approval of production parts. With regard to Orders for production parts, the Seller undertakes to comply with all requirements identified in the industry's production part approval process manual and undertakes to submit this

information and related data to the Buyer upon request, irrespective of the authorised submission level, at Level No. 3 or its current equivalent, unless the Buyer authorises otherwise on the face of an Order or Order amendment or in a Writing Signed by the Buyer's Authorised Representative.

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

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

A. The Seller undertakes to (i) properly pack, mark and ship the Goods in accordance with the Buyer's requirements, 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, 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 cost; (iii) not to charge any handling, packaging, storage, transport (including duties, taxes, levies, etc.), vehicle costs or other transport or carriage expenses, unless the Buyer approves otherwise on the face of an order or amendment to an Order or in a Writing signed by the Buyer's Authorised Representative.), the cost of the vehicle or other transport or handling costs for the goods, unless the Buyer approves otherwise on the face of an order or amendment to an Order or in a Writing signed by the Buyer's Authorised Representative; (iv) provide with each consignment documents indicating the Order number, the Purchase Order amendment number or the Release number, the Buyer's part number, the Seller's part number where applicable, the number of parts in the consignment, the number of boxes or containers in the consignment, the Seller's supplier name and number, the bill of lading number and the country of origin; and (v) forward without delay the original bill of lading or other shipping receipt for each consignment in accordance with the Buyer's instructions and the carrier's requirements. The markings on each package and the identification of the goods on the delivery notes, bills of lading and invoices shall be sufficient to enable the Buyer to easily identify the goods purchased.

B. The Seller shall, without delay, provide the Buyer, in the form and with the level of detail requested by the Buyer, with (i) a list of all ingredients and materials incorporated into the Goods, (ii) the quantity of such ingredients and materials, and (iii) information regarding any changes or additions to such ingredients and materials. Prior to dispatching the Goods, the Seller undertakes to provide the Buyer with sufficient advance warning and written notice (including appropriate labelling on the Goods, containers and packaging) regarding any dangerous goods or hazardous materials that are an ingredient or part of any consignment of Goods, together with the special handling instructions necessary to advise the carriers involved, the Buyer and their respective employees on how to act with the care and caution

required to comply with laws and regulations and to prevent personal injury or property damage during the handling, transport, processing, storage, use, disposal or recycling of the Goods, containers and packaging shipped to the Buyer. The Seller shall comply with all applicable state, local and foreign laws and regulations regarding product labelling and warnings. If the Goods are shipped by the Seller to European destinations, prior to shipment, the Seller shall notify the Buyer of the “Classification of Dangerous Goods” as required by the European Agreement concerning the “International Carriage of Dangerous Goods”. At the Buyer’s request, the Seller shall certify in writing to the Buyer the origin of any ingredient or material in the Goods. The Seller shall provide without delay, in writing, any information relating to the Goods requested by the Buyer or its Customers so that the Buyer and its Customers may comply in a timely manner with the information requirements set out in applicable legislation or the Customers’ requirements regarding consumer protection, REACH, “extended minerals”, “conflict minerals”, lists of reportable substances or materials, ingredients, chemicals or similar substances, if any

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

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

A. At the Buyer’s request, the Seller shall promptly provide all documents necessary for customs refund purposes, duly completed in accordance with applicable government regulations. Furthermore, the Seller shall provide, at its own expense, all necessary information (including written documentation and electronic transaction records relating to the goods, tooling and equipment) to enable the Buyer to comply with any customs or other government agency obligations, origin marking or labelling requirements, and certification or local content reporting requirements, so that the Buyer may claim preferential tariff treatment upon entry for goods, tools and equipment eligible under applicable trade preference schemes, and to take all necessary steps to ensure that the goods qualify for any applicable duty deferral or free zone programme in the country of import. The Seller shall provide the Buyer or the service provider designated by the Buyer, at its own expense, all documentation permitting the export of the Goods, and shall obtain all export licences or authorisations necessary for the export of the Goods, tooling and equipment, unless otherwise stated in the Purchase Order, in which case the Seller shall provide all information necessary to enable the Buyer to obtain such licences or authorisations. Any credits or benefits arising from or

arising from any Order, including trade credits, export credits or the refund of 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 breach by the Seller of applicable customs regulations resulting in penalties and/or additional duties for the Buyer. The Seller also acknowledges and agrees to comply with all security procedures required by applicable customs regulations. The Seller shall share with the Buyer any audit or inspection information relating to a customs inspection and/or validation at the Seller's premises.

33. Invoices. All invoices and/or advance shipping notices (“ASNs”) for Products shipped in accordance with each Order must reference the Order number, the Purchase Order amendment or release number, the Buyer's part number, the Seller's part number where applicable, the number of items in the shipment, the number of boxes or containers, the Seller's name and number, and the bill of lading number, before the Buyer makes any payment for the Products. Furthermore, no invoice may refer to any terms other than or separate from these Terms and Conditions or the terms appearing on the front of the Purchase Order. All invoices must be submitted by the Supplier within two (2) months of the date on which the Products were received or supplied to the Purchaser. The Purchaser reserves the right to return or reject all invoices or related documents submitted incorrectly or in contravention of these Terms and Conditions. Payment terms shall commence once the final correct invoice or ASN has been received and entered into the Buyer's system by the relevant Buyer facility. Payment by the Buyer of a non-compliant invoice does not imply acceptance of any element or condition of that invoice that is non-compliant.

34. Terms of payment.

A. Unless otherwise specified in a Purchase Order, the payment terms are Net 65. Net 65 means that invoices received up to the fifteenth day of a given month shall be paid on the fifth day of the second following month. If a payment date falls on a non-working day, payment shall be made on the next working day.

B. Without prejudice to any specific payment terms applicable to an order, (i) under no circumstances shall the Seller be entitled to payment for the Tooling before the Buyer receives payment from its Customer for such Tooling, (ii) under no circumstances shall a Seller who is a Directed Supplier be entitled to receive payment from the Buyer until the Buyer has received full payment from the Buyer's Customer for the relevant Goods or, where applicable, for the goods into which such Goods are incorporated, (iii) the Buyer may, at its discretion and upon prior notice to the Seller, revise its payment terms for the production Goods to take account of any change in the Buyer's Customer's payment terms applicable to the Goods under any Order.

35. Netting, Set-off and Contractual Recoupment.

A. All amounts (including the value of the goods and services at their contract value or fair market value) owed 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 net of any indebtedness or other obligations of the Seller or any of the Seller's subsidiaries or Affiliates to the Buyer or any of the Buyer's subsidiaries or Affiliates. The Buyer or any of the Buyer's subsidiaries or Affiliates may, without prior notice to the Seller or any of the Seller's subsidiaries or Affiliates, set off or recover any amounts (including the value of goods and services at their contract price or fair market value) owed or becoming due by the Seller or the Seller's subsidiaries or Affiliates to the Buyer or the Buyer's subsidiaries or Affiliates, regardless of how and when they arise. In the event that the Buyer or any of its subsidiaries or Affiliates reasonably feels at risk, the Buyer or any of its subsidiaries or Affiliates may withhold and recover a corresponding amount due to the Seller or any of its subsidiaries or Affiliates to protect itself against such risk.

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

C. In addition to any other right provided for or permitted by law or by any Order, the Buyer or any of its subsidiaries or Affiliates may withhold or defer payment of all or part of the amount owed by the Buyer or any of its subsidiaries or Affiliates (even if such amount is not in dispute, contingent or unsettled and is otherwise due and payable) to the extent of any obligation of the Seller or any of its subsidiaries or Affiliates towards the Buyer or any of its subsidiaries or Affiliates, even if such obligation has not fallen due, is in dispute, contingent or unsettled, until such obligation 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 is subject to insolvency, bankruptcy, suspension of payments, liquidation or other similar proceedings, the Buyer or its subsidiaries or Affiliates may defer payments due to the Seller or any of its subsidiaries or Affiliates, by way of a statutory set-off or otherwise, against any potential damages arising from such refusal or otherwise. The Seller unconditionally guarantees payment on the due date of all existing and future obligations of any of its subsidiaries or Affiliates to the Buyer or any of its subsidiaries or Affiliates, provided, however, that the amount guaranteed by the Seller shall not exceed the amount owed by the Buyer to the Seller under any Order at any given time.

36. Sales Tax Exemption. The Buyer shall notify the Seller of Goods purchased under each Order (i) that are eligible for a sales tax exemption or (ii) for which the Buyer pays any applicable sales or use tax

directly to the relevant taxing authority (collectively, “**Exempt Goods**”). The Seller shall not include any applicable sales or usage tax on any invoice for Exempt Goods.

37. Advertising. The Seller shall not refer to the Buyer or the Buyer’s customers in any advertising or public communications without the prior written approval 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 by the Buyer or the Seller to perform its obligations under the Purchase Order shall be excused if, and to the extent that, the party is unable to perform specifically due to an extraordinary and unforeseeable event or occurrence beyond its reasonable control and through no fault or negligence on its part, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or measures taken by a government authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or inability to obtain power (an “**Event of Force Majeure**”). The Seller acknowledges and agrees that labour problems or disruptions, strikes, work stoppages, the expiry of employment contracts, or changes in the cost or availability of materials, components, labour, logistics, energy or services based on market conditions, actions by suppliers, applicable legislation or contractual disputes are not Events of Force Majeure and shall not excuse the Seller’s performance under this Section or under theories of force majeure, commercial impracticability or otherwise, and the Seller expressly assumes such risks and accepts that they are foreseeable. The Seller shall use all reasonable endeavours to ensure that the effects of any such event or occurrence are minimised and, as soon as practicable, to resume full performance of the Order. As soon as practicable (but no later than three full working days) following a Force Majeure Event, the Seller shall 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 other information reasonably requested by the Buyer. During the Seller’s delay or non-performance, the Buyer may, at its option: (a) purchase Goods from other sources and reduce or cancel its Call-offs to the Seller without liability to the Seller, and require the Seller to reimburse the Buyer for any additional cost to the Buyer of 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 produced or acquired for the work under the Order; or (c) require the Seller to supply Goods from other sources in the quantities and at the time requested by the Buyer and at the price set out in the Order. Furthermore, the Seller shall, at its own expense, take all measures it deems reasonably necessary to ensure that, in the event of any anticipated labour disruption, strike or reduction in the number of workers, or as a result of the expiry of the Seller’s employment contracts, the Buyer has an uninterrupted supply of Goods in an area not affected by such disruption 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 the shorter period required by the Buyer) adequate assurances that any Force Majeure Event will not exceed thirty (30) days, or if any Force Majeure Event lasts for more than thirty (30) days, the Buyer

may cancel the Purchase Order without liability, and the Seller shall reimburse the Buyer for all costs associated with the cancellation.

39. Service and spare parts.

A. Upon receipt of an Authorisation, the Seller shall sell to the Buyer all Products required by the Buyer to meet the service and spare parts requirements of the Buyer and its Customer for the current model year at the then-current production prices plus any actual net cost differential for the exclusive packaging required. If the Products are systems, modules or assemblies, the Seller shall sell the components or parts of such systems, modules or assemblies at prices that do not exceed, in the aggregate, the then-current production price of the system, module or assembly, less the labour costs associated with the system, module or assembly, plus any actual net cost differential for the exclusive packaging required.

B. Following the end of production of the current model of the vehicle in question, the Seller shall sell to the Buyer the goods necessary for the Buyer to meet the service and spare parts requirements of the Buyer and its Customers for the previous model years at the prices specified in the last Order for the production of the current model plus any actual net cost differential for the exclusive packaging required for the first five (5) years of service of the previous model. For the remaining period during which the Buyer's Customer requires service parts, the prices shall be those specified in the latest Order for the production of the current model plus any actual net cost differential for the exclusive packaging required, plus any actual net cost differential for manufacturing costs as mutually agreed between the Buyer and the Seller.

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

41. Vendor Claims. Any action by the Vendor under any Order must be commenced within one (1) year of the occurrence of the breach or other event giving rise to the Vendor's claim, regardless of the Vendor's lack of knowledge or the date of discovery by the Vendor of the breach or other event giving rise to such claim.

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

43. Electronic communications and signatures. The Seller shall comply with any method of electronic communication specified by the Buyer, including requirements for electronic funds transfer, the transmission of purchase orders, production notices, electronic signatures and communication. Emails, including those containing a signature block from one of the Buyer's representatives, shall not constitute a Signed Document.

44. Notices. All notices, claims and other communications to the Buyer required or permitted under the Purchase Order shall be made by email and shall only be effective upon receipt by the Buyer at the following two email addresses:

aurialegal@uriasolutions.com
procurement@uriasolutions.com

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

45. Confidentiality.

A. The Seller shall (i) maintain the confidentiality of all Buyer Information and disclose it only to its employees who need to know such Buyer Information in order for the Seller to supply Goods, tools and equipment to the Buyer pursuant to the Purchase Order and who are subject to confidentiality provisions comparable to those contained herein, and (ii) use the Buyer's Information solely for the purpose of supplying Goods to the Buyer. "**Buyer 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 Purchase Order, including, without limitation, prices and other terms of the Purchase Order, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes, software and computer programs (including object code and source code), non-public information relating to the Buyer's customers, information relating to the Seller's relationship with the Buyer, and the facts or circumstances surrounding the Seller's work relating to the Buyer's customers and their relevant vehicle programmes. Buyer's Information also includes any material or information containing, or based on, any 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 information to a Government in relation to the Goods, tooling or equipment supplied, including information provided to the US Government in accordance with the following reporting requirements under US law: 49 CFR Part 573 (Notification of Defects and Non-Compliance) and 49 CFR Part 579 (Notification of Information and Communications Regarding Potential Defects) or their successors, as amended from time to time.

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

46. Data security. The Seller shall adopt appropriate technical and organisational measures to ensure the security of its data and the Buyer's Information, including: measures to control physical access to premises and facilities, measures for user identification and authentication, monitoring and logging of access, appropriate controls for the transport, transmission, communication and storage of data, measures for backing up data, and measures to ensure the separate processing of data as appropriate for different purposes. The Seller shall respond promptly to all enquiries from the Buyer regarding its data security practices and shall submit to an audit of

data security at the Buyer's request. Should the Seller become aware of an incident constituting a breach or potential breach of the Seller's information security (e.g. security breaches, data loss, system failures, compromise, malicious software attacks, or misuse of data) and which may affect the Buyer, in particular in the form of unauthorised access by third parties to the Buyer's Information (e.g. data leaks or cyber-attacks), the Seller shall, without undue delay and free of charge, notify the Buyer of this by telephone, and shall:

- (1) take all necessary measures to ascertain the facts and limit the damage.
- (2) assist the Buyer in recovering the Buyer's Information.
- (3) provide a security report describing the incident, including, but not limited to, the security controls identified, the security risks identified, any Buyer Information that may have been accessed, and the measures taken to resolve the incident. Buyer Information that may have been accessed, and the measures taken by the Seller to resolve the incident.
- (4) allow the Buyer and its external contractors to conduct an audit of the Seller on 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 being governed by these General Terms and Conditions, each Order for the purchase of services not related to the production of the Goods shall be governed by the Buyer's Supplementary Terms of Service, which are accessible via the supplier links on the Buyer's website at www.auriasolutions.com or any successor website (the "Supplementary Terms of Service"); provided that, in the event of any inconsistency between these Terms and the Supplementary Terms of Service, the Supplementary Terms of Service shall prevail in respect of all services not related to the production of the Goods.

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

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

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

51. Entire Agreement; Amendment. The Purchase Order, together with any annexes, schedules or supplements specifically referred to in the Purchase Order, constitutes the entire agreement between the Seller and the Buyer with respect to the matters contained in the Purchase Order

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and supersedes all prior oral or written representations and agreements. The Buyer may amend the Terms and Conditions at any time by publishing notice of such amended Terms and Conditions via the supplier links on the Buyer's website www.auriasolutions.com or on any successor website, at least ten (10) days prior to any amendment to the General Terms and Conditions. Entry into force of the General Terms and Conditions. The Seller shall periodically review the Buyer's website and the Terms and Conditions. If the Seller does not notify the Buyer in writing in accordance with Section 444, setting out the Seller's objection to any of the amended Terms and Conditions prior to the effective date of such amended Terms and Conditions, the Seller shall be deemed to have accepted such amended Terms and Conditions. Except as provided in the preceding sentences or in these General Terms and Conditions, the Purchase Order may only be amended by an amendment to the Order or a Written Notice signed by the Buyer's Authorised Representative.

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

