

# General Purchasing Terms and Conditions

Under Czech Law (Czech Republic)

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## 1. DEFINITIONS

Unless the Parties agreed otherwise in the contractual documents with the higher priority, the following words and expressions, when used with capital initial letters, shall have the following meanings:

<b>GPC</b>	are the General Purchasing Terms and Conditions, consisting of this document and any document attached hereto or incorporated by reference.
<b>Affiliated Company</b>	is any legal entity incorporated or not, which presently or in the future that directly or indirectly is controlled by Faurecia European Company and/or by a successor of Faurecia European Company, where " <b>controlled</b> " means direct or indirect possession of at least thirty five percent (35 %) of the shares or voting rights in such legal entity.
<b>Audit</b>	is the auditing of the contractual obligations, means of production and facilities (including, but not limited to production processes, design processes and quality standards) of the Supplier.
<b>Auditor</b>	is the entity, person or group of persons that are appointed by the Company at its sole discretion to undertake the Audit.
<b>Background</b>	is the entirety of the respective Contracting Party's Industrial and Intellectual Property that is already in existence at the time of the conclusion of the Contract and therefore, excluding Results.
<b>Closed Order</b>	is a Purchase Order that contains all requisite characteristic of Contractual Products and/or Contractual Services, including delivery dates and exact delivery quantities.
<b>Company</b>	is the Faurecia Group's Affiliated Company with its registered office in Czech Republic that concludes the Contract, issues the Purchase Order and/or Releases or other Faurecia's Affiliated Company which uses the GPC under the Contract, the Purchase Order and/or Release.
<b>Contract</b>	is the entirety of contractual documents that are listed in Section 3.1 of the GPC for supply of Contractual Products and/or Contractual Services.
<b>Contracting Parties</b>	means collectively the Company and the Supplier; and Contracting Party means either of them.
<b>Contractual Products</b>	are all goods, products, devices, equipment, tooling, components, assemblies and/or sub-assemblies and/or materials, raw materials and/or other products and movables provided by the Supplier that are a subject matter of the Contract. Also all the drawings, models, templates, samples, and/or similar objects and/or data, schemes, drawings, specifications, software on which the Contractual Products are based on and/or required for functioning of the Contractual Products and/or delivered as an integral part thereof, regardless of their form (tangible or intangible) or medium (including but not limited to paper, sample, electronic device).
<b>Contractual Services</b>	are all services and benefits provided by the Supplier that are a

subject matter of the Contract.

<b>Copyleft</b>	means any Open Source License having binding effects on subsequent downstream licenses including a contaminating/viral effect and the obligation for the licensee to disclose the source code of the related software.
<b>Customer</b>	is the automobile manufacturer, whether consumer, commercial, off-road or similar, mobility provider, non-automotive company (including, but not limited to, electronics and consumer product technology providers) or other person, company, entity or sub-contractor to which the Company directly or indirectly delivers the Customer Products. If the Company was not nominated by the automobile manufacturer, the Customer is the company that nominated the Company for the delivery of the Customer Products or, as the case may be, engaged the Company therewith.
<b>Customer Products</b>	are the Company's products or any other Affiliated Company's products for which the Contractual Products and/or Contractual Services are used and/or given Contractual Products and/or Contractual Services.
<b>Default</b>	is constituted when the concerned Contractual Party is in breach of its contractual obligations.
<b>Defects</b>	<p>are material/physical and legal defects of the Contractual Products and/or Contractual Services. The Contractual Products and/or Contractual Services have a material/physical defect if (1) the Contractual Products and/or Contractual Services have not the agreed quality and/or Specifications, (2) is not suitable for the use intended under the Contract (3) is incomplete, including the one that reduces usability, or partially or completely prevents or hinders in any way the use of the Contractual Products and/or Contractual Services and/or (3), to the extent the quality and/ or the intended use has not been explicitly and/or implicitly agreed upon, is not suitable for the customary use and its quality is not usual in items of the same kind. Delivery by the Supplier of a different kind of item/service and/or of an item/service of lesser value than the Contractual Products and/or Contractual Services is equivalent to a material defect.</p> <p>The Contractual Products and/or Contractual Services have a legal defect if third parties, in relation to the Contractual Products and/or Contractual Services, can assert any rights and/or claims of any kind, other than those rights and/or claims assumed pursuant to the Contract, against the Company.</p>
<b>Documentation</b>	are any and all legally required approvals, certificates, control certificates, documentation specifying the repair and maintenance conditions, catalogues of applicable time standards for repairs and servicing, technical approvals, technical and development documentation, user manuals, assembly instructions and/or documents other than the ones mentioned above (if required for a particular type of Contractual Products and/or Contractual Services)
<b>Equipment</b>	are auxiliary items, such as but not limited to samples, prototypes,

calibers and tooling, manufactured and/or provided by the Supplier in order to perform the Contractual Products and/or Contractual Services.

<b>Faurecia Group</b>	is the group formed by the Faurecia Group's Affiliated Companies, including the Company.
<b>Faurecia European Company</b>	is Faurecia an European company headquartered at 23-27, avenue des Champs Pierreux, 92000 Nanterre, France, registered in the Commercial Register of Nanterre under number 542 005 376.
<b>Force Majeure</b>	is an event which was not foreseeable, and not the fault of, nor caused by a Party's negligence, and which is beyond the reasonable control of the Contractual affected Party and would impair the ability of the affected Contracting Party to perform normally its contractual obligations, such as acts of God, or of a public enemy/acts of terror or Governmental action specifically restricting the performance, fires, floods, unusually severe weather, explosions riots or war. Force Majeure does not include, however, any delay caused by, arising from or related to (i) Strikes of the Supplier's personnel or strikes of its Subcontractors'(ii) Supplier's financial difficulties; (iii) a change in cost or availability of materials or components based on market conditions or Supplier actions; (iv) labour shortages or absenteeism on the part of Supplier or Supplier's Subcontractors; or (v) any cyber-security or information system service disruption event.
<b>FOSS (Free and Open Source Software)</b>	means any software (including any update and upgrade) subject to an Open Source License.
<b>Incompatible License</b>	means any license (including any Open Source License) containing at least one term contrary to the terms of another licence (including an Open Source License) preventing the Company to comply with the terms of both of such licenses in case of use, representation, reproduction, adaptation, modification or distribution of the corresponding software(s).
<b>Industrial and Intellectual Property</b>	is constituted by the industrial and intellectual property of a Contracting Party and/or third party, including the Proprietary Rights and Know-How.
<b>Invoice</b>	is a commercial invoice that contains all of the information necessary for identification and checking of the relevant delivery/sales of the Contractual Products and/or Contractual Services and which entitles the recipient to account the invoiced amount as a liability for financial accounting purposes.
<b>Know-How</b>	is know-how of any kind, particularly inventions, test and development reports, drawings, models, ideas, suggestions, and calculation results of the Supplier, which are not Proprietary Rights.
<b>Letter of Nomination</b>	is the document and its appendices whereby the Company appoints the Supplier for the supply of Contractual Products and/or Contractual Services. For the avoidance of doubt the Letter of Nomination does not constitute an obligation of the Company to order any quantity or amount of Contractual Products and/or Contractual Services from the Supplier, unless such Letter of

Nomination states clearly otherwise.

- Mandated Supplier** is any Supplier that the Company's Customer has directed, recommended and/or requested the Company to utilize, source, and/or otherwise engage.
- Open Order** is a Purchase Order containing all requisite characteristics of Contractual Products and/or Contractual Services, with the exception of certain particulars, including delivery dates and/or exact delivery quantities, and which provides that delivery dates and exact delivery quantities are to take place within the framework of individual call-offs, Releases, delivery schedules, purchase orders and/or other similar documents.
- Open Source Licence** means any license corresponding to the requirements defined in the "Open Source Definition" (available on the URL: <http://opensource.org/osd>) by the Open Source Initiative, or by the "Free Software Foundation" (available on the URL : <https://www.gnu.org/philosophy/free-sw.en.html>), which Supplier declares to have read and understood and which comprise inter alia the following licenses or distribution models: the GNU General Public License (GPL) and GNU Lesser General Public License (LGPL), Apache License, Mozilla Public License (MPL), Berkeley Software Distribution License (BSD-License).
- Order Confirmation** is a copy and/or separate confirmation of the Purchase Order provided by the Supplier. As the Order Confirmation shall be also treated any action where the Supplier, implicitly commenced its performance of the Purchase Order, even if partially, by taking into account the factual actions to this end i.e. upon taking any such action by the Supplier for the first time.
- Particular Conditions** are separate business terms and conditions, including any appendices, that contain specific requirements which address special product, local market and/or delivery requirements, including legal matters specific to country where the Company and/or the Supplier is located. The Particular Conditions are intended to be applicable as per the Purchase Order and are binding on the Company and the Supplier.
- Personal Data** is any information and/or identifiers relating to an identified natural person and/or a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier and/or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural and/or social identity of that natural person.
- Price** is the price that the Company has to pay as consideration for the Contractual Products and/or Contractual Services.
- Proprietary Rights** are patents, utility patents, utility models, trademarks, design patents, database rights, copyrights, invention disclosures and/or other proprietary rights, regardless of whether they are already issued at the date of formation of the Contract and/or are issued later.

<b>Purchase Orders</b>	are all documents, including Open Order, by means of which the Company orders Contractual Products and/or Contractual Services from the Supplier.
<b>Quality Assurance Agreement (QAA)</b>	means the Quality Assurance Agreement provided by Company to Supplier, as may be amended, by Company from time to time setting forth certain minimum quality requirements for the Contractual Products and Contractual Services and shall be binding upon the Supplier pursuant to these GPCs. The Company may mandate additional quality requirements specific to the Products to be provided. In such case any additional requirements shall be deemed incorporated into the QAA by reference.
<b>Representative(s)</b>	means any employees, agents, contractors, subsidiaries, affiliates, successors and assigns authorized, or otherwise acting on behalf of a Party
<b>Release</b>	is a call-off for Contractual Products and/or Contractual Services in case of Open Order.
<b>Results</b>	is the entire Industrial and Intellectual Property, and all intellectual work and inventions, excluding Background, created by the respective Contracting Party after entering into the Contract within the framework of rendering of the Contractual Products and/or Contractual Services.
<b>Right of Use</b>	is the right to exploit an item and/or a right of Industrial and Intellectual Property. It encompasses, in particular, the right of manufacturing, of performing further development, reproduction, dissemination, presentation, adaptation, redesign, use, and marketing. Unless otherwise expressly provided in the Contract, the Right of Use can be freely transferred and/or sub-licensed, is irrevocable, for the duration of the Industrial and Intellectual Property, valid worldwide and not restricted by quantity.
<b>Specifications</b>	are the required properties and characteristics in particular of the Contractual Products and/or Contractual Services, specified by the Company, including technical data, and/or technical parameters and documentation, usually contained in documents attached to the Contract, Purchase Order and/or any Letter of Nomination.
<b>Subcontractor</b>	is any third party that the Supplier entrusts with the execution of at least part of the Contractual Products and/or Contractual Services which has been approved in advance, in writing, by the Company, and in relation to which, the Supplier assumes full liability.
<b>Supplier</b>	is the Contracting Party that is required to provide Contractual Products and/or Contractual Services to the Company under the Contract.

## 2. SCOPE OF APPLICATION

- 2.1 These GPC shall form a contract template. These GPC shall apply to all Contracts concluded by the Company, including the Purchase Orders issued by the Company. These GPC shall form an integral part of the Contract, including the Purchase Order. Where the GPC have not been attached to the Contract, especially to the Purchase Order and are referred to in the Contract and/or the Purchaser Order, then the Supplier shall be bound by the GPC, as

applicable on the date of the Contract and/or date of the Purchase Order, in the version published at Faurecia Group website unless the GPC has been provided by the Company to the Supplier by any means before the conclusion of the Contract or issuance of the Purchase Order in the version provided by Faurecia Group. Any subsequent amendments to the GPC shall affect the Contract and/or the Purchase Order, only if explicitly set out in writing form and signed by duly authorized representatives of the Contractual Parties.

- 2.2. Unless the Company and the Supplier agree otherwise by expressly excluding the provisions of these GPC in favor of other agreed contractual terms, which must be confirmed in writing form by both Contractual Parties to be valid, the use of any contract templates of the Supplier and general terms and conditions of the Supplier are hereby barred and excluded, even if the Company has failed to declare their exclusion/amendment and/or an objection is not specifically raised against them by the Company. For the avoidance of doubt, if the Company proceeds with the performance of the Contract and/or the Purchase Order without an express reservation and/or objection to the Supplier's contract templates and/or Supplier's general terms and conditions, this shall in no way imply acceptance of such documents by the Company.
- 2.3 The Company employees are not authorized to include, even partially, any Supplier's contract templates and/or Supplier's general terms and conditions to the Contract and/or Purchase Order or to acknowledge their validity, unless their powers of attorney expressly provide otherwise. In addition, the Company's waiver of certain provisions of the GPC in special cases shall apply only to a specific Contract and/or Purchase Order, and in no case can be treated by the Supplier as applicable to performance of other Contracts and/or Purchase Orders, unless the Contracting Parties agree otherwise.
- 2.4 By accepting the Contract, and/or the Purchase Order, and/or commencement thereof, the Supplier hereby irrevocably and without reservations accepts these GPC. No contract templates and/or general terms and conditions provided by the Supplier and/or included in its quotation/offer which are especially in contradiction with the terms and conditions of the Contract and/or the Purchase Order, confirmation, specifications and/or similar documents shall form a part of the Contract and/or Purchase Order, while the Supplier waives all the rights that they would otherwise be entitled to under such terms.

### **3. CONTRACTUAL DOCUMENTS**

- 3.1 The Contract consists of the following documents, in a decreasing order of priority: (i) the Releases, (ii) the Purchase Order issued by the Company, (iii) the Letter of Nomination, if applicable (iv) Particular Conditions, if applicable, (v) one or more Quality Assurance Agreement(s) issued by the Company (the "QAA") and (vi) these GPC. In the event of conflicts between provisions of the Contract, the priority of the documents shall be determined according to the foregoing sequence.
- 3.2 The Contract constitutes the entire agreement between the Contracting Parties and supersedes all prior, express and/or implied written or verbal, representations and/or agreements.
- 3.3 Any request of amendment of the Contract shall not unreasonably delay and/or suspend performance of the Contractual Products and/or Contractual Services. Amendments of the Contract, including Purchase Order must be in writing and must be validly signed by the Contracting Parties, otherwise it is null and void. This shall also apply to the amendment of this written form requirement (including email).

### **4. PURCHASE ORDER – FORMATION OF THE CONTRACT**

- 4.1 The Purchase Order issued by the Company may be sent by letter, email and/or any other electronic means determined by the Company. Acceptance of the Purchase Order is limited to acceptance of the express terms of the Company's offer as set forth in these GPC, Particular Conditions, the QAA and the Purchase Order. The Contract shall be concluded, if the Supplier dispatches the Order Confirmation to the Company by letter, email and/or any other electronic means determined by the Company within a period of ten (10) calendar

days from dispatch of the Purchase Order or the Order Confirmation is coming from Supplier's actions as mentioned in the definition of Order Confirmation in Section 1 of GPC, including expression of acceptance as mentioned in Section 4.3 of GPC. The Purchase Order cannot be accepted with any amendments or deviations. The date indicated on the Contract, including Purchase Order shall be deemed to be the date of dispatch, if the date of dispatch of the Contract, including the Purchase Order is not determinable. If the delivery date and/or performance date of the Contractual Products and/or Contractual Services has not been specified in the Contract, including the Purchase Order, the Supplier agrees to perform the Contractual Products and/or Contractual Services at the request of the Company.

- 4.2 The Company shall be entitled to revoke (cancel) Purchase Orders in writing with immediate effect, without a statement of grounds at any time prior to the Order Confirmation. Timely revocation shall not establish any claims whatsoever on the part of the Supplier for contract finalisation and/or compensation and/or compensatory damage payments.
- 4.3 If the Supplier does not dispatch the Order Confirmation and the Purchase Order has not been revoked (cancel) in accordance with Section 4.2 of GPC, the Contract shall, by way of deviation from Section 4.1 of GPC, be deemed validly formed as soon as the expiration of the term mentioned in Section 4.1 of GPC, or the first occurring expression of acceptance of a Purchase Order by Supplier shall be the earliest of: (i) the Supplier's Order Confirmation in accordance with the Section 4.1 of GPC; (ii) Supplier's commencement of work on the Contractual Products and/or Contractual Services; (iii) performance of all or any portion of the Contractual Services for which a Purchase Order has been issued; (iv) shipment of any Contractual Products hereunder; (v) other conduct that indicates Supplier's acceptance, including but not limited Supplier's preparation for performance, each of which shall constitute acceptance of the Company's offer contained in a Purchase Order, Letter of Nomination, the Contract, any Particular Conditions, these GPCs and the QAA; or (vi) the Company accepts the respective Contractual Products and/or Contractual Services without reservation.
- 4.4 The terms of Section 4.1 of GPC shall apply mutatis mutandis to the Releases. Each Release will be deemed part of the Contract (formed by the dispatch and the acceptance of an Open Order), and shall not be considered a separate. As a consequence, the non-performance by the Supplier of a specific Release, will make the Supplier liable for all the damages and financial consequences triggered by this non-performance. Repetitive and/or continuous non-performance of Releases by the Supplier may trigger the termination of the relevant Contract as per Section 25 of the GPC.
- 4.5 The Supplier is not entitled to reject, suspend and/or postpone the Releases and/or Purchase Orders, if they are in line with the terms and conditions of the Contract. In the event of such rejection, suspension and/or postponement, the Company shall be entitled to recover from Supplier any expenditure reasonably incurred by the Company in obtaining the Contractual Products and/or Contractual Services in substitution from another supplier and/or to claim damages from the Supplier for any additional costs, losses and/or expenses incurred by the Company which are reasonably attributable to Supplier's rejection, suspension and/or postponement of the Releases and/or Purchase Orders.

## **5. CHANGES TO THE CONTRACTUAL PRODUCTS AND/OR CONTRACTUAL SERVICES**

- 5.1 The Company shall be entitled to request changes of the Contractual Products and/or Contractual Services from the Supplier at any time. The Supplier shall review the feasibility and the technical and commercial effects of the changes and transmit a written offer to the Company concerning implementation of the changes within reasonable time. The offer shall contain a detailed description of the effects of the changes (particularly with respect to the quality, the safety, the costs, and/or the delivery dates of the Contractual Products and/or Contractual Services) and the necessary Documentation. In case the changes requested are due to quality or safety problems, the technical and commercial feasibility of such changes has to be reviewed immediately by the Supplier which shall send an offer forthwith.
- 5.2 If the Company accepts the Supplier's offer, the Contracting Parties shall undertake all necessary adjustments to the Contract in writing prior to implementation of the changes. This



shall apply, in particular, to the adjustment of the Specifications, the drawings, the Price, the delivery dates and/or other time periods.

- 5.3 If the Contracting Parties do not reach an agreement with respect to all necessary changes, as provided for in Sections 5.1 and 5.2 of the GPC, the Company shall be entitled to either:
- reject the Supplier's offer/change and demand performance under the terms of any accepted Purchase Order or Particular Conditions;
  - engage a third party to implement the changes. In such case, the Supplier promises to deliver to the Company all drawings, Specifications, Documentation and other documents that are necessary to the planning and implementation of the changes. If not already compensated within the framework of the Price, the Supplier can demand reasonable remuneration for the use of the aforementioned documents following their delivery; or
  - terminate the Contract, including Purchase Order in whole or in part as per the provision of Section 25 of the GPC.
- 5.4 The Supplier may not make any change to the Contractual Products and/or Contractual Services, without prior written agreement by the Company.

## **6. INFORMATION, NOTICES, WARNINGS**

The Supplier is a specialist in the execution and performance of the Contractual Products and/or Contractual Services. As such, the Supplier shall promptly transmit to the Company all necessary information, advisories, and warnings relating to the Contractual Products and/or Contractual Services, including their quality and/or their safety, regardless of the skills and/or Know-How of the Company. In particular, the Supplier shall:

- provide the Company with all information and advisories that are necessary for the correct storage and use of the Contractual Products and/or Contractual Services;
- ensure that the Specifications of the Contractual Products and/or Contractual Services are complete, suitable for and commensurate to the contractually agreed upon or known intended use.
- promptly inform the Company if the Contractual Products and/or Contractual Services violate legal provisions of countries in which the Customer Products are to be sold, distributed and/or used. This duty to inform shall not apply if the Supplier is neither aware, nor should be aware, of the countries in which the Customer Products will be/are sold and/or used;
- inform the Company of any quality risks or other inadequacies of which it is aware with respect to the Contractual Products and/or Contractual Services and promptly warn the Company if the Contractual Products and/or Contractual Services are defective, particularly if such Defect could endanger the safety of people or property; and
- propose measures to the Company to improve the quality and reduce the costs of the Contractual Products and/or Contractual Services.

## **7. ACCREDITATION - LICENCE - PERMIT & AUTHORISATION**

- 7.1 If required, the Supplier must be accredited, licenced, permitted and/or authorised by the governmental authorities and/or organizations listed in the Contract or as provided for by the applicable law and shall take all necessary steps in order to maintain the accreditation, licence, permit and/or authorisation during the term of the Contract. The accreditation, licence, permit and/or authorisation must be provided by an independent organization authorized to do so and must include the Contractual Products and/or Contractual Services. The Supplier has to promptly inform the Company of any potential or actual change of its accreditation, licence, permit and/or authorisation status and the steps that have been taken in that regard.

7.2 The Company shall be entitled to suspend the performance of the Contract and/or terminate the Contract for breach if the Supplier breaches its obligation with respect to accreditation, licence, permit and/or authorisation mentioned in Section 7.1 of the GPC.

## **8. QUALITY ASSURANCE**

8.1 By concluding the Contract, including Purchase Order, the Supplier accepts the Company's quality management system and the Company's Quality Assurance Agreement (QAA), which has been communicated to the Supplier and promises to strictly comply with the terms and conditions specified therein, which may be amended by the Company from time to time and agrees to adhere to the applicable quality management system for the site(s) and region(s) in which Supplier operates. The Supplier acknowledges and agrees that it has access to the QAA and to the Company's quality management systems, and the terms of the QAA. The Supplier agrees and warrants it shall strictly comply with the terms and conditions specified therein.

8.2 The Supplier shall perform the Contractual Products and/or Contractual Services in conformity with the quality procedure specified in the Contract. The Supplier shall deliver copies of all certificates relating to the Contractual Products and/or Contractual Services and the safety thereof to the Company.

## **9. STATUTES AND REGULATIONS**

9.1 The Supplier shall:

- comply with all applicable laws, statutes and regulations, including those in the areas of labor, health, safety and the environment to the extent that the Supplier has to carry out works within the premises of the Company;
- comply with all of the internal instructions and the safety, health, and environmental provisions in effect at the respective premises and, if necessary, obtain all necessary permits;
- comply with the provisions of the Convention of the United Nations on the Rights of the Child dated November 20th, 1989, which prohibit child labour; and
- not use forced labour in any way as in Article 1 of the International Labour Organization Convention on the Abolition of Forced Labour dated June 25th, 1957.

9.2 Supplier and its personnel performing any services at Company or Customer's site shall at all times strictly comply with the Health, Safety and Environmental Policies for such site, as well as applicable rules for the site in which they are working as well as the posted and communicated health and safety processes for each site. The Supplier shall be responsible for providing its own personal protective equipment ("PPE") for its personnel which meets at least Company's or Customer's minimum requirements for the site for such PPE. Company reserves the right to remove any Supplier personnel who does not adhere to the applicable rules and policies, and Supplier shall replace such personnel at its own cost and expense. Suppliers and their employees agree that the Company shall not in any event be liable for the adequacy of the health safety or environmental measures taken by the Company. The Company cannot and does not warrant or guarantee that health, safety or environmental measures will protect individuals from injury or death and has based its actions on regulatory requirements. The Company reserves the right to modify or add health, safety and environmental measures at each site at any time.

9.3 The Supplier acknowledges that the duties listed in Section 9.1 and 9.1 of the GPC constitute material contractual obligations.

9.4 The Supplier has to comply with all requirements and demands of the Company with respect to ethics, social acceptability, and environmental sustainability, whether these obligations have been requested by the Company, by the Customer or agreed between the Company and the Customer.

- 9.5 To the extent legally permissible, the Supplier also promises to comply with the so-called “Faurecia Code of Ethics” and the “Faurecia Code of Conduct” and agrees to comply therewith in the contractual relationships with its own suppliers, subcontractors, and service providers. The Faurecia Code of Ethics has been received by the Supplier and is also available at the URL address below:

<https://www.faurecia.com/sites/groupe/files/pages/FAU-C-LSG-2400%20Code%20Of%20Ethics.pdf>

Should the Supplier consider that a Faurecia Group employee has not acted in line with the ethics standards of the Faurecia Code of Ethics, the Supplier shall inform the Company thereof.

- 9.6 The Supplier warrants to comply at all times with all applicable anti-corruption laws, conventions and/or regulations, including, inter alia, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the Loi Sapin 2 and all other applicable laws regarding domestic or international corruption, bribery, and ethical business conduct. The Supplier shall limit its use of customs brokers to the brokers communicated in writing by the Company.

The Supplier represents and warrants that itself, and/or any of its affiliated companies, is not engaged and will not engage in any form of commercial bribery, nor directly and/or indirectly provide and/or offer to provide, anything of value to, and/or for the benefit of, any official and/or employee of a governmental authority and/or of any government-owned, government-controlled and/or government-affiliated entity to obtain and/or retain any contract, business opportunity and/or other business benefit, and/or to influence any act or decision of that person in his/her official capacity. It is the Supplier's responsibility to cause its subcontractors, vendors, agents or other associated third parties to act according to this provision.

At the Company's request, the Supplier will certify in writing, without undue delay, its compliance with the foregoing.

In the event of failure to comply with this clause, the Company shall have the right to immediately withdraw from or terminate all legal transactions existing with the Supplier, and to cancel all negotiations, with immediate effect and without compensation, and without prejudice to any other remedies the Company may request from the Supplier by law.

The Supplier shall release, defend, indemnify and hold the Company and its affiliated Companies harmless from and against any and all liabilities suffered or incurred in any jurisdiction by the Company or its affiliated Companies (including, inter alia, legal or other professional fees), caused by, arising from or related to (i) any failure by Supplier to comply with anti-corruption laws and export control laws, regulations, orders or similar mandates; and/or (ii) Supplier's non-compliance with or breach of this Section 9.6 of GPC.

- 9.7 Upon request, the Supplier shall take part in the "Faurecia Buy Beyond" initiative and complete the Corporate Social Responsibility assessment using the internet platform provided by Faurecia Group.
- 9.8 At Company's request, Supplier shall furnish Company with (i) a written record of all meetings held (or at Company's discretion, meetings anticipated in the upcoming six (6) months) among Supplier's employees, agents or designees and Government Officials in which Company's business is discussed or to be discussed; such record shall include, at a minimum: (i) the name of Supplier's representatives, (ii) the name and position of the Government Official (to the extent practicable for upcoming meetings); (iii) the Agenda, (iv) the matter(s) discussed or to be discussed; (v) any written materials shared or to be shared; (vi) any request or offer of payment or other benefit of the parties; and (vii) the detailed expense reports of the Supplier's representatives with all original supporting documentation. For the purpose of this paragraph, "Government Official" is defined as any officer, employee or contractor of a government department or agency, any public international agency, or any person acting in any official capacity, or holding themselves out as a representative of the government, department, agency or public international agency.
- 9.9 The Supplier shall be fully liable for any damages, costs and/or liabilities incurred or engaged by the Company resulting from any breach of the contractual duties specified in Sections 9.1, 9.2, 9.5 and 9.6 of the GPC. The Supplier shall be required to indemnify (including legal fees) and hold the Company harmless from all claims by third parties in relation thereto.

## **10. SUPPLIER'S PERSONNEL**

- 10.1 The Supplier shall be responsible for the monitoring, use, and reasonable payment of all employees, temporary workers, contractors, and/or other agents that it uses for the purpose of performing the Contract. The Supplier shall only use qualified and appropriately trained agents.
- 10.2 Supplier ensures to comply with all statutory laws, especially labour law and, as far as applicable, tariff agreements regarding minimum working conditions and wages. In particular, Supplier shall pay to its entitled employees the minimum wage according to the applicable labour law. This obligation shall be passed on by Supplier to the same extent to respective Subcontractors, that shall themselves obtain corresponding declarations of possible own Subcontractors.
- 10.3 The Supplier will keep the Company harmless from any damage resulting from a breach of this Section 10 of GPC.

## **11. Audits**

- 11.1 The Company shall be entitled to conduct Audits on the Supplier's premises at any time during Supplier's normal working hours upon reasonable advance notification. Within the framework of the Audits, the Company shall be permitted, among other things, to check the quality assurance measures, the Personal Data protection measures and Contractual Products and/or Contractual Services before they are carried out.
- 11.2 In general, advance notification shall be deemed to be reasonable, if it is made five (5) calendar days prior to the performance of the Audit. The Audits should not unnecessarily impede the Supplier's operational processes.
- 11.3 The Supplier declares its willingness to comprehensively cooperate with and assist the Auditor. In particular, the Supplier shall grant the Auditor access to the production facilities and other premises and provide the requested documents and information. The Auditor shall also be entitled to take Contractual Products with him for documentation purposes in order to control the compliance of the samples with the quality requirements of the Contract.
- 11.4 If the Audit reveals that the Supplier is not in compliance with the agreed upon quality standards or Personal Data security requirements, the Supplier shall promptly take all necessary and reasonable measures in order to achieve said quality standards or

requirements. In particular, the Supplier shall implement the measures agreed upon during the Audit within the agreed upon time periods.

- 11.5 If Audits are conducted as a result of problems that relate to the performance of the Contractual Products and/or Contractual Services (quality problems, delivery difficulties, Personal Data breaches, etc.) and for which the Company is not responsible, the Supplier shall be required to reimburse the Company for the reasonable documented costs incurred in connection with the Audit by way of bank transfer within twenty (20) calendar days of receipt of the invoice.
- 11.6 By way of clarification: any rights of the Company, particularly warranty and damage claims and/or right to terminate the Contract, shall not be affected by the conduct of an Audit and/or measures taken during and/or as a consequence of an Audit. In particular, the Supplier shall be required to independently review all measures and conduct them autonomously. The Company shall assist the Supplier within the framework of Audits solely with respect to compliance with its contractual duties. If the Supplier desires additional information and/or assistance, an express consulting contract must be concluded with the Company.

## **12. PRODUCTION FLEXIBILITY**

- 12.1 Unless an express quantity is stated in the Contract, including Purchase Order, the Supplier shall sell 100 percent of the Company's requirements of the Contractual Products in order to meet the Company's Customer's demand for the Contractual Products. Quantities that may be indicated in an Open Order, request for quotation, quotation, correspondence, Nomination Letter are given for information purposes only and do not represent a commitment of the Company. The actual quantities shall be specified by Releases.
- 12.2 Should the Customer impose an increase in vehicle production for which the Contractual Products and/or Contractual Services are required, the Supplier agrees to fulfil, further to the terms of the Contract, any additional requirements of Contractual Products and/or Contractual Services by the Company, at the agreed Price and without any extra payment.
- 12.3 Should the Customer impose a reduction and/or stoppage of vehicle production for which the Contractual Products and/or Contractual Services are required, the Company shall have the right, without any liability and compensation whatsoever:
- with respect to production reduction, to adjust the quantities ordered from the Supplier accordingly, without additional cost; and
  - with respect to stoppage of production, to terminate the Contract following a prior notification and in accordance with the provisions of Section 25.3 of the GPC.
- 12.4 The Supplier shall organize its production in such a way as to permit the Supplier to respond to the circumstances described in this Section 12 of the GPC. Each of the Contractual Parties shall bear its own costs resulting from such circumstances. The Supplier shall supply the Contractual Products and/or Contractual Services during the entire duration of the Contract, as may be extended, delayed, suspended and/or shortened, without any adjustments in Price, unless the Contractual Parties agree otherwise in writing form.

## **13. DELIVERY**

### **13.1 Delivery Terms**

13.1.1 Unless otherwise designated in the Contract/Purchase Order, delivery of the Contractual Products shall be made "**FCA [designated destination]**" (as that term is defined in applicable Incoterms Edition). The place and time of delivery shall be stated in the Contract. No charge shall be made on the Company for insurance, storage, parking and/or detention except as stated in the Contract.

13.1.2 The Contractual Products must be delivered in accordance with the logistics requirement agreed upon in the Contract. In particular, the delivery documents must conform to the requirements specified therein.

13.1.3 The Supplier shall (1) deliver the ordered Contractual Products, at its own expense and risk, to the place as mentioned in Section 13.1.1 of GPC. The deliveries of Contractual Products and/or performance of the Contractual Services may be performed within the working hours of the Company and/or the entity where is the place of delivery/performance, unless the Contractual Parties agree otherwise; (2) (2) unload the ordered Contractual Products, at its own expense and risk, at the place of performance of the Contract, unless the Contractual Parties agree otherwise.

## **13.2 Packaging**

13.2.1 The Supplier has to package the Contractual Products in a reasonable manner commensurate to the mode of transport, such that the Contractual Products are not damaged during transport, the loading processes, and/or storage at the destination.

13.2.2 The packaging and labelling must be in conformity with the applicable law and the provisions contained in the Contract. Additionally the packaging should be marked with appropriate symbols, warning labels and/or other signs allowing for traceability of the Contractual Products and/or given Purchase Order.

## **13.3 Timing**

13.3.1 The date(s) and/or deadlines for the delivery of the Contractual Products and performance of the Contractual Services are essential to the Company. The Supplier is aware that substantial damage can arise, if the Contractual Products and/or Contractual Services are not delivered and/or performed within these date(s) and/or deadlines.

13.3.2 Performance and/or delivery of the Contractual Products and/or Contractual Services in advance of the above dates and deadlines shall require the prior written approval of the Company.

13.3.3 The Supplier has to maintain reasonable backup processes and emergency plans ready for all Open Orders, in order to ensure the rendering of Contractual Products and/or Contractual Services during the entire term of the Open Order. The backup processes and emergency plans must, at a minimum, conform to customary automotive industry standards.

13.3.4 In justified cases pointed out solely by the Company, the Company reserves the right to postpone the delivery of the Contractual Products and/or the performance of the Contractual Services for a period not longer than 180 days counting from receipt of the Company's declaration by the Supplier. In such a case, the Company shall provide the Supplier with a declaration indicating the new delivery and/or completion date. The amendment referred to in the first sentence of this Section shall require neither a written annex to the Contract, nor an additional declaration by the Supplier and shall not affect the scope of the Contract and the Price due to the Supplier, as set out in the Contract.

13.4.5 Subject to Section 13.3.4 of the GCP, the Supplier shall in no circumstances suspend the delivery of the Contractual Products and/or the performance of the Contractual Services.

## **14. ACCEPTANCE OF CONTRACTUAL PRODUCTS AND/OR CONTRACTUAL SERVICES**

14.1 Following delivery, the Company shall check the Contractual Products and/or Contractual Services with respect to type, quantity, and obvious damage and promptly notify the Supplier of any Defects detected. Such notification shall be sent as soon as practicable from the time at which such Defect should be detectable in the ordinary course of operations. In addition, the Company shall examine the Contractual Products and/or Contractual Services within the framework of the ordinary production processes and give notice of any Defects promptly after they become known. Additional requirements regarding the incoming goods inspection set forth in provisions of any applicable legal system and/or the United Nations Convention on the International Sale of Goods shall not be applicable.

14.2 If the Supplier repeatedly renders Contractual Products and/or Contractual Services under an Open Order, the Company shall be entitled to reject defective Contractual Products and/or Contractual Services. In such case, the Supplier has to pick up the rejected Contractual

Products and/or Contractual Services at its own expense within eight (8) calendar days of receipt of notification of rejection. Following the expiration of this time period, the Company shall be entitled to send the rejected Contractual Products and/or Contractual Services to the Supplier at the Supplier's expense and risk and/or store them at the expense and risk of the Supplier.

- 14.3 In the absence of the required Documentation and/or other deliverables required for the delivery of the Contractual Products and/or performance of the Contractual Services, the delivery/performance shall be considered incomplete and shall not be settled until it is supplemented with the missing Documentation and/or deliverables.
- 14.4 Notwithstanding to Section 14.1 and 14.2 of the GPC, it cannot be presumed that the Company has collected and accepted the Contractual Products and/or Contractual Services, if the Company did not have sufficient time to inspect and/or examine the Contractual Products and/or Contractual Services, especially it concerns to hidden Defects.
- 14.5 The Particular Conditions / Purchase Orders may contain additional acceptance processes.

## **15. SPECIFIC REMEDIES FOR DELAY**

- 15.1 The Supplier expressly acknowledge and agree that if the Supplier is in Default with respect to the timing of delivery of the Contractual Products and/or Contractual Services conforming with the present Contract, including Purchase Order, the Company is entitled to claim from the Supplier the contractual penalty for delay in delivery and/or performance of the Contractual Products and/or Contractual Services in the amount of 0.2 percent (or 0.4 percent in case of serial delivery) of the net price of the delayed Contractual Products and/or Contractual Services per every commencing calendar day of delay, but not more than in total for such delay of twenty (20) percent of the net price of the delayed Contractual Products and/or Contractual Services. As being an incentive only, these contractual penalties shall not affect the Company's right to claim additional damages, compensation under applicable law up to full amount of damage and/or terminate totally and/or partially the Contract, including Purchase Order.
- 15.2 If the Company accepts the delayed Contractual Products and/or Contractual Services, the Company shall request and the Supplier shall perform the payment of the contractual penalty before the full payment of the Price.

## **16. PRICE, INVOICING AND PAYMENT TERMS**

### **16.1 General provisions**

16.1.1 The Company shall be required to pay the Price set forth in the Contract for Contractual Products and/or Contractual Services that conform to the terms and conditions of the Contract.

16.1.2 The Price shall constitute lump-sum remuneration for the Contractual Products and/or Contractual Services and shall cover all costs and expenses of the Supplier associated with the rendering of the Contractual Products and/or Contractual Services, including any costs for any Rights of Use to Background and Results, the licence, including to the Results, transports, administration, tax and other customs duties, ancillary consideration, Audits and quality controls.

16.1.3 By dispatching its Order Confirmation or starting to perform the Contractual Products and/or Contractual Services in whole or in part, the Supplier confirms that, it has received from the Company all relevant information that it needs for the determination of the Price and/or that it is aware of such information from other sources. In addition, the Supplier confirms that it is familiar with the circumstances and peculiarities of the automobile supplier business and has taken them into account in the determination of the Price.

For this reason and subject to the provisions hereinafter, the Price shall be fixed and final. The Supplier shall not be authorised to demand an adjustment of the Price as a result of circumstances and/or peculiarities, and/or a lack of information, and/or the validity of the Contract being questioned, and/or the Contract being terminated.

16.1.4 Any work, storage, Documentation, materials, equipment and/or parts specified in the Contract, as falling within the scope of the Contract and essential for the technical integrity and necessary for the proper, regular and safe operation, shall be considered to be included in the scope of the Price, unless such work, materials, equipment or parts have been expressly excluded under the Contract. For example, if a part and/or an item is not included in the specifications, although a part and/or an item may, in accordance with the customary and reasonable interpretation, fall within its scope, such a part and/or an item shall be treated as included in the Price.

## **16.2 Duties and taxes**

Prices are net of applicable taxes and customs duties. Duties and taxes shall be added by the Supplier to its invoices in accordance with all applicable laws.

## **16.3 Invoicing**

The Supplier shall deliver Invoices that:

- comply with all applicable legal requirements;
- are submitted in a form that allows them to be inspected in accordance with applicable law, generally accepted accounting principles and specific requirements set out by the Company;
- relate to a specific Contract/Purchase Order (the number of the Purchase Order has to be inserted);
- will be issued at the earliest at the date when the Contractual Products and/or Contractual Services have been delivered and/or performed;
- contain all information that is necessary in order to identify and check the Contractual Products and/or Contractual Services (including the Purchase Order number);
- contain all information related to the payments terms; and
- are sent in duplicate to the address named in the Purchase Order and are not be attached to documents delivered together with the Contractual Products.

The Company shall be entitled to reject, return and not pay Invoices that do not conform to the foregoing requirements, without the Supplier's right to charge interest, pending the clarification and submission of the corrected Invoice. Should the Invoice issued by the Supplier prove to be invalid for formal, legal and/or material reasons, the Supplier shall compensate the Company for the damage resulting from the assessment of the tax liability as well as any sanctions and interest imposed on the Company by the tax authority. Any banking costs arising outside the Company's bank shall be borne by the Supplier.

## **16.4 Payment terms and conditions**

The Contracting Parties will agree upon the payment terms in the Contract/Purchase Order.

Subject to any legal provision in force, Price shall be due and payable and paid by the Company within sixty (60) days following the date on which the Invoice has been receipt by the Company.

For the Contractual Services settled at hourly rates, the Company must approve the Supplier's working time reports in writing, while the Supplier shall submit such working time reports to the Company for approval, at the Company's request, at the latest together with the Invoice to which they refer. For the avoidance of doubt, approval of the working time reports shall not be tantamount to the acknowledgement of the Supplier's claims, while the Company shall not be obliged to pay an invoice based on the working time reports not approved in writing by the Company.

The Supplier has included in the price for the Contractual Products and/or the Contractual Services, as appropriate, the amount of any interest accrued in accordance with the applicable law for the payment periods agreed in the Contract, and/or in accordance with the payment terms set out the Contract.



## 16.5 Setoff

The Company shall be entitled to set off the Price and/or any accounts payable by the Company against any counterclaim, especially contractual penalties against the Supplier. Additionally the Company reserves the right to withhold payment for the Contractual Products and/or Contractual Services that have not been provided in accordance with the Contract; in particular, in the event of a complaint being submitted, the payment shall be withheld until the final settlement of the complaint.

## 17. WARRANTY

17.1 Unless otherwise designated in the Contract, including Purchase Order and/or the Letter of Nomination, the limitations period for defect claims shall be thirty-six (36) months from accepted delivery by the Company or acceptance of the respective Contractual Products and/or Contractual Services whichever is longer, unless the Contract, including Purchase Order and/or the Letter of Nomination specifies a different warranty period. Notwithstanding the foregoing, the Contractual Products and/or Contractual Services shall be subject to all warranties, express or implied, provided by applicable law. The Supplier agrees to remedy the Defects under the warranty free of charge, if the Defect is revealed within the aforementioned warranty period.

17.2 Supplier represents that it is a professional with expertise in the constraints of the automotive, electronics or other industry for which it is contracted hereunder, particularly in terms of quality, cost availability of materials, labour and lead times. The Supplier agrees that it is knowledgeable and capable of, and shall, in general, comply with the standards and practices of such industry(ies), as practiced by the Company and its Customers. The Supplier, which acknowledges it is an expert in its field, shall have an obligation of results and strict liability for its design (if design responsibility has been allocated to the Supplier), its manufacturing process and its technical choices in the production and fitness of the Contractual Products or Contractual Services for the purpose for which they are intended. Company's acceptance or validation of drawings, processes, specifications or initial samples will in no way reduce the warranty liability of the Supplier. The Supplier grants to the Company a warranty for the Contractual Products and/or Contractual Services for a period as mentioned in Section 17.1 of the GPC and warrants:

- that the Contractual Products and/or Contractual Services are suitable and shall conform for the agreed upon intended use (including, in the case that the Supplier is participating in the design of the Contractual Products, the performance in the component, system, subsystem and vehicle location specified by the Company and the environment in which the Contractual Products and/or Contractual Services are and/or may reasonably be expected to perform) or – if no intended use has been expressly agreed upon – ordinary use, and is designed to function on a defect-free basis for the duration of the intended use;
- that the Contractual Products and/or Contractual Services are rendered in accordance with the recognized rules of engineering – unless otherwise designated in the Purchase Order, as well as all applicable statutes and legal requirements;
- that the Contractual Products and/or Contractual Services are rendered in accordance with the drawings, Specifications, validations, and other documents that define the Contractual Products and/or Contractual Services;
- that the Contractual Products and/or Contractual Services are rendered in conformity with the initial sample, unless otherwise designated in the Purchase Order or the aforementioned documents; and
- that the Contractual Products and/or Contractual Services is free of any apparent and/or hidden Defect.

Additionally the Supplier guarantees that the Contractual Products and/or Contractual Services do not pose a threat to safety, health and/or the environment, and that they have

the approvals, permits, declarations of conformity (certificates, technical approvals, material certificates) required by the applicable regulations and standards.

- 17.3 The Supplier shall, at the request of the Company, actively participate at its own expense in Audits, discussions, and analyses that relate to the Contractual Products and/or Contractual Services and are initiated by the Company and/or the Customer.
- 17.4 In the event that the Contractual Products and/or Contractual Services does not conform to the foregoing warranty, the Supplier shall, at the request and at the sole option of the Company, repair or replace the Contractual Products or correct or perform again the Contractual Services as soon as possible but no later than in four (4) calendar days from the Supplier's notification, unless the Contractual Parties agree otherwise in writing in the given case, and without prejudice to the right of the Company's to claim for potential damages and/or to terminate the Contract. The warranty period set forth in Section 17.1 of the GPC shall be extended for the period during which the Contractual Products and/or Contractual Services have been unavailable. If the Contractual Products and/or Contractual Services are repaired or replaced, then a new warranty shall run for a new period starting from the end of the repairs or the replacement. The Supplier shall be liable for any and all costs incurred in connection with the removal of the Defect, including those related to the repair or replacement of the defective Contractual Products or its part, including (without limitation) any and all costs of transport, removal, dismantling and re-installation, work in the field and/or on site, where the defective Contractual Products are located.
- 17.5 If the time limit for remedy of the Defect resulting from the Company obligations towards the Customer is shorter than specified in Section 17.4 of the GPC, the Supplier shall remove the Defect within the time limit taking into account the obligations undertaken by the Company towards the Customer (after prior notification of the Supplier by the Company).
- 17.6 The Company may assert its warranty claims also after the expiry of the warranty period, if the Defects are detected and notified to the Supplier prior to such an expiry. If the Supplier fails to take any measures aimed at removing the Defect and/or in the event of delays in its removal, the Company shall have the right to repair and/or replace the same on its own and charge the Supplier with any and all costs, damages incurred, which shall be without prejudice to any Company's rights under the warranty.
- 17.7 If the Supplier is in delay with the performance of its obligations under the warranty granted for the Contractual Products and/or Contractual Services, the Company shall be entitled to demand from the Supplier the contractual penalties in the amount of (5) percent of the net price of the defected Contractual Product and/or Contractual Service per every commencing calendar day of delay. The demand for payment of contractual penalties shall be without prejudice to the Company's right to seek supplementary compensation in excess of the contractual penalties up to full amount of damage, where the said contractual penalties are insufficient to compensate for the damage suffered.
- 17.8 Specific Warranty. Regarding any FOSS that the Supplier has used during the performance of the Contract (included in any Result or required for the use of any Result), the Supplier warrants:
- that the software in the Results (including the FOSS) and their licenses (including the Open Source Licenses) are fit for the Results and for the project's purpose;
  - the completeness, the correctness and the accuracy of the information provided in relation to the software in the Results and their licenses (including the FOSS and Open Source Licenses) and that it has acted in compliance with the Open Source Licenses Results. The Supplier shall in particular not use in or with a Result any Copyleft software unless the Supplier has obtained Company's prior written agreement;
  - its compliance with the terms of any applicable license, in particular the Open Source Licenses with regard to the FOSS, including but not limited to, any requirements for the preservation of the text of the original license and of the "copyright" notices, and where applicable, for the making available to the Company of the corresponding source code in accordance with the applicable license;

- that the Open Source Licenses of the FOSS used in the Results do not allow or oblige the Company, its Customers or its distributors to disclose authentication information, cryptographic keys and/or any other information related to the coding of any vehicle control unit;
- the use of an agreeable FOSS tool (Blackduck or Palamida) for the FOSS contained in the Results to avoid the use of Open Source Licenses unauthorised by the Company and in particular Copyleft Open Source Licenses or Incompatible Licenses; and
- the compatibility between them of the various FOSS used and their compatibility with the proprietary licenses contained in the Results.

## **18. SUPPLIER'S LIABILITY AND PARTICIPATION BY THE COMPANY**

- 18.1 The Supplier shall be fully liable and responsible for any damage to the Company, direct and/or indirect, physical, material and/or immaterial, consequential and/or not, caused by itself and/or any of its Subcontractors, as well as for any third-party losses (including losses incurred by the Customer) with respect to the Contractual Products and/or Contractual Services and/or the performance of the Contract. The Supplier agrees to indemnify, and hold harmless the Company, subject to and in proportion to its liability, for any and all consequences arising out of such damage and/or loss, including but not limited to all additional costs invoiced by the Customer to the Company. Subject to its liability, the Supplier agrees to indemnify, defend and hold harmless the Company and/or any other Affiliated Company, for all costs related to recall campaign, corrective service action or crisis countermeasures initiated by the Company, any other Affiliated Company and/or the Customer. The Supplier shall also be responsible for the Defects in the the Contractual Products and/or Contractual Services that are revealed in the course of production and/or operation of the final product.
- 18.2 The Supplier, as an expert in its business, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by the Company in the performance of the Contract. The Supplier warrants to the Company that the performance of the Contract shall not infringe any patents and other protected intellectual property rights of third parties.
- 18.3 The acceptance by the Company of the initial samples does not release the Supplier from liability for defect, damage and/or loss, and does not imply acceptance of the Contractual Products and/or Contractual Services delivered and/or to be delivered.
- 18.4 The Company's entire liability to the Supplier for any loss, liability and/or damage, including attorney's fees, for any claim arising out of, or related to the Contractual Products and/or Contractual Services provided to the Company and/or the performance of the Contract, regardless of the form of action, will be limited to the Supplier's actual direct damages and out of pocket expenses which are reasonably incurred by the Supplier and only to the extent that sufficient and acceptable documentary evidence of such direct damages is presented to the Company. The Company will not be liable to the Supplier or any third party for any consequential damages and indirect damages, like loss of profits, loss of production, loss of contracts.
- 18.5 As the expert in its field, the Supplier shall be fully responsible for all technical decisions. Any suggestions that are given by the Company and/or other acts of participation are to be classified as advice or recommendations and are in no way to be understood as definitive or as an instruction. The Supplier shall independently check such recommendations by the Company for plausibility, state of the art, technical discrepancies, substantive correctness and completeness and adopt them as its own. If the Supplier implements advice and/or a recommendation in spite of the fact that its own review result was negative, the Supplier shall remain fully responsible, unless it was instructed to do so by the Company in writing (including the signatures of two employees of the Company with representative authority). Suggestions and/or other acts of participation by the Company shall not release the Supplier from its obligation to render defect-free Contractual Products and/or Contractual Services and meet all time periods and deadlines. Suggestions or other acts of participation by the Company

shall not release the Supplier from its obligation to render Defect-free Contractual Products and meet all time periods and deadlines.

- 18.6 The payment of contractual penalties by the Supplier shall not release the Supplier from its obligation of proper performance of the Contract.

## **19. INSURANCE**

- 19.1 The Supplier must purchase and maintain at its own costs and expense, a commercial general liability insurance from a financially sound and reputable insurance company in order to cover its liability toward the Company, our Customer and/or any third party resulting from defective Contractual Products and/or Contractual Services, product supplied as well as service provided. This insurance must include coverage for bodily injury, property damage, consequential loss as well as pure financial loss.
- 19.2 The insurance must include coverage for recall actions by the Supplier and third parties (including the Company and/or our Customer). The Supplier shall waive its right of recourse against the Company and/or our insurance company and promises to also obtain such a waiver from its insurance company.
- 19.3 The insurance must include an amount coverage of at least Twenty Million Euros (20,000,000,00 euros) per occurrence and per year for bodily injury, property damage, consequential loss with a sub-limit for pure financial loss and Third and First party recall/Rip and Tear costs of at least Fifteen Million Euros (15,000,000 euros).
- 19.4 The Supplier shall provide the Company with proof of the conclusion of the insurance contract, as well as the premium payments, upon first request.
- 19.5 Keeping the insurance available shall not limit the Supplier's responsibility. This shall also apply to the amount of any compensatory damage obligations of the Supplier.
- 19.6 The Supplier shall be required to inform the Company of the termination of the insurance contract, regardless of the reason for the termination, promptly within the termination notice period.

## **20. TRANSFER OF OWNERSHIP AND RISK**

### **20.1 Transfer of ownership**

- 20.1.1 Ownership of the Contractual Product shall pass to the Company upon acceptance.
- 20.1.2 If the Contracting Parties agree that ownership will only be transferred upon payment of the Price, the Supplier will transfer a share of the ownership of the Contractual Products to the Company pro rata the progression of the payment of the Price.
- 20.1.3 Even if the Supplier has to deliver several Contractual Products, the ownership of the Contractual Products will be transferred to the Company for each Contractual Product individually.
- 20.1.4 If the Supplier holds the Contractual Product in custody for the Company following transfer of ownership, the Supplier shall store for its own expense and risk such Contractual Products separately and label it clearly as the property of the Company. The Supplier shall be required to use the Contractual Products solely for the purpose of rendering additional Contractual Products and/or Contractual Services to the Company. Other use shall not be authorised.
- 20.1.5 The Supplier shall not be entitled to reserve ownership of Contractual Products without the express consent of the Company. The Company may only deny consent for good reason.
- 20.1.6 The Supplier shall ensure that no reservation of ownership exists on the part of its sub-suppliers or Subcontractors with respect to Contractual Products or portions thereof.

### **20.2 Transfer of risk**

- 20.2.1 The Supplier shall bear the risk of accidental destruction and/or loss of the Contractual Products until it is delivered on the Company's production site/place of delivery or accepted as the case may be.
- 20.2.2 If the Contractual Product is destroyed within one (1) year after it is delivered and/or accepted, as the case may be, for reasons for which the Company is not responsible, the Supplier shall be obligated to perform the Contractual Products again promptly and on a priority basis pursuant to a new Purchase Order to be issued by the Company in accordance with provisions set forth in Section 4 of the GPC. The provisions of the Contract (including the Price) shall be applicable mutatis mutandis to the new Purchase Order.

## **21 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

### **21.1 Background**

- 21.1.1 Each Contracting Party shall remain the owner of its Background. Use of the Background of the other Contracting Party shall, unless otherwise regulated in Section 21.1.2 of the GPC, only be permissible with the prior written consent of that Contracting Party.
- 21.1.2 If the Background of the Supplier is necessary for the use and further development of the Results and/or Contractual Products and/or Contractual Services, the Supplier shall grant the Company a Right of Use to its Background free of charge. If the Supplier cannot grant the Right of Use to its Background without the assistance of a third party, the Supplier shall reach an agreement with such third party on a Right of Use in favour of the Company.
- 21.1.3 Unless otherwise set forth in the relevant Purchase Order, the grant by the Supplier of the Rights of Use to its Background shall be compensated by the payment of the Price.
- 21.1.4 Granting by the Supplier of the Rights of Use to its Background shall mean non-exclusive, indefinite, non-terminable, and territorially and quantitatively unlimited licence for the Rights of Use to Supplier's Background that especially allows for free distribution of such Background without any restrictions and on the fields of use (exploration), as provided below. The Company shall be entitled to grant further license (sub-license) to any users without restrictions. The license for such Background shall entitle to: (1) the use to the extent necessary for its proper use in the Company's business activity as of the date of the transfer, including improvement, marketing, development, or distribution; (2) permanent or temporary reproduction, either in whole or in part, by any means and in any form, in particular for the purpose of marketing, displaying, applying, saving, recording, transmitting and storing; (3) translation, adaptation, changes to layout or any other changes, while retaining the rights of the author of such changes; (4) any distribution (including copies), lending, rental, performance, display, exhibition, reproduction, broadcasting and re-broadcasting, introduction to IT networks, marketing, leasing, use for the purpose of modifying the Contractual Products, and their extension.

### **21.2 Results**

- 21.2.1 All Results shall belong to the Company. As the owner of the Results, the Company may, for all countries, freely use, grant Right(s) of Use, operate or transfer the Results. Use of the Results by the Supplier and/or third parties shall only be permissible with the prior written consent of the Company.
- 21.2.2 If necessary and legally permissible, the Supplier shall be required to transfer all ownership rights and/or other possessory rights to the Results, to the Company or, if a transfer is not legally permissible, grant the Company a Right of Use of such rights, irrevocable which shall be exclusive to the extent possible. The Supplier shall undertake the transfer of the Right of Use incrementally as the Results come into existence.

- 21.2.3 Unless otherwise set forth in the relevant Contract/Purchase Order, the transfer of the Results shall be compensated by the payment of the Price.
- 21.2.4 Within the Price for the Contractual Products and/or Contractual Services, as appropriate, the Supplier grants to the Company the exclusive licence to all the Results, Documentation and Software (*shall mean any software and applications developed by the Supplier based on the information and/or specifications provided by the Company or developed for the Company under the Contract, or any other software and/or applications intended for the Company or ordered by the Company under the Contract or as the subject of the Contract as well as embedded and intended for use by any user or necessary for the operation of the Contractual Products, or delivered as an integral part of the Contractual Products*), within the scope and in the manner described below:
- upon the transfer of such Results, Documentation and Software, regardless of the form and manner of transferring and the fact of confirmation or failure to confirm the acceptance by the Company, the Supplier shall grant to the Company the exclusive licence to this Results, Documentation and Software in the fields of use indicated below. In addition the Supplier shall provide the Company with the source codes for the them;
  - the exclusive licence shall apply to the following fields of use (exploration): (1) the use to the extent necessary for its proper use in the Company's business activity as of the date of the transfer, including improvement, marketing, development, and/or distribution; (2) permanent and/or temporary reproduction, either in whole or in part, by any means and in any form, in particular for the purpose of marketing, displaying, applying, saving, recording, transmitting and storing; (3) translation, adaptation, changes to layout and/or any other changes, while retaining the rights of the author of such changes; (4) any distribution (including copies), lending, rental, performance, display, exhibition, reproduction, broadcasting and re-broadcasting, introduction to IT networks, marketing, leasing, use for the purpose of modifying the Contractual Products, and their extension;
  - the Supplier authorizes the Company to make any modifications, including the source code, as well as translations thereof into other languages; and
  - upon the release of Results, Documentation and Software, the Company shall acquire the ownership of the medium on which such Results, Documentation and Software were released to the Company, within the Price for the Contractual Products and/or Contractual Services, as appropriate.

### **21.3 Intellectual and/or Industrial Property Rights of third parties**

- 21.3.1 The Supplier shall ensure that it is not using any Intellectual and/or Industrial Property Rights of third parties (including the Subcontractors) within the framework of the performance of the Contract.
- 21.3.2 If the Supplier needs to use Intellectual and Industrial Property Rights of third parties, it shall require the prior written consent of the Company, and if authorised, it shall conclude a license agreement with said third parties which should also contain an appropriate Rights of Use in favour of the Company. The Supplier shall bear any royalty payments and/or other remuneration that is incurred for the use of such Intellectual and Industrial Property Rights of third parties.
- 21.3.3 The Supplier warrants that the use of the Background, Results and the Contractual Products and/or Contractual Services by the Company does not infringe and/or will not infringe any Intellectual and Industrial Property of any third party. The Supplier shall guarantee and hold the Company, and/or Faurecia Group and/or the Customer harmless against any judicial and/or extrajudicial claims asserted in any manner by a third party on the grounds of infringement of Intellectual and Industrial Property resulting from the use of the Background, the Results and the Contractual Products and/or Contractual Services.

The Supplier shall bear all costs, expenses and financial consequences resulting from these proceedings. The Supplier will be responsible for and shall coordinate substantial decisions in relation to the above proceedings with the Company and/or Faurecia Group, in particular, conclusion of settlement agreements, withdrawal of complaints, acknowledgment of claim, etc. The Company shall notify the Supplier forthwith upon being aware of the above actions, and conversely.

21.3.4 Without prejudice to the Company's right to terminate the Contract and right to damages, should the Company be required to cease the use of all or part of the Results and/or Contractual Products and/or Contractual Services, the Supplier undertakes to immediately implement at its sole expense, and at the Company's sole discretion, one of the following remedies:

- obtain from the relevant third party a right of use for the Results and/or the Contractual Products and/or Contractual Services for the Company, Faurecia Group and/or the Customer with no additional cost; and
- replace or modify the Contractual Products and/or Contractual Services within a reasonable time period only to the extent necessary to cease any infringement of the third party's Intellectual and Industrial Property Rights, as described in Section 21.3.2 of the GPC.

Promptly upon the Company's request, the Supplier agrees to recover at its sole expense, any of the Contractual Products and/or Contractual Services stored on any of our sites that the Company is no longer able to use.

21.3.5 More specifically, regarding any FOSS that the Supplier intends to use during the performance of the Contract (included in any Result or required for the use of any Result), the Supplier shall:

21.3.5.1 disclose to the Company prior to the execution of the Contract and then, if applicable, during its performance the exhaustive, comprehensive and detailed list of the FOSS that the Supplier intends to use (included in any Result or required for the use of any Result), including in particular the name of each FOSS, the name of the Open Source License, the version or revision numbers and the indication of origin (the original download URL);

21.3.5.2 submit to the Company, in due course, the full copy of the Open Source Licenses and any other useful information to fully understand the terms of the Open Source Licenses pertaining to the FOSS related to Results by identifying Copyleft Licenses distinctly;

21.3.5.3 not supply to the Company and, particularly, shall not include in or with any Result (i) any FOSS for which the Company has not granted its prior written agreement for the underlying Open Source License terms and/or (ii) any software subject to an Incompatible License which may lead to incompatibility of the different FOSS used or their incompatibility with proprietary licenses contained in the Results. The Supplier shall in particular not use in or with a Result any Copyleft software unless the Supplier has obtained Company's prior written agreement;

21.3.5.4 disclose prior to the delivery of any Result to the Company a report (i) identifying the FOSS and Open Source Licenses effectively used by the Supplier, (ii) resulting from the use of an agreeable FOSS audit tool;

21.3.5.5 insofar as the Supplier has modified the FOSS contained in the Results, additionally provide the Company with all build scripts, in order to enable the Company to create and use an executable version of the FOSS contained in the Results.

The Supplier acknowledges the non-confidential nature of the information communicated to the Company under the present Article 21. The Company may communicate the said information to any third party.

During the Contract and the period defined between the Parties for the update support of the Results, the Supplier undertakes to provide to the Company the source code and the corresponding object code as well as any other element required by each applicable Open Source License, in an open format: (i) at the time of delivery of the concerned Result containing FOSS; (ii) at the time of each update and upgrade of the Result containing FOSS; (iii) within a reasonable period of time upon the Company's request.

## **22 CONFIDENTIALITY**

**22.1** The Contracting Parties undertake to treat in a confidential manner any information of any nature whatsoever, in whatever form (including oral, written, magnetic or electronic form) in particular but not limited to any commercial and financial documents, technical details, data, Specifications, the Results, software, business plans, designs, studies, recommendations, Personal Data, Know-How and other Intellectual and/or Industrial Property Rights, herein after the Confidential Information, of which they become aware as a result of the Contract. Confidential Information shall not encompass information that :

- was already in the public domain, or
- had become accessible to the public other than through the Contracting Parties having failed in their contractual obligations, or
- has been legally received from a third party who was completely at liberty to disclose, or
- has to be disclosed by of a statutory provision, a judgement or any other decision from a regulatory authority.

22.2 Each of the Contracting Parties undertake:

- not to use the Confidential Information for any other purpose than the performance of the Contract;
- not to disclose or reveal in whole or in part, directly or indirectly, to any third party the Confidential Information, unless such disclosure is necessary for the performance of the Contract and has been approved by the other Party. In such a case, the Contracting Party which discloses Confidential Information shall ensure that such third party accept to be bound by the same terms and obligations as set forth herein; and
- not to copy or reproduce in whole or in part the Confidential Information except when necessary for the performance of the Contract.

22.3 Drawings, models, templates, samples, and similar objects may not be provided or made available to unauthorized third parties. The reproduction of such objects shall only be permissible within the framework of operational needs and provisions of copyright law.

22.4 Notwithstanding the provisions of Section 3 of the GPC, if the Contracting Parties have concluded a separate confidentiality agreement, the provisions of the confidentiality agreement shall have priority over this Section 22 of the GPC.

## **23 PERSONAL DATA PROTECTION**

### **23.1 General provisions**

23.1.1 The Supplier undertakes to comply with the commitments and obligations provided for in this Section and to ensure that the terms of the Contract are respected by its staff, whether permanent or non-permanent, and any Subcontractors, in particular by passing on commitments and obligations similar to those set out below. As such, the Supplier undertakes to ensure that persons authorized to process the Personal Data are trained on Personal Data security issues and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

23.1.2 For the purpose of Sections 23 and 24, the Company concludes this Contract on its behalf, and in the name and on the behalf of the Affiliated Companies, as the case may be (where either of such Affiliated Company instead of the Company, would be



the Personal Data Controller for the purpose of these Sections). The Parties undertake to process any Personal Data in accordance with laws applicable to the data processing operations and with the "EU General Data Protection Regulation" n°2016/679 when applicable.

- 23.1.3 Under current regulations, the Company may be the "Personal Data controller" of its Personal Data, in particular for the Personal Data of its clients and / or its employees, or processes Personal Data for its clients (as a "Personal Data processor").
- 23.1.4 For the purposes of the Contractual Products and/or Contractual Services and except if the Purchase Order or the Particular Conditions state otherwise, if the Company communicates Personal Data to the Supplier or gives the Supplier access to the Personal Data under its control, the Supplier should be considered as a "Data processor" under the applicable regulations. In this case, the Company retains full control over the Personal Data communicated to the Supplier.
- 23.1.5 It is expressly agreed that, under the contractual relationship and in the case of the processing of Personal Data, the Supplier shall act exclusively on behalf of the Company, on the basis of and in accordance with the stipulations of these Contract as well as the instructions of the Company. As such, the Supplier undertakes and warrants not to exploit or use, not to make copies nor to create files of the Personal Data contained in the information systems of the Company for its own needs or for the account of third parties.
- 23.1.6 Each Contractual Party shall carry out all the formalities required by the processing of Personal Data with the competent data protection authorities. Similarly, Parties will produce and document all relevant mandatory documents (internal records, etc.). The Supplier undertakes to provide the Company with all relevant information concerning formalities, internal or external records or any information necessary for the completion of their own formalities and internal documentation (if applicable: risk analysis, data protection impact assessment, etc.) or to demonstrate compliance to applicable data protection regulation.
- 23.1.7 The Supplier undertakes to strictly follow the provisions of all specific agreements relating to Data Protection matters, such as any eventual "Controller to Processor Agreements" or "Processor to Processor Agreements" signed between the Provider and the Company.
- 23.1.8 The Supplier shall only provide Contractual Products and/or Contractual Services and/or Equipment which conform to the "Privacy by design principle" as enacted in the EU General Data Protection Regulation n°2016/679.
- 23.1.9 The Supplier undertakes to cooperate in the most efficient manner with the Company in order to protect and to allow the exercise of the rights of a person whose Personal Data it processes ("data subject") on behalf of the Company (or the Company's clients). The Supplier informs immediately the Company of any complaint sent to the Supplier by any data subject
- 23.1.10 The Supplier undertakes also to take into account immediately any request from the Company to allow the data subject concerned to exercise his rights. It also undertakes to provide the Company with all relevant information enabling it to justify to the data subject the implementation of his rights. The Supplier also shall provide the Company with all relevant information concerning the recipients of the Personal Data so that the latter is able to inform the data subject by the processing of said Personal Data and to respond to their requests.
- 23.1.11 If Personal Data came from the Company or from any Affiliated Company located in European Union or concerns EU citizens, the Supplier undertakes to:
- process Personal Data only inside the European Union or in third countries which do have an "adequate level" of Personal Data protection under applicable regulations ;
  - or
  - Or benefit from a specific decision by a Personal Data protection authority (BCR, etc.) authorizing the Supplier to transfer Personal Data from the Company to third countries.

23.1.12 Inform the Company at any time, at the request of the Company, of the geographical locations of the processing, storage and transit of the Personal Data which have been transmitted to the Supplier.

23.1.13 The Parties undertake to cooperate in order to be able to respond to the competent data protection authorities (requests, controls, audits, etc.). Within this framework, the Supplier will provide without any delay all relevant information to the Company to meet the requirements and requests of the data protection authorities.

## **23.2 Security / Cyber Security**

23.2.1 In order to perform the Contractual Products and/or Contractual Services, the Supplier undertakes to ensure the complete security of the processing of data transmitted by Faurecia or which Faurecia give access to (Personal Data or not), and in particular to protect them against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, in particular where the processing of the data involves the transmission of the data within a network, as well as against any other form of unlawful processing or communication to unauthorized persons.

23.2.2 For this purpose, the Supplier undertakes to:

- ensure the security of his information systems in accordance with the commercial best standards and at least sufficient for the performance of the Contractual Products and/or Contractual Services and/or Equipment;
- provide Faurecia with the security policies (physical or logical) set in place and justify to Faurecia, on first demand, the level of competence and organizational and technological control by producing any recognized qualification, authorization or certification (ISO 27001, etc.), and in particular: technical documentation, the results of yearly risks analysis and tests of the efficiency of the security of the information;
- comply with Faurecia's security policies, security standards and security procedures;
- encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art;
- implement and maintain appropriate technical and organizational measures and other protections for the proper security of all information, by not loading any Company Confidential Information on any laptop computers or portable electronic devices or any portable storage media that can be removed from Supplier's premises, unless such Information has been encrypted;
- Secure the exchange of Personal Data (encryption, authentication) with the Company or with the Company's clients, so that they cannot be exploited by an unauthorized third party, and
- implement protection of password theft or loss or unauthorized access or use of information, including implementation and enforcement of physical security measures at Supplier's premises with respect to access and maintenance of information that are at least equal to industry standards for such types of premises.

23.2.3 The Supplier undertakes to ensure that all Contractual Products and/or Equipment supplied and/or Contractual Services provided to Faurecia, be exempt from all the Vulnerabilities (defined as a security breach or a design defect enabling an attack) made public on that date and which may be detrimental to the security of Faurecia's Personal Data or information system or the Personal Data of Faurecia's clients or their information systems.

23.2.4 The Supplier undertakes, as soon as a new Vulnerability in the Contractual Product and/or the Equipment supplied and/or Contractual Service provided has been identified by himself, their Subcontractor, any third party or via a public information, to inform immediately Faurecia and fill this Vulnerability or set up any other solution for this purpose that does not affect the price, the performances, the functioning of the Contractual Product and/or the Equipment and/or the Contractual Service provided,

or the security of Faurecia's Personal Data or information system or the Personal Data of Faurecia's clients or their information systems. The solution must be provided by the Supplier as soon as possible considering the type of Vulnerability.

- 23.2.5 The Supplier guarantees the traceability and preservation of evidence for at least one year (unless otherwise provided by law) of the actions and the management of the proof of all his obligations regarding the security and confidentiality of the Personal Data.
- 23.2.6 In the event of a cyber security incident or data security breach (each, a "**Cyber Security Event**") that causes any actual or potential breach by Supplier of this Contract, GPC, Particular Conditions or any Purchase Order, including without limitation any delay in supplying the Contractual Products or performing the Contractual Services or access to information, Supplier shall inform Company by telephone call, and by text or email, of such cybersecurity incident, as soon as reasonably possible, but in any event within twenty-four (24) hours of Supplier discovering such Cyber Security Event. Supplier shall (i) Provide Company with a summary of known information about such Cyber Security Event; (ii) implement required remedial measures to remedy the effects of such Cyber Security Event; (iii) provide specific information about the Cyber Security Event and response upon request by Company; (iv) provide an investigation of root causes and vulnerabilities leading to the Cyber Security Event; (v) within seven (7) days following the completion of such investigation; provide a written report to Company, including a detailed description of the Cyber Security Event; causes leading to such event; how Supplier has mitigated against future events; a timeline of the Cyber Security Event; suspected perpetrators of the Cyber Security Event; the information or access to information may have been affected by such Cyber Security Event; and any financial impact to the Company related to such Cyber Security Event.
- 23.2.7 In connection with the above, Supplier shall, at its sole cost and expense, promptly investigate the Cyber Security Event and cooperate fully with Company in its investigation of the same, including by providing access and information to Company, as or when requested by Company. Supplier shall fully implement all required remedial actions identified by Supplier or by Company, to stop such Cyber Security Event from continuing, or prevent a future event, not later than thirty (30) days' following the completion of Supplier's investigation of such incident, or such sooner time as is necessary to restore the security and Supplier's performance of obligations under any Purchase Order. Supplier shall provide Faurecia with the name and contact information of one or more primary security representatives of Supplier who may be reached by Company twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- 23.2.8 In the event Company has suffered a loss as a result of any Cyber Security Event in connection with the payment for the Contractual Products or Contractual Services under this Contract, Supplier shall only be entitled to receive payment under the Purchase Order for such Contractual Products and/or Contractual Services only after, and to the extent of, and in proportion to, Company's completion of any and all investigations related thereto and subject to all indemnification obligations of Supplier, and all set-off rights of Company under this Purchase Order.
- 23.2.9 The Supplier's information systems shall not contain any virus, malware, Trojan Horse, worm, time bomb, spyware, or other computer programming routine, device or code that could reasonably be anticipated to damage, delete, destroy, replicate, lock, disable, hold hostage, or otherwise detrimentally interfere with, surreptitiously intercept or expropriate any system. Supplier shall implement all required measures and other protections to ensure that its information systems do not contain any of the foregoing, including any backdoor or other computer programming routine, device or code that could adversely affect the security or confidentiality of Company's systems or Information.
- 23.2.10 The Supplier shall indemnify and hold Company and Customer(s), and their respective Representatives, contractors, invitees, successors and assigns, harmless from and

against all liabilities, claims, demands, losses, costs, damages and expenses of any kind or any nature (including consequential and special damages, personal injury and property damages, lost profits, production interruption costs, inspection, handling, reworking charges, trapped labour, professional and other legal fees and other costs associated with Company's administrative time, labour and materials) arising from or in connection with Supplier's or Supplier's Subcontractor's business or information systems relating to any Cyber Security Event. No limitations of Company's rights or remedies in any of Supplier's documents shall operate to reduce or exclude such indemnification

### **23.3 Personal Data breach**

23.3.1 If the Supplier suffers from a security incident or a Personal Data breach of the Company's Personal Data (or the Personal Data of the Company's clients), the Supplier undertakes to immediately alert the Company after becoming aware of it. The Supplier undertakes to provide a 24/7 and 365 days/year contact for the management of the Personal Data breaches.

23.3.2 The Supplier undertakes to help the Company, at no cost, to implement any action aimed at dealing with these Personal Data breaches, including by notifying the relevant authorities and the persons concerned by those breaches. In this context, he will have to:

- Assist the Company regarding any legal or regulatory formalities;
- Provide all the relevant information to the Company to assess the extent of the Personal Data breach;
- Promptly specify the procedures used for the safeguard and remediation to manage these Personal Data breach, as well as their impact on the protection of the information system and data security;
- Cooperate and synchronize its communication with the Company on these Personal Data violations to regulators, the media, the the Company's clients or the data subjects concerned.

### **23.4 Personal Data deletion**

23.4.1 During the term of the Contract or at the end of it and according to Section 22 of GPC, the Supplier must, at the request of the Company, delete and/or return without delay to the Company all or part the Company's Personal Data or the Personal Data of the Company's clients and deletes existing copies unless, European Union or Member State law or other country law requires otherwise.

23.4.2 The deletion is made in a secured manner and definitive (without possibility of reconstitution) and concerned all the Supplier's and Subcontractor's equipment or information systems used to process Data.

23.4.3 The Supplier will ensure that its Subcontractors do the same within a reasonable time and must provide proof to the Company.

### **23.5 Subcontractors**

23.5.1 Any Subcontractor hired by the Supplier shall be compliant with subcontracting principles set by the on the processing of Personal Data and, in particular, shall stipulate that all the same Data Protection obligations, standards and security policies as set out in the Contract and specifically in this Section 23 of the GPC.

23.5.2 The supplier undertakes to implement contracts with its Subcontractors which clearly establish their responsibilities and obligations for the processing and security of the Personal Data transmitted.

23.5.3 The Supplier shall be responsible for the performance by the Subcontractor of the obligations set out in this Section regarding the processing of Personal Data and security.

The Supplier maintains a list of Subcontractors processing the Company's Personal Data or the Personal Data of the Company's clients. This list will be updated at least once a year.

## **24 SAMPLES, PROTOTYPES, TOOLING**

- 24.1** The Supplier shall transfer the ownership, title and risks of the Equipment that the Supplier manufactures and/or causes to be manufactured within the framework of the Contract to the Company, which accepts said transfer of ownership, title and risks. The transfer of ownership, title and risks shall be determined in accordance with Section 20 of the GPC.
- 24.2** If the Company makes the Equipment available to the Supplier by way of loan for the purpose of performance of the Contract, the Contracting Parties shall conclude a corresponding loan contract prior to the use of such Equipment by the Supplier. The statutory provisions shall apply, if the Contracting Parties do not conclude a separate loan contract. The Equipment may be used only to perform the Contract and may not be sub-loaned, made available to a third party, reproduced, copied, pledged or granted as security. The Supplier will inform the Company, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment.
- 24.3** The Equipment must be fitted with a plate positioned in a visible place which indicates the identification number, the name of the owner of the Equipment, in accordance with details provided by the Company, and the words " "Property of FAURECIA which may not be sold, transferred, or pledged" at the Supplier's expenses.

As the custodian of the Equipment, the Supplier will warrant the Equipment against the risks of loss, theft, damage or destruction. As a prudent and careful user, the Supplier will keep the Equipment in good working order and will be responsible for any extraordinary wear and tear or deviations in the manufacturing process. The Supplier will inform the Company, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment. The Supplier will take out all necessary insurance to cover the replacement value of the Equipment, as well as liability insurance policies against damage that the Equipment may cause to third parties. The Supplier will provide proof of insurance at least once a year during the term of the Contract.

- 24.4** The Supplier shall be restricted in its use of any Tooling or Equipment such that Supplier may only use such Tooling or Equipment solely for purposes of performing its obligations to the Company or Company's Customer under the applicable Purchase Order.

## **25 TERMINATION**

### **25.1 Ordinary termination**

- 25.1.1 The Company shall be entitled to terminate the Contract, including Purchase Order partially and/or entirely in writing at any time without a statement of grounds and without any compensation towards Supplier with a reasonable termination notice period of at least three (3) months.
- 25.1.2 The Supplier shall be entitled to terminate unlimited-term Open Orders in writing at any time without a statement of grounds with a termination notice period of at least six (6) months. In the case of serial delivery, this right of termination shall only be permitted, if the time span between the end of the Contract/Purchase Order and the expected end of serial delivery (EOP) is less than two (2) years. The duty to provide substitute delivery of replacement parts shall not be reflected in the calculation of the time span.

### **25.2 Termination in the event of breach of Contract**

If the Supplier breaches material provisions of the Contract, including Purchase Order, the Company will ask the Supplier in writing to cease the breach and to remedy its substantial consequences, in particular by taking (i) adequate measures to secure performance of the Contract and (ii) all other required appropriate corrective actions within a reasonable period of time.

The Company shall be entitled to terminate the Contract, including Purchase Order after the expiration of the said time period and only if the Supplier has failed to implement such

measures and corrective actions with immediately effect unless otherwise provided by mandatory law and without any compensation towards Supplier.

The Company may immediately terminate, in whole or in part, any Purchase Order if Company determines, in its sole discretion, that Supplier has breached its obligations to perform in compliance with Company's Code of Ethics, QAA and related policies. In such case, Supplier shall be liable for all costs, damages and expenses caused by or resulting from such default.

### **25.3 Termination due to Customer Termination**

25.3.1 If for any reason whatsoever, the Customer does not award the Company for the program for which the Contract is entered into, the Company shall be entitled to terminate the Contract, including Purchase Order. Such termination shall take effect immediately upon receipt of the notice of termination, unless otherwise provided by mandatory law and without any compensation towards Supplier.

25.3.2 If for any reason whatsoever, the Customer ends the contract with the Company for the program for which the Contract is entered into, the Company shall be entitled to terminate the Contract, including Purchase Order without any compensation towards Supplier. The notice period shall be three (3) months, however, in no event it shall be longer than the notice period of the Customer.

### **25.4 Termination for prolonged Force Majeure**

If the performance of the Contract is prevented and/or suspended by reason of an event of Force Majeure and such suspension lasts for more than two (2) continuing months, the Contracting Party not prevented by the event of Force Majeure from executing its contractual duties may terminate the Contract, including Purchase Order without any liability whatsoever and without any payment and/or compensation, upon written notice to the prevented Contracting Party. Such termination shall take effect immediately upon receipt of the notice of termination.

### **25.5 Termination in the event of "Change of Control"**

The Company shall be entitled to terminate the Contract, including Purchase Order in writing with a reasonable notice period, if subsequent to the effective date of the Contract, if a third party directly or indirectly assumes control of the Supplier. "Control" within the meaning of this Section shall mean that a third party directly or indirectly obtains at least fifty percent (50%) of the shares or voting rights at the shareholders' meeting and/or any decision making corporate body of the Supplier.

## **26 CONSEQUENCES OF THE EXPIRATION OR TERMINATION OF THE CONTRACT**

Provisions of the Contract that, by their nature, extend beyond the end of the Contract shall remain valid after the end of the Contract. This shall apply regardless the reason for which the Contract comes to an end.

Upon termination of the Contract for any reason and against reasonable consideration, the Supplier shall immediately, upon demand by the Company, deliver to the Company all inventories of raw materials and parts, work-in-process and/or finished Contractual Products and/or any related safety equipment used in the performance of the Contract and which are in its possession at the effective date of termination.

## **27 FORCE MAJEURE**

**27.1** In case of Force Majeure, the Contracting Party which is prevented to perform its obligations as per the present Contract shall not be held liable toward the other Contracting Party.

**27.2** Each Contracting Party shall promptly inform the other Contracting Party of the existence of Force Majeure and take the necessary measures in order to keep the negative effect to a minimum.

During any delay or failure of the Supplier to perform due to Force Majeure, the Company shall have the right to take all necessary measures to secure the continuous delivery of the Contractual Products and/or Contractual Services, including but not limited to, manufacturing or performing such Contractual Products and/or Contractual Services itself or purchasing the Contractual Products and/or Contractual Services from another source and Supplier shall reimburse Company for any difference in cost in procuring such Contractual Products or Contractual Services, including but not limited to price differences, expedited shipping/freight costs or similar costs.

- 27.3** The Supplier, at its sole cost and expense, shall use best efforts to mitigate any adverse effects or costs to Company due to any actual or potential delay, including (i) the implementation of a production contingency plan; (ii) expedited freight and shipping; (iii) sourcing through alternative locations/jurisdictions; and (iv) upon Company's express written authorization, increasing Supplier's inventory of finished goods or Contractual Products to a level sufficient to sustain deliveries during such delay. The Supplier will cooperate with the Company in securing alternate supplies, providing requested information, including specifications and processes, as to the event and duration, and in any investigation into whether an event is under the Supplier's reasonable control or not.
- 27.4** The Company may delay acceptance of delivery of the Contractual Products and/or performance of the Contractual Services by reason of an excusable delay. In such case, Supplier shall hold the Contractual Products or delay performance of the Contractual Services, at Company's direction and at no cost to Company, until the cause of the excusable delay has been removed.
- 27.5** Without limiting Supplier's obligations hereunder, in the event of any supply allocation, including as a result of a Force Majeure Event, Supplier shall give preference to the Company for all of the Contractual Products and dedication of persons for the delivery of the Contractual Services ordered under any Purchase Order.
- 27.6** For the avoidance of any doubt, the Supplier shall not be able to invoke delays on the part of its own suppliers or subcontractors unless the cause for these delays may be considered an event of Force Majeure under this clause.

## **28 SPARE PARTS**

- 28.1** The Supplier agrees to manufacture spare parts for the Contractual Products according to the terms of the Contract and according to the after-sale needs conveyed to the Supplier by the Company. Without limiting the foregoing, the Supplier shall supply the Company with spare parts, at any time, on simple request of the Company and throughout the term of the Contract and for the additional period during which the Customer is likely to order spare parts from the Company.
- 28.2** The Supplier agrees to maintain in good condition all tools and equipment necessary to produce spare parts, and all corresponding drawings, designs and manufacturing processes until the end of the period of time mentioned in article 28.1.
- 28.3** The price of spare parts shall be the same as the Price in effect during the manufacturing program, to which may be added specific conditioning and transportation costs as agreed by the Company provided that sufficient evidence of such conditioning and transportation costs are provided by the Supplier to the Company.

## **29 APPLICABLE LAW - JURISDICTION**

- 29.1** The Contract/Purchase Order is governed and should be interpreted by the Czech law, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods. The Parties exclude application of any standard business practices, sectoral business practices or business practices established between the Parties. The Parties further exclude application of Section 557 (*contra proferentem* principle), Section 1793(1) (gross disparity / *laesio enormis*), Section 1765 (change of circumstances) and Sections 1799 and 1899 (adhesion contracts) of Act no. 89/2012 Coll., the Civil Code.

**29.2** Any dispute arising in connection with the Contract/Purchase Order which cannot be settled amicably (in 30 days from the notification about a claim) shall be submitted for resolution to the jurisdiction of the competent court at the Company's place of registration.

## **30 GENERAL PROVISIONS**

### **30.1 Subcontractors**

The Supplier shall only be permitted to use Subcontractors to render Contractual Products and/or Contractual Services and/or portions thereof with the prior written consent of the Company. The Supplier shall be required to contractually and organizationally ensure that the Subcontractors are properly trained and comply with the provisions of the Contract (particularly the non-disclosure obligation).

Consent by the Company shall not limit the liability of the Supplier. The Supplier shall be liable on an unrestricted basis for the acts and omissions of the Subcontractor.

### **30.2 Assignment of claims**

The Supplier shall not be entitled to assign claims arising from the Contract/Purchase Order to third parties without the prior written consent of the Company. The Company may not unfairly deny consent. If an extended reservation of title of a supplier of the Supplier is present, consent shall be deemed to be given following separate written notice (a notice on the delivery note or on an invoice shall not suffice). If the Supplier assigns its claims against the Company without the necessary consent, the Company can, at its discretion, render performance to the Supplier or the relevant third party with obligation-discharging effect.

### **30.3 Setoff and retention**

The Supplier shall only be entitled to set off any claims against the Company, if such claims have been acknowledged by the Company and/or judicially established. This shall apply mutatis mutandis to rights of retention of the Supplier.

### **30.4 Relationship of the Contracting Parties**

If not explicitly agreed differently in writing, the Contract should not be interpreted as:

- constituting a de facto company, a joint venture, an agency, a foundation, or any other association of any kind between the Contracting Parties; or
- constituting a joint and several liability between the Company and the Affiliated Companies and/or between the Affiliated Companies among themselves; or
- permitting to one of the Contracting Parties, towards a third party, to act or to declare itself as having the authority to act as an agent, a representative, or by any other means, to commit or to bind the other Party at any obligation; or
- constituting an exclusive engagement, profiting to the Supplier for the delivery of the Products and Services.

### **30.5 Transfer of the Contract**

The Company is entitled to assign in whole or in part this Contract/Purchase Order to the Affiliated Companies and/or to any third party that acquire the relevant portion of the Company and/or of its Affiliated Companies and the Supplier hereby grants its consent to such assignment. The Supplier shall be entitled to terminate the Contract/Purchase Order promptly within a reasonable period after the transfer thereof, if the Supplier proves facts, on the basis of which it appears highly probable that the third party cannot perform the contractual duties of the Contract/Purchase Order on a sustained basis.

### **30.6 Severability clause**

Should any provision of the Contract/Purchase Order be void, invalid, illegal, unenforceable, or in violation of any applicable laws, by virtue of a judicial decision, arbitration award, competition regulatory body's decision, and/or any other regulatory bodies' decision, and/or under any applicable laws, the provision of the Contract/Purchase Order thus affected shall



be curtailed and limited only to the extent necessary to bring it within the requirements of the laws, and all other provisions of this Contract/Purchase Order not affected and/or impaired shall remain in full force and effect. The Contractual Parties are in such event obligated to renegotiate in good faith and replace such void, invalid, illegal, unenforceable provision and/or provision in violation of the applicable laws, by a valid provision as nearly as possible to the original intention of the Contractual Parties in accordance with the applicable laws

### **30.7 Dates, Working Days and Measures**

Unless otherwise regulated,

- all dates shall be subject to the Gregorian calendar.
- working days shall be all week days with the exception of Saturdays, Sundays and public holidays at the registered seat of the Company.
- for all physical quantities the International Systems of Units (SI) of the International Bureau of Weights and Measures shall apply.

### **30.8 No waiver**

The fact that one of the Contracting Parties does not use a right arising from this Contract/Purchase Order and/or by statute at any point in time and/or demand the use of such right by the other Contracting Party shall not constitute waiver of the use of such right. The Contracting Party shall be entitled to continue to assert such rights.

### **30.9 Proof of origin**

The Supplier shall provide with each invoice a certificate of origin for the Contractual Product or as applicable, the Supplier has to provide by January 15th of each year his long-term-supplier's declaration related to the products having preferential as per Regulation (EU) No. 952/2013 of the European Parliament and of the Council, of 9 October 2013, laying down the Union Customs Code, and Commission Implementing Regulation (EU) 2015/2447, of 24 November 2015, laying down detailed rules for implementing certain provisions of Regulation (EU) No 952/2013 of the European Parliament and of the Council laying down the Union Customs Code. The declaration must be valid for the respective calendar year (i.e., from January 01 – December 31 of the year). If there are any changes, the Supplier shall promptly notify the Company and send a new long-term supplier declaration on an unsolicited basis.

Where applicable, if the Supplier does not fulfil the aforementioned obligation within the required time limit, or if he makes contradictory statements regarding the preferential treatment of Contractual Products, the Supplier shall hold harmless and indemnify the Company against all financial consequences due to Supplier's failure to comply with the above obligation.