PLASTIC OMNIUM
Auto Exterior division

General Purchasing Conditions

TABLE OF CONTENTS

1 Definitions 1
2 Scope 2
3 Contractual documents 2
4 Purchase Orders 2
5 Releases 2
6 Modification of the Contract 2
7 Non exclusivity 2
8 Information, advice, warnings 3
9 Volumes - Flexibility 3
10 Security plan 3
11 Spare parts 3
12 Compliance with laws 3
13 Anti-corruption commitments 3
14 Hazardous materials 4
15 Buyer policies 4
16 Certifications 4
17 Work performed within Buyer's sites 5
18 Employees 5
19 Lending of Tooling 5
20 Controls 5
21 Shipping and delivery 6
22 Delivery lead times 6
23 Acceptance or rejection of the Supply 6
24 Administrative fees 7
25 Price, invoicing and payment terms 7
26 Warranty 7
27 Liability 8
28 Insurance 8
29 Transfer of title 9
30 Transfer of risks 9
31 Intellectual property rights 9
32 Confidentiality 9
33 Term of the Contract 10
34 Termination 10
35 Effects of termination or expiration of the Contract 10
36 Force majeure 11
37 Subcontracting – Assignment – Change of control 11
38 Jurisdiction – Applicable law 12
39 Miscellaneous 12

1 DEFINITIONS

Affiliated Company(ies), means any company (i) directly or indirectly controlled by a **Party**, or (ii) directly or indirectly controlling a **Party**, or (iii) under the same control as a **Party**. For the purpose of this definition the term "control" means the possession, directly or indirectly, of at least fifty percent (50 %) of the equity ownership or voting rights.

Audit(s), means the quality control(s) or audit(s) described in Article 20.1. "Quality controls – Audits".

Blanket Order(s), means all document(s) by which the **Buyer** orders **Products** and which give their main characteristics without setting forth the duration of the purchase order and the final quantities, such final quantities being ordered by **Releases**.

Buyer, means the company which issues a **Purchase Order**, as identified on the **Purchase Order**.

Closed Order(s), also called "Spot Buy(s)", means all document(s), other than a **Blanket Order**, by which the **Buyer** orders **Supplies**.

Contract, means the set of contractual documents concerning the **Supply** and governing the relationships between the **Parties**, as set forth in Article 3 "Contractual documents" below.

GPC, means this document.

Inbound Logistics Specifications, means the Inbound Logistics Specifications of the **Buyer**, which may be found as described in Article 15 "**Buyer** policies" below.

Party or **Parties**, means the **Buyer** and/or the **Supplier**, as the case may be.

Pre-existing Right(s), means any elements of any nature, protectable or not by intellectual property rights, on any medium or in any form whatsoever, which are not derived from the performance of the **Contract**.

Product(s), means all part(s), component(s), equipment(s), tooling, material(s) and any other good(s) and product(s), conforming to the description in the **Contract**.

Purchase Order(s), means any **Blanket Order(s)** or **Closed Order(s)**.

Release(s), also called "Call off", means any instruction(s) issued by the **Buyer** as part of a **Blanket Order**, which specifies firm quantities of **Products** and sets the dates or deadlines for delivery of such **Products**.

Result(s), means any elements other than **Pre-existing Rights**, of any nature, protectable or not by intellectual property rights, on any medium or in any form whatsoever, derived at any time from the performance of the **Contract** (including but not

limited to studies, drawings, software, source codes, know-how).

Service(s), means the services to be provided by the **Supplier**, conforming to the description in the **Contract**.

Supplier, means the supplier or the service provider to whom a **Purchase Order** is issued, or which otherwise performs the **Contract**, as identified on the **Purchase Order**.

Supplier Management Guide, means the Supplier Management Guide of the **Buyer**, which may be found as described in Article 15 "**Buyer** policies" below.

Supply(ies), means the **Product(s)** and/or the **Service(s)**.

Tooling, means all tooling, dies, jigs, gauges, assembly equipments, machines, and other miscellaneous equipments and items lent to the **Supplier** by the **Buyer** in accordance with Article 19 "Lending of **Tooling**". Such tooling may be (i) furnished by the **Buyer**, either directly or indirectly, to the **Supplier** to perform the **Contract** or (ii) ordered by the **Buyer** and procured by the **Supplier**. The **Tooling** may be owned by the **Buyer** or as the case may be its customer.

2 SCOPE

2.1 The **GPC** shall govern all **Contracts** with the **Buyer**.

2.2. The **GPC** shall prevail over and override any general conditions of sale as well as any provision contained in any invoices and in any other document issued by the **Supplier**. The **GPC** shall control each **Contract** unless their application is otherwise limited by express provisions of a **Purchase Order** or particular conditions issued by the **Buyer**.

3 CONTRACTUAL DOCUMENTS

3.1 The **Contract** is composed of the following documents, listed in descending order of priority:

1) the **Purchase Order** ;
2) the **Release(s)** ;
3) where applicable, any particular conditions issued by the **Buyer** and their appendices (such as a nomination letter) ;
4) the **GPC** ;
5) **Buyer**'s policies as described in Article 15 "**Buyer** policies" ; and
6) any documents issued by the **Supplier**, which the **Buyer** expressly agrees in writing to incorporate into the **Contract**.

3.2 If there is a conflict among the terms in the various contractual documents listed in Article 3.1 above, the order of precedence set out in the said Article shall prevail. In case of contradiction within the same contractual document, specific provisions shall prevail over general provisions.

4 PURCHASE ORDERS

4.1 The **Supplier** shall acknowledge receipt in writing of the **Purchase Order** within ten (10) business days from the date on which the **Purchase Order** was sent.

4.2 **Supplier**'s commencement of work or performance that is the subject of the **Contract** also shall be an act of acceptance of the **Contract** according to its terms by the **Supplier**, whether or not the **Supplier** has sent a written acknowledgement containing different or additional terms.

4.3 Any **Purchase Order** may be cancelled by the **Buyer** at any time prior to receipt by the **Buyer** of a written acknowledgment, by written notice sent to the **Supplier** effective immediately upon the date of receipt of such notice. The **Supplier** shall not be entitled to any compensation or damages of any nature whatsoever in the event of such cancellation.

4.4 The **Supplier** shall not fabricate or perform any of the **Supplies** or procure any of the materials or components required in their fabrication, and the **Buyer** shall have no obligation as to the same, except to the extent expressly authorized in **Closed Orders** or **Releases** and for building reasonable safety stocks as required under the security plan (as described in Article 10 "Security plan").

5 RELEASES

5.1 Each **Release** shall not constitute a separate order, but an essential part of the **Blanket Order**. Thus, the failure of the **Supplier** to perform any individual **Release** shall constitute a breach of the entire **Blanket Order**.

5.2 The **Buyer** may require the **Supplier** to participate in electronic data interchange (EDI) or similar inventory management program, at **Supplier**'s expense, for notification of **Releases**, as well as for shipping confirmation and other information.

6 MODIFICATION OF THE CONTRACT

6.1. The **Buyer** reserves the right at any time to modify the **Contract** by registered letter (such as the technical specifications of the **Supply** or the scope of the work covered by the **Contract**), and the **Supplier** agrees to promptly make and implement any such changes.

6.2. If such changes have an impact on costs, lead-times or quality, the **Supplier** shall promptly send to the **Buyer** a technical and financial proposal accompanied by appropriate supporting documentation indicating such effects, and the **Buyer** may consider such proposal as an amendment to the **Contract**.

6.3. Should the **Parties** be unable to reach an agreement on such proposal for amendment or the **Supplier** fails to comply with Articles 6.1. and 6.2. above, the **Buyer** expressly reserves the right to either:

- have the modifications implemented by another company, in which case the **Supplier** agrees to provide the **Buyer** with all drawings, technical specifications and any other documents needed to implement such modifications ; or
- terminate all or part of the **Contract** in accordance with the provisions of Article 34.1 “Termination for convenience".

6.4. The **Supplier** shall not modify the **Supply** (including but not limited to by changing its components, materials, the processes used for its manufacture, or its place of manufacture) without prior written approval of the **Buyer**.

7 NON EXCLUSIVITY

The **Buyer** is not required to purchase **Supplies** exclusively from the **Supplier** unless the **Contract**

expressly states that it is exclusive, 100% requirements, or similar term.

8 INFORMATION, ADVICE, WARNINGS

The **Supplier** shall, irrespective of the **Buyer**'s prior competence or knowledge:

- make any recommendation as to the adequacy of the **Supply**'s technical specifications ;
- give the **Buyer** adequate information, advice and warnings in relation to the nature and composition of the **Supply** ;
- provide the **Buyer** with any information and advice necessary for the proper storage and use of the **Supply** ;
- warn the **Buyer** about the risks related to the **Supply**, including in particular concerning health, safety and environment or other hazardous risks ; and
- inform the **Buyer** of any risk of quality shortfall or other deficiency in the **Supply** of which the **Buyer** should be aware, and immediately warn the **Buyer** in case of discovery of a defect in the **Supply**, particularly if such defect could endanger the safety of properties or persons or result in the **Buyer**'s customer shutdown.

9 VOLUMES - FLEXIBILITY

9.1 Except for firm quantities specified in **Closed Orders** or **Releases**, quantities that may be indicated in the **Contract** are non-binding estimates provided by the **Buyer**'s customer, given for information purposes only and do not represent a commitment of the **Buyer**.

9.2 In response to a request from its customer for an increase or a reduction in parts or components from the **Buyer** for which the **Supply** are required, the **Buyer** may adjust the quantities ordered from the **Supplier** in proportion to such increase or decrease.

9.3 In the event of stoppage of production at **Buyer**'s customer, the **Buyer** reserves the right to terminate the **Contract**, at any time**,** with immediate effect, without notice of default, without respecting a period of notice, without liability of any nature whatsoever to the **Supplier** or payment of any compensation and without having to request the authorisation of a Court or of an arbitration tribunal, by simple notification by registered letter. Termination shall take effect at the date specified in the notice and if not therein specified then on the date on which such stoppage of production becomes effective.

9.4 The **Supplier** shall maintain production capabilities and organize its production in such a way as to permit the **Supplier** to respond to the circumstances described in this Article 9 and to supply the **Buyer** in strict conformity with its **Releases**.

9.5 Each of the **Parties** shall bear its own costs resulting from such circumstances. More specifically, the **Supplier** bears the risk of all volume fluctuations and waives any claims related to extra-payment, including but not limited to payment of additional part price amortization (PPA) or payment of PPA before due date, in the event that the forecasted volumes are not reached.

10 SECURITY PLAN

10.1 For **Products** delivered in serial production under a **Blanket Order**, the **Supplier** shall implement and maintain a security plan enabling the **Supplier** to fulfill all of the **Releases** without production interruption for the **Buyer** and its customer.

10.2 Such security plan shall set out in particular, without limitation:

- organization of the production means ;
- safety stocks and stock conditions ; and
- protection of facilities, production means and **Products** against fire.

10.3 The **Supplier** shall communicate its security plan to the **Buyer** in a reasonable time before the date of the Start Of Production (SOP).

11 SPARE PARTS

11.1 The **Supplier** shall supply the **Buyer** with spare parts for the **Products** throughout the term of the **Contract** and for the additional period during which **Buyer**'s customer is entitled to order spare parts from the **Buyer**.

11.2 Spare parts shall be manufactured and delivered in accordance with the terms of the **Contract** and the after-sale needs conveyed to the **Supplier** by the **Buyer**.

11.3 The **Supplier** agrees to maintain in good condition the **Tooling** and any other tools and equipments necessary to produce spare parts, as well as all corresponding drawings, designs and manufacturing processes, until the end of the period of time mentioned in Article 11.1 above.

12 COMPLIANCE WITH LAWS

12.1 The **Supplier** undertakes to comply with all applicable laws and regulations, including but not limited to those related to health, safety, environment and labor. In addition, it is the **Supplier**'s responsibility to comply with international laws, standards and regulations applicable as regards health, safety, environment, work by minors, illicit, forced or concealed employment, discrimination and human rights.

12.2 Therefore the **Supplier** shall in particular, without limitation:

- ensure that the **Supplies** comply with all laws and regulations in the countries of production and sale of the **Supplies** and, as the case may be, of production and sale of the vehicles in which said **Supplies** are to be incorporated ;
- have and maintain all authorizations necessary to conduct its business, and provide a copy of them when so requested by the **Buyer** ; and
- comply with all of the provisions of the United Nations Global Compact in the areas of human rights, labour standards, the environment, and anti-corruption.

12.3 All consequences of any non-compliance with the provisions of Article 12 "Compliance with laws" (including but not limited to any costs incurred as a result thereof), shall be borne solely by the **Supplier**.

13 ANTI-CORRUPTION COMMITMENTS

13.1 The **Supplier**, (which for purposes of this clause shall include all of the **Supplier**'s employees, agents, representatives, affiliates and any person who performs **Services** on behalf of the **Supplier**) agrees with the **Buyer** that it will not, in connection with the Goods and/or **Services** to be supplied

under this **Contract**, bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage (whether of money or anything of value)) the **Buyer**, any public or government officials or employees, public international organizations, political parties, or private individuals or other entities ("Relevant Party").

13.2 The **Supplier** represents and warrants to the **Buyer** that it has not, prior to the date of this **Contract**, bribed or attempted to bribe any Relevant Party in order to secure any business from the **Buyer** whether in connection with this **Contract** or otherwise.

13.3 The **Supplier** acknowledges and agrees on behalf of all of the **Supplier**'s employees, agents, representatives, affiliates and any person who performs services on behalf of the **Supplier** that it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business.

13.4 The **Supplier** agrees that it will not take or knowingly permit any action to be taken that would cause the **Buyer** to be in violation of any applicable anti-bribery or anti-money laundering laws.

13.5 The **Supplier** agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the **Supplier** whether under this **Contract** or otherwise, and the **Buyer** (and the **Buyer**'s authorized representatives) shall have the right to inspect and audit the **Supplier**'s books, records and accounts at any time on prior written notice.

13.6 The **Supplier** shall refuse any and all remuneration to third parties if such remuneration does not correspond to an actual service for a justified amount duly posted in its accounts.

13.7 The **Supplier** shall ensure that any subcontractor or other person associated with it as to perform works, **Services** or delivery of Goods in connection with the **Supplier**'s performance of its contractual obligations to the **Buyer**, does so only on the basis of a written contract that impose or secure the same level of commitments with regard to anti-corruption, anti-bribery, anti-kickback, and other similar conduct, activities, or business practices.

13.8 If the **Supplier** discovers that it has or may have violated any of the provisions in this clause, the **Supplier** shall immediately notify the **Buyer** and cooperate with any investigations by the **Buyer** into such matters.

13.9 Without prejudice to the generality of clauses above, the **Supplier** covenants with the **Buyer** to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place on the **Supplier**'s behalf.

13.10 The **Supplier** agrees that in addition to the **Buyer**'s termination rights set out elsewhere in this **Contract**, the **Buyer** may immediately terminate this Agreement in the event of a breach of this clause by the **Supplier**.

13.11 Without prejudice to the **Buyer**'s rights to be indemnified elsewhere under this **Contract**, the **Buyer** shall not be required to make any payments to the **Supplier** that might otherwise be due from the **Buyer** if such payments are related to a transaction in connection with which the **Supplier** has breached this clause.

14 HAZARDOUS MATERIALS

14.1 Warning

14.1.1 In the event that hazardous or restricted materials are an ingredient or part of the **Products**, the **Supplier** will give the **Buyer** sufficient warning in writing (including, without limitation, through appropriate labels on all **Products**, containers and packaging, Material Safety Data Sheet, and certificates of analysis) before and at the time the **Products** are shipped.

14.1.2 The **Supplier** shall in particular, without limitation, inform the **Buyer** of any special handling instructions that are needed to advise carriers, the **Buyer**, and their employees on how to take appropriate measures while handling, transporting, processing, using or disposing of such **Products** and of containers and packing used for their transportation.

14.2 Compliance with laws

The **Supplier** agrees to comply with all laws and regulations related to hazardous or restricted materials.

14.3 CMR substances

14.3.1 The **Supplier** shall comply with the European Community regulation "REACH" (EC 1907/2006) on chemicals and their safe use.

14.3.2 In particular, the **Supplier** shall register, if necessary, the substances contained in the **Supply** in accordance with the REACH regulation. Such registration shall take into account the use of the substances by the **Buyer** by including such use in the assessment of chemical safety.

14.3.3 The **Supplier** undertakes to hand over quarterly to the **Buyer** an update on said substances, based on the model which may be may be found at https://suppliers-ae.plasticomnium.com or by contacting the **Buyer**.

14.3.4 The **Supplier** represents and guarantees that the **Supply** does not contain any CMR (Carcinogenic, Mutagenic, Reprotoxic) substances of category 1A and 1B, as defined in REACH regulation.

15 BUYER POLICIES

15.1 The **Supplier** shall conform to all policies established or directed by the **Buyer** or **Buyer**'s customer.

15.2 **Buyer**'s policies include in particular, without limitation, the **Supplier Management Guide** and the **Inbound Logistics Specifications**. **Buyer**'s policies may be may be found at https://suppliers-ae.plasticomnium.com or by contacting the **Buyer**.

15.3 The **Supplier** is responsible for keeping current regarding the terms of **Buyer**'s policies.

16 CERTIFICATIONS

16.1 The **Supplier** shall be certified to the standards set out in the **Supplier Management Guide**.

16.2 Accreditations shall include the **Supply** and be awarded by an independent and duly authorized body.

16.3 In the event that the **Supplier** is not certified to ISO 14001 or OHSAS 18001 standards in accordance with the **Supplier Management Guide**, at the effective date of the **Contract**, the **Supplier** will make its best efforts to obtain such accreditations within a reasonable period of time.

16.4 The **Supplier** shall promptly inform the **Buyer** as soon as possible of any potential or actual change in

its accreditation status and of the steps taken in response.

17 WORK PERFORMED WITHIN BUYER'S SITES

17.1 Before any work is undertaken within any of **Buyer**'s sites by the **Supplier**, the **Supplier** shall make contact with the **Buyer** in order to:

- determine the conditions in which the **Supplier** will perform such work ; and
- agree on a prevention plan as to health and safety risks related to such work.

17.2 The **Supplier** shall comply and ensure that all of its employees and representatives comply with the aforementioned prevention plan as well as all policies and procedures in force at the **Buyer**'s site regarding health and safety. The **Supplier** shall provide any document evidencing such compliance, upon first request of the **Buyer**.

If the **Supplier** or one of its employees or representatives does not comply with any of these obligations, the **Buyer** reserves the right to refuse the **Supplier** access to or continued presence on the site and to expel the person responsible for the infringement(s), without prejudice to the right of the **Buyer** to terminate all or part of the **Contract** in accordance with the provisions of Article 33.2 “Termination for breach”.

18 EMPLOYEES

18.1 The **Supplier** shall be responsible for the supervision, management and remuneration of its employees for the performance of the **Contract**.

18.2 The **Supplier** undertakes to employ, for the performance of the **Contract**, only duly trained and qualified personnel.

19 LENDING OF TOOLING

19.1 Ownership - Risks

19.1.1 The **Tooling** shall be the exclusive property of the **Buyer** or of its customer.

19.1.2 The **Tooling** shall not be subject to any attachment, lien, claim of title, or procedure of sequestration and shall be identified by the **Supplier** as the **Buyer**'s exclusive property (or as the case may be that of its customer) by whatever appropriate means including but not limited to by affixing in a visible manner a plate indicating to whom the **Tooling** belongs.

19.1.3 As long as the **Tooling** is in possession of the **Supplier**, the **Supplier** shall bear the risks of loss of and damage to the **Tooling** and keep the **Tooling** insured at its replacement value for the benefit of the **Buyer** and/or **Buyer's** customers.

19.2 Use

19.2.1 The **Supplier** shall ship, install and start up the **Tooling** in its premises at its own expense and risk.

19.2.2 The **Tooling** shall be used exclusively for the performance of the **Contract**, in accordance with state of the art and **Buyer**'s recommendations and procedures.

19.2.3 The **Supplier** shall not modify, destroy, copy, reproduce, or replace the **Tooling**, or move the **Tooling** from **Supplier**'s premises, without **Buyer**'s prior written approval.

19.3 Repairs - Maintenance

19.3.1 The **Supplier** shall keep the **Tooling** in good working condition and make any necessary repair and maintenance at its own expense.

19.3.2 The **Supplier** agrees to promptly inform the **Buyer** by registered letter of any malfunctioning or damage caused to the **Tooling** or suffered thereby, as well as of any event likely to require the **Tooling** to be replaced or which could cause a stoppage in the supply of the **Products**.

19.3.3 The **Buyer** shall have the right to enter into **Supplier**'s premises during the **Supplier**'s working days and hours, provided that a twenty four (24) hours notice is given, to inspect the **Tooling** and **Supplier**'s records with respect to the **Tooling**.

19.4 Defects - Damages

19.4.1 The **Buyer** shall never be held liable for any hidden defects of which it is not aware, affecting the **Tooling** and making them unfit for their intended use and shall not therefore indemnify the **Supplier** for any loss or damage arising as a result of such defects.

19.4.2 More generally, the **Buyer** shall not be held liable for damage caused to or by the **Tooling**.

19.5 Return

19.5.1 Immediately upon **Buyer**'s request, including in the event that the **Supplier** goes bankrupt or files for bankruptcy, and without payment of any kind, the **Supplier** will return the **Tooling**, and will comply with **Buyer**'s instructions relating to its return, including but not limited to the method and location for its return.

19.5.2 The **Supplier** is responsible for labor and other costs incidental to the return of the **Tooling**.

19.5.3 The **Supplier** will cooperate with the **Buyer** to ensure smooth return of the **Tooling** and will provide the **Buyer** with access to all facilities at which the **Tooling** is located.

19.5.4 The **Supplier** expressly waives:

- any right to additional notice or process relating to **Buyer**'s exercise of its rights under this Article 19.5 "Return" ;
- any lien or other rights that the **Supplier** might otherwise have on any of the **Tooling** ; and
- any objection to the **Buyer**'s repossession and removal of the **Tooling** for any or no reason, including bankruptcy or insolvency proceedings.

20 CONTROLS

20.1 Quality controls - Audits

20.1.1 At any time during the term of the **Contract** upon twenty four (24) hours' prior notice, the **Buyer** may carry out **Audits** on-site during the **Supplier**'s normal working hours. The purpose of such **Audits** will be to check if the **Supplier** complies with the **Contract**. **Audits** may be carried out by a third party on behalf of the **Buyer**. **Audits** shall not unnecessarily interfere with the **Supplier**'s performance of the **Contract**.

20.1.2 The **Supplier** agrees to cooperate fully with the **Buyer** (or the third party acting on behalf of the **Buyer**) in order to facilitate the **Audit**, most particularly by granting access to any location, installation, documentation or information requested and by answering all relevant questions.

20.1.3 As part of the **Audit**, the **Buyer** (or the third party acting on behalf of the **Buyer**) may take random samples of the **Supplies** manufactured or being manufactured by the **Supplier** in order to confirm

compliance with quality standards set forth in the **Contract**.

20.1.4 If the **Audit** shows non-compliance with the **Contract**, the **Supplier** shall undertake as soon as possible all measures recommended by the **Buyer**. Most particularly, the **Supplier** undertakes to make all necessary quality improvements to the **Supplies** in order to achieve the quality standards set forth in the **Contract**, should the **Audit** establish that such quality standards are not met.

20.1.5 These quality **Audits** shall not reduce the **Supplier**'s contractual liability in any manner whatsoever, and further they shall not affect the **Buyer**'s right to subsequently reject all or part of the **Supply** on delivery.

20.2 Financial review

20.2.1 Upon reasonable notice to the **Supplier**, the **Buyer** or a third party designated by the **Buyer** may review the financial condition of the **Supplier** and its **Affiliated Companies**.

20.2.2 The **Supplier** will fully cooperate in such review and will promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, business plans, banking contacts and loan documents, and will make its financial managers available for discussions during reasonable business hours.

20.2.3 The **Buyer** and any designated third party will keep confidential any non-public information about the **Supplier** obtained in a financial review in accordance with the provisions of in Article 32 "Confidentiality".

21 SHIPPING AND DELIVERY

21.1 Delivery terms

21.1.1 Unless otherwise specified in the **Contract**, the **Products** shall be shipped DDP - place of delivery (Delivered Duties Paid, Incoterms, latest edition).

21.1.2 The **Supplier** shall bear all risks of loss of **Products** in transit and shall properly insure all shipments.

21.2 Packing - Labeling

21.2.1 The **Supplier** is responsible for packing and labeling the **Products**.

21.2.2 Each packaging unit shall legibly show on the outside each of the information required to be shown by the label specifications set out in the **Inbound Logistics Specifications**.

21.2.3 The packaging shall be suitable for the **Products** and means of transport used to ship the **Products**, so as to prevent all potential damage to the **Products** during transportation, handling and storage at the destination site.

21.2.4 Packaging and labeling shall be in compliance with the specifications set forth in the **Contract** as well as state of the art and all applicable laws and regulations.

21.3 Shipping documents

A detailed delivery slip in two (2) copies shall accompany the delivery. The delivery slip shall give each of the following information:

- all details which allow the identification of the **Products** and their quantitative verification ;
- the bundling and the nature of the packaging ; and
- all information given on the packaging unit as set forth in Article 21.2.2 above.

22 DELIVERY LEAD TIMES

22.1 Time of delivery and performance of the **Supply** is of the essence of the **Contract**. Deliveries shall be made on working days and during normal working hours, at the date specified in the **Contract**. No deliveries will be accepted outside of these times unless prior approval is obtained from the **Buyer**.

22.2 In the event of early delivery, the **Buyer** shall be entitled to either return the **Supply** to the **Supplier** or otherwise to store the same until it is taken back by the **Supplier**, at the exclusive risk and cost of the **Supplier**.

22.3 Any expenses, including premium shipping expenses, necessary to meet the required delivery dates shall be the **Supplier**'s sole responsibility. In addition, the **Supplier** shall be liable for any costs or expenses which the **Buyer** shall incur as a result of any late deliveries, including all costs or expenses resulting from disruptions to **Buyer**'s or its customer's production facilities (i.e. line shutdowns, off-lined products, etc.).

23 ACCEPTANCE OR REJECTION OF THE SUPPLY

23.1 Acceptance of the Supply

23.1.1 Acceptance of the **Supply** shall occur once the **Buyer** has verified that the **Supply** is in strict compliance with the **Contract**.

23.1.2 With regard to **Products**, the **Buyer** shall use commercially reasonable efforts to inform the **Supplier** of any apparent defects as soon as possible from the time at which such defects should be detectable in the ordinary course of operations.

23.1.3 **Services** shall be deemed accepted by the **Buyer** only upon **Buyer**'s execution and delivery of a completion certificate or other written evidence of compliance of **Supplier**'s performance under the **Contract** (such as a statement of work).

23.1.4 The **Buyer** shall have no duty to inspect the **Supply** at the time of delivery of the **Products** or completion of the **Services**. **Buyer**'s failure to assert a claim or reserve at this time shall not be considered as an acceptance of the **Supply** and shall not, under any condition, be deemed as a waiver by the **Buyer** of its right to assert any claim in the future.

23.1.5 Payment for nonconforming **Supply** shall not constitute an acceptance of the **Supply**, nor shall payment limit or impair the **Buyer**'s right to assert any legal remedy at any time. **Payment** shall also not relieve the **Supplier** of any responsibility for undisclosed, hidden or otherwise undetected, defects. In any event, the **Supplier** will have to guarantee the **Buyer** against the hidden defects, as provided for in articles 1641 et seq. of the Civil Code.

23.1.6 Notwithstanding **Buyer**'s acceptance of the **Supply**, the **Buyer** reserves the right to claim the **Supply** is non-conforming if the **Buyer** later discovers a defect or other non-conformity in the **Supply**.

23.1.7 The acceptance by the **Buyer** of any study, design, drawing, material, process, specifications or Initial Sample (IS) does not release the **Supplier** from liability for defect, damage or loss, and does not imply acceptance of the **Supply** delivered and/or to be delivered.

23.2 Nonconforming Supply

23.2.1 The **Buyer** reserves the right to reject the **Supply** in any of the following events:

- non-compliance or nonconformity of the **Supply** with the **Contract** ;
- incomplete or excess quantities ;
- quality issues ; or
- failure to observe delivery lead times or completion deadlines.

23.2.2 Upon rejection of the **Supply**, the **Buyer** may exercise any or all of the following remedies, without prejudice to any other rights at law or under the **Contract**:

- request from the **Supplier** timely replacement of the nonconforming **Supplies** with conforming **Supplies** ;
- procure **Supplies** from a third party of the **Buyer**'s choice ;
- suspend any payment due to the **Supplier** ;
- request a refund of any partial or full payments previously made for the **Supply**, as the case may be ; and
- charge the **Supplier** for any costs or expenses incurred by the **Buyer** as a result of the nonconformity (including, without limitation, costs of inspection, sorting, testing, storage, or rework) and a fee for the administrative costs associated with nonconformity.

23.2.3 The **Buyer** will hold nonconforming **Supplies** for disposition in accordance with **Supplier**'s reasonable instructions and at **Supplier**'s cost and risk. **Supplier**'s failure to provide written instructions, within four (4) business days after notice of nonconformity, or such shorter period as may be commercially reasonable under the circumstances, shall entitle the **Buyer**, at **Buyer**'s option, to charge the **Supplier** for storage and handling, or to dispose of the goods without liability to the **Supplier** (including by destroying them or returning them to the **Supplier**).

24 ADMINISTRATIVE FEES

24.1 If the **Supply** is delivered late or in the event of nonconforming **Supply**, the administrative fees set out in the **Supplier Management Guide** shall immediately, as of rights, and without any notice, become due and payable to the **Buyer**.

24.2 The administrative fees established in the **Supplier Management Guide** and otherwise in the **Contract** shall not be deemed to constitute a compensation for the loss or damage to which it relates, but a reasonable estimate of **Buyer**'s administrative costs associated with late delivery or nonconforming **Supply**. They do not affect the **Buyer**'s right to claim damages in accordance with Article 27 "Liability" and/or to terminate all or part of the **Contract** in accordance with the provisions of Article 34 "Termination".

25 PRICE, INVOICING AND PAYMENT TERMS

25.1 General provisions

25.1.1 The **Supplier** acknowledges having received all information required for the determination of the price. Unless otherwise stated in the **Contract**, prices shall be firm and non-revisable. No price increase shall become effective without the prior written consent of both **Parties**.

25.1.2 Prices shall be understood DDP in accordance with Article 21.1 "Delivery terms", and are assumed to compensate the **Supplier** for all its expenses, disbursements, costs, charges (including quality containment) and obligations of any kind under the **Contract**.

25.2 Taxes and duties

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

25.3 Invoicing

The invoice shall comply with all legal and regulatory obligations. In addition, it shall include all details that allow the identification and control of the **Supply**. The invoice must be sent in two (2) counterparts to the billing address specified in the **Purchase Order**, and shall not be included with deliveries. When the above mentioned requirements are not met, the **Buyer** reserves the right – without referring to the judge and after having informed its **Supplier** - to suspend the payment of the invoice concerned as long as the **Supplier** does not provide the **Buyer** with an invoice in due form.

25.4 Factoring

In the event that the **Supplier** uses factoring for the management of its invoices, the **Supplier** shall solely assign its debts to a same factoring company for all **Contracts**. Should the **Supplier** assign such debts to several factoring companies, the **Buyer** shall not be held liable for any late payment or any payment mistake caused by this situation, and the **Supplier** shall indemnify and hold the **Buyer** harmless from and against any costs or damages resulting thereof. In no event this Article shall be construed as the acceptance by the **Buyer** of factoring and of the assignment by the **Supplier** of the debts owed by the **Buyer**, or as a waiver of any of **Buyer**'s rights under the **Contracts**.

25.5 Payment terms

The **Supplies** will be paid in accordance with the payment terms and by the payment means set out in the **Purchase Order**, provided that the **Supplies** are recognized as being in full compliance with the **Contract**.

25.6 Late payment

25.6.1 Late fees in the event of late payment, as the case may be, shall be calculated based on the legal interest rate in force pursuant to the Belgian Act of 2 August 2002 on combating late payment in commercial transactions. Such interest rate shall be applied *pro-rata temporis* to the overdue amounts, without capitalisation.

25.6.2 Payment of such late fees shall be deemed as fully compensating the **Supplier** for any damages related to overdue payments and the **Supplier** shall not be entitled to claim further damages or any other compensation, either on the basis of Article 6 of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions or on the basis of Article 1022 of the Judicial Code.

25.7 Set-off

In addition to any right of set-off or recoupment provided by law, the **Buyer** reserves the right to set off any amount owed by the **Supplier** or any of its **Affiliated Companies** to the **Buyer** or any of its **Affiliated Companies** for whatever reason against any amount owed by the **Buyer** or any of its **Affiliated Companies** to the **Supplier** or any of its **Affiliated Companies** in connection or not with the **Contract**.

26 WARRANTY

26.1 Scope

26.1.1 The **Supplier**, as an expert in its field, represents, warrants and covenants to the **Buyer** that the **Supply** shall be:

- in compliance with all applicable laws as defined in Article 12 "Compliance with laws" ;
- in compliance with the agreed specifications (i.e. drawings and all other documentation defining the **Supply** and its design features) and the state of the art ;
- regarding specifications not explicitly set forth in the **Contract**, in conformity with the initial samples (IS) approved by the **Buyer** ;
- merchantable and fit for the particular purposes for which the **Supply** is intended, and as safe as can reasonably be expected ;
- free from any apparent or hidden defect of design (to the extent the **Supply** is designed by the **Supplier**), manufacture and operation ; and
- free from any encumbrances, rights, and privileges of any third party.

The **Supplier** also warrants that it has ownership of any intellectual property rights to the **Results** transferred to the **Buyer** pursuant to Article 30.1.2.

26.1.2 The warranty term shall continue for such period as set out in the **Purchase Order** or the particular conditions issued by the **Buyer**. If no such period is set out, the warranty term shall continue:

(i) for the warranty period offered by the **Buyer** to its customers for the products into which the **Supply** is incorporated ;

(ii) if the **Supply** is not designed to be incorporated into products of **Buyer**'s customer but is dedicated to a specific vehicle (such as assembly means), for the lifetime of the vehicle ; or

(iii) in any other case as those described in paragraphs (i) and (ii) above, for no less than twenty four (24) months as from acceptance of the **Supply** in accordance with Article 23.1 "Acceptance of the **Supply**".

26.1.3 In the event of an extension of the contractual warranty given by the **Buyer** to its customer, the **Buyer** may, at any time, require a corresponding extension by the **Supplier**.

26.1.4 This warranty shall be in addition to any implied or statutory warranties at law or any other commercial warranty that may be provided by the **Supplier** to the **Buyer**.

26.2 Nonconformity

26.2.1 In the event the **Supplies** do not conform to the foregoing warranty, the **Supplier** shall, at the request and sole option of the **Buyer**, promptly repair or replace the **Product**, or promptly correct or perform again the **Services**, without cost or prejudice to the **Buyer**'s right to terminate the **Contract** in accordance with Article 34 “Termination” or to any potential claim for damages.

26.2.2 The warranty period shall be extended by a period equal to that of the non-availability of the non-conforming **Supply**. If the **Supply** under warranty is repaired or replaced, a new warranty shall run for a period equal to the initial warranty.

27 LIABILITY

27.1 The **Supplier** is liable for all direct, indirect, incidental or consequential damages, losses, costs, and expenses incurred by the **Buyer** or by any third party resulting from the **Supply** and/or **Supplier**'s failure to perform the **Contract** (such as failure to deliver conforming and non-defective **Supply** or to comply with the shipping and delivery requirements under the **Contract**), even if the **Supplier** has cured the failure. The **Buyer** reserves the right to hold the **Supplier** liable either on a contractual basis (Articles 1147 et seq. of the Civil Code), or on a extra-contractual basis (Article 1382 of the Civil Code).

27.2 The **Supplier** agrees to indemnify, defend and hold harmless the **Buyer**, its **Affiliated Companies**, customers (both direct and indirect, including manufacturers of vehicles in which the **Products** are incorporated), dealers and users of the products sold by **Buyer** (or the products in which they are incorporated) and all of their respective agents, successors and assigns, and each of their shareholders, directors, officers, employers and agents, on demand, from and against any and all damages, losses, costs, and expenses set forth in Article 27.1 above. This includes but is not limited to compensating the **Buyer** for:

- any amounts charged by **Buyer**'s customer(s) to the **Buyer** ;
- all costs of containment, sorting, repair, replacement, cure, cover, or any other costs incurred by the **Buyer**, in such amount as reasonably determined by the **Buyer** ;
- all costs related to production shutdown at the production sites of the **Buyer** or its customer ; and
- all costs of any recall campaign, corrective service action, or other voluntary or involuntary action in which the **Buyer** or its customer participates in connection with inclusion of **Products** in goods sold by the **Buyer**.

27.3 The **Supplier**, as an expert in its field shall have full responsibility for its technical decisions, regardless of the level of assistance provided by the **Buyer** in the performance of the **Contract**.

27.4 Upon the request of the **Buyer**, the **Supplier** shall participate, at its own expense, in any **Audit** or testing procedure related to the **Supplies** initiated by the **Buyer** or its customer.

28 INSURANCE

28.1 The **Supplier** agrees to procure and maintain, at its own costs and expense, throughout the term of the **Contract**, property, product liability and general commercial liability insurance policies, from a financially sound and reputable insurance company, which adequately cover **Supplier**'s liability under the **Contract**. **Supplier**'s insurance policy shall include a clause relating to recall campaign costs and expenses incurred by the **Buyer** or by its customer.

If the **Supplier** does not take out insurance, the **Buyer** shall be entitled to terminate all or part of the **Contract** in accordance with the provisions of Article 33.2 “Termination for breach”.

28.2 The **Buyer** is entitled to require certain insurance coverage amounts and limits to be procured by the **Supplier** for the benefit of **Buyer**, and such insurance coverage shall not be construed or interpreted as a limitation to the **Supplier**'s liability.

28.3 In any event, the **Supplier** shall procure insurance to insure against personal injury and damage to property while operating on the **Buyer**'s site in amounts reasonably estimated to cover potential

losses but in no amount less than 2.000.000 € per occurrence. The **Buyer** shall be named as an additional insured and loss payee on such policies.

28.4 Before commencing performance of the **Contract** and afterwards from time to time upon first request of the **Buyer**, the **Supplier** shall furnish to the **Buyer** the following documents showing compliance with this Article 28:

- insurance certificates indicating that the above requirements have been complied with and certifying the existence, capital, guarantees, duration and renewal dates of the insurance policy or policies ; or
- certified copies of the insurance policy or policies and proof of payment of the premiums.

28.5 The **Supplier** shall inform the **Buyer** immediately by registered letter in the event of termination or modification of the insurance coverage for any reason whatsoever. If such termination or modification is likely to affect the **Supplier**'s ability to pay compensatory damages as required by Article 27 "Liability", the **Buyer** shall be entitled to terminate all or part of the **Contract** in accordance with the provisions of Article 33.2 "Termination for breach".

29 TRANSFER OF TITLE

29.1 Unless otherwise specified in the **Contract**, ownership of the **Supply** is transferred at the date of acceptance of the **Purchase Order** by the **Supplier**.

29.2 The **Supplier** agrees to conspicuously mark and to segregate, in the name and on behalf of the **Buyer**, the **Supply** as it is manufactured. The **Supply** shall not be commingled with the **Supplier's** own inventory or other supplies to be delivered to other customers.

29.3 The **Supplier** acknowledges that the **Buyer** is the owner of all samples, models, prototypes, **Tooling** produced by the **Supplier** for the performance of the **Contract**.

29.4 No reservation of title clause proposed by the **Supplier** shall be effective against the **Buyer**. The **Supplier** shall assure that no reservation of title clause shall be asserted by its subcontractors for any element delivered by them and which is part of the **Supplies**.

29.5 Neither the **Supplier** nor its subcontractors shall establish, perfect or pursue enforcement of any lien rights on the **Supply** whether statutory or otherwise.

30 TRANSFER OF RISKS

Transfer of risks shall occur upon delivery of the **Supply** in accordance with the Incoterms referenced in Article 21.1 "Delivery terms".

31 INTELLECTUAL PROPERTY RIGHTS

31.1 Results

31.1.1 The **Results** shall be the exclusive property of the **Buyer**.

31.1.2 Therefore, the **Supplier** shall transfer exclusively to the **Buyer** the ownership of the **Results**, irrevocably and for the whole duration of the protection of the intellectual property rights, in the entire world, without scope or purpose limitations. Such transfer shall occur progressively, as the **Results** are being obtained.

31.1.3 The price of the **Supply** includes the remuneration of the **Supplier** for such transfer of ownership.

31.2 Pre-existing rights

31.2.1 To the extent required for the use of the **Results** by the **Buyer**, the **Supplier** shall grant a non-exclusive, fully paid-up, irrevocable, worldwide license of its **Pre-existing Rights**.

31.2.2 Such license shall include a right to use, represent, reproduce, adapt and modify the **Pre-existing Rights**, as well as the right to sublicense to others and/or to transfer or assign such license.

31.2.3 The price of the **Supply** includes the remuneration of the **Supplier** for the grant of such license.

31.3 Infringement

31.3.1 The **Supplier** undertakes not to use, for the performance of the **Contract**, intellectual property rights of any third party without the express prior written consent of such third party and disclosure of such use and consent to the **Buyer**. All royalties or fees based on the use of such third-party's intellectual property rights shall be at the sole cost of the **Supplier**.

31.3.2 The **Supplier** agrees to indemnify, defend, and hold the **Buyer** harmless against all claims, action, losses, damages, and expenses arising out of actual or alleged infringement, unfair competition or similar claim related to the use (a) by the **Supplier** of any third party's intellectual property rights for the performance of the **Contract** and/or (b) of the **Supply** and/or the **Results** by the **Buyer** or its customers or suppliers.

31.3.3 In the event that the **Buyer** or its customers or suppliers are obliged to cease the use of all or part of the **Supply** and/or the **Results**, then without prejudice to any other claim or right that the **Buyer** may have under the **Contract** or at law, the **Supplier** undertakes to immediately implement one of the following remedies, at its sole expense and at the choice of the **Buyer**:

- obtain for the **Buyer** and its customers and suppliers the right to continue to use the **Supply** and/or the **Results** without restrictions and at no additional expense ; or
- replace or modify the **Supply** and/or the **Results** so that it will no longer be infringing but it remains in full compliance with the requirements of the **Contract**.

32 CONFIDENTIALITY

32.1 The **Parties** undertake to keep strictly confidential and secret all information (including but not limited to business or financial or technical information), belonging to, or held by of one of the **Parties** and disclosed to the other **Party**, or to which the latter has access to, in connection with the **Contract**. Such confidential information shall not be used for any other purpose than carrying out the **Contract**. If the **Supplier** is requested by a third party to provide such information, it shall immediately inform the **Buyer**.

32.2 However, information shall not be considered as confidential if such information :

- is already known by the receiving **Party** or has been developed by the receiving **Party** independently from its access to the information;
- has been legally obtained by the receiving **Party** from a third party not subject to a confidentiality obligation with the disclosing **Party** ; or

- is already or becomes public knowledge without fault of the receiving **Party**.

32.3 The receiving **Party** shall not be liable for the disclosure of confidential information where such **Party** is under a legal or regulatory obligation to make such disclosure (including but not limited to if such disclosure is made to a competent judge or tax authorities), but limited to the extent of that legal or regulatory obligation.

32.4 Except as otherwise specified in Article 31 "Intellectual Property Rights" above, the receiving **Party** undertakes not to claim any intellectual property rights whatsoever based on the confidential information.

32.5 The **Parties** undertake to comply with these obligations of confidentiality and non-disclosure, and shall ensure that their employees and agents do the same, throughout the duration of the **Contract** and for a further period of five (5) years after expiry or termination of the **Contract**.

33 TERM OF THE CONTRACT

33.1 The **Contract** shall enter into force on the date specified in the **Contract**, or if no date is specified, when the **Purchase Order** is accepted by the **Supplier** in accordance with Article 4 "**Purchase Orders**".

33.2 For **Closed Orders**, the **Contract** shall remain into force until the date specified in the **Contract** or the date of acceptance of the **Supply** in accordance with Article 22.1 "Acceptance of the **Supply**", depending on the case. **Blanket Orders** are concluded for an unlimited period. In any event, the **Contract** may be terminated or cancelled in accordance with the provisions of Article 34 "Termination" below.

34 TERMINATION

34.1 Termination for convenience

34.1.1 The **Buyer** shall be entitled to terminate the **Contract** in its entirety or in part, without liability of any nature whatsoever to the **Supplier** or payment of any compensation, for any or for no reason, upon one (1) month prior notice to the **Supplier** by registered mail. Termination shall be effective at the date mentioned in the notice of termination.

34.1.2 In the event that the **Buyer** terminates a **Closed Order** for convenience, then **Buyer**'s exclusive obligation to the **Supplier** shall be to pay for such **Supply** which is thereafter delivered and accepted by the **Buyer**.

34.2 Termination for breach

If **either Party** hereto commits any breach of its obligations or allow such a breach to be committed and fails to remedy such breach within 15 (fifteen) days of receiving notice of such breach from the **other Party** requiring the same to be remedied, then the **other Party** shall be entitled in every such case to terminate the **Contract** and the rights granted therein by registered letter, immediately without any intervention of a court or arbitral tribunal, without prejudice to the rights of either **Party** hereto in respect of any breach of any of the terms herein contained and without liability of any nature whatsoever to the defaulting **Party** or payment of any compensation.

Termination shall be effective at the date mentioned in the notice of termination.

34.3 Termination for insolvency

Notwithstanding any provisions to the contrary in the **Contract**, the **Buyer** shall be entitled to terminate the **Contract**, in its entirety or in part, at any time**,** with immediate effect, without notice of default, without respecting a period of notice, without liability of any nature whatsoever to the **Supplier** or payment of any compensation and without having to request the authorisation of a Court or of an arbitration tribunal, by simple written notification by registered letter to the **Supplier**, if any of the following or comparable events occurs:

(i) Insolvency of the **Supplier** *(insolvabilité du **Fournisseur** / de insolvabiliteit van de **Leverancier**)* ;

(ii) filing of voluntary petition in bankruptcy by the **Supplier** *(aveu de faillite par le **Fournisseur** / vrijwillige faillissementsaanvraag door de **Leverancier)*** ;

(iii) filing of an involuntary petition in bankruptcy against the **Supplier** *(citation en faillite du **Fournisseur** / dagvaarding in faillissement tegen de **Leverancier)*** ;

(iv) appointment of a receiver or trustee for the **Supplier** *(désignation d'un administrateur judiciaire ou d'un curateur pour le **Fournisseur** / aanwijzing van een curator of beheerder voor de **Leverancier)*** ;

(v) execution of an assignment for the benefit of creditors of the **Supplier** *(exécution d'un acte de cession au bénéfice des créanciers du **Fournisseur** / de uitvoering van een overdracht ten voordele van de schuldeisers van de **Leverancier)*** ;

(vi) the granting of the judiciary reorganization *(l'octroi de la réorganisation judiciaire au **Fournisseur** / toekenning van een gerechtelijke reorganisatie aan de **Leverancier)*** ;

(vii) the judicial liquidation *(la mise en liquidation du **Fournisseur** / vereffening van de **Leverancier)*** ;

(viii) the **Supplier** needs accommodations from its lender, the **Buyer**, or other customers, financial or otherwise, in order to meet its obligations under the **Contract**.

Termination shall be effective at the date mentioned in the notice of termination.

34.4 Miscellaneous

The provisions above shall be in addition to any other rights of the **Buyer** to cancel or terminate the **Contract** in accordance with Articles 9.3., 35.5. and 37.5.

35 EFFECTS OF TERMINATION OR EXPIRATION OF THE CONTRACT

35.1 After termination or expiration of the **Contract** for any reason, those terms of the **Contract** which by their nature are to survive termination shall remain in full force and effect.

35.2 Upon termination or expiration of the **Contract** for any reason, the **Supplier** shall promptly deliver to the **Buyer**:

- the **Tooling**, in accordance with Article 19.5 "Return" ;
- upon request of the **Buyer**, inventories of raw materials and parts (at their purchase price), work-in-process (at their cost price) and/or finished **Products** (at the price set out in the **Contract**) ;

- all **Results**, models, prototypes and any other items owned by the **Buyer** under the **Contract** ; and
- upon Buyer's request, all documents, whatever their nature and whatever the support used, that the **Buyer** could have communicated to the **Supplier** in the context of the performance of the Contract, as well as all the advance fees already paid to the **Supplier** for **Supplies** not yet delivered to the **Buyer**.

36 FORCE MAJEURE

36.1 Any delay or failure of either **Party** to perform its obligations will be excused if and to the extent that the **Party** is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order.

36.2 The change in cost or availability of materials, components or services based on market conditions, **Supplier** actions, labor disruptions (such as lockouts, strikes and slowdowns) or contract disputes will not excuse **Supplier**'s performance, and the **Supplier** assumes these risks.

36.3 As soon as possible after the occurrence, the **Party** affected by the force majeure event will provide written notice describing such event and assuring the other **Party** of the anticipated duration of the delay or failure to perform and the time when the delay or failure will be cured.

36.4 During the delay or failure to perform by the **Supplier**, the **Buyer** may at its option and at **Supplier**'s expense:

(i) purchase **Supplies** from other sources and reduce its schedules to the **Supplier** by such quantities, without liability of any nature whatsoever to the **Supplier** or payment of any compensation ;

(ii) require the **Supplier** to deliver to the **Buyer** at **Buyer**'s expense all finished goods, work in process and parts and materials produced or acquired for work under the **Contract** ; or

(iii) have the **Supplier** provide **Supplies** from other sources in quantities and at a time requested by the **Buyer**, at the price set forth in the **Contract**.

36.5 If requested by the **Buyer**, the **Supplier** shall, within ten (10) calendar days following **Buyer**'s request, provide adequate assurances that the delay shall not exceed thirty (30) calendar days. If the delay lasts more than thirty (30) calendar days or the **Supplier** does not provide adequate assurance that the delay will cease within thirty (30) calendar days, the **Buyer** may terminate the **Contract** in its entirety or in part, at any time**,** with immediate effect, without notice of default, without respecting a period of notice, without liability of any nature whatsoever to the **Supplier** or payment of any compensation and without having to request the authorisation of a Court or of an arbitration tribunal, by simple notification by registered letter . Termination shall be effective at the date mentioned in the notice of termination.

37 SUBCONTRACTING – ASSIGNMENT – CHANGE OF CONTROL

37.1 The **Supplier** shall not subcontract, in whole or in part, the performance of the **Contract** to any third party without the prior written consent of the **Buyer**. Even if such consent is given, the **Supplier** shall be solely liable for the complete performance of the **Contract** in accordance with its terms and shall cause its subcontractors to comply with the **Contract**.

The **Buyer** shall not be held liable for any commitments undertaken by the **Supplier** to its subcontractors, even if the latter also have a contractual relationship with the **Buyer**, since the **Supplier** is the contracting party and is therefore liable for all the **Supplies**.

The **Supplier** commits to hold the **Buyer** harmless from any claim in this respect.

37.2 If the **Supplier**'s subcontractor or carrier brings legal action directly against the **Buyer** or its **Affiliated Companies** for payment of services carried out as part of the **Contract**, the **Buyer** expressly reserves the right to offset the amounts claimed by the said subcontractor or carrier against any amounts owed to the **Supplier** or its **Affiliated Companies** under the **Contract**, in accordance with Article 25.7 "Set-off" above.

37.3 The **Supplier** shall not transfer or assign in whole or in part its rights and obligations arising under the **Contract** for any reason whatsoever without the **Buyer**'s prior written consent.

37.4 The **Buyer** may transfer or assign in whole or in part its rights and obligations arising under the **Contract** to any of its **Affiliated Companies** or to a third party acquiring all or part of the **Buyer**'s business (further to a merger, split-off, asset transfer or by any other means).

37.5 The **Supplier** shall immediately notify the **Buyer** in the event of change of control, which means occurrence of one of the following events:

- the shareholder(s) owning more than fifty percent (50%) of the voting shares of the **Supplier** at the effective date of the **Contract** subsequently hold(s) less than fifty percent (50%) of the voting shares ;
- the shareholder(s) having the voting control at the board of directors (or any similar organ) of the **Supplier** at the effective date of the **Contract** subsequently does (do) not have the voting control at the board of directors (or any similar organ) of the **Supplier** ;
- the **Supplier** enters into an agreement of merger or consolidation pursuant to which the shareholder(s) of the **Supplier** owning more than fifty percent (50%) of the voting shares of **Supplier** or having the voting control at the board of directors (or any similar organ) of the **Supplier** at the effective date of the **Contract**, subsequently hold(s) less than fifty percent (50%) of the voting shares or does (do) not have the voting control at the board of directors (or any similar body) of the entity resulting from such a merger or consolidation ; or
- the sale by the **Supplier** of a substantial part of its assets used to perform the **Contract**.

In the event of such change of control, the **Buyer** shall be entitled to terminate the **Contract** in its entirety or in part, at any time**,** with immediate effect, without notice of default, without respecting a period of notice, without liability of any nature whatsoever to the **Supplier** or payment of any compensation and

without having to request the authorisation of a Court or of an arbitration tribunal, by simple notification by registered letter . Termination shall be effective at the date mentioned in the notice of termination.

38 JURISDICTION – APPLICABLE LAW

38.1 The **Contract** shall be governed by the laws of Belgium but excluding conflicts of laws principles. The **Parties** expressly waive the application of the United Nations Convention on International Contracts for the Sale of Goods concluded in Vienna on April 11, 1980, as the same may be amended or restated from time to time.

38.2 Any claims or disputes arising out of or relating to the **Contract** or a breach of the **Contract** shall be settled in the competent courts sitting in Brussels, even in the event of joinder or multiple defendant(s).

39 MISCELLANEOUS

39.1 Entire agreement

The **Contract** constitutes the entire agreement between the **Parties** with respect to the matter contained in the **Contract**, and it supersedes all prior oral or written representations and agreements. Any modification or variation of the **Contract** shall be binding between the **Parties** only if it is part of a subsequent agreement executed by the duly authorized representatives of the **Parties**.

39.2 Independence of the Parties

The **Contract** has been concluded between independent **Parties** and none of its provisions shall be interpreted as giving either of the **Parties** the right or mandate to act on behalf of the other **Party** or as implying any association, partnership or society between them.

39.3 Severability

If any term(s) of the **Contract** is (are) invalid or unenforceable under any statute, regulation or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation or rule, and the remaining provisions of the **Contract** shall remain in full force and effect. In such a case, the **Parties** undertake to renegotiate such invalid or unenforceable term(s) in order to restate valid and enforceable provision(s) as nearly as possible to the original intention of the **Parties**.

39.4 No Implied waiver

The failure of either **Party** at any time to require performance by the other **Party** of any provision of the **Contract** shall not be considered as constituting a waiver of any such provision or of any other provision. Any waiver by either **Party** of a breach of any term, provision or condition of the **Contract** shall not constitute a waiver of any subsequent breach of the same or any other term, provision or condition of the **Contract**.

39.5 Remedies

The remedies described in the **Contract** shall be cumulative and in addition to any other remedies provided in law.

39.6 Language

38.6.1 The **GPC** are written in English, in French and in Dutch. All versions have equally effect in law, it being acknowledged by the **Parties** that these versions are consistent in all material respects.

38.6.2 In case of difficulties in the interpretation of the **GPC** between the English version and the French / Dutch versions, the English version shall be the prevailing version between the **Parties**.