PLASTIC OMNIUM
Auto Exterior division

General Purchasing Conditions

TABLE OF CONTENTS

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

1 DEFINITIONS

Affiliated Company(ies, 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 directly or indirectly holding at least fifty percent (50%) of equity or voting rights.

Audit(s), the quality control(s) or audit(s) described in Article 19.1 "Quality controls – Audits".

Blanket Order or **Global Order** or **Open Order**, documents by which the **Buyer** orders **Products and/or Services** and which give the main characteristics thereof but do not state the duration of the purchase order or the final quantities, such final quantities to be specified in **Releases**.

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

Closed Order(s) or **Firm Order(s)**, documents, other than a **Blanket Order**, by which the **Buyer** orders **Supplies**.

Contract, means the set of contract documents concerning the **Supply** and that governs the relationship between the **Parties**, as set forth in Article 3 "Contract documents" below.

GPC, the General Purchasing Conditions, i.e., this document.

Inbound Logistics Specifications, the **Buyer**'s Inbound Logistics Specifications, which may be found as described in Article 14 below "**Buyer** policies".

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

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

Product(s), all parts, components, equipment, tools, materials and any other goods and products, in accordance with the description in the **Contract**.

Purchase Order or **Order**, the document by which the **Buyer** orders **Supplies** from the **Supplier**, whether a **Blanket Order** or a **Closed Order**.

Release, instruction 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), any elements other than **Pre-existing Rights**, of any type, whether or not protectable by intellectual property rights, on any medium or in any form whatsoever, that are derived at any time from the performance of the **Contract** (including but not

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

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

Supplier, the supplier of a product 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, the **Buyer**'s Supplier Management Guide, which may be found as described in Article 14 "**Buyer** policies".

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

Tools, all tools, implements, dies, jigs, gauges, assembly equipment, machines and other equipment and items lent to the **Supplier** by the **Buyer** in accordance with Article 18 "**Tool** lending". Such tools may be (i) directly or indirectly furnished by the **Buyer** to the **Supplier** to perform the **Contract** or (ii) ordered by the **Buyer** and procured by the **Supplier**. **Tools** may be owned by the **Buyer** or its customer, as the case may be.

2 SCOPE

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

2.2 The **GPC** shall prevail over and supersede any general conditions of sale, as well as any provision contained in any invoices or any other document issued by the **Supplier**.

2.3 The **GPC** shall govern each **Contract** unless the application thereof is otherwise limited by express provisions of a **Purchase Order** or particular conditions issued by the **Buyer**.

3 CONTRACT DOCUMENTS

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

1) the **Purchase Order** ;
2) the **Release(s)** ;
3) if applicable, any particular conditions issued by the **Buyer** and the appendices thereto (e.g. a nomination letter) ;
4) the **GPC** ;
5) **Buyer**'s policies as described in Article 14 "**Buyer** policies" ; and
6) any other 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 contract documents listed in Article 3.1 above, the order of precedence set out in said Article shall prevail. In case of a contradiction within the same contract document, specific provisions shall prevail over general provisions.

4 PURCHASE ORDERS

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

4.2 **Supplier**'s commencement of the work that is the subject of the **Contract** shall also constitute acceptance by the **Supplier** of all terms of the **Contract**, whether or not the **Supplier** has sent a written acknowledgement containing different or additional terms.

4.3 In any event, the **Buyer** may cancel a **Purchase Order** at any time before (i) the **Buyer** receives written acknowledgment of receipt from the **Supplier**, or (ii) the **Supplier** begins the work that is the subject of the **Contract**, by giving written notice to the **Supplier**. Cancellation shall be effective at the time the **Supplier** receives said notice. Such cancellation shall not entitle the **Supplier** to any compensation or damages whatsoever.

4.4 The **Supplier** shall not manufacture any **Products** or perform any **Services**, or procure any of the materials or components required for the production of the **Products**, and the **Buyer** shall have no obligation to buy them, except to the extent expressly authorized in **Closed Orders** or **Releases** and for maintaining safety stock levels (as described in Article 10 "Security plan").

5 RELEASES

5.1 **Releases** shall not constitute a separate order, but are an essential part of a **Blanket Order**. Thus, the **Supplier**'s breach of any **Release** shall constitute a breach of the entire **Blanket Order**.

5.2 The **Buyer** may require the **Supplier** to participate, at the **Supplier's** expense, in an electronic data interchange (EDI) or similar supply management program for giving notice of **Releases**, shipping confirmations and any other information deemed necessary for proper handling thereof.

6 CHANGES TO THE CONTRACT

6.1 The **Buyer** reserves the right to change the **Contract** at any time (e.g. the technical specifications for the **Supplies** or the scope of the work covered by the **Contract**), and the **Supplier hereby agrees** to properly implement and carry out such changes

6.2 If such changes have an impact on costs, lead times or quality, the **Supplier** shall inform the **Buyer** thereof and send a technical and financial proposal accompanied by appropriate supporting documentation. The **Buyer** may, at its discretion, accept 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 if the **Supplier** fails to comply with Articles 6.1 and 6.2 above, the **Buyer** expressly reserves the right to:

- have the changes carried out by another company, in which case the **Supplier** agrees to provide the **Buyer** with all drawings, plans, technical specifications and any other documents needed to carry out such changes; or
- terminate all or part of the **Contract** in accordance with the provisions of Article 33.1 "Termination for convenience".

6.4 The **Supplier** shall not modify the **Supplies** (including but not limited to by changing the components, materials, processes and/or place of manufacture thereof) without the **Buyer**'s prior written approval.

7 NON-EXCLUSIVITY

The **Buyer** is not required to purchase **Supplies** exclusively from the **Supplier** unless otherwise expressly stated in the **Contract**.

8 INFORMATION, ADVICE AND WARNINGS

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

- give all necessary advice regarding the adequacy of the **Supplies**' technical specifications ;
- give the **Buyer** necessary information, advice and warnings regarding the nature and composition of the **Supplies** ;
- give the **Buyer** necessary information and advice regarding proper storage and use of the **Supplies** ;
- warn the **Buyer** about risks in connection with the **Supplies**, in particular concerning health, safety, environmental or other hazardous risks ; and
- inform the **Buyer** of any risk of quality shortfall or other deficiency in the **Supplies** of which the **Buyer** should be aware, and immediately warn the **Buyer** in case any defect in the **Supplies** is discovered, particularly if such defect could endanger the safety of persons or property or result in the shutdown of **Buyer**'s customers production line.

9 VOLUMES - FLEXIBILITY

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

9.2 In response to a request from its customer to increase or decrease the **Supplies**, the **Buyer** may adjust the quantities ordered from the **Supplier** in proportion to such increase or decrease.

9.3 In the event the **Buyer**'s customer ceases production, the **Buyer** reserves the right to terminate the **Contract**, without liability or the obligation to pay the **Supplier** compensation on any grounds, provided the **Supplier** is given immediate notice, in writing. Termination shall take effect on the date of the notice.

9.4 The **Supplier** shall maintain a production capacity that enables it to meet the circumstances described in this Article 9 and to produce the **Supplies** for the **Buyer** in strict conformity with the **Releases**.

9.5 Each of the **Parties** shall bear its own costs resulting from the circumstances described in this article 9. More specifically, the **Supplier** bears the risk of any volume fluctuations and waives the right to claim any additional payment, including but not limited to payment of additional Part Price Amortization (PPA) in the event the volumes forecast are not reached.

10 SECURITY PLAN

10.1 For **Products** delivered pursuant to serial production under a **Blanket Order**, the **Supplier** shall implement and maintain a security plan enabling the **Supplier** to perform all **Releases** without causing interruption to the production of the **Buyer** and its customers.

10.2 In particular, such security plan shall include but shall not be limited to:

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

10.3 The **Supplier** shall communicate its security plan to the **Buyer** 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 all **Tools**, implements of all types and equipment necessary to produce spare parts, as well as all corresponding plans, drawings, and manufacturing processes, until the end of the time period referred to in Article 11.1 above.

12 COMPLIANCE WITH LAWS

12.1 General provisions

12.1.1 The **Supplier** undertakes to comply with all applicable laws and regulations, including but not limited to those related to health, safety, labour and the environment. In addition, the **Supplier** shall be responsible for complying with applicable international laws, standards and regulations in the fields of health, safety, the environment, child labour, illicit and illegal labour, discrimination and human rights.

12.1.2 Therefore, the **Supplier** shall in particular, but without limitation:

- ensure that the **Supplies** fully comply with the laws and regulations of the countries in which the **Supplies** are produced and sold and, if applicable, of the countries in which the vehicles into which said **Supplies** are to be incorporated are produced and sold;
- obtain and maintain in force all authorizations necessary to conduct its business, and provide a copy thereof when requested by the **Buyer**; and
- comply with all of United Nations Global Compact's provisions in fields such as human rights, working conditions, the environment, and anti-corruption.

12.1.3 The **Supplier** shall be liable for all consequences of any non-compliance with the provisions of this article 12 (including but not limited to any costs incurred as a result thereof).

12.2 Compliance with labour laws

12.2.1 Before beginning performance of the **Contract**, and every six months thereafter until the expiry or termination of the **Contract**, the **Supplier** shall provide the **Buyer** with the following documents:

a) A certificate issued by the *Tesorería General de la Seguridad Social* attesting that the **Supplier** is current on its payments;

b) TC1 and TC2 attesting that the employees who will perform the work are registered and that the relevant contributions therefore have been paid;

c) A certificate issued by the appropriate tax office (AEAT) attesting that the company is current on its tax obligations.

12.2.2 The **Supplier** shall request and obtain the same documents from its subcontractors before performance of the **Contract** begins and every six (6) months thereafter until the expiry or termination of the **Contract**.

12.3 Anti-corruption commitments

12.3.1 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").

12.3.2 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.

12.3.3 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.

12.3.4 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.

12.3.5 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.

12.3.6 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.

12.3.7 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.

12.3.8 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.

12.3.9 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.

12.3.10 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**.

12.3.11 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.

13 HAZARDOUS MATERIALS

13.1 Warnings

13.1.1 In the event that any hazardous or restricted materials are a component or part of the **Products**, the **Supplier** shall give the **Buyer** sufficient warning in writing (including but not limited to appropriate labels on all **Products**, containers and packaging, material safety data sheets and certificates of analysis) before and at the time the **Products** are shipped.

13.1.2 In particular, the **Supplier** shall inform the **Buyer** *inter alia* of any special instructions that carriers, the **Buyer** and its employees need to know in order to take appropriate measures during handling, shipment, processing, use or disposal of such **Products** and of containers and packaging used for shipment thereof.

13.2 Compliance with laws

The **Supplier** shall comply with all laws and regulations concerning hazardous or restricted materials, such as European Directive 2000/53/EC on end-of-life vehicles.

13.3 CMR (carcinogenic, mutagenic and repro-toxic) substances

13.3.1 The **Supplier** shall comply with the provisions of the "REACH" European Regulation (European Regulation 1907/2006 on the registration, evaluation, authorisation and restriction of chemical substances) concerning chemicals and the use thereof.

13.3.2 In particular, if necessary, the **Supplier** shall register the substances contained in the **Supplies** in accordance with the REACH regulation. Such registration shall take into account the **Buyer**'s use of the substances and the **Supplier** shall include such use in the assessment of chemical safety.

13.3.3 The **Supplier** shall inform the **Buyer** every quarter, in writing, of all such substances, based on the form which may be found at https://suppliers-ae.plasticomnium.com or by contacting the **Buyer**.

13.3.4 The **Supplier** represents and warrants that the **Supplies** do not contain any CMR substances of category 1A and 1B, as defined in the REACH regulation.

14 BUYER'S POLICIES

14.1 The **Supplier** shall comply with all policies established by the **Buyer** and its customer.

14.2 **Buyer**'s policies include *inter alia* the **Supplier Management Guide** and the **Inbound Logistics Specifications**. The **Buyer**'s policies may be found at https://suppliers-ae.plasticomnium.com or by contacting the **Buyer**.

14.3 The **Supplier** is responsible fro keeping up to date with the provisions of the **Buyer**'s policies.

15 CERTIFICATIONS

15.1 The **Supplier** shall possess the relevant certificates set out in the **Supplier Management Guide**.

15.2 Accreditations shall include the **Supplies** and be awarded by an independent and duly authorized body.

15.3 In the event that the **Supplier** is not ISO 14001 or OHSAS 18001 certified in accordance with the **Supplier Management Guide** on the effective date of the **Contract**, the **Supplier** shall take all steps and measures to obtain such certificates within a reasonable time.

15.4 The **Supplier** shall in an appropriate form inform the **Buyer** as soon as possible of any present or future change in its accreditation status and of the steps taken in response thereto.

16 WORK PERFORMED ON THE BUYER'S SITES

16.1 Before any work is undertaken on any of the **Buyer**'s sites by the **Supplier**, the **Supplier shall contact the Buyer** in order to:

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

16.2 The **Supplier** shall comply and ensure that all of its employees and representatives comply with said prevention plan, as well as with all policies and procedures regarding health and safety in effect at the **Buyer**'s site. At the **Buyer**'s request, the **Supplier** shall provide all documents evidencing such compliance.

16.3 If the **Supplier** does not comply with any of these obligations, the **Buyer** reserves the right to refuse the **Supplier** access to its sites or to prevent the **Supplier**'s continued presence thereon.

17 EMPLOYEES

17.1 The **Supplier** shall be responsible for supervising, managing and remunerating its employees for the performance of the **Contract**.

17.2 For the purposes of performing the **Contract**, the **Supplier** shall employ only duly trained and qualified personnel.

18 TOOL LENDING

18.1 Ownership - Risks

18.1.1 The **Tools** are the exclusive property of the **Buyer** or its customer.

18.1.2 The **Tools** shall not be the subject of any attachments, liens, security interests, claims of title, or seizure proceedings. Furthermore, the **Supplier** shall identify the **Tools** as being the exclusive property of the **Buyer** (or of its customer, if applicable) by any appropriate means, including but not limited to by affixing in a visible manner a plate to the **Tools** indicating who is the owner.

18.1.3 As long as the **Tools** are in the **Supplier**'s possession, the **Supplier** shall bear the risks of loss of and damage to the **Tools** and shall keep the **Tools** insured at their replacement value for the benefit of the **Buyer** or its customers.

18.2 Use

18.2.1 The **Supplier** shall ship, install and work with the **Tools** on its premises at its own expense and risk.

18.2.2 The **Tools** shall be used exclusively to perform the **Contract**, in accordance with state of the art and **Buyer**'s recommendations and procedures.

18.2.3 The **Supplier** shall not modify, destroy, copy, reproduce or replace the **Tools**, or remove the **Tools** from its premises, without **Buyer**'s prior written approval.

18.3 Repairs - Maintenance

18.3.1 The **Supplier** shall keep the **Tools** in good working order and carry out any necessary repairs and maintenance at its own expense.

18.3.2 The **Supplier** shall promptly inform the **Buyer** of any malfunction or damage caused to the **Tools** or sustained thereby, as well as of any event likely to require that the **Tools** to be replaced or that could cause a stoppage to the supply of the **Products**.

18.3.3 Provided **twenty four** (24) hours' prior notice is given, the **Buyer** shall be entitled to enter the **Supplier**'s premises, during the **Supplier**'s business days and hours, to inspect the **Tools** and the **Supplier**'s records and registers with respect to the **Tools**.

18.4 Defects - Damage

18.4.1 The **Buyer** shall not be liable for any hidden defects of which it is not aware that make the **Tools** unfit for their intended use and, therefore, shall not indemnify the **Supplier** for any loss or damage that may be the consequence of such defects.

18.4.2 More broadly, the **Buyer** shall not be liable for damage caused to or by the **Tools**.

18.5 Return

18.5.1 Upon the **Buyer**'s request and without the right to payment of any kind, the **Supplier** shall immediately return the **Tools**, and shall comply with the **Buyer's** instructions relating to the return thereof, including the return method and location.

18.5.2 The **Supplier** shall be responsible for labour and other costs incidental to the return of the **Tools**.

18.5.3 The **Supplier** shall cooperate with the **Buyer** to ensure smooth return of the **Tools** and shall provide the **Buyer** with access to all facilities where the **Tools** are located.

18.5.4 The **Supplier** expressly waives:

- any right to additional notice or procedures in connection with the **Buyer**'s exercise of its rights under this Article 18.5 "Return" ;

- any lien or other rights that the **Supplier** may have with respect to the **Tools** ; and
- any objection it may assert against the **Buyer**'s repossession and removal of the **Tools** with or without cause.

19 CONTROLS

19.1 Quality controls - Audits

19.1.1 Provided **twenty four** (24) hours' prior notice is given, the **Buyer** may at any time during the term of the **Contract** carry out **Audits** on the **Supplier**'s premises during the **Supplier**'s normal business 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 interfere with the **Supplier**'s performance of the **Contract**.

19.1.2 The **Supplier** shall cooperate with the **Buyer** (or the third party acting on behalf of the **Buyer**) in order to facilitate the **Audit**, in particular by granting access to any location, facility, documentation or information requested and by answering all relevant questions.

19.1.3 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**.

19.1.4 If the **Audit** shows non-compliance with the **Contract**, the **Supplier** shall as soon as possible take all measures recommended by the **Buyer**. In particular, the **Supplier** shall 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.

19.1.5 These quality **Audits** shall not reduce the **Supplier**'s liability in any manner whatsoever and shall not affect the **Buyer**'s right to reject all or part of the **Supplies** at the time of delivery.

19.2 Financial review

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

19.2.2 The **Supplier** shall fully cooperate in such review and shall promptly provide copies of or access to documents requested, including but not limited to financial records and statements, forecasts, business plans and loan contracts, and during reasonable business hours shall make its financial managers available to the **Buyer** for the purpose of reviewing and clarifying any doubts.

19.2.3 The **Buyer** and any third party designated by the **Buyer** shall keep confidential any non-public information about the **Supplier** obtained during a financial review, in accordance with the provisions of Article 31 "Confidentiality".

20 SHIPPING AND DELIVERY

20.1 Delivery terms

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

20.1.2 The **Supplier** shall bear all risks of loss of the **Products** during shipping and shall properly insure all shipments.

20.2 Packing - Labelling

20.2.1 The **Supplier** shall be responsible for packing and labelling the **Products**.

20.2.2 Each packing unit shall legibly show the following information on the outside (the following list is not exhaustive), in accordance with the labelling specifications set forth in the **Inbound Logistics Specifications**:

- the exact names and addresses of the shipper and recipient ;
- the exact name of the **Products** ;
- the **Purchase Order** and batch number ;
- the quantity delivered or the net or gross weight ;
- for equipment, the number of packages delivered ; and
- instructions concerning storage and safety conditions.

20.2.3 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 shipping, handling and storage at the destination.

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

20.3 Shipping documents

The **Supplier** shall provide two (2) copies of a detailed delivery slip with each delivery. The delivery slip shall in all cases contain the following information:

- all details enabling identification of the **Products** and verification of the quantity thereof;
- the bundling and nature of the packaging; and
- all information stated on the packing unit as set forth in Article 20.2.2 above.

21 DELIVERY LEAD TIMES

21.1 Time of delivery and delivery conditions are material terms of the **Contract**. Deliveries shall be made on business days during business hours, on the date specified in the **Contract**. No deliveries shall be accepted outside these times without the **Buyer**'s prior express approval.

21.2 In the event of early delivery, the **Buyer** shall be entitled to either return the **Supplies** or to store them until collected by the **Supplier**, at the **Supplier**'s sole risk and cost.

21.3 The **Supplier** alone shall bear all expenses, including premium shipping expenses, necessary to meet delivery dates. In addition, the **Supplier** shall be liable for any costs or expenses which the **Buyer** may incur as a result of any late deliveries, including all costs or expenses resulting from disruptions to the production facilities of the **Buyer** or its customer (e.g. supply chain stoppages, etc.).

22 ACCEPTANCE OR REJECTION OF SUPPLIES

22.1 Acceptance of Supplies

22.1.1 Acceptance of the **Supplies** shall occur when the **Buyer** has verified that the **Supplies** are in strict compliance with the **Contract**.

22.1.2 In the case of **Products**, the **Buyer** shall use commercially reasonable means to inform the **Supplier** of any apparent defects as soon as possible from the time when such defects should be detectable in the ordinary course of operations.

22.1.3 **Services** shall be deemed accepted by the **Buyer** only at the time the **Buyer** signs and delivers a completion certificate or other written evidence of **Supplier**'s compliance in accordance with the **Contract** (such as a statement of work).

22.1.4 The **Buyer** shall have no duty to inspect the **Supplies** at the time **Products** are delivered or **Services** completed. The fact that the **Buyer** does not make a claim or reservation at such time shall not be deemed an acceptance of the **Products** or **Services** and shall not, under any circumstances, be deemed a waiver by the **Buyer** of its right to assert any claim on such grounds in the future.

22.1.5 Payment for nonconforming **Supplies** (or **Supplies** not in accordance with the specifications) shall not constitute acceptance of the **Supplies**, nor shall payment limit or impair the **Buyer**'s right to take any legal recourse at any time. Payment shall also not release the **Supplier** of its liability for undisclosed, latent or otherwise undetected defects.

22.1.6 Notwithstanding the **Buyer**'s acceptance of the **Supplies**, the **Buyer** reserves the right to assert that the **Supplies** are not in accordance with the specifications if the **Buyer** later discovers a defect or other non-conformity of the **Supplies**.

22.1.7 The **Buyer**'s approval of any study, design, drawing, material, process, initial sample or specifications shall not release the **Supplier** from liability for any defect, damage or loss, and does not imply acceptance of the **Supplies** delivered and/or to be delivered.

22.2 Nonconforming Supplies

22.2.1 The **Buyer** reserves the right to reject the **Supplies** in any of the following cases:

- non-compliance or nonconformity of the **Supplies** with the specifications set forth in the **Contract** ;
- incomplete or excess quantities ;
- quality problems ; or
- failure to observe delivery lead times or completion deadlines.

22.2.2 If it rejects the **Supplies**, the **Buyer** may exercise any of the following remedies, without prejudice to any other rights conferred by law or the **Contract**:

- request that the **Supplier** timely replace the nonconforming **Supplies** with conforming **Supplies** in accordance with the specifications ;
- obtain **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 **Supplies**, 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 but not limited to costs of inspection, sorting, testing, storage, or processing), as well as administrative costs in connection with the nonconformity.

22.2.3 The **Buyer** shall put the **Supplies** at the **Supplier**'s disposal in accordance with the **Supplier**'s reasonable instructions and at the **Supplier**'s cost and risk. The **Supplier**'s failure to provide written instructions, within two (2) business days after notice of nonconformity, or such shorter period as may be commercially reasonable, shall entitle the **Buyer**, in the **Buyer**'s discretion, to charge the **Supplier** for storage and handling, or to dispose of the goods without liability to the **Supplier**.

23 ADMINISTRATIVE FEES

23.1 If the **Supplies** are delivered late or if **Supplies** are nonconforming, the administrative fees set forth in the **Supplier Management Guide** shall become due and payable to the **Buyer** after notice is given of the amount of such fees.

23.2 The administrative fees set forth in the **Supplier Management Guide** or in the **Contract** shall not be deemed compensation for any loss or damage to which it relates, but a reasonable estimate of the **Buyer**'s administrative costs associated with late delivery or nonconforming **Supplies**. Such administrative fees shall not affect the **Buyer**'s right to claim damages in accordance with Article 26 "Liability" and/or to terminate all or part of the **Contract** in accordance with the provisions of Article 33 "Termination".

24 PRICES, INVOICING AND PAYMENT TERMS

24.1 General provisions

24.1.1 The **Supplier** acknowledges having received all information required to determine 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**.

24.1.2 Prices shall be understood DDP, in accordance with Article 20.1 "Delivery terms", and are deemed assumed to remunerate the **Supplier** for all its expenses, disbursements, costs, charges (including quality controls) and obligations of any kind under the **Contract**.

24.2 Taxes and duties

Prices are net of applicable taxes and customs duties. The **Supplier** shall add taxes to its invoices in accordance with the laws in force.

24.3 Invoicing

Invoices shall comply with all legal obligations. In addition, they shall include all details enabling identification and control of the **Supplies**. Invoices must be sent in duplicate to the billing address specified in the **Purchase Order**, and shall not be included with deliveries. The **Buyer** reserves the right to return unpaid all invoices submitted incorrectly.

24.4 Factoring

If the **Supplier** enters into an agreement with a factoring company, the **Supplier** shall assign its receivables to the same factoring company for all **Contracts**. If the **Supplier** assigns such receivables

to more than one factoring company, the **Buyer** shall not be liable for any late payment or mistakes caused by such situation, and the **Supplier** shall indemnify and hold the **Buyer** harmless from and against any costs or damage resulting thereof. This Article shall in no event be construed as the **Buyer**'s acceptance of factoring and of the **Supplier**'s assignment of receivables owed by the **Buyer**, or as a waiver of any of the **Buyer's** rights under the **Contracts**.

24.5 Payment terms

The **Supplies** shall be paid in accordance with the payment terms and using the payment means specified in the **Purchase Orders**, whether **Blanket Orders** or **Closed Orders**, provided the **Supplies** comply with the **Contract**.

24.6 Late payment

In the event of a delay in payment, late payment interest shall be the interest rate applied by the European Central Bank (ECB) to its most recent main refinancing operations, understood as the rate applied to fixed-rate tenders carried out before the first day of the relevant calendar half-year, plus seven (7) percentage points. Such interest rate shall be applied to the amounts owed, without capitalization and prorated to time elapsed.

24.7 Set-off

In addition to any set-off rights 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,** on whatever grounds, against any amount owed by the **Buyer** or any of its **Affiliated Companies** to the **Supplier** or any of its **Affiliated Companies**, whether or not in connection with the **Contract**.

25 WARRANTY

25.1 Scope

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

- in compliance with all applicable laws as defined in Article 12 "Compliance with laws" ;
- in compliance with the agreed specifications (i.e. the drawings and all other documentation that defines the **Supplies** 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 approved by the **Buyer** ;
- merchantable and fit for the particular purposes for which the **Supply** are intended, and as safe as can reasonably be expected ;
- free from any apparent or latent defect in design (to the extent the **Supplies** are designed by the **Supplier**), manufacturing and operation ; and
- free from any encumbrances, rights, and liens of any third party.

25.1.2 The warranty period shall continue for the time specified in the **Purchase Order** or the particular conditions issued by the **Buyer**. If no such time period is specified, the warranty period shall continue:

(i) for the warranty period granted by the **Buyer** to its customers for the products into which the **Supplies** are incorporated ;

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

(iii) in any case other than those described in paragraphs (i) and (ii) above, for no less than twenty four (24) months as from acceptance of the **Supplies** in accordance with Article 22.1 "Acceptance of **Supplies**".

25.1.3 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**.

25.1.4 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**.

25.2 Nonconformity

25.2.1 In the event the **Supplies** do not conform to the foregoing warranty, the **Supplier** shall, at the **Buyer**'s request, repair or replace the **Product** or correct the **Services** or perform them again, at no cost to the **Buyer, and without prejudice to the Buyer**'s right to terminate the **Contract** in accordance with Article 33 "Termination" or to make any claim for damages.

25.2.2 The warranty period shall be extended by a period equal to that during which non-conforming **Supplies** are not available. If **Supplies** under warranty are repaired or replaced, a new warranty shall run for a period equal to that of the initial warranty.

26 LIABILITY

26.1 The **Supplier** shall be liable for all direct, indirect, incidental or consequential damage, losses, costs and expenses incurred by the **Buyer** or any third party resulting from the **Supplies** and/or the **Supplier**'s breach of **Contract** (such as delivering **Supplies** that do not conform to the specifications, are defective or do not comply with the shipping and delivery requirements under the **Contract**), even if the **Supplier** has cured the breach.

26.2 The **Supplier** agrees to indemnify, defend and hold harmless the **Buyer**, its **Affiliated Companies**, customers (both direct and indirect, including manufacturers of vehicles into which the **Products** are incorporated), dealers and users of the products sold by **Buyer** (or the products into which they are incorporated) and all of their respective agents, successors and assignees, and each of their shareholders, directors, officers, employers and agents, from and against any and all damages, losses, costs, and expenses set forth in Article 26.1 above. This includes but is not limited to compensating the **Buyer** for:

- any amounts charged by the **Buyer**'s customer(s) to the **Buyer** ;
- all verification, sorting, repair, replacement, curing or substitution costs 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 (withdrawal of **Products**), corrective service action or other voluntary or involuntary action in which the **Buyer** or its customer participates as a result of the incorporation of the **Products** into goods sold by the **Buyer**.

26.3 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**.

26.4 At the **Buyer**'s request, the **Supplier** shall participate, on its own behalf and at its own expense, in any audit or testing procedure initiated by the **Buyer** or its customer in connection with the **Supplies**.

27 INSURANCE

27.1 The **Supplier** shall at its own expense take out and maintain in force, throughout the term of the **Contract**, 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**. The **Supplier**'s insurance policies shall include a clause covering recall campaign costs and expenses incurred by the **Buyer** or by its customer.

27.2 The **Buyer** shall be entitled to require that the **Supplier** include in its policies certain insurance cover amounts and limits for the **Buyer**'s benefit. Such insurance cover and limits shall not be construed as a limitation of the **Supplier**'s liability.

27.3 In any event, the **Supplier** shall take out insurance covering personal injury and property damage that occur while operating on the **Buyer**'s site, in amounts reasonably estimated to cover potential losses, but in no amount less than EUR 2,000,000 per occurrence. The **Buyer** shall be named as an additional insured and beneficiary on such policies.

27.4 Before commencing performance of the **Contract**, and thereafter at the **Buyer**'s request, the **Supplier** shall provide the **Buyer** with the following documents evidencing compliance with this Article 27:

- insurance certificates attesting compliance with the above requirements and certifying the existence, cover limits, types of cover, term 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.

27.5 The **Supplier** shall inform the **Buyer** immediately in the event the insurance covers expire or are modified for any reason whatsoever. If such expiry or modification may affect the **Supplier**'s ability to pay damages as required by Article 26 "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".

28 TRANSFER OF TITLE

28.1 Unless otherwise specified in the **Contract**, title to the **Supplies** shall be transferred on the date the **Supplier** accepts the **Purchase Order**.

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

28.3 The **Supplier** acknowledges that the **Buyer** is the owner of all samples, models, prototypes and **Tools** that the **Supplier** produces for the purposes of performing the **Contract**.

28.4 No reservation of title clause proposed by the **Supplier** shall be effective against the **Buyer**. The **Supplier** shall ensure that no reservation of title clause is asserted by its subcontractors with respect to any item delivered by them and which is part of the **Supplies**.

28.5 Neither the **Supplier** nor its subcontractors shall place, perfect or pursue enforcement of any lien rights on the **Supplies**.

29 TRANSFER OF RISKS

Notwithstanding the provisions of Article 29 "Transfer of Title", the risks shall be transferred to the **Buyer** at the time the **Supplies** are delivered in accordance with the Incoterm referenced in Article 20.1 "Delivery terms".

30 INTELLECTUAL PROPERTY RIGHTS

30.1 Results

30.1.1 **Results** shall be the **Buyer**'s sole property.

30.1.2 Therefore, the **Supplier** shall transfer to the **Buyer** exclusive title to the **Results**, irrevocably and for the entire period of protection of the intellectual property rights, in the whole world, without limitation. Such transfer shall occur progressively, as the **Results** are produced.

30.1.3 The price of the **Supplies** includes the remuneration of the **Supplier** for such transfer of title.

30.2 Pre-existing rights

30.2.1 To the extent required for the **Buyer**'s use of the **Results**, the **Supplier** shall grant the **Buyer**, free of charge, a non-exclusive, irrevocable, worldwide license to its **Pre-existing Rights**.

30.2.2 Such license shall include the right to use, exhibit, 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.

30.2.3 The price of the **Supplies** includes the remuneration of the **Supplier** for the grant of such license.

30.3 Infringement / Breach

30.3.1 In performing the **Contract**, the **Supplier** shall not use the intellectual property rights of any third party without the prior written consent thereof and shall inform the **Buyer** of such use and consent. The **Supplier** alone shall pay all royalties or fees based on the use of such third-party intellectual property rights.

30.3.2 The **Supplier** agrees to indemnify, defend, and hold the **Buyer** harmless against all claims, actions, 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 **Supplies** and/or **Results** by the **Buyer** or its customers or suppliers.

30.3.3 In the event that the **Buyer** or its customers or suppliers are obliged to cease the use of all or part of the **Supplies** and/or **Results**, without prejudice to

any other claim or right that the **Buyer** may have under the **Contract** or at law, the **Supplier** shall at its own expense immediately carry out one of the following alternatives, in the **Buyer**'s discretion:

- obtain for the **Buyer** and its customers and suppliers the right to continue to use the **Supplies** and/or **Results** without restriction and at no additional expense ; or
- replace or modify the **Supplies** and/or **Results** so that the infringement ceases but they remain in full compliance with the requirements of the **Contract**.

31 CONFIDENTIALITY

31.1 The **Parties** undertake to keep strictly confidential and secret all information (including but not limited to business, financial and technical information) owned or held by either **Party** and disclosed to the other **Party**, or to which such **Party** has access, in connection with the **Contract**. Such confidential information shall not be used for any purpose other than performing the **Contract**.

31.2 However, information shall not be considered confidential if such information:

- was already know by the receiving **Party** or is developed by the receiving **Party** independently of its access to the information ;
- is legally obtained by the receiving **Party** from a third party not bound by a confidentiality obligation to the disclosing **Party** ; or
- was already or falls into the public domain without the fault of the receiving **Party**.

31.3 The receiving **Party** shall not be liable for the disclosure of confidential information if such **Party** is obliged to make such disclosure by a legal or regulatory provision in force (including but not limited to statements before the courts, tax authorities, etc.), provided the disclosure is limited to that required by said legal or regulatory provision.

31.4 Except as otherwise specified in Article 30 "Intellectual Property Rights" above, the receiving **Party** shall not claim any intellectual property rights whatsoever based on the confidential information.

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

32 TERM OF THE CONTRACT

32.1 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**".

32.2 For **Closed Orders** or **Firm Orders**, the **Contract** shall remain in force until the date specified in the **Contract** or the date the **Supplies** are accepted in accordance with Article 22.1 "Acceptance of **Supplies**", as applicable. **Blanket Orders** or **Open Orders** shall remain in force for an unlimited term. In any event, the **Contract** may be terminated or cancelled in accordance with the provisions of Article 33 "Termination" below.

33 TERMINATION

33.1 Termination for convenience

33.1.1 The **Buyer** shall be entitled to terminate the **Contract**, in whole or in part, with or without cause, without incurring any liability to the **Supplier** and without the obligation to pay any compensation, by giving the **Supplier** one (1) month's prior notice, in writing, in any reliable form. Termination shall be effective on the date specified in the notice of termination.

33.1.2 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**.

33.2 Termination for breach

In the event that either **Party** fails to perform the **Contract** in accordance with its terms, the other **Party** may terminate the **Contract**, by giving prior notice, in writing, in any reliable form, without liability of any nature whatsoever to the defaulting **Party** or payment of any compensation, if the defaulting **Party** does not correct such breach within one (1) month after receipt of formal notice, in writing, in any reliable form. Termination shall be effective at the date mentioned in the notice of termination.

33.3 Miscellaneous

The foregoing provisions shall be in addition to any other rights of the **Buyer** to cancel or terminate the **Contract** in accordance with the laws in force and Articles 9.3, 35.5 and 36.4 of these **GPC**.

34 EFFECTS OF TERMINATION OR EXPIRY OF THE CONTRACT

34.1 After termination or expiry of the **Contract**, for any reason, those terms of the **Contract** which by their nature survive termination shall remain in force.

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

- the **Tools**, in accordance with Article 18.5 "Return" ;
- at the **Buyer**'s request, the stock of raw materials and components (at their purchase price), semi-finished **Products** (at their cost price) and/or finished **Products** (at the price specified in the **Contract**) ; and
- all **Results**, models, prototypes and any other items owned by the **Buyer** under the **Contract**.

35 FORCE MAJEURE

35.1 Either **Party**'s delay in performing or non-performance of its obligations shall be excused if and to the extent that said **Party** is unable to perform specifically due to an event 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, fire, explosions, natural disasters, riots, war, sabotage or court orders or judgments. Force majeure shall have the definition given to it by the laws in force.

35.2 Changes in the cost or availability of materials, components or services based on market conditions, supply, labour disruptions (such as industrial actions,

strikes and work stoppages) or contract disputes shall not excuse the **Supplier**'s performance, and the **Supplier** assumes such risks.

35.3 As soon as possible after the occurrence of a force majeure event, the **Party** affected by such event shall give the other **Party** written notice describing the event and indicating the anticipated duration of the delay or non-performance and the date on which the event will be resolved.

35.4 During the **Supplier**'s delay or non-performance, the **Buyer** may at its discretion and at the **Supplier**'s expense:

(i) purchase **Supplies** from other sources and reduce orders placed with the **Supplier** by such quantities, without incurring any liability of any type to the **Supplier** and without the obligation to pay any compensation;

(ii) require the **Supplier** to deliver to the **Buyer**, at **Buyer**'s expense, all finished goods, semi-finished goods and components and materials produced or acquired under the **Contract**; or

(iii) require the **Supplier** to obtain the **Supplies** from other suppliers, in the quantities and within the time periods requested by the **Buyer**, at the price specified in the **Contract**.

35.5 If requested by the **Buyer**, the **Supplier** shall, within ten (10) calendar days following the **Buyer**'s request, provide adequate assurances that the delay shall not exceed thirty (30) calendar days in all. Failing this, the **Buyer** shall be entitled to terminate the **Contract**, in whole or in part, without the need for a court order, without incurring any liability of any type to the **Supplier** and without the obligation to pay any compensation, by giving the **Supplier** prior notice, in writing, in any reliable form. Termination shall be effective on the date specified in the notice of termination.

36 SUBCONTRACTING – ASSIGNMENT – CHANGE OF CONTROL

36.1 The **Supplier** shall not subcontract, in whole or in part, the performance of the **Contract** to any third party without the **Buyer**'s prior approval. If such approval is granted, the **Supplier** shall nevertheless remain solely liable for complete performance of all provisions of the **Contract** and shall ensure that its subcontractors comply with the **Contract**.

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

36.3 The **Buyer** may transfer or assign, in whole or in part, its rights and obligations under the **Contract** to any of its **Affiliated Companies** or to a third party that acquires all or part of the **Buyer**'s business (further to a merger, demerger, asset transfer or any other means).

36.4 The **Supplier** shall immediately notify the **Buyer** in the event of change of control, as defined below:

- the shareholder(s) who own fifty percent (50%) of the voting shares of the **Supplier** on the effective date of the **Contract** subsequently hold(s) less than fifty percent (50%) of the voting shares ; or
- the shareholder(s) who have the majority of votes on the board of directors (or any similar body) of the **Supplier** on the effective date of the **Contract** subsequently cease(s) having the majority of votes on the board of directors (or any similar body) of the **Supplier** ; or
- the **Supplier** enters into a merger or consolidation agreement pursuant to which the shareholder(s) of the **Supplier** who own more than fifty percent (50%) of the voting shares of **Supplier** or who have the majority of votes on the board of directors (or any similar body) of the **Supplier** on the effective date of the **Contract**, subsequently hold(s) less than fifty percent (50%) of the voting shares or cease(s) having the majority of votes on the board of directors (or any similar body) of the entity resulting from such 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 whole or in part, without incurring any liability of any type to the **Supplier** and without the obligation to pay any compensation, by giving the **Supplier** prior notice, in writing, in any reliable form.

Termination shall be effective on the date specified in the notice of termination.

37 JURISDICTION – GOVERNING LAW

37.1 The **Contract** shall be governed by the laws of the Kingdom of Spain. The **Parties** expressly exclude application of the United Nations Convention on International Contracts for the Sale of Goods, which was concluded in Vienna on 11 April 1980, as the same may be amended or restated from time to time.

37.2 With respect to issues concerning the interpretation, performance and compliance with the provisions of this **Contract**, without prejudice to mandatory laws applicable to jurisdiction, the **Parties** hereby expressly confer jurisdiction on the courts and tribunals sitting at the **Buyer**'s domicile, and waive their right to any other jurisdiction to which they may be entitled.

37.3 The expenses and costs generated by such litigation, including the fees of barristers and solicitors, including if the services thereof are not mandatory, shall be paid by the **Party** whose acts or omissions resulted in such litigation.

38 MISCELLANEOUS

38.1 Entire agreement

The **Contract** constitutes the entire agreement between the **Parties** with subject matter of the **Contract**, and it supersedes all prior oral or written representations and agreements. Any modification or variation of the **Contract** shall be binding on the **Parties** only if it is set forth in an amendment executed by the duly authorized representatives of the **Parties**.

38.2 Independence of the Parties

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

38.3 Severability

In the event any provisions of the **Contract** are invalid or unenforceable under any statute, regulation or other rule of law, such provisions shall be deemed amended or deleted, as applicable, 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 case, the **Parties** undertake to renegotiate such invalid or unenforceable provisions in order to replace them with valid and enforceable provisions as close as possible to the original intention of the **Parties**.

38.4 No implied waiver

The fact that during the term of the **Contract** either **Party** may not require that the other **Party** perform any provision of the **Contract** shall not be deemed a waiver of such provision or any other provision in the **Contract**. Furthermore, any waiver by either **Party** of a breach of any term, provision or condition of the **Contract** shall not be deemed a waiver of the right to subsequently request compliance with the same or any other term, provision or condition of the **Contract**.

38.5 Remedies

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

38.6 Language

38.6.1 The **GPC** are drafted in Spanish and English and both versions have the same legal effects. The **Parties** acknowledge that the content of these two versions is the same.

38.6.2 In case of a discrepancy in the interpretation of the Spanish and English versions of these **GPC**, between the **Parties**, the English version shall prevail.