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inspiring mobility

General Purchasing Terms and Conditions

Under Spanish Law

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1. DEFINITIONS

Notwithstanding anything to the contrary, the following words and expressions, when used with capital initial letters in the Contract, shall have the following meanings:

GPC	are the General Purchasing Terms and Conditions, consisting of this document and any document attached hereto or incorporated by reference.
Affiliated Company	is any legal unit controlled by Faurecia European Company or by a successor of Faurecia European Company, where "**controlled**" means the direct or indirect ownership of a minimum percentage of 35% of the entity's shares or the entity's voting rights.
Audit	is the auditing of the contractual obligations, means of production and facilities (including, but not limited to production processes, design processes and quality standards) of the Supplier.
Auditor	is the person or group of persons that are appointed by the Company at its sole discretion to undertake the Audit.
Background	is the entirety of the respective Contracting Party's Industrial and Intellectual Property that is already in existence at the time of the conclusion of the Contract and therefore, excludes Results.
Company	is the Affiliated Company that issues the Purchase Order.
Contract	is the entirety of all contractual documents that are listed in Section 3.1.
Contracting Parties	means collectively the Company and the Supplier; and Contracting Party means either of them, as the context infers.
Contractual Products	are all goods, products, equipment, tooling, components, assemblies or sub-assemblies or materials that are the subject matter of the Contract. The drawings, models, templates, samples, or similar objects or data on which the Contractual Products are based on, regardless of their form (tangible or intangible) or medium (including but not limited to paper, sample, electronic device).
Contractual Services	are all services that are the subject matter of the Contract.
Customer	is the automobile manufacturer to which the Company directly or indirectly delivers, after its transformation or incorporation to other goods, the Contractual Products or the result of the Contractual Services. If the Company was not nominated by the automobile manufacturer, the Customer is the company that nominated the Company for the delivery of the Customer Products or, as the case may be, engaged the Company therewith.
Customer Products	Those products that the Company commercialize, sell, distribute or in any other way transfer their ownership or their use to any third party as part of its ordinary course of business.
Default	is constituted when the concerned Party is in breach of its contractual obligations.

Defects are material defects altering the status of a particular Contractual Product or the provision or result of a Contractual Service, in each case.

The Contractual Products and/or Contractual Services have a material defect if (1) the Contractual Products and/or Contractual Services have not the agreed quality or Specifications, (2) are not suitable for the use intended under the Contract or (3), to the extent the quality and/ or the intended use have not been explicitly or implicitly agreed upon, is not suitable for the customary use and its quality is not usual in items of the same kind. Without limiting the generality of the foregoing, delivery by the Supplier of a different kind of item or of an item of lesser value than the Contractual Products and/or Contractual Services is equivalent to a material defect.

The Contractual Products and/or Contractual Services have a legal defect if third parties –including Customers-, in relation to the Contractual Products and/or Contractual Services, can assert any rights or claims of any kind, other than those rights or claims assumed pursuant to the Contract, against the Company.

Equipment are auxiliary items, such as but not limited to samples, prototypes, calibers and tooling, manufactured or provided by the Supplier in order to perform the Contractual Products and/or Contractual Services.

Faurecia Group is the group formed by the Faurecia European Company's Affiliated Companies, including the Company.

Faurecia European Company is Faurecia, an European company headquartered at 23-27, Avenue des Champs Pierreux, 92000 Nanterre, France, registered in the Commercial Register of Nanterre under number 542 005 376.

Force Majeure is any event being unavoidable, unforeseeable and beyond the reasonable control of the Contracting Parties including without limitation any of the following: fire, flood, acts of god or of the public enemy, war or civil disturbances, any future laws, rules, regulations or acts of any government or any official or agency of such government.

Industrial and Intellectual Property is constituted by the industrial and intellectual property of a Contracting Party or third party, including the Proprietary Rights and Know-How.

Invoice is a commercial invoice that contains all of the information necessary for identification and checking of the relevant delivery of the Contractual Products and/or Contractual Services.

Know-How is know-how of any kind, particularly inventions, test and development reports, drawings, models, ideas, suggestions, and calculation results of the Contracting Party, which are not Proprietary Rights.

Letter of Nomination is the document and its appendices whereby the Company appoints the Supplier for the supply of Contractual Products and/or Contractual Services.

Open Order is a Purchase Order containing all requisite characteristics of Contractual Products and/or Contractual Services, with the exception of certain particulars, including delivery dates or exact delivery quantities, that will attend to certain delivery schedules, Releases or other similar documents.

Order Confirmation is a copy or separate confirmation of the Purchase Order signed by the Supplier.

Particular Conditions are separate business terms and conditions, including any appendices thereto, specifically drafted for a given Contract and which contain specific requirements which address special product, local market or delivery requirements (if any), including legal matters specific to country where the Company or the Supplier is located. The Particular Conditions are intended to be applicable as per the relevant Purchase Order and are binding on the Company and the Supplier.

Personal Data is any information relating to an identified person or a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Price is the price that the Company has to pay as consideration for the Contractual Products and/or Contractual Services as set out in the Purchase Order.

Proprietary Rights are patents, utility patents, trademarks, design patents, copyrights or other proprietary rights, regardless of whether they are already registered at the date of formation of the Contract or are registered later.

Purchase Orders are all documents, including Open Order, by means of which the Company orders Contractual Products and/or Contractual Services.

Release is a call-off for Contractual Products and/or Services in terms of an Open Order.

Results is the entire Industrial and Intellectual Property, , and all intellectual work and inventions, excluding Background, created by the respective Contracting Party after entering into the Contract within the framework of providing the Contractual Products and/or Contractual Services.

Right of Use is the right to exploit the Industrial and Intellectual Property of any of the Contracting Parties or a third party. This right includes, in particular, but not limited to, the right of manufacturing, of performing further development, reproduction, dissemination, presentation, adaptation, redesign, use, and marketing and public communication. Unless otherwise expressly provided in the Contract, the Right of Use can be freely transferred and/or sub-licensed to the other Contracting Party, shall be irrevocable for the duration of the Industrial and Intellectual Property and valid worldwide.

Specifications are the required properties in particular of the Contractual Products

	and/or Contractual Services, specified by the Company, usually contained in documents attached to the Purchase Order and/or any Letter of Nomination.
Subcontractor	is any third party that the Supplier entrusts with the execution of at least part of the Contractual Products and/or Contractual Services.
Supplier	is the Contracting Party that is required to provide Contractual Products and/or Contractual Services to the Company.

2. SCOPE OF APPLICATION

2.1 These GPC shall apply to all Purchase Orders issued by the Company.

2.2 The GPC shall prevail over whatever general terms and conditions of the Supplier, even though the Contracting Parties do not expressly and specifically exclude its application to any particular Purchase Order.

3. CONTRACTUAL DOCUMENTS

3.1 The Contract consists, at least, of the following documents: (i) the Purchase Order and (ii) the GPC. In case of Open Orders, the Contract will also include the Releases.

In addition, when signed, the Letter of Nomination and the Particular Conditions will also be part of the Contract.

3.2 In the event of conflicts between provisions of the Contract foreseen in two or more documents set out in Section 3.1 above, the priority of the documents to determine which provision shall prevail will be the following: (i) Releases, if applicable; (ii) the Purchase Order; (iii) Letter of Nomination, if applicable; (iv) the Particular Conditions, if applicable; and (v) the GPC.

3.3 The Contract constitutes the entire agreement between the Contracting Parties and supersedes all prior, express or implied written or verbal, representations and/or agreements.

3.4 Amendments of the Contract must be in writing and must be validly signed by the Contracting Parties.

4. PURCHASE ORDER – FORMATION OF THE CONTRACT

4.1 The Purchase Order issued by the Company may be sent to the Supplier by letter, email, fax or any other electronic means determined by the Company. The Contract is deemed to be effective and came into force when the Supplier dispatches an Order Confirmation to the Company by letter, email, fax or any other electronic means determined by the Company within a period of ten (10) calendar days from dispatch of the Purchase Order. For purposes of the computation of the previous term, the date indicated on the Purchase Order shall be deemed to be the date of dispatch.

4.2 The Company shall be entitled to revoke Purchase Orders in writing with immediate effect, without a statement of grounds ("*justa causa*"), given that said revocation is sent to the Supplier at any time prior to the receipt of the Order Confirmation. Timely revocation shall not confer rights to the Supplier, establish any claims whatsoever on the part of the Supplier for contract finalisation or compensation or compensatory damage ("*indemnización por daños y perjuicios*") payments.

4.3 Although the Supplier does not dispatch an Order Confirmation in accordance with Section 4.1, if the Purchase Order has not been revoked pursuant to Section 4.2 above and the Supplier performs the necessary actions to execute the Purchase Order, the Contract shall be deemed validly formed and entered into force as soon as the Supplier executes any action, so that would be considered as a tacit acceptance to the Contract.

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

5.1 The Company shall be entitled to request changes of the Contractual Products and/or Contractual Services from the Supplier, at any time during the term the Contract is into force. The Supplier shall review the feasibility and the technical and commercial effects of the changes and transmit a written offer to the Company concerning implementation of the changes within reasonable time. The offer shall contain a detailed description of the effects of the changes (particularly with respect to the quality, the safety, the costs, and/or the delivery dates of the Contractual Products and/or Contractual Services) and the necessary documentation. In case the changes requested are due to quality or safety problems, the technical and commercial feasibility of such changes has to be reviewed immediately by the Supplier which shall send an offer forthwith.

5.2 If the Company accepts the Supplier's offer, the Contracting Parties shall agree in writing a non-extinguishing amendment ("*novación modificativa y no extintiva*") to the Contract. This shall apply, in particular, to the adjustment of the Specifications, the drawings, the Price, the delivery dates and/or other time periods.

5.3 If the Contracting Parties do not reach an agreement with respect to all changes requested by the Company, as provided for in Sections 5.1 and 5.2, the Company shall be entitled to either:

- undertakes a third party to implement the changes. In such case, the Supplier promises to deliver to the Company all drawings, Specifications and other documents that are necessary to the planning and implementation of the changes. If not already compensated within the framework of the Price, the Supplier may require reasonable remuneration for the use of the aforementioned documents following their delivery; or
- terminate the Contract in whole or in part as per the provision of Section 25.

5.4 The Supplier may not make any change to the Contractual Products and/or Contractual Services, without prior written agreement by the Company.

6. INFORMATION, NOTICES, WARNINGS

The Supplier is a company which purpose, in its ordinary course of business, is the execution and performance of the Contractual Products and/or Contractual Services (as the case may be). As such, the Supplier shall promptly transmit to the Company all necessary information, instructions advisories, and warnings relating to the Contractual Products and/or Contractual Services, including their quality or their safety, regardless of the skills and/or Know-How of the Company. In particular, the Supplier shall:

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

7. ACCREDITATION - LICENCE - PERMIT & AUTHORISATION

7.1 If required by the applicable legislation for the exercise of its activity, the Supplier must have the necessary accreditations, licenses, permits and administrative authorizations, being the Supplier obliged to keep them fully in force for the duration of the Contract. The Supplier must inform the Company immediately of any modification or possible alteration of the accreditations, licenses, permits or authorizations granted in its favour and of the measures adopted for their maintenance or renewal.

7.2 The Company shall be entitled to suspend the performance of its obligations under the Contract or, alternatively, to proceed to terminate the Contract if the Supplier fails to comply with the provisions of Section 7.1 above, with no right of the Supplier to be compensated or indemnified.

8. QUALITY ASSURANCE

8.1 By concluding the Contract, the Supplier accepts the Company's quality management system, which has been communicated to the Supplier, and undertakes to strictly comply with the terms and conditions specified therein.

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

9. STATUTES AND REGULATIONS

9.1 The Supplier shall comply with all applicable statutes and regulations, including those related to labour, health, safety, and/or environmental issues, and to the extent that the Supplier has to carry out works in the workplaces of the Company, comply with all of the internal instructions and the safety, health, and environmental provisions in force at the respective premises and, if necessary, obtain all necessary permits.

9.2 The Supplier acknowledges that the duties listed in Section 9.1 constitute material contractual obligations.

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

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

http://www.faurecia.com/sites/groupe/files/paradocfournisseurs/code_of_ethics_2017_eng.pdf

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

9.5 The Supplier warrants to comply at all times with all applicable anti-corruption, anti-money laundering, fraud or similar activities laws, treaties or regulations, both national and international, including, inter alia, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the Loi Sapin 2.

The Supplier represents and warrants that itself, or any of its affiliated companies, is not engaged and will not engage, directly or indirectly through a related party, in any form of bribery, nor will offer or grant managers, directors, employees, public officers or contributors of a company, association, charity, public administration, administrative bodies or any other type of entities, an unjustified benefit or an advantage of any nature to benefit the relevant

person or a third party against others. It is the Supplier's responsibility to cause its subcontractors, vendors, agents or other associated third parties to act according to this provision.

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

In the event of failure to comply with this Section 9.5, the Company shall have the right to terminate the Contract, including all legal transactions existing with the Supplier.

The Supplier will indemnify and hold the Company harmless from and against any and all liability, claims, demands or expenses (including, inter alia, legal or other professional fees) arising from or relating to the Supplier's non-compliance with this Section 9.5.

9.6 Upon request, the Supplier shall take part in the "Faurecia Buy Beyond" initiative and complete the Corporate Social Responsibility assessment using the internet platform provided by Faurecia Group.

9.7 The Supplier shall be fully liable for any damages, costs or liabilities incurred or engaged by the Company resulting from any breach of the contractual duties specified in Sections 9.1, 9.4 and 9.5. The Supplier shall be required to indemnify any damage or cost suffered (including legal fees) and hold the Company harmless from all claims by third parties in relation thereto.

10. SUPPLIER'S PERSONNEL

10.1 The Supplier shall be responsible for paying the employees' salaries and contractors or agents' fees who render services in its favour for the purposes of the Supplier complying with its obligations under the Contract. The Supplier shall make sure that they hold the appropriate qualifications and training for the performance of their respective services.

10.2 The Supplier shall comply at all times with all labour and social security applicable regulations, and shall be up to date with the payments owed to employees, contractors or agents, and shall comply, on time and correctly, with all tax and social security obligations related to them.

10.3 The Supplier shall comply, during the term of the Contract, with all the applicable regulations regarding labour hygiene and health, work safety and prevention of occupational risks, pursuant to Law 31/1995, of 8 November, Royal Decree 39/1997, of 17 January, Royal Decree 486/1997, of 14 April and any other regulation that may be applicable.

10.4 The Supplier shall ensure, during the term of the Contract and in respect of the personnel of the contractors and subcontractors, the compliance with all the labour, social security and prevention of occupational risks obligations applicable under the legislation in force at any time. The Supplier will not subcontract its own business and, in the event that it does so, subject to express approval of the Company, it will ensure that the contracting or subcontracting company does not hold labour or social security liabilities with respect to its employees.

10.5 The Supplier will keep the Company harmless from any damage resulting from a breach of this Section 10.

11. AUDITS

11.1 The Company shall be entitled to conduct Audits on the Supplier's premises at any time during Supplier's normal working hours upon reasonable advance notification. Within the framework of the Audits, the Company shall be permitted, among other things, to check the quality assurance measures, the Personal Data protection measures and the manufacturing process of the Contractual Products s before they are delivered.

11.2 In general, advance notification shall be deemed to be reasonable, if it is made five (5) calendar days prior to the performance of the Audit. The Audits should not unnecessarily impede the Supplier's ordinary activity of the Supplier and its employees.

11.3 The Supplier declares its willingness to comprehensively cooperate with and assist the Auditor. In particular, the Supplier shall grant the Auditor access to the production facilities and other premises in which it develops its activity and provide the requested documents and information. The Auditor shall also be entitled to take samples of Contractual Products with him for documentation purposes in order to control the compliance of the samples with the quality requirements of the Contract.

11.4 If the Audit reveals that the Supplier is not in compliance with the agreed upon quality standards or Personal Data security requirements, the Supplier shall promptly take all necessary and reasonable measures in order to achieve said quality standards or requirements. In particular, the Supplier shall implement the measures agreed upon during the Audit within the agreed upon time-periods.

11.5 If Audits are conducted as a result of problems that relate to the performance and adequacy of the Contractual Products and/or Contractual Services (quality problems, delivery difficulties, Personal Data breaches, etc.) and for which the Company is not responsible, the Supplier shall be required to reimburse the Company for the reasonable documented costs incurred in connection with the Audit by way of bank transfer within twenty (20) calendar days of receipt of the invoice.

11.6 By way of clarification: any rights of the Company, particularly warranty and damage claims or rights to terminate the Contract, shall not be affected by the conduct of an Audit or measures taken during or as a consequence of an Audit. In particular, the Supplier shall be required to independently review all measures and conduct them autonomously. The Company shall assist the Supplier within the framework of Audits solely with respect to compliance with the Supplier's contractual duties. If the Supplier desires additional information or assistance, an express consulting contract must be concluded with the Company.

12. PRODUCTION FLEXIBILITY

12.1 Quantities or units that may be indicated in an Open Order are given for information purposes only and do not represent a commitment of the Company. The actual quantities shall be specified by Releases.

12.2 Should the Customer requires the Company for an increase in vehicle production for which the Contractual Products and/or Contractual Services are required, the Supplier agrees to fulfil, further to the terms of the Contract, any additional requirements of Contractual Products and/or Contractual Services by the Company, at the agreed Price for the Order and without any extra payment.

12.3 Should the Customer impose a reduction or stoppage of vehicle production for which the Contractual Products and/or Contractual Services are required, the Company shall have the right, without any liability whatsoever, including compensation rights or whatever rights in favor of the Supplier:

- with respect to production reduction, to adjust the quantities ordered from the Supplier accordingly, without additional cost per unit; and
- with respect to stoppage of production, to terminate the Contract following a prior notification and in accordance with the provisions of Section 25.

12.4 The Supplier shall organize its production in such a way as to permit the Supplier to respond to the potential circumstances of increase or decrease of the Company's volume of production described in this Section 12. Each of the Contracting Parties shall bear its own costs resulting from such circumstances.

13. DELIVERY

13.1 Delivery Terms of the Contractual Products

13.1.1 Unless otherwise designated in the Purchase Order, delivery of the Contractual Products shall be made "**FCA [designated destination]**" (as that term is defined in Incoterms 2010 Edition). The place and time of delivery shall be stated in the Purchase Order.

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

13.2 Packaging

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

13.2.2 The packaging and labelling must be in conformity with the applicable law and the provisions contained in the Purchase Order.

13.3 Timing

13.3.1 The date(s) or deadlines for the performance of the Contractual Services and/ or delivery of the Contractual Products are of the essence to the Company and material obligations of the Contract. The Supplier is aware that substantial damage can arise at the expense of the Company, if the Contractual Products and/or Contractual Services are not delivered or performed within these date(s) or deadlines set out in the Contract.

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

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

14. ACCEPTANCE OF CONTRACTUAL PRODUCTS AND/OR CONTRACTUAL SERVICES

14.1 Following delivery by the carrier or, when applicable, the finalization by the Supplier of the execution of the services, the Company shall check the Contractual Products and/or Contractual Services with respect to type, quantity, and obvious damage or when applicable the result of the services, and promptly notify the Supplier of any obvious Defects ("*vicios aparentes*") detected. Such notification sent within five (5) business days from delivery shall always be deemed to be made on time without regard to the particular obvious Defect notified by the Company. Additional requirements regarding the incoming goods inspection set forth in provisions of any applicable legal system or the United Nations Convention on the International Sale of Goods shall not be applicable.

In addition, the Company shall examine the Contractual Products and/or the result of the Contractual Services within the framework of the ordinary production processes and give notice of any Defects promptly after they become known.

14.2 In case of Open Orders, if the Company rejects the Contractual Products because of being defective, the Supplier has to pick up the rejected Contractual Products and send new Contractual Products in replacement, all at its own expense, within eight (8) calendar days from the receipt of notification of rejection. In case of Contractual Services being defective, and within the said period of eight (8) calendar days from the receipt of the notification of

rejection, the Supplier shall proceed to execute again the services to which it is obliged under the Contract. Following the expiration of the said 8-days period, if the Supplier does not pick up the defective Contractual Products or execute again the Contractual Services, the Company shall be entitled to send the rejected Contractual Products to the Supplier at its expense and risk, or when applicable to contract any third party to render the defective Contractual Services.

14.3 The Particular Conditions / Purchase Orders may contain additional acceptance processes to what it is stated herein.

14.4 The regime foreseen in the Contract will not limit in any way the remedies and legal actions set out in the law. In particular, nothing foreseen in the Contract shall limit or impede the Company to bring any action.

15. SPECIFIC REMEDIES FOR DELAY

15.1 The Supplier expressly acknowledges and agrees that if the Supplier is in Default with respect to the timing of delivery of the Contractual Products and/or Contractual Services conforming with the present Contract, the Company may request, after the Supplier has been able to explain the reasons of the Default, a penalty for delay in the amount of 0.2 percent (or 0.4 percent in case of serial delivery)of the net price of the delayed Contractual Products and/or Contractual Services per completed working day, but not more than a total of ten (10) percent of the net Price of the delayed Contractual Products and/or Contractual Services. This penalty is expressly agreed as an exception to the general regime foreseen in Article 1,152 of the Civil Code ("*Código Civil*"), so the payment of this penalty is agreed in addition to any compensations or indemnification for losses or damages ("*indemnización por daños y perjuicios*") to which the Company might may be entitled. The Company shall also be entitled to terminate the Contract, totally or partially ("*resolución total o parcial*") and/or the Relevant Purchase Order.

15.2 If the Company accepts delivery of performance of the delayed Contractual Products and/or Contractual Services, the Company may request and the Supplier shall perform the payment of the penalty before the full payment of the Price.

16. PRICE, INVOICING AND PAYMENT TERMS

16.1 General provisions

16.1.1 The Company shall to pay the Price set forth in the Contract.

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

16.1.3 By dispatching its Order Confirmation or starting to perform the Contractual Products and/or Contractual Services in whole or in part, the Supplier confirms that it has enough and all relevant information that it needs with respect to the Company, the automobile supplier business and the circumstances and particular specifications of the services to be rendered, and It has taken all the foregoing for the determination of the Price.

For this reason and subject to the provisions of this Section 16, the Price shall be fixed and final. The Supplier shall not be authorised to adjust the Price or terminate the Contract alleging not being aware of the abovementioned circumstances.

16.2 Duties and taxes

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

16.3 Invoicing

All Invoices:

- must relate to a specific Purchase Order (the number of the Purchase Order has to be inserted);
- must will be issued at the earliest at the date when the Contractual Products and/or Contractual Services have been delivered or performed;
- must contain all information that is necessary in order to identify and check the Contractual Products and/or Contractual Services (including the Purchase Order number);
- must contain all information related to the payment terms; and
- must be sent in duplicate to the address named in the Purchase Order and are not be attached to documents delivered together with the Contractual Products.

The Company shall be entitled to reject, return and not pay Invoices that do not conform to the foregoing requirements.

16.4 Payment terms and conditions

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

The payment of the Contractual Products and/or the Contractual Services due date is the one indicated in the Purchase Order and, in case it was not expressly foreseen therein, the payment shall become due after the tenth (10th) business day from the reception of the Invoice by the Company. The foregoing is understood without prejudice to the applicable law; in case the applicable law mandatorily foresees a shorter payment term than the one resulting from the term above, the statutory provision shall prevail.

16.5 Set-off

The Company shall be entitled to set-off the Price or any accounts payable by the Company against any counterclaim against the Supplier.

17. WARRANTY

17.1 Unless otherwise designated in the Purchase Order or the Letter of Nomination, the limitations period ("*plazo de prescripción*") for Defect claims shall be thirty-six (36) months from delivery or, as the case may be, acceptance of the respective Contractual Products and/or Contractual Services in accordance with Section 14 above. Notwithstanding the foregoing, this Section does not limit or exclude the Company's rights or legal actions in accordance with the applicable law.

17.2 The Supplier warrants:

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

- that the Contractual Products and/or Contractual Services is free of any apparent or hidden Defect ("*vicios aparentes*" and "*vicios ocultos*", respectively).

17.3 The Supplier shall, at the request of the Company, actively participate at its own expense in Audits, discussions, and analyses that relate to the Contractual Products and/or Contractual Services and are initiated by the Company or the Customer.

17.4 In the event that the Contractual Products and/or Contractual Services does not conform to the foregoing warranties set forth in Section 17.2 above, the Supplier shall, at the request and at the sole option of the Company, repair or replace the Contractual Products or correct or perform again the Contractual Services as soon as possible, and without prejudice to the right of the Company's to claim for potential damages or to terminate the Contract. If the Contractual Products are repaired or replaced, and/or the Contractual Services are executed again, the limitation period ("*plazo de prescripción*") set out in Section 17.1 shall begin as of the day in which the Company accepts the Contractual Products repaired or replaced and/or the Contractual Services newly executed.

18. PARTICIPATION BY THE COMPANY

18.1 As the expert in its business and field, the Supplier shall be fully responsible for all technical decisions.

18.2 Any suggestions that are given or other acts of participation are to be classified as advice or recommendations and are in no way to be understood as mandatory or definitive or as an instruction. The Supplier shall independently check such recommendations by the Company for plausibility, state of the art, technical discrepancies, substantive correctness and completeness and adopt them as its own. If the Supplier implements advice or a recommendation in spite of the fact that its own review result was negative, the Supplier shall remain fully responsible for Defects or for any other breach of the Contract, unless it was instructed to do so by the Company in writing (including the signatures of two employees of the Company with enough representative authority to these purposes), expressly stating the mandatory and binding effect of the instruction given.

18.3 Suggestions or other acts of participation by the Company shall not release the Supplier from its obligation to render Defect-free Contractual Products and comply with all the obligations under the Contract, including all time periods and deadlines for delivering the Contractual Products and performing the Contractual Services.

19. INSURANCE

19.1 The Supplier must purchase and maintain at its own costs and expense, a commercial general liability insurance ("*seguro general de responsabilidad civil*") from a financially sound and reputable insurance company in order to cover its liability toward the Company, theCustomer or any third party under the Contract resulting from or related to Contractual Products and/or Contractual Services. This insurance must include coverage for bodily injury, property damage, consequential loss as well as pure financial loss.

19.2 The insurance must include coverage for recall actions by the Supplier and third parties (including the Company and/or our Customer). The Supplier shall waive its right of recourse ("*derecho de repetición*") against the Company and/or the Company's insurance company and promises to also obtain such a waiver from its insurance company.

19.3 The insurance must include an amount coverage of at least Twenty Million Euros (20,000,00 euros) per occurrence and per year for bodily injury, property damage, consequential loss with a sub-limit for pure financial loss and Third and First party recall/Rip and Tear costs of at least Fifteen Million Euros (15,000,000 euros).

19.4 The Supplier undertakes to provide the Company with proof of the conclusion of the insurance contract, as well as the premium payments, upon first request.

19.5 Keeping the insurance available shall not limit the Supplier's responsibility. This shall also apply to the amount of any compensatory damage obligations of the Supplier.

19.6 The Supplier shall be required to promptly inform the Company about the termination of the insurance contract, regardless of the reason for the termination, promptly within the termination notice period set forth in the insurance contract for the notification to the insurance company of the intention of the policyholder not to renew the policy.

20. TRANSFER OF OWNERSHIP AND RISK

20.1 Transfer of ownership

20.1.1 Ownership of the Contractual Product shall pass to the Company upon delivery.

20.1.2 In case that, as an exception to Section 13.1.1 (FCA Incoterm) and 20.1.1, the Contracting Parties expressly agree the retention of title ("*pacto de reserva de dominio*") of any Contractual Product until the Price is paid in full, the ownership over that Contractual Product shall be deemed to be transferred from the Supplier to the Company proportionally to the percentage of the Price paid at a given time, being the Supplier and the Company co-owners of the Contractual Product, each one in its respective proportion ("*parte alícuota*") until the Price being fully paid to the Supplier, when the full ownership of the Contractual Product is transferred in favour of the Company.

20.1.3 Even if the Supplier has to deliver several Contractual Products under the same Contract, the ownership of the Contractual Products will be transferred to the Company with the delivery of each Contractual Product, individually.

20.1.4 In case that, as an exception to Sections 13.1.1 (FCA Incoterm) and 20.1.1, the Contracting Parties agree that the ownership of one or more Contractual Products is transferred by making them available by the Supplier to the Company –instead of their delivery-, the Supplier shall store such Contractual Products separately with respect to the rest of products and label them clearly as products owned by the Company. The Supplier shall not use the Contractual Products or transfer them to any third party; being stored for the only purpose to be further delivered to the Company under an applicable Contract.

20.1.5 The Supplier shall ensure that no reservation of ownership ("*reserva de dominio*") exists on the part of its sub-suppliers or Subcontractors or any other third party with respect to Contractual Products or portions thereof.

20.2 Transfer of risk

20.2.1 The Supplier shall bear the risk of accidental destruction or loss of the Contractual Products until they are delivered to the Company's facilities in accordance with Section 13 above.

20.2.2 As an exception to Section 20.2.1, if the Contracting Parties agree a retention of title ("*reserva de dominio*") in favour of the Supplier, the risk is transferred to the Company at the time the ownership of the Contractual Product is transferred.

20.2.3 If the Contractual Product is destroyed within one (1) year after it is delivered or accepted, as the case may be, for reasons for which the Company is not responsible, the Supplier shall be obligated to perform the Contractual Products again promptly and on a priority basis pursuant to a new Purchase Order to be issued by the Company in accordance with provisions set forth in Section 4. The provisions of the Contract (including the Price) shall be applicable mutatis mutandis to the new Purchase Order.

21 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

21.1 Background

21.1.1 Each Contracting Party shall remain the owner of its Background. Use of the Background of the other Contracting Party shall, unless otherwise regulated in Section21.1.2, only be permissible with the prior written consent of that Contracting Party.

21.1.2 If the Background of the Supplier is necessary for the use and further development of the Results and/or Contractual Products and Contractual Services, the Supplier shall grant the Company a Right of Use to its Background free of charge. If the Supplier cannot grant the Right of Use to its Background without the assistance of a third party, the Supplier shall reach an agreement with such third party on a Right of Use in favour of the Company.

21.1.3 Unless otherwise set forth in the relevant Purchase Order, the grant by the Supplier of the Rights of Use to its Background shall be compensated by the payment of the Price.

21.2 Results

21.2.1 All Results shall belong to the Company. As the owner of the Results, the Company may, for all countries, freely use the Right(s) of Use over the Results and exploit the Results without restrictions, including the right of transfer and assignment. Use of the Results by the Supplier or third parties shall only be permissible with the prior written consent of the Company.

21.2.2 If necessary and legally permissible, the Supplier shall be required to transfer all ownership rights or other Proprietary Rights to the Results, to the Company or, if a transfer is not legally permissible, grant the Company a Right of Use of such rights, which shall be indefinite, irrevocable, on a worldwide basis and, to the extent possible, exclusive. The Supplier shall undertake the transfer of the Right of Use incrementally as the Results come into existence.

21.2.3 Unless otherwise set forth in the relevant Purchase Order, the transfer or assignment of the Results –or, if applicable, the Right of Use- shall be compensated by the payment of the Price.

21.3 Intellectual and/or Industrial Property Rights of third parties

21.3.1 The Supplier shall ensure that it is not using any Intellectual and/or Industrial Property Rights of third parties (including the Subcontractors) within the framework of the performance of the Contract.

21.3.2 If the Supplier needs to use Intellectual and Industrial Property Rights of third parties, it shall require the prior written consent of the third parties to the use of their intellectual and industrial property rights, and if authorised, it shall conclude a license agreement with said third parties which should also contain an appropriate Rights of Use in favour of the Company, to the same extent as defined in these GPC. The Supplier shall bear any royalty payments or other remuneration that is incurred for the use of such Intellectual and Industrial Property Rights of third parties.

21.3.3 The Supplier warrants that the use of the Background, Results and the Contractual Products and/or Contractual Services by the Company does not infringe or will not infringe any Intellectual and Industrial Property of any third party. The Supplier shall indemnify, defend and hold the Company, Faurecia Group and the Customer harmless against any judicial or extrajudicial claims asserted in any manner by a third party on the grounds of infringement of Intellectual and Industrial Property resulting from the use of the Background, the Results and the Contractual Products and/or Contractual Services.

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

21.3.4 Without prejudice to the Company's right to terminate the Contract and right to claim damages, should the Company be required to cease the use of all or part of the Background, Results and/or Contractual Products and/or Contractual Services because any infraction of violation of Intellectual and Industrial Property Rights of third

parties or because any other reason, the Supplier undertakes to immediately implement at its sole expense, and at the Company's sole discretion, one of the following remedies:

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

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

22 CONFIDENTIALITY

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

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

22.2 Each of the Contracting Parties undertake:

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

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

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

23 PERSONAL DATA PROTECTION

23.1 General provisions

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

23.1.2 For the purpose of Sections 23 and 24, the Company concludes this Contract on its behalf, and in the name and on the behalf of the Affiliated Companies, as the case may be (where either of such Affiliated Company instead of the Company, would be the Personal Data Controller for the purpose of these Sections). The Contracting Parties undertake to process any Personal Data in accordance with laws applicable to the data processing operations and with the "EU General Data Protection Regulation" n°2016/679 when applicable.

23.1.3 Under current regulations, the Company may be the "**Personal Data controller**" of its Personal Data, in particular for the Personal Data of its clients and / or its employees, and in respect of the Personal Data it processes for of clients or employees of the Supplier as a "**Personal Data processor**".

23.1.4 For the purposes of the Contractual Products and/or Contractual Services and except if the Purchase Order or the Particular Conditions state otherwise, if the Company communicates Personal Data to the Supplier or gives the Supplier access to the Personal Data under its control, the Company will act as "Personal Data controller" and the Supplier should be considered as a "Personal Data processor" under the applicable regulations. In this case, the Company retains full control over the Personal Data communicated to the Supplier.

All personal data processing operations carried out by the Supplier as processor shall be the following: collection, recording, organization, adaptation or alteration, storage, retrieval, consultation, disclosure, comparison, elimination, etc.

23.1.5 It is expressly agreed that, under the contractual relationship and in the case of the processing of Personal Data, the Supplier shall act exclusively on behalf of the Company, on the basis of and in accordance with the stipulations of these Contract as well as the instructions of the Company. As such, the Supplier undertakes and warrants to exclusively use the Personal Data for the purposes set forth in this Contract, in the instructions given by the Company and in any other agreements signed with the Company, and not to exploit or use, not to make copies nor to create files of the Personal Data contained in the information systems of the Company for its own needs or for the account of third parties.

23.1.6 Each Party shall carry out all the formalities required by the processing of Personal Data with the competent data protection authorities. Similarly, Contracting Parties will produce and document all relevant mandatory documents (internal records, etc.). The Supplier undertakes to provide the Company with all relevant information concerning formalities, internal or external records or any information necessary for the completion of their own formalities and internal documentation (if applicable: risk analysis, data protection impact assessment, etc.) or to demonstrate compliance to applicable data protection regulation.

23.1.7 The Supplier undertakes to strictly follow the provisions of this GPC and all specific agreements relating to Data Protection matters, such as any eventual "Controller to Processor Agreements" or "Processor to Processor Agreements" signed between the Supplier and the Company.

23.1.8 The Supplier shall only provide Contractual Products and/or Contractual Services and/or Equipment which conform to the "Privacy by design principle" as enacted in the EU General Data Protection Regulation n°2016/679.

23.1.9 The Supplier undertakes to cooperate in the most efficient manner with the Company in order to protect and to allow the exercise of the rights of a person whose Personal Data it processes ("**data subject**") on behalf of the Company (or the Company's clients). The Supplier informs immediately the Company of any complaint sent to the Supplier by any data subject, and it shall collaborate as required to properly attend the request in time and form, as set out in the applicable law.

23.1.10 The Supplier undertakes also to take into account immediately any request from the Company to allow the data subject concerned to exercise his rights. It also undertakes to provide the Company with all relevant information enabling it to justify to the data subject the implementation of his rights. The Supplier also shall provide the Company with all relevant information concerning the recipients of the Personal Data so that the latter is able to inform the data subject by the processing of said Personal Data and to respond to their requests.

23.1.11 If Personal Data came from the Company or from any Affiliated Company located in European Union or concerns EU citizens, the Supplier undertakes to:

- process Personal Data only inside the European Union or in third countries which do have an "adequate level" of Personal Data protection under applicable regulations; or
- benefit from a specific decision by a Personal Data protection authority (BCR, etc.) authorizing the Supplier to transfer Personal Data to third countries, and only with respect to the personal Data of citizens of the country of the national authority resolving on the specific resolution.

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

23.1.13 While the Contract is into force and in relation to the data processing that the Supplier carries out or may have to carry out, in the event that an impact evaluation on the Data protection referred to in the General Data Protection Regulation would be needed (including, where appropriate, prior consultation with the control authority), the Supplier will assist the Company to comply with this obligation, considering the Data processing nature and the information at its disposal.

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

23.1.15 Likewise, the Supplier shall make available to the Company all necessary information to prove its compliance with the obligations set out in the Contract. Moreover, when a record of data processing operations is required, the Supplier shall carry out and make available to the Company said record of the processing operations executed on its own behalf, which shall cover all the aspects required by data protection regulations.

23.1.16 the Company will be able to carry out audits, with a prior notice of 24 hours and interfering to the minimum extent possible in the ordinary course of business of the Supplier, in order to test Supplier's compliance with its obligations under the Contract. The Supplier will provide the Responsible and/or the third parties appointed by the latter, access to its facilities and systems, and to all necessary information for carrying out the audit, being the Company able to select the advisors or auditors of its choice for these purposes.

23.2 Security

23.2.1 In order to perform the Contractual Products and/or Contractual Services, the Supplier undertakes to ensure the complete security of the processing of data transmitted by the Company or which the Company give access to (Personal Data or not), and to implement the appropriate technical and organizational measures to guarantee an appropriate level of security to the risk and, in any case, to comply with the applicable regulations in force. In particular, the Supplier commits to protect them

against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, in particular where the processing of the data involves the transmission of the data within a network, as well as against any other form of unlawful processing or communication to unauthorized persons.

23.2.2 For this purpose, the Supplier undertakes to:

- ensure the security of its information systems in accordance with the « state of the art » and at least sufficient for the performance of the Contractual Products and/or Contractual Services and/or Equipment;
- provide the Company with the security policies (physical or logical) set in place and justify to the Company, on first demand, the level of competence and organizational and technological control by producing any recognized qualification, authorization or certification (ISO 27001, etc.), and in particular: technical documentation, the results of yearly risks analysis and tests of the efficiency of the security of the information;
- encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art;
- secure the exchange of Personal Data (encryption, authentication) with the Company or with the Company's clients, so that they cannot be exploited by an unauthorized third party; and
- assist the Company, to the extent applicable to the corresponding data processing and considering the information at its disposal, to comply with the Company's obligations regarding security of the data processing.

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

23.2.4 The Supplier undertakes, as soon as a new Vulnerability in the Contractual Product and/or the Equipment supplied and/or Contractual Service provided has been identified by himself, their Subcontractor, any third party or via a public information, to inform immediately the Company and fill this Vulnerability or set up any other solution for this purpose that does not affect the price, the performances, the functioning of the Contractual Product and/or the Equipment and/or the Contractual Service provided, or the security of the Company's Personal Data or information system or the Personal Data of the Company's clients or their information systems. The solution must be provided by the Supplier as soon as possible considering the type of Vulnerability.

23.2.5 The Supplier warrants the traceability and preservation of evidence for at least one year (unless otherwise provided by law) of the actions and the management of the proof of all his obligations regarding the security and confidentiality of the Personal Data.

23.3 Personal Data breach

23.3.1 If the Supplier suffers from a security incident or a Personal Data breach of the Company's Personal Data (or the Personal Data of the Company's clients), the Supplier undertakes to immediately alert the Company after becoming aware of it and, in any case, before 24 hours after the incident. The Supplier undertakes to provide a 24/7 and 365 days/year contact for the management of the Personal Data breaches. In particular, the Supplier will inform the Responsible the following aspects:

- description of the security breach, indicating, when possible, the categories and approximate number of affected data subjects; and the categories and approximate number of personal data records affected;
- description of the possible consequences of the security breach; and
- description of the measures adopted or proposed to be adopted in order to remedy the security breach, including, if applicable, the adopted measures to mitigate possible negative consequences.

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

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

23.4 Length of the assignment of the data processing and Personal Data deletion

23.4.1 The assignment of the data processing shall be established in the Contract.

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

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

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

23.4.5 The Supplier will deliver a certificate, at the request of the Company, certifying the deletion of Personal Data.

23.5 Subcontractors

23.5.1 If the Supplier needs to be assisted by any other data processor (subcontractor) to carry out certain data processing activities on behalf of the Company, it will request prior written authorization of the Company. This request must identify the subcontractor and those services contracted that would involve data processing. The Company will not be allowed to unreasonably deny such authorization.

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

23.5.3 The Supplier undertakes to implement contracts with its Subcontractors which clearly establish their responsibilities and obligations for the processing and security of the Personal Data transmitted, which must correspond to those stated in the Contract and any other specific agreement between the Contracting Parties.

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

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

23.6 Representatives' data

23.6.1 In accordance with the provisions of Organic Law 15/1999 on the Protection of Personal Data, each party inform other party's representative that their personal data will be included in a file under the responsibility of each Contracting Party in order to meet the undertakings arising from this commercial and business relationship. The Company and any Affiliated Companies inform the Supplier's representative that he

may exercise his right to access, rectify, cancel, oppose or revoke this information in writing to the address [●]. Likewise, the Supplier informs the representative of the Company and any Affiliated Companies that he may exercise equal rights in writing to the address [●].

24 SAMPLES, PROTOTYPES, TOOLING

24.1 Unless otherwise stated in the Purchase Order the Supplier shall transfer the ownership, title and risks of the Equipment that the Supplier manufactures or causes to be manufactured within the framework of the Contract to the Company. The transfer of ownership, title and risks shall be determined in accordance with Section 20, and it will be associated to the Contractual Products and/or Contractual Services to which that Equipment is related.

24.2 If the Company makes the Equipment available to the Supplier for the purpose of performance of the Contract, the Contracting Parties shall prior enter into a commodatum agreement ("*contrato de comodato*") or a leasing ("*arrendamiento*"). The Equipment may be used only to perform the Contract and may not be sub-leased, made available to a third party, reproduced, copied, pledged or granted as security. The Supplier will inform the Company, within a timeframe which allows the Company to acquire new Equipment, about normal wear and tear that might necessitate the renewal or replacement of said Equipment.

24.3 The Equipment must be fitted with a plate positioned in a visible place which indicates the identification number, the name of the owner of the Equipment, in accordance with details provided by the Company, and the words "Property of FAURECIA which may not be sold, transferred, or pledged" at the Supplier's expenses.

24.4 As the custodian of the Equipment, the Supplier shall protect, vis-à-vis the Company, the Equipment against the risks of loss, theft, damage or destruction. As a prudent and careful user, the Supplier will keep the Equipment in good working order and will be responsible for any extraordinary wear and tear or deviations in the manufacturing process. The Supplier will inform the Company, within a timeframe which allows the Company to acquire new Equipment, about normal wear and tear that might necessitate the replacement of said Equipment or part of it. The Supplier will take out all necessary insurance to cover all risks that may affect the Equipment, being the sum insured, at least, equal to the replacement value of the Equipment, as well as liability insurance policies against damage that the Equipment may cause to third parties. The Supplier will provide proof of insurance's payments at least once a year during the term of the Contract.

25 TERMINATION

25.1 Ordinary termination

25.1.1 The Company shall be entitled to terminate this Contract partially or entirely in writing at any time without a statement of grounds ("*justa causa*") with a reasonable termination notice period of at least three (3) months.

25.1.2 As an exception to Section 25.1.1 above, in case of Open Orders regarding a Contract of indefinite term, the Supplier shall be entitled to terminate said Contract in writing at any time without a statement of grounds ("*justa causa*") with a termination notice period of at least six (6) months. In the case of serial delivery, this right of termination shall only be permitted, if the time span between the end of the Contract and the expected end of serial delivery (EOP) is less than two (2) years. The duty to provide substitute delivery of replacement parts shall not be reflected in the calculation of the time span.

25.1.3 Termination of the Contract as per this Section 25.1 will not generate compensation or indemnification rights in favour of the Supplier for any damages or costs.

25.2 Termination in the event of breach of the Contract

If the Supplier breaches material provisions of the Contract, in the event such breach is remediable the Company will ask the Supplier in writing to cease the breach and to remedy its consequences, in particular by taking (i) adequate measures to secure performance of

the Contract and (ii) all other required appropriate corrective actions within a reasonable period of time. The foregoing without prejudice to the compensation in favour of the Company for the damages arising from said breach.

The Company shall be entitled to terminate the Contract after the expiration of the said time-period if the Supplier has not cease to breach the Contract and has failed to implement such measures and corrective actions. The termination shall be understood without prejudice to the indemnification for damages ("*indemnización por daños y perjuicios*") caused to the Company.

25.3 Termination due to Customer Termination

25.3.1 If for any reason whatsoever, the Customer does not award the Company for the program for which the Contract is entered into, the Company shall be entitled to terminate the Contract. Such termination shall take effect immediately upon receipt of the notice of termination, unless otherwise provided by mandatory law.

25.3.2 If for any reason whatsoever, the Customer ends the delivery contract with the Company for the program for which the Contract is entered into, the Company shall be entitled to terminate the Contract. The notice period shall be three (3) months, however, in no event it shall be longer than the notice period of the Customer.

25.3.3 Termination by virtue of this Section 25.3 will not generate in favour of the Supplier compensation or indemnification rights for any damages or costs.

25.4 Termination for prolonged Force Majeure

If the performance of the Contract is prevented or suspended by reason of an event of Force Majeure and such suspension lasts for more than two (2) continuing months, the Contracting Party not prevented by the event of Force Majeure from executing its contractual duties may terminate the Contract upon written notice to the prevented Contracting Party, and the termination of the Contract will not generate liability or compensation or indemnification rights in favour of the other Contracting Party. Such termination shall take effect immediately upon receipt of the notice of termination.

25.5 Termination in the event of "Change of Control"

The Supplier undertakes to notify the Company, as soon as possible, about any Change of Control taking place after the entry into force of the Contract. A Change of Control has occurred, to the effects of this Section 25.5, when a third party acquires, directly or indirectly, the control over the Supplier, as defined in Section 42 of the Spanish Code of Commerce ("*Código de Comercio*").

In the event of a Change of Control, the Company shall be entitled to terminate the Contract in writing with a reasonable notice period. Termination because of any Change of Control of the Supplier will not generate in its favour compensation or indemnification rights for any damages or costs.

26 CONSEQUENCES OF THE EXPIRATION OR TERMINATION OF THE CONTRACT

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

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

27 SPARE PARTS

27.1 The Supplier agrees to manufacture spare parts for the Contractual Products according to the terms of the Contract and according to the after-sale needs conveyed to the Supplier by the Company. Without limiting the foregoing, the Supplier shall supply the Company with spare parts, at any time, on simple request of the Company and throughout the term of the

Contract and for the additional period during which the Customer is likely to order spare parts from the Company.

27.2 The Supplier agrees to maintain in good condition all tools and equipment necessary to produce spare parts, and all corresponding drawings, designs and manufacturing processes until the end of the period of time mentioned in article 27.1.

27.3 The price of spare parts shall be the same as the Price in effect during the manufacturing program, to which may be added specific conditioning and transportation costs as agreed by the Company provided that sufficient evidence of such conditioning and transportation costs are provided by the Supplier to the Company.

28 FORCE MAJEURE

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

28.2 Each Contracting Party shall promptly inform the other Contracting Party of the existence of Force Majeure and take the necessary measures in order to keep the negative effect arising from the Force Majeure event to a minimum. Contracting Parties will adopt all measures within their respective power to restart all the obligations and undertakings under the Contract in the best conditions possible, and with the minimum delay, once the Force Majeure event ceases.

28.3 During any delay or failure of the Supplier to perform due to Force Majeure, the Company shall have the right to take all necessary measures to secure the continuous delivery of the Contractual Products and/or Contractual Services, including but not limited to, manufacturing or performing such Contractual Products and/or Contractual Services itself or purchasing the Contractual Products and/or Contractual Services from another source.

28.4 For the avoidance of any doubt, the Supplier shall not be able to invoke delays on the part of its own suppliers or subcontractors unless the cause for these delays may be considered an event of Force Majeure under this Section.

29 APPLICABLE LAW - JURISDICTION

29.1 This Agreement is governed by Spanish law ("*Derecho español común*"). The provisions of the United Nations Convention on the International Sale of Goods shall not apply to the Contract.

29.2 All doubts, differences or issues in dispute that may arise with respect to the interpretation, performance, execution or compliance of the Contract will be submitted to the Spanish ordinary courts of the city of Madrid.

30 GENERAL PROVISIONS

30.1 Subcontractors

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

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

30.2 Assignment of claims

The Supplier shall not be entitled to assign claims arising from this Contract to third parties without the prior written consent of the Company. The Company may not unfairly deny consent. If an extended reservation of title ("*reserva de dominio*") of a contractor/supplier of the Supplier is present, consent shall be deemed to be given following separate written notice (a notice on the delivery note or on an invoice shall not suffice).

30.3 Set-off and retention

The Supplier shall only be entitled to set-off any claims against the Company, if such claims have been acknowledged by the Company or judicially established.

30.4 Relationship of the Contracting Parties

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

- constituting a joint venture or any other entity of any kind between the Contracting Parties; or
- permitting to one of the Contracting Parties, towards a third party, to act or to declare itself as having the authority to act in representation and on behalf of the other Party; or
- constituting an exclusive engagement or granting by the Company non-compete rights in favor of the Supplier.

30.5 Transfer of the Contract

The Company is entitled to assign in whole or in part this Contract to the Affiliated Companies.

30.6 Severability clause

Should any provision of the Contract be void, invalid, illegal, unenforceable, or in violation of any applicable laws, by virtue of a judicial decision, arbitration award, competition regulatory body's decision, or any other regulatory bodies' decision, or under any applicable laws, the provision of the Contract thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the laws, and all other provisions of this Contract not affected or impaired shall remain in full force and effect. The Contracting Parties are in such event obligated to renegotiate in good faith and replace such provision or provisions by a valid provision as nearly as possible to the original intention of the Contracting Parties in accordance with the applicable laws.

30.7 Dates, Working Days and Measures

Unless otherwise regulated:

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

30.8 No waiver

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

30.9 Proof of origin

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

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