

General Purchasing Terms and Conditions

Under Brazilian 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 or by a successor of Faurecia, where " controlled " means direct or indirect possession of at least thirty five percent (35 %) of the shares or voting rights in such legal entity.
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.
Closed Order	is a Purchase Order that contains all requisite characteristic of Contractual Products and/or Contractual Services, including delivery dates and exact delivery quantities.
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 the Customer Products. If the Company was not nominated by the automobile manufacturer, the Customer is the company that nominated the Company for the delivery of the Customer Products or, as the case may be, engaged the Company therewith.
Customer Products	Are the Company's products, including but not limited to the Contractual Products and/or Contractual Services.
Default	is constituted when the concerned Party is in breach of its contractual obligations.

Defects	<p>are material and legal defects. 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.</p> <p>The Contractual Products and/or Contractual Services have a legal defect if third parties, in relation to the Contractual Products and/or Contractual Services, can assert any rights or claims of any kind, other than those rights or claims assumed pursuant to the Contract, against the Company</p>
Equipment	<p>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.</p>
Faurecia	<p>is the group formed by the Faurecia's Affiliated Companies, including the Company.</p>
Faurecia	<p>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.</p>
Force Majeure	<p>is any event being unavoidable, unforeseeable and beyond the reasonable control of the 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. For the sake of clarity Strikes in the Supplier's plant which can affect the deliveries shall not constitute an event of Force Majeure.</p>
Industrial and Intellectual Property	<p>is constituted by the industrial and intellectual property of a Contracting Party or third party, including the Proprietary Rights and Know-How.</p>
Invoice	<p>is a commercial invoice that entitles input tax deduction and contains all of the information necessary for identification and checking of the relevant delivery of the Contractual Products and/or Contractual Services.</p>
Know-How	<p>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.</p>
Letter of Nomination	<p>is the document and its appendices whereby the Company appoints the Supplier for the supply of Contractual Products and/or Contractual Services.</p>
Open Order	<p>is a Purchase Order containing all requisite characteristics of</p>

Contractual Products and/or Contractual Services, with the exception of certain particulars, including delivery dates or exact delivery quantities, and which provides that delivery dates and exact delivery quantities are to take place within the framework of Releases, delivery schedules, purchase orders 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, that 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 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 of the Contractual Products and/or Contractual Services.
Right of Use	is the right to exploit an item or a right. It encompasses, in particular, the right of manufacturing, of performing further development, reproduction, dissemination, presentation, adaptation, redesign, use, and marketing. Unless otherwise expressly provided in the Contract, the Right of Use can be freely transferred and/or sub-licensed, is irrevocable, for the duration of the Industrial and Intellectual Property and valid worldwide.
Specifications	are the required properties in particular of the Contractual Products and/or Contractual Services, specified by Faurecia, 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, and more globally the Contract, are the result of a contractual negotiation between the Contracting Parties and shall apply to all Purchase Orders issued by the Company to the Supplier.
- 2.2 As a result, no terms or conditions (including any contractual terms submitted or asserted by the Supplier pursuant to an offer or pursuant to an Order Confirmation) other than those of the Contract will apply to the Contracting Parties.

3. CONTRACTUAL DOCUMENTS

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

4. PURCHASE ORDER – FORMATION OF THE CONTRACT

- 4.1 The Purchase Order issued by the Company may be sent by letter, email, fax or any other electronic means determined by the Company. The Contract shall be concluded, if the Supplier dispatches an Order Confirmation to the Company by letter, email, fax or any other electronic means determined by Faurecia within a period of ten (10) calendar days from dispatch of the Purchase Order. The date indicated on the Purchase Order shall be deemed to be the date of dispatch, if the date of dispatch of the Purchase Order is not determinable.
- 4.2 The Company shall be entitled to revoke Purchase Orders in writing with immediate effect, without a statement of grounds at any time prior to the receipt of the Order Confirmation. Timely revocation shall not establish any claims whatsoever on the part of the Supplier for contract finalisation or compensation or compensatory damage payments.
- 4.3 If the Supplier does not dispatch an Order Confirmation and the Purchase Order has not been revoked in accordance with Section 4.2, the Contract shall, by way of deviation from Section 4.1, be deemed validly formed as soon as (i) the Supplier executes the Purchase Order in whole or in part and (ii) the Company accepts the respective Contractual Products and/or Contractual Services without reservation.

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

- 5.1 The Company shall be entitled to request changes of the Contractual Products and/or Contractual Services from the Supplier at any time. The Supplier shall review the feasibility and the technical and commercial effects of the changes and transmit a written offer to the Company concerning implementation of the changes within reasonable time. The offer shall contain a detailed description of the effects of the changes (particularly with respect to the quality, the safety, the costs, and/or the delivery dates of the Contractual Products and/or

Contractual Services) and the necessary documentation. In case the changes requested are due to quality or safety problems, the technical and commercial feasibility of such changes has to be reviewed immediately by the Supplier which shall send an offer forthwith.

- 5.2 If the Company accepts the Supplier's offer, the Contracting Parties shall undertake all necessary adjustments to the Contract in writing prior to implementation of the changes. This shall apply, in particular, to the adjustment of the Specifications, the drawings, the Price, the delivery dates and/or other time periods.
- 5.3 If the Contracting Parties do not reach an agreement with respect to all necessary changes, as provided for in Sections 5.1 and 5.2, the Company shall be entitled to either:
 - 5.3.1 engage a third party to implement the changes. In such case, the Supplier undertakes 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
 - 5.3.2 terminate the Contract in whole or in part as per the provision of Section 26.
- 5.4 The Supplier may not make any change to the Contractual Products and/or Contractual Services, without prior written agreement by the Company.

6 INFORMATION, NOTICES, WARNINGS

The Supplier is a specialist in the supply of the Contractual Products and/or the performance of the 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.
- promptly inform the Company if the Contractual Products and/or Contractual Services violate legal provisions of countries in which the Customer Products are to be sold, distributed 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);
- inform the Company of any quality risks or other inadequacies of which it is aware with respect to the Contractual Products and/or Contractual Services and promptly warn the Company if the Contractual Products and/or Contractual Services are defective, particularly if such Defect could endanger the safety of people or property; and
- propose measures to the Company to improve the quality and reduce the costs of the Contractual Products and/or Contractual Services.

7 ACCREDITATION - LICENCE - PERMIT & AUTHORISATION

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

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

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

9 STATUTES AND REGULATIONS

- 9.1 The Supplier shall:
- comply with all applicable statutes and regulations, including those in the areas of labor, health, safety, and the environment
 - to the extent that the Supplier has to carry out works within the premises of the Company, comply with all of the internal instructions and the safety, health, and environmental provisions in effect at the Company's premises and, if necessary, obtain all necessary permits;
 - comply with the provisions of the Convention of the United Nations on the Rights of the Child dated November 20th, 1989, which prohibit child labour; and
 - not use forced labour in any way as in Section 1 of the International Labour Organization Convention on the Abolition of Forced Labour dated June 25th, 1957.
- 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 requirements and demands of the Company with respect to ethics, social acceptability, and environmental sustainability, whether these obligations have been requested by the Company, by the Customer or agreed between the Company and the Customer.
- 9.4 To the extent legally permissible, the Supplier also promises to comply with the "Faurecia Code of Ethics" and the "Faurecia Code of Conduct" and agrees to comply therewith in the contractual relationships with its own suppliers, subcontractors, and service providers. The Faurecia Code of Ethics has been received by the Supplier and is also available on Faurecia's website:

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

Should the Supplier consider that a Faurecia 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 laws, conventions or regulations, 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 in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to, or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. It is the Supplier's responsibility to cause its subcontractors, vendors, agents or other associated third parties to act according to this provision.

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

In the event of failure to comply with this clause, the Company shall have the right to immediately terminate all agreements existing with the Supplier, and to cancel all negotiations, with immediate effect and without compensation, and without prejudice to any other rights and/or remedies the Company have at law.

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.
- 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 (including legal fees) and hold the Company harmless from all claims by third parties in relation thereto.

10 SUPPLIER'S PERSONNEL

- 10.1 The Supplier shall be responsible for the monitoring, use, and reasonable payment of all employees, temporary workers, contractors, or other agents that it uses for the purpose of performing the Contract. The Supplier shall only use qualified and appropriately trained persons.

11 AUDITS

- 11.1 The Company shall be entitled to conduct Audits on the Supplier's premises at any time during Supplier's normal working hours upon reasonable advance notification. Within the framework of the Audits, the Company shall be permitted, among other things, to check the quality assurance measures, the Personal Data protection measures and Contractual Products 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 operational processes.
- 11.3 The Supplier declares its willingness to comprehensively cooperate with and assist the Auditor. In particular, the Supplier shall grant the Auditor access to the production facilities and other premises and provide the requested documents and information. The Auditor shall also be entitled to take Contractual Products with him for documentation purposes in order to control the compliance of the samples with the quality requirements of the Contract.
- 11.4 If the Audit reveals that the Supplier is not in compliance with the agreed upon quality standards or Personal Data security requirements, the Supplier shall promptly take all necessary and reasonable measures in order to achieve said quality standards or requirements. In particular, the Supplier shall implement the measures agreed upon during the Audit within the agreed upon time periods.
- 11.5 If Audits are conducted as a result of problems that relate to the performance of the Contractual Products and/or Contractual Services (quality problems, delivery difficulties, Personal Data breaches, etc.) and for which the Company 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 right 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 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 impose an increase in vehicle production for which the Contractual Products and/or Contractual Services are required, the Supplier agrees to fulfil, further to the terms of the Contract, any additional requirements of Contractual Products and/or Contractual Services by the Company, at the agreed Price 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:
- With respect to production reduction, to adjust the quantities ordered from the Supplier accordingly, without additional cost; and
 - With respect to stoppage of production, to terminate the Agreement following a prior notification and in accordance with the provisions of Section 26.3.

12.4 The Supplier shall organize its production in such a way as to permit the Supplier to respond to the circumstances described in this Section 12. Each of the Parties shall bear its own costs resulting from such circumstances.

13 DELIVERY

13.1 Delivery Terms

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 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. The Supplier is aware that substantial damage can arise, if the Contractual Products and/or Contractual Services are not delivered or performed within these date(s) or deadlines.

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, the Company shall check the Contractual Products with respect to type, quantity, and obvious damage and promptly notify the Supplier of any Defects detected. Such notification sent within five (5) business days from delivery shall always be deemed to be made on time without regard to the individual case. In addition, the Company shall examine the Contractual Products within the framework of the ordinary production processes and give notice of any Defects promptly after they become known. Additional requirements regarding the incoming goods inspection set forth in provisions of any applicable legal system or the United Nations Convention on the International Sale of Goods shall not be applicable.

14.2 If the Supplier repeatedly renders Contractual Products under an Open Order, the Company shall be entitled to reject defective Contractual Products. In such case, the Supplier has to pick up the rejected Contractual Products at its own expense within eight (8) calendar days of receipt of notification of rejection. Following the expiration of this time period, the Company shall be entitled to send the rejected Contractual Products to the Supplier at the Supplier's expense and risk.

14.3 The Particular Conditions / Purchase Orders may contain additional acceptance processes.

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. As being an incentive only, these penalties shall not affect any of the Company's right to claim damages and/or terminate totally or partially the Contract and/or the relevant Purchase Order.
- 15.3 If the Company accepts delivery or 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 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 received from the Company all relevant information that it needs for the determination of the Price or that it is aware of such information from other sources. In addition, the Supplier confirms that it is familiar with the circumstances and peculiarities of the automobile supplier business and has taken them into account in the determination of the Price.

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

16.2 Duties and taxes

Prices are net of applicable taxes and customs duties, unless otherwise designated in the Purchase Order or in the Letter of Nomination. 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 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 payments 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.

Alternatively, the Company shall be entitled to apply a conventional non-compensatory penalty in an amount of R\$ 200,00 (two hundred Brazilian reais) for each non-conform invoice in order to cover the administrative internal expenses generated from the mistake, and is entitled to set off the Price or any accounts payable by the Company against each non-conform invoice. This penalty is applicable exclusively in relation to the non-conform invoices and is not related to other penalties provisions in this GPC, which shall remain in force independently and cumulatively.

Any assignment of credits owned to the Supplier must be prior approved in writing by the Company, otherwise the assignment will not be valid and shall not produce any effect against the Company.

16.4 Payment terms and conditions

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

If the Supplier is obligated to issue invoices to the Company for the Contractual Products and/or Contractual Services that has been rendered, the due date shall arise not earlier than ten (10) business days after receipt of the invoice, including the necessary documentation. If statutory provisions mandatorily provide for a shorter payment term, such term shall be applicable.

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 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. Notwithstanding the foregoing, the Contractual Products and/or Contractual Services shall be subject to all warranties, express or implied, provided by 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.

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, 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 to claim damages or to terminate the Contract. The warranty period set forth in Section 17.1 shall be extended for the period during which the Contractual Products and/or Contractual Services have been unavailable. If the Contractual Products and/or Contractual Services are repaired or replaced, then a new warranty shall run for a new period starting from the end of the repairs or the replacement.

18 PARTICIPATION BY THE COMPANY

- 18.1 As the expert in its 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 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, unless it was instructed to do so by the Company in writing (including the signatures of two employees of the Company with representative authority).
- 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 meet all time periods and deadlines.

19 INSURANCE

- 19.1 The Supplier must purchase and maintain at its own costs and expense, a commercial general liability insurance from a financially sound and reputable insurance company in order to cover its liability toward the Company, the Customer or any third party resulting from defective Contractual Products and/or Contractual Services, product supplied as well as service provided. This insurance must include coverage for bodily injury, property damage, consequential loss as well as pure financial loss.
- 19.2 The insurance must include coverage for recall actions by the Supplier and third parties (including the Company and/or the Customer). The Supplier shall waive its right of recourse 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 promises 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 inform the Company of the termination of the insurance contract, regardless of the reason for the termination, promptly within the termination notice period.

20 TRANSFER OF OWNERSHIP AND RISK

20.1 Transfer of ownership

- 20.1.1 Ownership of the Contractual Product shall pass to the Company upon delivery or acceptance as the case may be.
- 20.1.2 If the Contracting Parties agree that ownership will only be transferred upon payment of the Price, the Supplier will transfer a share of the ownership of the Contractual Products to the Company pro rata the progression of the payment of the Price.

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

20.2 Transfer of risk

- 20.2.1 Delivery of the Contractual Product shall be made FCA to the place stated in the Purchase Order (**Delivery Location**). The Supplier shall bear the risk of accidental destruction or loss of the Contractual Products until they are delivered to the Delivery Location or accepted as the case may be.
- 20.2.2 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 Section 21.1.2, 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, grant Right(s) of Use, operate or transfer the Results. 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, irrevocable which shall be exclusive to the extent possible. The Supplier shall undertake the transfer of the Right of Use incrementally as the Results come into existence.

21.2.3 Unless otherwise set forth in the relevant Purchase Order, the transfer of the Results 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 Company, and if authorised, it shall conclude a license agreement with said third parties which should also contain an appropriate Rights of Use in favour of the Company. The Supplier shall bear any royalty payments 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, and Faurecia and 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, in particular, conclusion of settlement agreements, withdrawal of complaints, acknowledgment of claim, etc. Faurecia 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 Results and/or Contractual Products and/or Contractual Services, the Supplier undertakes to immediately implement at its sole expense, and at the Company's sole discretion, one of the following remedies:

- obtain from the relevant third party a right of use for the Results and/or the Contractual Products and/or Contractual Services for the Company, Faurecia and/or the Customer with no additional cost; or
- replace or modify the Contractual Products and/or Contractual Services within a reasonable time period only to the extent necessary to cease any infringement of the third party's Intellectual and Industrial Property Rights, as described in Section 22.3.2.

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 the 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 The Parties undertake to process any Personal Data in accordance with laws applicable to the data processing operations and with the "EU General Data Protection Regulation" n°2016/679 when applicable.
- 23.1.3 Faurecia is 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 its clients as a "**Personal Data processor**".
- 23.1.4 For the purposes of the Contractual Products and/or Contractual Services and except if the Purchase Order or the Particular Conditions state otherwise, if Faurecia communicates Personal Data to the Supplier or gives the Supplier access to the Personal Data under its control, the Supplier should be considered as a "**Data processor**" under the applicable regulations. In this case, Faurecia retains full control over the Personal Data communicated to the Supplier.
- 23.1.5 It is expressly agreed that, under the contractual relationship and in the case of the processing of Personal Data, the Supplier shall act exclusively on behalf of Faurecia, on the basis of and in accordance with the stipulations of these Contract as well as the instructions of Faurecia. As such, the Supplier undertakes and warrants not to exploit or use, not to make copies nor to create files of the Personal Data contained in the information systems of Faurecia 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, Parties will produce and document all relevant mandatory documents (internal records, etc.). The Supplier undertakes to provide Faurecia with all relevant information concerning formalities, internal or external records or any information necessary for the completion of their own formalities and internal documentation (if applicable: risk analysis, data protection impact assessment, etc.) or to demonstrate compliance to applicable data protection regulation.
- 23.1.7 The Supplier undertakes to strictly follow the provisions of all specific agreements relating to Data Protection matters, such as any eventual "Controller to Processor Agreements" or "Processor to Processor Agreements" signed between the Supplier and Faurecia.
- 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 Faurecia 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 Faurecia (or Faurecia's clients). The Supplier informs immediately Faurecia of any complaint sent to the Supplier by any data subject.
- 23.1.10 The Supplier undertakes also to take into account immediately any request from Faurecia to allow the data subject concerned to exercise his rights. It also undertakes to provide Faurecia with all relevant information enabling it to justify to the data subject the implementation of his rights. The Supplier also shall provide Faurecia 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 Faurecia 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 from Faurecia to third countries.
- 23.1.12 Inform Faurecia at any time, at the request of Faurecia, of the geographical locations of the processing, storage and transit of the Personal Data which have been transmitted to the Supplier.
- 23.1.13 The Parties undertake to cooperate in order to be able to respond to the competent data protection authorities (requests, controls, audits, etc.). Within this framework, the Supplier will provide without any delay all relevant information to Faurecia to meet the requirements and requests of the data protection authorities.

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 Faurecia or which Faurecia give access to (Personal Data or not), and in particular to protect them against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, in particular where the processing of the data involves the transmission of the data within a network, as well as against any other form of unlawful processing or communication to unauthorized persons.
- 23.2.2 For this purpose, the Supplier undertakes to:
- ensure the security of 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 Faurecia with the security policies (physical or logical) set in place and justify to Faurecia, on first demand, the level of competence and organizational and technological control by producing any recognized qualification, authorization or certification (ISO 27001, etc.), and in particular: technical documentation, the results of yearly risks analysis and tests of the efficiency of the security of the information;
- encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art; and
- secure the exchange of Personal Data (encryption, authentication) with Faurecia or with Faurecia's clients, so that they cannot be exploited by an unauthorized third party.

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

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

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

23.3 Personal Data breach

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

23.3.2 The Supplier undertakes to help Faurecia, 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 Faurecia regarding any legal or regulatory formalities;
- provide all the relevant information to Faurecia 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 Faurecia on these Personal Data violations to regulators, the media, the Faurecia's clients or the data subjects concerned.

23.4 Personal Data deletion

23.4.1 During the term of the Contract or its termination in terms of Section 25 the Supplier must, at the request of Faurecia, delete and/or return without delay to Faurecia all or part the Faurecia's Personal Data or the Personal Data of Faurecia's clients and deletes existing copies unless, European Union or Member State law or other country law requires otherwise.

- 23.4.2 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.
- 23.4.3 The Supplier will ensure that its Subcontractors do the same within a reasonable time and must provide proof to Faurecia.

23.5 Subcontractors

- 23.5.1 Any Subcontractor hired by the Supplier shall be compliant with subcontracting principles set by the on the processing of Personal Data and, in particular, shall stipulate that all the same Data Protection obligations, standards and security policies as set out in the Contract and specifically in this Section 23.
- 23.5.2 The Supplier undertakes to implement contracts with its Subcontractors which clearly establish their responsibilities and obligations for the processing and security of the Personal Data transmitted.
- 23.5.3 The Supplier shall be responsible for the performance by the Subcontractor of the obligations set out in this Section regarding the processing of Personal Data and security.

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

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, which accepts said transfer of ownership, title and risks. The transfer of ownership, title and risks shall be determined in accordance with Section 21.
- 24.2 If the Company makes the Equipment available to the Supplier by way of loan for the purpose of performance of the Contract, the Contracting Parties shall conclude a corresponding loan contract prior to the use of such Equipment by the Supplier. The statutory provisions shall apply, if the Contracting Parties do not conclude a separate loan contract. The Equipment may be used only to perform the Contract and may not be sub-loaned, made available to a third party, reproduced, copied, pledged or granted as security. The Supplier will inform the Company, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of the 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 will protect the Equipment against the risks of loss, theft, damage or destruction. As a prudent and careful user, the Supplier will keep the Equipment in good working order and will be responsible for any extraordinary wear and tear or deviations in the manufacturing process. The Supplier will inform the Company, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment. The Supplier will take out all necessary insurance to cover the replacement value of the Equipment, as well as liability insurance policies against damage that the Equipment may cause to third parties. The Supplier will provide proof of insurance at least once a year during the term of the Contract.

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 with a reasonable termination notice period of at least three (3) months.

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

25.2 Termination in the event of breach of contract

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

The Company shall be entitled to terminate the Contract after the expiration of the said time period and only if the Supplier has failed to implement such measures and corrective actions.

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.

25.4 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 without any liability whatsoever and without any payment or compensation, upon written notice to the prevented Contracting Party. Such termination shall take effect immediately upon receipt of the notice of termination.

25.5 Termination in the event of "Change of Control"

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

26 CONSEQUENCES OF THE EXPIRATION OR TERMINATION OF THE CONTRACT

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

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

27 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 to a minimum.

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

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

29 APPLICABLE LAW - JURISDICTION

- 29.1 Brazilian substantive law shall apply excluding the provisions on conflicts of law. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to the Contract.
- 29.2 The Contracting Parties shall endeavour to amicably resolve differences of opinion with respect to the interpretation, performance or termination of the Contract prior to bringing a complaint or initiating an arbitration proceeding.
- 29.3 The Contracting Parties agree that disputes, even in case of warranty claim or multiple defendants shall be exclusively decided by the competent courts of São Paulo, Brazil.

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 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). If the Supplier assigns its claims against the Company without the necessary consent, the Company can, at its discretion, render performance to the Supplier or the relevant third party with obligation-discharging effect.

30.3 Setoff and retention

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

30.4 Relationship of the Contracting Parties

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

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

30.5 Transfer of the Contract

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

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 Parties are in such event obligated to renegotiate in good faith and replace such void, invalid, illegal, unenforceable provision or provision in violation of the applicable laws, by a valid provision as nearly as possible to the original intention of the 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.

30.9 Proof of origin

The Supplier has to provide by January 15th of each year his long-term-supplier's declaration for Contractual Products having preferential origin as per Council Regulation (EC) No. 1207/2001 and the applicable addenda to the Company on an unsolicited basis by not later than January 15 of each year. 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.