

# General Purchasing Terms and Conditions

## Under Japanese 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:

<b>GPC</b>	are the General Purchasing Terms and Conditions, consisting of this document and any documents attached hereto or incorporated by reference.
<b>Affiliated Company</b>	is any legal unit controlled by Faurecia S.E. or by a successor of Faurecia S.E., where “ <b>controlled</b> ” means direct or indirect possession of at least thirty five percent (35 %) of the shares or voting rights in such legal entity.
<b>Audit</b>	is the auditing of the contractual obligations, means of production and facilities (including, but not limited to production processes, design processes and quality standards) of the Supplier.
<b>Auditor</b>	is the person or group of persons that are appointed by our Company at its sole discretion to undertake the Audit.
<b>Background</b>	is the entirety of the respective Contracting Party's Industrial and Intellectual Property that is already in existence at the time of the conclusion of the Contract and therefore excluding Results.
<b>Closed Order</b>	is a Purchase Order that contains all requisite characteristics of Contractual Products and/or Contractual Services, including delivery dates and exact delivery quantities.
<b>Company</b>	means the party that issues the Purchase Order.
<b>Contract</b>	is the entirety of all contractual documents that are listed in Article 3.1.
<b>Contracting Parties</b>	means collectively our Company and the Supplier; and Contracting Party means either of them.
<b>Contractual Products</b>	are all goods, products, equipment, tooling, components, assemblies or sub-assemblies or materials that are a subject matter of the Contract, in addition to 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).
<b>Contractual Services</b>	are all services that are a subject matter of the Contract.
<b>Customer</b>	is the automobile manufacturer or our customer to which our Company directly or indirectly delivers the Customer Products. If our Company was not nominated by the automobile manufacturer, the Customer is the company that nominated our Company for the delivery of the Customer Products or, as the case may be, engaged our Company therewith.
<b>Customer Products</b>	are our Company's products, including but not limited to the Contractual Products and/or Contractual Services.

<b>Default</b>	is constituted when the concerned Party is in breach of its contractual obligations.
<b>Defects</b>	<p>are material and legal defects. The Contractual Products and/or Contractual Services has a material defect if (1) the Contractual Products and/or Contractual Services do not conform to the agreed quality or Specifications, (2) is not suitable for the use intended under the Contract or (3) to the extent the quality and / or the intended use has not been explicitly or implicitly agreed upon, it is not suitable for customary use and its quality is not usual in items of the same kind. Delivery by the Supplier of a different kind of item or of an item of a 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 has a legal defect if a third party, 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 our Company.</p>
<b>Equipment</b>	are auxiliary items, such as but not limited to samples, models, prototypes, calibers and tooling, manufactured or provided by the Contracting Party in order to perform the Contractual Products and/or Contractual Services.
<b>Faurecia</b>	is the group formed by Faurecia's Affiliated Companies, including our Company.
<b>Faurecia S.E.</b>	is Faurecia S.E., a limited liability corporation headquartered at 23-27, avenue des Champs Pierreux, 92000 Nanterre, France, registered in the Commercial Register of Nanterre under number 542 005 376.
<b>Force Majeure</b>	is any event which was not foreseeable and which is beyond the reasonable control of the affected Contracting Party and would impair the ability of the affected Contracting Party to perform normally its contractual obligations. Strikes limited to the Supplier's personnel or strikes of its Subcontractors' do not constitute a force majeure event under the Contract.
<b>Industrial and Intellectual Property</b>	is constituted by the industrial and intellectual property rights of a Contracting Party or third party, including Proprietary Rights and Know-How.
<b>Invoice</b>	is a commercial invoice that contains all of the information necessary for identification and checking of the relevant delivery of the Contractual Products and/or Contractual Services and which entitles the recipient to account the invoiced amount as a liability for financial accounting purposes.
<b>Know-How</b>	is know-how of any kind, particularly inventions, test and development reports, drawings, models, ideas, suggestions, and calculation results of the Supplier, which are not Proprietary Rights.

<b>Letter of Nomination</b>	is the document and its appendices whereby our Company appoints the Supplier for the supply of Contractual Products and/or Contractual Services.
<b>Open Order</b>	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, and which provides that delivery dates and exact delivery quantities are to take place within the framework of individual call-offs, delivery schedules or other similar documents. Applicable when using the open order method. A z
<b>Order Confirmation</b>	is a copy or separate confirmation of a Purchase Order signed by the Supplier.
<b>Particular Conditions</b>	are separate business terms and conditions, including any appendices, that contain specific requirements which address special product, local market or delivery requirements, including legal matters specific to a country where our Company or the Supplier is located. The Particular Conditions are intended to be applicable as per the Purchase Order and are binding on our Company and the Supplier.
<b>Personal Data</b>	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 and "personal information" which has the meaning stipulated under Article 2, Paragraph 1 of the Act on the Protection of Personal Information of Japan ("APPI").
<b>Personal Data Controller</b>	is, in relation to the APPI, a "personal information handling business operator" which has the meaning stipulated under Article 2, Paragraph 5 of the APPI.
<b>Price</b>	is the price that our Company has to pay as consideration for the Contractual Products and/or Contractual Services.
<b>Proprietary Rights</b>	are patents, utility patents, trademarks, design patents, copyrights or other proprietary rights (including rights provided under Articles 27 and 28 of the Copyright Law of Japan), regardless of whether they are already issued at the date of formation of the Contract or are issued later.
<b>Purchase Orders</b>	are all documents, including Open Orders by open order method, by means of which our Company orders Contractual Products and/or Contractual Services.
<b>Release</b>	is a call-off for Contractual Products and/or Services in case of Open Order.
<b>Results</b>	is the entire Industrial and Intellectual Property, and all intellectual work and inventions, excluding Background, created by the respective Contracting Party after entering into the Contract within the framework of rendering the Contractual Products and/or Contractual Services.

<b>Right of Use</b>	is the right to exploit an item or a right of Industrial and Intellectual Property. It encompasses, in particular, the right of manufacturing, of performing further development, reproduction, dissemination, presentation, adaptation, redesign, use, and marketing. Unless otherwise expressly provided in the Contract, the Right of Use can be freely transferred and/or sub-licensed, is irrevocable, for the duration of the Industrial and Intellectual Property, and valid worldwide.
<b>Specifications</b>	are the required properties and characteristics for 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.
<b>Subcontractor</b>	is any third party that the Supplier entrusts with the execution of at least part of the Contractual Products and/or Contractual Services.
<b>Supplier</b>	is the Contracting Party that is required to provide Contractual Products and/or Contractual Services to our Company.

## **2. SCOPE OF APPLICATION**

These General Purchasing Terms and Conditions ("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 our Company.

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 our 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** Both parties shall engage in trade in good faith under respect for mutual interest.

**3.3** Any request for an amendment of the Contract 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.

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

**4.1** The Purchase Order issued by our Company may be sent by letter, email, fax or any other electronic means as determined by our Company. The Contract shall be concluded, if the Supplier dispatches an Order Confirmation to our Company by letter, email, fax or any other electronic means as determined by our Company 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** Our Company shall be entitled to revoke Purchase Orders with Supplier's consent. The 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 Article 4.2, the Contract shall, by way of deviation from Article 4.1,

be deemed validly formed as soon as the Supplier executes the Purchase Order in whole or in part and our Company accepts the respective Contractual Products and/or Contractual Services without reservation.

**4.4** The terms of Article 4.1 shall apply mutatis mutandis to the Releases. Each Release will be deemed part of the Contract (formed by the dispatch and the acceptance of an Open Order), and shall not be considered a separate. As a consequence, the non-performance by the Supplier of a specific Release, will make the Supplier liable for all the financial consequences triggered by this non-peformance. Repetitive or continuous non-performance of Releases by the Supplier may trigger the termination of the relevant Contract as per Article 26 of the present GPC.

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

**5.1** Our 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 our Company concerning implementation of the changes within a 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 our 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 Articles 5.1 and 5.2, our Company shall be entitled to either:

- engage a third party to implement the changes. In such case, the Supplier promises to deliver to our 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 can demand 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 Article 26.

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

## **6. INFORMATION, ADVISORIES, WARNINGS**

The Supplier is a specialist in the execution and performance of the Contractual Products and/or Contractual Services. As such, the Supplier shall promptly transmit to our Company all necessary information, 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 our Company. In particular, the Supplier shall:

- provide our Company with all information and advisories that are necessary for the correct storage and use of the Contractual Products and/or Contractual Services;
- ensure that the Specifications of the Contractual Products and/or Contractual Services are complete, suitable for and commensurate to the contractually agreed upon or known intended use. The Supplier shall be required to promptly inform our Company if the Contractual Products and/or Contractual Services violate any laws or regulations in the 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 are to be sold or used;

- inform our 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 our 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 our 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 our 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** Our 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 Article 7.1.

## **8. QUALITY ASSURANCE**

- 8.1** By concluding the Contract, the Supplier accepts Faurecia's quality management system, which has been communicated to the Supplier, and promises 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 our 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 our Company, comply with all of the internal instructions and the safety, health, and environmental provisions in effect at the respective premises and, if necessary, obtain all necessary permits;
  - comply with the provisions of the Convention of the United Nations on the Rights of the Child dated November 20th, 1989, which prohibit child labor; and
  - not use forced labor in any way as in Article 1 of the International Labor Organization Convention on the Abolition of Forced Labor dated June 25th, 1957.
- 9.2** The Supplier acknowledges that the duties listed in Article 9.1 constitute material contractual obligations.
- 9.3** The Supplier has to comply with all requirements and demands of our Company with respect to ethics, social acceptability, and environmental sustainability, whether these obligations have been requested by our Company, by the Customer or agreed between our 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. Should the Supplier consider that a Faurecia employee has not acted in line with the ethics standards of the Faurecia Code of Ethics, the Supplier shall inform our Company thereof.

- 9.5** The Supplier warrants that it shall 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 our 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, our Company shall have the right to immediately withdraw from or terminate all legal transactions existing with the Supplier, and to cancel all negotiations, with immediate effect and without compensation, and without prejudice to any other remedies our Company may request from the Supplier by law.

The Supplier will indemnify and hold our 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 noncompliance.

- 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 our Company resulting from any breach of the contractual duties specified in Articles 9.1, 9.4 and 9.5. The Supplier shall be required to indemnify (including legal fees) and hold our Company harmless from all claims by third parties in relation thereto.

The Supplier acknowledges that any of the duties mentioned in this Article 10 constitutes a material contractual obligation.

## **10. AUDITS**

- 10.1** Our Company shall be entitled to conduct Audits on the Supplier's and its Subcontractor's premises at any time during Supplier's normal working hours upon reasonable advance notification. Within the framework of the Audits, our Company shall be permitted, among other things, to check the quality assurance measures, the Personal Data protection measures and Contractual Products and/or Contractual Services before they are carried out.

- 10.2** 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.

- 10.3** The Supplier and its Subcontractor declares its willingness to comprehensively cooperate with and assist the Auditor. In particular, the Supplier and its Subcontractor 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.

- 10.4** 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.

**10.5** 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 our Company is not responsible, the Supplier shall be required to reimburse our 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.

**10.6** By way of clarification: any rights of our 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. Our Company shall assist the Supplier within the framework of Audits solely with respect to compliance with its contractual duties. If the Supplier desires additional information or assistance, an express consulting contract must be concluded with our Company.

## **11. PRODUCTION FLEXIBILITY**

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

**11.2** 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 quantities of Contractual Products and/or Contractual Services by our Company, at the agreed Price for the Purchase Order and without any extra payment.

**11.3** Should the Customer impose a reduction or stoppage of vehicle production for which the Contractual Products and/or Contractual Services are required, our Company shall have the right, without any liability whatsoever:

- With respect to production reduction, to adjust the quantities indicated in a forecast or an Open Order to the Supplier accordingly; and
- With respect to stoppage of production, to terminate the Contract following a prior notification and in accordance with the provisions of Article 26.3.

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

## **12. DELIVERY**

### **12.1 Delivery Terms**

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

**12.1.2** 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.

## **12.2 Packaging**

- 12.2.1** 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.
- 12.2.2** The packaging and labelling must be in conformity with the applicable law and the provisions contained in the Purchase Order.

## **12.3 Timing**

- 12.3.1** The date(s) or deadlines are mentioned in the Contract. The date(s) or deadlines for the performance of the Contractual Services and / or delivery of the Contractual Products are essential to our 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.
- 12.3.2** 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 our Company.
- 12.3.3** 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.
- 12.3.4** Supplier shall not make divided delivery unless it is set forth in the contract or approved by our Company.

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

- 13.1** Following delivery, our Company shall check the Contractual Products and/or Contractual Services with respect to type, quantity and obvious damage and promptly notify the Supplier of any Defects detected. Such notification sent within five (5) business days from delivery shall always be deemed made on time. In addition, our Company shall examine the Contractual Products and/or Contractual Services within the framework of the ordinary production processes and give notice of any Defects promptly after they become known. Additional requirements regarding the incoming goods inspection set forth in provisions of any applicable legal system or the United Nations Convention on the International Sale of Goods shall not be applicable.
- 13.2** If the Supplier repeatedly renders Contractual Products and/or Contractual Services under an Open Order, our Company shall be entitled to reject defective Contractual Products and/or Contractual Services. In such case, the Supplier must pick up the rejected Contractual Products and/or Contractual Services at its own expense within eight (8) calendar days of receipt of notification of rejection. Following the expiration of this time period, our Company shall be entitled to send the rejected Contractual Products and/or Contractual Services to the Supplier at the Supplier's expense and risk.
- 13.3** The Particular Conditions / Purchase Orders may contain additional acceptance processes.

## **14. SPECIFIC REMEDIES FOR DELAY**

- 14.1** The Supplier expressly acknowledge and agree that if the Supplier is in Default with respect to the timing of delivery of Contractual Products and/or Contractual Services conforming with the present Contract, our Company can request, after the Supplier has been able to explain the reasons of the Default, a specific remedy for delay in the amount of 0.04 percent of the net Price of the delayed Contractual Products and/or Contractual Services per completed calendar day. These penalties shall not affect our Company's other right to claim damages and/or terminate totally or partially the Contract and/or the Purchase Order.

**14.2** If our Company accepts the delayed Contractual Products and/or Contractual Services, our Company shall request and the Supplier shall perform the payment of the penalty before the full payment of the Price.

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

### **15.1 General provisions**

**15.1.1** Our Company shall be required to pay the Price set forth in the Contract.

**15.1.2** The Price shall constitute lump-sum remuneration for the Contractual Products and/or Contractual Services and shall cover all applicable 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.

**15.1.3** 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 our 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.

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.

If, following such good faith negotiations, the Contracting Parties cannot agree on the requested price-change, then the request-initiating Contracting Party shall inform the other within eight (8) calendar days following the end of the above negotiation, of its intention to either continue with the performance of the Contractual Products and/or Contractual Services, to terminate the Contract in accordance with Article 26, or to refer the matter to the competent court in accordance with Article 29.

During negotiations and until the end of the notice period for termination and/or until the court has made a final and binding decision, the Contractual Products and/or Contractual Services must continue to be performed in accordance with the Contract in force, notably with the price terms set forth in the Purchase Order.

### **15.2 Duties and taxes**

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

### **15.3 Invoicing**

The Supplier shall send Invoices that:

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

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

#### **15.4 Payment terms and conditions**

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

#### **15.5 Setoff**

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

### **16. WARRANTY**

16.1 Unless otherwise designated in the Purchase Order or the Letter of Nomination, the limitations period for defect 0claims shall be twelve (12) months from delivery or 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, provided, however, that Article 526 of the Commercial Act of Japan shall not apply.

16.2 The Supplier warrants:

- that the Contractual Products and/or Contractual Services are 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 our Company and the environment in which the Contracted Products 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 rules of engineering – unless otherwise designated in the Purchase Order, as well as all applicable statutes and legal requirements.
- that the Contractual Products and/or Contractual Services are rendered in accordance with the drawings, Specifications, validations, and other documents that define the Contractual Products and/or Contractual Services.
- that the Contractual Products and/or Contractual Services are rendered in conformity with the initial sample, unless otherwise designated in the Purchase Order or the aforementioned documents.
- that the Contractual Products and/or Contractual Services are free of any apparent or hidden Defect.

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

**16.3.2** The terms of Article 16.3 shall include that

- inspect materials (parts, jigs, tools, molds, equipment, etc.) used by Supplier and its Subcontractor in advance (on-site inspection), and
- in the middle of manufacturing, processing and repair processes dispatch persons designated by our Company to the site of Supplier and its Subcontractor to conduct inspection (interim inspection)
- and our Company may give Supplier and its Subcontractor the necessary instructions.

16.4 In the event that the Contractual Products and/or Contractual Services does not conform to the foregoing warranty, the Supplier shall, at the request of our Company, repair or replace the

Contractual Products or correct or perform again the Services as soon as possible, and without prejudice to the right of our Company's to claim for potential damages or to terminate the Contract in accordance with Article 26. The warranty period set forth in Article 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.

## **17. LIABILITY**

- 17.1** The Supplier shall be liable for any damage to our Company, direct or indirect, physical, material or immaterial, consequential or not, caused by itself and/or any of its Subcontractors, as well as for any third-party losses (including losses incurred by the Customer) with respect to the Contractual Products and/or Contractual Services and/or the performance of the Contract. The Supplier agrees to indemnify, and hold harmless our Company, subject to and in proportion to its liability, for any and all consequences arising out of such damage or loss, including but not limited to all additional costs invoiced by the Customer to our Company. Subject to its liability, the Supplier agrees to indemnify, defend and hold harmless our Company or any entity of Faurecia, for all costs related to recall campaign, corrective service action or crisis countermeasures initiated by our Company, any entity of Faurecia or the Customer.
- 17.2** The Supplier, as an expert in its business, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by our Company in the performance of the Contract.
- 17.3** The acceptance by our Company of the initial samples does not release the Supplier from liability for defect, damage or loss, and does not imply acceptance of the Contractual Products and/or Contractual Services delivered and/or to be delivered. Acceptance by our Company of the Contractual Products and/or Contractual Services does not release the Supplier from liability for any hidden or concealed defect regardless of when discovered, this notwithstanding the transfer of ownership and risks.
- 17.4** Our Company's entire liability to the Supplier for any loss, liability or damage, including attorney's fees, for any claim arising out of, or related to the Contractual Products and/or Contractual Services provided to our Company and/or the performance of the Contract, regardless of the form of action, will be limited to the Supplier's actual direct damages and out of pocket expenses which are reasonably incurred by the Supplier and only to the extent that sufficient and acceptable documentary evidence of such damages is presented to our Company.

## **18. PARTICIPATION BY OUR COMPANY**

- 18.1** As the expert in its field, the Supplier shall be fully responsible for all technical decisions.
- 18.2** Suggestions or other acts of participation by our 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, commercial general liability insurance from a financially sound and reputable insurance company in order to cover its liability toward our Company, our Customer or any third party.
- 19.2** The Supplier promises to provide our Company with proof of the conclusion of the insurance contract, as well as the premium payments, upon first request.
- 19.3** 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.

**19.4** The Supplier shall be required to promptly inform our Company prior any change, modification or termination of the insurance policy, regardless of the reason for the change or termination.

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

### **20.1 Transfer of ownership**

**20.1.1** Ownership of the Contractual Product shall pass to our Company upon acceptance of the Contractual Products as per the provisions of Article 13 above, except if otherwise agreed by the Parties in the Contract.

**20.1.2** If the Supplier holds the Contractual Product in custody for our Company following transfer of ownership, the Supplier shall store the Contractual Products as they are manufactured separately and label them clearly as the property of our 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 our Company. Other uses shall not be authorised.

**20.1.3** The Supplier shall not be entitled to reserve ownership of Contractual Products without the express consent of our Company.

**20.1.4** The Supplier shall ensure that no reservation of ownership exists on the part of its sub-suppliers or Subcontractors with respect to Contractual Products or portions thereof.

### **20.2 Transfer of risk**

**20.2.1** The Supplier shall bear the risk of destruction or loss of the Contracted Products until it is delivered to our Company's production site.

**20.2.2** If the Contractual Product is destroyed within one (1) year after it is delivered, for reasons for which our Company is not responsible, the Supplier shall be obligated to produce the Contracted Products again promptly and on a priority basis pursuant to a new Purchase Order to be issued by our Company in accordance with provisions set forth in Article 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 Article 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 our Company a Right of Use to its Background. 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 our 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** If necessary and legally permissible, the Supplier shall be required to transfer all ownership rights or other possessory rights to the Results to our Company. After such transfer, our 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 our Company. Or, if a transfer is not legally permissible, grant our 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.

21.2.2 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 our Company, and if authorised, it shall conclude a license agreement with said third parties which should also contain an appropriate Rights of Use in favor of our 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, the Results and the Contractual Products and/or Contractual Services by our Company does not infringe or will not infringe any Intellectual and Industrial Property of any third party. The Supplier shall guarantee and hold our Company, or Faurecia or 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 our Company and/or Faurecia, in particular, conclusion of settlement agreements, withdrawal of complaints, acknowledgment of claim, etc. Our Company shall notify the Supplier forthwith upon being aware of the above actions, and conversely.

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

- obtain from the relevant third party a right of use for the Background, the Results and/or the Contractual Products and/or Contractual Services for our Company, Faurecia and/or the Customer with no additional cost;
- 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 Article 22.3.2.

Promptly upon our 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 our 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 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 Contracting 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,
- 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 Article 3, if the Contracting Parties have concluded a separate confidentiality agreement, the provisions of the confidentiality agreement shall have priority over this Article 22.

**22.5** Supplier may contact our customers only if instructed to do so by individual transaction.

**22.6** The purchase budget and unit price presented by our Company, the sales price and unit price presented by Supplier, and the sales price and unit price agreed between our Company and Supplier (hereinafter collectively referred to as "price information") are treated in accordance with confidential information.

**22.7** Notwithstanding Article 22, our Company may disclose pricing information to Faurecia to the extent necessary for the purpose of joint and consignment purchases with Faurecia.

## **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 Article 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, including with the APPI, and with the "EU General Data Protection Regulation" n°2016/679 when applicable.

**23.1.3** Under current regulations, Faurecia may be the "Personal Data Controller" of its Personal Data, in particular for the Personal Data of its clients and / or its employees, or processes Personal Data for its clients (as a "Personal Data processor").

**23.1.4** For the purposes of the Contractual Products and/or Contractual Services and except if the Purchase Order or the Particular Conditions state otherwise, if 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 Provider and Faurecia.
- 23.1.8** If the "EU General Data Protection Regulation" n°2016/679 is applicable, 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 such regulation.
- 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 S.E. 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** The Supplier shall 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 his 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 Faurecia, on first demand, the level of competence and organizational and technological control by producing any recognized qualification, authorization or certification (ISO 27001, etc.), and in particular: technical documentation, the results of yearly risks analysis and tests of the efficiency of the security of the information;
- Comply with Faurecia's security policies, security standards and security procedures;
- Encrypt or protect by any others dedicated and efficient means Personal Data stored in accordance with the requirements of the state of the art;
  - Secure the exchange of Personal Data (encryption, authentication) with Faurecia or with our 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 our 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;
- Cooperate and synchronize its communication with Faurecia on these Personal Data violations to regulators, the media, Faurecia's clients or the data subjects concerned.

### **23.4 Personal Data deletion**

**23.4.1** During the term of the Contract or at the end of it, the Supplier must, at the request of Faurecia, delete and/or return without delay to Faurecia all or part 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 is made in a secured manner and definitive (without possibility of reconstitution) and concerned all the Supplier's and Subcontractor's equipment or information systems used to process Data.

**23.4.3** The Supplier will ensure that its Subcontractors do the same within a reasonable time and must provide proof to 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 Article 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 Article regarding the processing of Personal Data and security.

**23.5.4** 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** 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 Faurecia. The transfer of ownership, title and risks shall be determined in accordance with Article 20.

**24.2** If Faurecia 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 Faurecia, within a timeframe compatible with the launch of new Equipment, about normal wear and tear that might necessitate the overhaul of said Equipment.

**24.3** Supplier shall store and manage Provided Goods or Loaned Goods with the attention of a manager in good faith, implement measures to ensure prevention of blending with other goods, keep separate books for the goods, and maintain a clear record of the conditions of the goods.

**24.4** If the Equipment is provided by Faurecia, as the custodian of the Equipment, the Supplier will warrant the Equipment against the risks of loss, theft, damage or destruction. As a prudent and careful user, the Supplier will keep the Equipment in good working order and will be responsible for any extraordinary wear and tear or deviations in the manufacturing process. The Supplier will inform Faurecia, 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** Unless otherwise restricted by law, Faurecia shall be entitled to terminate this Contract partially or entirely in writing by letter with acknowledgment of receipt 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 by letter with acknowledgment of receipt 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, termination shall only be permitted if the time period 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, our Company will ask the Supplier in writing by letter with acknowledgement of receipt 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.

Our Company shall be entitled to terminate the Contract after the expiration of the said time period of time 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 our Company for the program for which the Contract is entered into, our Company shall be entitled to terminate the Contract by letter with acknowledgment of receipt. 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 our Company for the program for which the Contract is entered into, our Company shall be entitled to terminate the Contract by letter with acknowledgment of receipt. The notice period shall be three (3) months following receipt of the letter, however, in no event shall it be longer than the notice period that the Customer must comply with under the delivery contract.

## **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) continuous 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 by letter with acknowledgment of receipt to the prevented Contracting Party. Such termination shall take effect immediately upon receipt of the notice of termination.

## **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 of 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 our Company, deliver to our Company all inventories of raw materials and parts, work-in-process and/or finished Contractual Products and/or any related safety equipment used in the performance of the Contract and which are in its possession at the effective date of termination.

## **27. FORCE MAJEURE**

**27.1** 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, our 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.

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

## **28. APPLICABLE LAW - JURISDICTION**

**28.1** Japanese law shall apply excluding the provisions on conflicts of law and with exclusion of the provisions of the United Nations Convention on the International Sale of Goods.

**28.2** The Contracting Parties shall endeavour to amicably resolve differences of opinion with respect notably to the interpretation, performance or termination of the Contract prior to initiating a mediation proceeding or filing a suit in the court as provided in Article 29.3.

**29.3** The Contracting Parties agree that disputes, even in case of warranty claim or multiple defendants, not resolved amicably shall be exclusively filed before the Tokyo District Court, Japan, as exclusively agreed jurisdictional court in the first instance.

## **29. GENERAL PROVISIONS**

### **29.1 Subcontractors**

The Supplier shall only be permitted to use Subcontractors to render Contractual Products and/or Contractual Services or portions thereof with the prior consent of our 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 our 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.

### **29.2 Assignment of claims**

The Supplier shall not be entitled to assign claims or to provide claims as security arising from this Contract to third parties without the prior written consent of our Company. If the Supplier assigns claims or provides claims as security without the necessary consent, our Company can, at its discretion, render performance to the Supplier or the relevant third party with obligation-discharging effect.

### **29.3 Setoff and retention**

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

### **29.4 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 our 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 Products and Services.

### **29.5 Transfer of the Contract**

Our Company is entitled to assign in whole or in part this Contract to its Affiliated Companies or to any third party that acquires the relevant portion of our Company or of its Affiliated Companies. The Supplier shall be entitled to terminate the Contract 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.

The Supplier shall be entitled to assign this Contract in whole or in part subject to the prior authorisation of our Company.

#### **29.6 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.

#### **29.7 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.

#### **29.8 Proof of origin**

The Supplier has to provide his long-term-supplier's declaration for Contractual Products having preferential origin as per Council Regulation (EC) No. 1207/2001 and the applicable addenda or other law and regulations to our Company on an unsolicited basis when our Company request.. 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 our Company and send a new long-term supplier declaration on an unsolicited basis.

#### **29.9 Notices**

29.9.1 Upon start of its trade with our Company, the Supplier shall report information asked by our Company in a format of our Company's designation.

29.9.2 The Supplier shall notify in prior to our Company in the event of the following;

- when there is a change to the reported information submitted to our Company
- in the event of the Supplier's corporate division, merger, capital increase, capital reduction, dissolution, transfer or loan of a part or the entirety of business, and other conditions that will or may bring material change to the Supplier's asset or business conditions.

29.9.3 In addition to the Article 29.9, the Supplier shall cooperate with our Company through submission of investigation report, etc. concerning issues asked by our Company in the format of our Company's designation.

#### **29.10 Elimination of Anti-Social Forces**

29.10.1 In the event the Supplier corresponds to any one of the following regardless of whether as an individual or organization, our Company may terminate a part or the entirety of this contract or an Individual contract without notice:

- When the Supplier is, or was in the past, a criminal organization, member of a criminal organization, affiliated with a criminal organization, corporate extortionist, or other antisocial group (hereinafter referred to as "Anti-Social Forces , etc.")

- When the Supplier's representative, manager or the party that holds the management right in essence is, or was in the past, a Anti-Social Forces , etc.
- When the Supplier's representative, manager or the party that holds the management right in essence provided capital to a Anti-Social Forces , etc., or is close relationship with a Anti-Social Forces , etc.
- When the Supplier's representative, manager or the party that holds the management right in essence is publicly admitted to have engaged in violent or intimidating criminal conduct and brought to the attention of general public through media report, or when [Supplier's representative, manager or the party that holds the management right in essence] is related to such a person
- When a part contracted by the Supplier for performance of this contract or Individual Contract corresponds to any one of the categories listed in the four previous sections
- When the Supplier directly or through a third party conveys to our Company that it is a member of a Anti-Social Forces or that its affiliate is a Anti-Social Forces , etc.
- When the Supplier directly or through a third party commits fraud, violence or threat against our Company
- When the Supplier directly or through a third party damages reputation or credit, etc. of our Company or engages in a conduct that may result in the same
- When the Supplier directly or through a third party impairs our Company's business or engages in a conduct that may result in the same

29.10.2 In the event our Company terminates a part or the entirety of this contract or an Individual Contract pursuant to the previous paragraph, our Company shall not be liable to compensate any of the Supplier's losses.

## **29.11 Language**

This GPC has been prepared in the English language; provided, however, that a Japanese translation thereof for reference may be prepared. In the event of any inconsistency or difference between the English version and the Japanese translation, the former shall prevail in all respects.